



Board of Commissioners

Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

November 19, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of November 19, 2024 is Presented for Approval** [2024-274](#)

Sponsors: County Manager's Office

Approve the agenda of November 19, 2024.

2. **Minutes from November 12, 2024 are Presented for Approval** [2024-273](#)

Sponsors: County Manager's Office

Approve the November 12, 2024 Minutes.

PRESENTATION OF AWARD

3. **Presentation: Ramsey County Employee Achievement Award: ECC Technical Team, Ramsey County Emergency Communications** [2024-519](#)

Sponsors: Human Resources

None. For information and discussion only.

ADMINISTRATIVE ITEMS

4. **Amendment to Single Source Agreement with Senior Services Consortium of Ramsey County for Home Delivered Meals and Coordination Services** [2024-528](#)

Sponsors: Health and Wellness

1. Approve an amendment to the single source agreement with Senior Services Consortium of Ramsey County, 1376 Hoyt Avenue West, Saint Paul, MN 55108 for home delivered meals and coordination services through December 31, 2025, in the not-to-exceed amount of \$496,125.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

5. Ramsey County Mobile Crisis Services [2024-631](#)

Sponsors: Social Services

Approve the use of the Minnesota Department of Human Services Mental Health Crisis Grant funds to pay for self-pay mental health crisis services.

6. Community Corrections Department Annual Authority for Procurement Requests [2024-518](#)

Sponsors: Community Corrections

Authorize the County Manager, subject to review by the County Attorney's Office and the Finance Department, to do the following:

1. Enter into the following expenditure agreements without solicitation through December 31, 2025, and execute future amendments to the agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:
 - A. Contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
 - B. Lead or host county contracts held by other counties in accordance with Minnesota Statute 256.0112.
 - C. Community support programs, culturally specific African American community support programs, and culturally specific American Indian / Indigenous community support programs.
 - D. Providers authorized by community collaboratives established in Minnesota Statute 124D.23 for which Ramsey County has fiscal agent responsibilities.
 - E. Providers of psychiatric, psychosexual, and psychological services; to conduct evaluations, consultations, therapy, and treatment, as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.
2. Approve actions deemed necessary for the orderly administration of expenditure agreements through December 31, 2025:
 - A. Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and execute amendments with funders and contractors.
3. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the department's approved budget.

7. Financial Assistance Services Department Annual Authority for Procurement Requests [2024-524](#)

Sponsors: Financial Assistance Services

Authorize the County Manager, subject to review by County Attorney's Office and the Finance to do the following:

1. Enter into the following expenditure agreements without solicitation through December 31, 2025, and execute future amendments to the agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:

- A. Contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
 - B. Lead or host county contracts held by other counties in accordance with Minnesota Statute 256.0112.
 - C. Community support programs, culturally specific African American community support programs and culturally specific American Indian / Indigenous community support programs.
 - D. Providers when the Minnesota Department of Human Services has issued the solicitation for an existing service in the county and selected the contractor or when the Minnesota Department of Human Services has approved the contractor through a certification process.
2. Approve actions deemed necessary for the orderly administration of expenditure agreements through December 31, 2025.
 - A. Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and execute amendments with funders and contractors.
 3. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the department's approved budget.

8. Social Services Department Annual Authority for Procurement Requests

[2024-523](#)

Sponsors: Social Services

Authorize the County Manager, subject to review by the County Attorney's Office and Finance to do the following:

1. Enter into the following expenditure agreements without solicitation through December 31, 2025, and execute future amendments to the agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:
 - A. Contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
 - B. Lead or host county contracts held by other counties in accordance with Minnesota Statute 256.0112.
 - C. Community support programs, culturally specific African American community support programs and culturally specific American Indian / Indigenous community support programs.
 - D. Providers authorized by community collaboratives established in Minnesota Statute 124D.23 for which Ramsey County has fiscal agent responsibilities.
 - E. Providers of psychiatric, psychosexual, and psychological services; to conduct evaluations, consultations, therapy and treatment, as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.
 - F. Providers when the Minnesota Department of Human Services has issued the solicitation for an existing service in the county and selected the contractor or when the Minnesota Department of Human Services has approved the contractor through a certification process.
 - G. Providers of foster care emergency shelter, foster care and emergency shelter administrative management services, corporate foster care, community residential care program, respite care, and emergency shelter;

as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.

- H. Providers of adult day services, individualized home support services, prevocational services, day support services, employment services, and semi independent living skills services, when that service has been selected by the consumer, or his or her guardian, in accordance with Minnesota Statute 256B.49.
 - I. Providers of out-of-state residential treatment for children, as long as funds are available, no in- state treatment provider can be identified that meets the needs of the children to be placed, the selected provider is licensed by a state authority and accredited by the Joint Commission, the Commission on Accreditation of Rehabilitation Facilities, or the Council on Accreditation.
 - J. Medical directors for Social Services detoxification services, the Mental Health Center, and for Social Services in county correctional programs, as long as funds are available, the need exceeds the supply of providers, and the providers are licensed.
 - K. Providers of intensive residential treatment services when the Minnesota Department of Human Services has approved the contractor through a certification process.
 - L. Providers of accreditation training services for mental health professionals in accordance with Certified Community Behavioral Health Clinic requirements.
 - M. Culturally specific emergency shelter and foster care, culturally specific group residential providers, culturally specific liaisons to prevent education neglect and child protection involvement, culturally specific services for American Indian families involved in child protection, culturally specific services to prevent out of home placement, culturally specific guardianship and culturally specific parent mentoring by peers.
- 2. Approve actions deemed necessary for the orderly administration of expenditure agreements through December 31, 2025
 - A. Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and execute amendments with funders and contractors.
 - B. Approve letters of need determination, including any new Rule 31 Outpatient Treatment Agreements, subject to any exclusions in Resolution 93-457.
 - 3. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the department's approved budget.

9. Approval of the Household Hazardous Waste Inter-County Reciprocal Use Agreement

[2024-526](#)

Sponsors: Public Health

- 1. Approve an Inter-County Reciprocal Use Agreement with the counties of Anoka, Carver, Dakota, Hennepin, Scott, and Washington for the period of January 1, 2025, through December 31, 2029.
- 2. Authorize the Chair and Chief Clerk to execute the Reciprocal Use Agreement.

10. Yard Waste and Food Scraps Reciprocal Use Agreement [2024-527](#)

Sponsors: Public Health

1. Approve the Reciprocal Use Agreement with Washington County for the period upon execution through December 31, 2029.
2. Authorize the Chair and Chief Clerk to execute the agreement.

11. Joint Powers Agreement with the City of Saint Anthony for Yard Waste and Food Scraps Collection Sites [2024-598](#)

Sponsors: Public Health

1. Approve the Joint Powers Agreement with the City of Saint Anthony for Use of Yard Waste and Food Scraps Collection Sites for the period of January 1, 2025 through December 31, 2029.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement for four one-year periods with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

12. Joint Powers Agreements for Recycling Funding [2024-532](#)

Sponsors: Public Health

1. Approve the Joint Powers Agreements with the cities of Arden Hills, Lauderdale, North Oaks, Saint Paul, and Shoreview for recycling funding for the period of January 1, 2025, through December 31, 2029.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreements.

13. Memorandum of Agreement with University of Minnesota Extension for 4-H Youth Development and Extension Volunteer Program [2024-534](#)

Sponsors: Public Health

1. Approve the Memorandum of Agreement with University of Minnesota Extension for administration of the 4-H Youth Development and Extension Volunteer Program education programs for the period of January 1, 2025, through December 31, 2027.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to approve and execute amendments in accordance with the provisions of the agreement, provided the amounts are within the limits of available funding.

14. Request of Use of Central Fleet Services Fund Balance [2024-520](#)

Sponsors: Public Works

1. Approve the transfer of \$800,000 from the Central Fleet Services fund balance to Central Fleet Services general operating budget.
2. Authorize the use of transferred Central Fleet Service fund balance dollars for the purchase and implementation of Global Positioning System and Telematics devices throughout the majority of the county's fleet.
3. Authorize the use of transferred Central Fleet Service fund balance dollars to supplement the budget line items associated with general operations costs for

maintenance and repair activities.

4. Authorize the County Manager to account for the Global Positioning System and Telematics Technology Implementation Project budget in Public Works Central Fleet.

15. Permanent Highway Easement with Minnesota Department of Transportation for Access to Keller Regional Park Drainage Improvement Project [2024-373](#)

Sponsors: Parks & Recreation

1. Approve a Permanent Highway Easement with the Minnesota Department of Transportation for access to Keller Regional Park in Maplewood to complete a drainage improvement project.
2. Authorize the Chair and Chief Clerk to execute the Permanent Highway Easement.
3. Authorize the County Manager to execute amendments to the Permanent Highway Easement to Keller Regional Park in a form approved by the County Attorney's Office.

16. Agreement with Honeywell International for Arenas & Administration Building Guaranteed Energy Savings Project Design / Build Part II [2024-501](#)

Sponsors: Parks & Recreation

1. Approve the report provided by Honeywell International, Inc., 715 Peachtree Street NE, Atlanta, GA, 30308 which is contained within the agreement for Part 2 Services for the Arenas & Admin Building Guaranteed Energy Savings Project.
2. Approve the selection of and the agreement with Honeywell International Inc, 715 Peachtree Street NE, Atlanta, GA, 30308 for Part 2 Services for the Arenas & Admin Building Guaranteed Energy Savings Project upon execution of the agreement and for the duration of the agreement and subject to the county's right to extend the measurement and verification period of the agreement on a year-to-year basis up to an additional 17 years, in accordance with the rates established.
3. Authorize the Chair and Chief Clerk to execute the agreement.
4. Authorize a loan from the general fund to the Parks Department for the Arenas & Administration Building Guaranteed Energy Savings Project of up to \$6,012,000 to finance the energy investments and approve the associated loan repayment schedule.
5. Authorize the County Manager to execute amendments to the agreement and to exercise the extension rights provided in the agreement in accordance with its terms, all in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.
6. Request that a copy of the agreement and the report be provided to the Commissioner of Commerce within 30 days of the effective date of the agreement, as required by Minnesota Statutes, section 471.345, subdivision 13.

17. 2025 Ramsey County State Legislative Platform [2024-633](#)

Sponsors: County Manager's Office

1. Approve the 2025 Ramsey County State Legislative Platform.
2. Authorize Ramsey County representatives to work with members of the Minnesota State Legislature and other interested parties to promote legislation reflective of the positions contained in the platform.

18. 2025 Ramsey County Federal Legislative Platform [2024-634](#)

Sponsors: County Manager's Office

1. Approve the 2025 Ramsey County Federal Legislative Platform.
2. Authorize Ramsey County representatives to work with members of U.S. Congress and other interested parties to promote legislation reflective of the positions contained in the platform.

PROCLAMATION

19. Commissioner Frethem Proclamation

[2024-650](#)

Sponsors: Board of Commissioners

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:00 a.m. (est.) Regional Railroad Authority Meeting, Council Chambers – Courthouse Room 300

10:30 a.m. (est.) Board Workshop: Transportation Funding Presentation
Courthouse Room 220, Large Conference Room

Public access via Zoom:

Webinar ID: 945 2405 1145 | Passcode: 590044 | Phone: 651-372-8299

1:30 p.m. Closed Meeting -**CLOSED TO PUBLIC**

Re: D. Williams Matter

Courthouse Room 220, Large Conference Room

Advance Notice:

November 26, 2024 County board meeting – Council Chambers

December 03, 2024 County board meeting – Council Chambers

December 10, 2024 No county board meeting – Association of Minnesota Counties Annual Conference

December 17, 2024 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2024-274

Meeting Date: 11/19/2024

Sponsor: County Manager's Office

Title

Agenda of November 19, 2024 is Presented for Approval

Recommendation

Approve the agenda of November 19, 2024.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2024-273

Meeting Date: 11/19/2024

Sponsor: County Manager's Office

Title

Minutes from November 12, 2024 are Presented for Approval

Recommendation

Approve the November 12, 2024 Minutes.

Attachments

1. November 12, 2024 Minutes



Board of Commissioners Minutes

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

November 12, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:07 a.m. with the following members present: Frethem, Ortega, Xiong and Chair Reinhardt. Commissioners McGuire and Moran were absent. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Present: Frethem, Ortega, Reinhardt, and Xiong
Absent: McGuire, and Moran

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Ortega.

1. Agenda of November 12, 2024 is Presented for Approval [2024-271](#)

Sponsors: County Manager's Office

Approve the agenda of November 12, 2024.

Motion by Frethem, seconded by Xiong. Motion passed.

Aye: Frethem, Ortega, Reinhardt, and Xiong

Absent: McGuire, and Moran

2. Minutes from November 5, 2024 are Presented for Approval [2024-383](#)

Sponsors: County Manager's Office

Approve the November 5, 2024 Minutes.

Motion by Xiong, seconded by Frethem. Motion passed.

Aye: Frethem, Ortega, Reinhardt, and Xiong

Absent: McGuire, and Moran

PROCLAMATION

3. Proclamation: Transgender Day of Remembrance [2024-498](#)

Sponsors: Human Resources

Presented by Commissioner Xiong.

PRESENTATION

4. Presentation: 2024 Emerging and Diverse Developers Program Graduation [2024-495](#)
Sponsors: Community & Economic Development
None. For information and discussion only.
Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

5. Certification of Property Assessed Clean Energy Charges for Energy Improvements [2024-494](#)

Sponsors: Community & Economic Development

1. Request the County Auditor to extend the proposed special assessment plus interest on the following property:

Owner: East Immanuel Lutheran Church

Property Address: 1173 Payne Avenue, Saint Paul, MN 55130

PIN: 29-29-22-12-0082

Project Type Heating, Ventilation and Air Conditioning (HVAC) improvements

Assessment Request: \$205,000

Interest Rate: 6.00%

Interest Starts Accruing: 01/01/2025

Finance Period: 12 years

Such assessments shall be payable in equal annual principal and interest installments extending over the term of the special assessment. The first of the installments shall be payable with general property taxes in 2024, and shall bear interest at the rates per annum and interest start date stated above, and to the first installment shall be added interest on the entire assessment from the interest start date until December 31 of the tax payable year to which the first installment will be extended, and to each subsequent installment, when due, shall be added interest for one year on all unpaid installments and to each installment shall also be added the special assessment administration fee required by Minnesota Statutes section 429.061, subdivision. 5.

2. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessment for East Immanuel Lutheran Church on the property tax lists of the county.

Motion by Ortega, seconded by Frethem. Motion passed.

Aye: Frethem, Ortega, Reinhardt, and Xiong

Absent: McGuire, and Moran

Resolution: [B2024-223](#)

6. Agreement with Berwald Roofing, Inc. for the Ramsey County Sheriff's Water Patrol Station Roof Replacement Project [2024-497](#)

Sponsors: Property Management

1. Approve the selection of and agreement with Berwald Roofing, Inc., 2440 North Charles Street, North Saint Paul, MN 55109, for the Ramsey County Sheriff's Water Patrol Station Roof Replacement project, for the period of November 13, 2024 through November 12, 2025, in the not-to-exceed amount of \$714,700.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance

with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by Ortega, seconded by Frethem. Motion passed.

Aye: Frethem, Ortega, Reinhardt, and Xiong

Absent: McGuire, and Moran

Resolution: [B2024-224](#)

7. Charitable Gambling License with White Bear Township for White Bear Lake Hockey Association and MC's Taco & Tequila. [2024-506](#)

Sponsors: Property Tax, Records & Election Services

1. Approve the application requesting a premises permit for MC's Taco & Tequila in White Bear Township for lawful gambling activity for the White Bear Lake Hockey Association.
2. Authorize the Chair and Chief Clerk to sign the application.

Motion by Ortega, seconded by Frethem. Motion passed.

Aye: Frethem, Ortega, Reinhardt, and Xiong

Absent: McGuire, and Moran

Resolution: [B2024-225](#)

8. Disclaim and Extinguish Interest in Unused Right-of-Way [2024-507](#)

Sponsors: Public Works

1. Approve the disclamation and extinguishment of the county's interest in the unused county road right-of-way located west of Centerville Road and north of Koehler Road in Vadnais Heights in the Southeast Quarter of Section 29, Township 30, Range 22 in Ramsey County, Minnesota.
2. Request that a copy of this resolution be filed with the County Auditor and County Registrar.

Motion by Ortega, seconded by Frethem. Motion passed.

Aye: Frethem, Ortega, Reinhardt, and Xiong

Absent: McGuire, and Moran

Resolution: [B2024-226](#)

9. Public Works Construction Quarterly Report for July 1, 2024 through September 30, 2024 [2024-509](#)

Sponsors: Public Works

Accept the Public Works Construction Quarterly Report for the period of July 1, 2024 through September 30, 2024.

Motion by Ortega, seconded by Frethem. Motion passed.

Aye: Frethem, Ortega, Reinhardt, and Xiong

Absent: McGuire, and Moran

Resolution: [B2024-227](#)

10. Amendment to the Grant Agreement with Minnesota Department of Human Services for Mental Health Urgent Care for Youth in Crisis Pilot Project [2024-487](#)

Sponsors: Social Services

1. Approve an amendment to the grant agreement with Department of Human Services for the extension of a pilot project to expand the Mental Health Urgent Care Facility for the period upon execution through June 30, 2025 in the amount of \$814,525.

2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the grant agreement in the form approved by the County Attorney's Office.
4. Authorize the County Manager to enter into agreements and execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of grant funding.

Motion by Ortega, seconded by Frethem. Motion passed.

Aye: Frethem, Ortega, Reinhardt, and Xiong

Absent: McGuire, and Moran

Resolution: B2024-228

- 11.** Amendment to the Grant Agreement with the Minnesota Department of Public Safety for Sexual Assault Services [2024-484](#)

Sponsors: Public Health

1. Approve an amendment to the grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for sexual assault services for the period upon execution through September 30, 2025, in the amount of \$347,314.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the grant agreement in the form approved by the County Attorney's Office.

Motion by Ortega, seconded by Frethem. Motion passed.

Aye: Frethem, Ortega, Reinhardt, and Xiong

Absent: McGuire, and Moran

Resolution: B2024-229

- 12.** Amendment to the Grant Agreement with Minnesota Department of Public Safety, Office of Justice Programs Crime Victim Services, Violence Against Women's Act STOP Grant [2024-499](#)

Sponsors: Public Health

1. Approve the amendment to the grant agreement with Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for the period upon execution through June 30, 2025.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the grant agreement in a form approved by the Ramsey County Attorney's Office.

Motion by Ortega, seconded by Frethem. Motion passed.

Aye: Frethem, Ortega, Reinhardt, and Xiong

Absent: McGuire, and Moran

Resolution: B2024-230

ORDINANCE PROCEDURES

- 13.** 2025 Capital Improvement Program Bond Ordinance - Waive First Reading and Set Public Hearing Date [2024-445](#)

Sponsors: Finance

1. Waive the first reading of the proposed 2025 Capital Improvement Program Bond Ordinance.
2. Set the Public Hearing date of December 3, 2024, at 9 a.m. or as soon as possible

thereafter, in the Council Chambers, third floor of Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN, 55102 to afford the public an opportunity to comment on the proposed 2025 Capital Improvement Program Bond Ordinance.

Motion by Frethem, seconded by Xiong. Motion passed.

Aye: Frethem, Ortega, Reinhardt, and Xiong

Absent: McGuire, and Moran

Resolution: B2024-231

COUNTY CONNECTIONS

Presented by County Manager, Ling Becker. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

Presented by Chair Reinhardt. Discussion can be found on archived video.

ADJOURNMENT

Chair Reinhardt declared the meeting adjourned at 10:08 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes 13D.05 subdivision 3(b) in order to discuss Holmes v. Ramsey County case, the Ramsey County Board will meet in a closed meeting, which is not open to the public. In Re Holmes v. Ramsey County case.

The Closed Meeting was called to order at 1:30 p.m. with the following members present: Commissioners Frethem, Ortega, Xiong, and Chair Reinhardt. Also present: Ling Becker, County Manager; Jada Lewis, Director of Civil Division, Office of the Ramsey County Attorney; Kristen Nogosek, Assistant County Attorney, Office of the Ramsey County Attorney; Ashley Bryant, Undersheriff, Office of the Ramsey County Sheriff; Mandy Malecek, Enterprise Risk Manager, Compliance & Ethics Office; Jason Patten, Claims Analyst, Compliance & Ethics Office; Deanna Pesik, Chief Compliance & Ethics Officer, Compliance & Ethics Office, Gloria Reyes, Deputy County Manager, Safety and Justice Service Team; and Jason Yang, Chief Clerk - County Board, County Manager's Office.

The Board of Ramsey County Commissioners authorized the Office of the Ramsey County staff to proceed as discussed in this closed meeting.

The closed meeting was adjourned at 1:52 p.m.

Board of Commissioners

Request for Board Action

Item Number: 2024-519

Meeting Date: 11/19/2024

Sponsor: Human Resources

Title

Presentation: Ramsey County Employee Achievement Award: ECC Technical Team, Ramsey County Emergency Communications

Recommendation

None. For information and discussion only.

Background and Rationale

[Employee achievement awards](https://ramseynet.us/achievement-award-archives) <<https://ramseynet.us/achievement-award-archives>> are presented to Ramsey County employees whose job performance, productivity, and contributions to the goals of the county are exemplary. Nominations for an Achievement Award are submitted to the Human Resources Liaison to the Achievement Award Selection Committee for consideration. Nominations may be made in one or more of the following categories:

- Excellent job performance.
- Community contributions or heroic measures.
- Personal growth despite adversity.
- Demonstrated cost savings or resource enhancement.
- Environmental management, waste reduction or recycling.
- County work environment contributions.
- Contribution to diversity, equity, an inclusion.

The Achievement Award Selection Committee consists of county employees who volunteer from various departments, research, reviews and makes final recommendations on the nominations.

The Achievement Award Selection Committee has approved the nomination of employees on the Emergency Communications Tech Team, Ramsey County Emergency Communications, to be recognized with an Employee Achievement Award in the category of *Excellent Job Performance*.

Attachments

1. Memorandum for Achievement Award Notice to Emergency Communications Technical Team

Date November 19, 2024

To: Ramsey County Board of Commissioners
Cc: Ling Becker, County Manager
Kristen Schultz, Interim Chief Human Resources Officer

From: Kenny Cutler, Diversity, Inclusion & Organizational Development Specialist
HR Liaison to RC Achievement Award Committee

Subject: Achievement Award for ECC Technical Team, Ramsey County Emergency Communications

The Ramsey County Employee Achievement Award Selection Committee has selected the following group to receive an Achievement Award. This is to advise you that in accordance with County Board Resolutions, **ECC Technical Team, Ramsey County Emergency Communications**, will receive an Employee Achievement Award. Presentation of the award will be made at the November 19, 2024, meeting of the County Board.

Nomination Summary

The Emergency Communications Center Tech Team has been approved by the Ramsey County Achievement Award Selection Committee for an Employee Achievement Award in the category of "Excellent Job Performance."

The Emergency Communications Center Tech Team oversees all the telephone and computer dispatch systems and makes sure the 911 center is operating properly.

After years of planning, staff at the Emergency Communications Center relocated to two temporary locations to complete renovations of the dispatch floor. The Tech Team's collaborative work allowed this transition to happen on a tight timeline without missing any calls or interrupting public safety service to the community.

The team of seven is always looking for ways to streamline processes and equip the broader team with the tools they need to do their job, never losing site of the important work that has to be done each day answering 911 calls. With the Emergency Communications Center being a 24/7 facility, the Tech Team goes consistently above and beyond and is on-call to provide needed tech support.

The team is always doing excellent work, attending trainings, beta testing new software and troubleshooting bugs. When the CrowdStrike issue happened – impacting businesses and governments around the world – the team did everything it could to make sure it didn't negatively affect the critical operations of the Emergency Communications Center.

In summary, the Achievement Award Selection Committee recommends that the Emergency Communications Center Tech Team be awarded an Employee Achievement Award in the category of "Excellent Job Performance."

CC: Ling Becker; Kristen Schultz

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Board of Commissioners

Request for Board Action

Item Number: 2024-528

Meeting Date: 11/19/2024

Sponsor: Health and Wellness Administration

Title

Amendment to Single Source Agreement with Senior Services Consortium of Ramsey County for Home Delivered Meals and Coordination Services

Recommendation

1. Approve an amendment to the single source agreement with Senior Services Consortium of Ramsey County, 1376 Hoyt Avenue West, Saint Paul, MN 55108 for home delivered meals and coordination services through December 31, 2025, in the not-to-exceed amount of \$496,125.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

Meals on Wheels of Ramsey County is a service provided by the Senior Services Consortium of Ramsey County (Consortium). The Consortium is a nonprofit organization composed of eight member agencies that provide Meals on Wheels and other senior services in Ramsey County.

The Consortium is the only home-delivered meal provider that is Ramsey County-based and coordinated specifically to serve Ramsey County. In the city of St. Paul, four private social service agencies provide Meals on Wheels and other senior services within its own geographic area. In suburban Ramsey County, the four suburban school districts run Meals on Wheels and other senior services in their district service areas. Additionally, there is not a waitlist for services with the Consortium, unlike many nationwide partners have been facing.

The Consortium is also the only home-delivered meal provider in Ramsey County offering hot daily, cold daily, and frozen weekly meal choice throughout the entire geographic area of Ramsey County. All meals are heart healthy (lower fat and salt), diabetic friendly (carb balanced) and meet the federal Older Americans Act nutritional guidelines.

Ramsey County began funding the Consortium in 1975, to establish a centrally coordinated and accountable system for delivery of home-delivered meals and other services to older adults throughout Ramsey County. In 2023, 180,511 meals were served and estimates of 2024 demonstrate the increasing trajectory of need.

This amendment is to extend a previously approved single source through the year of 2025. This will include a slight increase in the budget for 2025, which is reflective of services, fee and food cost inflation and the need to meet a growing demand for meals.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

The Consortium provides a wide variety of meal options to meet the needs and preferences of Ramsey County’s diverse population. Meal options include Gluten Free, Dairy Free, Vegetarian, Kidney-Friendly (Renal), and Mechanically Soft/Pureed. The Consortium also offers a wide variety of frozen meal choices, which works well for clients who can’t be home every day for meal delivery. The cultural menu options we offer are halal, kosher, Asian-inspired, Latin-inspired, Mexican, and Hmong. Mexican and Hmong were newly added in the summer of 2024 through new partnerships with Asian Flame and Salsa a la Salsa. About one third of meals served are to racially and ethnically diverse community members.

Community Participation Level and Impact

By working together as a Consortium, members ensure inclusive, effective, and meaningful community engagement in a system that is Ramsey-County based and responsive to individual community needs. The long partnership between the Consortium and Ramsey County Meals on Wheels enables seniors to remain healthy and independent in their own homes, thus reducing nursing home costs borne by taxpayers. The collaboration ensures there are no gaps in Meals on Wheels services in Ramsey County while addressing specific needs of each member’s service area. All of this avoids far more costly healthcare alternatives, such as unnecessary trips to the emergency room, hospitalizations, and nursing home placements.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Total funding of \$251,125 for these services is included in the Health and Wellness Service Team 2025 operating budget. This funding request is \$6,125 more than the 2024 budget to adjust for inflationary costs, including administrative costs, food sourcing and subsidies for residents who cannot afford direct pay options.

Last Previous Action

On December 19, 2023, the Ramsey County Board entered into a Single Source agreement with Senior Services Consortium of Ramsey County for home delivered meals and coordination services (Resolution B2023-265).

Attachments

1. Client Services Agreement HWAD 23-011 SENIORS
2. Single Source Request Form
3. Attachment A1 - Financial



Amendment to HWAD 23-011 SENIORS

The Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Health and Wellness Administration, 160 East Kellogg Blvd., St. Paul, MN 55101 ("County") and Senior Services Consortium of Ramsey County, 1376 Hoyt Ave W, St. Paul, MN 55108, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor") is hereby amended as follows:

In this Amendment, deleted terms will be ~~struck out~~ and added terms will be **underlined and bolded**, except where described otherwise.

Revision 1: Introductory Paragraph of the Agreement is amended as follows:

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Health and Wellness Administration, 160 East Kellogg Blvd., St. Paul, MN 55101 ("County") and Senior Services Consortium of Ramsey County, ~~160 E. Kellogg Blvd., St. Paul, MN 55101~~ **1376 Hoyt Ave W, St. Paul, MN 55108**, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

Revision 2: Section 1.1 of the Agreement is amended as follows:

1.1.

The term of this Agreement shall be from January 1, 2024 through December 31, ~~2024~~ **2025** and may not be renewed.

Revision 3: Section 4.1 and 4.2 of the Agreement is amended as follows:

4.1.

The County shall pay the Contractor a not to exceed amount of \$ ~~245,000.00~~ **496,125.00** over the life of the contract according to the agreed to rates.

4.2.

The County shall pay the Contractor the following unit rates:
County shall pay the Contractor on a rate basis and cost reimbursement basis as set forth in Attachment A: Financial **(2024) and Attachment A.1: Financial (2025), both of which is-are** attached and made part of this Agreement.

Service	Term	Rate	Unit	Annual Not to Exceed
Home delivered meals	1/1/24 — 12/31/24	\$4.00 (See Attachment A: Financial)	Per meal	\$128,880
Meals On Wheels Service Coordination	1/1/24 — 12/31/24	(See Attachment A: Financial)	N/A	\$116,120

Except as modified herein, the terms of the Agreement shall remain in full force and effect.

Single Source Request Form

Requestor Information:

Requestor Dillon, Carissa	Department Human Services	Director Kotze, Alexandra
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Funding Information:

Type of Purchase (selected):
Professional Services

Funding Source (check all that apply):

Levy <input checked="" type="checkbox"/>	Federal Funding <input checked="" type="checkbox"/>	State Funds <input type="checkbox"/>	Other Grant Funds <input type="checkbox"/>
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For SEML and Construction Purchases:

Delivery/Start Date	Completion Date	Quoted Price \$275,000.00
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Description of service(s) required (For SEML and Construction Purchases):

The Contractor shall provide home delivered meals (Meals on Wheels) and coordination of services to enable senior and other eligible residents within Ramsey County to remain as independent as possible. The Contractor will provide Meals on Wheels to senior and other eligible residents with a choice of hot daily, cold daily or frozen weekly home delivered meals that are culturally or medically tailored to meet recipient preferences, as appropriate. These meals will be delivered by consortium member volunteers to Ramsey County residents. Home delivered meal consortium members must meet the provider qualifications under the MN Department of Human Services' Community-Based Services Manual. Recipients will be screened for public benefits, community resources or other sliding fee options. with the daily hot meal delivery, there is a safety check that will occur by trained volunteers. Home delivered Meals on Wheels coordination of services shall include: a. Central intake, registered dietitian services, network development and promotion, client management system maintenance and development, catering contract management, product management, network meetings, operations manual and policy development, meal invoicing and billing on behalf of all consortium members and referral to other agency and resources, as appropriate b. Outreach - marketing materials, website maintenance, outreach events, health care integration work and other communications to those who tend to be underserved. c. Offer culturally and medically appropriate meal options that are heart healthy (lower fat and salt) and diabetic friendly (carb balanced) and meet the federal Older Americans Act nutritional guidelines, as well as all laws, rules, guidelines, etc. for public food provision. The meal options include Traditional Kosher, Halal, Latin-Inspired, Hmong/Asian- Inspired, Gluten Free, Dairy Free, Vegetarian, Kidney-Friendly (Renal), Mechanically Soft/Pureed and are selected by client. d. Evaluation – client, caregiver, and volunteer satisfaction survey development and coordination, site visits, development of further evaluation techniques. Reporting and outcomes to be coordinated with Ramsey County's Food Security office. e. Resource Development - volunteer recruitment and education, strategic partnership development and referral to Ramsey County benefits and/or other food-related resources f. Administration – contract management, staff and consultant management, preparation of reports, financial management.

For Professional Services or Expenditure Grants:

Contract Term 1 year	Contract Value \$275,000.00
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Description of service(s) required (For Professional Services or Expenditure Grants):

Single Source Request Form

The Contractor shall provide home delivered meals (Meals on Wheels) and coordination of services to enable senior and other eligible residents within Ramsey County to remain as independent as possible. The Contractor will provide Meals on Wheels to senior and other eligible residents with a choice of hot daily, cold daily or frozen weekly home delivered meals that are culturally or medically tailored to meet recipient preferences, as appropriate. These meals will be delivered by consortium member volunteers to Ramsey County residents. Home delivered meal consortium members must meet the provider qualifications under the MN Department of Human Services’ Community-Based Services Manual. Recipients will be screened for public benefits, community resources or other sliding fee options. with the daily hot meal delivery, there is a safety check that will occur by trained volunteers. Home delivered Meals on Wheels coordination of services shall include: a. Central intake, registered dietitian services, network development and promotion, client management system maintenance and development, catering contract management, product management, network meetings, operations manual and policy development, meal invoicing and billing on behalf of all consortium members and referral to other agency and resources, as appropriate b. Outreach - marketing materials, website maintenance, outreach events, health care integration work and other communications to those who tend to be underserved. c. Offer culturally and medically appropriate meal options that are heart healthy (lower fat and salt) and diabetic friendly (carb balanced) and meet the federal Older Americans Act nutritional guidelines, as well as all laws, rules, guidelines, etc. for public food provision. The meal options include Traditional Kosher, Halal, Latin-Inspired, Hmong/Asian- Inspired, Gluten Free, Dairy Free, Vegetarian, Kidney-Friendly (Renal), Mechanically Soft/Pureed and are selected by client. d. Evaluation – client, caregiver, and volunteer satisfaction survey development and coordination, site visits, development of further evaluation techniques. Reporting and outcomes to be coordinated with Ramsey County’s Food Security office. e. Resource Development - volunteer recruitment and education, strategic partnership development and referral to Ramsey County benefits and/or other food-related resources f. Administration – contract management, staff and consultant management, preparation of reports, financial management.

Proposed Contractor:

Contractor Name	Contractor Address	Contractor Phone
Senior Services Consortium of Ramsey County	1376 Hoyt Ave W St. Paul, MN 55108	651-343-6875
Contractor Email	Contractor Web Address	Contact Name
denise@mealsonwheels-rc.org	https://www.mealsonwheels-rc.org/	Denise Wickiser

Single Source Request Form

Single Source Justification Category:

- External funding source pre-selected a service-partner (e.g., legislative mandate)
- Grant-funded project required identification of contracted partners as a prerequisite for applying and/or receiving funds
- Competitive solicitation for the specific purchase resulted in no contracts or not enough contracts with qualified contractors
- Maintenance of proprietary systems or equipment or situations where utilizing a different contractor or product will violate a legal requirement or protection (e.g., warranty)
- Software license renewals, additions or upgrades available from only one source
- Brand compatibility available from only one source
- New contract needed with existing contractor to continue work on a specific, time-sensitive project when replacing the contractor would cause significant and/or costly disruption.
- Provider of a culturally-specific/responsive service for which a solicitation is unlikely to result in responses
- The product or service is available from only one source
- All other situations when reasonable alternatives do not exist.

This single source purchase is justifiable because:

This is the only consortium that offers the depth of variety of vendors, coordination, and the offering of hot daily meals or weekly frozen delivery. Their core service model is using volunteers who do a safety check, feedback loops if meals are not left with a person to make sure people are safe in their homes. The organization delivers about 700 meals a day. Their partners are Wilder, Merrick, Jewish Family Services, Mounds View Schools, Roseville Schools, White Bear Lake Schools, Gladstone and Keystone and these service providers can offer wraparound services and are physically present in the neighborhoods in Ramsey County, knowing specific assets in the community. Currently requesting to a one-year extension so that in 2025 we have adequate time to post a RFP

Contractor Search Information and Results:

- No search was conducted or necessary. Explain below:

A search was conducted consisting of (check all that apply):

- Cooperative Purchasing Ventures
- State of Minnesota Cooperative Contracts
- Ramsey County Cooperative Contracts
- CERT Database
- Other databases (e.g., MNUCP, T/ED/VO)
- Market research
- Other contractors contacted
- Public notice given (e.g., recent solicitation)
- Other

Single Source Request Form

If Other is checked, please specify:

Result(s) of search:

No alternatives were deemed acceptable

Explanation:

other providers do not offer hot and frozen options from locally sourced providers

Describe the search that was conducted, if any, and the results of the search:

internet search, title 3 providers

Price (check applicable boxes and provide description below.)

- Independent estimate
- Comparison to public sector contract pricing
- Comparison to previous comparable pricing
- Discount off published price
- Market Survey
- Other

If Other is checked, please specify:

Describe methodology and results:

Board of Commissioner supported this cost and this non-profit is fair and reasonable.

Single Source Request Form

Department Approval

I certify:

- I have reviewed the information and materials relevant to this purchase of products and/or services and am requesting approval of an exception to the competitive process for the reasons describe.
- The price to be paid to the proposed single source contractor is fair and reasonable.
- To the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate, and no other material fact consideration offered or given has influenced this recommendation for a single source purchase.
- This request for an exception to the competitive solicitation process is not the result of inadequate advance planning or for purposes of securing the services of a preferred contractor.

Approved

Declined

Comments:

Director Name

Kotze, Alexandra

Date

2024-07-26

Purchasing and Contracting Team

Approved

Declined

Comments:

Purchasing & Contracting Team

Steven.Kensinger@co.ramsey.mn.us

Date

2024-07-30

Ramsey County Attorney's Office

Approved

Declined

Comments:

RCAO Assistant Attorney

stacey.dandrea@co.ramsey.mn.us

Date

2024-07-30

Single Source Request Form

Job Queue

Job Queue

Completed

Record ID

127

	A	B	C
1			2.5% COLA Increase
2	2025 SSCRC Ramsey County Contract Budget		
3			
4	REVENUE		
5	Goes directly to Consortium members:	Home-Delivered Meals Partial Subsidy \$4.75 x 27,134 meals	132,109.00
6	(see breakout below)	RC MOW/Senior Services Coordination	119,016.00
7		Total 2025 Amount	251,125.00
8			
9	EXPENDITURES-Coordination of MOW/Senior Services		
10	Office/Admin Expenses	Computer Software/Supplies	500.00
11		Insurance	3,000.00
12		Marketing	1,000.00
13		Meeting expenses	1,650.00
14		Org Dues	650.00
15		Postage	3,500.00
16		Printing	3,500.00
17		Supplies	1,000.00
18	Personnel	Salaries	63,788.00
19		Benefits	9,882.00
20	Professional Services	Audit/Tax Prep	8,219.00
21		Financial Consultant/Bookkeeper	9,000.00
22		Surveys/Professional Program Evaluation	2,512.00
23		Registered Dietitian	2,000.00
24		Senior Resource Mgmt - Licensed Social Worker	4,815.00
25		Technology Support Services	4,000.00
26		TOTAL EXPENDITURES COORDINATION	119,016.00

Board of Commissioners

Request for Board Action

Item Number: 2024-631

Meeting Date: 11/19/2024

Sponsor: Social Services

Title

Ramsey County Mobile Crisis Services

Recommendation

Approve the use of the Minnesota Department of Human Services Mental Health Crisis Grant funds to pay for self-pay mental health crisis services.

Background and Rationale

Ramsey County is committed to providing accessible mental health and crisis support to community. In early 2024, staff worked with the news media on a data request regarding our mobile crisis support and how Ramsey County billed for services. The Social Services Department (SSD) made some immediate changes such as inserting sliding scale information into all invoices and adding information to our website. They also have spent time over the last few months reviewing our mental health crisis fees, working with the state, gathering data, and reviewing best practices from jurisdictions that offer similar services. On November 12, 2024, SSD presented a workshop to the Ramsey County Board that provided information on the entire mental health ecosystem, highlighted our role within the system, discussed our mental health crisis services and the Mental Health Crisis Grant and recommended the action that is before you today.

Mental health parity is essential to ensuring people in our community receive the services they need. Ramsey County is committed to this and to making sure services are accessible to all while also being good stewards of taxpayer dollars. SSD staff recommend using the Mental Health Crisis Grant funds to pay for services provided to underinsured and uninsured individuals receiving care, thus ensuring that no self-pay clients receive a bill or are dissuaded from seeking essential care. This would become effective immediately on November 20, 2024, if approved by the board.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

African American, American Indian, and other ethnic minorities historically underutilize voluntary mental health services such as Mobile Crisis Services. Additionally, utilization of voluntary mental health services has shown to be effective in reducing the need for mandated services and downstream costs within the county system. SSD hope to promote the use of preventative mental health services and increase access to the less restrictive mental health supports in community by eliminating financial barriers.

Community Participation Level and Impact

SSD staff has heard from community the importance of access to crisis services. Decreasing barriers through eliminating financial burden will increase access and utilization of crisis services when people are most in need.

Inform

Consult

Involve

Collaborate

Empower

Fiscal Impact

In 2023, SSD billed \$57,226 to self-pay individuals. Of that amount, SSD received \$11,872. SSD will shift the Mental Health Crisis Grant funds to cover these costs and make minor operational adjustments to cover this cost in 2025. SSD will include this change in the 2026-2027 proposed budget.

Last Previous Action

On November 12, 2024, the Social Services Department presented a workshop to the Ramsey County Board of Commissioners on Mobile Crisis Services.

Attachments

None

Board of Commissioners

Request for Board Action

Item Number: 2024-518

Meeting Date: 11/19/2024

Sponsor: Community Corrections

Title

Community Corrections Department Annual Authority for Procurement Requests

Recommendation

Authorize the County Manager, subject to review by the County Attorney's Office and the Finance Department, to do the following:

1. Enter into the following expenditure agreements without solicitation through December 31, 2025, and execute future amendments to the agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:
 - A. Contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
 - B. Lead or host county contracts held by other counties in accordance with Minnesota Statute 256.0112.
 - C. Community support programs, culturally specific African American community support programs, and culturally specific American Indian / Indigenous community support programs.
 - D. Providers authorized by community collaboratives established in Minnesota Statute 124D.23 for which Ramsey County has fiscal agent responsibilities.
 - E. Providers of psychiatric, psychosexual, and psychological services; to conduct evaluations, consultations, therapy, and treatment, as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.
2. Approve actions deemed necessary for the orderly administration of expenditure agreements through December 31, 2025:
 - A. Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and execute amendments with funders and contractors.
3. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the department's approved budget.

Background and Rationale

Ramsey County Community Corrections operates across the Health and Wellness and Safety and Justice Service Teams, collaborating with the Second Judicial District and community service providers. It supports the criminal justice system through client screening, assessments, court reports, community supervision, and short-term custody. Its strategic goals—*One Client One Plan*, *Reflect the Communities We Serve*, *Communicate and Engage*, and *More Community, Less Confinement*—align with both Health and Wellness Service Team and the Ramsey County Board's Strategic Plan.

This board request seeks to streamline procurement processes in agreements for services the department provides, including direct agreements with mental health services when demand exceeds available vendors. These agreements provide essential services to justice-involved clients, helping them manage their risk of

reoffending, address identified areas of need, and ultimately supporting their successful completion of probation and reintegration as productive members of the community.

The proposal promotes transparency in community engagement during contracting, especially for racially and culturally diverse individuals and families. Board approval will still be sought for policy changes, new grants, or budget impacts, while maintaining a competitive solicitation process.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

Ramsey County is one of the most diverse counties in the state. Persons of color comprise 38% of the total Ramsey County population. African American youth and low-income communities are disproportionately represented in the criminal justice system. In 2023, African American youth made up about 20% of Ramsey County’s youth population (ages 10-19) but accounted for 63% of detention admissions and 52% of youth who were admitted to out-of-home placement. Similarly, adults of color and American Indian individuals represent 39% of the county’s adult population, yet they make up 68% of those returned to prison for supervision violations.

Ramsey County Community Corrections is committed to reducing confinement and expanding culturally focused community programs to support clients' reintegration. A key race equity strategy involves contracting with culturally specific providers to enhance services for clients. The department works closely with race equity planners and incorporates community voice when developing all solicitations, evaluation processes and awarding contracts resulting from solicitations.

Aligning with the county’s strategic priority of *putting well-being and community at the center of justice system transformation*, Ramsey County Community Corrections continues prioritizing race and gender inclusion and equity in decision-making. By intentionally addressing inequities in the criminal justice system, the department seeks partnerships and input from those with lived experience to ensure fair, effective services. Race and Health Equity Liaisons collaborate with the Research and Evaluation Unit to analyze data to identify and address disparities in our policies, services, and outcomes.

Community Participation Level and Impact

Minnesota Statutes 401 mandates that counties participating in the Community Corrections Act establish a Community Advisory Board (CAB), with representatives from law enforcement, prosecution, the judiciary, education, corrections, social services, and lay citizens. The CAB’s responsibilities include advising the Ramsey County Board of Commissioners and Community Corrections Department, participate in formulating the Comprehensive Plan, and making budget and plan recommendations.

Community Corrections has expanded its reform efforts by incorporating client and community input into hiring, planning, contracting, and program development. The department is fostering collaborative decision-making and sharing resources with the community by holding meetings to discuss budget priorities and planning processes.

Community members will be involved in identifying needed services and in selection of contracted vendors, ensuring the department partners with providers who offer culturally specific services that reflect community values, promising practices, and the needs of those served.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Funding for these services is included in the approved 2025 Community Corrections budget.

Last Previous Action

On December 19, 2023, the Ramsey County Board of Commissioners approved the Community Corrections Department Annual Authority for Procurement Requests (Resolution B2023-255).

Attachments

None

Board of Commissioners

Request for Board Action

Item Number: 2024-524

Meeting Date: 11/19/2024

Sponsor: Financial Assistance Services

Title

Financial Assistance Services Department Annual Authority for Procurement Requests

Recommendation

Authorize the County Manager, subject to review by County Attorney's Office and the Finance to do the following:

1. Enter into the following expenditure agreements without solicitation through December 31, 2025, and execute future amendments to the agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:
 - A. Contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
 - B. Lead or host county contracts held by other counties in accordance with Minnesota Statute 256.0112.
 - C. Community support programs, culturally specific African American community support programs and culturally specific American Indian / Indigenous community support programs.
 - D. Providers when the Minnesota Department of Human Services has issued the solicitation for an existing service in the county and selected the contractor or when the Minnesota Department of Human Services has approved the contractor through a certification process.
2. Approve actions deemed necessary for the orderly administration of expenditure agreements through December 31, 2025.
 - A. Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and execute amendments with funders and contractors.
3. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the department's approved budget.

Background and Rationale

The Financial Assistance Services Department provides safety net programs and quality services to the county's poorest and most vulnerable residents. It determines eligibility for and distributes benefits for the Supplemental Nutrition Assistance Program, the Minnesota Family Investment Program, Diversionary Work Program, Housing Support Program, Childcare Assistance, Medical Assistance, and Emergency Assistance programs to thousands of county residents. The department is committed to be a resident-centered agency that helps people meet their basic needs so they can live in dignity and achieve their highest potential. It seeks to exceed the expectation of community by increasing accessibility to the critical services the Financial Assistance Services Department provides.

This request for board action includes requests intended to improve and streamline the procurement processes with a centered focus on equity in the delivery of services to individuals. One example includes directly entering into agreements for services with providers where the need far exceeds the supply. Other examples include using contracts already established through other counties or utilizing a contractor selection

process that is certified by the state of Minnesota. Ramsey County Board approval will continue to be requested for changes in practices, policies, new grant applications or actions affecting complement, revenues or appropriations relating to county levy, while maintaining an open, competitive solicitation process committed to racial equity. This effort increases transparency in how the department collaboratively engages the community during the solicitation and contracting process to meet the needs of racially and culturally diverse individuals, families, and communities.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

Residents from communities of color and low-income communities are disproportionately involved with the financial assistance service systems. The Financial Assistance Services Department is dedicated to support community-wide shared goals to strengthen individual, family and community health, safety and well-being through effective safety-net services, innovative programming, prevention and early intervention, and environmental stewardship while centering equity in the process. The department is committed to working with its race equity planners and incorporating community voice when developing all solicitations, evaluation processes and awarding contracts resulting from solicitations. Examples include involving community members in identifying needed services, evaluating proposals and communicating the availability of contracted services to isolated communities.

Community Participation Level and Impact

Community members from affected communities will be involved in identifying needed services and in the selection of contracted providers in an advisory role. This helps ensure the department obtains qualified providers to deliver culturally specific services identified and valued by community members that reflect best or promising practices with an equity impact and are reflective of the people the department serves. Some contracted services, such as community support services, will be provided by community members with lived experience to improve and enhance service delivery.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Funding for these services is included in the 2025 Financial Assistance Services operating budget.

Last Previous Action

On December 19, 2023, the Ramsey County Board approved the Financial Assistance Services Department’s annual authority for procurement requests (Resolution B2023-267).

Attachments

None

Board of Commissioners

Request for Board Action

Item Number: 2024-523

Meeting Date: 11/19/2024

Sponsor: Social Services

Title

Social Services Department Annual Authority for Procurement Requests

Recommendation

Authorize the County Manager, subject to review by the County Attorney's Office and Finance to do the following:

1. Enter into the following expenditure agreements without solicitation through December 31, 2025, and execute future amendments to the agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:
 - A. Contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
 - B. Lead or host county contracts held by other counties in accordance with Minnesota Statute 256.0112.
 - C. Community support programs, culturally specific African American community support programs and culturally specific American Indian / Indigenous community support programs.
 - D. Providers authorized by community collaboratives established in Minnesota Statute 124D.23 for which Ramsey County has fiscal agent responsibilities.
 - E. Providers of psychiatric, psychosexual, and psychological services; to conduct evaluations, consultations, therapy and treatment, as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.
 - F. Providers when the Minnesota Department of Human Services has issued the solicitation for an existing service in the county and selected the contractor or when the Minnesota Department of Human Services has approved the contractor through a certification process.
 - G. Providers of foster care emergency shelter, foster care and emergency shelter administrative management services, corporate foster care, community residential care program, respite care, and emergency shelter; as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.
 - H. Providers of adult day services, individualized home support services, prevocational services, day support services, employment services, and semi independent living skills services, when that service has been selected by the consumer, or his or her guardian, in accordance with Minnesota Statute 256B.49.
 - I. Providers of out-of-state residential treatment for children, as long as funds are available, no in- state treatment provider can be identified that meets the needs of the children to be placed, the selected provider is licensed by a state authority and accredited by the Joint Commission, the Commission on Accreditation of Rehabilitation Facilities, or the Council on Accreditation.
 - J. Medical directors for Social Services detoxification services, the Mental Health Center, and for Social Services in county correctional programs, as long as funds are available, the need exceeds the supply of providers, and the providers are licensed.
 - K. Providers of intensive residential treatment services when the Minnesota Department of

- Human Services has approved the contractor through a certification process.
- L. Providers of accreditation training services for mental health professionals in accordance with Certified Community Behavioral Health Clinic requirements.
- M. Culturally specific emergency shelter and foster care, culturally specific group residential providers, culturally specific liaisons to prevent education neglect and child protection involvement, culturally specific services for American Indian families involved in child protection, culturally specific services to prevent out of home placement, culturally specific guardianship and culturally specific parent mentoring by peers.
- 2. Approve actions deemed necessary for the orderly administration of expenditure agreements through December 31, 2025
 - A. Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and execute amendments with funders and contractors.
 - B. Approve letters of need determination, including any new Rule 31 Outpatient Treatment Agreements, subject to any exclusions in Resolution 93-457.
- 3. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney’s Office provided the amounts of funding are within the limits of the department’s approved budget.

Background and Rationale

The Social Services Department aspires to provide Ramsey County residents the highest quality of services available in Minnesota. It is the largest county department and provides critical service supports including child welfare, child protection, licensing, foster care connections, pre-petition screening for civil commitment, adult protection, mental health services, detoxification, mental health case management, prevention, and chemical dependency services. The department also provides programs to support the elderly and people with disabilities to live in the community as independently as possible. It is the local authority for mental health services and adult protection. The department is responsible in helping individuals, families, and communities in Ramsey County survive and thrive.

This request for board action includes requests intended to improve and streamline the procurement processes with a centered focus on equity in the delivery of services to individuals. One example includes directly entering into agreements for services with providers where the need far exceeds the supply, as in the case of psychiatric, psychosexual and psychological services. Other examples include using contracts already established through other counties or utilizing a contractor selection process that is certified by the state of Minnesota.

Ramsey County board approval will continue to be requested for changes in practices, policies, new grant applications or actions affecting complement, revenues or appropriations relating to county levy, while maintaining an open, competitive solicitation process committed to racial equity. This effort increases transparency in how the department collaboratively engages the community during the solicitation and contracting process to meet the needs of racially and culturally diverse individuals, families, and communities.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

Residents from communities of color and low-income communities are disproportionately involved with the social services systems. The Social Services Department is dedicated to support community-wide shared goals to strengthen individual, family and community health, safety and well-being through effective safety-net services, innovative programming, prevention and early intervention, and environmental stewardship while centering equity in the process. The department is committed to working with its race equity planners

and incorporating community voice when developing all solicitations, evaluation processes and awarding contracts resulting from solicitations. Examples include involving community members in identifying needed services, evaluating proposals and communicating the availability of contracted services to isolated communities.

Community Participation Level and Impact

Community members from affected communities will be involved in identifying needed services and in the selection of contracted providers in an advisory role. This helps ensure the department obtains qualified providers to deliver culturally specific services identified and valued by community members that reflect best or promising practices with an equity impact and are reflective of the people the department serves. Some contracted services, such as community support services, will be provided by community members with lived experience to improve and enhance service delivery.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for these services is included in the 2025 Social Services operating budget.

Last Previous Action

On December 19, 2023, the Ramsey County Board approved the Social Services Department's annual authority for procurement requests (Resolution B2023-256).

Attachments

None

Item Number: 2024-526

Meeting Date: 11/19/2024

Sponsor: Public Health

Title

Approval of the Household Hazardous Waste Inter-County Reciprocal Use Agreement

Recommendation

1. Approve an Inter-County Reciprocal Use Agreement with the counties of Anoka, Carver, Dakota, Hennepin, Scott, and Washington for the period of January 1, 2025, through December 31, 2029.
2. Authorize the Chair and Chief Clerk to execute the Reciprocal Use Agreement.

Background and Rationale

Since 1991, the seven metropolitan counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington have participated in the Household Hazardous Waste (HHW) Inter-County Reciprocal Use Agreement. The 2022-2042 Metropolitan Solid Waste Management Policy Plan, incorporated into the Ramsey County's 2018-2038 Solid Waste Management Plan, states that the region will maintain the Reciprocal Use Agreement for HHW services. This agreement allows residents of participating counties to use HHW sites in any of the counties and creates a mechanism whereby county HHW programs that receive and manage HHW from residents of other counties may invoice the resident's county for the cost of providing that service. The agreement that is currently in place is set to expire on December 31, 2024. The new agreement will continue the program through December 31, 2029.

The proposed Reciprocal Use Agreement maintains a regional per vehicle fee of \$34 based on the seven-county average of the previous five years of regional fee collection and accounts for minor cost inflation. The term of the Reciprocal Use Agreement is 2025-2029.

From 2019 - 2023, an average of 4,260 Ramsey County residents used HHW sites in other metro counties. During that same time, an average of 493 residents of other counties used Ramsey County HHW sites.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Public Health recognizes that recycling rates are not even across racial groups in Ramsey County and invests in outreach and educational efforts to reach underrepresented communities-both directly as well as providing technical assistance to municipalities to assist in their efforts-to overcome barriers and bring about parity across our community. In addition, the county's policy to ensure service and funding means that all residents, regardless of demographics, have the same level of service available. The Reciprocal Use Agreement provides a mechanism of convenience for all residents in all participating counties to access Household Hazardous Waste services regardless of their place of residency within the metro area.

Community Participation Level and Impact

These programs rely on community participation to work. Success in toxicity reduction, safe handling, and proper waste management depends on residents making the right decisions when discarding materials, and

that depends on providing a convenient system of drop-off sites. Reciprocal use of Household Hazardous Waste collection services increases that level of convenience to metro-area residents by expanding the number and proximity of collection locations.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Costs are included in the department's budget. The average annual cost (2019 - 2023) during the current agreement is \$148,384 paid by Ramsey County to other metro counties for Ramsey County residents using their Household Hazardous Waste collection sites, which is expected to decrease following opening of Ramsey County's new Environmental Service Center. Ramsey County received an annual average of \$17,210 from other metro counties for use of Ramsey County's Household Hazardous Waste services.

Last Previous Action

On August 13, 2019, the Ramsey County Board of Commissioners approved the Household Hazardous Waste Inter-County Reciprocal Use Agreement for the period of January 1, 2020 through December 31, 2024 (Resolution B2019-191).

Attachments

1. Household Hazardous Waste Metropolitan Inter-County Reciprocal Use Agreement

Household Hazardous Waste Metropolitan Inter-County Reciprocal Use Agreement

This Agreement (“Agreement”) is between Anoka County, Carver County, Dakota County, Hennepin County, Ramsey County, Scott County, and Washington County, through their respective Board of Commissioners, (hereinafter jointly referred to as the “Counties”).

A. RECITALS

WHEREAS, each County provides a Household Hazardous Waste management program for its residents; and

WHEREAS, it is recognized that there is a regional benefit derived from increasing the availability of Management Facilities for Household Hazardous Waste by allowing reciprocal use of Management Facilities; and

WHEREAS, the Counties desire to create a mechanism whereby residents of the Counties may use Management Facilities in any of the Counties; and

WHEREAS, the Counties work collaboratively towards a common vision and shared waste management goals as a region of metropolitan counties; and

WHEREAS, in 2002, the Minnesota Legislature passed Minn. Stat. § 115A.96, subd. 7, indemnifying counties for claims arising out of the transportation and disposal of waste managed in accordance with the State of Minnesota Agreement for the Operation of a Household Hazardous Waste Program; and

WHEREAS, the Counties wish to establish a mechanism for allowing for the reciprocal use of their Management Facilities and providing for the payment of costs incurred by the Counties receiving Household Hazardous Waste from residents of the other Counties.

The parties therefore agree as follows:

B. AGREEMENT

1. Term of Agreement

1.1 Effective Date:

January 01, 2025

1.2 Expiration Date:

December 31, 2029, unless earlier terminated by law or in accordance with Section 11 of the Agreement.

2. Definitions

Terms as used in this Agreement shall have the following meanings:

- 2.1 **Authorized Facility or Authorized Facilities.** A facility or facilities authorized by the State to store, blend, treat, reclaim, recycle, incinerate, or dispose of Program Waste in accordance with the contract between the County and the State of Minnesota, hereinafter referred to as the State of Minnesota Agreement for the Operation of a Household Hazardous Waste Program.
- 2.2 **County.** Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington Counties.
- 2.3 **County of Origin.** The County whose residents generated and delivered Program Wastes to a Management Facility in another County.
- 2.4 **EPA or MPCA Permitted Facility.** A facility that is permitted by the EPA or MPCA to transfer, store, process, or dispose of Program Waste to be delivered under this Agreement.
- 2.5 **Household Hazardous Waste (HHW).** Waste as defined in Minn. Stat. § 115A.96, subd. 1, paragraph (b).
- 2.6 **Management Facility or Management Facilities.** One or more permanent, temporary, mobile, satellite, or event collection sites that accept Program Wastes for proper collection, management and storage. A Management Facility may be publicly or privately owned and/or operated and includes Authorized Facilities and EPA or MPCA Permitted Facilities.
- 2.7 **Non-Program Waste.** Appliances including microwaves, Recyclables, yard waste, organics, textiles, mattresses, carpet, and tires.
- 2.8 **Program Waste.** Household quantities of HHW including latex paint, electronics, household sharps, used oil/filters, fluorescent and HID lamps, LED light bulbs, compressed gas cylinders, fire extinguishers, household batteries, used automotive fluids including oil and antifreeze.
- 2.9 **Receiving County.** The County with a Management Facility that received Program Wastes from a resident of another County.
- 2.10 **Recyclables.** Cardboard, paper/paper shredding, glass, tin, aluminum, plastic, scrap metal, plastic bags, containers/cartons.
- 2.11 **Regional Per Vehicle Fee.** The fee charged by all counties pursuant to Section 4.3.

2.14 State of Minnesota Agreement for the Operation of a Household Hazardous Waste Program. The contract between each County and the State of Minnesota for the operation of a Household Hazardous Waste Program (as amended).

3. Reciprocal Use

3.1 A resident of any of the Counties may use a Management Facility in any of the Counties. A Regional Per Vehicle Fee cannot be charged for a vehicle solely delivering Non-Program Waste.

3.2 Each County shall comply with the requirements as set forth in the State of Minnesota Agreement for the Operation of a Household Hazardous Waste Program.

3.3 Each County shall provide a HHW management program meeting the requirements of Minnesota Statutes §§ 473.804 and 115A.96.

3.4 In the event a Management Facility provides a section for reuse of products, such products shall be available without charge to residents of all Counties.

4. Payment

4.1 Each County of Origin whose residents use a Management Facility to deliver Program Waste in another County shall pay to that Receiving County a Regional Per Vehicle Fee for each vehicle served.

4.2 The Receiving County shall invoice the County of Origin prior to January 31 of each year for activity occurring in the previous year. The invoice shall provide supporting documentation and specify the number of vehicles from the County of Origin using the Receiving County's Management Facility; the Regional Per Vehicle Fee charged per vehicle; and the total amount due. The County of Origin shall pay the Receiving Counties' invoices by February 15 of the year following service. At the request of the County of Origin, the Receiving County shall provide the following supporting documentation for each vehicle served: the street address of the participant using the facility, the name of the site visited, and the date of the visit. The documentation shall be provided in electronic form.

4.3 The Regional Per Vehicle Fee for the term of this Agreement shall be \$34. This figure was calculated using an average of the previous five years' collection of Regional fees and accounts for minor cost inflation.

4.4 On or before April 30, July 31, and October 31 of each year; and January 31 for year end during the term of this Agreement, Receiving Counties shall send electronic

notice to each County of Origin of the number of vehicles from the County of Origin using the Receiving County's Management Facility in the previous quarter and year-to-date and supporting documentation as specified in Section 4.2.

5. Records

Each County shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each County shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

6. Audit/Access to Management Facilities

Each County shall allow the other Counties and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subd. 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit. In addition, each County shall have access to the Management Facilities at reasonable hours.

7. Compliance With Requirements of the Law

In performing the provisions of this Agreement, each County agrees to comply with all applicable Federal, State or local laws, ordinances, rules and regulations.

8. Non-Discrimination

No County shall exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity herein on the grounds of any protected status or class, including but not limited to race, creed, color, religion, sex, gender expression, gender identity, marital status, public assistance status, sexual orientation, disability, age, or national origin, No person who is protected by applicable law against discrimination shall be subjected to discrimination.

9. Entire Agreement

This Agreement constitutes the entire Agreement of the parties and which supersedes all oral and written agreements and negotiations between the parties relating to this subject matter.

10. Amendments

Except as otherwise provided in this Agreement; any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by the Counties.

11. Termination

This Agreement shall terminate under the following circumstances:

11.1 By mutual written agreement of all Counties; or

11.2 When necessitated by law or as a result of a decision by a court of competent jurisdiction.

12. Withdrawal/Effect of Withdrawal

A County may withdraw from this Agreement by providing 180 days written notice to other Counties. In the event of withdrawal of any County, this Agreement shall remain in effect as to all remaining Counties. Withdrawal shall not act to discharge any liability incurred by any County before the effective date of withdrawal, including payments or credits due to other Counties. Such liability shall continue until appropriately discharged by law or agreement. If a County withdraws, its residents may not use Management Facilities in other Counties nor will it be paid by the County of Origin for use of the withdrawing County's Management Facilities if it accepts Program Waste from the other Counties after the effective date of the withdrawal, under the terms and conditions of this Agreement.

13. Effect of Termination

Termination shall not discharge any liability, responsibility, or right created or incurred by the Counties and shall not affect the obligations set forth in Section 4, 5 and 14 herein which shall continue in full force and effect. Each party to this Agreement shall be liable for its own acts to the extent provided for by law.

14. Liability/Indemnification Among the Counties

14.1 General Indemnification. Liability of the Counties under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a and each County therefore agrees that it will

assume liability for itself, its agents, employees, and contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. For the purposes of determining total liability for damages, the Counties are considered as a single governmental unit and the total liability for the Counties shall not exceed the limits for a single governmental unit as specified in Minn. Stat. § 466.04. Each County shall defend, indemnify and hold harmless each of the other Counties for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or omissions, or the acts or omissions of its agents, employees or contractors. This indemnification does not extend beyond each County's liability insurance coverage for any activity covered by Minn. Stat. § 115A.96 subd. 7.

14.2 Environmental Impairment Claims. Notwithstanding anything in Section 14.1 of this agreement, it is the intention of the Counties that the Receiving County shall assume all liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or any similar statute, and all other liabilities resulting from actual or threatened impairment of the environment (hereinafter "Superfund Liability") resulting from the operation of the Receiving County's Management Facility. The Receiving County shall defend, indemnify and hold harmless each County of Origin pursuant to Section 14.1 for any Superfund Liability resulting from the Receiving County's Management Facility.

15. Counterparts

This Agreement shall be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16. Survival

Sections 4, 5, and 14 of this Agreement shall survive termination or expiration of this Agreement or the services or duties to be performed hereunder.

RAMSEY COUNTY

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Date: _____

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approved as to form and insurance:

Caitlin Mohamed

Assistant County Attorney

Date: November 8, 2024

Item Number: 2024-527

Meeting Date: 11/19/2024

Sponsor: Public Health

Title

Yard Waste and Food Scraps Reciprocal Use Agreement

Recommendation

1. Approve the Reciprocal Use Agreement with Washington County for the period upon execution through December 31, 2029.
2. Authorize the Chair and Chief Clerk to execute the agreement.

Background and Rationale

Ramsey County operates seven-yard waste sites, four located in Saint Paul and three located in northern suburbs. All sites accept leaves, grass clippings, and other soft plant material, four of the seven sites also accept tree and shrub waste. In addition, all sites accept food scraps which includes food scraps and compostable paper products. Washington County continues to develop collection sites where services are needed.

This Reciprocal Use Agreement allows residents in Ramsey and Washington counties use of yard waste facilities in both counties. The agreement includes four of the Ramsey County sites: Arden Hills, Battle Creek, Frank & Sims, and White Bear Township sites due to geographic proximity to Washington County. The other three sites are not part of the agreement due to location and seasonal constraints on site use capacities. The agreement would include food scraps at the yard waste sites but would not include use of finished compost at Ramsey County facilities as demand by Ramsey County residents alone typically exceeds current supply.

Each county would calculate annual operating costs and annually invoice the other county for use of its facilities. The term of the Reciprocal Use Agreement would commence upon execution of the Agreement and shall terminate on December 31, 2029.

Public Health has designed this agreement to assure that service to Ramsey County residents is not compromised. Specifically, either county can remove a site from availability should service be negatively affected, and promotion of site availability is initially limited and is always reviewed by both counties.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The yard waste and food scraps collection system are available to all residents at no cost. This service provides additional opportunities to dispose of these materials at no cost. Public Health invests in outreach and educational efforts to reach underrepresented communities to overcome barriers and bring about parity across our community. Currently, Public Health does not have quantitative demographic data on who uses yard waste sites, but anecdotally the sites use is diverse and representative of the population. The Reciprocal Use Agreement provides a mechanism for all residents in Ramsey and Washington counties access to yard waste and food scraps collection services regardless of their place of residency within the two counties.

Community Participation Level and Impact

These programs rely on community participation to work. Success in proper waste management of yard waste and food scraps depends on residents having access to resources when discarding materials, and that depends on providing a convenient system of drop-off sites. Reciprocal use of yard waste and food scraps collection services increases that level of convenience to residents of Ramsey and Washington counties by expanding the number and proximity of collection locations.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Any increase in Ramsey County's expenses for Washington County residents using its Yard Waste and Food Scrap sites will be reimbursed by Washington County. Similarly, any increase in Washington County's costs for Ramsey County residents using its sites will be reimbursed by Ramsey County.

Under the current Joint Powers Agreement, Ramsey County pays an average of \$5,500 per year to Washington County for access to its sites, while Washington County pays about \$18,000 annually for use of Ramsey County's sites. Overall, this results in a net gain of \$13,000 per year to Ramsey County.

Last Previous Action

On September 17, 2019, the Ramsey County Board of Commissioners approved the Yard Waste and Organics Reciprocal Use Agreement with Washington through December 31, 2024 (Resolution B2019-206).

Attachments

1. Yard Waste and Food Scraps Reciprocal Use Agreement

**Ramsey and Washington Counties
Yard Waste and Food Scraps
Reciprocal Use Agreement**

THIS AGREEMENT is between Ramsey County and Washington County, through their respective Boards of Commissioners, (hereinafter jointly referred to as the "Counties")

WHEREAS, each County currently provides, yard waste and Food Scraps drop-off locations for its residents; and

WHEREAS, it is recognized that there is a regional benefit to the East Metro area derived from increasing the availability of Authorized Facilities for Yard Waste and Food Scraps; and

WHEREAS, the Counties desire to create a mechanism whereby residents of the Counties may use Yard Waste and Food Scraps Authorized Facilities in each other's Counties; and

WHEREAS, Minn. Stat. § 115A.931; prohibits disposing of yard waste with mixed municipal solid waste.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Counties hereby agree as follows:

1. PURPOSE

This Agreement shall establish a mechanism to allow for the reciprocal use of Yard Waste and Food Scraps Authorized Facilities and provide for the payment of costs incurred by the Counties associated with such reciprocal use.

2. TERM

The term of this Agreement shall commence upon execution and shall terminate on December 31, 2029, unless earlier terminated as provided herein.

3. DEFINITIONS

The terms used in this contract shall have the following meanings:

- a. Authorized Facility or Authorized Facilities shall mean a facility designated by either County that accepts Yard Waste and/or Food Scraps.
 - I. In Ramsey County "Authorized Facility" shall
 - a) Not include the Pleasant Avenue, Mounds View and Midway sites.
 - b) Include Arden Hills, Battle Creek, Frank & Sims, and White Bear Township sites
 - c) Include only Ramsey County Food Scraps collection sites located at one of the above yard waste sites.
 - II. The Ramsey County Battle Creek site is not available for woody material.
 - III. In Washington County "Authorized Facility" shall
 - a) Include the Yard Waste site located at the North Environmental Center.
 - b) Future Yard Waste Sites operated by Washington County for residents
 - c) Not Include Yard Waste Sites Operated by Washington County for Commercial Arborists.
- b. County shall mean Ramsey or Washington County.

- c. County of Origin shall mean the County whose residents generated and delivered Yard Waste or Organics to an Authorized Facility in the other County.
- d. Designated Official shall mean the directors of the Counties; respective public health departments, or their designees.
- e. Food Scraps shall mean source separated organic material generated from a household; excluding yard waste that each county's designated officials agree to.
- f. Receiving County shall mean the County where an Authorized Facility within the County receives Yard Waste and/or Food Scraps from a resident of the other County.
- g. Yard Waste shall mean waste as defined in Minn. Stat. § 115A.03, subdivision 38.

4. RECIPROCAL USE

The Counties agree:

- a. Use of Authorized Facilities
 - I. A resident of either County may use an Authorized Facility in the other County to deposit Yard Waste and Food Scraps and/or receive finished wood mulch.
 - II. Should use of any Authorized Facility by residents of the other County result in ongoing conditions that negatively affect service, such as traffic congestion or too much volume, the County may, at its sole discretion, remove that Authorized Facility from the list of Authorized Facilities available to residents of the partnering County. Such unavailability shall occur beginning the following calendar year. In the event an Authorized Facility is designated as unavailable, both counties are responsible to inform their residents of the change.
- b. Each County shall comply with the requirements as set forth in Minnesota Rules, Part 7001.0020 for permitting of solid waste management facilities.
- c. The Counties will properly manage Yard Waste and Food Scraps collected according to state and local regulations.
- d. Promotion
 - I. Each County may promote to its respective residents the availability of the Authorized Facilities in the other County.
 - II. Outreach materials that provide notice of such availability shall first be reviewed and approved by the designated official of the Receiving County.
 - III. Washington County will limit promotions agreed to by the parties until it develops additional sites for its residents. After such sites are developed, and upon agreement by the Designated Officials, promotion can occur throughout Washington County.
- e. By December 1 of each year the Designated Officials shall agree on a schedule and method for surveying residents at Authorized Facilities for the purpose of determining the estimated use by residents of the partnering County. Each County shall be responsible for the cost of surveying site users at its Authorized Facilities pursuant to the schedule.

5. PAYMENT

- a. Each Receiving County will calculate the cubic yards of yard waste delivered by the County of Origin and the percentage of the food scraps volume managed at each Authorized Facility and annually invoice the other County for use of its Authorized Facilities using a method agreed to by the Designated Officials.
- b. Each County shall report the annual yard waste volume and Food Scraps percentage calculated by February 28 of the subsequent year, along with a calculation of the cost per cubic yard for that volume.

- e. Annually each County shall calculate an estimate of its cost for use of its Authorized Facilities. The cost calculation shall include site labor, site maintenance, heavy equipment operations, transport and disposal of Yard Waste and food scraps. It shall not include outreach, education, or any capital costs.
- d. Payments shall be made in accordance with Minn. Stat. § 471.425.

6. RECORDS

Each County shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each County shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

7. AUDIT/ACCESS TO AUTHORIZED FACILITIES

Each County shall allow the other County and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subd. 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit. In addition, each County shall have access to the Authorized Facilities at reasonable hours.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

In performing the provisions of this Agreement, each County agrees to comply with all applicable Federal, State or local laws, ordinances, rules and regulations.

9. AFFIRMATIVE ACTION

No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subject to unlawful discrimination under any program, service or activity hereunder.

10. ENTIRE AGREEMENT

It is understood and agreed that this Agreement constitutes the entire Agreement of the parties and that these Agreements supersede all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

11. AMENDMENTS

Except as otherwise provided in this Agreement; any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by the Counties.

12. TERMINATION

This Agreement shall terminate under the following circumstances:

- a. By mutual written agreement of all Counties; or
- b. When necessitated by law or as a result of a decision by a court of competent jurisdiction.

13. WITHDRAWAL/EFFECT OF WITHDRAWAL

Either County may withdraw from this Agreement by providing 180 days written notice to the other County. Withdrawal shall not act to discharge any liability incurred by the withdrawing County before the effective date of withdrawal, including payments or credits due to other

Counties. Such liability shall continue until appropriately discharged by law or agreement. If a County withdraws, its residents may not use Authorized Facilities in the other County nor will it be paid by the County of Origin for use of the withdrawing County's Authorized Facilities if it accepts Yard Waste or Organics from the other Counties after the effective date of the withdrawal, under the terms and conditions of this Agreement.

14. EFFECT OF TERMINATION

Termination shall not discharge any liability, responsibility, or right created or incurred by the Counties and shall not affect the obligations set forth in Sections 5, 6, and 15 herein which shall continue in full force and effect. Each party to this Agreement shall be liable for its own acts to the extent provided for by law.

15. LIABILITY/INDEMNIFICATION AMONG THE COUNTIES

- a. General Indemnification. Liability of the Counties under this agreement shall be governed by Minn. Stat. § 471.59, subdivision 1a, and each County therefore agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. For the purposes of determining total liability for damages, the Counties are considered as a single governmental unit and the total liability for the Counties shall not exceed the limits for a single governmental unit as specified in Minn. Stat. § 466.04. Each County shall defend, indemnify and hold harmless the other County for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or the acts of its agents, employees or contractors. This indemnification does not extend beyond each county's liability insurance coverage for any activity covered by Minn. Stat. § 115A.96 subd. 7.

16. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

17. SURVIVAL

Sections 5, 6, and 15 of this Agreement shall survive termination or expiration of this Agreement or the services or duties to be performed hereunder.

IN WITNESS WHEREOF, the parties hereto this Agreement have on the date indicated:

Ramsey County

By: _____
Chair, Ramsey County Board of
Commissioners

Attest: _____
Jason Yang, Interim Chief Clerk

Date: _____

Approved as to form: *Caitlin Mohamed*

Assistant County Attorney

Date: _____

Washington County

By: Stan Karwoski
Chair, Washington County Board
of Commissioners

Date: 10/29/2024

By: Kevin Corbid 10/29/2024
County Administrator

Assistant County Attorney:

John A. Ristad
Assistant County Attorney

Date: 10/7/2024

Board of Commissioners

Request for Board Action

Item Number: 2024-598

Meeting Date: 11/19/2024

Sponsor: Public Health

Title

Joint Powers Agreement with the City of Saint Anthony for Yard Waste and Food Scraps Collection Sites

Recommendation

1. Approve the Joint Powers Agreement with the City of Saint Anthony for Use of Yard Waste and Food Scraps Collection Sites for the period of January 1, 2025 through December 31, 2029.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement for four one-year periods with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

Background and Rationale

The Joint Powers Agreement (JPA) between the city of Saint Anthony and Ramsey County, established to manage yard waste and food scrap recycling, ensures efficient service delivery for all Saint Anthony residents, including those in Hennepin County. Ramsey County's longstanding policy allows only its residents to use its yard waste sites. However, since 2005, the city has requested that all its residents, including those in Hennepin County, be allowed access to these sites, agreeing to compensate the county for the additional costs incurred. The agreement, initially focused on yard waste, has been renewed multiple times, most recently expanding in 2019 to include food scrap collection, aligning with state mandates and solid waste management goals.

The rationale behind the JPA stems from the need to streamline waste management services across county lines, while ensuring compliance with county policies and state regulations. The city of Saint Anthony and Ramsey County agreed on an annual compensation model based on the proportion of city residents in Hennepin County, with the city forgoing its Select Committee on Recycling and the Environment (SCORE) funds to simplify administration. As a result, the city's residents, regardless of county residency, now have access to Ramsey County's yard waste and food scrap collection sites. This partnership benefits both entities by reducing administrative complexity and enhancing service accessibility for Saint Anthony residents.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The JPA between the city of Saint Anthony and Ramsey County ensures equal access to yard waste and food scrap collection for all residents, whether they live in Hennepin or Ramsey County. Normally, Ramsey County's seven collection sites are restricted to its residents, but the JPA extends this service to Saint Anthony's Hennepin County residents as well, promoting equitable waste management access.

Food scraps, which make up about 20% of residential waste, are best managed through composting at Ramsey County collection sites. Within six months, these scraps are turned into compost, which can be used for gardens, landscaping, and construction, improving soil quality, and supporting biodiversity. This initiative

also aligns with county goals like addressing food insecurity by boosting community gardening efforts.

Community Participation Level and Impact

City and county staff regularly gather community feedback to ensure the programs meet residents' needs and align with accessibility goals. Saint Anthony is eager to renew this JPAs, reflecting the success and satisfaction with the current system.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The JPA between Saint Anthony and Ramsey County has no net impact on the budget. By retaining Saint Anthony's share of SCORE funding, the county covers the additional costs of maintaining yard waste and food scrap collection sites used by Saint Anthony's Hennepin County residents. The 2024 SCORE funding retained as part of the agreement was approximately \$11,000. This funding ensures the continued operation of these sites without affecting the county's budget.

Last Previous Action

On August 21, 2018, the Ramsey County Board of Commissioners approved a Joint Powers Agreement with the City of Saint Anthony for Use of Yard Waste Management Sites (Resolution B2018-226).

Attachments

1. Joint Powers Agreement

**JOINT POWERS AGREEMENT BETWEEN
RAMSEY COUNTY AND CITY OF SAINT ANTHONY
FOR USE OF YARD WASTE MANAGEMENT SITES
USING THE CITY'S ALLOCATION OF SCORE FUNDS**

This Agreement is entered into pursuant to Minnesota Statutes Section 471.59 between Ramsey County (the "County"), a political subdivision of the State of Minnesota, and the City of Saint Anthony (the "City"), a political subdivision of the State of Minnesota.

1. COUNTY OBLIGATIONS

- a. The County shall allow all residents of the City, regardless of county of residence, to use County yard waste and organic waste recycling sites at the same level of service that the sites are available to County residents.
- b. The County will provide the City with information about site services, hours and dates of operation, and site rules, for use by the City in promoting the sites.
- c. The County will apply SCORE funds previously available to the City for other eligible uses directly to the yard waste program for the use of the sites by residents as described in 1.a.
- d. The County will work with the City to cooperatively promote waste management programs.

2. CITY OBLIGATIONS

- a. The City will forgo its annual allocation of Ramsey County SCORE funds in order to assure yard waste and organic waste recycling services for those City residents that do not reside in the County.
- b. Pursuant to the Ramsey County Solid Waste Management Plan, the City has a number of obligations related to SCORE related activities, that it shall perform, as outlined below:

i. Collection

1. The Municipality shall ensure residential recycling service is available weekly or every other week to residents at their place of residence, including all multi-unit dwellings and manufactured home parks.
2. The Municipality shall provide recycling for at least the following materials at curbside and multi-unit dwelling properties:
 - a. Paper;
 - b. Cardboard;
 - c. Glass bottles;
 - d. Metal cans;
 - e. Plastic beverages and food containers; and
 - f. Organics when present.
3. Ensure the collection of textiles for recycling is available.
4. The Municipality shall add additional recyclable materials as reliable markets become available.

5. The Municipality shall maintain a long-term funding mechanism for its residential recycling programs.

ii. Recycling Performance Work Plan

During 2025, the Municipality shall implement the strategies on the Recycling Performance Work Plan, specific to the Municipality, attached as Exhibit 1, to measure its progress towards achieving recycling goals. Work plans may be updated if agreed to by both parties in writing.

iii. Program and Performance Reports

1. The Municipality shall submit a report to the County through ReTRAC, the County's recycling and solid waste data management tool, by February 15. The report is to include information on recycling at all residential units, including multi-unit dwellings and manufactured home parks, even if the Municipality does not provide collection services to those units. The Municipality is responsible for providing complete and accurate information for all applicable screens in the ReTRAC database.
2. The Municipality shall submit a midyear status report through the ReTRAC database.

iv. Evaluation

The City will work with the County to evaluate use of the yard waste and organic waste recycling sites by City residents and determine whether to renew this agreement and, if to be renewed, the appropriate terms and conditions for that renewal.

3. TERM

The term of this agreement shall be from January 1, 2025, through December 31, 2029, the date of signatures notwithstanding.

4. TERMINATION

- a. **FOR CAUSE:** In the event that the City fails to comply with the terms of this Agreement, or any statutory requirement, ordinances and/or plans related to this Agreement, the County may terminate this Agreement. In the event that the County exercises its right to terminate the Agreement for cause, the County shall submit a written notice to the City specifying reasons for termination and the date upon which the termination becomes effective.
- b. **WITHOUT CAUSE:** This Agreement may be terminated by either party without cause, on one hundred-eighty (180) days written notice to the other party.

- c. **OTHER EVENTS:** In the event that the County's authority to provide services contemplated in this agreement is affected by amendments to Minnesota Statutes or by other means, this Agreement shall be immediately terminated.

5. GENERAL CONDITIONS

- a. **Hold Harmless** The City and County agree to defend, and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorney's fees, arising out of any act or omission on the part of the party or any of its agents or employees in the performance of or relation to any of the work or services provided by the party under the terms of this agreement. Nothing in this agreement shall constitute a waiver by either party of any limitations or exceptions of liability under Minnesota Statutes Chapter 466.
- b. **Data Practices** All data collected, created, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable State statute, any State rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy. The Municipality agrees to abide by these statutes, rules, and regulations.
- c. **Access to Documents** All books, records, documents, and accounting procedures and practices of the Municipality and its (sub)contractor(s), if any, relative to this Agreement are subject to examination by the County and the State Auditor, as appropriate, in accordance with the provisions of Minnesota Statutes §16C.05, Subd. 5.
- d. **Equal Employment Opportunity** The City and County agree to comply with all federal, state and local laws, resolutions, ordinances, rules regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, sex, sexual preference, marital status, status with regard to public assistance, disability or age. When required by law and requested by the other party, each party shall furnish a written affirmative action plan to the other party.

RAMSEY COUNTY

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners
Date: _____

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners
Date: _____

Approved as to form and insurance:

Caitlin Mohamed

Assistant County Attorney
Date: _____

CITY OF SAINT ANTHONY

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit 1

Recycling Performance Work Plan

Minimum Requirements

1. Complete all SCORE requirements, including reporting on time and submitting a mid-year status report along with a final narrative report.
2. Provide outreach to all residents about the municipality's recycling program and submit copies of materials to Ramsey County.
3. Use Ramsey County materials and information when and where appropriate to promote increased recycling, reuse, and repair (e.g., Fix-it Clinics), medicine collection, household hazardous waste, organic waste and yard waste participation.
 - a. Send materials to Ramsey County for review prior to distribution.
 - b. Include county contact information on materials:
 - i. 24/7 Recycling & Disposal Hotline: 651-633-EASY (3279)
 - ii. RamseyRecycles.com
 - c. Provide links to the Ramsey County web pages on municipality website.
4. Regularly update recycling content on the municipality's website.
5. Promote BizRecycling resources to businesses and Multi-unit Recycling.
6. Use hauler data to identify those not recycling and target educational materials.
7. Ensure all multi-unit properties are meeting State law requirements to recycle and are receiving free Ramsey County resources.
8. Increase opportunities for recycling in public spaces.
 - a. All recycling bins must be paired with a trash bin and in good condition.
 - b. Labels must be readable.
 - c. Promote Ramsey County's event container lending program and green event planning tips.
 - d.
9. Enforce recycling contracts, including the assessment of penalties for non-compliance.
 - a. Audit reporting by obtaining hauler weight tickets.
 - b. Have labels replaced if not readable.
10. Work with Ramsey County to educate and move toward Food Scraps Pick up Program for all residents.
11. Attend County Recycling Coordinator meetings and attend a yearly composition study.

Additional Incentive Activities Approved improve recycling, reuse, repair, reduce and rot.

Item Number: 2024-532

Meeting Date: 11/19/2024

Sponsor: Public Health

Title

Joint Powers Agreements for Recycling Funding

Recommendation

1. Approve the Joint Powers Agreements with the cities of Arden Hills, Lauderdale, North Oaks, Saint Paul, and Shoreview for recycling funding for the period of January 1, 2025, through December 31, 2029.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreements.

Background and Rationale

The *Ramsey County Solid Waste Management Plan* requires municipalities to have long-term funding mechanisms in place for residential recycling. Cities have responded by using different mechanisms. Since 1991, the county has offered communities the option of using the county's solid waste service charge authority to collect recycling fees from their residents, using a Joint Powers Agreement (JPA) to implement this. The opportunity to enter a JPA has been offered to all municipalities within Ramsey County. The following five cities: Arden Hills, Lauderdale, North Oaks, Saint Paul, and Shoreview are seeking to use this option.

Under Minnesota Statutes 400.08, counties can establish and "collect just and reasonable rates and charges for solid waste management services provided by the county or by others under contract with the county." Cities do not have this authority and must contract with a county to use this tool. The property tax statements for properties in the participating cities reflect this charge as a separate line item labeled "Recycling."

JPA's for recycling funding have been renewed several times, including the current JPA's that terminate on December 31, 2024. There are no program changes proposed in the 2025 - 2029 JPA's.

The JPA agreements continue to require that each city's waste disposal contracts comply with the "Public Entities" language Minnesota Statute 115A.46, subdivision 5, 115A.471. This means that public entities cannot act contrary to the waste management preference in the Ramsey County Solid Waste Management Plan for processing of trash (into energy or by composting) versus landfilling.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Municipalities must have a funding mechanism in place for residential recycling programs. The JPA for recycling funding provides municipalities with an opportunity to utilize the county waste management service authority to collect fees needed for their residential recycling programs. Because municipalities using this fee collection mechanism must apply the funds to universal recycling programs, this action assures that all residences have access to recycling equally.

Community Participation Level and Impact

Beginning in 1991 Ramsey County offered all municipalities in the county the opportunity to use the County

Waste Management Service Charge authority to collect the fees needed for their residential recycling program. Over the years up to seven of the county's municipalities have entered into a joint powers agreement with the county to do this. Currently five cities are requesting to continue this arrangement. County staff worked together with city staff and the city councils to gather their feedback. The five cities expressed enthusiasm about renewing the JPA and have did not request any changes to the agreement.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Ramsey County Property Tax and Election Services currently charges a special assessment of \$0.40 per parcel for administrative fees related to recycling funds, which is included in the annual special assessments processed by the county. Cities participating in the JPA must provide a parcel list to facilitate this assessment. The JPA designates Ramsey County as the fiscal agent to manage the funds and oversee the distribution of SCORE grant agreements. Under Minnesota Statute 400.08, if cities wish to collect recycling fees, they must do so through the county, with the fee listed separately on the property tax statement.

There is no net impact on the Saint Paul - Ramsey County Public Health budget.

Last Previous Action

On June 26,2019, the Ramsey County Board of Commissioners approved a Joint Powers agreement with Arden Hills, Lauderdale, North Oaks, Saint Paul, New Brighton, and Shoreview for recycling funding (Resolution B2019-155).

Attachments

1. Arden Hills Recycling Funding JPA 2025-2029
2. Lauderdale JPA for Recycling Fees 2025-2029
3. North Oaks Recycling Funding JPA 2025-2029
4. Saint Paul Recycling Funding JPA 2025-2029
5. Shoreview Recycling Funding JPA 2025-2029

JOINT POWERS AGREEMENT FOR RECYCLING FUNDING

This Joint Powers Agreement (“Agreement”) is made and entered into and effective as of this ____ day of _____, 2024, between the County of Ramsey, a political subdivision of the State of Minnesota (“County”), and the City of Arden Hills, a Minnesota municipal corporation (“City”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the County requires municipalities to assure recycling service is available to all residents at their place of residence; and,

WHEREAS, the County requires each municipality to be responsible for developing a long- term financing mechanism to fund its residential recycling program; and,

WHEREAS, the County has authority, pursuant to Minnesota Statutes §§ 473.811 and 400.08, to collect just and reasonable rates and charges for solid waste management services provided by the County or by others under contract with the County; and,

WHEREAS, the City desires to finance its residential recycling program by assessing individual property owners within the City for the costs of its program utilizing the County’s solid waste management service charge authority under contract with the County;

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive from this Agreement, the Parties hereby enter into this Agreement for the purposes stated herein.

I. CITY OBLIGATIONS

- A. The City shall comply with all requirements as laid out in the 2025 SCORE grant agreement and all forthcoming SCORE grant agreements through the duration of this Agreement.
- B. The City shall comply with Minnesota Statutes §§ 115A.46 and 115A.471 when arranging for the management of mixed municipal solid waste (“MSW”), including MSW from City-owned, operated or leased properties, and assure delivery of such waste to a waste processing facility for resource recovery.
- C. The City shall apply funds collected by the County on behalf of the City, pursuant to this Agreement, hereafter described as recycling service charge funds, to residential recycling and related activities. Recycling service charge funds may be used for the recycling portion of residential clean-up events and curbside collections, recycled

product procurement, recycling collection bins, costs of providing a recyclable material drop-off center, management of tree and shrub waste, source-separated organics collection and associated costs, educational materials, or other costs consistent with the County's Solid Waste Management Plan and approved by Saint Paul – Ramsey County Public Health ("Department"). Administrative costs associated with the City's solid waste and recycling program are eligible, but must first be approved by the Department. The City may apply recycling service charge funds collected by the County on behalf of the City, pursuant to this Agreement, to non-residential recycling costs so long as fees are charged to non-residential properties for this service. Recycling service charge funds may be used for non-residential recycling costs, source-separated compostable material collection and associated costs, or other costs consistent with the County's Solid Waste Management Plan and approved by the Department.

- D. On or before December 1 of each year the City shall provide the Department with a recycling budget which details eligible costs for the subsequent year. The budget shall show how all SCORE funds to be distributed to the City by the County for the City's residential recycling program are proposed to be used.
- E. The City shall pay the County the actual costs of administering the City's residential recycling program. The County's actual costs will include but are not limited to the costs of computer programming and the Ramsey County Property Tax, Records and Election Services Department's direct overhead costs attributable to providing the recycling services. The City shall pay the County within thirty (30) days of receipt of the County's invoice.
- F. On or before December 1 of each year, or on such other date as may be agreeable to the parties during the term of this Agreement, the City shall provide the County with a spreadsheet identifying property identification numbers (PINS), parcel types, recycling service charge rates and other requested information to be applied to each property.

II. COUNTY OBLIGATIONS

After receipt of the recycling service charge rates from the City, the County shall list the City's recycling charge on the property owners' tax statements, and shall label the charge as "Recycling."

III. TERM

The Term of this Agreement is January 1, 2025 through December 31, 2029.

IV. TERMINATION

- A. FOR CAUSE. In the event that the City fails to comply with the terms of this

Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, the County may terminate this Agreement. In the event that the County exercises its right to terminate this Agreement for cause, the County shall submit written notice to the City, at least 90 days before termination, specifying the reasons for termination and the date upon which the termination becomes effective.

- B. WITHOUT CAUSE. This Agreement may be terminated by either party without cause, on one hundred-eighty (180) days written notice to the other party.
- C. OTHER EVENTS. In the event of a loss in funding or that the County's authority to provide the services contemplated in this Agreement is modified or repealed this Agreement immediately terminates.

V. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the City shall make available to the County, the State Auditor or the County's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of the City relating to this Agreement.

VI. HOLD HARMLESS

Each party agrees to defend, indemnify and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act or omission on the part of the party or any of its agents or employees in the performance of or with relation to any of the work or services provided by the party under the terms of this Agreement. Nothing in this Agreement shall constitute a waiver by either party of any limitations or exceptions of liability under Minnesota Statutes Chapter 466.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Each party agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability or age. When required by law and requested by the other party, each party shall furnish a written affirmative action plan to the other party.

VIII. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purpose in the course of either party's performance of this Agreement is governed by the Minnesota Government

Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

The parties agree to abide strictly by these statutes, rules and regulations.

IX. MISCELLANEOUS PROVISIONS.

- A. **MODIFICATION.** Any alterations, amendments, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved and signed by the Parties.
- B. **ASSIGNMENT.** Neither the County nor City may assign or transfer any rights, duties, interests, or obligations under this Agreement without the prior written consent of the other party.
- C. **CHOICE OF LAWS.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement or its breach shall be venued in Ramsey County, Minnesota.
- D. **MERGER.** This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- E. **SEVERABILITY.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
- F. **WAIVER.** If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
- G. **RELATIONSHIP OF THE PARTIES.** Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the Parties, nor shall either of the Parties be considered or deemed to be

an agent, representative or employee of the other party in the performance of this Agreement. Personnel of either of the Parties or other persons while engaging in the performance of this Agreement shall no be considered employees of the other party and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

H. INTERPRETATION AND CONSTRUCTION. It is the intent of the Parties that every section (including any subsection thereto), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF ARDEN HILLS

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners
Date: _____

Approved as to form and insurance:

Caitlin Mohamed

Assistant County Attorney
Date: November 7, 2024

JOINT POWERS AGREEMENT FOR RECYCLING FUNDING

This Agreement is between the County of Ramsey, (“County”), and the City of North Oaks (“City”).

RECITALS

WHEREAS, the County requires municipalities to assure recycling service is available to all residents at their place of residence; and,

WHEREAS, the County requires each municipality to be responsible for developing a long- term financing mechanism to fund its residential recycling program; and,

WHEREAS, the County has authority, pursuant to Minnesota Statutes §§ 473.811 and 400.08, to collect just and reasonable rates and charges for solid waste management services provided by the County or by others under contract with the County; and,

WHEREAS, the City desires to finance its residential recycling program by assessing individual property owners within the City for the costs of its program utilizing the County’s solid waste management service charge authority under contract with the County;

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive from this Agreement, the Parties hereby enter into this Agreement for the purposes stated herein.

I. CITY OBLIGATIONS

- A. The City shall comply with all requirements as laid out in the 2025 SCORE grant agreement and all forthcoming SCORE grant agreements through the duration of this Agreement.
- B. The City shall comply with Minnesota Statutes §§ 115A.46 and 115A.471 when arranging for the management of mixed municipal solid waste (MSW), including MSW from City-owned, operated or leased properties, and assure delivery of such waste to a waste processing facility for resource recovery.
- C. The City shall apply funds collected by the County on behalf of the City, pursuant to this Agreement, hereafter described as recycling service charge funds, to residential recycling and related activities. Recycling service charge funds may be used for the recycling portion of residential clean-up events and curbside collections, recycled product procurement, recycling collection bins, costs of providing a recyclable material drop-off center, management of tree and shrub waste, source-separated organics collection and associated costs, educational materials, or other costs consistent with the County’s Solid Waste Management Plan and approved by Saint Paul – Ramsey County Public Health (“the

Department”). Administrative costs associated with the City’s solid waste and recycling program are eligible, but must first be approved by the Department.

The City may apply recycling service charge funds collected by the County on behalf of the City, pursuant to this Agreement, to non-residential recycling costs so long as fees are charged to non-residential properties for this service. Recycling service charge funds may be used for non-residential recycling costs, source-separated compostable material collection and associated costs, or other costs consistent with the County’s Solid Waste Management Plan and approved by Saint Paul – Ramsey County Public Health.

- D. On or before December 1 of each year the City shall provide the Department with a recycling budget which details eligible costs for the subsequent year. The budget shall show how all SCORE funds to be distributed to the City by the County for recycling service are proposed to be used.
- E. The City shall pay the County the actual costs of administering the City’s recycling service charge. The County’s actual costs will include but are not limited to the costs of computer programming and the Ramsey County Property Tax, Records and Election Services Department’s direct overhead costs attributable to providing these services. The City shall pay the County within thirty (30) days of receipt of the County’s invoice.
- F. On or before December 1 of each year, or on such other date as may be agreeable to the parties during the term of this Agreement, the City shall provide the County with a spreadsheet identifying property identification numbers (PINS), parcel types, recycling service charge rates and other requested information to be applied to each property.

II. COUNTY OBLIGATIONS

After receipt of the recycling service charge rates from the City, the County shall list the City’s recycling charge on the property owners’ tax statements, and shall label the charge as “Recycling.”

III. TERM

The Term of this Agreement is January 1, 2025 through December 31, 2029.

IV. TERMINATION

- A. FOR CAUSE. In the event that the City fails to comply with the terms of this Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, the

County may terminate this Agreement. In the event that the County exercises its right to terminate this Agreement for cause, the County shall submit written notice to the City specifying the reasons for termination and the date upon which the termination becomes effective.

- B. WITHOUT CAUSE. This Agreement may be terminated by either party without cause, on one hundred-eighty (180) days written notice to the other party.
- C. OTHER EVENTS. In the event of a loss in funding or that the County's authority to provide the services contemplated in this Agreement is modified or repealed this Agreement immediately terminates.

V. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the City shall make available to the County, the State Auditor or the County's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of the City relating to this Agreement.

VI. HOLD HARMLESS

Each party agrees to defend, indemnify and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act or omission on the part of the party or any of its agents or employees in the performance of or with relation to any of the work or services provided by the party under the terms of this Agreement. Nothing in this Agreement shall constitute a waiver by either party of any limitations or exceptions of liability under Minnesota Statutes Chapter 466.

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VIII. DATA PRACTICES

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WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF NORTH OAKS

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners
Date: _____

Approved as to form and insurance:

Caitlin Mohamed

Assistant County Attorney
Date: November 7, 2024

JOINT POWERS AGREEMENT FOR RECYCLING FUNDING

This Agreement is between the County of Ramsey, (“County”), and the City of Shoreview (“City”).

RECITALS

WHEREAS, the County requires municipalities to assure recycling service is available to all residents at their place of residence; and,

WHEREAS, the County requires each municipality to be responsible for developing a long- term financing mechanism to fund its residential recycling program; and,

WHEREAS, the County has authority, pursuant to Minnesota Statutes §§ 473.811 and 400.08, to collect just and reasonable rates and charges for solid waste management services provided by the County or by others under contract with the County; and,

WHEREAS, the City desires to finance its residential recycling program by assessing individual property owners within the City for the costs of its program utilizing the County’s solid waste management service charge authority under contract with the County;

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive from this Agreement, the Parties hereby enter into this Agreement for the purposes stated herein.

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- C. The City shall apply funds collected by the County on behalf of the City, pursuant to this Agreement, hereafter described as recycling service charge funds, to residential recycling and related activities. Recycling service charge funds may be used for the recycling portion of residential clean-up events and curbside collections, recycled product procurement, recycling collection bins, costs of providing a recyclable material drop-off center, management of tree and shrub waste, source-separated organics collection and associated costs, educational materials, or other costs consistent with the County’s Solid Waste Management Plan and approved by Saint Paul – Ramsey County Public Health (“the

Department”). Administrative costs associated with the City’s solid waste and recycling program are eligible, but must first be approved by the Department.

The City may apply recycling service charge funds collected by the County on behalf of the City, pursuant to this Agreement, to non-residential recycling costs so long as fees are charged to non-residential properties for this service. Recycling service charge funds may be used for non-residential recycling costs, source-separated compostable material collection and associated costs, or other costs consistent with the County’s Solid Waste Management Plan and approved by Saint Paul – Ramsey County Public Health.

- D. On or before December 1 of each year the City shall provide the Department with a recycling budget which details eligible costs for the subsequent year. The budget shall show how all SCORE funds to be distributed to the City by the County for recycling service are proposed to be used.
- E. The City shall pay the County the actual costs of administering the City’s recycling service charge. The County’s actual costs will include but are not limited to the costs of computer programming and the Ramsey County Property Tax, Records and Election Services Department’s direct overhead costs attributable to providing these services. The City shall pay the County within thirty (30) days of receipt of the County’s invoice.
- F. On or before December 1 of each year, or on such other date as may be agreeable to the parties during the term of this Agreement, the City shall provide the County with a spreadsheet identifying property identification numbers (PINS), parcel types, recycling service charge rates and other requested information to be applied to each property.

II. COUNTY OBLIGATIONS

After receipt of the recycling service charge rates from the City, the County shall list the City’s recycling charge on the property owners’ tax statements, and shall label the charge as “Recycling.”

III. TERM

The Term of this Agreement is January 1, 2025 through December 31, 2029.

IV. TERMINATION

- A. FOR CAUSE. In the event that the City fails to comply with the terms of this Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, the

County may terminate this Agreement. In the event that the County exercises its right to terminate this Agreement for cause, the County shall submit written notice to the City specifying the reasons for termination and the date upon which the termination becomes effective.

- B. WITHOUT CAUSE. This Agreement may be terminated by either party without cause, on one hundred-eighty (180) days written notice to the other party.
- C. OTHER EVENTS. In the event of a loss in funding or that the County's authority to provide the services contemplated in this Agreement is modified or repealed this Agreement immediately terminates.

V. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the City shall make available to the County, the State Auditor or the County's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of the City relating to this Agreement.

VI. HOLD HARMLESS

Each party agrees to defend, indemnify and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act or omission on the part of the party or any of its agents or employees in the performance of or with relation to any of the work or services provided by the party under the terms of this Agreement. Nothing in this Agreement shall constitute a waiver by either party of any limitations or exceptions of liability under Minnesota Statutes Chapter 466.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Each party agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability or age. When required by law and requested by the other party, each party shall furnish a written affirmative action plan to the other party.

VIII. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purpose in the course of either party’s performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act. The parties agree to abide strictly by these statutes, rules and regulations.

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF SHOREVIEW

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners
Date: _____

Approved as to form and insurance:

Caitlin Mohamed

Assistant County Attorney
Date: November 7, 2024

JOINT POWERS AGREEMENT FOR SOLID WASTE AND RECYCLING FUNDING

This Agreement is between the County of Ramsey, (“County”), and the City of Saint Paul (“City”).

RECITALS

WHEREAS, the County requires municipalities to assure recycling service is available to all residents at their place of residence; and,

WHEREAS, the County requires each municipality to be responsible for developing a long- term financing mechanism to fund its residential recycling program; and,

WHEREAS, the County has authority, pursuant to Minnesota Statutes §§ 473.811 and 400.08, to collect just and reasonable rates and charges for solid waste management services provided by the County or by others under contract with the County; and,

WHEREAS, the City desires to finance its residential recycling program by assessing individual property owners within the City for the costs of its program utilizing the County’s solid waste management service charge authority under contract with the County;

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive from this Agreement, the Parties hereby enter into this Agreement for the purposes stated herein.

I. CITY OBLIGATIONS

- A. The City shall comply with all requirements as laid out in the 2025 SCORE grant agreement and all forthcoming SCORE grant agreements through the duration of this Agreement.
- B. The City shall comply with Minnesota Statutes §§ 115A.46 and 115A.471 when arranging for the management of mixed municipal solid waste (MSW), including MSW from City-owned, operated or leased properties, and assure delivery of such waste to a waste processing facility for resource recovery.
- C. The City shall apply funds collected by the County on behalf of the City, pursuant to this Agreement, hereafter described as solid waste and recycling service charge funds, to solid waste management, residential recycling and related activities. Recycling service charge funds may be used for the recycling portion of residential clean-up events and curbside collections, recycled product procurement, recycling collection bins, costs of providing a recyclable material drop-off center, management of tree and shrub waste, source-separated organics collection and associated costs, educational materials, or other costs consistent with the County’s Solid Waste Management Plan and approved by Saint Paul

– Ramsey County Public Health (“the Department”). Administrative costs associated with the City’s solid waste and recycling program are eligible, but must first be approved by the Department.

The City may apply solid waste and recycling service charge funds collected by the County on behalf of the City, pursuant to this Agreement, to non-residential solid waste and recycling costs so long as fees are charged to non-residential properties for this service. Solid waste and recycling service charge funds may be used for non-residential solid waste and recycling costs, source-separated compostable material collection and associated costs, or other costs consistent with the County’s Solid Waste Management Plan and approved by Saint Paul – Ramsey County Public Health.

- D. On or before December 1 of each year the City shall provide the Department with a solid waste and recycling budget which details eligible costs for the subsequent year. The budget shall show how all SCORE funds to be distributed to the City by the County for recycling service are proposed to be used.
- E. The City shall pay the County the actual costs of administering the City’s solid waste and recycling service charges. The County’s actual costs will include but are not limited to the costs of computer programming and the Ramsey County Property Tax, Records and Election Services Department’s direct overhead costs attributable to providing these services. The City shall pay the County within thirty (30) days of receipt of the County’s invoice.
- F. On or before December 1 of each year, or on such other date as may be agreeable to the parties during the term of this Agreement, the City shall provide the County with a spreadsheet identifying property identification numbers (PINS), parcel types, solid waste and recycling service charge rates and other requested information to be applied to each property.
- G. Should it be determined that the solid waste portion of the solid waste and recycling charge is subject to the Solid Waste Management Tax or the County Environmental Charge, the City shall be responsible for ensuring payment of those taxes and/or charges.

II. COUNTY OBLIGATIONS

After receipt of the solid waste and recycling service charge rates from the City, the County shall list the City’s charge on the property owners’ tax statements, and shall label the charge as “Solid Waste and Recycling.”

III. TERM

The Term of this Agreement is January 1, 2025 through December 31, 2029.

IV. TERMINATION

- A. **FOR CAUSE.** In the event that the City fails to comply with the terms of this Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, the County may terminate this Agreement. In the event that the County exercises its right to terminate this Agreement for cause, the County shall submit written notice to the City specifying the reasons for termination and the date upon which the termination becomes effective.
- B. **WITHOUT CAUSE.** This Agreement may be terminated by either party without cause, on one hundred-eighty (180) days written notice to the other party.
- C. **OTHER EVENTS.** In the event of a loss in funding or that the County's authority to provide the services contemplated in this Agreement is modified or repealed this Agreement immediately terminates.

V. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the City shall make available to the County, the State Auditor or the County's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of the City relating to this Agreement.

VI. HOLD HARMLESS

Each party agrees to defend, indemnify, and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act or omission on the part of the party or any of its agents or employees in the performance of or with relation to any of the work or services provided by the party under the terms of this Agreement. Nothing in this Agreement shall constitute a waiver by either party of any limitations or exceptions of liability under Minnesota Statutes Chapter 466.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Each party agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability or age. When required by law and requested by the other party, each party shall furnish a written affirmative action plan to the other party.

VIII. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purpose in the course of either party’s performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act. The parties agree to abide strictly by these statutes, rules and regulations.

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF SAINT PAUL

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners
Date: _____

By: _____
Director of Public Works
Date: _____

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners
Date: _____

Approval as to Form:
By: _____
Municipal Attorney
Date: _____

Approved as to form and insurance:
Caitlin Mohamed

Assistant County Attorney
Date: November 7, 2024

By: _____
Director of Finance
Date: _____

Approved:
By: _____
Deputy Mayor
Date: _____

JOINT POWERS AGREEMENT FOR RECYCLING FUNDING

This Agreement is between the County of Ramsey, (“County”), and the City of Lauderdale (“City”).

RECITALS

WHEREAS, the County requires municipalities to assure recycling service is available to all residents at their place of residence; and,

WHEREAS, the County requires each municipality to be responsible for developing a long- term financing mechanism to fund its residential recycling program; and,

WHEREAS, the County has authority, pursuant to Minnesota Statutes §§ 473.811 and 400.08, to collect just and reasonable rates and charges for solid waste management services provided by the County or by others under contract with the County; and,

WHEREAS, the City desires to finance its residential recycling program by assessing individual property owners within the City for the costs of its program utilizing the County’s solid waste management service charge authority under contract with the County;

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive from this Agreement, the Parties hereby enter into this Agreement for the purposes stated herein.

I. CITY OBLIGATIONS

- A. The City shall comply with all requirements as laid out in the 2025 SCORE grant agreement and all forthcoming SCORE grant agreements through the duration of this Agreement.
- B. The City shall comply with Minnesota Statutes §§ 115A.46 and 115A.471 when arranging for the management of mixed municipal solid waste (MSW), including MSW from City-owned, operated or leased properties, and assure delivery of such waste to a waste processing facility for resource recovery.
- C. The City shall apply funds collected by the County on behalf of the City, pursuant to this Agreement, hereafter described as recycling service charge funds, to residential recycling and related activities. Recycling service charge funds may be used for the recycling portion of residential clean-up events and curbside collections, recycled product procurement, recycling collection bins, costs of providing a recyclable material drop-off center, management of tree and shrub waste, source-separated organics collection and associated costs, educational materials, or other costs consistent with the County’s Solid Waste Management Plan and approved by Saint Paul – Ramsey County Public Health (“the

Department”). Administrative costs associated with the City’s solid waste and recycling program are eligible, but must first be approved by the Department.

The City may apply recycling service charge funds collected by the County on behalf of the City, pursuant to this Agreement, to non-residential recycling costs so long as fees are charged to non-residential properties for this service. Recycling service charge funds may be used for non-residential recycling costs, source-separated compostable material collection and associated costs, or other costs consistent with the County’s Solid Waste Management Plan and approved by Saint Paul – Ramsey County Public Health.

- D. On or before December 1 of each year the City shall provide the Department with a recycling budget which details eligible costs for the subsequent year. The budget shall show how all SCORE funds to be distributed to the City by the County for recycling service are proposed to be used.
- E. The City shall pay the County the actual costs of administering the City’s recycling service charge. The County’s actual costs will include but are not limited to the costs of computer programming and the Ramsey County Property Tax, Records and Election Services Department’s direct overhead costs attributable to providing these services. The City shall pay the County within thirty (30) days of receipt of the County’s invoice.
- F. On or before December 1 of each year, or on such other date as may be agreeable to the parties during the term of this Agreement, the City shall provide the County with a spreadsheet identifying property identification numbers (PINS), parcel types, recycling service charge rates and other requested information to be applied to each property.

II. COUNTY OBLIGATIONS

After receipt of the recycling service charge rates from the City, the County shall list the City’s recycling charge on the property owners’ tax statements, and shall label the charge as “Recycling.”

III. TERM

The Term of this Agreement is January 1, 2025 through December 31, 2029.

IV. TERMINATION

- A. FOR CAUSE. In the event that the City fails to comply with the terms of this Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, the

County may terminate this Agreement. In the event that the County exercises its right to terminate this Agreement for cause, the County shall submit written notice to the City specifying the reasons for termination and the date upon which the termination becomes effective.

- B. **WITHOUT CAUSE.** This Agreement may be terminated by either party without cause, on one hundred-eighty (180) days written notice to the other party.
- C. **OTHER EVENTS.** In the event of a loss in funding or that the County's authority to provide the services contemplated in this Agreement is modified or repealed this Agreement immediately terminates.

V. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the City shall make available to the County, the State Auditor or the County's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of the City relating to this Agreement.

VI. HOLD HARMLESS

Each party agrees to defend, indemnify and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act or omission on the part of the party or any of its agents or employees in the performance of or with relation to any of the work or services provided by the party under the terms of this Agreement. Nothing in this Agreement shall constitute a waiver by either party of any limitations or exceptions of liability under Minnesota Statutes Chapter 466.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Each party agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability or age. When required by law and requested by the other party, each party shall furnish a written affirmative action plan to the other party.

VIII. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purpose in the course of either party’s performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act. The parties agree to abide strictly by these statutes, rules and regulations.

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF LAUDERDALE

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners
Date: _____

Approved as to form and insurance:

Caitlin Mohammed

Assistant County Attorney
Date: November 7, 2024

VIII. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purpose in the course of either party's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act. The parties agree to abide strictly by these statutes, rules and regulations.

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF LAUDERDALE

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners
Date: _____

Mary Gaasch

Mary Gaasch, Mayor

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners
Date: _____

Heather Butkowski

Heather Butkowski, City Administrator

Approved as to form and insurance:

Date: 11/12/24

Assistant County Attorney
Date: _____

Board of Commissioners

Request for Board Action

Item Number: 2024-534

Meeting Date: 11/19/2024

Sponsor: Public Health

Title

Memorandum of Agreement with University of Minnesota Extension for 4-H Youth Development and Extension Volunteer Program

Recommendation

1. Approve the Memorandum of Agreement with University of Minnesota Extension for administration of the 4-H Youth Development and Extension Volunteer Program education programs for the period of January 1, 2025, through December 31, 2027.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to approve and execute amendments in accordance with the provisions of the agreement, provided the amounts are within the limits of available funding.

Background and Rationale

Ramsey County has previously partnered with University of Minnesota Extension (Extension) to support two public education programs under two separate agreements:

- The 4-H Youth Development Program (4-H)
- The Extension Volunteer Program (formerly known as The Master Gardner Program)

Minnesota Statute 38.34 authorizes a board of county commissioners to incur expenses and spend money for county Extension work. Ramsey County currently provides funding for the general operations and employment of Extension Educators to administer these programs to county residents. Public Health will fund both programs for the proposed 2025-2027 agreement.

4-H Program:

4-H Youth Development Program (4-H) is delivered in a county-based funding model across the state of Minnesota. This historical partnership between Extension and counties have allowed the rich resources at the university and in local communities to be exchanged for greater understanding and benefit.

4-H is a positive youth development program for young people of all beliefs and backgrounds in grades K-12, empowering them with skills to lead for a lifetime. Through hands-on non-formal learning experiences, young people engage with peers and caring adults to develop a spark for learning while nurturing and growing their leadership, civic engagement, and life skills.

In Ramsey County, the 4-H Youth Development program:

- Supports hundreds of member youth from across Ramsey County to engage in 4-H clubs, camps, showcases and other 4-H learning experiences. This includes recruitment, screening, and training of over 150 volunteers, interns, and partners to support these youth experiences.
- Partners with Ramsey County Library to offer enrichment experiences for young people.
- Builds sustainable funding out of the 4-H Ramsey County Leaders' Council that supports Ramsey County 4-H youths' participation in the larger 4-H program and reduces barriers to

participation.

- Provides youth worker training and technical assistance to youth-serving organizations.
- Will support public education opportunities and programs related to waste management and recycling.

Extension Volunteer Program:

St. Paul - Ramsey County Public Health has contracted with the Extension Service since the 1990's to provide programs and employ Extension Volunteer Coordinator staff, specifically in support of public education opportunities related to waste management. The program teaches residents gardening skills and strengthens community health and environmental stewardship through composting, recycling education at public facing events, and through gardening projects with area schools and with community organizations. Investment in this program leverages close to 10,000 hours of volunteer time annually in Ramsey County, reaching thousands of residents in various locations throughout the county.

The Ramsey County board recently engaged in discussions with Extension about updating the name of this volunteer program by removing "Master" from contracts and program documents. This Memorandum of Agreement (MoA) submitted by Extension for the current contract cycle reflect this consensus, replacing "Master Gardener Program" with "Extension Volunteer Program" across all documents.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Functions in both programs provide direct contact with the public, providing education opportunities for all. The 4-H program allows youth development in 4-H clubs, camps, showcases and other experiences. 4-H programs have higher intensity, duration, and sustained involvement than other youth programs. 4-H participants have better school attendance, grades and test scores, work habits and interpersonal skills. In 2023, the program had 340 enrolled participants and 16% of these were Latine (ethnicity) and 46% of these participants were youth of color (race) These opportunities provide students with experience in cross-cultural events, programs, workshops, and immersive experiences that prepare them to thrive and develop confidence in who they are. The Extension Volunteer Program provides access to public education related to waste management for all in Ramsey County. In 2023 the Extension Volunteer Program had 381 certified volunteers and interns, with over 19,700 hours of volunteer time in the community. These numbers reflect the opportunities to serve in underserved communities by providing access to gardening education for future sustainability, such as growing neighborhood vegetables, fruits, and native plant gardens.

Community Participation Level and Impact

Ramsey County and Extension have combined the 4-H and Gardener Volunteer programs to coordinate outreach and education efforts more efficiently to Ramsey County residents. The 4-H program offers hands-on non-formal learning experiences where young people engage with peers and caring adults to develop a spark for learning while nurturing and growing their leadership, civic engagement, and life skills. The Extension Volunteer program strengthens community health and environmental stewardship through composting, recycling education at public facing events, online workshops, and learning, and through gardening projects with area schools and community organizations. The investment leverages 10,000 hours of volunteer time and reaches residents throughout the community to work on waste management efforts.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

The budget for a 2025-2027 agreement is as follows:

Program	2025	2026	2027
4-H Youth Development	\$225,750	\$232,523	\$239,519

Gardener Volunteer Coordinator	\$110,750	\$114,023	\$117,419
TOTAL	\$336,500	\$346,546	\$356,938

The 4-H Youth Development Program and the Extension Volunteer Coordinator Program will be managed by Saint Paul Ramsey County Public Health. In 2025, the Communications and Public Relations department allocated \$190,035 to support the 4-H Youth Development Program, with the remaining costs covered by Saint Paul Ramsey County Public Health. Beginning with the 2026-2027 budget, both extension programs will be included in the Environmental Health budget.

Last Previous Action

On December 19, 2023, The Ramsey County Board of Commissioners approved the Agreement with University of Minnesota Extension for Administration of 4-H Youth Development and Master Gardener (Resolution B2023-253)

Attachments

1. Ramsey MOA 2025-2027
2. 5a. 2025-2027 MOA Exhibit D _ydchart FINAL
3. 5a. 2025-2027 MOA Exhibit D _ydchart FINAL
4. 2025-2027 MOA Exhibit C_ University Recommendations 10.3.24 FINAL
5. Ramsey 2025-2027 MOA Exhibit B_ Program Deliverables 10.3.24 FINAL
6. Ramsey MOA 2025-2027 Exhibit A FINAL

Agreement
Between the Regents of the University of Minnesota
And
Ramsey County, Minnesota
For providing Extension programs locally and
employing Extension Staff

This Agreement (“Agreement”) between the County of Ramsey Minnesota (“County”) and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2025, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2025 and ending on December 31, 2027, unless earlier terminated as provided in paragraphs 9 and 10.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University’s Director of Extension, or the Director’s designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment the University’s state-wide Extension programs (Programs) as detailed in Exhibit A, Table A. Program deliverables are listed in Exhibit B.

2. County recognizes that University costs for supporting these Programs and positions increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University agrees to hire, schedule, pay, and evaluate employees. University employees will follow University policies, procedures, contracts and labor agreements. University will provide salary and fringe benefits for the positions and, following University personnel guidelines, University will determine the salary adjustment of each University Extension employee. University will provide employee supervision, staff development, and performance management. University also agrees to provide Program leadership, connections to University research, enhanced programming from state/regional Extension employees, oversight for risk management and contract management, and payroll and accounting services, including reimbursing employees for business travel.

4. County also agrees to provide office space, office furnishings, telephone, computer and printer, software, internet service, storage space, and general office supplies for the positions listed on Exhibit A.

5. University will bill the County quarterly and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County for the Program and University hired administrative support specialist positions shall be billed and paid in four (4) equal quarterly payments. University will bill the County for short-term temporary casual positions as outlined in Exhibit A.

6. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the Program with regional educators and/or temporary employees with the involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees. If the Program is reduced during a leave of absence, the University and County will mutually agree to the amount the invoice should be adjusted.

7. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired Program and position, University will hire new personnel with the involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the Program during the hiring process, the County will be billed at the contract price.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.37. The County Extension Committee will have the option to provide input to University on Programs as part of the University's annual Program evaluation. County and University will work together to address Program concerns. Program or personnel issues that cannot be resolved locally, should be addressed with the supervisor (Exhibit D - Org. Chart).

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the Program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in Programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the Programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days' prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County: St. Paul - Ramsey County Public Health
Attn: Diane Holmgren, Interim Director
90 West Plato Boulevard
St. Paul, MN 55107
E-mail: diane.holmgren@ramseycounty.us

If to University: University of Minnesota
Minnesota Extension
Attn: Dean Beverly R. Durgan
240 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
E-mail: mnext@umn.edu

11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. With respect to their obligations under this Agreement, the University and the County are committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

– Signature Page Follows –

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

RAMSEY COUNTY

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Date: _____

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Regents of the University of Minnesota

BY _____
Dean, University of Minnesota Extension

DATE _____

Approved as to form and insurance:

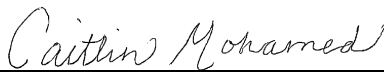
DATE

Approval Recommended

BY 
Diane Holmgren, Interim Public Health Director

DATE 11/12/2024

Approved as to form and Insurance

BY 
County Attorney

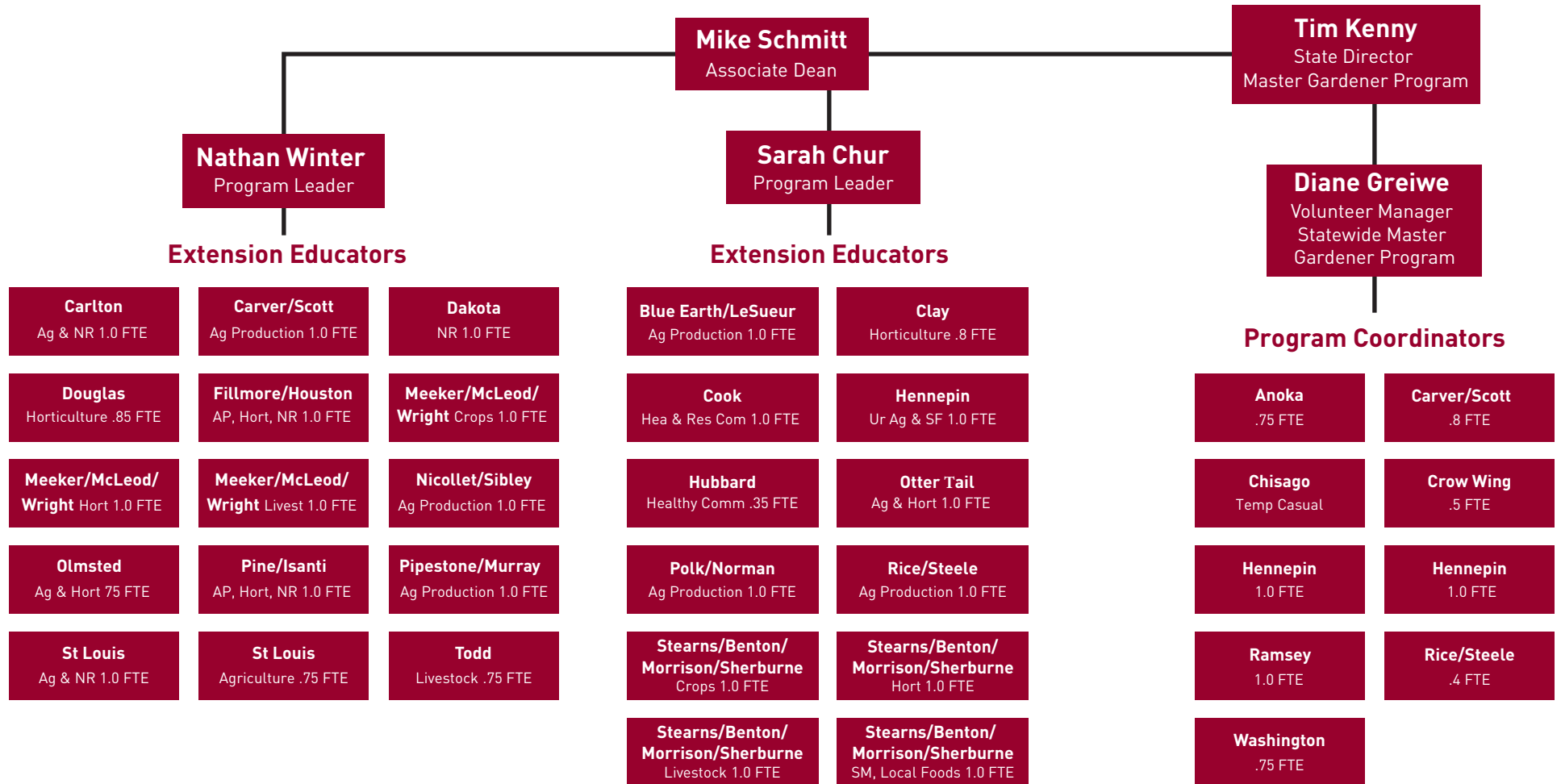
DATE _____

Department of Youth Development

Jennifer Skuza
Associate Dean



Department of Agricultural and Natural Resource Systems



Agreement between the Regents of the University of Minnesota through its Extension and Ramsey County, Minnesota

Exhibit C: University Recommendations

The County will determine the level of availability and type of local support as established in the annual budget. Per the Memorandum of Agreement, paragraph 4, the University offers the following recommendations for technology support for Extension employees located in county Extension offices.

1. Technology recommendations for Extension employees located in county Extension offices

- Hardware: Laptop computer; keyboard and mouse; monitor; docking station; camera with microphone; and, printer or access to a shared printer for each employee.
 - A laptop computer is recommended over a desktop computer for ease of use offsite (e.g. county fair; programs)
- Software: Allow for installation, use, and updates to University-provided software on county hardware and networks: Google Workspace; Microsoft Office; Web Conferencing (e.g. Zoom); 4HOnline
 - Google Workspace is used by the University for email, shared calendars, online document editing and storage, and quick connections by chat or video.
 - Microsoft Office is used to create documents, spreadsheets, and presentations.
 - Web Conferencing tools, like Zoom, are used by the University for regularly scheduled internal and external meetings and training (e.g. updates on 4honline and fair entry software).
 - 4-HOnline is an online member enrollment and event management software used by Minnesota 4-H.
- Website Access:
 - University and Extension web pages are used for internal communication, accessing resources for program participants, and updating county websites.
- Social Media Access
 - Facebook and X (formerly Twitter) are used for promoting programming to the public, including 4-H members and volunteers.
- Access to electronic county forms/documents required for the position.
- Support from County IT.

Agreement between the Regents of the University of Minnesota through its Extension and Ramsey County, Minnesota

Exhibit B: Program Deliverables

The University of Minnesota Extension offers the County four options for augmenting Extension programming locally. Deliverables within a county depend on the Program(s) selected (Exhibit A - Table A) and the level of investment in the Program.

4-H Youth Development:

1. The county 4-H program will be delivered to promote youth learning, leadership and service with research-based curricula and educational methods.
2. All 4-H'ers will have opportunities to showcase their learning, leadership and service at public events.
3. All 4-H'ers will have opportunities to participate in regional, state and national 4-H programs and events.
4. A volunteer system will be in place to recruit, train and engage adults to support the delivery of the county 4-H program.
5. Community needs and opportunities will be discussed and 4-H program plans, program calendar, impact reports and other communications will be shared with the County Extension Committee, 4-H membership and families, and other stakeholders.

Agriculture, Food and Natural Resources:

1. Extension educators will provide customized, research-based resources and education to meet identified County needs.
2. Extension educators will provide agricultural, horticultural, and natural resource adult education that is reliable and practical, using a variety of delivery methods/platforms.
3. Extension educators will provide technical assistance (phone, online, in-person) for homeowners and farmers.
4. Extension Volunteer Program coordinators will guide county volunteers in volunteer recruitment, training, and program delivery, with a focus on sharing research-based horticultural knowledge and practices, cultivating diverse collaborations, supporting project-based volunteer activities and inspiring change.
5. Extension educators and program coordinators will discuss county needs and share program goals, impact reports, calendar of events, newsletters, and other communications with the County Extension Committee and other stakeholders.

**Agreement between the Regents of the University of Minnesota through its Extension
and Ramsey County, Minnesota**

Exhibit A: Extension Programs and Positions Supported by the County

The County has agreed to support the following University of Minnesota Extension Programs and positions. Package prices are based on a three-year commitment unless otherwise noted.

Table A: Programs

County agrees to provide the funds identified below to augment the following Extension Programs and positions. Package prices include salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced “Agreement.”

Program/Position	2025		2026		2027	
	FTE	Price	FTE	Price	FTE	Price
Extension Educator 4-H Youth Development	2	\$200,000	2	\$206,000	2	\$212,200
To support general operations, community outreach programming, equipment, supplies, evaluation, and administrative support associated with the Extension 4-H Youth Development program in Ramsey County		\$25,750		\$26,523		\$27,319
Extension Volunteer Program Coordinator	1	\$85,000	1	\$87,500	1	\$90,100
To support general operations, community outreach programming, equipment, supplies, evaluation, and administrative support associated with the Extension volunteer program in Ramsey County		\$25,750		\$26,523		\$27,319
Total	3	\$336,500	3	\$346,546	3	\$356,938

Board of Commissioners

Request for Board Action

Item Number: 2024-520

Meeting Date: 11/19/2024

Sponsor: Public Works

Title

Request of Use of Central Fleet Services Fund Balance

Recommendation

1. Approve the transfer of \$800,000 from the Central Fleet Services fund balance to Central Fleet Services general operating budget.
2. Authorize the use of transferred Central Fleet Service fund balance dollars for the purchase and implementation of Global Positioning System and Telematics devices throughout the majority of the county's fleet.
3. Authorize the use of transferred Central Fleet Service fund balance dollars to supplement the budget line items associated with general operations costs for maintenance and repair activities.
4. Authorize the County Manager to account for the Global Positioning System and Telematics Technology Implementation Project budget in Public Works Central Fleet.

Background and Rationale

Ramsey County Central Fleet Services stands out as one of the few major fleet management entities in the area that has yet to adopt Global Positioning System (GPS) and Telematics technology for vehicle tracking and data collection. Central Fleet Services management has identified approximately 900 county-owned vehicles and equipment that are prime candidates for the installation of these devices. The advantages and return on investment from implementing GPS and Telematics systems far exceed the initial and ongoing maintenance costs.

By equipping county-owned vehicles and equipment with these technologies, Central Fleet Services can harness valuable data that aligns with our strategic goals, enhancing operational efficiency for both Central Fleet Services and the various county departments and divisions that rely on these assets to serve Ramsey County residents. For instance, GPS tracking will enable Central Fleet Services management to monitor vehicle equipment usage while safeguarding county assets against theft through geofencing alerts, which provides notification when a vehicle exits a designated area during specified times.

Telematics will provide crucial insights into mileage and operating hours, facilitating effective preventative maintenance schedules that help minimize repair costs. Diagnostic Trouble Codes (DTCs) will be automatically transmitted from our vehicles, streamlining the identification and resolution of mechanical issues. Additionally, Central Fleet Services staff can analyze core fuel metrics such as idle time, engine hours, and fuel efficiency, which will inform decisions regarding the potential replacement of vehicles with alternatives that utilize cleaner fuels.

Moreover, Central Fleet Services staff can capture driver behavior data - such as harsh braking, excessive speeding, accident alerts, and aggressive turning - which can be summarized and used to educate county drivers on safe operation practices.

Central Fleet Services plans to deploy GPS and Telematics devices across an initial 685 vehicles and pieces

of equipment, with an estimated total cost of \$500,000 over five-year contract period. This cost, calculated on a per-vehicle basis, covers the physical GPS and Telematics devices, network connectivity for data transmission, a cloud-based interface for configuration and data access, and ongoing support services for troubleshooting.

The devices will be initially installed across a wide range of county assets, including heavy-duty equipment, heavy-duty vehicles, specialized vehicles, light-duty vehicles, trailers, and both front-line and administrative Sheriff's squad vehicles.

Central Fleet Services staff are expected to lead the installation of these devices. However, should there be any challenges with staff availability or if they are engaged with other service duties, a third-party contractor may be considered to assist with the installation process. The initial implementation is expected to take place over the course of one year, though the timeline may extend depending on vehicle availability and the capacity of Central Fleet Services staff.

Upon completion of the initial implementation of GPS and Telematics devices, Central Fleet Services is committed to collaborating with internal county employees to optimize the use of GPS and Telematics data. Central Fleet Services staff will establish super-user groups from various divisions and departments that are assigned vehicles and equipment containing GPS and Telematics devices, granting them access to relevant vehicle information, including usage patterns, GPS locations (if allowed), and assignment details.

In addition, Central Fleet Services staff will inform and provide key metrics to the broader employee community aimed at enhancing safety and minimizing emissions. For instance, reports highlighting unsafe driving behaviors - like harsh braking, speeding, and unsafe turning - will be shared to support better training for vehicle operators. Continuous data monitoring will also help identify excessive idling and improve fuel efficiency through effective route planning. This initiative will not only enhance operational efficiency but also contribute to a more sustainable approach to vehicle use by empowering employees with information and working with them to better use county-owned assets that serve Ramsey County residents.

The additional \$300,000 requested, after covering the initial purchase and maintenance costs of the GPS and Telematics devices, will be allocated to support Central Fleet Services parts, maintenance, and repair budget, which has been significantly affected by inflation.

As of November 2024, Central Fleet Services parts and repairs accounts are over budget by \$336,000 for the year. An initial review suggests that these overages are primarily due to rising inflation in both parts and third-party repair costs, as well as the aging fleet, which has led to an increased frequency of required repairs and preventive maintenance. To address this shortfall, an additional \$300,000 in funding is needed to bring Central Fleet Services budget back in line. This adjustment will help ensure that necessary services for fleet operators, vehicles, and equipment can continue without disruption.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

GPS and Telematics implementation would be a widespread county effort. While Central Fleet Services staff think direct impact to racial equity is limited, it will offer Central Fleet Services the ability to better track and maintain county-owned equipment which would in turn allow divisions and departments to better serve Ramsey County residents.

Community Participation Level and Impact

There was no community engagement associated with this request for board action.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The funding for this request is coming from the Central Fleet Services fund balance. Adequate funding is available to accommodate this request. Of the \$800,000, approximately \$500,000 will be spent to implement the Global Positioning System and Telematics Technology Implementation Project. The remaining \$300,000 will be allocated to support Central Fleet Services parts, maintenance, and repair budget, which has been significantly impacted by inflation.

Last Previous Action

None.

Attachments

1. Fund Balance

CENTRAL FLEET SERVICES - 2024 FUND BALANCE (RBA 2024-520)	
Existing Balance – Fleet Fund:	\$1,010,763.00
Draw Amount Requested:	(\$800,000.00)
Remaining Balance – Fleet Fund:	\$210,763.00

Item Number: 2024-373

Meeting Date: 11/19/2024

Sponsor: Parks & Recreation

Title

Permanent Highway Easement with Minnesota Department of Transportation for Access to Keller Regional Park Drainage Improvement Project

Recommendation

1. Approve a Permanent Highway Easement with the Minnesota Department of Transportation for access to Keller Regional Park in Maplewood to complete a drainage improvement project.
2. Authorize the Chair and Chief Clerk to execute the Permanent Highway Easement.
3. Authorize the County Manager to execute amendments to the Permanent Highway Easement to Keller Regional Park in a form approved by the County Attorney's Office.

Background and Rationale

The Minnesota Department of Transportation (MnDOT) owns and operates existing stormwater drainage infrastructure located north of the intersection of Highway 61 and Frost Avenue within the Highway 61 road right-of-way adjacent to Keller Regional Park. Ramsey County owns and operates Keller Regional Park in Maplewood. MnDOT is requesting a 966 square feet permanent State Highway easement for additional construction workspace as related to State Project 6221-107 to complete improvements on an existing storm sewer drain within the Highway 61 right-of-way. Drainage improvements consist of cleaning the existing storm sewer drain, removal of built-up sediment, and a new center system manhole/sump, riprap, drain apron, and restoration of site impacts related to construction activities.

MnDOT has completed a Minimum Damage Assessment Report and has determined a value for the 966 square feet Permanent Highway Easement in the amount of \$2,300. Underlying fee ownership will not be impacted.

The Permanent Highway Easement will allow improved access for long-term maintenance activities on existing Highway 61 stormwater infrastructure. MnDOT has prepared project plans, specifications, and necessary agreements in coordination with Ramsey County Parks & Recreation, and the Ramsey County Attorney's Office. All project activities and restoration will not be at a cost to the county.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

While the drainage improvements are localized, the effect of maintaining the stormwater infrastructure has long term benefits within Keller Regional Park. Keller Regional Park serves as a regional amenity for its trails and has one of the few Tuj Lub courts in the Twin Cities. Improvements will improve stormwater drainage along the Highway 61 corridor and adjacent areas resulting in less impact to trails that serve as a key access at the south end of Keller Regional Park.

Community Participation Level and Impact

There was no community participation related to the Easement Agreement. This is a MnDOT led project regarding stormwater improvements for Highway 61 adjacent to Keller Regional Park.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The permanent easement area is valued at \$2,300 and was established by an independent land appraisal. After execution of the Permanent Easement, MnDOT will pay the county \$2,300 for the permanent easement. This revenue will be deposited to the Ramsey County general fund.

Last Previous Action

On September 15, 2020, the Ramsey County Board of Commissioner approved a drainage easement agreement with the Minnesota Department of Transportation in Keller Regional Park (Resolution B2020-173).

Attachments

1. Offer Letter
2. Offer to Sell
3. Easement Agreement
4. Parcel Valuation

Date: _____

Ramsey County
Attn: Robert Brown
1425 Paul Kirkwold Dr
Arden Hills, MN 55112

In reply refer to: MS 050
S.P.: 6221-107RW C.S.: 6222 (61=1) 152 Job: TRW240023
County: Ramsey
Parcel: 706 - County of Ramsey
Property Address: Arcade Street, just south of the Gateway Trail

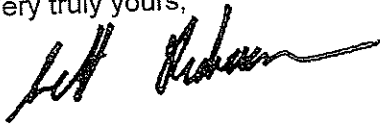
The State of Minnesota, acting through its Department of Transportation (MnDOT), will be purchasing a permanent easement from your property for improvements to Highway 61. The person delivering this purchase package is a representative of MnDOT and will explain the procedures involved in the permanent easement acquisition process.

This package includes a copy of an appraisal completed by MnDOT for the permanent easement being purchased. The certified appraised amount offered to you is \$2,300.00. This amount is for a permanent easement which is being acquired and no other damages or loss in value to the remainder property has been identified in the appraisal.

In accordance with Federal and State laws and regulations, eligible property owners and/or occupants of the property on the date of this purchase offer may be entitled to relocation assistance and benefits.

It is important that you review all of the information provided in this purchase package. It will help explain your rights during the purchasing process and assist you in making your decisions. If at any time you have questions or concerns, please contact Sandy West-Vecellio at 651-775-4371 your MnDOT representative.

Very truly yours,



Scott Pedersen, P.E.
Metro District – Program Delivery Engineer

Enclosures:

- "Guide for Property Owners" Booklet
- Legal Description describing, acquisition
- Offer to Sell and Memorandum of Conditions (reference copy if applicable)
- Conveyance Instrument (reference copy if applicable)
- "Relocation Assistance" Booklet (if applicable)
- Valuation Report
- Appraisal Reimbursement Claim form
- Acquisition Incidental Claim form
- Plat map (if applicable)
- Parcel sketch

Receipt of Valuation Report:

Date: _____

Owners Signature: _____

Office of Land Management (2-98)

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase
APPROVED

By

C.S.: 6222 (61=1) 152 Parcel: 706 County: Ramsey

Owners and addresses: County of Ramsey, 1425 Paul Kirkwold Dr, Arden Hills, Minnesota, 55112;

For a valuable consideration, on this _____ day of _____, _____, the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of _____ Dollars (\$_____) a permanent easement therein situated in Ramsey County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid permanent easement therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within _____ days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the permanent easement shall transfer to the State _____ days after the date of acceptance. The owners shall have the right to continue to occupy the permanent easement or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the permanent easement and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects (if any) therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures (if any) will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements (if any) are vacated. The owners will maintain the improvements (if any) during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements (if any) on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said permanent easement interest shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said permanent easement shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a written consent of mortgagee. Any fee charged by the mortgage holder for the written consent of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the permanent easement until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including: None.

OWNERS

COUNTY OF RAMSEY

By _____

Its _____

And _____

Its _____

(Address of Owner where acceptance is to be mailed.)

Minimum Damage Acquisition (MDA) Report

Note: per MN Statute 82B.03, Subdiv. 4, an MDA (“Minimum Damage Acquisition”) report is not considered to be an appraisal, rather it is considered to be a “Valuation Service”. As a result, an MDA report is not bound by USPAP (“Uniform Standards of professional appraisal practice”)-see “Certification” page for “Appraiser Disclosure”.

State Project:	6221-107 RW Parcel 706
Control Section:	6222 (61 = 1) 152
Owner of record:	Ramsey County (Parks and Recreation Dept.)
Address:	XXX Frost Avenue, Maplewood, MN 55109
Intended Use/Purpose:	Temp. acquisition to complete project improvements.
Intended Users:	MnDOT and Property Owner (No others identified)
Interest Appraised:	Fee ownership
Entire Tract:	41,867 square feet.
Improvements:	None. Vacant Park land with a paved trail.
Zoning:	F (“Farm”) district-see “Zoning”.
Highest and Best Use:	One detached single family residential building.
Intended Acquisition:	966 square foot permanent State Highway easement.
Estimate of Damages:	\$2,300 (r).
Valuation Date:	03/20/2024
Evaluator:	Richard Forsythe/Real Estate Representative Senior.



Minnesota Department of Transportation

1500 West County Road B2
Roseville, MN 55113

TRANSMITTAL LETTER

April 18th, 2024

To: John C. Mascari
Real Estate Specialist Supervisor
1500 County Road B2, Roseville, MN 55113

RE: Partial acquisition of parcel: 706 at:
XXX Frost Avenue, MN 55109
S.P.: 6221-107 RW
C.S.: 6222 (61 = 1) 152

Pursuant to your request, I have completed an estimate of compensation for a proposed acquisition area for right-of-way purposes. The following written MDA ("Minimum Damage Acquisition") report represents the analysis, findings, and conclusions for the opinion of compensation. I made an inspection of the area to be acquired from the subject property and have fully identified the real estate being acquired in this MDA ("Minimum Damage Acquisition") report.

After careful consideration of the many factors influencing value, it is my opinion, the interests to be acquired from the subject property, and the damages which may result have a total compensation estimate of \$2,300 as of the 20th day of March 2024.

The findings of this report conform to the Right-of-Way manual published by the State of Minnesota Department of Transportation.

I certify that I have personally inspected the area to be acquired and have investigated information believed to be pertinent to this assignment.

Respectfully Submitted



Richard J Forsythe
Evaluator- Real Estate Representative Senior



An Equal Opportunity Employer

Intended use/user:

Intended use:

This MDA (“Minimum Damage Acquisition”) report has been prepared to facilitate an acquisition to parcel 706 for the intended use attributed to S.P.: 6221-107 related to a State Trunk Highway 61 (a.k.a. Arcade Street) and State Trunk Highway 5 (a.k.a. 7th Street E) improvement project (project is detailed below).

Intended user:

This MDA (“Minimum Damage Acquisition”) report is attributed to S.P.: 6221-107 and has been prepared specific to parcel 706 at the request of John Mascari, real estate specialist for the intended user/MnDOT. The purpose of the inspection is to aid in the estimation of value and/or compensation for the portion of the subject property which will be acquired by the State of Minnesota/MnDOT.

Scope of Work Assignment, Project Overview/Improvements and Acquisition Descriptions:

The scope of work in this assignment is to determine compensation and/or damages, if any, resulting from proposed acquisitions. This includes but is not limited to inspecting and analyzing the subject, interpreting data, and ultimately creating an MDA (“Minimum Damage Acquisition”) report.

Construction of this project (S.P.: 6221-107) is scheduled to begin approximately 04/2025 and is scheduled to end approximately 10/2026. The project is located mostly in St. Paul. It begins near the I-35E freeway and runs NE along State Trunk Highway 5 (a.k.a. 7th Street E) to the intersection of State Trunk Highway 61 (a.k.a. Arcade St) where it turns due north for approximately 2 miles and then extends to Roselawn Ave E in Maplewood.

Project improvements include a mill and overlay, street lighting, curb/gutters, some tree removal in the existing right-of-way, some lane reductions, adding some center turn lanes with elevated islands, adding a pedestrian bike lane, some drainage/storm sewer improvements, adding some new sidewalks, expanding sidewalk/pedestrian areas at some corners, replacing existing sidewalks in compliance with A.D.A. (Americans with Disabilities Act).

The following measures specifically intended to increase pedestrian and traffic safety as well as calm traffic:

- *Some tree removal in the existing right-of-way,
- *Some sidewalks added,
- *Existing sidewalk areas expanded at some corner intersections (which will slightly reduce on street parking),
- *Some traffic lane reductions,
- *Adding some center turn lanes and some elevated center islands,
- *Adding a pedestrian bike lane to portions of the corridor.

In order to complete the project construction, it is necessary to acquire some areas in fee, temporary and/or Highway easements on numerous properties along this project corridor. A temporary easement essentially amounts to renting land for additional workspace during a construction project. Throughout this project, most items/improvements within the temporary easement areas such as fences, gates, retaining walls, business signs, paved areas, mature trees, and actual buildings will be avoided during construction, however; (on a case-by-case basis) “cost-to-cure” compensation will be provided for vegetation and/or certain improvements within the temporary easement areas as these identified items may be damaged during construction. Although the contractor will make attempt to work around said improvements and/or vegetation (and although vegetation is likely to survive), compensation will be provided due to potential damage. Furthermore, sod located within said temporary easement areas that is damaged as a result of construction will be repaired or replaced in kind by the contractor.

Neighborhood Overview:

The subject is located in Maplewood which is a first tier suburb adjoining St. Paul to the north and is approximately 3-4 miles north of downtown St. Paul. This established area has a mixture of residential (mostly single family), as well as some townhomes, apartments, commercial properties, industrial properties, parks, golf courses, etc.

Assumptions and Conditions:

This report includes the following extraordinary assumption: The evaluator has no knowledge of the existence of adverse materials on or in the property. The evaluator assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more valuable or less valuable. The evaluator assumes no responsibility for such conditions or for engineering which might be required to discover such factors.

This report includes the following hypothetical condition:

*Although this MnDOT project has not been completed, this report reflects any effect the proposed project may have on the subjects' value (if any) as though the project is complete (a hypothetical condition) per the MnDOT engineers' current project design. If the current MnDOT project design changes from the current proposal, the estimated damages in this report which are directly related to the subjects' acquisition may change.

Determination of the "Larger Parcel":

As required by the Uniform Appraisal Standards for Federal Land Acquisitions, (which is adopted for State of Minnesota acquisitions) the evaluator is required to identify the "Larger Parcel". The three criteria which are considered in defining the "Larger Parcel" are: tracts of land which possess; unity of ownership, unity of (highest and best) use and contiguity (or proximity). The subject's identified parcel consists of 41,867 square feet and there are no contiguous lots which meet all the of said criteria. Therefore, 41,867 sf is also identified as the larger parcel.

Note, the yellow highlighted areas of the Parcel Sketch and the Caption Block (both attached) include a large area across Frost Avenue to the south, however; this is considered to be a separate parcel and the subjects' 41,867 sf site is considered to be a stand-alone parcel. It is best identified in the attached aerial view map.

Zoning:

According to the city of Maplewood, the subject is currently zoned F ("Farm" district)-see attached zoning map. The subjects' current use appears to conform to zoning criteria which allows civic and institutional uses including parks and golf courses.

Ownership, PID, Legal Description and Tax Information:

The owner of public record is: Ramsey County (Parks and Recreation Dept.)

The property identification number is: 16.29.22.32.0004

The legal description: part of the northwest ¼ of the southwest ¼ in section 16, township 29, range 22.

The 2024 property taxes are: \$0/tax exempt property.

Subject Sales History:

According to the Ramsey County records, the subject has had no transfers of ownership within the past five years.

Subject Description Before the Acquisition:

The subject property is a triangular shaped 41,867 sf corner site with frontage on Arcade Street (a.k.a. Highway 61) to the west and Frost Avenue to the south. This mostly level wooded park land has some low land. It is unimproved with the exception of a paved trail which connects to the "Gateway Trail" to the north-see parcel sketch and aerial view exhibits. Note, underlying fee ownership will be retained in the proposed 966 sf permanent Highway easement acquisition area, therefore the gross size of the subject parcel (41,867 sf) will not be reduced.

Highest and Best Use Definition:

"Highest and Best Use" is defined by the Real Estate Appraisal Terminology- Revised Edition as: "That reasonable and probable use that supports the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, found to be physically possible, appropriately supported, financially feasible and which results in the highest land value."

The subject's highest & best use was determined by an analysis of four essential items:

- 1 - Possible Use: To what use is it physically possible?
- 2 - Permissible Use: What uses are permitted by zoning and deed restrictions?
- 3 - Feasible Use: Which permissible uses will produce any net return?
- 4 - Maximally Productive: Among the feasible Uses, which use will produce the highest net return or the highest present worth?

Highest and Best Use Before and After the Acquisition:

Scenario 1- "as vacant": After market research, the subjects' highest and best use "as vacant" both before and after the acquisition has been determined to be developed with one detached single family dwelling on this wooded 41,867 square foot site. This assumes that: building setbacks can be met, public utilities are available for connection, and lastly, that the city of Maplewood would approve a zoning change/compliance, grant a building permit including a driveway access off Frost Avenue. Maplewood approval of said issues are considered to be reasonable assumptions.

Scenario 2- "as improved": Not applicable as the subject is a vacant/unimproved property.

Permanent State Highway Acquisition Description:

A permanent State Highway easement area is needed for additional construction workspace as related to State Project 6221-107 specific to drainage improvement purposes. The existing (clogged) storm sewer drain within the existing right-of-way will be replaced including a new drain apron-see attached photos and parcel sketch.

Construction of this project is scheduled to occur during the 2025 or 2026 construction season. This 966 sf permanent State Highway easement is a rectangular shaped area of low land on the west side of this parcel-see parcel sketch. Underlying fee ownership will be retained therefore the gross size of the subject will not be reduced. A field inspection of the subject property was made on 03/20/2024 and this is the effective date of the valuation.

The proposed design for replacement of this storm sewer drain has (new) measures in place including a center system manhole/sump, riprap beyond the drain apron area, etc. Said measures within the proposed permanent State Highway easement area and the existing MnDOT Right-of-Way area are designed to prevent the existing issues from re-developing (including sediment build-up and improved water energy dissipation designed to protect the trail from fast flowing water). The existing drainage sediment build-up will be removed. Access for construction equipment will be limited to within the existing MnDOT Right-of-Way area.

Subject Description After the Acquisition:

Other than any inconvenience within the acquisition area during the 2025 or 2026 construction season, the subject description "After" the acquisitions is the same as the "Before" description (which is detailed earlier in this report). Furthermore, the acquisition will not adversely affect the subject's current or future highest and best use. Underlying fee ownership will be retained therefore the gross size of the subject (41,867 square feet) will not be reduced.

Caption Block (Note: the "Entire Tract" area includes a separate property-see page 5 note:

C.S. 6222(61=1)152		SECTION 16-29-22			S.P. 6221-107				
PARCEL NUMBER	MN/DOT PLAT	OWNER	CONTIGUOUS PROPERTY	ENTIRE TRACT W/O ROADS	NEW T. H. R/W	BALANCE	TEMPORARY EASEMENT		R/W INTEREST
				SQ. FEET	SQ. FEET	SQ. FEET	SQ. FEET	EXPIRES	
706		County of Ramsey	PT NW 1/4 SW 1/4	382021(FT)	966	382021			EASE

AERIAL VIEW (Subject highlighted in green)



PARCEL SKETCH (Includes highlighted adjacent unaffected parcel)

**RIGHT OF WAY PARCEL LAYOUT
SHEET 1 OF 2**



C.S. 6222(61-1)152

S.P. 6221-107

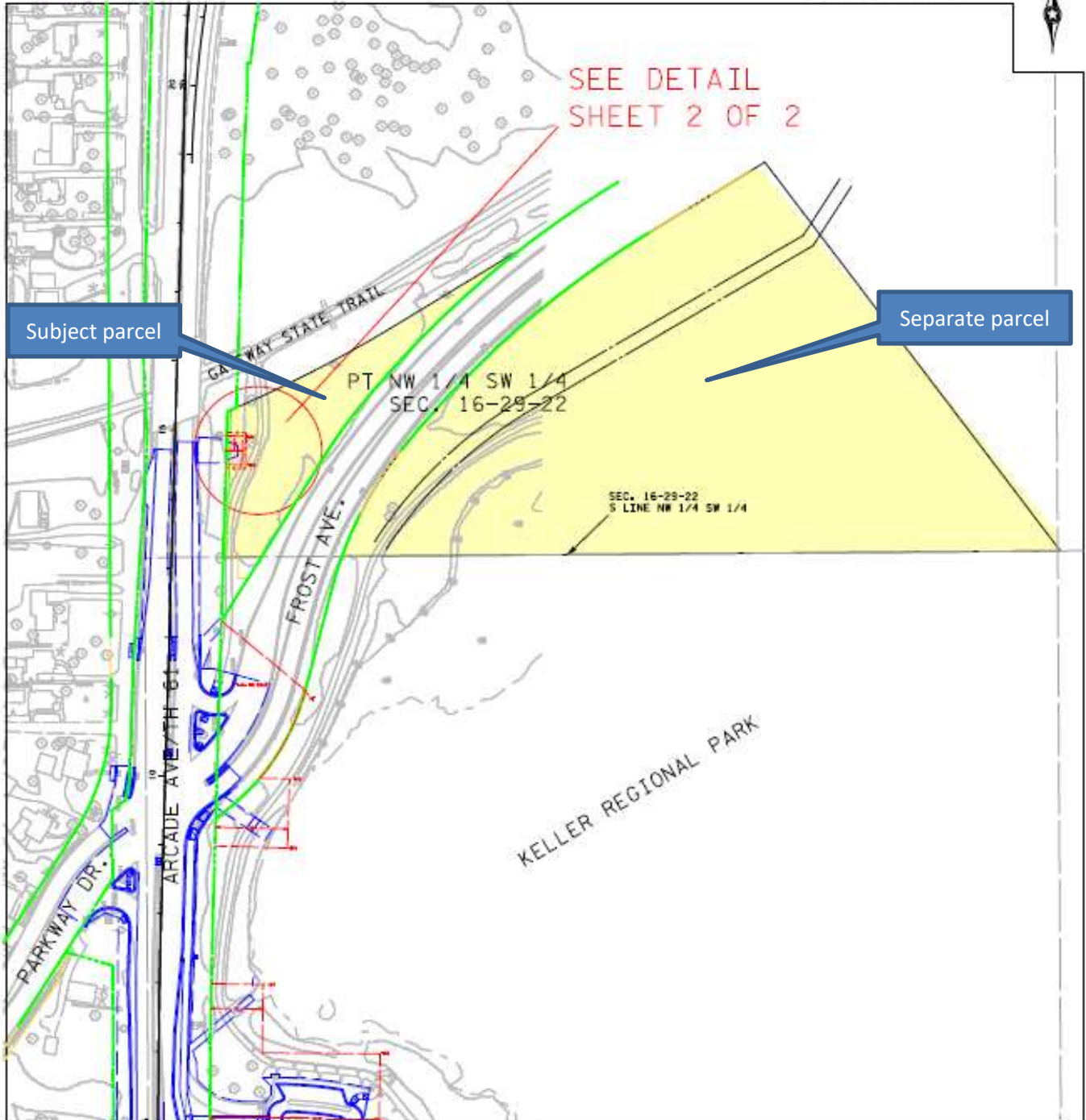
COUNTY: Ramsey

PARCEL NUMBER: 706

OWNER: County of Ramsey

SCALE 1" = 200 ft.

- | | | |
|-------------------------------------|--|-------------------------|
| Parent Tract | Existing Highway Easement to be purchased in FEE | Existing Access Control |
| New Right of Way - Highway Easement | Permanent Easement | Inplace R/W Line |
| Temporary Easement | | New Access Control |
| | | New R/W Line |
| | | Temporary Easement |
| | | Proposed Construction |



LAYOUT SKETCH BY: KH

DATE: 2/17/2024

PARCEL SKETCH CLOSE-UP VIEW OF HIGHWAY EASEMENT ACQUISITION

**RIGHT OF WAY PARCEL LAYOUT
SHEET 2 OF 2**



C.S. 6222(61)=1152







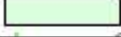




S.P. 6221-107

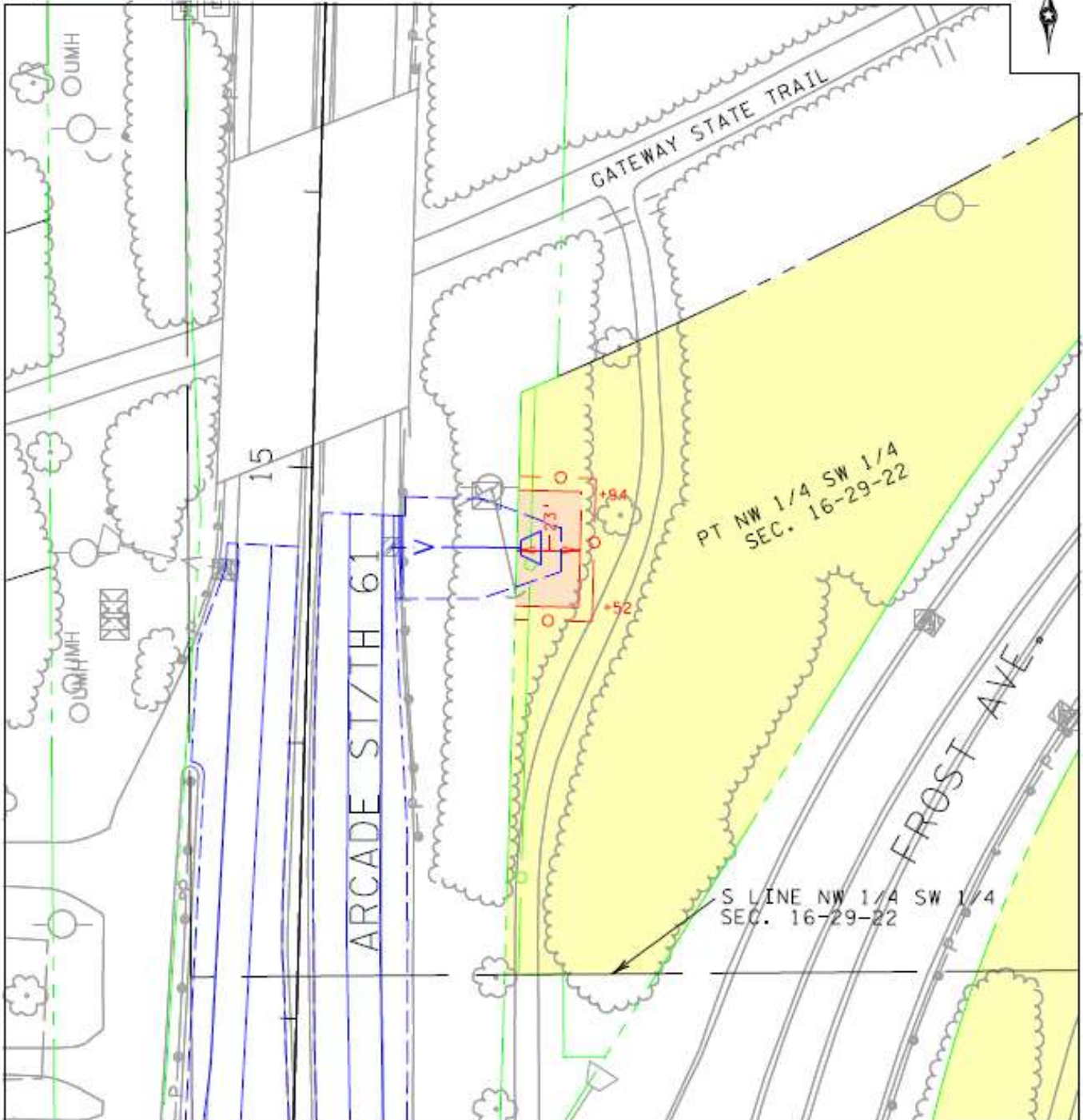
OWNER: County of Ramsey

COUNTY: Ramsey

PARCEL NUMBER: 706

SCALE 1" = 50 ft.

- | | | | | | |
|---|-------------------------------------|---|--|--|-------------------------|
|  | Parent Tract |  | Existing Highway Easement to be purchased in FEE |  | Existing Access Control |
|  | New Right of Way - Highway Easement |  | Permanent Easement |  | Inplace R/W Line |
|  | Temporary Easement | | |  | New Access Control |
| | | | |  | New R/W Line |
| | | | |  | Temporary Easement |
| | | | |  | |



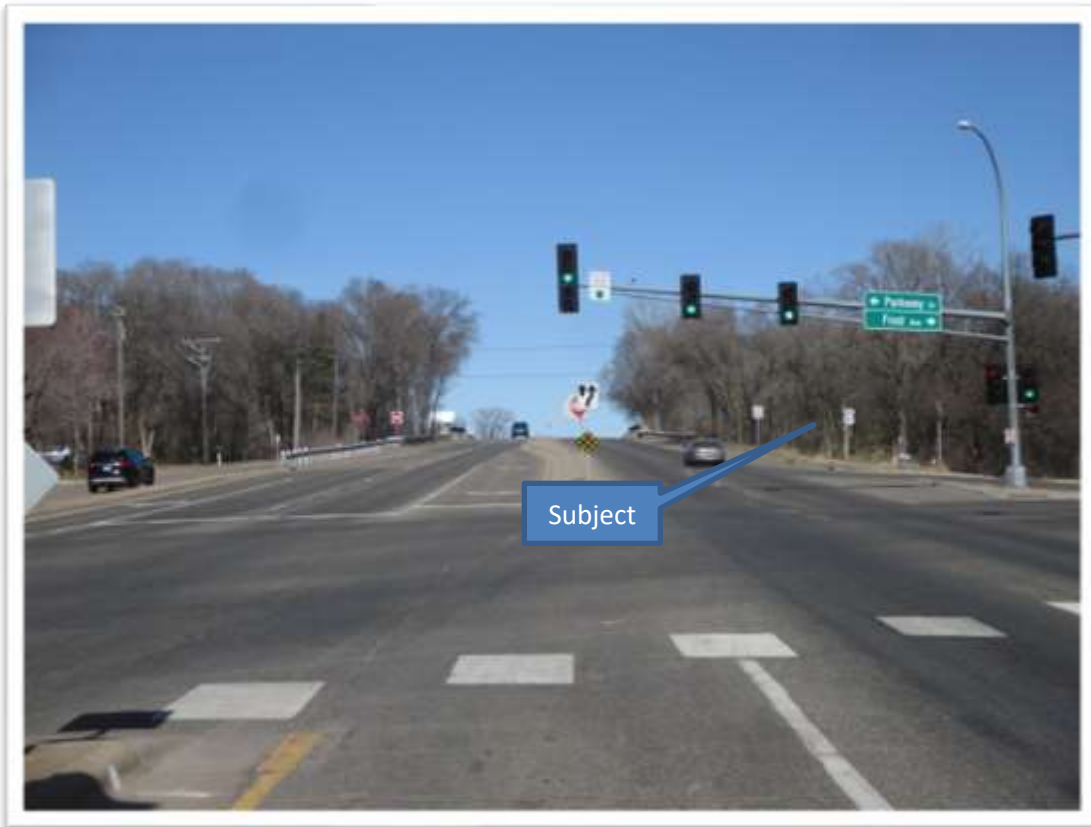
LAYOUT SKETCH BY: KH

DATE: 2/17/2024

SUBJECT PHOTOS



Front view of subject parcel



Street view facing northeast

SUBJECT PHOTOS



View toward acquisition facing east



View toward southeast of existing right-of-way

SUBJECT PHOTOS



Acquisition facing east



Acquisition facing west

SUBJECT PHOTOS



View of (clogged) existing drain apron



View from acquisition facing east toward trail

Market Land Sales Information:

Based on the subjects' highest and best use, a search was made for vacant land sales in the subjects' area of Maplewood which also have potential to be developed with a detached single family dwelling. Unfortunately, there have been no recent said vacant land sales in this established (mostly fully developed) area. As a result, the tax assessed land values of numerous nearby residential properties were researched. Ultimately, the tax land value of five nearby Maplewood properties were utilized as a base to establish a unit price for the subject property.

Note, in terms of tax assessed values verses actual market values, market data research indicates that land in this area is generally assessed at approximately 90% of actual market value and this has been reflected in the net (adjusted) unit price. The comparable data detailed below is also maintained in appraisers work file.

Factors/differences between the subject parcel and the comparable data that were considered include but were not limited to; location, view, low/wetland verses high/dry (useable) land, elevation, shape, wooded privacy, etc.

All of these factors have been reflected in the estimated unit price for the subject (detailed below).

The comparables listed below are considered to be the most meaningful available for the subject parcel (as one single family residential property-see "Highest and Best Use") and this data was utilized to establish a reasonable unit price. In addition to the comparables detailed above, a full set of the researched data is maintained in the evaluators' work file.

The following data is offered as support for the established gross unit price per square foot:

<u>Address</u>	<u>Size/Sq. Ft.</u>	<u>Tax land value</u>	<u>Unit price/sf</u>
1) 1805 Arcade St, Maplewood, MN	39,900 sf	\$68,900	\$1.73/sf
2) 1721 Arcade St, Maplewood, MN	49,645 sf	\$100,100	\$2.02/sf
3) 1050 Frost Ave, Maplewood, MN	74,488 sf	\$154,700	\$2.08/sf
4) 206 Kenwood Dr E, Maplewood, MN	39,204 sf	\$90,600	\$2.31/sf
5) 1990 Kenwood Dr E, Maplewood, MN	47,916 sf	\$121,600	\$2.54/sf

The comparables range from a low of \$1.73 per square foot to a high of \$2.54 per square foot. The average is \$2.14 per square foot. Land in this area is generally taxed at approximately 90% of actual market value. Therefore, after adjusting to 110% the unit price is adjusted to \$2.35 per square foot.

An unadjusted (full fee) unit price of \$2.35 per square foot was deemed reasonable for the subjects' 966 square foot permanent Highway easement acquisition area despite retaining underlying fee ownership.

NOTE - the subjects 2024 tax assessed land value of the entire 8.77 acre tract (which includes a separate property on the south side of Frost Avenue-see parcel sketch) is \$1,628,200 which equates to \$4.26 per square foot. However, this is a "blended rate" for the entire subject tract which includes high and dry land, wooded land, (higher value) as well as, steep land, low land, wetland, etc. (much lower value). Considering the low topography of subjects affected acquisition area, it is considered to have relatively nominal value in relation to the average value per square foot of the entire parcel.

Permanent State Highway Acquisition Valuation:

As detailed earlier in this report, actual construction of the entire project is only expected to occur during the 2025 and 2026 construction seasons. Furthermore, the subject property is only expected to be specifically impacted by construction for a much shorter period during the 2025 or 2026 season.

The total area of this permanent State Highway easement is 966 square feet. Although underlying fee ownership will be retained (41,867 square feet gross size of the subject will not be reduced), compensation is based on full fee value due to the intrusive nature of permanent State Highway easements. In other words, underlying fee ownership is considered to contribute very nominal value in areas encumbered by permanent State Highway easements.

Based on the estimated unit price of \$2.35/square foot, if purchased in fee, the value of the temporary easement acquisition area would be: 966 square feet x \$2.35 per square foot = \$2,271

Items Damaged Within the Permanent State Highway Easement Acquisition Area (“Cost-to-cure”):

As discussed earlier, most items within the easement acquisition areas will be avoided. In this case, items are limited to natural growth vegetation, but no mature trees. The value of which has been reflected in the unit price and/or overall land value of wooded land. As a result, there are no cost-to-cure damages.

Final Reconciliation:

The reconciliation of value for the acquisition is limited to the market approach. As detailed earlier in this report, the Income and Cost approaches were not developed as they are not considered to be applicable and/or meaningful for this assignment.

Allocation of Damages:

Highway easement area	966 sf x \$2.35/sf (see above).	\$2,271
Cost-to-cure damages	Not applicable	\$0
Total Damages	Rounded up to nearest \$50.	\$2,300 (r)

ADDENDA

Attachments:

Certification

Zoning Map

Project Overview

Project Corridor Map, etc.

CERTIFICATE OF EVALUATOR

S.P.: 6221-107 RW

Parcel:706

I certify that on 03/20/2024, I personally inspected the subject property herein. On 04/10/2024, I re-inspected the property with Scott Yonke who is the contact for the fee owner of record (Ramsey County). We discussed the project, acquisition, and his questions and/or concerns about the project and the acquisition were addressed following this meeting.

- That to the best of my knowledge and belief the statements contained in this valuation are true and the information upon which the opinions expressed herein is correct.
- I have personally made a field inspection of the subject property and the comparable sales relied upon in making this valuation.
- That I understand that such valuation is to be used in connection with the acquisition of right of way for a transportation improvement to be constructed by the acquiring agency and that such valuation has been made in conformity with the appropriate state laws, regulations, policies, and procedures applicable to the valuation of right of way for such purposes.
- In making this valuation, I have disregarded any increase or decrease in the before value caused by the project for which the property is being acquired.
- That neither my employment nor my compensation for making this valuation and report are in any way contingent on developing/reporting predetermined results.
- That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property valued.
- That I have performed no services as an evaluator or any other capacity regarding the property that is the subject of this report within the three year period immediately preceding this assignment.
- That I have no direct benefit or indirect present or contemplated future personal interest in the subject property or in any way benefit from the acquisition of the subject property rights.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- That I will not reveal the findings and results of such valuations to anyone other than the proper officials of the acquiring agency until authorized to do so, or until I am required to do so, by due process of law, or released from this obligation.
- That my independent opinion of fair market value for the acquired property rights as of 03/20/2024, is \$2,300, and that this conclusion, as set forth in this MDA ("Minimum Damage Acquisition") report was reached without collaboration or direction.

Appraiser disclosure:

I acknowledge that as the preparer of this MDA ("Minimum Damage Acquisition") report, I (Richard J. Forsythe) am a licensed "Certified Residential" appraiser (MN State license #4000686), however; this report was prepared as a "Valuation Service" rather than as an "Appraisal" as per MN Statute 82B.03, Subdivision 4, Section 117.036 quoted below:

"A real estate appraiser may provide a minimum damage acquisition report for purposes of section 117.036. When providing a minimum damage acquisition report, a real estate appraiser is not engaged in real estate appraisal activity and is not subject to this chapter".

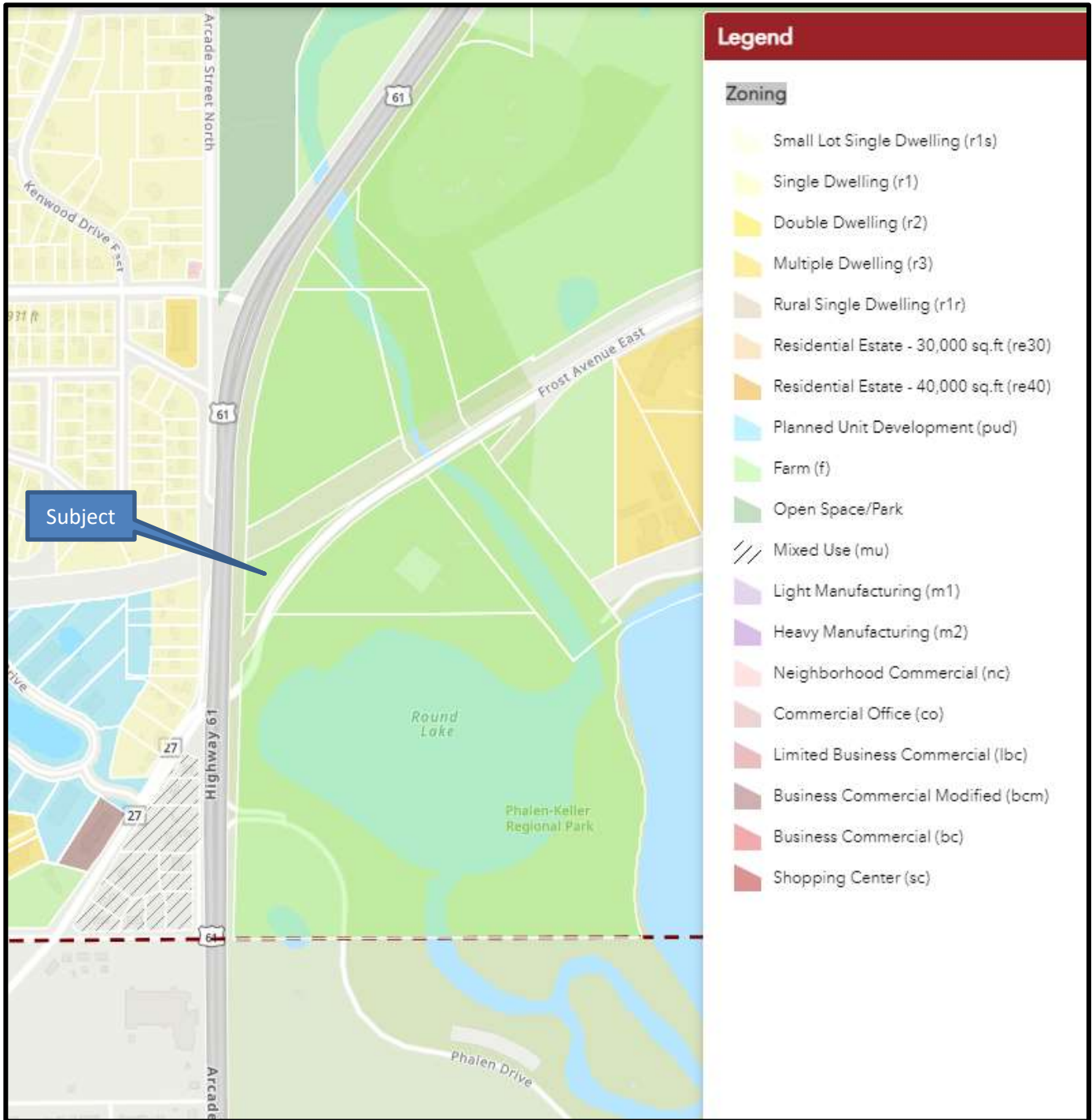
As a result, an MDA report is not bound by USPAP ("Uniform Standards of Professional Appraisal Practice").

Evaluator: 

Date: 04/18/2024

Richard J Forsythe/Evaluator
Real Estate Representative Senior

Maplewood Zoning Map

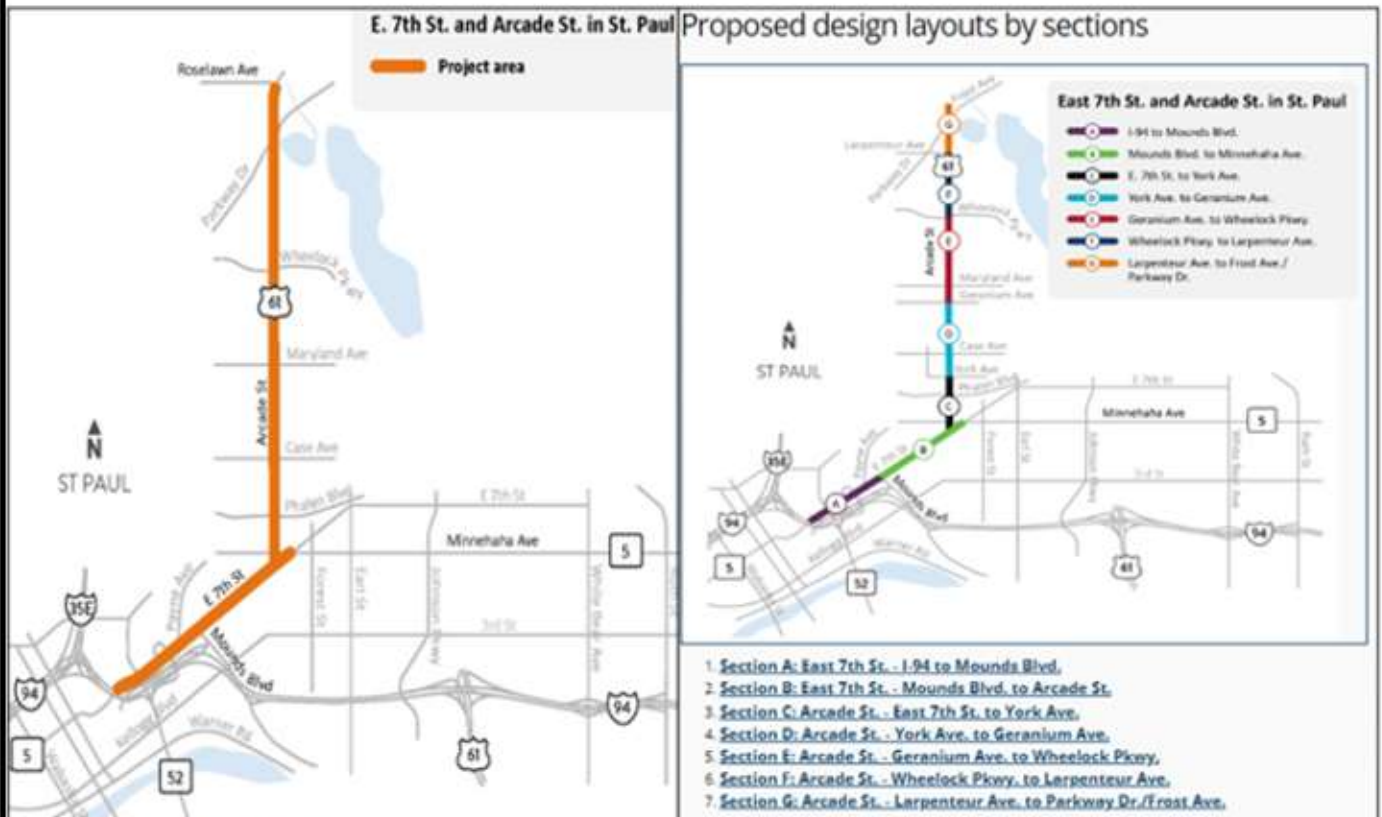


Project Overview

MnDOT is improving safety for all users along East 7th St./Hwy 5 and Arcade St./Hwy 61 from I-94 in St. Paul to Roselawn Ave. in Maplewood. The project includes:

- Resurfacing the road
- Repairing sidewalks
- Updating sidewalk curb ramps and driveways
- Improving safety features for all users
- Updating and improving pedestrian lighting
- Updating and improving traffic signals
- Updating and improving bus stops

NOTE: CONSTRUCTION OF THESE SECTIONS IS SCHEDULED TO BEGIN 04/2025 AND CONCLUDE 10/2026



Business

We recognize that construction projects impact your business. We want the Hwy 5 and Hwy 61 St. Paul project area business community to stay informed before, during, and after this project. This page is your one-stop resource page throughout construction. We will continue to add information, so please check back as we draw closer to construction.

HIGHWAY EASEMENT

C.S. 6222 (61=1) 152
Parcel 706
County of Ramsey

Date: _____

For and in consideration of the sum of Two thousand, three hundred dollars
_____ Dollars (\$ 2,300.00),

County of Ramsey, a body politic and corporate under the laws of the state of Minnesota, Grantor, hereby conveys and warrants to the State of Minnesota, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in Ramsey County, Minnesota, described as follows:

That part of Tract A described below:

Tract A. That part of the Northwest Quarter of the Southwest Quarter of Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota, lying southerly of the Wisconsin Central Railroad Right of Way, and westerly of that part deeded to the City;

which lies between two lines run parallel with and distant 75 feet and 98 feet easterly of the following described line: Beginning at the point of termination of Line 1 described below; thence run southerly along said Line 1 for 42 feet and there terminating;

Line 1. Beginning at a point on the south line of Section 16, Township 29 North, Range 22 West, distant 14 feet east of the southwest corner thereof; thence northerly at an angle of 89 degrees 34 minutes 10 seconds from said south section line (measured from East to North) for 610.9 feet; thence deflect at an angle of 02 degrees 00 minutes for 883.1 feet; and there terminating;

containing 966 square feet, more or less;

together with all right of access, being the right of ingress to and egress from that part of Tract A hereinbefore described, not acquired herein, to the above described strip.

Grantor, for themselves, their heirs, successors and assigns, does covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuation of this easement; does hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

COUNTY OF RAMSEY

By _____

Its County Board Chair

And _____

Its Interim Chief Clerk

Approved as to form:

Scott Schwahn

Ramsey County Attorney

STATE OF MINNESOTA)
)SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ and _____ of County of Ramsey, a body politic and corporate under the laws of the state of Minnesota, on behalf of the corporation.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Metro Right of Way,
1500 W. County Road B2
Roseville, MN 55113

Board of Commissioners

Request for Board Action

Item Number: 2024-501

Meeting Date: 11/19/2024

Sponsor: Parks & Recreation

Title

Agreement with Honeywell International for Arenas & Administration Building Guaranteed Energy Savings Project Design / Build Part II

Recommendation

1. Approve the report provided by Honeywell International, Inc., 715 Peachtree Street NE, Atlanta, GA, 30308 which is contained within the agreement for Part 2 Services for the Arenas & Admin Building Guaranteed Energy Savings Project.
2. Approve the selection of and the agreement with Honeywell International Inc, 715 Peachtree Street NE, Atlanta, GA, 30308 for Part 2 Services for the Arenas & Admin Building Guaranteed Energy Savings Project upon execution of the agreement and for the duration of the agreement and subject to the county's right to extend the measurement and verification period of the agreement on a year-to-year basis up to an additional 17 years, in accordance with the rates established.
3. Authorize the Chair and Chief Clerk to execute the agreement.
4. Authorize a loan from the general fund to the Parks Department for the Arenas & Administration Building Guaranteed Energy Savings Project of up to \$6,012,000 to finance the energy investments and approve the associated loan repayment schedule.
5. Authorize the County Manager to execute amendments to the agreement and to exercise the extension rights provided in the agreement in accordance with its terms, all in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.
6. Request that a copy of the agreement and the report be provided to the Commissioner of Commerce within 30 days of the effective date of the agreement, as required by Minnesota Statutes, section 471.345, subdivision 13.

Background and Rationale

Ramsey County's 2017 Strategic Energy plan identifies a goal of 30% reduction (against a 2008 baseline) in energy use and carbon emissions by 2025, and an 80% reduction by 2050. Parks & Recreation's Energy Action Plan, intended to compliment the Strategic Energy Plan by identifying department-specific strategies for achieving the goals, includes a 35% energy reduction goal, with a focus on the department's ice arena portfolio, which accounts for nearly 85% of the department's energy consumption. These arena-specific strategies represent the department's Green Ice Initiative and include:

- LED lighting upgrades
- Building management systems/controls
- Energy optimization/submetering
- Ice resurfacing de-gassing technologies
- Building envelope efficiency
- Renewable energy (solar arrays)
- Waste heat recovery
- Refrigeration system conversion

Parks & Recreation (Parks) has previously submitted Capital Improvement Program (CIP) requests related to ice arenas and the Green Ice Initiative.

The proposed project represents an innovative approach to implementing much-needed energy efficiency measures without requiring an up-front capital investment. This approach offers an alternative funding solution that reduces the need for county CIP funding.

Section 471.345 of Minnesota Statutes includes provisions for energy efficiency projects and guaranteed energy savings contracts. The Part II agreement was developed in compliance with that statute.

On August 16, 2022, the Inflation Reduction Act was signed into federal law, which provided funding opportunities to invest in clean energy infrastructure. Because the installation of solar arrays are part of the project scope this project will be eligible for an Inflation Reduction Act credit through the Inflation Reduction Act. Parks will work with the county’s financial advisor, Baker Tilly, on the submittal of the Inflation Reduction Act credit which is estimated to 30% of the cost of the solar array project costs.

On April 17, 2024, Ramsey County adopted its first Climate Equity Action Plan aimed at reducing greenhouse gases and helping communities thrive in changing climate conditions. One of the six focus areas from the plan is on Clean Energy and Efficient Buildings. Through the implementation of the Part II Agreement energy consumption will be reduced in the Parks Administration building and ice arenas and clean energy will be produced from solar arrays located at the Aldrich Arena and TCO Sports Garden helping to achieve the goals of the Climate Equity Action Plan.

At the conclusion of the Part 1 services, Honeywell International Inc. (Honeywell) submitted a report which found that the amount Ramsey County would spend on the energy conservation measures is not likely to exceed the amount to be saved in energy and operation costs over 20 years from the date of final installation if the recommendations in the report were followed. In the agreement, Honeywell has provided a written guarantee that the energy or operating cost savings will meet or exceed the costs of the system, as required, and authorized by Section 471.345, Subdivision 13 of Minnesota Statutes. The agreement includes the Design Development Documents; a statement of the proposed Guaranteed Energy Savings Program based on the Design Development Documents; a statement of the Small Business Enterprises (SBE) utilization and labor goals for Part II services that have been approved by the county; a scope of work; supporting exhibits; and a proposed schedule for Part II project services. The Part II agreement includes complete construction phase services, including bidding and construction management.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

This project will provide opportunities for racially diverse contractors and employees. The agreement for Part II services includes goals for SBE utilization as well as workforce goals for minority and female labor participation on the project. Efforts to reduce carbon emissions and conserve energy make incremental progress in combating climate change, which impacts all residents. This project also aligns with the county’s Climate Equity Action Plan as it advances the goals stated within the plan.

Community Participation Level and Impact

This project supports department and county-wide energy initiatives and plans including the county’s Climate Equity Action Plan. Park’s Energy Action Plan identifies specific goals in energy usage reduction, in alignment with the county’s 2019 energy plan. The Energy Action Plan was developed with direct involvement from the community. Additionally, energy efficiency is a priority of the Parks Commission, comprised of community members who provide advice to Parks staff. The energy saving measures as a result of these projects will

help the department achieve these community-informed goals. As was mentioned previously, this project also aligns with the goals of the Climate Equity Action Plan.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Parks will borrow \$6,012,000 from the county general fund, fund balance to finance the energy investments outlined in the Part II agreement. Parks will use an additional \$521,241 from the 2024 operating budget to pay for project expenses including an estimated \$45,000 for work performed by Baker Tilly to apply for and secure the Inflation Reduction Act credit of approximately \$1,468,829. The Parks operating budget will pay back the general fund, fund balance over the course of 15 years through a combination of guaranteed energy savings, solar production credits, an Inflation Reduction Act credit, and rebates through Xcel Energy. Should the actual energy savings fall short of the estimated savings, the contractor will be responsible to pay the county the difference. See the attached financing plan for financial details.

Last Previous Action

On November 28, 2023, the Ramsey County board approved the Part 1 Agreement with Honeywell, Inc. for the Arenas & Administration Building Guaranteed Energy Savings Project (Resolution B2023-215).

Attachments

1. Part II Agreement with Honeywell, Inc. for the Arenas & Administration Building Guaranteed Energy Savings Project and supporting exhibits
2. Financing Plan

AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER FOR THE GUARANTEED ENERGY SAVINGS PROJECT

PART 2 AGREEMENT

1. GENERAL PROVISIONS
2. OWNER
3. DESIGN/BUILDER
4. TIME
5. PAYMENTS
6. PROTECTION OF PERSONS AND PROPERTY
7. INSURANCE AND BONDS
8. CHANGES IN THE WORK
9. CORRECTION OF WORK
10. DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION
11. MISCELLANEOUS PROVISIONS
12. BASIS OF COMPENSATION
13. OTHER CONDITIONS AND SERVICES

AGREEMENT made

BETWEEN the Owner
Ramsey County Parks & Recreation
2015 Van Dyke Street
Maplewood, MN 55109

and the Design/Builder ("Contractor"):
Honeywell International Inc, acting through its Honeywell Building Solutions business
715 Peachtree Street N.E.
Atlanta, GA 30308

For the following Project: Installation of Energy Conservation Measures (ECMs), including lighting upgrades, building envelope improvements, building management system upgrades, mechanical upgrades, and rooftop solar photovoltaic arrays at various County facilities.

This Project is made up of two (2) phases. See the Part 1 Agreement for the description of the Part 1 services provided by the Design/Builder.

This Part 2 Agreement includes the balance of design, construction documents, bidding, and construction services for the Project. See **Exhibit A** - Scope of Work, attached hereto and made a part of this Part 2 Agreement, for a description of Part 2 services. Part 2 services will be provided using the Design/Build delivery method.

The mechanical and electrical engineering services for the services described in Article 3 of this Part 2 Agreement will be provided by the following persons or entities, lawfully licensed to practice architecture or engineering in the State of Minnesota, both of which shall be referred to as the "Architect" in this Part 2 Agreement with respect to their respective scopes.

Name and address	Registration Number	Relationship to Design/Builder
Nicolas Nitti, P.E. WestShore Design Engineers 100 Great Oaks Blvd. Suite 117A Albany, NY 12203	54597	Consultant
Perry Nistler, P.E. Nistler Engineering 412 5 th Ave NE St. Stephen, MN 56375	22468	Consultant



The Owner and the Design/Builder agree as set forth below.

TERMS AND CONDITIONS -- PART 2 AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 The Contract Documents consist of the Part 1 Agreement, including the Exhibits, to the extent not modified by this Part 2 Agreement; the Design/Builder's Design Documents approved by the Owner under the Part 1 Agreement; this Part 2 Agreement; the Construction Documents approved by the Owner in accordance with Section 3.2.3 of this Part 2 Agreement; and Modifications issued after execution of this Part 2 Agreement. A Modification is a Change Order to this Part 2 Agreement signed by both parties. If there are inconsistencies among the Contract Documents or among the attachments to this Part 2 Agreement, the more detailed shall prevail over the general and the inconsistencies shall be interpreted in favor of the owner..

§ 1.1.2 The term "Work" means all design, bidding, and construction services provided by the Design/Builder to fulfill the Design/Builder's obligations.

§ 1.2 EXECUTION, CORRELATION AND INTENT

§ 1.2.1 It is the intent of the Owner and the Design/Builder that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Design/Builder shall be required only to the extent consistent with and reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.2 If the Design/Builder believes or is advised by the Architect or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design/Builder shall notify the Owner in writing. Neither the Design/Builder nor the Architect shall be obligated to perform any act which either believes will violate any applicable law.

§ 1.2.3 Nothing contained in this Part 2 Agreement shall create a contractual relationship between the Owner and any person or entity other than the Design/Builder.

§ 1.3 OWNERSHIP AND USE OF ELECTRONIC DATA AND DOCUMENTS

§ 1.3.1 The Owner owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works created under this Part 2 Agreement solely for Owner and for which the Design/Builder has received Final Payment (collectively "Work Product"). To the extent possible, the Work Product eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire". Work Product shall not include Design/Builder's trademarks, service marks, trade dress, trade names, logos, corporate names, or domain names, or Design/Builder's pre-existing proprietary information and methodologies for delivery of the services for the project, including but not limited to, inventions (whether or not patentable), discoveries, improvements, trade secrets, know how, designs, formulas, processes, techniques, algorithms, information, ideas, software, object code, source, code, computer programs, interfaces and/or other copyrightable subject matter (whether or not patentable), processes, document templates or project tools used by Design/Builder to deliver the services for the project, and Design/Builder owned materials in the Work Product (collectively, "Design Builder Intellectual Property").

§ 1.3.2 "Electronic Data" means any and all items resulting from the use of any software program stored in digital format on hard disks, floppy disks, zip drives, CD-ROM discs, magnetic tapes of all types and kinds, microfiche, punched cards, punched tape, computer chips (including but not limited to EPROM, PROM, ROM and RAM of any kind) or in any other vehicle for digital data storage or transmittal, including labels appended to or associated with any physical storage device associated with each original and each copy.

§ 1.3.3 "Work Product" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings,

specifications, materials, tapes, and disks conceived, created or originated by the Design/Builder, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract that are created solely for Owner and are actually provided to the Owner as deliverables, that are deliverables in draft form or still "in-progress", or that are expected to become part of the deliverables. "Work Product" includes "Documents". "Documents" are comprised of written and electronic forms of deliverables created under the terms of this Part 2 Agreement, and of Electronic Data including the originals of any data or databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Design/Builder, its employees, agents or subcontractors, solely for the performance of services under the terms of this Part 2 Agreement.

§ 1.3.4 The Documents actually provided to the Owner as Deliverables, that are Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables will be the exclusive property of the Owner upon payment in accordance with the provisions of this Part 2 Agreement, and all such Documents must be immediately provided to the Owner by the Design/Builder upon termination of this Part 2 Agreement or upon request. For Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables, "Final Payment" means payment of the cost for the services provided to create the Documents to the then-current stage of completion. The Design/Builder assigns all right, title, and interest it may have in the Work Product to the Owner for which it has received Final Payment.

§ 1.3.5 The Design/Builder must, at the request of the Owner, execute all reasonable papers and perform all other reasonable acts necessary to transfer or record the Owner's ownership interest in the Documents. The Documents shall be submitted to the Owner, upon request, prior to the Owner making Final Payment to the Design/Builder.

§ 1.3.6 Documents in electronic form shall be provided to the Owner in both native format and PDF. The Design/Builder may retain copies of the Documents only for purposes of performance under the terms of this Part 2 Agreement and for its records as part of the Project file and may not use any such Documents for any other purposes without the prior written consent of the Owner except that the Architect may reuse details and specifications contained in the Work Product and Documents which have been developed by the Architect as the Architect's standards for similar public projects.

§ 1.3.7 The Owner shall have the right to use the drawings, specifications, and other documents and electronic data furnished by the Design/Builder without the written permission of the Design/Builder. Such use shall be at the Owner's risk.

ARTICLE 2 OWNER

§ 2.1 The Owner designates Mark McCabe as its representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine documents submitted by the Design/Builder and shall render decisions in a timely manner and in accordance with the schedule accepted by the Owner. The Owner may obtain independent review of the Contract Documents by a separate architect, engineer, contractor or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Work.

§ 2.2 The Owner may appoint an on-site project representative to observe the Work and to have such other responsibilities as the Owner and the Design/Builder agree to in writing.

§ 2.3 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Design/Builder's Applications for Payment, except in relation to any dispute between the parties.

§ 2.4 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Construction Documents, the Owner shall give prompt written notice thereof to

the Design/Builder.

§ 2.5 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.

ARTICLE 3 DESIGN/BUILDER

§ 3.1 SERVICES AND RESPONSIBILITIES

§ 3.1.1 Design services required by this Part 2 Agreement shall be performed by qualified architects and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design/Builder. Prior to the termination of the services of the Architect or any other design professional designated in this Part 2 Agreement, the Design/Builder shall identify to the Owner in writing another architect or design professional with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Architect or other design professional whose services are being terminated. The Design/Builder shall be responsible for any additional costs associated with the other architectural or design professionals.

§ 3.1.2 The agreements between the Design/Builder and the persons or entities identified in this Part 2 Agreement, and any subsequent modifications, shall be in writing.

§ 3.1.3 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees, subcontractors and their agents and employees, and other persons, including the Architect and other design professionals, performing any portion of the Design/Builder's obligations under this Part 2 Agreement.

§ 3.2 BASIC SERVICES

§ 3.2.1 The Design/Builder's Basic Services are described below and in Article 14.

§ 3.2.2 The Design/Builder designates Cindy Auld as its representative authorized to act on the Design/Builder's behalf with respect to the Project.

§ 3.2.3 The Design/Builder has provided Owner with a report as required by Minnesota Statutes Section 471.345 Subdivision 13, which summarizes estimates of all costs of installations, modifications, or remodeling, including costs of design, engineering, installation, maintenance, repairs, or debt service, and estimates of the amounts by which energy or operating costs will be reduced. This report is attached and made a part of this Part 2 Agreement as **EXHIBIT K**. The Design/Builder shall submit Construction Documents for review and approval by the Owner in accordance with the Project Schedule, attached hereto and made a part of this Part 2 Agreement as **Exhibit B**. Construction Documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

- 3.2.3.1 Develop in greater detail the intent of the Design Documents approved by the Owner under the Part 1 Agreement and Exhibit C – Installation Price, attached hereto and made a part of this Part 2 Agreement;
- 3.2.3.2 Provide information for use by those in the building trades; and
- 3.2.3.3 Include documents customarily required for regulatory agency approvals.

§ 3.2.4 The Design/Builder shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.2.5 The Design/Builder shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under this Part 2 Agreement.

§ 3.2.6 The Design/Builder shall keep the Owner informed of the progress and quality of the Work by submission of monthly progress reports including narratives of Inclusiveness In Contracting results/Small Business Enterprise utilization and workforce results, change log narratives, schedule,

budget updates, and major issues resolution.

§ 3.2.7 The Design/Builder shall be responsible for correcting Work which does not conform to the Contract Documents.

§ 3.2.8 The Design/Builder warrants to the Owner that materials and equipment furnished under this Part 2 Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the construction will be free from faults and defects, and that the construction will conform with the requirements of the Contract Documents. Construction not conforming to these requirements, including substitutions not properly approved by the Owner, shall be corrected in accordance with Article 9 of this Part 2 Agreement.

§ 3.2.9 Except as otherwise provided herein, the Design/Builder shall pay all sales, consumer, use and similar taxes which had been legally enacted as of the date of execution of this Part 2 Agreement, and shall secure and pay for the building, mechanical, electrical, pollution control and watershed permits as applicable; and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of a contract for construction and/or are legally required as of the date of execution of this Part 2 Agreement.

§ 3.2.10 The Design/Builder shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

§ 3.2.11 The Design/Builder shall pay royalties and license fees for patented designs, processes or products. The Design/Builder shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is required by the Owner. However, if the Design/Builder has reason to believe the use of a required design, process or product is an infringement of a patent, the Design/Builder shall be responsible for furnishing such information promptly to the Owner.

§ 3.2.12 The Design/Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Part 2 Agreement. At the completion of the Work, the Design/Builder shall remove from the site waste materials, rubbish, the Design/Builder's tools, construction equipment, machinery, and surplus materials.

§ 3.2.13 The Design/Builder shall notify the Owner when the Design/Builder believes that the Work or an agreed upon portion thereof is substantially completed. If the Owner concurs, the Design/Builder shall issue a Certificate of Substantial Completion in the form set forth in Exhibit I which shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the Design/Builder shall complete items listed therein. Disputes between the Owner and the Design/Builder regarding the Certificate of Substantial Completion shall be resolved in accordance with the provisions of Article 10.

§ 3.2.14 The Design/Builder shall maintain at the site for the Owner one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other modifications, in good order and regularly updated to record the completed construction. These shall be delivered to the Owner upon completion of construction and prior to final payment.

§ 3.2.15 The Design/Builder shall provide the following commissioning services on Project equipment and systems including: preparation of operation and maintenance manuals; training of personnel for operation and maintenance; confirmation of conformance to contract documents; and consultation during initial occupancy and operation.

§ 3.2.16 The Design/Builder will assist the Owner with utility interconnection and federal and state tax credit, grant, incentive and rebate applications. To the extent permissible, the Design/Builder will take the lead in completing and submitting documentation to support the utility interconnection, incentive,

and rebate application processes but not the submission and documentation for the federal and state tax credit. The Design/Builder does not guarantee the amount of interconnection costs nor any tax credits, grants, incentives or rebates.

§ 3.3 ADDITIONAL SERVICES

§ 3.3.1 The services described in this Section 3.3 are not included in Basic Services unless so identified in Article 14, and they shall be paid for by the Owner as provided in this Part 2 Agreement in addition to the compensation for Basic Services. The services described in this Section 3.3 shall be provided only if authorized or confirmed in writing by the Owner in accordance with the provisions of this Part 2 Agreement.

§ 3.3.2 Making revisions in the drawings, specifications, and other documents or electronic data when such revisions are required by Building Code officials after approval by the Building Code officials.

§ 3.3.3 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work, unless such damage is due to the acts or omissions of the Design/Builder and/or its consultants and subcontractors, employees, or agents of any of them.

§ 3.3.4 Providing services in connection with an arbitration proceeding or legal proceeding, except where the Design/Builder is a party thereto.

§ 3.3.5 Providing coordination of construction performed by the Owner's own forces or separate contractors employed by the Owner, and coordination of services required in connection with construction performed and equipment supplied by the Owner.

ARTICLE 4 TIME

§ 4.1 Unless otherwise indicated, the Owner and the Design/Builder shall perform their respective obligations as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.

§ 4.2 Time limits stated in the Contract Documents are of the essence. The Work to be performed under this Part 2 Agreement shall commence upon execution of this Part 2 Agreement unless otherwise agreed and, subject to authorized Modifications, Substantial Completion shall be achieved on or before the date established in Article 14 and **Exhibit B**.

§ 4.3 Substantial Completion is the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use as evidenced by a final Certificate of Occupancy obtained by the Design / Builder.

§ 4.4 The Project Schedule is set forth in **Exhibit B**.

§ 4.5 If the Design/Builder is materially delayed at any time in the progress of the Work by a negligent or willful act or omission of the Owner, the Owner's employees, or separate contractors employed by the Owner; or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties or changes in laws, codes or other regulations or other causes beyond the Design/Builder's control, or by delay authorized by the Owner pending arbitration, or by other causes which the Owner and the Design/Builder agree may justify delay, then the Project Schedule shall be reasonably extended by Change Order. If the Design/Builder identifies a negligent or willful act or omission of the Owner that may cause a material delay in the progress of the Work such that the Design/Builder will request a change in the Project Schedule or request additional compensation for costs incurred resulting from the delay, the Design/Builder shall notify the Owner in writing as soon as possible following identification. The Owner and the Design/Builder shall work together in good faith to bring the Project back within the Project Schedule. The Design/Builder shall not be entitled to an increase in the Project Schedule or additional compensation for any negligent or willful act or omission which the Design/Builder identifies but does not notify the Owner of upon identification.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 The Owner shall pay the Design/Builder as stated in **Exhibit D**.

§ 5.1.2. Based on the Applications for Payment submitted by the Design/Builder, the Owner shall make progress payments to the Design/Builder as described in this Article 5, and elsewhere in this Part 2 Agreement.

§ 5.1.3 The Owner will make payment to the Design/Builder no later than thirty-five (35) calendar days after receipt of a properly submitted and correct Application for Payment. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: The Design/Builder may request bi-weekly payment for work performed by a subcontractor or supplier, provided the subcontractor or supplier is a certified Small Business Enterprise for Ramsey County and has established a significant business need to receive payments on a bi-weekly basis. The Owner retains the right to grant or deny the request for bi-weekly payments.

§ 5.1.4 The Application for Payment shall show the percentage of the Work for each portion of the Work and the percentage that each portion of the Work bears to the entire Price of the Work for which payment is requested.

§ 5.1.5 [Reserved].

§ 5.1.6 Except with the Owner's prior approval, payments for the Work for the Design/Builder's subcontractors shall be subject to retainage of 5%. There shall be no retainage on Work performed by the Design/Builder's own labor forces or the Design/Builder's Fee.

§ 5.1.7 Neither progress payment nor partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

§ 5.1.8 The Design/Builder warrants that title to all construction covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design/Builder further warrants that upon submittal of an Application for Payment all construction for which payments have been received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Design/Builder or any other person or entity performing construction at the site or furnishing materials or equipment relating to the construction.

§ 5.1.9 At the time of substantial completion, the Owner shall pay the Design/Builder the retainage, if any, less the reasonable cost to correct or complete incorrect or incomplete Work. Final payment of such withheld sum shall be made upon correction or completion of such Work.

§ 5.1.10 The Price of the Work includes a Construction Contingency in the amount of \$155,741, which shall be paid by Owner to Design/Builder to compensate Design/Builder for changes to the scope of work and miscellaneous work items which are required to complete the project. Funds from the Construction Contingency may be used only if mutually agreed to by Design/Builder and the Owner in writing. Once the scope of work is 100% complete, the Construction Contingency shall be calculated, and any amount not used may be used by the Owner to add additional work to the project or may be deducted from the Price of the Work by Change Order signed by both Parties. In the event the Construction Contingency is exceeded, the Owner shall bear the additional cost. In the event the Construction Contingency is not used within 18 months of the execution of the Agreement, Design/Builder reserves the right to not accept any additional work and may credit any unused Construction Contingency funds via deduct Change Order.

§ 5.2 FINAL PAYMENTS

§ 5.2.1 Final Payment constituting the Price of the Work shall be payable by the Owner to the Design/Builder when:

5.2.1.1 the Design/Builder has fully performed as provided in this Part 2 Agreement except

- for the Design/Builder's responsibility to correct Work under this Part 2 Agreement and to satisfy other requirements, if any, which extend beyond final payment; and
- 5.2.1.2 a final Certificate for Payment has been received from the Design/Builder in the form of Exhibit I; and
- 5.2.1.3 the Design/Builder has received consent of surety, if any, to final payment; and
- 5.2.1.4 a final Certificate of Completion has been received from the Design/Builder in the form of Exhibit I. In addition, the Design/Builder shall maintain and, upon request open for inspection by the Owner, its representatives, and the State and other auditors, all books, records, documents, and accounting records of Design-Builder relevant to the Agreement required by Minnesota Statutes Sections 16C.05, subd. 5.
- 5.2.1.5 the Design/Builder has submitted a copy of the completed State of Minnesota Form IC-134, signed by the State Commissioner of Taxation; and
- 5.2.1.6 a complete report describing efforts and outcomes of those efforts towards achievement of Project SBE and labor utilization goals; and sustainability goals.

ARTICLE 6 PROTECTION OF PERSONS AND PROPERTY

§ 6.1 The Design/Builder shall be responsible for initiating, maintaining and providing supervision of all safety precautions and programs in connection with the performance of this Part 2 Agreement.

§ 6.2 The Design/Builder shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design/Builder or the Design/Builder's contractors; and (3) other property at or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 6.3 The Design/Builder shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

§ 6.4 The Design/Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance provided or required by the Contract Documents) to property at the site caused in whole or in part by the Design/Builder, a contractor of the Design/Builder or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

ARTICLE 7 INSURANCE AND BONDS

See **Exhibit F**, attached hereto and made a part of this Part 2 Agreement.

ARTICLE 8 CHANGES IN THE WORK

§ 8.1 CHANGES

§ 8.1.1 Changes in the Work may be accomplished after execution of this Part 2 Agreement, without invalidating this Part 2 Agreement, by Change Order, or order for a minor change in the Work, subject to the limitations stated in the Contract Documents. A change in the Work that affects the Price or the Project Schedule may be made only by Change Order.

§ 8.1.2 A Change Order shall be based upon agreement between the Owner and the Design/Builder; an order for a minor change in the Work may be issued by the Design/Builder alone.

§ 8.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Design/Builder shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 8.1.4 [Reserved].

§ 8.2 CHANGE ORDERS

§ 8.2.1 A Change Order is a written instrument prepared by the Design/Builder and signed by the Owner and the Design/Builder, stating their agreement upon all of the following:

- 8.2.1.1 a change in the Work
- 8.2.1.2 the amount of the adjustment, if any, in the Price; and
- 8.2.1.3 the extent of the adjustment, if any, in the Project Schedule.

§ 8.2.2 No work consistent with the changes in the Change Order shall commence until the Change Order has been reduced to writing and signed by both parties.

§ 8.3 [Reserved].

§ 8.4 MINOR CHANGES IN THE WORK

§ 8.4.1 The Design/Builder shall have authority to make minor changes in the Construction Documents and construction consistent with the intent of the Contract Documents when such minor changes do not involve adjustment in the Price or extension of the Project Schedule. The Design/Builder shall promptly inform the Owner, in writing, of minor changes in the Construction Documents and construction.

§ 8.5 CONCEALED CONDITIONS

§ 8.5.1 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) business days after first observance of the conditions. Upon timely notice in writing by the observing party to the other party, the Owner and the Design/Builder will value engineer the Project to stay within the Price and to address the concealed conditions; the actions to be taken; and the responsibility for costs of such actions shall be mutually agreed to by the parties. Alternatively, the parties may agree to modify the Price, in which case the parties shall execute a Change Order. If the Design/Builder is the observing party and fails to give notice within the 21 day time period, the Owner reserves the right to demand and receive services from the Design/Builder to address and correct such concealed conditions without additional cost to the Owner.

§ 8.6 REGULATORY CHANGES

§ 8.6.1 The Design/Builder shall be compensated for changes in the Work necessitated by the enactment or revisions of codes, laws or regulations that are made applicable to the Project subsequent to execution of this Agreement, and its time for performance shall be extended if the change(s) result in delay to the Project Schedule. Such changes shall be made by Change Order pursuant to this Article 8.

ARTICLE 9 CORRECTION OF WORK

§ 9.1 The Design/Builder shall promptly correct Work rejected by the Owner or known by the Design/Builder to be defective or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. All defective and/or non-complying Work observed after Substantial Completion shall be completed in a timely manner agreed to by both parties. The Design/Builder shall bear the costs of correcting such rejected, defective, or non-conforming Work, including additional testing and inspections, within the one year warranty period.

§ 9.2 If the Design/Builder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) business days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may give a second written notice to the Design/Builder and, seven (7) business days following receipt by the Design/Builder of that second written notice and without prejudice to other remedies the Owner may have, correct such deficiencies. The Owner shall deduct from payments then or thereafter due the Design/Builder, the costs of correcting such deficiencies. If the payments then or thereafter due the Design/Builder are not sufficient to cover the amount of the deduction, the Design/Builder shall pay the

difference to the Owner. Such action by the Owner shall be subject to dispute resolution procedures as provided in Article 10.

§ 9.3 If, within one (1) year after the date of Substantial Completion of the Work for the individual energy conservation measure of this Part 2 Agreement, any of the Work for the individual energy conservation measure is found to be not in accordance with the requirements of the Contract Documents, the Design/Builder shall replace or correct it promptly at its own cost after receipt of a written notice from the Owner to do so unless the Owner has previously given the Design/Builder a written acceptance of such condition; except to the extent the defect results from fire, lightning, or water damage and, provided that no repairs, substitutions, modifications, or additions have been made, except by Design/Builder or with Design/Builder's written permission, and provided that after delivery such equipment or materials have not been subjected to accident, neglect, misuse, or use in violation of any instructions supplied by Design/Builder, including the failure to properly operate or maintain such equipment and materials. Manufacturers' and/or extended warranties shall be assigned to the Owner, and the Owner will be responsible for administration of same beyond this one (1) year period.

§ 9.4 Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations which the Design/Builder might have under the Contract Documents. Establishment of the time period of one (1) year as described in Section 9.3 relates only to the specific obligation of the Design/Builder to correct or replace the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design/Builder's liability with respect to the Design/Builder's obligations other than specifically to correct or replace the Work.

§ 9.5 If the Design/Builder fails to correct or replace nonconforming Work as required or fails to carry out Work in accordance with the Contract Documents, the Owner may order the Design/Builder to stop the Work, or any portion thereof, until the cause for such stop order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise the right for benefit of the Design/Builder or other persons or entities.

The Design/Builder warrants and guarantees that the energy conservation measures under this Agreement will result in savings to the County that will meet or exceed the cost of this Agreement in accordance with the terms and conditions of Attachment J.

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND DESIGN/BUILDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT AND MATERIALS PROVIDED HEREUNDER.

ARTICLE 10 DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION

§ 10.1 Claims, disputes or other matters in question between the parties to this Part 2 Agreement arising out of or relating to this Part 2 Agreement may be subject to mediation or arbitration only if agreed to in writing by both parties. Notwithstanding the foregoing, either party shall have the right to have a dispute resolved in a state or federal court in the State of Minnesota.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 SUBCONTRACTS

§ 11.1.1 The Design/Builder shall bid out the Work in multiple bid packages, as agreed to by the parties. The Design/Builder shall use a competitive solicitation process following Ramsey County Procurement requirements. The Design/Builder may self-perform without bidding: administration, clean-up, safety, and general conditions work. If the Design/Builder desires to self-perform other work, the Design/Builder may do so only if determined to be the lowest responsible bidder for the work through the Design/Builder's participation in a bid package solicitation process. The Design/Builder will not self-perform any other Work with its own forces.

§ 11.1.2 As bids are received for the Project, the Design/Builder will review the bids with the Owner.

§ 11.1.3 The Design/Builder shall make good faith efforts to meet the Project goals set forth in **Exhibit G** -- SBE Utilization and Labor Goals, attached hereto and make a part of this Part 2 Agreement

§ 11.1.4 The Design/Builder shall not enter into a subcontract agreement or utilize as a subcontractor a vendor to which the Owner has reasonable objection. In the event that the cost of the replacement subcontractor or vendor is higher than the vendor objected to by the Owner, the Owner shall be obligated to pay the Design/Builder by Change Order, in accordance with Article 8, for any additional cost incurred as a result of the change, provided the original subcontractor selected by the Design/Builder was the lowest, qualified, responsible bidder.

§ 11.1.5 Prior to execution of this Agreement, the Design/Builder will secure a Project Labor Agreement directly with the St. Paul Building & Construction Trades Council.

§ 11.2 WORK BY OWNER OR OWNER'S CONTRACTORS

§ 11.2.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. If the Design/Builder claims that delay or additional cost is involved because of such action by the Owner, the Design/Builder shall assert such claims as provided in Section 11.4.

§ 11.2.2 The Design/Builder shall afford the Owner's separate contractors, reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Design/Builder's construction and operation with the Owner's contractors as required by the Contract Documents.

§ 11.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

§ 11.3 CLAIMS FOR DAMAGES

§ 11.3.1 If either party to this Part 2 Agreement suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim of additional cost or time related to this claim is to be asserted, it shall be made in writing in the form of a Request for Change Order.

§ 11.4 HAZARDOUS MATERIALS

§ 11.4.1. "Hazardous Material" means any materials, waste, substance, or chemicals which are deemed to be hazardous under applicable Legal Requirements, or for which handling, storage, remediation, or disposal are regulated by applicable Legal Requirements. "Legal Requirements" mean all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any governmental or quasi-governmental entity having jurisdiction over the Project or site, the practices involved in the Project, or any Work.

§ 11.4.2. If any Hazardous Material, whether disclosed or not by Owner, is discovered by Design/Builder or others and provides an unsafe condition for the performance of the Work or Measurement and Verification Services, the discovery of the Hazardous Material shall constitute a cause beyond Design/Builder's reasonable control and Design/Builder shall have the right to cease the Work or Measurement and Verification Services until the area has been made safe by Owner or Owner's representative, at Owner's expense. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design/Builder, its Subcontractors, consultants and agents and employees of any of them from and against claims, damages, losses and expenses including, but not limited to judgments, fines, penalties, civil sanctions, and attorney's fees, arising out of or resulting from the Hazardous Material or performance of the Work in the affected area if in fact the material or substance is a Hazardous Material, except to the extent that such damage, loss, or expense is due to the negligence of a party

seeking indemnity and such party was advised of the presence of the Hazardous Material by Owner prior to performing the Work. Hazardous Materials are identified in **Exhibit L**.

§ 11.4.3 The Owner shall not be responsible under paragraph 11.4.4.3 for materials and substances brought to the site by the Design/Builder unless such materials were required by the Contract Documents.

§ 11.4.4 If, without negligence on the part of the Design/Builder, its subcontractors, consultants, and agents and the employees of any of them, the Design/Builder is held liable for the cost of remediation of a Hazardous Material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Design/Builder for all cost and expense thereby incurred including, but not limited to judgments, fines, penalties, civil sanctions and attorney's fees. The Design/Builder shall be obligated to notify the Owner of claims filed within a reasonable time after the Design/Builder's first knowledge of such claims.

§ 11.5 CLAIMS FOR CONSEQUENTIAL DAMAGES

§ 11.5.1 The Design/Builder and the Owner waive claims against each other for consequential damages arising out of or relating to this Part 2 Agreement. This mutual waiver includes:

11.5.1.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons;

11.5.1.2 damages incurred by the Design/Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from Work performed; and

11.5.1.3 damages incurred by the Design/Builder as a result of the Owner's loss of Project funding.

The mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with **Exhibit F**.

§ 11.6 LIMITATION OF LIABILITY

§ 11.6.1 THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED TWO TIMES THE "PRICE."

§ 11.7 RISK OF LOSS

§ 11.7.1 Risk of loss for all equipment and materials provided by Design/Builder hereunder shall transfer to Owner upon substantial completion of the project.

§ 11.8 INDEMNIFICATION

§ 11.8.1 Indemnity. Design/Builder agrees to indemnify, hold harmless and defend Owner, and Owner's officials, agents and employees harmless against any and all third-party liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the Owner, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement..

§ 11.9 COMPLIANCE

§ 11.9.1 Owner and its affiliates will comply with all laws and regulations applicable to this Agreement. Owner will comply with all applicable laws and regulations.

§ 11.10 OWNER RESPONSIBILITIES

Owner shall provide Design/Builder full information regarding the requirements for the Work, and access to the Site as needed to perform the Work.

§ 11.10.1 Owner shall furnish to Design/Builder all information regarding legal limitations, utility locations, site conditions, environmental conditions, and other information reasonably pertinent to this Agreement, the Work, the Site, and the Project.

§ 11.10.2 Owner shall secure and pay for all necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.

§ 11.10.3 If Owner becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to Design/Builder.

§ 11.10.4 The services and information required by the above paragraphs shall be furnished with reasonable promptness at Owner's expense and Design/Builder shall be entitled to rely upon the accuracy and the completeness thereof.

§ 11.11 ASSIGNMENT

Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be unreasonably withheld.

ARTICLE 12 BASIS OF COMPENSATION

§ 12.1 COMPENSATION

§ 12.1.1 The "Price" for the Work is set forth in **Exhibit C**.

§ 12.1.2 The Design/Builder's Fee is to be paid in accordance with Article 5.

§ 12.2 PRICE OF THE WORK

§ 12.2.1 The term Price of the Work is set forth in Article 5 of this Agreement. As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents (as defined in Section 1.1.1), whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Design/Builder to fulfill Design/Builder's obligations, as defined in Exhibit A and otherwise set forth in the Contract Documents.

ARTICLE 13 OTHER CONDITIONS AND SERVICES

§ 13.1 [Reserved].

§ 13.2 The Design/Builder shall commence providing services upon final execution of this Part 2 Agreement. The date of Substantial Completion for the Project is as shown in **Exhibit B**.

§ 13.3 This Part 2 Agreement includes the following:

Exhibit A -- Scope of Work

Exhibit B -- Project Schedule

Exhibit C -- Installation Price

Exhibit D -- Payment Schedule

Exhibit E -- [Reserved]

Exhibit F -- General Terms and Conditions

Exhibit G - SBE Utilization and Labor Goals

Exhibit H -- [Reserved]

Exhibit I – Certificate of Substantial Completion and Final Project Acceptance Certificate

Exhibit J – Guarantee and Measurement and Verification Services Agreement and Honeywell Forge for Buildings Performance Order Quote, which includes:

Exhibit J1 & J2 - Baseline Operating Parameters & Guarantee Period Operating Parameters

Exhibit J3 - Baseline Conditions, Utility Use, Utility Unit Costs

Exhibit J4 - Engineered Cost Avoidance Calculations

Exhibit J5- M&V Options by Building & ECM

Exhibit J6 - M&V Plan Summary

Exhibit J7 - Operations Cost Avoidance Methodology

Exhibit K: Project Summary Report.

Exhibit L: Hazardous Materials Disclosure

§ 13.4 All notices and other communications under this Part 2 Agreement, and any amendments to this Part 2 Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid; by personal delivery; or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

Owner's Representative:

Mark McCabe, Project Manager
Ramsey County Parks & Recreation

Design/Builder's Representative:

Cindy Auld
Honeywell

With a copy to:
Honeywell Building Solutions
General Counsel
715 Peachtree Street, N.E.
Atlanta, GA 30308

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

Article 14. Confidential Information.

To the extent applicable, all data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

As used herein, the term "Confidential Information" shall be limited to data that meets the definition of "security information" or "trade secret information" as set forth in Minn. Stat. Section 13.37, and that is in readable form or in machine-readable form, including software supplied to Owner by Design/Builder that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. Confidential Information shall also mean any information that meets the definition of "security information" or "trade secret information" as set forth in Minn. Stat. Section 13.37 and that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure. The electronic platform, code and arrangement upon which the legible Energy Savings Calculations are published is "Proprietary."

All rights in and to Confidential Information and to any proprietary and/or novel features contained in Confidential Information disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the Confidential Information for any purpose except in the performance of this Agreement and will not disclose any of the Confidential Information to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party. Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's Confidential Information and all copies thereof.

Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information is public data under the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and:

- (a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
- (b) is known to the receiving party at the time of disclosure; or
- (c) is subsequently rightfully obtained from a third party on an unrestricted basis; or
- (d) is approved for release in writing by an authorized representative of the disclosing party.

The obligation of this Article shall survive any expiration, cancellation or termination of this Agreement.

Scope of Work

Exhibit B to the Part 2 Agreement

Project Schedule

Exhibit C to the Part 2 Agreement

Installation Price

Exhibit D to the Part 2 Agreement

Payment Schedule

Exhibit E to the Part 2 Agreement

Reserved

Exhibit F to the Part 2 Agreement

General Terms and Conditions

Note: For Purposes of this Exhibit F, the term "Contractor" shall mean "Design/Builder" and the term "County" shall mean "Owner" as those terms are defined in the Part 2 Agreement.

1. The provisions of **Exhibit D** -General Terms and Conditions to the Part 1 Agreement are incorporated herein and made a part of this Exhibit F as if specifically set forth herein. To the extent the provisions of this **Exhibit F** to the Part 2 Agreement are inconsistent with the provisions of **Exhibit D** to the Part 1 Agreement, the provisions of this **Exhibit F** to the Part 2 Agreement shall prevail.

2. Prevailing Wage

2.1.

Contractors and all subcontractors of the Contractor shall conform to the labor laws of the State of Minnesota, [Ramsey County Prevailing Wage Ordinance No. 2013-329](#), and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which unions do not have jurisdiction.

The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

Pursuant to Minnesota Statutes §§177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

2.2.

Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage Rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project Completion Cost or anticipated Services contract value over \$25,000.

2.3.

Throughout the term of this Agreement, the Contractor shall submit Certified Payroll Records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure of the Contractor to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by the County, including, but not limited to termination of the agreement for cause and withholding of payments.

3. Part 2 Bond Requirements

3.1.

The Contractor shall furnish bonds as described below, covering the faithful performance of the Contract and the payments of all obligations arising thereunder. The Part 2 Agreement will not be signed until the County has received the proper bonds specified under this clause, issued by a bonding company licensed to do business in Minnesota, and on the current list of Companies Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570

(Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

3.2.

The bonds shall each be in the amount of 100% of the Construction Cost. The term "contract", as used herein, shall include the original agreement plus all subsequent change orders and/or amendments. The contract price to which the principal is bound shall be the amount of the Construction Cost as reflected by the terms of the contract.

3.3.

Duly executed, notarized and updated Acknowledgments of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

3.4.

Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

3.5.

Bonds shall indemnify the County as required by Minn. Stat. Sec. 574.26

4. Part 2 Insurance Requirements

4.1.

During Part 2, the Contractor shall continue to maintain the insurance coverage required for Part 1 services, except that Section 3.10.3 is revised to read as follows:

"3.10.3. Commercial general liability of no less than \$500,000 per claim, \$5,000,000 per occurrence, \$5,000,000 aggregate, \$5,000,000 products/completed operations total limit, \$5,000,000 personal injury and advertising liability."

4.2. Property Insurance

4.2.1.

The County shall purchase and maintain, in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance upon the Work to the fullest insurable value thereof on a replacement cost basis, subject to a deductible of \$100,000.00 per occurrence. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the property required by this Section 2) to be insured, whichever is earlier. This insurance shall include interests of the County, the Contractor, and their respective contractors and subcontractors in the Work. The Contractor shall be responsible for the deductible of \$100,000.00 per occurrence under this policy, and all other costs not covered by property insurance up to the date of Substantial Completion, and all such costs shall be considered as a Price of the Work.

4.2.2.

Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, and debris removal including demolition occasioned by enforcement of any applicable legal

requirements, and shall cover reasonable compensation for the services and expenses of the Contractor's Architect and other professionals required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

4.2.3.

Unless otherwise provided, the County shall purchase and maintain such boiler and machinery insurance required by this Part 2 Agreement or by law, which shall specifically cover such insured objects during installation and until final acceptance by the County. This insurance shall include interests of the County, the Contractor, the Contractor's contractors and subcontractors in the Work, and the Contractor's Architect and other design professionals. The County and the Contractor shall be named insureds.

4.2.4.

A loss insured under the County's property insurance shall be adjusted by the County as fiduciary and made payable to the County as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 2.6). The Contractor shall pay contractors their shares of insurance proceeds received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require contractors to make payment to their subcontractors in similar manner.

4.2.5.

Before an exposure to loss may occur, the County shall file with the Contractor a copy of a Certificate of Insurance for each policy that includes insurance coverages required by this Section 2). Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) business days' prior written notice has been given to the Contractor.

4.2.6.

The County and the Contractor waive all rights against each other and the Architect and other design professionals, contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 2) or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the County as trustee. The County or Contractor, as appropriate, shall require from contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of the parties enumerated in this Section 2). The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

4.2.7.

The County as trustee shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing, within five (5) business days after such notification of the County's intent to exercise this power; if such objection be made, the parties shall enter into dispute resolution under procedures provided in this Part 2 Agreement. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

4.2.8.

Partial occupancy or use prior to Substantial Completion shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The County and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall not, without mutual written consent, take any action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of coverage.

4.3.

The County shall be responsible for purchasing and maintaining the County's usual liability insurance and/or self-insurance program.

4.4.

[Reserved].

4.5. Umbrella Liability

4.5.1.

\$10,000,000 per occurrence
\$10,000,000 general aggregate

4.5.2.

The County, its officials, employees, and agents, shall be an additional insured as required under the Commercial General Liability policy.

4.5.3.

The policy will provide excess coverage over the commercial general liability and automobile liability policies.

5. Termination

5.1 Termination by the County

5.1.1

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform the provisions of this Part 2 Agreement, the County may give written notice that the County intends to terminate this Part 2 Agreement. If the Contractor fails to correct the defaults within seven (7) business days after being given notice, the County may then give a second written notice and, after an additional seven (7) business days, the County may without prejudice to any other remedy terminate the agreement with the Contractor and take possession of the site and of all materials purchased as part of this Part 2 Agreement and finish the Work by whatever method the County may deem expedient. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work and all damages incurred by the County, such excess shall be paid to the Contractor. If the expense of completing the Work and all damages incurred by the County exceeds the unpaid balance, the Design/Builder shall pay the difference to the County. This obligation for payment shall survive termination of this Part 2 Agreement.

5.1.2

Reserved.

5.1.3

The County may terminate this Part 2 Agreement without cause and for any reason whatsoever effective upon sixty days prior written notice to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the materials and services provided in a satisfactory manner up to and including the effective date of termination.

5.1.4

Any termination by the County shall be without prejudice to the rights of the County to pursue other remedies against the Contractor.

5.2. Termination by the Contractor

5.2.1

If the County fails to make payment of undisputed amounts or breaches this Agreement, the Contractor may give written notice of the Contractor's intention to terminate this Part 2 Agreement. If the Contractor fails to receive payment of the undisputed amounts within seven

(7) business days after receipt of such notice by the County or the County fails to cure the breach within sixty (60) days, the Contractor may give a second written notice and, seven (7) business days after receipt of such second written notice by the County, may terminate this Part 2 Agreement. If such termination occurs, the County shall pay the Contractor for Work completed in a satisfactory manner up to and including the effective date of termination. A good faith dispute by the County regarding the amount of payment and failure to pay disputed amounts, which is subject to the provisions of the Minnesota Prompt Pay Act, does not constitute grounds for termination by the Contractor under this paragraph.

6. Safety Compliance

6.1

The Contractor and all subcontractors shall at all times during the performance of the Work under this Part 2 Agreement be and remain in compliance with and responsible for any conditions imposed upon the County by OSHA requirements.

6.2

A risk control program must be implemented on site during this project.

Exhibit G to the Part 2 Agreement

SBE Utilization and Labor Goals

Exhibit H to the Part 2 Agreement [Reserved]

Exhibit I to the Part 2 Agreement

Certificate of Substantial Completion and Final Project Acceptance Certificate

Exhibit J to the Part 2 Agreement

**Guarantee and M&V Services Agreement and Honeywell Forge for Buildings
Performance Order Quote**

Exhibit K to the Part 2 Agreement

Project Summary Report

Exhibit L to the Part 2 Agreement

Hazardous Materials

Aldrich – Year Built 1962

Aldrich Arena was constructed in 1962 and used current building methods at that time. Facility operation for heating/cooling, ventilation and ice management includes a R22 indirect system (glycol base), two Vilter 450xl belt drive compressors, two Russel air cooling condensers located on the roof, concrete floor, and seasonal ice for skating/hockey activities. Due to the current year of construction and building material, certain hazardous materials such as asbestos may be found in certain glues, caulking, and window glazing. Mechanical equipment within the facility may contain freon or other glycol-based material.

Gustafson-Phalen – Year Built 1975

Gustafson-Phalen Arena was constructed in 1975 and used current building methods at that time. Facility operation for heating/cooling, ventilation and ice management includes a R22 indirect system (glycol base), two Vilter 450xl direct drive compressors, one Russel air cooling condenser located on the ground, concrete floor, and seasonal ice for skating/hockey activities. Due to the current year of construction and building material, certain hazardous materials such as asbestos may be found in certain glues, caulking, and window glazing. Mechanical equipment within the facility may contain freon or other glycol-based material.

Harding - Year Built 1975

Harding Arena was constructed in 1975 and used current building methods at that time. Facility operation for heating/cooling, ventilation and ice management includes a R22 indirect system (glycol base), two Vilter 450xl direct drive compressors, one Russel air cooling condenser located on the ground, concrete floor, and seasonal ice for skating/hockey activities. Due to the current year of construction and building material, certain hazardous materials such as asbestos may be found in certain glues, caulking, and window glazing. Mechanical equipment within the facility may contain freon or other glycol-based material.

Charles M. Schulz - Highland Arena (2 Sheets) – Year Built South rink 1973, North Rink 1998

Charles M. Schulz - Highland Arena was constructed in two different building phases. The south rink was constructed in 1973 with a concrete floor (seasonal ice) and the north rink was constructed in 1998 with a sand floor (year-round ice). Facility operation for both rinks include of heating/cooling, ventilation and ice management consisting of a R22 indirect system (glycol base), two Vilter 450xl direct drive compressors, one Vilter 350ES, two Russel air cooling condenser located on the roof, and seasonal ice/year-round for skating/hockey activities. It should be noted that different construction materials may have been used on both rinks due to the current construction year and building materials utilized. The South rink was constructed in 1973 and may contain certain hazardous materials such as asbestos found in certain glues, caulking, and window glazing. The North rink was constructed in 1998 and should be free of hazardous building materials. Mechanical equipment within both rinks may contain freon or other glycol-based material.

Ken Yackel Westside - Year Built 1973

Ken Yackel Westside Arena was constructed in 1973 and used current building methods at that time. Facility operation for heating/cooling, ventilation and ice management includes a R22 indirect system (glycol base), two Vilter 450xl direct drive compressors, one Russel air cooling condenser located on the roof, concrete floor, and seasonal ice for skating/hockey activities. Due to the current year of construction, certain hazardous materials such as asbestos may be found in certain glues, caulking, and window glazing. Mechanical equipment within the facility may contain freon or other glycol-based material.

Oscar Johnson - Year Built 1971

Oscar Johnson Arena was constructed in 1971 and used current building methods at that time. Facility

operation for heating/cooling, ventilation and ice management includes a R22 indirect system (glycol base), two Vilter 320 direct drive compressors, one Russel air cooling condenser located on the ground, concrete floor, and seasonal ice for skating/hockey activities. Due to the current year of construction, certain hazardous materials such as asbestos may be found in certain glues, caulking, and window glazing. Mechanical equipment within the facility may contain freon or other glycol-based material.

Pleasant - Year Built 1973

Pleasant Arena was constructed in 1973 and used current building methods at that time. Facility operation for heating/cooling, ventilation and ice management includes a R22 indirect system (glycol base), two Vilter 450xl direct drive compressors, one Bohn air cooling condenser located on the ground, concrete floor, and year-round ice for skating/hockey activities. Due to the current year of construction, certain hazardous materials such as asbestos may be found in certain glues, caulking, and window glazing. Mechanical equipment within the facility may contain freon or other glycol-based material.

Shoreview - Year Built 1974

Shoreview Arena was constructed in 1974 and used current building methods at that time. Facility operation for heating/cooling, ventilation and ice management includes a R22 indirect system (glycol base), two Vilter 450xl direct drive compressors, one Russel air cooling condenser located on the ground, concrete floor, and seasonal ice for skating/hockey activities. Due to the current year of construction, certain hazardous materials such as asbestos may be found in certain glues, caulking, and window glazing. Mechanical equipment within the facility may contain freon or other glycol-based material.

TCO Sports Garden (2 sheets) – Year Built 2010

TCO Sports Garden was constructed in 2010 and used current building methods at that time. The TCO Sports Garden facility includes two sheets of ice, and an indoor turf field. The indoor turf field was reconstructed in 2020 and used current building materials at that time. Facility operation for both rinks include of heating/cooling, ventilation and ice management consisting of a R507 indirect system (glycol base), four Carlyle 5h80 direct drive compressors, four BAC water cooled condensing towers located on the roof, concrete floor, and year-round ice for skating/hockey activities. Due to the current year(s) of construction and building material utilized, the facility should be free of hazardous building materials. Mechanical equipment within both rinks may contain freon or other glycol-based material.

White Bear - Year Built 1973

White Bear Arena was constructed in 1973 and used current building methods at that time. Facility operation for heating/cooling, ventilation and ice management includes a R22 indirect system (glycol base), two Vilter 450xl direct drive compressors, one Russel air cooling condenser located on the ground, concrete floor, and seasonal ice for skating/hockey activities. Due to the current year of construction, certain hazardous materials such as asbestos may be found in certain glues, caulking, and window glazing. Mechanical equipment within the facility may contain freon or other glycol-based material.

Parks Administration Building – Year Built 1985

The Parks and Recreation Administration building was constructed in 1985 and used current building methods at that time. Due to the current year and building material at that time, the building should be free of hazardous building materials, but certain equipment may contain freon for mechanical HVAC use. Other potential hazardous products that may be found within the building for park operations consist of petroleum products, chemical sprays, and fertilizer material.

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

PART 1 – PRODUCTS & EXECUTION

1. Lighting Upgrades

1.1 Scope of Work

Honeywell shall provide lighting systems upgrades as detailed in *Exhibit A1 – Lighting Room-by-Room Report*. A list of the buildings included in scope is provided in Table 1 below.

Table 1 - Buildings Included in Lighting Scope of Work

Building	Included in Lighting Scope
Charles M. Schulz-Highland Arena	▪
Gustafson-Phalen Arena	▪
Harding Arena	▪
Ken Yackel-West Side Arena	▪
Oscar Johnson Arena	▪
Pleasant Arena	▪
Shoreview Ice Arena	▪
White Bear Lake Arena	▪

General Scope of Work

- 1) Existing 4' (10) T5HO lamp high bay fixtures will be replaced with new 235-Watt LED high bay fixtures.
- 2) Existing 4' (8) T8 lamp high bay fixtures will be replaced with new LED high bay fixtures.
- 3) Existing 4' (2), (3) and (4) T8 lamp fixtures will be retrofitted with Type B (internal driver) T8 LED lamps. Bypass and remove existing ballasts.
- 4) Existing CFL screw-in lamps will be retrofitted with LED lamps.
- 5) Existing incandescent screw-in lamps will be retrofitted with LED lamps.
- 6) Existing LED fixtures will be left alone.
- 7) Existing defective LED exit signs and emergency fixtures will be replaced with new LED exit signs and emergency fixtures. Existing fixtures with emergency battery backup ballasts will have new Type B compatible emergency battery backup drivers installed.
- 8) Exterior – Existing LED wall pack, flood and canopy fixtures will be left alone.
- 9) At Shoreview Ice Arena – Existing HID wall packs with new LED wall packs with integral photocells.
- 10) At Shoreview Ice Arena - Existing CFL screw-in lamp jelly jars will be retrofitted with new LED lamps.

1.2 General Clarifications and Exclusions

- 1) Situations that could not be assessed in the provided documentation or during site visits are excluded: concealed conditions past the existing fixture, asbestos, or lead paint abatement, and areas that require restricted access, permits, or specialized escort conditions.
- 2) Honeywell assumes that the existing electrical wiring, the grounding, the existing circuit breakers, and lighting fixtures are in good operable condition and in compliance with existing codes. Any major components or wiring discovered by Honeywell in

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

need of repair shall be noted and submitted to the customer. Any such repairs will be the responsibility of the customer to remedy in a timely manner.

- 3) Fixtures recessed in asbestos containing ceilings will not be replaced.
- 4) No lenses or diffusers will be replaced on any retrofitted fixtures unless specifically noted in the scope of work.
 - a. Any pre-existing damage to a fixture diffuser (i.e. lens) including but not limited to discoloring (yellow lenses), cracks, broken pieces, dents, chips, diffusers completely missing, melted plastic, permanent fingerprints, or foreign matter stains (such as ballast tar leaks) is the sole responsibility of the customer. This scope of work does not include any replacement or repair to any damaged lenses or any other pre-existing damaged luminaire components.
- 5) Emergency lighting will not be installed or added to any facility, unless specifically state in this scope of work.
- 6) Installation beyond the scope of work described herein is excluded.
- 7) Customer shall provide agreeable access to perform given scope of work.
- 8) Customer and Honeywell Measurement & Verification shall review and sign off on pre and post lighting measurements.
- 9) The Customer shall designate a mutually agreeable staging and storage areas(s) for equipment and material storage.

1.3 Warranty

- 1) Honeywell shall provide a workmanship warranty for a period of one year after substantial completion. Specific damage to the lighting system caused by lightning, significant changes in power quality, power surges, physical damage to the equipment or abnormal operation are excluded from this warranty. The warranty shall commence upon completion and acceptance by the customer of the lighting retrofit. As a result, the lighting retrofit warranty(s) will commence in advance of the overall project completion.
- 2) During the warranty period, the Customer's staff shall replace all defective lamps and ballasts under warranty. A two (2) percent supply of replacement lamps and ballasts, or a minimum of two for each type, shall be maintained at the Customer's site throughout the manufacturer's warranty period by Honeywell's lighting subcontractor. During the warranty period, all material exchanges will be processed by the Customer directly through the manufacturer with the assistance of the lighting subcontractor. Material warranties vary based on type of material; these warranties will be provided to customer at completion of installation.

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

2. Building Envelope Upgrades

2.1 Scope of Work

Honeywell shall provide building envelope and weatherization improvements as summarized in Table 2 below. The quantities listed in Table 2 are approximate and subject to change during installation.

Table 2 - Summary of Building Envelope Upgrades

<u>Building</u>	Penetrations sealed with polyurethane sealant (SF)	Wall cracks, window / door frames & vents sealed with polyurethane sealant (LF)	Sets of weather-strip DF	Door sweeps	Door Sweep (OH Door)	Astragals (weather-strip for center of double door)	Sets of weather-strip DF (Over Head (OH) Door)	Ea – Magnetite Window System in window openings (alternate scope)	Seal off Zamboni Louver (ea)
Charles M. Schulz – Highland Arena	0.01	-	37	37	1	8	3	-	-
Gustafson - Phalen Arena	-	12	19	19	2	6	2	-	-
Harding Arena	-	-	17	17	2	6	2	-	-
Ken Yackel - West Side Arena	-	-	14	14	1	4	2	-	-
Oscar Johnson Arena	-	-	3	3	-	1	-	-	-
Parks and Recreation Offices	0.03	-	13	13	-	1	10	64	-
Pleasant Arena	-	-	19	19	1	6	1	-	-
Shoreview Ice Arena	-	-	3	3	-	1	-	-	-
White Bear Lake Arena	-	-	14	14	1	1	2	-	3

2.2 General Notes

- 1) Weather-stripping kits shall be installed along the door perimeters of single doors. Doors will be tested for proper operation.
- 2) Silicone sealants shall be installed for silicone weather-strip applications.
- 3) Exterior edges of any EPDM glazing gaskets shall be capped, and joints shall be sealed between non-porous surfaces such as metal and glass unless otherwise specified.
- 4) Astragals on double doors shall be replaced and/or installed.
- 5) New bottom door sweeps shall be installed on single and double doors.

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

- 6) Building penetrations such as wall cracks, concrete cracks, mortar cracks, control joints, and exterior applications shall be sealed with Polyurethane sealants, unless otherwise specified.

2.3 Exclusions and Clarifications

- 1) Situations that could not be assessed in the provided documentation or during site visits are excluded: concealed conditions past the existing fixture junction, asbestos or lead paint abatement, and areas that require restricted access permits or specialized escort conditions.
- 2) Removal of Caulking, Coatings, Mastics, Flashings, Insulation or any other materials is excluded, unless clearly specified.
- 3) Repair or installation of Brick or other Masonry Materials or Systems is excluded.
- 4) Repair or installation of Window or Door Systems is excluded, unless clearly identified.
- 5) Repair or installation of any Structural Systems is excluded.

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

3 Controls Upgrades

3.1 General Requirements

The scope consists of labor and material as specifically listed below and required to control the points/equipment identified, including system commissioning and checkout, wiring and the required on-site owner training. Energy conservation programming shall be provided for optimum start/stop.

3.2 County-Wide Scope

- 1) Install Niagara 4 Supervisor to serve as the county-building management system.
- 2) Provide graphics, remote access, alarming, and point trending.
- 3) Server shall reside on County-provided virtual server.
- 4) Integrate new control systems listed herein.
- 5) All devices that connect to a TCP/IP network will be configured to use the Building Automation System VLAN managed by Ramsey County
- 6) All devices that connect to a TCP/IP network will be reviewed and approved for use on a Ramsey County Network by the Informations Services Security Team.
- 7) The Vendor will utilize the Ramsey County SecureLink Remote Administration

3.3 Parks and Recreation Offices

- a. Furnace – Typical of 7
 - i. Furnish and install DDC panel to provide control of the 2nd floor MER equipment. Provide the following control points:
 1. Space Temperature
 2. Temperature Setpoint
 3. CO2
 4. Fresh Air Damper (furnish and install new actuator)
 5. Heat Enable – x1 (one unit has 2 stages)
 6. Cooling Enable – x1
 7. Fan Enable
 8. Fan Status
 9. Discharge Air Temperature
- b. Rooftop Unit – Typical of 1
 - i. Furnish and install communicating thermostat and integrate to the BMS. Provide the following control points:
 1. Space Temperature
 2. Temperature Setpoint
 3. Heat Enable – x2
 4. Cooling Enable – x2
 5. Fan Enable
- c. Garage Area
 - i. Furnish and install DDC panel to provide control of the Garage Area Equipment. Provide the following control points:
 1. Garage Bay Temperature – x3
 2. Infrared (IR) Heater Enable – x3
 3. Unit Heater (UH) Enable – x2
 4. Garage Office Temperature – x2
 5. Garage Office Electric Heat Enable – x2

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

3.4 Ken Yackel-West Side Arena, Oscar Johnson Arena, Shoreview Ice Arena and White Bear Lake Arena

- a. Chiller Control
 - i. Furnish and install new Honeywell UDC2800 PID controller (or approved equal) to replace the existing PID controller and integrate to the BMS via a new Modbus interface. Provide control of ice temperature setpoint and implement setback policy.
 - ii. Provide Modbus or BACnet interface for the new condenser fan VFD (installed by others) and provide monitoring.
 - iii. Provide Modbus interface for the new MMIMYK Gateway (installed by others) and provide monitoring.
- b. Furnaces
 - i. Furnish and install (2) new TC500 thermostats (or approved equal) to replace the existing programmable thermostats.
 - ii. Furnish and install (1) new wall plate space temperature sensor in a locker room on the exterior wall. Sensor shall be wired to the TC500 input for setpoint control.
 - iii. Integrate into the supervisor via BACnet IP over Wi-Fi.
- c. Compressor Power Monitoring
 - i. Furnish and install a new electric submeter to measure the (2) chiller compressors and integrate into the building management system.
- d. Zamboni IR Heater
 - i. Provide DDC points to provide control of the Zamboni Area IR heater. Provide the following control points:
 - 1. Zamboni Bay Temperature
 - 2. IR Heater Enable
 - 3. UH Enable
 - 4. Zamboni Entrance Temperature
- e. Chiller IR Heater
 - ii. Provide DDC points to provide control of the Chiller Room IR heater. Provide the following control points:
 - 1. Chiller Room Temperature
 - 2. IR Heater Enable
- f. Bleacher IR Heater
 - iii. Provide DDC points to provide control of the Bleacher IR heater. Provide the following control points:
 - 1. IR Heater Interrupt Relay
- g. Hot Water Boiler Temperature Monitoring
 - iv. Provide DDC points to provide monitoring of the hot water system. Provide the following control points:
 - 1. Hot Water Temperature

3.5 General Exclusions and Clarifications

- 1) Honeywell excludes installation or wiring of any component not provided under this scope.
- 2) Excludes furnishing and installing or repair of dampers and/or Fire Smoke Dampers.

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

- 3) Excludes Fire Alarm tie-in and associated work.
- 4) Excludes any work associated with life safety systems and emergency power.
- 5) The Owner will assign permanent IP address for all new data drops upon request from Honeywell.
- 6) Installation of new IT network (LAN) data drops is included. Honeywell will utilize a Ramsey County approved low-voltage wiring vendor. That vendor will follow the State of Minnesota’s low-voltage wiring standards.
- 7) IT coordination and implementation of firewalls, owner hosted storage capacity requirements, equipment, and other IT upgrades are excluded.
- 8) Repairs, replacement, testing, or cleaning of existing mechanical equipment is excluded, unless specifically stated in this scope of work
- 9) All testing for, identification and work with hazardous materials, including asbestos, is excluded, and shall be performed by Ramsey County. Honeywell will not perform any work in areas where asbestos is present and will notify the city immediately if asbestos is suspected.
- 10) Any piping/plumbing work is excluded, except where specifically noted.
- 11) Facility construction such as roof, ceiling, and wall patching, repair, or painting, and thermostat safety covers is excluded.
- 12) Site construction such as demolition, concrete drilling, coring, sawing, excavation, trenching, and underground conduits is excluded.
- 13) Temporary work such as temporary power, networking, utility charges, and site restoration is excluded.
- 14) Test, Adjust, and Balance of Airside and Water-side systems is excluded, unless specifically noted.
- 15) The table below represents the network-connected devices associated with the controls upgrades:

Building	Device	IP Address Needed?	Physical Port Needed?	POE Required?
Parks & Rec Office	JACE	Yes	Yes	No
Parks & Rec Office	Wi-Fi Thermostat	Yes	No	No
West Side Arena	JACE	Yes	Yes	No
West Side Arena	Wi-Fi Thermostat	Yes	No	No
West Side Arena	Wi-Fi Thermostat	Yes	No	No
Oscar Johnson Arenda	JACE	Yes	Yes	No
Oscar Johnson Arenda	Wi-Fi Thermostat	Yes	No	No
Oscar Johnson Arenda	Wi-Fi Thermostat	Yes	No	No
Shoreview Arena	JACE	Yes	Yes	No
Shoreview Arena	Wi-Fi Thermostat	Yes	No	No
Shoreview Arena	Wi-Fi Thermostat	Yes	No	No
White Bear Arena	JACE	Yes	Yes	No
White Bear Arena	Wi-Fi Thermostat	Yes	No	No
White Bear Arena	Wi-Fi Thermostat	Yes	No	No

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

4 Mechanical Upgrades

4.1 Replace existing Gas Furnaces and Condensing Units as described below.

Building	Label	Qty	Fuel	Existing Unit Manuf. Date	Heating Existing & Proposed	Proposed Unit (or approved equal)	Cooling Existing & Proposed
Ken Yackel - West Side Arena	F1	1	Natural Gas	TRANE / 2007	140 MBH	Carrier Infinity 98	-N/A
Ken Yackel - West Side Arena	F2	1	Natural Gas	TRANE / 2007	140 MBH	Carrier Infinity 98	- N/A
Parks and Recreation Office	S-1	1	Natural Gas	Trane / 2010	80 MBH	Carrier Infinity 98	2.5 ton
Parks and Recreation Office	S-2	1	Natural Gas	BRYAN T / 2006	90 MBH	Carrier Infinity 98	4 ton
Parks and Recreation Office	S-3	1	Natural Gas	TRANE / 2010	140 MBH	Carrier Infinity 98	4 ton
Parks and Recreation Office	S-4	1	Natural Gas	TRANE / 2009	120 MBH	Carrier Infinity 98	3 ton
Parks and Recreation Office	S-5	1	Natural Gas	TRANE / 2009	120 MBH	Carrier Infinity 98	2.5 ton
Parks and Recreation Office	S-6	1	Natural Gas	TRANE / 2018	120 MBH	Carrier Infinity 98	5 ton
Parks and Recreation Office	S-7	1	Natural Gas	TRANE / 2009	140 MBH	Carrier Infinity 98	5 ton
White Bear Lake Arena	F1	1	Natural Gas	TRANE / 2008	140 MBH	Carrier Infinity 98	- N/A
White Bear Lake Arena	F2	1	Natural Gas	TRANE / 2008	140 MBH	Carrier Infinity 98	- N/A

- 1) Furnish and install natural gas furnaces as stated above.
 - a. Furnish and install ductwork as needed.
 - b. Furnish and install piping as needed.
 - c. Furnish and install flue as needed.
 - d. Penetrations as required.
 - e. Insulation as required.
 - f. Hoisting as required.
 - g. Permits as required.

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

- h. Provide start-up, testing and commissioning.
- 2) Furnish and install condensing units as stated above.
 - a. Furnish matching cased A coils.
 - b. Furnish or clean line sets as needed.
 - c. Furnish and install ductwork as needed.
 - d. Furnish and install piping as needed.
 - e. Insulation as required.
 - f. Hoisting as required.
 - g. Permits as required.
 - h. Provide start-up, testing and commissioning.
- 3) Furnish and install two fresh air economizers with associated controls and necessary duct work and penetrations on the two furnace systems with 5-ton condensing units.

4.2 Refrigerant System Upgrades

1) Condenser VFDs

Modify each air-cooled condenser on ice sheet refrigeration systems to regulate refrigerant R22 head pressure to adjustable pressure setpoints allowing lower head pressure while maintaining refrigerant liquid flow for proper refrigeration performance.

- a. Applicable facilities
 - i. Ken Yackel-West Side Arena
 - ii. Oscar Johson Arena
 - iii. Shoreview Ice Arena
 - iv. White Bear Lake Arena
- b. Each air-cooled condenser shall be modified as follows:
 - i. Replace two (2) single phase fan motors on each of the four (4) condensers with two (2) 1.5 Hp three (3) phase motors rated @ 1,200 RPM each matching each unit voltage and existing three (3) phase motors.
 - ii. Motors selected and submitted for approval will match frame and performance of existing three (3) phase motors.
 - iii. Motor wiring size to match nameplate voltage and amperage requirements.
 - iv. Wiring to the new three (3) phase motors to be flexible stranded MTW with 600V AC rating. No solid wiring allowed. New wiring to be routed to condenser electrical enclosure and secured.
 - v. Old motors removed to become the property of building owner for disposal.
 - vi. Motors to be TEAO vertical mounted with weather tight electrical junction boxes by motor manufacturer or approved equal. Rain slingers to be required.
 - vii. Replace condenser fan blades with new blades matching diameter, blade pitch and shaft diameter to fit the new three (3) phase motors.
 - viii. Condenser fan shafts to be properly coated with anti-seize for ease of future service replacement.
 - ix. Shaft ends exposed to weather will be fitted with seal caps or a coating of silicone caulk to prevent corrosion of shafts to blade hubs.
 - x. Verify motors have individual overload protection.
 - xi. If overload protection is needed, provide for each fan motor in the condenser.

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

- xii. Install one (1) VFD to operate eight (8) 1.5 Hp condenser fans in parallel on each condenser.
- xiii. VFD to be FUJI MEGA (or approved equal) with disconnect switch and bypass and BACnet card communication.
- xiv. VFD may be mounted indoors in NEMA 1 enclosure with new outside three (3) phase disconnect switch with interlock to VFD.
- xv. Provide single refrigerant pressure transducer (Penn P499VAP-105K with 0-10V DC output or approved equal) rated for R22.
- xvi. Wire pressure transducer to FUJI MEGA (or approved equal) drive.
- xvii. Program VFD to maintain refrigerant head pressure.
- xviii. Interlock VFD to chiller to prove compressor on/off operation enabling VFD when compressors are operational.
- xix. Provide factory startup testing and commissioning of the VFD.

2) Electronic Expansion Valves (EEVs)

Modify the existing R22 Thermostatic Expansion Valves, replace with Electronic Expansion Valves and associated connections, controllers, etc. to provide closer chiller approach temperatures and higher superheat, allowing lower head pressure while maintaining refrigerant liquid flow for proper refrigeration performance.

- a. Applicable facilities
 - i. Ken Yackel-West Side Arena
 - ii. Oscar Johson Arena
 - iii. Shoreview Ice Arena
 - iv. White Bear Lake Arena

- a. Modify the existing expansion valves as follows:
 - i. Pump down and reclaim R22 from system, remove existing thermostatic expansion valves (TXVs.)
 - ii. Install Danfoss Electronic Expansion Valve (integral stepper motor) (2) units per arena or approved equal.
 - iii. Install Danfoss Pressure Transducer for Superheat Controller (2) units per arena or approved equal.
 - iv. Install Danfoss Temperature Transducer for Superheat Controller (2) units per arena or approved equal.
 - v. Evacuate and leak test and re-fill system with R22, adjust compressor lubricant as needed.
 - vi. Provide parts, installation and wiring for new EEVs at each arena.
 - vii. Install Danfoss (or approved equal) cable sets for expansion valve and stepper motor: (2) per arena.
 - viii. Install Danfoss Superheat Controller (or approved equal): (2) per arena and programming the Danfoss Gateway for the Superheat Controller (to connect to laptop) (1) per arena.
 - ix. Connect Danfoss Pressure Transducer to Superheat Controller using Cable Connector (or approved equal): (2) each per arena.
 - x. Connect Danfoss Temperature Transducer to Superheat Controller using Cable Connector (or approved equal): (2) per arena
 - xi. Provide start-up, testing and commissioning.

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

4.3 General Exclusions and Clarifications

- 1) Situations that could not be assessed in the provided documentation or during site visits are excluded: concealed conditions past the existing fixture, asbestos, or lead paint abatement, and areas that require restricted access, permits, or specialized escort conditions.
- 2) Structural steel installation and/or engineering is excluded.
- 3) Roofing work is excluded.
- 4) All testing for, identification and work with hazardous materials, including asbestos, is excluded, and shall be performed by Ramsey County. Honeywell will not perform any work in areas where asbestos is present and will notify the city immediately if asbestos is suspected.
- 5) Additional work not specifically included and stated in this scope but requested or called out by inspection or called for by applicable code, is excluded.

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

5 Solar Photovoltaic

5.1 Aldrich Arena

- 1) Install rooftop solar panels on Aldrich Arena based on design load. Provide and install gear necessary to connect to building load on customer side of tariff meter per code.
- 2) Provide for access lanes and clearance around roof mounted equipment, roof drains, etc. for maintenance, roof edge clearance.
- 3) Solar PV Description, or approved equal:

Equipment	Approx. Quantity	Description
Solar Panels	586	Trina Solar TSM-655-DE21
Inverters	6	Ginlong Technologies Solis-50K

- 4) Solar System Size: The output is limited by export rules.

Approx. Power Rating	383.8 kW-DC
Power Rating not to exceed	339.5 kW-AC-CEC

Figure 1 – Potential Rooftop Solar Layout – Aldrich Arena



5.2 TCO Sports Garden (Vadnais)

- 1) Install rooftop solar panels on TCO Sports Garden (Vadnais) based on design load. Provide and install gear necessary to connect to building load on customer side of tariff meter per code.

**EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN**

2) Provide for access lanes and clearance around roof mounted equipment, roof drains, etc. for maintenance, roof edge clearance.

3) Solar PV Description, or approved equal:

Equipment	Approx. Quantity	Description
Solar Panels	1,616	Trina Solar TSM-655-DE21
Inverters	9	Ginlong Technologies Solis-100K-5G-US

4) Solar System Size:

Approx. Power Rating	1,058.5 kW-DC
Approx. Power Rating	936.3 kW-AC-CEC

Figure 2 – Potential Rooftop Solar Layout – TCO Sports Garden



5.3 General Clarifications and Exclusions

- 1) Structural modifications and reinforcements are excluded
- 2) Utility tie-ins are excluded
- 3) Utility infrastructure upgrades are excluded

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

6. Carbon and Energy Manager (CEM) Monitor and Control

6.1 Deploy CEM Monitor and Control software package to the facilities listed below.

Building	CEM Deployment	
	Electric	Natural Gas
Aldrich Arena	■	■
Charles M. Schulz-Highland Arena	■	■
Gustafson-Phalen Arena	■	■
Harding Arena	■	■
Ken Yackel-West Side Arena	■	■
Oscar Johnson Arena	■	■
Parks and Recreation Offices	■	■
Pleasant Arena	■	■
Shoreview Ice Arena	■	■
TCO Sports Garden (Vadnais)	■	■
White Bear Lake Arena	■	■

6.2 CEM scope of work

- 1) Interface new Niagara BMS with the CEM cloud.
- 2) Tie newly installed submeters into CEM control system.
- 3) Utility data interface to be included in CEM software package.
 - a. Tailor dashboards based on the number, type and location of meters to show energy usage and carbon emissions.
 - b. Evaluate carbon and energy footprints.
 - c. Monitor Scope 1 and Scope 2 emissions through user friendly visualization tools.
 - d. Track renewable energy generation.
 - e. Track energy costs.
 - f. Track sustainability goals.
 - g. Receive energy alerts.
 - h. Analyze Energy Usage Intensity (EUI).

6.3 Submetering scope of work

- 1) Install submetering on existing and new Niagara Cloud Connector, Solar MFG Cloud Integration and CEM Monitoring
 - a. Utility Meters: Eleven (11) natural gas utility meters and (11) electricity utility meters, all serviced by Xcel Energy, are encompassed within the scope.

**EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN**

Honeywell will collaborate with a third-party company to gather billed utility information (with the customer providing access to utility account data).

- b. Refrigeration System Electric Sub-meters: Four (4) electric sub-meters for refrigeration systems, one (1) at each of the following locations: Ken Yackel – West Side Arena, Oscar Johnson Arena, Shoreview Ice Arena, and White Bear Lake Arena.
- c. Solar PV System Electricity Consumption: Two (2) meters to monitor electricity consumption from Solar PV systems, one (1) each at Aldrich Arena and TCO Sports Garden (Vadnais).

A summary of the CEM Metering is provided in the table below

Building Name	Utility		Ice Ref.	
	Electricity	Natural Gas	Power C1	Solar Power
Aldrich Arena	1	1		1
Charles M. Schulz -Highland Arena	1	1		
Gustafson - Phalen Arena	1	1		
Harding Arena	1	1		
Ken Yackel - West Side Arena	1	1	1	
Oscar Johnson Arena	1	1	1	
Parks and Recreation Offices	1	1		
Pleasant Arena	1	1		
Shoreview Ice Arena	1	1	1	
TCO Sports Garden (Vadnais)	1	1		1
White Bear Lake Arena	1	1	1	

 *Niagara Cloud Connector – New BMS*

 *Solar MFG Cloud Integration*


 *API – CEMs Monitor*

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

PART 2 – GENERAL

A. GENERAL CONDITIONS

1. Honeywell is not responsible for bringing existing lighting/electrical systems up to code.
 2. Lamp warranty will be provided by the lamp manufacturer. The warranty on the lamps operates by the Customer sending the old ballasts back to the manufacturer and in return a new ballast will be provided to be installed by the Customer's work force.
 3. If Honeywell encounters any materials or substances classified as toxic or hazardous in performance of the Work, including asbestos, Honeywell will notify Customer and will stop work in that area until such area has been made safe by the Customer, or Customer's Representative, at Customer's expense. In the event such conditions cause a delay in Honeywell's performance, Honeywell shall be entitled to recovery of all costs associated with such delay, as well as an extension of time of performance.
 4. Where demolition of certain areas of a building are required for removal and installation of equipment and that demolition is included in the scope of work defined herein, Honeywell will make every effort to replace such areas with similar materials as available. If such materials are not available, materials of similar quality will be supplied and installed.
 5. Electrical: Honeywell will only be responsible for repairing existing electrical wiring problems that occur within three feet (36 inches) of the device being installed or the nearest wall or ceiling penetration, whichever is smaller.
 6. Piping: Honeywell will only be responsible for repairing existing piping problems that occur within two feet (24 inches) of the device being installed or the nearest wall or ceiling penetration, whichever is smaller. Piping includes, but is not limited to, domestic hot and cold water, cooling cold water, heating hot water, condensate, fuel oil, and cooling tower condensing water.
 7. Routine Maintenance: Routine maintenance up such as vacuuming, coil cleaning and filter change of air handling devices, etc. is the responsibility of the Customer, or as included in Exhibit J.
 8. Utility Meter: If new utility meters are required, provision and coordination of utility meters is the responsibility of the customer.
 9. Remote Access: CUSTOMER is responsible for implementation and costs for remote Honeywell access through CUSTOMER's firewall(s) to the controllers and front-end computer(s) by one (1) remote user designated by Honeywell using one or more of the following processes:
 - TCP/IP Remote Access: A dedicated static IP address, installation and on-going maintenance and subscription and licensing fees for access hardware and software and one (1) station license dedicated to the remote user, or
 - Phone Lines: To be provided by customer for off-site monitoring, up to two (2) lines for each front end, as needed, one (1) line for each separate remote bus, as well as on-going maintenance of the lines.
- If remote access is interrupted, at any time during the Guarantee Term, Honeywell reserves the right to suspend any reporting requirements until remote access has been restored.
10. Efficiency Values: Honeywell will install equipment and lighting components (hereto referred as "equipment") under the scope described herein with specific energy and water efficiency values. The customer is required to replace any failed "equipment" no longer warranted by

EXHIBIT A
SCOPE OF WORK – RAMSEY COUNTY, MN

Honeywell or a Honeywell subcontractor, with “equipment” of equal or greater efficiency for the full contract guarantee term.

11. [Reserved]
12. Honeywell will provide information necessary to apply for utility incentives. Actual dollar amount of incentive will be determined by the Utility and is not guaranteed by Honeywell.
13. The following areas are specifically excluded from this scope of work. Correction of problems in these areas, if required by Federal, State or local law or ordinance, will be considered additional work and will be chargeable (with approval) to the Customer.
 - a. Any work not specifically stated and outlined in this scope of work.
 - b. Painting and patching of areas beyond those areas directly related to work.
 - c. Existing non-code conditions (examples: existing electrical wiring which requires correction or approval by appropriate inspectors, existing penetrations in need of fire stopping, etc).
14. Extended Warranties or Service Plans: Honeywell will transfer to the Customer manufacturer warranties and service plans to the extent they extend beyond the one year Honeywell warranty. Following the one-year Honeywell warranty the Customer will contact the manufacturer directly for warranty or service issues. Honeywell does not guarantee that the manufacturer or service provider will be available throughout the term of the manufacturer’s warranty.

B. RELATED WORK SPECIFIED ELSEWHERE

1. Provision of equipment, material, and labor to provide functional measurement and verification systems coordinated under Exhibit J – Guarantee and M&V Services Agreement.

Exhibit B Project Schedule



ID	Task Name	Duration	Start	Finish	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025	Qtr 3, 2025	Qtr 4, 2025	Qtr 1, 2026	Qtr 2, 2026	Qtr 3, 2026	Qtr 4, 2026	
1	Construction	352 days	Tue 11/19/24	Fri 4/17/26												
2	Pre-Construction	120 days	Tue 11/19/24	Tue 5/13/25												
3	Notice to Proceed	0 days	Tue 11/19/24	Tue 11/19/24			◇ 11/19									
4	Final Equipment Selection / Submittals Review / Procurement	6 mons	Tue 11/19/24	Tue 5/13/25												
5	Construction	327 days	Fri 12/27/24	Fri 4/17/26												
6	Lighting Upgrades	8 wks	Tue 2/4/25	Tue 4/1/25												
7	Building Envelope Improvements	8 wks	Fri 12/27/24	Tue 2/25/25												
8	Mechanical Upgrades	16 wks	Mon 5/19/25	Thu 9/11/25												
9	Controls Upgrade and CEM	14 wks	Mon 7/14/25	Mon 10/20/25												
10	Solar PV	210 days	Mon 6/16/25	Fri 4/17/26												
11	Aldrich Arena	16 wks	Mon 6/16/25	Wed 10/8/25												
12	TCO Sports Garden	26 wks	Thu 10/9/25	Fri 4/17/26												
13	Administrative Closeout	15 days	Mon 4/20/26	Fri 5/8/26												
14	Substantial Completion / Punchlist / Training / Acceptance	3 wks	Mon 4/20/26	Fri 5/8/26												

Exhibit C
Installation Price

ECM No.	Description	Installation Price
1	Lighting Upgrades	\$ 442,645
2	Building Envelope Upgrades	\$ 122,721
3	Controls Upgrades	\$ 290,402
4	Mechanical Upgrades	\$ 704,007
5	Solar Photovoltaic	\$ 4,896,095
6	CEM Monitor & Control	\$ 32,371
<i>Total Installation Price</i>		\$ 6,488,241

**EXHIBIT D
PAYMENT SCHEDULE**

1. The following payment schedule has been established for the Work:

1.1 The payment schedule reflected below has been established for the Work. Payment shall be made net thirty-five (35) days of invoice date. If issues surrounding lack of payment are not remedied within seven (7) business days, HONEYWELL may suspend all Work until payment is made.

Total payments are: \$ 6,488,241

Customer may withhold retainage as set forth in Section 5.1 of the Agreement. No retainage shall be withheld from the Initial Payment made by Customer to Honeywell.

1.2 Progress Payments

	Amount Due
Initial Payment upon Contract Signature:	\$1,622,060
Monthly Progress Payments:	\$4,866,181
Total Payments:	\$6,488,241

The entire contract price less the initial payment will be billed monthly as a percentage complete. Following the end of each month, during the construction period of the Project, HONEYWELL will provide to CUSTOMER an Application for Payment using the Schedule of Values (SOV) provided herein to identify the work performed during that month.

2. The following payment schedule has been established for Support Services:

2.1 The first invoice will be issued upon completion of the Work and prior to commencement of Support Services and CUSTOMER shall pay or cause to be paid to HONEYWELL the full price for the Services as specified in Exhibit J.

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APPLICATION NO 1
 APPLICATION DATE 11/5/2024
 PERIOD TO 11/5/2024

SCHEDULE OF VALUES

DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE		BALANCE TO FINISH	
		FROM PREVIOUS APPLICATIONS	THIS PERIOD	AMOUNT	(%)		
Initial Payment (25%)	\$ 1,622,060.25		\$ 1,622,060.25	\$ 1,622,060.25	100.00%	\$ -	
				\$ -		\$ -	
AIA Hard Costs				\$ -		\$ -	
ECM 1: Lighting Upgrades	\$ 250,548.52			\$ -		\$ 250,548.52	
ECM 2: Building Envelope Upgrades	\$ 69,463.08			\$ -		\$ 69,463.08	
ECM 3: Controls Upgrades	\$ 158,217.95			\$ -		\$ 158,217.95	
ECM 4: Mechanical Upgrades	\$ 383,559.58			\$ -		\$ 383,559.58	
ECM 5: Solar Photovoltaic Systems	\$ 2,714,869.71			\$ -		\$ 2,714,869.71	
ECM 6: CEM Monitor & Control	\$ 17,716.31			\$ -		\$ 17,716.31	
Fixed Fees							
Investment Grade Energy Audit	\$ 149,948.56			\$ -		\$ 149,948.56	
Design Engineering Fees	\$ 106,426.55			\$ -		\$ 106,426.55	
Construction Management & Project Administration	\$ 111,306.96			\$ -		\$ 111,306.96	
System Commissioning	\$ 80,173.80			\$ -		\$ 80,173.80	
Equipment Initial Training Fees	\$ 74,571.85			\$ -		\$ 74,571.85	
ESCO Overhead	\$ 371,022.70			\$ -		\$ 371,022.70	
ESCO Profit	\$ 222,613.18			\$ -		\$ 222,613.18	
Owner Controlled Contingency	\$ 155,742.00			\$ -		\$ 155,742.00	
SUBTOTAL:	\$ 6,488,241.00	\$ -	\$ 1,622,060.25	\$ 1,622,060.25	25.00%	\$ 4,866,180.75	

Exhibit G
Small Business Utilization and Labor Goals

Summary of Bidding Results

Scope	Subcontractor	Cost	Registered in CERT	Registered with DnB
Lighting	Premier Lighting	\$ 289,992	SBE, WBE	
Building Envelope	I-Star	\$ 70,737		SBE
Building Envelope	Yale Mechanical	\$ 9,662		
Controls	Total Mechanical	\$ 180,791	SBE	
Mechanical	Total Mechanical	\$ 438,283	SBE	
Solar PV	All Energy	\$ 3,102,207		SBE
CEM	Honeywell	\$ 22,125		

Total Project Price	\$ 6,488,241
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Comparison with Utilization Goals (% of Project Price)

Labor Category	Utilization	
	Goal	Planned
MBE	32%	0%
WBE	20%	4%
SBE	25-35%	63%

Abbreviations:

1. CERT = Central Certification Program
2. DnB = Dun & Bradstreet
3. MBE = Minority Business Enterprise
4. WBE = Women Business Enterprise
5. SBE = Small Business Enterprise

EXHIBIT I
PROJECT ACCEPTANCE PROCEDURE

As portions of the Project near completion, the Honeywell Project Manager will start the project close-out process.

The following Exhibits and Tables are attached hereto and made a part of the Agreement:

- Exhibit I-1 Schedule of Substantial Completion Acceptance
- Exhibit I-2 Certificate of Substantial Completion
- Exhibit I-3 Final Project Acceptance Certificate

A.1 Substantial Completion Procedure

The Honeywell Project Manager shall use the Scope-of-Work (SOW) listed in Attachment A as the basis for the close-out process and shall demonstrate to the Customer’s Representative that each separate item of the SOW is substantially complete. The sign off process will be by portion of the Scope of Work, by building/site/Equipment Unit or by individual Energy Conservation Measure (ECM) as listed in Exhibit I-1 below. After each portion of the Scope of Work has been demonstrated and a “Punch List” detailing minor deficiencies, if any, is generated, the Customer’s Representative shall execute the Exhibit I-2 Certificate of Substantial Completion (CSC) to acknowledge substantial completion and Honeywell will complete the “Punch List” within two weeks. Exhibit I-1 based on the Customer’s signature dates will track the progress towards Final Project Acceptance. Warranty shall start in accordance with the terms of the Agreement.

Exhibit I-1

SCHEDULE OF SUBSTANTIAL COMPLETION

Schedule of Substantial Completion: The acceptance process will be performed according to the following schedule.

Schedule of Certificates of Substantial Completion (CSC)		
Scope of Work Segmentation	CSC Acceptance By:	Punchlist Acceptance By:

A.2 Final Project Acceptance Procedure

Once Exhibit I-1 and all punch lists are complete the Honeywell Project Manager and Customer shall use Exhibit I-3 to signify Final Project Acceptance.

Exhibit I-2

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____

Building/Site/Equipment Unit or individual Energy Conservation Measure (ECM): _____

To: Honeywell International Inc.

Reference is made to the above listed Agreement between the undersigned and Honeywell International Inc. and to the Scope of Work as defined in Attachment A herein. In connection therewith, we confirm to you the following:

1. The Building/Site/Equipment Unit or individual Energy Conservation Measure (ECM) referenced above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Customer's Representative as being substantially complete.
2. The Punch List [circle which applies]:
 - (a) has been developed by the parties and delivered to Honeywell and the deficiencies noted therein will be corrected within 2 weeks of the date hereon; or
 - (b) has not been developed by the parties and delivered to Honeywell but will be developed and delivered on or before _____, 202_ after which the deficiencies noted therein will be corrected within 2 weeks of the date thereon.
3. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for payment, as defined in Attachment E, Payment Schedule.
4. Warranty shall start in accordance with the terms of the Agreement.
5. If Customer will be self-performing maintenance on equipment associated with this ECM, then as of the date of Customer signature the Customer is responsible for maintenance.
6. If Honeywell will be performing maintenance on equipment associated with this ECM, then Honeywell will start the Support Services Agreement on the Support Services Effective Date as defined in accordance with Attachment D.

Customer Name: _____

By: _____
(Authorized Signature)

(Authorized Signature)

(Printed Name and Title)

(Printed Name and Title)

(Date)

(Date)

Exhibit I-3

FINAL PROJECT ACCEPTANCE CERTIFICATE

Project Name: _____

Scope-of-Work (SOW): _____

To: Honeywell International Inc.

Reference is made to the above listed Agreement between the undersigned and Honeywell International Inc. and to the Scope of Work as defined in Attachment A herein. In connection therewith, we confirm to you the following:

1. The entirety of the Scope of Work (SOW) referenced above and set forth in Attachment A of the Agreement has been demonstrated to the satisfaction of the Customer's Representative as being accepted as is evidenced by Customer's signature on Certificates of Substantial Completion for the entirety of the Work.
2. The Punch List(s) has been completed.
3. You are hereby authorized to invoice for Final Payment, as defined in Attachment E, Payment Schedule.
4. The date of Customer's signature below shall be known as the date of Final Project Acceptance.

Customer Name:

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)

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Exhibit J
SERVICES AGREEMENT
(INCLUDING M&V SERVICES, GUARANTEE TERMS, SCHEDULE OF GUARANTEED SAVINGS, AND HONEYWELL FORGE FOR BUILDINGS PERFORMANCE)

Project Name: Ramsey County

Date: 7/23/2024

Honeywell International Inc.
 715 Peachtree Rd. NE
 Atlanta, GA 30308

Ramsey County
 2015 Van Dyke St.
 Maplewood, MN 55109

Service Location Name(s):

Parks and Recreation Office	2015 Van Dyke St. Maplewood, MN 55109-3711
Aldrich Arena	1850 White Bear Ave. N. Maplewood, MN 55109-3704
Oscar Johnson Arena	1039 Decourcy Cir., Saint Paul, MN 55108-2600
Shoreview Ice Arena	877 highway 96 W. Shoreview, MN 55126
White Bear Lake Arena	2160 Orchard Lane, White Bear Lake, MN 55110
TCO Sports Garden	1490 County Road E. Vadnais Heights, MN 55110
Highland Arena	800 Snelling Ave. S. Saint Paul, MN 55116
Phalen Arena	1320 Walsh St. Saint Paul, MN 55106
Harding Arena	1496 6TH St. E. Saint Paul, MN 55106
West Side Arena	44 Isabel St. E. Saint Paul, MN 55107
Pleasant Arena	2015 Van Dyke St. Maplewood, MN 55109-3711

M&V Services Agreement Term (“M&V Services Term”): Three (3) years from the M&V Services Effective Date.

M&V Services Agreement Effective Date (“M&V Services Effective Date”): First (1st) day of the month following the date of Final Project Acceptance of the Work.

Price for Year 1: Eighteen Thousand sixty-one dollars (\$18,061). See Section A.6.2 for price in subsequent years.

Payment Terms: Annual in Advance

Sales/Use Tax will be Invoiced Separately Sales/Use Tax is Included in the Price This Sale is Tax Exempt

Honeywell International Inc., through its Honeywell Building Solutions strategic business unit (“Honeywell”), will provide, or cause to be provided, to Customer the services (the “M&V Services”) set forth in the attached work scope documents in Part B of this Exhibit J (“M&V Services Scope”) with respect to the Service Location(s) in accordance with the M&V Services Scope, and the terms and conditions set forth in Part A of this Exhibit J, which together with the guarantee terms and Schedule of Guaranteed Savings set forth in Part C and Part D, respectively, of this Exhibit J, and Part E of this Exhibit J (“Honeywell Forge for Buildings Performance”) constitute this Services Agreement. This Services Agreement is entered into as Exhibit J to, and by execution of, the accompanying Honeywell Agreement between Honeywell and Customer (the “Main Agreement”). Together, the Main Agreement and M&V Services Agreements are the “Agreement.”

Part A –M&V Services Terms & Conditions
Part B –M&V Services Scope Description
Part C – Guarantee Terms
Part D – Schedule of Guaranteed Savings
Part E – Carbon and Energy Manager (CEM) Software Terms
Exhibits - The following Exhibits are attached hereto and are made a part of the Agreements:
Exhibit J-1 Baseline Operating Parameters
Exhibit J-2 Guarantee Period Operating Parameters
Exhibit J-3 Baseline Conditions, Utility Use, Utility Unit Costs
Exhibit J-4 Engineered Cost Avoidance Calculations
Exhibit J-5 M&V Options by Building & ECM
Exhibit J-6 M&V Plan Summary
Exhibit J-7 Operations Cost Avoidance Methodology

PART A. STANDARD TERMS AND CONDITIONS FOR M&V SERVICES

The following terms and conditions, in Sections A.1 to A.8, apply to all M&V Services.

A.1 Reserved

A.2 Working Hours

A.2.1 Unless otherwise stated, all M&V Services will be performed during the hours of 8:00am - 4:30pm local time Monday through Friday, excluding federal or state holidays. If for any reason Customer requests Honeywell to perform M&V Services outside such hours, any overtime or additional expenses incurred by Honeywell will be billed to and paid by Customer.

A.3 Proprietary Information

A.3.1 Customer agrees that Honeywell may use non-proprietary information pertaining to the Agreements, and the work or services performed under the Agreements, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Customer approves such document or statement in writing beforehand. Honeywell may, during and after the term of the Agreements, compile and use, and disseminate in anonymous and aggregated form, all data and information related to building optimization and energy usage obtained in connection with the Agreements. The rights and obligations in this Section A.3 shall survive termination or expiration of the Agreements. The electronic platform, code and arrangement upon which the legible Energy Savings Calculations are published is “Proprietary.”

A.4 Limitation of Liability

A.4.1 **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS M&V SERVICES AGREEMENT WILL IN NO CASE EXCEED THE ANNUAL M&V SERVICES AGREEMENT PRICE; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO THE SPECIFIC SAVINGS GUARANTEE OBLIGATIONS OF HONEYWELL SET FORTH IN THIS EXHIBIT J.**

A.5 Coverage of M&V Services

A.5.1 Customer agrees to provide Honeywell access to all equipment and software necessary to Honeywell’s performance of the M&V Services. Honeywell will be free to start and stop all equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer’s representative.

A.5.2 Honeywell has no obligation to repair or replace parts of any systems, including, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts pursuant to this M&V Services Agreement. Costs to repair or replace such parts will be the sole responsibility of Customer.

A.5.3 Honeywell will not load software, or make repairs or replacements necessitated by reason of negligence or misuse of any equipment, or necessitated by lightning, electrical storm, or other violent weather or by any other cause pursuant to this M&V Services Agreement. Honeywell may provide such services at Customer’s request and at an additional charge.

A.5.4 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed chlorofluorocarbon (CFC) based refrigerants not expressly required to be provided by Honeywell under this M&V Services Agreement. Customer is solely responsible for the cost of material and labor relating to any such refrigerant.

A.5.5 Honeywell is not obligated to provide replacement software, equipment, components and/or parts pursuant to this M&V Services Agreement.

A.5.6 Unless otherwise expressly provided in this M&V Services Agreement, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s).

A.5.7 Honeywell may install diagnostic devices and/or software at Honeywell’s expense to enhance system operation and support. Upon termination or expiration of this M&V Services Agreement, Honeywell may remove these devices and return the applicable system(s) to their original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

A.5.8 Customer will promptly notify Honeywell of any malfunction in the system(s) that comes to Customer’s attention.

A.6 Terms of Payment

A.6.1 Customer will pay or cause to be paid to Honeywell the full price for the M&V Services, as specified on the first-year line of the M&V Services Pricing Table (Section A.6.2) and such price may be adjusted in accordance with this M&V Services Pricing Table. Honeywell will submit invoices to Customer in advance for M&V Services to be performed during the subsequent billing period, and payment shall be due thirty (30) days after Customer’s receipt of each such invoice, as set forth in the “Payment Terms” provisions at the beginning of this Exhibit J. Payments for M&V Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate, whichever is lower. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

A.6.2 Honeywell will annually adjust the amounts charged for the M&V Services provided under the M&V Services Agreement [as set forth in the schedule below]. In addition, Honeywell reserves the right, in its discretion, to increase the price payable by Customer in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price.

Year 1	\$18,061
Year 2	\$18,603
Year 3	\$19,161

A.6.3 UPON WRITTEN NOTICE TO HONEYWELL, SUCH NOTICE TO BE PROVIDED NO LESS THAN THIRTY (30) DAYS’ BEFORE THE END OF YEAR 3 AND EACH SUBSEQUENT APPLICABLE YEAR, CUSTOMER MAY EXTEND THE M&V SERVICE AGREEMENT FOR AN ADDITIONAL YEAR. ANY SUCH EXTENSION BY THE CUSTOMER SHALL BE AT THE COST OF THREE PERCENT (3%) ABOVE THE APPLICABLE PRIOR YEAR’S PRICE (FIRST EXTENSION TO BE APPLIED TO YEAR 3, AND THEN APPLIED YEAR-OVER-YEAR FOR EACH SUBSEQUENT EXTENSION). CUSTOMER MAY NOT EXTEND THE M&V SERVICES AGREEMENT BEYOND YEAR 20. AS SUCH, THE PRICE OF M&V SERVICES SHALL

FOLLOW THE PRICING SCHEDULE LISTED BELOW FOR EACH YEAR THAT THE CUSTOMER EXTENDS THE M&V SERVICE AGREEMENT:

Year 4	\$19,767
Year 5	\$20,360
Year 6	\$20,971
Year 7	\$21,600
Year 8	\$22,248
Year 9	\$22,915
Year 10	\$23,602
Year 11	\$24,311
Year 12	\$25,040
Year 13	\$25,791
Year 14	\$26,565
Year 15	\$27,362
Year 16	\$28,183
Year 17	\$29,028
Year 18	\$29,899
Year 19	\$30,796
Year 20	\$31,720

A.7 Termination. This M&V Services Agreement may be terminated for the reasons set forth below. Should this M&V Services Agreement be terminated in whole or in part for any reason, the Guarantee Term shall also terminate on the same date. In the event this M&V Services Agreement is terminated, the Guaranteed Savings for all subsequent Guarantee Years shall be null and void and Honeywell shall have no further obligation with respect to the Guarantee set forth herein.

By Customer:

A.7.1 For Cause. Customer may terminate this M&V Services Agreement for cause if Honeywell defaults in the performance of any material term of this M&V Services Agreement, or fails or neglects to carry forward the M&V Services in accordance with this M&V Services Agreement, after giving Honeywell written notice of its intent to terminate. If, within forty five (45) days following receipt of such notice, Honeywell fails to cure such default, Customer may, by written notice to Honeywell, terminate this M&V Services Agreement. In the event this Agreement is terminated pursuant to this Section, the Guaranteed Savings for a Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy Costs and Operational Costs.

A.7.2 For Convenience. To the extent permitted by applicable law, each year at the anniversary of the commencement of the term of this M&V Services Agreement, Customer may terminate the M&V Services Agreement by giving Honeywell written notice at least forty five (45) days prior to the anniversary date. In the event Customer elects to terminate this M&V Services Agreement at any other time during the year, Customer shall be billed on a pro rata basis and Customer will not receive an M&V Report at the end of the year.

A.7.3 Customer's Premises are Destroyed. Customer may terminate this M&V Services Agreement in the event Customer's premises are destroyed. In the event of such termination under this Section, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for M&V Services performed to the date of termination. In the event this Agreement is terminated pursuant to this Section, the Guaranteed Savings for a Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy Costs and Operational Costs.

By Honeywell:

A.7.4 For Cause. Honeywell may terminate this Agreement for cause if Customer materially breaches this Agreement (including, but not limited to, Customer's failure to make payments as agreed herein or Customer's failure to provide Honeywell access to Customer site or Customer's data). If, within thirty (30) days following Honeywell's

notice of breach, Customer fails to make the payments then due, or otherwise fails to cure such breach, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work performed and for losses sustained, including but not limited to, reasonable overhead, profit and applicable damages. In the event of termination of this Agreement by Honeywell for cause, all liabilities associated with the Guarantee will be deemed satisfied and no M&V Services deliverables will be provided by Honeywell after the Agreement is terminated for any Guarantee Years.

A.7.5 Honeywell Equipment is Destroyed or Substantially Damaged. Either party may terminate this M&V Services Agreement in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. In the event of such termination under this Section, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for M&V Services performed to the date of termination. In the event this Agreement is terminated pursuant to this Section, the Guaranteed Savings for a Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy Costs and Operational Costs.

A.8 Appropriations and Essential Use

A.8.1 Customer reasonably believes that sufficient funds can be obtained to make all payments for the initial term, as described in the summary at the beginning of this M&V Services Agreement. Customer hereby covenants that it shall do all things lawfully within its power to obtain funds from which such payments may be made, including making provisions for such payments, to the extent necessary, in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Customer's intent to make the payments for the initial term if funds are legally available therefore and in that regard Customer represents that (a) the use of the M&V Services is essential to its proper, efficient and economic functioning or to the services that is provided to its citizens; (b) Customer has an immediate need for and expects to make immediate use of substantially all the M&V Services, which need is not temporary or expected to diminish in the foreseeable future; and (c) the M&V Services shall be used by Customer only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

A.8.2 In the event no funds or insufficient funds are appropriated and budgeted for the acquisition, retention or operation of the M&V Services under the M&V Services Agreement, then Customer shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Honeywell (and its assignee, if any) of such occurrence. The M&V Services Agreement shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Customer of any kind, except as to (i) the portions of the payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available, and (ii) Customer's other obligations and liabilities under the Agreement relating to, accruing or arising prior to such termination. In the event of such termination, Customer agrees to peaceably surrender to Honeywell (or its assignee, if any) possession of any equipment that is provided by Honeywell under the M&V Services Agreement, on the date of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Honeywell, all at Customer's expense. Honeywell (or its assignee, if any) may exercise all available legal and equitable rights and remedies in retaking possession of any equipment provided by Honeywell under this M&V Services Agreement.

A.8.3 Notwithstanding the foregoing, Customer agrees (a) that if the M&V Services Agreement is terminated in accordance with the preceding paragraph, Customer shall not contract with any other party for any services similar to or that take the place of the M&V Services provided under the M&V Services Agreement, and shall not permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Customer for the balance of the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (b) that it shall not, during the initial term, give priority in the application of funds to any other functionally similar equipment or services.

PART B. M&V SERVICES SCOPE DESCRIPTION

B.1 Guarantee Analysis Services

B.1.1 Scope – Honeywell will implement the guarantee analysis services outlined in Section B.1.3 (the “**M&V Services**”) for the following ECMs. The M&V Services are to be performed consistent with the terms of the guarantee set forth in Part C, and the Schedule of Guaranteed Savings and related provisions set forth in Part D, in each case of this Exhibit J. Certain defined terms are set forth in Part C.

List of Covered Facilities, Meters, Energy Conservation Measures (“ECMs”) by Service Offering:

(a)	(b)	(c)	(d)
Facility	LDC-Meter # / Utility Type	ECMs (list only ECMs associated with meter listed in Column (b))	Related M&V Services Subsection
Parks and Recreation Office	000020061025/electric 000000700604/natural gas	2.0 – Building Envelope, 3.0 – Controls Upgrades, 4.0 – Mechanical Upgrades	Option A
Aldrich Arena	000017083043 / electric 000000710401 / natural gas	5.0 – Solar PV Project	Option A
Oscar Johnson Arena	000017066353 / electric 000000434606 / natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades, 4.0 – Mechanical Upgrades	Option A
Shoreview Ice Arena	000017066651 / electric 000000846614 /natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades, 4.0 – Mechanical Upgrades	Option A
White Bear Lake Arena	000017066474 / electric 000020917263/ natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades, 4.0 – Mechanical Upgrades	Option A
TCO Sports Garden	000017035306 / electric 000010003987 / natural gas	5.0 – Solar PV Project	Option A
Highland Arena	000017082947 / electric 000010012165 / natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades	Option A
Phalen Arena	000017053926 / electric 0000100000850/natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades	Option A
Harding Arena	000017054023/electric 000020935746/natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades	Option A
West Side Arena	000017053914/electric 000000464854/natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades, 4.0 – Mechanical Upgrades	Option A
Pleasant Arena	000003627482 / electric 00000071146	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades	Option A

B.1.1.1 General Descriptions – The following are general descriptions of one or more approaches to providing guarantee analysis services. The specific details of the M&V Services relating to the Retrofit as set forth in this M&V Services Agreement take precedence over these descriptions.

Option A—Retrofit Isolation with Key Parameter Measurement

This option is based on a combination of measured and estimated factors when variations in factors are not expected. Measurements are spot or short-term and are taken at the component or system level, both in the baseline and post-installation cases. Measurements should include the key performance parameter(s) which define the energy use of the ECM. Estimated factors are supported by historical or manufacturer’s data. Savings are determined by means of engineering calculations of baseline and post-installation energy use based on measured and estimated values. Savings are calculated using direct measurements and estimated values, engineering calculations and/or component or system models often developed through regression analysis. Adjustments to models are not typically required.

Option B—Retrofit Isolation with All Parameter Measurement

This option is based on periodic or continuous measurements of energy use taken at the component or system level when variations in factors are expected. Energy or proxies of energy use are measured continuously. Periodic spot or short-term measurements may suffice when variations in factors are not expected. Savings are determined from analysis of baseline and reporting period energy use or proxies of energy use. Savings are calculated using direct measurements, engineering calculations, and/or component or system models often developed through regression analysis. Adjustments to models may be required.

Option C – Utility Data Analysis

This option is based on long-term, continuous, whole-building utility meter, facility level, or sub-meter energy (or water) data. Savings are determined from analysis of baseline and reporting period energy data. Typically, regression analysis is conducted to correlate with and adjust energy use to independent variables such as weather, but simple comparisons may also be used. Savings calculations use regression analysis of utility meter data to account for factors that drive energy use. Adjustments to models are typically required.

Option D—Calibrated Computer Simulation

Computer simulation software is used to model energy performance of a whole-facility (or sub-facility). Models must be calibrated with actual hourly or monthly billing data from the facility. Implementation of simulation modeling requires engineering expertise. Inputs to the model include facility characteristics; performance specifications of new and existing equipment or systems; engineering estimates, spot-, short-term, or long-term measurements of system components; and long-term whole-building utility meter data. After the model has been calibrated, savings are determined by comparing a simulation of the baseline with either a simulation of the performance period or actual utility data. Savings calculations are done based on computer simulation model (such as eQUEST) calibrated with whole-building or end-use metered data or both. Adjustments to models are required.

B.1.2 Coverage – The M&V Services includes all labor, travel, and expenses to perform the services and frequency described in Section B.1.3. In general, and subject to details of the M&V Plan, Honeywell will provide a single (1) reporting submission of the determination of the amount of Cost Avoidance for each Guarantee Year. Services not explicitly described in Section B.1.3, including Customer Guarantee Responsibilities, are not included.

B.1.3 M&V Plan: In general, the M&V Services:

- (a) are required to be performed for the entire Guarantee Term;
- (b) may employ one or more of Options A, B, C or D; and
- (c) include delivering a report on an annual basis, for either the entire Guarantee Term, or for a shorter M&V reporting term.

The details of the M&V Services are set forth in the M&V Plan, as described in detail in Exhibit J-6, which takes precedence over the general description in this Section B.1.3.

B.1.4 M&V Offerings – In coordination with Section B.1.1, HONEYWELL will perform the Measurement & Verification (M&V) offerings checked below:

B.1.4.1 Retrofit Isolation Energy Audit for Option A Verified ECMs – HONEYWELL will provide *Option A* energy guarantee auditing services as detailed in Exhibit J, and Exhibits to Exhibit J for specific Energy Conservation Measures (ECMs) identified in Exhibit J and/or Exhibits to Exhibit J as using *Option A* methodologies for Measurement and Verification. HONEYWELL will provide this one-time determination of the quantity of energy avoidance of the CUSTOMER'S facility for the First Guarantee Year only. Option A methods will be applied on an ECM specific basis (i.e., isolated to the retrofit) and Energy Cost Avoidance for a Guarantee Year will be quantified and summarized on an ECM basis. After the ECM's potential-to-save has been verified (Section B.1.3) HONEYWELL shall either stipulate the quantity of cost avoidance or determine the cost avoidance from engineering calculations and measurement of specific variables as described in Section D.1.1.1. Utility bill auditing (Option C) and reconciliation of Option A results to utility meter bill data is not included. The Option A retrofit isolation method was selected by the CUSTOMER to provide an economical reconciliation method and to minimize the interactive effects on the determination of cost avoidance due to changes to the site or facilities from the baseline conditions.

HONEYWELL will conduct walk-through observations of the ECMs noted under Work Coverage for this Section. It will be the responsibility of the CUSTOMER to investigate deficiencies beyond the contracted site visit frequency. It will be the responsibility of the CUSTOMER to correct the reported deficiencies.

The report will be limited to information that can be inferred from non-intrusive observations made during the allotted time for the walk-through observation and from the documents provided by the CUSTOMER to HONEYWELL. During the walk through, Honeywell will:

1. Verify through visual observation that each ECM is still installed.
2. Verify to the limits of visual observation that each ECM is still functional. Additional verification will be performed via service records provided.
3. Record current manual set points and manual settings. Collect BAS data for analysis and verification that the ECM is still operating to the intended specifications. Record changes in the operation, control sequences and control set points of the ECMs from original installed conditions.
4. Record observations about the current status of the building (i.e. occupancy, use), compare to CUSTOMER records, and compare against the contractual baseline and required post-retrofit operating conditions.
5. Record observed addition or deletion of site equipment, which may impact the ECMs or the building energy consumption and compare to CUSTOMER records.
6. Record observations regarding other changes on-site that may impact the ECM's or the building energy consumption.

HONEYWELL will provide a single (1) reporting submission of the determination of energy avoidance for the First Guarantee Year. The Energy Avoidance quantified in the First Guarantee Year will be stipulated as the annual Energy Avoidance for each Guarantee Year of the remaining contract term. Reporting of Cost Avoidance will occur each year of the term and the monetization of Cost Avoidance will be determined as described in Section D.1.1.1.

Work Coverage: Utility Meters listed in Section B.1.1 designated as Option A

Term Coverage: Year 1 Monitoring; Year 2 to End of Term stipulated based on Year 1 Results

Option A/B Audit Report section will be submitted: 1-Time Only Quarterly
 Semi-Annually Annually

B.1.4.2 Energy Advisory Report–Level 1 (No Travel/ No On-Site Services) – HONEYWELL will provide a report advisory and qualitative in its description based on material provided by the CUSTOMER to HONEYWELL as described below. The intent of the report is to describe deficiencies in the current operations in the buildings and their possible impact on the ECMs to the extent possible via CUSTOMER provided documents only. All travel and on-site services are excluded unless a Level-2 offering is included. It will be the responsibility of the CUSTOMER to investigate and correct the reported deficiencies. It will be the responsibility of the CUSTOMER to provide to the M&V specialist:

1. Verification that equipment installed to perform the ECMs has been properly maintained, including but not limited to provision of maintenance records.
2. Current status of the buildings (i.e., occupancy level and use, hours of operation, ownership, etc.).
3. Records of CUSTOMER initiated changes in equipment set points, start/stop conditions, usage patterns.
4. Records of CUSTOMER initiated changes in operation of mechanical systems, which may impact the ECMs.
5. Records regarding addition or deletion of equipment or building structure, which may impact the ECMs or the building energy consumption.
6. Copies of monthly utility bills and utility summary data on a *monthly* basis, and access to utility accounts through an authorization by the CUSTOMER to the Utility to allow the release of data to a Honeywell representative.

Work Coverage: Reserved

Term Coverage: Reserved

Advisory reports will be submitted: Quarterly Semi-Annually Annually.

B.1.4.3 Energy Advisory Report–Level 2 (With Travel & On-Site Services) – In addition to the Level 1 Energy Advisory Report offering, HONEYWELL will conduct walk-through observations of the ECMs noted under Work Coverage for this Section. It will be the responsibility of the CUSTOMER to investigate deficiencies beyond the contracted site visit frequency. It will be the responsibility of the CUSTOMER to correct the reported deficiencies.

The report will be limited to information that can be inferred from non-intrusive observations made during the allotted time for the walk-through observation and from the documents provided by the CUSTOMER to HONEYWELL per Level 1 Energy Advisory Report offering. During the walk through, Honeywell will:

1. Verify through visual observation that each ECM is still installed.
2. Verify to the limits of visual observation that each ECM is still functional. Additional verification will be performed via service records provided per Section B.1.4.2.
3. Record current manual set points and manual settings. Record changes in the operation, control sequences and control set points of the ECMs from original installed conditions.
4. Record observations about the current status of the building (i.e. occupancy, use), compare to CUSTOMER records, and compare against the contractual baseline and required post-retrofit operating conditions.
5. Record observed addition or deletion of site equipment, which may impact the ECMs or the building energy consumption and compare to CUSTOMER records.
6. Record observations regarding other changes on-site that may impact the ECMs or the building energy consumption.

Site walk-through observations will be conducted: Quarterly Semi-Annually Annually.

Site walk-through observations are limited to no more than: two (2) day(s) per year, and limited to one (1) day(s) per trip.

Work Coverage: Utility Meters listed in Section B.1.1 designated as Option A

Term Coverage: Year 1 Monitoring; Year 2 to End of Term – Stipulated based on Year 1 Results

B.1.4.4 Retrofit Isolation Energy Audit for Option B Verified ECMs – HONEYWELL will provide *Option B* energy guarantee auditing services as detailed in Exhibit J and Exhibits to Exhibit J for specific Energy Conservation Measures (ECMs) identified in Exhibit J and/or Exhibits to Exhibit J as using *Option B* methodologies for Measurement and Verification to quantify the derived Energy Cost Avoidance of the CUSTOMER's facility. Option B methods will be applied on an ECM specific basis (i.e., isolated to the retrofit) and Energy Cost Avoidance for a Guarantee Year will be quantified and summarized on an ECM basis. After the ECM's potential-to-save has been verified (Section B.1.3) HONEYWELL shall determine the cost avoidance from the engineering calculations in Exhibit J-4 and *on-going* measurements of specific variables defined below. Utility bill auditing (Option C) is not included and reconciliation of Option B results to utility meter bill data is not included. The Option B retrofit isolation method was selected by the CUSTOMER to provide an economical reconciliation method and to minimize the interactive effects on the determination of cost avoidance due to changes to the site or facilities from the baseline conditions. Reporting of Cost Avoidance will occur each year of the term and the monetization of Cost Avoidance will be determined as described in Section D.1.1.1.

HONEYWELL will conduct walk-through observations of the ECMs noted under Work Coverage for this Section. It will be the responsibility of the CUSTOMER to investigate deficiencies beyond the contracted site visit frequency. It will be the responsibility of the CUSTOMER to correct the reported deficiencies.

The report will be limited to information that can be inferred from non-intrusive observations made during the allotted time for the walk-through observation and from the documents provided by the CUSTOMER to HONEYWELL. During the walk through, Honeywell will:

1. Verify through visual observation that each ECM is still installed.
2. Verify to the limits of visual observation that each ECM is still functional. Additional verification will be performed via service records provided.
3. Record current manual set points and manual settings. Collect BAS data for analysis and verification that the ECM is still operating to the intended specifications. Record changes in the operation, control sequences and control set points of the ECMs from original installed conditions.
4. Record observations about the current status of the building (i.e. occupancy, use), compare to CUSTOMER records, and compare against the contractual baseline and required post-retrofit operating conditions.
5. Record observed addition or deletion of site equipment, which may impact the ECMs or the building energy consumption and compare to CUSTOMER records.
6. Record observations regarding other changes on-site that may impact the ECM's or the building energy consumption.

Work Coverage: Reserved

Term Coverage: Reserved

Option B Audit Report section will be submitted: Quarterly Semi-Annually Annually

PART C. GUARANTEE TERMS

C.1. Definitions

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

“Annual Scheduled Savings” means for any applicable Guarantee Year, the amount set forth in the Schedule of Guaranteed Savings in Section D.1.

“Baseline” or **“Base Year”** is the description that defines the Baseline Usage unit costs and facilities, systems, or equipment operations and characteristics, and environmental conditions that are to be used as the benchmark for determining Cost Avoidance. It may not always be one contiguous element of time and may be different from a 365-day annual period.

“Baseline Period” is the period of time (specified in Part D) coordinated with the Baseline Usage, including for the purpose of utility bill analysis, to allow the comparison of a Guarantee Year against a Baseline. The Baseline Period may not always be one contiguous element of time and may be different from a 365-day annual period. Baseline information from non-contiguous elements of time may be normalized and assigned to a specified Baseline Period.

“Baseline,” “Baseline Usage” or “Baseline Demand” is the calculated or measured Energy usage (demand) by a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate data, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

“Construction Period” is the time period between the start of the project installation and the date of Final Project Acceptance.

“Cost Avoidance” means the difference between the actual cost incurred during a selected time period versus what the cost *would have been* had the ECM not been implemented, including without limitation avoided, defrayed, or reallocated costs.

“Customer Guarantee Practices” are those practices identified herein, intended to achieve Cost Avoidance or necessary to the analysis thereof, as set forth in Section C.4.

“Energy” means utilities and may include electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and water and sewer usage, and secondary utilities such as district steam or compressed air as applicable.

“Energy Costs” means the cost of Energy.

“ECM” means an energy conservation measure, which is the installation of equipment or systems, or modification of equipment or systems as described in Exhibit A, for the purpose of avoiding utility (energy, water, etc.) consumption and demand and costs and/or non-utility (O&M, operational) costs.

“Excess Savings” means for any Guarantee Year, the amount, if any, by which the Cost Avoidance applicable to that Guarantee Year exceeds the Annual Scheduled Savings.

“Facilities” shall mean those buildings, or any other facility, location or infrastructure, where Savings will be realized.

“Financing Document” refers to that document, if any, executed between Customer and a third-party financing entity providing for payments from Customer to third-party financing entity.

“Final Project Acceptance” refers to date of Customer signature of the Final Project Acceptance Certificate (see Exhibit I) indicating Customer acceptance of the installation of all of the ECMs.

“First Guarantee Year” is defined as the period beginning on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed and ending on the day prior to the first (1st) anniversary thereof.

“Guarantee Period” is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year, also known as the **“Measurement and Verification Phase”**,

“Measurement and Verification Period”, “Performance Period”, or “Performance Phase”.

“Guarantee Year” is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Guarantee Term.

“Guaranteed Savings” is defined as the total scheduled amount of Cost Avoidance that Honeywell is guaranteeing, as set forth in Section D.1 of Part D.

“Guarantee Term” shall have the meaning as defined in Section C.2.1 hereof, also referred to as “Term.”

“M&V” means measurement and verification.

“M&V Systems and Equipment” as used in this Guarantee means the systems and equipment identified in Honeywell’s Scope of Work and M&V Services, including as set forth in Section C.4.1.

“Material Change” is defined as any change in the following which reasonably could be expected to increase or decrease Energy or Operational Costs at a Facility by a value more than five percent (5%) of the Annual Scheduled Savings per utility meter or submeter, as applicable:

- (1) manner of use of the Facility by Client;
- (2) hours of operation of any equipment, building or energy system contained in the Facility;
- (3) occupancy of the Facility;
- (4) structure of the Facility;
- (5) types of equipment used in the Facility; or
- (6) conditions affecting energy use in the Facility.

“Measurement and Verification Plan” or “M&V Plan” is defined as the plan providing details on how the Guaranteed Savings will be verified.

“Operational Costs” commonly referred to as O&M costs, shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain affected systems and equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

“Potential-to-Save” or “Potential-to-Perform” by an ECM is satisfied when a measure is properly installed and has the potential to generate predicted levels of Cost Avoidance. Verification of an ECM's "potential-to-save" is satisfied upon Customer's signing of a Certificate of Substantial Completion, as set forth in Exhibit I, or its equivalent.

“Retrofit” is the work provided by Honeywell as defined by the “ECMs.”

“Retrofit Costs” are the sum of (i) the price for the Work; (ii) interest and other direct fees for financing required to be made by Customer pursuant to the Financing Document; and (iii) the payments required to be made by Customer for the M&V Services.

“Retrofit Isolation Method”, “RIM”, “RIM Approach” or “Retrofit Isolation Method Approach” is an M&V approach that verifies the Guaranteed Savings using techniques that isolate the Energy use of the ECM and affected systems separate from the Energy use of the rest of the Facility. This method is used to mitigate the interactive Energy effects of changes made to the Facility outside of Honeywell's control.

“Savings” is another term for Cost Avoidance.

“Total Guarantee Year Savings” is defined as the summation of Cost Avoidance realized by Facilities in each Guarantee Year as a result of the Retrofit, and M&V Services provided by Honeywell, as well as Excess Savings, if any, carried forward from previous years.

C.2. Term and Termination

C.2.1 Guarantee Term. The Guarantee Term shall commence on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this Agreement, and shall terminate at the end of

the M&V Services Term (as defined at the beginning of this Exhibit J), unless terminated earlier as provided for in Part A of this M&V Services Agreement.

C.2.2 Guarantee Term Extension Option. Subject to Customer extending the M&V Services Agreement, for each year Customer elects to extend the M&V Services Agreement, per A.6.3, the Guarantee Term shall extend for an equivalent period. Such extension of the Guarantee Term shall be limited to being no longer than Year 20 and may not be extended without extension of the M&V Services Agreement. For each additional year of the Guarantee Term as referenced in Section D.1, the following escalations shall apply: An annual increase of 4% for the Energy Savings, and a 3% annual increase for Operational Savings; each such increase to be applied year-over-year with each annual extension of this Agreement.

C.3. Savings Guarantee

Guaranteed Savings Calculations Details

C.3.1 Guarantee of Savings. Honeywell guarantees to Customer that the identified Facilities will realize the total Guaranteed Savings through the combined value of all ECMs over the Guarantee Term, as defined herein.

C.3.1.1 Additional Savings Before Final Project Acceptance. All Cost Avoidance realized by Customer that result from activities undertaken by Honeywell prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed ECMs or M&V Services provided by Honeywell, will be applied toward the Guaranteed Savings for the First Guarantee Year.

C.3.1.2 Additional Savings After Final Project Acceptance. Additional Cost Avoidance, including any utility rebates or other incentives, that can be demonstrated, or earned, as a result of Honeywell's efforts that result in no additional costs to Customer beyond the costs identified in this Agreement will be included in the M&V Report (as defined in Section C.3.2 below) for the applicable Guarantee Year(s).

C.3.1.3 Satisfaction of Guarantee. The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Annual Scheduled Savings.

C.3.1.4 Excess Savings. Excess Savings shall be carried forward and applied to the next Guarantee Year(s). In the event Honeywell has paid Customer for a Guaranteed Savings shortfall in the immediately previous Guarantee Year, pursuant to Section C.3.1.5, then Excess Savings in current Guarantee Year shall be billed to Customer (but only up to any amounts previously paid by Honeywell for a shortfall) and Customer shall pay Honeywell within thirty (30) days after receipt of such bill, and any remaining Excess Savings shall be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.

C.3.1.5 Savings Shortfalls. In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Annual Scheduled Savings, after giving credit for any Excess Savings carried forward from previous Guarantee Years pursuant to Section C.3.1.4, Honeywell shall, upon receipt of written demand from Customer, compensate Customer the amount of any such shortfall, in such form as agreed to by the parties, limited by the total value of the Guaranteed Savings, within sixty (60) days. Resulting compensation shall be Honeywell's sole liability for any shortfall in the Guaranteed Savings. In case of a shortfall, Honeywell reserves the right, subject to Customer approval, which shall not be unreasonably withheld, to implement additional operational improvements or conservation measures, at no cost to Customer, that will generate additional savings in future years of the Guarantee Term, and Honeywell has the option of extending its M&V Services to verify successful performance.

C.3.1.6 Aggregation of Savings. The parties mutually agree that the Guaranteed Savings for this Agreement and the Guaranteed Savings for all previous active projects with guaranteed savings for this Customer shall be combined each year until the end of the original guarantee term for each project. Throughout the duration of the term for each specific phase the total savings will be utilized as an aggregate in satisfying the sum of the respective guarantees.

Guaranteed Savings Reconciliation Process

C.3.2 Guaranteed Savings Reconciliation Documentation. As part of the M&V Services, and as set forth in the M&V Plan, Honeywell will provide Customer with a Guaranteed Savings reconciliation report ("**M&V Report**") within ninety (90) days after receipt of the information Customer is to provide as part of the Customer Guarantee Practices that is reasonably necessary to the preparation of the M&V Report. Data and calculations utilized by Honeywell in the preparation of its M&V Report will be made available to Customer, along with such explanations and clarifications as Customer may reasonably request.

C.3.2.1 Acceptance of M&V Report. Customer will have forty-five (45) days to review the M&V Report and provide written notice to Honeywell of non-acceptance of the Guaranteed Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the M&V Report will deem it accepted by Customer.

C.3.2.2 Guaranteed Savings Reconciliation. Guaranteed Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described in this Exhibit J and the exhibits, using the M&V Services as defined herein, and/or additional methodologies defined by Honeywell that may be negotiated with Customer at any time. Upon contract execution, Customer agrees to and accepts the standard methods that Honeywell uses to conduct M&V Services, including, but not limited to, RIM and Option C Utility Data Analysis (see Part C for RIM and Option C definitions as further detailed in the Measurement and Verification Plan in this Exhibit J and the exhibits), as well as cost avoidance calculations, as inferred by, referenced by or included in the energy calculations developed by Honeywell and attached hereto as an Exhibit J-4 Engineered Cost Avoidance Calculations.

C.3.2.3 Base Year Adjustments. The Baseline shall be adjusted to reflect:

- (a) changes in occupied square footage;
- (b) changes in energy-consuming equipment, including any repairs or improvements made to the equipment as part of this Agreement;
- (c) changes in the Facilities;
- (d) changes in Customer Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes;
- (e) changes in weather between the Baseline Period and the Guarantee Year; and
- (f) documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting Energy usage measurement.

C.3.2.4 Other Potential Guarantee Adjustments. Honeywell's Guaranteed Savings obligations under this Agreement are contingent upon:

- (a) Customer following each of the Customer Guarantee Practices set forth herein;
- (b) no alterations or additions being made by Customer to any of the M&V Systems and Equipment without prior notice to and agreement by Honeywell;
- (c) The absence of any event Customer is to report under Section C.4.5; and
- (d) Honeywell's ability to render services not being impaired by circumstances beyond its control.

To the extent Customer defaults in or fails to perform fully any of its obligations under the Agreement, including without limitation any of the Customer Guarantee Practices, or the occurrence of any event Customer is to report under Section C.4.5, Honeywell may, in its sole discretion, adjust its Guaranteed Savings obligation or deem it met; provided, however, that no adjustment hereunder shall be effective unless Honeywell has first provided Customer with written notice of Customer's default(s) or failure(s) to perform and Customer has failed to cure its default(s) or failure(s) to perform within thirty (30) days after the date of such notice.

In addition, if for any reason any Facility and/or utility meter covered under this Agreement is materially unoccupied, closed, or discontinued, the Savings will be deemed realized for such Facility or meter, and the Guaranteed Savings will be adjusted accordingly. Honeywell will provide written notice of such adjustment to the Customer.

C.3.2.5 Adjustments for Material Changes. In the event of any increase or decrease in energy consumption and demand for any month resulting from a reported Material Change (see Section C.4.5.1) or unreported Material Change (see Section C.3.2.6), the amount of that increase shall be subtracted from, or that decrease shall be added to, the total energy consumption and demand for that month prior to the calculation of energy savings. If a reported or unreported Material Change affected energy consumption and demand in the same calendar month in the preceding year, the *next preceding* contract year where a Material Change has not occurred will be used to compute the value of the Material Change and the energy savings for the current month.

C.3.2.6 Unreported Material Changes. In the absence of any Material Change in the Facilities or in their operations reported by Customer under Section C.4.5.1 below, energy consumption and demand should not change from year to year. Therefore, if energy consumption and demand per utility meter or submeter for any month increases by five percent (5%) or more of the Annual Scheduled Savings per meter from the Energy consumption and demand for the same month of the *preceding* year, after adjustment for changes to climactic conditions, then such increase shall be deemed to have resulted from a Material Change, except where such increase is due to equipment malfunction, faulty repair or other acts of negligence by Honeywell.

C.3.2.7 Guarantee Based on Agreement Only. Customer's request for proposal or qualifications, Honeywell's proposal and any other documents submitted by Honeywell to the Customer prior to negotiation of this Agreement are expressly excluded from and are not a part of this Agreement. The parties agree that although the Honeywell proposal may have contained scope items, guaranteed savings and M&V options other than those stated in the Agreement, the final scope of work, Schedule of Guaranteed Savings, and M&V Plan were developed jointly by the parties through negotiation. The Customer has chosen to purchase the scope of work set forth in Exhibit A. The Customer accepts the Guaranteed Savings and agrees to the M&V Plan set forth herein.

C.4 Customer Guarantee Practices

C.4.1 Equipment Subject to these Provisions. M&V Systems and Equipment affecting the Guaranteed Savings include:

- (a) equipment provided as per Exhibit A – Scope of Work;
- (b) modifications made to existing equipment as outlined in Exhibit A – Scope of Work;
- (c) existing or new equipment not provided or modified under this Agreement, but materially affected by the work provided per Exhibit A – Scope of Work and consuming energy or water via utility meters covered by the Agreement.

C.4.2 Hours and Practices. To achieve the Savings, Honeywell and Customer agree upon the Guaranteed Period operating parameters described in Exhibit(s) J-1. The Customer agrees to operate, or cause to effect the operation of, the M&V Systems and Equipment in such manner that is in accordance with these Guaranteed Period operating parameters.

C.4.3 Customer Maintenance and Replacement Responsibilities. During the term of this M&V Services Agreement, for all equipment affecting the Guaranteed Savings, the Customer shall perform on-going maintenance and accomplish component replacement and equipment repairs in accordance with manufacturer's standards and practices and take all reasonable measures to insure the equipment is operating at full efficiency. Component replacement and equipment repairs must be accomplished in a timely fashion. Additionally, Customer shall insure such equipment is operated at all times in accordance with applicable manufacturer's specifications, Honeywell specifications, and the requirements contained herein. For all non-Honeywell maintenance actions, Customer shall document and make available to Honeywell maintenance dates and tasks accomplished, the start date and duration of all deficient equipment operation and the subsequent corrective action and/or repair dates. Customer shall replace any vandalized or any failed equipment or component no longer warranted by Honeywell or the manufacturer, with equipment or components of equal or greater efficiency value than installed by Honeywell, for the full Guarantee Term. Customer shall be responsible to investigate and correct any reported deficiencies not covered under this M&V Services Agreement.

C.4.4 Facility Operational Changes. Except in the case of emergencies, Customer agrees it will not, without the consent of an authorized representative of Honeywell:

- (a) make any significant deviations from the applicable Customer Guarantee Practices;
- (b) put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Customer Guarantee Practices; or
- (c) assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Customer Guarantee Practices.

C.4.5 Customer Reporting Responsibilities. Customer shall report to Honeywell in writing within fifteen (15) days of the following changes or events:

- (a) any additional energy source or change in existing energy source or supplier that the Customer may negotiate during the term of this Guarantee and/or,
- (b) any material change in system or equipment status, including replacement of, addition to, or modification of existing energy and/or water consuming systems or equipment and/or,
- (c) any long term temporary (equal to or greater than 10 days) or permanent changes in operating schedules and/or,
- (d) any material changes in the payment schedule, such as due to refinancing or variable interest rate and/or,
- (e) for any reason any Facility and/or utility meter covered under this Agreement is materially unoccupied, closed, or discontinued

Customer shall promptly notify Honeywell of any other activities known to Customer which could adversely impact the ability to realize the Guaranteed Savings.

C.4.5.1 Reported Material Changes. Customer shall deliver to Honeywell a written notice describing and explaining all actual or proposed Material Changes (as defined above in Section C.1) in a Facility or in the operations in a Facility and their anticipated effect on Energy or Operational Costs. Said notice must be delivered to Honeywell no less than seven (7) days before any actual or proposed Material Change occurs.

C.4.6 Customer Granted Access for Remote Diagnostics. Customer shall allow Honeywell to perform remote diagnostics on all equipment associated with the Guaranteed Savings for operational compliance with the manufacturer's specifications, and the requirements contained herein. Customer is responsible for implementation and costs for remote Honeywell access through Customer's firewall(s) to the controllers and front-end computer(s) for two (2) remote users designated by Honeywell using the following process:

- TCP/IP Remote Access: A dedicated static IP address, installation and on-going maintenance and subscription and licensing fees for remote access hardware and software including but not limited to VPN, RDP, station licenses dedicated to at least two remote users.

If remote access or data retrieval/push-send is interrupted or data received from the site is corrupted, at any time during the Guarantee Term, Honeywell reserves the right to suspend any reporting requirements and deem any savings from associated ECMs as achieved until remote access/data transfer has been restored.

C.4.7 Customer Provided Documentation. It will be the responsibility of the Customer to provide to an individual designated by Honeywell on a minimum monthly basis (unless noted otherwise):

- (a) Verification that equipment installed to perform the ECMs has been properly maintained, including but limited to provision of maintenance records.
- (b) Current status of the buildings (i.e., occupancy level and use, hours of operation, etc.).
- (c) Records of customer-initiated changes in equipment setpoints, start/stop conditions, usage patterns.
- (d) Records of customer-initiated changes in operation of mechanical systems, which may impact the ECMs.
- (e) Records regarding addition or deletion of equipment or building structure, which may impact the ECMs or the building energy consumption.
- (f) Copies of monthly utility bills and utility summary data on a *monthly* basis, and fuel storage tank levels, including without limitation fuel oil and biomass levels, in each case within two (2) weeks following the Customer's receipt thereof, and access to utility accounts through an authorization by the Customer to the Utility to allow the release of data to a Honeywell representative, together with access to relevant records relating to such utility costs.
- (g) Access to any maintenance records, drawings, control system trend data, or other data reasonably deemed necessary by Honeywell to perform the M&V Services.

C.4.8 Customer Governmental Unit Reporting Responsibilities. Customer is solely responsible for reports to be submitted to the Department of Commerce, Public Utilities/Services Commission, or any other governmental agency or governmental unit.

C.4.9 Customer Rebate and Ratchet Reset Responsibilities. It is understood that all energy rebates and/or refunds are the result of an agreement between Customer and the utility company and Honeywell assumes no responsibility for obtaining said rebates and/or refunds. It is understood that said rebates and/or refunds are not included in the Guaranteed Savings. The Customer is responsible for procuring a ratchet reset from the local utility company, as applicable.

PART D. SCHEDULE OF GUARANTEED SAVINGS

D.1. Schedule of Guaranteed Savings

The Guaranteed Savings over the Guaranteed Term is equal to or greater than \$736,573 which is the Total Energy and Operational Savings over the Guaranteed Term. The Guaranteed Savings and the Annual Scheduled Savings are set forth in the table below (such table, the “**Schedule of Guaranteed Savings**”):

YEAR	Energy Savings	Operational Savings*	Capital Cost Avoidance Savings*	Total Savings
1	\$174,084	\$62,491	\$14,175	\$250,750
2	\$181,047	\$64,366	\$14,175	\$259,588
3	\$188,289	\$66,297	\$14,175	\$268,761
TOTALS	\$543,420	\$193,153	\$42,525	\$779,098

YEAR	Energy Savings	Operational Savings	Total Savings
1	\$174,084	\$62,491	\$236,575
2	\$181,047	\$64,366	\$245,413
3	\$188,289	\$66,297	\$254,586
TOTALS	\$543,420	\$193,153	\$736,573

*Note: Operational Savings are stipulated and deemed satisfied at Contract signature.

Provided however, that, notwithstanding the above, in no event shall the Guaranteed Savings exceed the total Retrofit Costs over the Guaranteed Term. For sake of clarity, actual or pro forma budget neutral or positive cash flows are not guaranteed.

D.1.2 Schedule of Guaranteed Savings – Extension Upon written notice to Honeywell, such notice to be provided no less than thirty (30) days before the end of Year 3 and each subsequent applicable year, Customer may extend the M&V Service Agreement for an additional year. Any such extension by the Customer shall extend the Guarantee 4% per year for the unit cost of electric utilities, 4% per year for gas utilities, and 3% per year for operational savings above the applicable prior year’s Guarantee (first extension to be applied to Year 3, and then applied year-over-year for each subsequent extension). Customer may not extend the M&V Services Agreement beyond Year 20. As such, the Schedule of Guaranteed Savings will follow the schedule listed below for each year that the Customer extends the M&V Service Agreement:

YEAR	Energy Savings	Operational Savings	Total Savings
4	\$195,821	\$68,949	\$264,769
5	\$203,653	\$71,017	\$274,671
6	\$211,800	\$73,148	\$284,947
7	\$220,271	\$75,342	\$295,614
8	\$229,082	\$77,603	\$306,685
9	\$238,246	\$79,931	\$318,176
10	\$247,775	\$82,329	\$330,104
11	\$257,686	\$84,798	\$342,485
12	\$267,994	\$87,342	\$355,336

13	\$278,714	\$89,963	\$368,676
14	\$289,862	\$92,662	\$382,524
15	\$301,457	\$95,441	\$396,898
16	\$313,515	\$98,305	\$411,820
17	\$326,056	\$101,254	\$427,309
18	\$339,098	\$104,291	\$443,389
19	\$352,662	\$107,420	\$460,082
20	\$366,768	\$110,643	\$477,411

*Note: Operational Savings are stipulated and deemed satisfied at Contract signature.

D.1.3 Energy Savings. The first year amount of Savings for Energy Costs is the sum of the below listed ECMs. Actual Savings may be lower than as set forth in the Schedule of Guaranteed Savings because of an absolute increase in Energy use due to the implementation of measures to increase environmental comfort as directed by the Customer, and other baseline adjustments (see Section D.2). The Guaranteed Savings are less than the projected Savings, represented in Exhibit J-4. Cost Avoidance is based on the Customer Guarantee Practices set forth in Section C.4.

[a] Att. A: Exhibit A – Scope of Work.

ECM Description	Electric Year 1	Non-Electric Year 1	Water Year 1	Total Year 1
Lighting Upgrades	\$36,655	\$0	\$0	\$36,655
Building Envelope Upgrades	\$0	\$7,895	\$0	\$7,895
Controls Upgrades	\$559	\$4,098	\$0	\$4,656
Mechanical Upgrades	\$10,194	\$2,845	\$0	\$13,039
Solar PV Project	\$111,838	\$0	\$0	\$111,838
TOTALS (Excludes Vent Adj)	\$159,246	\$14,838	\$0	\$174,084

Customer agrees that the baseline for the unit cost of Energy will be adjusted each year of the Guarantee Term. This annually adjusted value of Energy unit cost is stipulated as the new baseline in each succeeding year. Customer agrees that Baseline adjustment is stipulated to be an escalation of 4% per year for the unit cost of electric utilities, 4% per year for gas utilities, and 3% per year for operational savings used in the determination of Cost Avoidance each year.

D.1.3.1 Calculating Cost Avoidance

- (a) Customer agrees that the baseline for the unit cost of Utilities will be adjusted each year of the Guarantee Term to reflect a stipulated escalation rates as laid out in Section D.1.1. This annually adjusted value of Energy unit cost is stipulated as the new baseline in each succeeding year and may be used in the determination of Cost Avoidance each year in accordance with Section D.1.1.1(b).
- (b) The calculation of Cost Avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate plus escalation (represented in Exhibit J-3 Contractual Baseline Conditions, Utility Use, Utility Unit Costs), whichever produces the highest Cost Avoidance and/or as defined below:
 - (i) The Guarantee Year current rate for Option A will be the annual average determined from 12 months of utility billing data in that Guarantee Year. Customer will provide the utility data per Section C.4.7 and if such data is not provided, the baseline utility rate plus annual escalation (see paragraph D.1.1.1 (a)) shall be used.
 - (ii) Option A analysis for all ECMs will use \$/kW and unblended \$/kWh for electric to monetize demand and energy savings. For buildings with thermal savings for ECM 1 Lighting (Heating Penalty) only, cost avoidance will be calculated using the baseline rate in Exhibit J-3 Contractual Baseline Conditions, Utility Use, Utility Unit Costs, escalated as indicated in Section D.1.1.
 - (iii) Option C analysis utilizes Metrix™, an independent 3rd party industry-standard utility accounting and normalization software platform. The energy and cost avoidance for Option C analysis using Metrix or

otherwise is determined on a monthly basis. Energy Avoidance is monetized by comparing the blended unit cost from each month's utility bill with the baseline contractual rate, escalated per Section D.1.1.1 (a), to determine the rate to use for calculation of monthly cost avoidance per Section D.1.1.1 (b).

- (c) Fuel Conversion: is essentially a rate change measure, typically, intending to use a new energy type for a defined load. Since the new energy type (i.e., meter or tank, etc.) and its corresponding actual unit rate do not exist at the time of contract execution, the baseline rate for each fuel conversion ECM will be defined as presented in Baseline Rates, Exhibit J-3 Contractual Baseline Conditions, Utility Use, Utility Unit Costs. The new rate defined in Exhibit J-3 Escalated Future Baseline Rate for each Year of Term will be considered the Baseline rate as per Section D.1.1.1 (a).
- (d) Cost Avoidance may also include, but is not limited to, savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of Honeywell involvement. In case the Customer does not procure any ratchet reset, rate change or other utility tariff charge reduction, or in the event that such ratchet, rate or tariff changes before the Guarantee Period ends, Cost Avoidance nonetheless will be calculated as if the ratchet, rate or tariff has been reset at the end of the installation of demand-reducing ECMs, or continues, as applicable.
- (e) In the event, the current Guarantee Year utility tariff is significantly changed in structure from that which existed during the Baseline Period, including, but not limited to, the addition or deletion of measured or billed demand structures, Time of Use, Seasonal or Block & Tail billing structures, the Customer will not unreasonably withhold acceptance to abandon the new tariff (i.e., Current Rate) and will only use the baseline plus escalator as described in Section D.1.1.1 (a).
- (f) The constants and/or stipulated values defined in the Exhibits, or as defined herein, are mutually agreed to by the Customer to be reasonable and may be used in the determination of Cost Avoidance.

D.1.3.2 Acceptance of Measurement & Verification Methods

Upon contract execution, Customer accepts the standard methods that Honeywell uses to conduct Retrofit Isolation Method (RIM) and Option C Measurement & Verification (M&V), as well as cost avoidance calculations, as described herein and inferred by or included in the energy calculations and regression models attached hereto. Customer has the right and may hire a consultant to review the calculations and comment before the contract is signed and the price accepted. Any future use of a consultant to review M&V methods and work product is at Customer's discretion and expense. Customer agrees that any such consultant's review shall be limited to the M&V methods as selected by the Customer prior to contract execution and as detailed and defined in this Agreement.

D.1.4 Operational Cost Savings. The first-year amount of Savings for Operational Costs is the sum of the below listed ECMs. The Savings are based on the Customer Guarantee Practices set forth in Section C.4. The Operational Costs Savings described below and identified in Section D.1 are deemed satisfied upon execution of the Part 2 Agreement. The Customer acknowledges and agrees that, if it did not enter into this Agreement, it would have to take future steps to achieve the same ends as does the Work included in Exhibit A, and that, in doing so, it would incur Operational Costs of at least the amount per year over the Guarantee Term as presented below and in the Schedule of Guaranteed Savings. The Customer agrees that, by entering into this Agreement, it will avoid future Operational Costs in at least these amounts.

Further, the Customer acknowledges that Operational Costs Savings categorized as capital cost avoidance are part of, or are causally connected to the Work specified in Exhibit A (i.e., the ECMs being implemented), and are documented by industry standard engineering methodologies acceptable to the Customer.

Customer agrees that the Baseline for the unit cost of Operational Costs will be adjusted each year of the Guarantee Term. This annually adjusted value of operational unit costs is stipulated as the new baseline in each succeeding year. Customer agrees that the Baseline adjustment is stipulated to be an escalation of 3% per year for Operational Costs used in the determination of Operational Costs Savings each year.

The Operational Costs Savings were identified, reviewed, and agreed to by a team of Customer’s representatives led by Mark McGabe - Department Director of Ramsey County Parks and Recreation.

Operational Savings Description (OSD)	Cost Avoidance Category (O&M, Capital)	1st Year Cost Avoidance
Lighting Upgrades	O&M	\$4,000
Solar PV Project	O&M	\$58,491
Totals		\$62,491

[a] O&M: operations and maintenance.

D.2 Baseline Operations and Adjustments

D.2.1 “Baseline Operating Parameters” are the Facility(ies) and system(s) operations measured and/or observed before commencement of the Work. Baseline Operating Parameters are stipulated in, and incorporated herein, as Exhibit J-1. See Energy Savings Calculations, attached hereto and incorporated herein as Exhibit J-4 for further information regarding stipulated Baseline Operating Parameters.

The data summarized will be used in the calculation of the Baseline energy consumption and/or demand and for calculating Baseline adjustments for changes in Facility operation that occur during the Guarantee Term. Honeywell and Customer agree that the Baseline Operating Parameters specified in this Section are representative of equipment operating characteristics during the Baseline Period specified in this Agreement. The following data was collected with the assistance Mark McGabe - Department Director of Ramsey County Parks and Recreation.

The Baseline Period is defined as 01/2023 to 12/2023.

The Baseline consists of the Baseline conditions and Baseline Operating Parameters collected from the Baseline Period and modified by Baseline adjustments, as necessary, as defined herein and by the Exhibits.

D.2.2 Pre-Retrofit Baseline Adjustments: The following describes the adjustments that have been made during the determination of the Baseline, prior to the determination of the projected Cost Avoidance and the Guaranteed Savings. The adjustments are due to those projects included in Exhibit A, or other known events, which increase Energy use prior to the application of the ECMs.

D.2.3 Post-Retrofit Baseline Adjustments: The following describes known future events, events not captured in pre-retrofit Baseline adjustments in Section D.2.2, which generally increase Energy use compared to the Baseline Period. This Energy use is added to the Baseline to determine an adjusted Baseline against which the Energy Costs Savings will be determined. Energy increases are variable and dependent on the actual use of equipment.

D.3 Guarantee Term Operations

D.3.1 “Guarantee Term Operating Parameters” are the Facility(ies) and system(s) operations as measured and/or observed after completion of Work. The data summarized will be used in the calculation of the post-retrofit Energy consumption and/or demand. Honeywell and Customer agree that the Guarantee Term Operating Parameters specified in this Section are representative of equipment operating characteristics during the Guarantee Term specified in this Agreement. And, further, that they are agreed to be reasonable and may be used in the calculation of the Cost Avoidance, as if the site is actually operating per the Guarantee Term Operating Parameters outlined in this Section.

Guarantee Term Operating Parameters are stipulated in <Guarantee Period Operating Parameters> attached hereto and incorporated herein as Exhibit J-2.

D.3.2 Operational Cost Avoidance: The following parameters, methodologies, and/or calculations were used in determining the Operational Costs and/or Cost Avoidance due to the Retrofit and M&V Services implementation and are agreed to be reasonable and may be used in the calculation of Savings.

Operational Costs Savings methodology and/or calculation details are attached hereto and are incorporated herein as the exhibits outlined in the following table.

Operational Savings Description	Cost Avoidance Methodology	Exhibit
1. Lighting	Maintenance reliability reduced failure rate	J-7
2. Solar Production Credit	Tariff Calculation per Engineering Calculation	J-7
The operational savings measures and which budget line items or invoice categories that are affected, are cross-referenced in each Operational Costs Savings Detail in the Exhibits.		

[a] O&M: operations and maintenance.

D.4 Other Energy and Operational Savings Measures

The following measures *were* not included in the Guaranteed Savings but may be used during the Guarantee Term in the determination of realized Cost Avoidance, or , calculation of performance versus the Guaranteed Savings, or to show value-add to the Customer:

Description of Exhibit A Tasks not included in Sections D.1.1 or D.1.2 above		
ECM Rebate	Rebate Amount	Total Rebates
Lighting Rebate	\$48,450	\$48,450
VFD Rebates	\$5,000	\$5,000
Xcel Energy Custom Rebate	TBD	TBD
Total Rebates		\$53,450

Honeywell will apply for these rebates on behalf of Customer.

PART E. CARBON AND ENERGY MANAGER (CEM) SOFTWARE TERMS

1 The Offerings and Fees

All fees are quoted in USD and are exclusive of any applicable taxes, commissions, import duties or other similar taxes or fees. The offerings comprise the components set out below (the “Offering(s)”).

1.1 Software as a Service

1.1.1 SaaS Offering, Use Rights and Pricing

SKU	SaaS Offering name	Site	Use Rights and Usage Metrics	SaaS Term Start Date	SaaS Subscription Term (the “SaaS Term”)	Fee Basis /Quantity	Total Fee	Annual Fee
SBT-CEM-ADV	CEM CONTROL FOR 28 METERS	Meters as outlined in Exhibit A of this contract		Once deployment is complete	12 months	\$8,950	\$ 8,950	\$8,950
	DEPLOYMENT - CEM CONTROL ENGG, SOLUTION SUPPORT & CLOUD CONNECTOR INSTALLATION					Included in installation price	Included in installation price	

* Unless the Customer provides prior written notice to Honeywell 30 days before the end of an initial “SaaS Term” or any renewal period, the subscription term shall auto-renew for successive periods of 12 months.

1.2 Total Fees

Year	Annual SAAS Fee
1	\$8,950
2	\$9,219
3	\$9,495

1.3 Sites

The customer locations agreed for deployment of the Offering may be on a per site basis (a “Site”). Customer will ensure Site access, availability, and readiness for the Parties to meet all the dates provided in this Order Form.

Site name	Site Designation
Ramsey County	11 Sites as listed in Exhibit A.

Access and use of CEM is governed by the following terms and conditions:

SAAS TERMS

- SaaS.** These SaaS terms (the “SaaS Terms”) set out the terms and conditions applicable to the software-as-a-service, online or cloud-based service or feature made available by Honeywell (“SaaS”) as identified in the Order Form and form part of the Agreement. The SaaS Terms take precedence over other Agreement terms in relation to the SaaS. SaaS is an Offering under this Agreement.

2. Use Rights. Subject to Buyer's compliance with the terms and conditions of this Agreement, Honeywell: (a) will provide Buyer access to the SaaS via means authorized and provided by Honeywell (which may include online portals or interfaces such as https, VPN or API); and (b) hereby grants not Buyer a limited, non-transferable, non-exclusive, revocable non-sublicensable right and license to: (i) access and use the SaaS through such means; (ii) download, install, update or allow Honeywell to update (when applicable), and use software Honeywell provides solely in support of Buyer usage of the SaaS; and (iii) use Documentation for the SaaS as reasonably required in connection with the SaaS, in each case solely for Buyer's internal business purposes (collectively, "**SaaS Use Rights**"). SaaS Use Rights continue for the period stated in the applicable Order Form, or if no duration is stated, for 12 months from the Effective Date. Order Forms may list metrics, including user number, data volume, sensors or other means to measure usage or fees ("**SaaS Usage Metrics**"). SaaS Use Rights are subject to SaaS Usage Metrics and any other restrictions in this Agreement. If Buyer exceeds SaaS Usage Metrics, Honeywell may suspend Buyer's access until Buyer pays all required Fees. Buyer, its employees and any party accessing the SaaS on Buyer's behalf ("**Users**") may exercise SaaS Use Rights if Buyer binds them to the terms of this Agreement. Buyer is responsible, and Honeywell has no liability, for Users compliance with this Agreement, and for any breach, act, or omission by them. Buyer may not resell SaaS Use Rights or permit third parties (except Affiliates or service providers) to be Users and may not make copies of the SaaS (except for back up), in each case except as agreed by Honeywell in writing.

3. Accounts. Buyer may be required to download an app, or visit a website, through which Buyer accesses the SaaS and sets up accounts including issuance or authentication credentials. In operating Buyer's account Buyer and Users must: (a) maintain strict confidentiality of user names, passwords or other credentials; (b) assign accounts to unique individuals and not allow others to use Buyer's credentials or access Buyer's account, including sharing among multiple Users; (c) immediately notify Honeywell of any unauthorized use or breach of security or security incident related to Buyer's account; (d) submit only complete and accurate information; (e) maintain and promptly update information if it changes; and (f) manage User access. Honeywell may use rights management features (e.g. lockout) to prevent unauthorized use.

4. Acceptable Use. Buyer will not (and will not authorize, encourage or cooperate with any third party to): (a) reverse engineer, modify, adapt, make machine code human readable or creating derivative works or improvements of the SaaS; (b) circumvent or interfere with the technical protections, security or operation (including disrupting, interacting in an unauthorized manner, probing, scanning or testing the vulnerability of security measures or misrepresenting transmission sources) of the SaaS; (c) perform competitive analysis (including benchmark testing) or create, train or improve a substantially similar product or service to the SaaS; (d) access or use of the SaaS in a manner that infringes another's intellectual property rights; (e) employ the SaaS in hazardous environments or inherently dangerous applications, including any product, part, service or other application that could result in death personal injury requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; (f) employ the SaaS (or as a substitute for) a third-party monitored emergency notification system; (g) access or use the SaaS in a manner that would reasonably be expected to cause liability or harm to Honeywell or Honeywell's customers; (h) employ the SaaS for critical control of environments, emergency situations, life safety or critical purposes; (i) upload to or use with the SaaS any technical data or software controlled under the International Traffic in Arms Regulations (ITAR) or other Export/Import Control Laws; (j) train any machine learning or artificial intelligence algorithm, software or system using the SaaS, any Know-how or Buyer Specific Data; (k) sublicense, distribute or otherwise make available any portion of the SaaS (including any functionality of the SaaS) to a third party; (l) use or provide Know-how or Buyer Specific Data (directly or indirectly) in relation to development of any offering that may compete with the SaaS or any offerings of Honeywell or its Affiliates. Any violation of the restrictions in this Section constitute a material breach of this Agreement.

5. Set Up, Support. Initial set up and configuration are provided if stated in the Order Form. Honeywell will manage, maintain and support the SaaS ("**SaaS Support**") in accordance with the policies specified in the Order Form or, if none are specified, Honeywell will use commercially reasonable efforts to maintain the SaaS, repair reproducible defects and make the SaaS available subject to scheduled downtime, routine and emergency maintenance. Except as expressly set out in this Agreement, Buyer is responsible for the connectivity required to use the SaaS and for maintaining the equipment and infrastructure that connects to the SaaS. Set up and SaaS Support excludes device or Third-Party App set up unless stated in the Order Form. Honeywell is not responsible or liable for issues, problems, latency, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of Honeywell's control; (ii) cyberattack; (iii) public internet and communications networks; (iv) data, software, hardware, services, virtual machines, telecommunications, infrastructure or other equipment not provided by Honeywell, or acts or omissions of third parties Buyer retains; (v) Buyer and Buyer Users' negligence or failure to use the latest version or follow Documentation; (vi) modifications or alterations not made by Honeywell; (vii) loss or corruption of data; (viii) unauthorized access via Buyer's credentials; (ix) Buyer's failure to use commercially reasonable administrative, physical and technical safeguards to protect Buyer systems or data or follow industry-standard security practices; or (x) acts or omissions of Buyer, Users or other third parties Buyer retains, in breach of this Agreement. Honeywell reserves the right to modify the SaaS if such modification does not materially diminish the functionality of the SaaS. Honeywell may monitor Buyer's usage of the SaaS.

6. Suspension, Termination. Buyer may terminate its SaaS Use Rights upon 30-days' prior written notice to Honeywell. Upon termination or cancellation by Buyer, Buyer shall (a) receive a pro-rated refund of any pre-paid fees for its SaaS Use Rights equal to \$750 for each month remaining on the term of the SaaS Use Rights, and (b) if requested, return or destroy all Confidential Information relating to the SaaS and certify the same in writing; except for automatically generated backup copies, anonymized data or if maintained for legal purposes. The Parties understand and agree Buyer's termination right to the SaaS Use Rights shall apply to SaaS only and does not impact any other part of this Agreement. Honeywell may without

liability immediately suspend Buyer's SaaS Use Rights without notice if Honeywell determines that Buyer or Users are or may be in violation this Agreement, pose a security threat or Buyer's use of the SaaS is likely to cause immediate and ongoing harm to Honeywell or others. During suspension, Buyer and Users will not have access to the SaaS and may be unable to access Input Data or Buyer Specific Data. Upon termination or expiry Buyer's SaaS Use Rights will expire and Buyer must cease use of the SaaS and delete all copies of SaaS documentation and credentials. Buyer will remain responsible for all Fees Buyer has accrued. Within a reasonable period of time after receipt of Buyer's request made within 30 days after the effective date of expiry or termination, Honeywell will, to the extent technically practical and available as a generally available feature of the SaaS, provide a file of Buyer's Input Data and Buyer Specific Data in a commonly used format. Honeywell will have no other obligation to maintain or provide to Buyer Input Data or Buyer Specific Data and may thereafter, unless legally prohibited, delete all Buyer's Input Data and Buyer Specific Data in Honeywell's possession or control.

7. Buyer Specific Data. Unless agreed otherwise in writing by Honeywell or its Affiliates and Buyer or its Affiliates, Buyer owns and reserves all right, title and interest, including all intellectual property rights, in output data generated by the SaaS that identifies the Buyer or its Users ("**Buyer Specific Data**"). Buyer hereby grants to Honeywell a non-exclusive, transferable, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), royalty-free and fully paid-up right and license to use to use the Buyer-Specific Data to develop, operate, improve and support Honeywell's products, services and offerings. Honeywell may use Buyer-Specific Data for any other purpose provided it is in an anonymized form that does not identify Buyer or any data subjects. Buyer Specific Data is Buyer's Confidential Information (except if anonymized).

8. Know-how. Honeywell and its Affiliates and licensors own and reserve all right, title and interest, including all intellectual property rights: (i) in and to the SaaS and all derivative works, modifications and improvements of the SaaS; and (ii) in and to know-how and information (excluding Input Data and Buyer Specific Data) that is developed by Honeywell or its Affiliates by analyzing Input Data or Buyer Specific Data or generated via, or derived from, providing or supporting the SaaS ("**Know-how**"). The operation of the SaaS and Know-how is Honeywell's Confidential Information. Subject to Buyer's compliance with the terms and conditions of this Agreement (including acceptable use), Honeywell hereby grants to Buyer a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to use Know-how solely for its internal business purposes in connection with exercise of SaaS Use Rights.

9. Security. Security is governed by policies in the Order Form or if none are specified Honeywell will use commercially reasonable administrative, physical and technical safeguards designed to protect Personal Data, Input Data and Buyer Specific Data and follow industry-standard security practices, as set out in the Security Practices at <https://hwll.co/securitypractices>. Buyer is solely responsible for costs or liability incurred due to unauthorized use or access through Buyer's or Users account credentials or systems and for security of on-premises software and hardware.

10. Third-Party Apps. The SaaS may contain features designed to interoperate with applications, software or platforms provided by Buyer or a third party ("**Third-Party Apps**"). Buyer's use of a Third-Party App is subject to a separate agreement between Buyer and the relevant third party. Buyer grants Honeywell all rights necessary for Honeywell to facilitate interoperation between such Third party Apps and the SaaS. Honeywell does not warrant or support Third-Party Apps and cannot guarantee their continued security, availability or performance. Buyer's use of a Third-Party App may enable transfer of Input Data, Buyer Specific Data or Personal Data outside of the SaaS and Buyer is solely responsible any liability or loss relating to such transfer.

11. Limitation. LIABILITY FOR BREACH OF SECTION 2 (USE RIGHTS) OR 4 (ACCEPTABLE USE) ARE NOT SUBJECT TO THE LIMITATION ON LIABILITY SET OUT IN SECTION 11.6 OF THE PART 2 AGREEMENT.

12. Disaster Recovery, Back up. Honeywell maintains disaster recovery and business continuity plans to manage material loss or failure in the facilities, equipment or technologies used to provide the SaaS ("**Disaster Failure**"). Unless agreed otherwise in writing, Honeywell does not offer account recovery of data separately from that of any other customer and Honeywell is not responsible if backups fail, are incomplete, or could not be performed or Input Data or Buyer Specific Data is lost or damaged. In the event of Disaster Failure Honeywell will use commercially reasonable efforts to restore to the most recently available backup. Honeywell's obligations set out in this section are Honeywell's sole obligations, and Buyer's sole and exclusive remedy, for Disaster Failure.

Honeywell International Inc., through its Honeywell Building Solutions strategic business unit (“Honeywell”), will provide, or cause to be provided, to Customer the services (the “M&V Services”) set forth in the attached work scope documents in Part B of this Exhibit J (“M&V Services Scope”) with respect to the Service Location(s) in accordance with the M&V Services Scope, and the terms and conditions set forth in Part A of this Exhibit J, which together with the guarantee terms and Schedule of Guaranteed Savings set forth in Part C and Part D, respectively, of this Exhibit J, and Part E of this Exhibit J (“Honeywell Forge for Buildings Performance”) constitute this Services Agreement. This Services Agreement is entered into as Exhibit J to, and by execution of, the accompanying Honeywell Agreement between Honeywell and Customer (the “Main Agreement”). Together, the Main Agreement and M&V Services Agreements are the “Agreement.”

Part A –M&V Services Terms & Conditions
Part B –M&V Services Scope Description
Part C – Guarantee Terms
Part D – Schedule of Guaranteed Savings
Part E – Carbon and Energy Manager (CEM) Software Terms
Exhibits - The following Exhibits are attached hereto and are made a part of the Agreements:
Exhibit J-1 Baseline Operating Parameters
Exhibit J-2 Guarantee Period Operating Parameters
Exhibit J-3 Baseline Conditions, Utility Use, Utility Unit Costs
Exhibit J-4 Engineered Cost Avoidance Calculations
Exhibit J-5 M&V Options by Building & ECM
Exhibit J-6 M&V Plan Summary
Exhibit J-7 Operations Cost Avoidance Methodology

PART A. STANDARD TERMS AND CONDITIONS FOR M&V SERVICES

The following terms and conditions, in Sections A.1 to A.8, apply to all M&V Services.

A.1 Reserved

A.2 Working Hours

A.2.1 Unless otherwise stated, all M&V Services will be performed during the hours of 8:00am - 4:30pm local time Monday through Friday, excluding federal or state holidays. If for any reason Customer requests Honeywell to perform M&V Services outside such hours, any overtime or additional expenses incurred by Honeywell will be billed to and paid by Customer.

A.3 Proprietary Information

A.3.1 Customer agrees that Honeywell may use non-proprietary information pertaining to the Agreements, and the work or services performed under the Agreements, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Customer approves such document or statement in writing beforehand. Honeywell may, during and after the term of the Agreements, compile and use, and disseminate in anonymous and aggregated form, all data and information related to building optimization and energy usage obtained in connection with the Agreements. The rights and obligations in this Section A.3 shall survive termination or expiration of the Agreements. The electronic platform, code and arrangement upon which the legible Energy Savings Calculations are published is “Proprietary.”

A.4 Limitation of Liability

A.4.1 **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS M&V SERVICES AGREEMENT WILL IN NO CASE EXCEED THE ANNUAL M&V SERVICES AGREEMENT PRICE; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO THE SPECIFIC SAVINGS GUARANTEE OBLIGATIONS OF HONEYWELL SET FORTH IN THIS EXHIBIT J.**

A.5 Coverage of M&V Services

A.5.1 Customer agrees to provide Honeywell access to all equipment and software necessary to Honeywell’s performance of the M&V Services. Honeywell will be free to start and stop all equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer’s representative.

A.5.2 Honeywell has no obligation to repair or replace parts of any systems, including, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts pursuant to this M&V Services Agreement. Costs to repair or replace such parts will be the sole responsibility of Customer.

A.5.3 Honeywell will not load software, or make repairs or replacements necessitated by reason of negligence or misuse of any equipment, or necessitated by lightning, electrical storm, or other violent weather or by any other cause pursuant to this M&V Services Agreement. Honeywell may provide such services at Customer’s request and at an additional charge.

A.5.4 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed chlorofluorocarbon (CFC) based refrigerants not expressly required to be provided by Honeywell under this M&V Services Agreement. Customer is solely responsible for the cost of material and labor relating to any such refrigerant.

A.5.5 Honeywell is not obligated to provide replacement software, equipment, components and/or parts pursuant to this M&V Services Agreement.

A.5.6 Unless otherwise expressly provided in this M&V Services Agreement, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s).

A.5.7 Honeywell may install diagnostic devices and/or software at Honeywell’s expense to enhance system operation and support. Upon termination or expiration of this M&V Services Agreement, Honeywell may remove these devices and return the applicable system(s) to their original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

A.5.8 Customer will promptly notify Honeywell of any malfunction in the system(s) that comes to Customer’s attention.

A.6 Terms of Payment

A.6.1 Customer will pay or cause to be paid to Honeywell the full price for the M&V Services, as specified on the first-year line of the M&V Services Pricing Table (Section A.6.2) and such price may be adjusted in accordance with this M&V Services Pricing Table. Honeywell will submit invoices to Customer in advance for M&V Services to be performed during the subsequent billing period, and payment shall be due thirty (30) days after Customer’s receipt of each such invoice, as set forth in the “Payment Terms” provisions at the beginning of this Exhibit J. Payments for M&V Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate, whichever is lower. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

A.6.2 Honeywell will annually adjust the amounts charged for the M&V Services provided under the M&V Services Agreement [as set forth in the schedule below]. In addition, Honeywell reserves the right, in its discretion, to increase the price payable by Customer in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price.

Year 1	\$18,061
Year 2	\$18,603
Year 3	\$19,161

A.6.3 UPON WRITTEN NOTICE TO HONEYWELL, SUCH NOTICE TO BE PROVIDED NO LESS THAN THIRTY (30) DAYS’ BEFORE THE END OF YEAR 3 AND EACH SUBSEQUENT APPLICABLE YEAR, CUSTOMER MAY EXTEND THE M&V SERVICE AGREEMENT FOR AN ADDITIONAL YEAR. ANY SUCH EXTENSION BY THE CUSTOMER SHALL BE AT THE COST OF THREE PERCENT (3%) ABOVE THE APPLICABLE PRIOR YEAR’S PRICE (FIRST EXTENSION TO BE APPLIED TO YEAR 3, AND THEN APPLIED YEAR-OVER-YEAR FOR EACH SUBSEQUENT EXTENSION). CUSTOMER MAY NOT EXTEND THE M&V SERVICES AGREEMENT BEYOND YEAR 20. AS SUCH, THE PRICE OF M&V SERVICES SHALL

FOLLOW THE PRICING SCHEDULE LISTED BELOW FOR EACH YEAR THAT THE CUSTOMER EXTENDS THE M&V SERVICE AGREEMENT:

Year 4	\$19,767
Year 5	\$20,360
Year 6	\$20,971
Year 7	\$21,600
Year 8	\$22,248
Year 9	\$22,915
Year 10	\$23,602
Year 11	\$24,311
Year 12	\$25,040
Year 13	\$25,791
Year 14	\$26,565
Year 15	\$27,362
Year 16	\$28,183
Year 17	\$29,028
Year 18	\$29,899
Year 19	\$30,796
Year 20	\$31,720

A.7 Termination. This M&V Services Agreement may be terminated for the reasons set forth below. Should this M&V Services Agreement be terminated in whole or in part for any reason, the Guarantee Term shall also terminate on the same date. In the event this M&V Services Agreement is terminated, the Guaranteed Savings for all subsequent Guarantee Years shall be null and void and Honeywell shall have no further obligation with respect to the Guarantee set forth herein.

By Customer:

A.7.1 For Cause. Customer may terminate this M&V Services Agreement for cause if Honeywell defaults in the performance of any material term of this M&V Services Agreement, or fails or neglects to carry forward the M&V Services in accordance with this M&V Services Agreement, after giving Honeywell written notice of its intent to terminate. If, within forty five (45) days following receipt of such notice, Honeywell fails to cure such default, Customer may, by written notice to Honeywell, terminate this M&V Services Agreement. In the event this Agreement is terminated pursuant to this Section, the Guaranteed Savings for a Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy Costs and Operational Costs.

A.7.2 For Convenience. To the extent permitted by applicable law, each year at the anniversary of the commencement of the term of this M&V Services Agreement, Customer may terminate the M&V Services Agreement by giving Honeywell written notice at least forty five (45) days prior to the anniversary date. In the event Customer elects to terminate this M&V Services Agreement at any other time during the year, Customer shall be billed on a pro rata basis and Customer will not receive an M&V Report at the end of the year.

A.7.3 Customer's Premises are Destroyed. Customer may terminate this M&V Services Agreement in the event Customer's premises are destroyed. In the event of such termination under this Section, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for M&V Services performed to the date of termination. In the event this Agreement is terminated pursuant to this Section, the Guaranteed Savings for a Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy Costs and Operational Costs.

By Honeywell:

A.7.4 For Cause. Honeywell may terminate this Agreement for cause if Customer materially breaches this Agreement (including, but not limited to, Customer's failure to make payments as agreed herein or Customer's failure to provide Honeywell access to Customer site or Customer's data). If, within thirty (30) days following Honeywell's

notice of breach, Customer fails to make the payments then due, or otherwise fails to cure such breach, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work performed and for losses sustained, including but not limited to, reasonable overhead, profit and applicable damages. In the event of termination of this Agreement by Honeywell for cause, all liabilities associated with the Guarantee will be deemed satisfied and no M&V Services deliverables will be provided by Honeywell after the Agreement is terminated for any Guarantee Years.

A.7.5 Honeywell Equipment is Destroyed or Substantially Damaged. Either party may terminate this M&V Services Agreement in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. In the event of such termination under this Section, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for M&V Services performed to the date of termination. In the event this Agreement is terminated pursuant to this Section, the Guaranteed Savings for a Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy Costs and Operational Costs.

A.8 Appropriations and Essential Use

A.8.1 Customer reasonably believes that sufficient funds can be obtained to make all payments for the initial term, as described in the summary at the beginning of this M&V Services Agreement. Customer hereby covenants that it shall do all things lawfully within its power to obtain funds from which such payments may be made, including making provisions for such payments, to the extent necessary, in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Customer's intent to make the payments for the initial term if funds are legally available therefore and in that regard Customer represents that (a) the use of the M&V Services is essential to its proper, efficient and economic functioning or to the services that is provided to its citizens; (b) Customer has an immediate need for and expects to make immediate use of substantially all the M&V Services, which need is not temporary or expected to diminish in the foreseeable future; and (c) the M&V Services shall be used by Customer only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

A.8.2 In the event no funds or insufficient funds are appropriated and budgeted for the acquisition, retention or operation of the M&V Services under the M&V Services Agreement, then Customer shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Honeywell (and its assignee, if any) of such occurrence. The M&V Services Agreement shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Customer of any kind, except as to (i) the portions of the payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available, and (ii) Customer's other obligations and liabilities under the Agreement relating to, accruing or arising prior to such termination. In the event of such termination, Customer agrees to peaceably surrender to Honeywell (or its assignee, if any) possession of any equipment that is provided by Honeywell under the M&V Services Agreement, on the date of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Honeywell, all at Customer's expense. Honeywell (or its assignee, if any) may exercise all available legal and equitable rights and remedies in retaking possession of any equipment provided by Honeywell under this M&V Services Agreement.

A.8.3 Notwithstanding the foregoing, Customer agrees (a) that if the M&V Services Agreement is terminated in accordance with the preceding paragraph, Customer shall not contract with any other party for any services similar to or that take the place of the M&V Services provided under the M&V Services Agreement, and shall not permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Customer for the balance of the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (b) that it shall not, during the initial term, give priority in the application of funds to any other functionally similar equipment or services.

PART B. M&V SERVICES SCOPE DESCRIPTION

B.1 Guarantee Analysis Services

B.1.1 Scope – Honeywell will implement the guarantee analysis services outlined in Section B.1.3 (the “M&V Services”) for the following ECMs. The M&V Services are to be performed consistent with the terms of the guarantee set forth in Part C, and the Schedule of Guaranteed Savings and related provisions set forth in Part D, in each case of this Exhibit J. Certain defined terms are set forth in Part C.

List of Covered Facilities, Meters, Energy Conservation Measures (“ECMs) by Service Offering:

(a) Facility	(b) LDC-Meter # / Utility Type	(c) ECMs (list only ECMs associated with meter listed in Column (b))	(d) Related M&V Services Subsection
Parks and Recreation Office	000020061025/electric 000000700604/natural gas	2.0 – Building Envelope, 3.0 – Controls Upgrades, 4.0 – Mechanical Upgrades	Option A
Aldrich Arena	000017083043 / electric 000000710401 / natural gas	5.0 – Solar PV Project	Option A
Oscar Johnson Arena	000017066353 / electric 000000434606 / natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades, 4.0 – Mechanical Upgrades	Option A
Shoreview Ice Arena	000017066651 / electric 000000846614 /natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades, 4.0 – Mechanical Upgrades	Option A
White Bear Lake Arena	000017066474 / electric 000020917263/ natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades, 4.0 – Mechanical Upgrades	Option A
TCO Sports Garden	000017035306 / electric 000010003987 / natural gas	5.0 – Solar PV Project	Option A
Highland Arena	000017082947 / electric 000010012165 / natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades	Option A
Phalen Arena	000017053926 / electric 0000100000850/natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades	Option A
Harding Arena	000017054023/electric 000020935746/natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades	Option A
West Side Arena	000017053914/electric 000000464854/natural gas	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades, 4.0 – Mechanical Upgrades	Option A
Pleasant Arena	000003627482 / electric 00000071146	1.0 – Lighting Upgrades, 2.0 – Building Envelope Upgrades	Option A

B.1.1.1 General Descriptions – The following are general descriptions of one or more approaches to providing guarantee analysis services. The specific details of the M&V Services relating to the Retrofit as set forth in this M&V Services Agreement take precedence over these descriptions.

Option A—Retrofit Isolation with Key Parameter Measurement

This option is based on a combination of measured and estimated factors when variations in factors are not expected. Measurements are spot or short-term and are taken at the component or system level, both in the baseline and post-installation cases. Measurements should include the key performance parameter(s) which define the energy use of the ECM. Estimated factors are supported by historical or manufacturer’s data. Savings are determined by means of engineering calculations of baseline and post-installation energy use based on measured and estimated values. Savings are calculated using direct measurements and estimated values, engineering calculations and/or component or system models often developed through regression analysis. Adjustments to models are not typically required.

Option B—Retrofit Isolation with All Parameter Measurement

This option is based on periodic or continuous measurements of energy use taken at the component or system level when variations in factors are expected. Energy or proxies of energy use are measured continuously. Periodic spot or short-term measurements may suffice when variations in factors are not expected. Savings are determined from analysis of baseline and reporting period energy use or proxies of energy use. Savings are calculated using direct measurements, engineering calculations, and/or component or system models often developed through regression analysis. Adjustments to models may be required.

Option C – Utility Data Analysis

This option is based on long-term, continuous, whole-building utility meter, facility level, or sub-meter energy (or water) data. Savings are determined from analysis of baseline and reporting period energy data. Typically, regression analysis is conducted to correlate with and adjust energy use to independent variables such as weather, but simple comparisons may also be used. Savings calculations use regression analysis of utility meter data to account for factors that drive energy use. Adjustments to models are typically required.

Option D—Calibrated Computer Simulation

Computer simulation software is used to model energy performance of a whole-facility (or sub-facility). Models must be calibrated with actual hourly or monthly billing data from the facility. Implementation of simulation modeling requires engineering expertise. Inputs to the model include facility characteristics; performance specifications of new and existing equipment or systems; engineering estimates, spot-, short-term, or long-term measurements of system components; and long-term whole-building utility meter data. After the model has been calibrated, savings are determined by comparing a simulation of the baseline with either a simulation of the performance period or actual utility data. Savings calculations are done based on computer simulation model (such as eQUEST) calibrated with whole-building or end-use metered data or both. Adjustments to models are required.

B.1.2 Coverage – The M&V Services includes all labor, travel, and expenses to perform the services and frequency described in Section B.1.3. In general, and subject to details of the M&V Plan, Honeywell will provide a single (1) reporting submission of the determination of the amount of Cost Avoidance for each Guarantee Year. Services not explicitly described in Section B.1.3, including Customer Guarantee Responsibilities, are not included.

B.1.3 M&V Plan: In general, the M&V Services:

- (a) are required to be performed for the entire Guarantee Term;
- (b) may employ one or more of Options A, B, C or D; and
- (c) include delivering a report on an annual basis, for either the entire Guarantee Term, or for a shorter M&V reporting term.

The details of the M&V Services are set forth in the M&V Plan, as described in detail in Exhibit J-6, which takes precedence over the general description in this Section B.1.3.

B.1.4 M&V Offerings – In coordination with Section B.1.1, HONEYWELL will perform the Measurement & Verification (M&V) offerings checked below:

B.1.4.1 Retrofit Isolation Energy Audit for Option A Verified ECMs – HONEYWELL will provide *Option A* energy guarantee auditing services as detailed in Exhibit J, and Exhibits to Exhibit J for specific Energy Conservation Measures (ECMs) identified in Exhibit J and/or Exhibits to Exhibit J as using *Option A* methodologies for Measurement and Verification. HONEYWELL will provide this one-time determination of the quantity of energy avoidance of the CUSTOMER'S facility for the First Guarantee Year only. Option A methods will be applied on an ECM specific basis (i.e., isolated to the retrofit) and Energy Cost Avoidance for a Guarantee Year will be quantified and summarized on an ECM basis. After the ECM's potential-to-save has been verified (Section B.1.3) HONEYWELL shall either stipulate the quantity of cost avoidance or determine the cost avoidance from engineering calculations and measurement of specific variables as described in Section D.1.1.1. Utility bill auditing (Option C) and reconciliation of Option A results to utility meter bill data is not included. The Option A retrofit isolation method was selected by the CUSTOMER to provide an economical reconciliation method and to minimize the interactive effects on the determination of cost avoidance due to changes to the site or facilities from the baseline conditions.

HONEYWELL will conduct walk-through observations of the ECMs noted under Work Coverage for this Section. It will be the responsibility of the CUSTOMER to investigate deficiencies beyond the contracted site visit frequency. It will be the responsibility of the CUSTOMER to correct the reported deficiencies.

The report will be limited to information that can be inferred from non-intrusive observations made during the allotted time for the walk-through observation and from the documents provided by the CUSTOMER to HONEYWELL. During the walk through, Honeywell will:

1. Verify through visual observation that each ECM is still installed.
2. Verify to the limits of visual observation that each ECM is still functional. Additional verification will be performed via service records provided.
3. Record current manual set points and manual settings. Collect BAS data for analysis and verification that the ECM is still operating to the intended specifications. Record changes in the operation, control sequences and control set points of the ECMs from original installed conditions.
4. Record observations about the current status of the building (i.e. occupancy, use), compare to CUSTOMER records, and compare against the contractual baseline and required post-retrofit operating conditions.
5. Record observed addition or deletion of site equipment, which may impact the ECMs or the building energy consumption and compare to CUSTOMER records.
6. Record observations regarding other changes on-site that may impact the ECM's or the building energy consumption.

HONEYWELL will provide a single (1) reporting submission of the determination of energy avoidance for the First Guarantee Year. The Energy Avoidance quantified in the First Guarantee Year will be stipulated as the annual Energy Avoidance for each Guarantee Year of the remaining contract term. Reporting of Cost Avoidance will occur each year of the term and the monetization of Cost Avoidance will be determined as described in Section D.1.1.1.

Work Coverage: Utility Meters listed in Section B.1.1 designated as Option A

Term Coverage: Year 1 Monitoring; Year 2 to End of Term stipulated based on Year 1 Results

Option A/B Audit Report section will be submitted: 1-Time Only Quarterly
 Semi-Annually Annually

B.1.4.2 Energy Advisory Report–Level 1 (No Travel/ No On-Site Services) – HONEYWELL will provide a report advisory and qualitative in its description based on material provided by the CUSTOMER to HONEYWELL as described below. The intent of the report is to describe deficiencies in the current operations in the buildings and their possible impact on the ECMs to the extent possible via CUSTOMER provided documents only. All travel and on-site services are excluded unless a Level-2 offering is included. It will be the responsibility of the CUSTOMER to investigate and correct the reported deficiencies. It will be the responsibility of the CUSTOMER to provide to the M&V specialist:

1. Verification that equipment installed to perform the ECMs has been properly maintained, including but not limited to provision of maintenance records.
2. Current status of the buildings (i.e., occupancy level and use, hours of operation, ownership, etc.).
3. Records of CUSTOMER initiated changes in equipment set points, start/stop conditions, usage patterns.
4. Records of CUSTOMER initiated changes in operation of mechanical systems, which may impact the ECMs.
5. Records regarding addition or deletion of equipment or building structure, which may impact the ECMs or the building energy consumption.
6. Copies of monthly utility bills and utility summary data on a *monthly* basis, and access to utility accounts through an authorization by the CUSTOMER to the Utility to allow the release of data to a Honeywell representative.

Work Coverage: Reserved

Term Coverage: Reserved

Advisory reports will be submitted: Quarterly Semi-Annually Annually.

B.1.4.3 Energy Advisory Report–Level 2 (With Travel & On-Site Services) – In addition to the Level 1 Energy Advisory Report offering, HONEYWELL will conduct walk-through observations of the ECMs noted under Work Coverage for this Section. It will be the responsibility of the CUSTOMER to investigate deficiencies beyond the contracted site visit frequency. It will be the responsibility of the CUSTOMER to correct the reported deficiencies.

The report will be limited to information that can be inferred from non-intrusive observations made during the allotted time for the walk-through observation and from the documents provided by the CUSTOMER to HONEYWELL per Level 1 Energy Advisory Report offering. During the walk through, Honeywell will:

1. Verify through visual observation that each ECM is still installed.
2. Verify to the limits of visual observation that each ECM is still functional. Additional verification will be performed via service records provided per Section B.1.4.2.
3. Record current manual set points and manual settings. Record changes in the operation, control sequences and control set points of the ECMs from original installed conditions.
4. Record observations about the current status of the building (i.e. occupancy, use), compare to CUSTOMER records, and compare against the contractual baseline and required post-retrofit operating conditions.
5. Record observed addition or deletion of site equipment, which may impact the ECMs or the building energy consumption and compare to CUSTOMER records.
6. Record observations regarding other changes on-site that may impact the ECMs or the building energy consumption.

Site walk-through observations will be conducted: Quarterly Semi-Annually Annually.

Site walk-through observations are limited to no more than: two (2) day(s) per year, and limited to one (1) day(s) per trip.

Work Coverage: Utility Meters listed in Section B.1.1 designated as Option A

Term Coverage: Year 1 Monitoring; Year 2 to End of Term – Stipulated based on Year 1 Results

B.1.4.4 Retrofit Isolation Energy Audit for Option B Verified ECMs – HONEYWELL will provide *Option B* energy guarantee auditing services as detailed in Exhibit J and Exhibits to Exhibit J for specific Energy Conservation Measures (ECMs) identified in Exhibit J and/or Exhibits to Exhibit J as using *Option B* methodologies for Measurement and Verification to quantify the derived Energy Cost Avoidance of the CUSTOMER's facility. Option B methods will be applied on an ECM specific basis (i.e., isolated to the retrofit) and Energy Cost Avoidance for a Guarantee Year will be quantified and summarized on an ECM basis. After the ECM's potential-to-save has been verified (Section B.1.3) HONEYWELL shall determine the cost avoidance from the engineering calculations in Exhibit J-4 and *on-going* measurements of specific variables defined below. Utility bill auditing (Option C) is not included and reconciliation of Option B results to utility meter bill data is not included. The Option B retrofit isolation method was selected by the CUSTOMER to provide an economical reconciliation method and to minimize the interactive effects on the determination of cost avoidance due to changes to the site or facilities from the baseline conditions. Reporting of Cost Avoidance will occur each year of the term and the monetization of Cost Avoidance will be determined as described in Section D.1.1.1.

HONEYWELL will conduct walk-through observations of the ECMs noted under Work Coverage for this Section. It will be the responsibility of the CUSTOMER to investigate deficiencies beyond the contracted site visit frequency. It will be the responsibility of the CUSTOMER to correct the reported deficiencies.

The report will be limited to information that can be inferred from non-intrusive observations made during the allotted time for the walk-through observation and from the documents provided by the CUSTOMER to HONEYWELL. During the walk through, Honeywell will:

1. Verify through visual observation that each ECM is still installed.
2. Verify to the limits of visual observation that each ECM is still functional. Additional verification will be performed via service records provided.
3. Record current manual set points and manual settings. Collect BAS data for analysis and verification that the ECM is still operating to the intended specifications. Record changes in the operation, control sequences and control set points of the ECMs from original installed conditions.
4. Record observations about the current status of the building (i.e. occupancy, use), compare to CUSTOMER records, and compare against the contractual baseline and required post-retrofit operating conditions.
5. Record observed addition or deletion of site equipment, which may impact the ECMs or the building energy consumption and compare to CUSTOMER records.
6. Record observations regarding other changes on-site that may impact the ECM's or the building energy consumption.

Work Coverage: Reserved

Term Coverage: Reserved

Option B Audit Report section will be submitted: Quarterly Semi-Annually Annually

PART C. GUARANTEE TERMS

C.1. Definitions

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

“Annual Scheduled Savings” means for any applicable Guarantee Year, the amount set forth in the Schedule of Guaranteed Savings in Section D.1.

“Baseline” or **“Base Year”** is the description that defines the Baseline Usage unit costs and facilities, systems, or equipment operations and characteristics, and environmental conditions that are to be used as the benchmark for determining Cost Avoidance. It may not always be one contiguous element of time and may be different from a 365-day annual period.

“Baseline Period” is the period of time (specified in Part D) coordinated with the Baseline Usage, including for the purpose of utility bill analysis, to allow the comparison of a Guarantee Year against a Baseline. The Baseline Period may not always be one contiguous element of time and may be different from a 365-day annual period. Baseline information from non-contiguous elements of time may be normalized and assigned to a specified Baseline Period.

“Baseline,” “Baseline Usage” or “Baseline Demand” is the calculated or measured Energy usage (demand) by a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate data, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

“Construction Period” is the time period between the start of the project installation and the date of Final Project Acceptance.

“Cost Avoidance” means the difference between the actual cost incurred during a selected time period versus what the cost *would have been* had the ECM not been implemented, including without limitation avoided, defrayed, or reallocated costs.

“Customer Guarantee Practices” are those practices identified herein, intended to achieve Cost Avoidance or necessary to the analysis thereof, as set forth in Section C.4.

“Energy” means utilities and may include electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and water and sewer usage, and secondary utilities such as district steam or compressed air as applicable.

“Energy Costs” means the cost of Energy.

“ECM” means an energy conservation measure, which is the installation of equipment or systems, or modification of equipment or systems as described in Exhibit A, for the purpose of avoiding utility (energy, water, etc.) consumption and demand and costs and/or non-utility (O&M, operational) costs.

“Excess Savings” means for any Guarantee Year, the amount, if any, by which the Cost Avoidance applicable to that Guarantee Year exceeds the Annual Scheduled Savings.

“Facilities” shall mean those buildings, or any other facility, location or infrastructure, where Savings will be realized.

“Financing Document” refers to that document, if any, executed between Customer and a third-party financing entity providing for payments from Customer to third-party financing entity.

“Final Project Acceptance” refers to date of Customer signature of the Final Project Acceptance Certificate (see Exhibit I) indicating Customer acceptance of the installation of all of the ECMs.

“First Guarantee Year” is defined as the period beginning on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed and ending on the day prior to the first (1st) anniversary thereof.

“Guarantee Period” is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year, also known as the **“Measurement and Verification Phase”**,

“Measurement and Verification Period”, “Performance Period”, or “Performance Phase”.

“Guarantee Year” is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Guarantee Term.

“Guaranteed Savings” is defined as the total scheduled amount of Cost Avoidance that Honeywell is guaranteeing, as set forth in Section D.1 of Part D.

“Guarantee Term” shall have the meaning as defined in Section C.2.1 hereof, also referred to as “Term.”

“M&V” means measurement and verification.

“M&V Systems and Equipment” as used in this Guarantee means the systems and equipment identified in Honeywell’s Scope of Work and M&V Services, including as set forth in Section C.4.1.

“Material Change” is defined as any change in the following which reasonably could be expected to increase or decrease Energy or Operational Costs at a Facility by a value more than five percent (5%) of the Annual Scheduled Savings per utility meter or submeter, as applicable:

- (1) manner of use of the Facility by Client;
- (2) hours of operation of any equipment, building or energy system contained in the Facility;
- (3) occupancy of the Facility;
- (4) structure of the Facility;
- (5) types of equipment used in the Facility; or
- (6) conditions affecting energy use in the Facility.

“Measurement and Verification Plan” or “M&V Plan” is defined as the plan providing details on how the Guaranteed Savings will be verified.

“Operational Costs” commonly referred to as O&M costs, shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain affected systems and equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

“Potential-to-Save” or “Potential-to-Perform” by an ECM is satisfied when a measure is properly installed and has the potential to generate predicted levels of Cost Avoidance. Verification of an ECM’s “potential-to-save” is satisfied upon Customer’s signing of a Certificate of Substantial Completion, as set forth in Exhibit I, or its equivalent.

“Retrofit” is the work provided by Honeywell as defined by the “ECMs.”

“Retrofit Costs” are the sum of (i) the price for the Work; (ii) interest and other direct fees for financing required to be made by Customer pursuant to the Financing Document; and (iii) the payments required to be made by Customer for the M&V Services.

“Retrofit Isolation Method”, “RIM”, “RIM Approach” or “Retrofit Isolation Method Approach” is an M&V approach that verifies the Guaranteed Savings using techniques that isolate the Energy use of the ECM and affected systems separate from the Energy use of the rest of the Facility. This method is used to mitigate the interactive Energy effects of changes made to the Facility outside of Honeywell’s control.

“Savings” is another term for Cost Avoidance.

“Total Guarantee Year Savings” is defined as the summation of Cost Avoidance realized by Facilities in each Guarantee Year as a result of the Retrofit, and M&V Services provided by Honeywell, as well as Excess Savings, if any, carried forward from previous years.

C.2. Term and Termination

C.2.1 Guarantee Term. The Guarantee Term shall commence on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this Agreement, and shall terminate at the end of

the M&V Services Term (as defined at the beginning of this Exhibit J), unless terminated earlier as provided for in Part A of this M&V Services Agreement.

C.2.2 Guarantee Term Extension Option. Subject to Customer extending the M&V Services Agreement, for each year Customer elects to extend the M&V Services Agreement, per A.6.3, the Guarantee Term shall extend for an equivalent period. Such extension of the Guarantee Term shall be limited to being no longer than Year 20 and may not be extended without extension of the M&V Services Agreement. For each additional year of the Guarantee Term as referenced in Section D.1, the following escalations shall apply: An annual increase of 4% for the Energy Savings, and a 3% annual increase for Operational Savings; each such increase to be applied year-over-year with each annual extension of this Agreement.

C.3. Savings Guarantee

Guaranteed Savings Calculations Details

C.3.1 Guarantee of Savings. Honeywell guarantees to Customer that the identified Facilities will realize the total Guaranteed Savings through the combined value of all ECMs over the Guarantee Term, as defined herein.

C.3.1.1 Additional Savings Before Final Project Acceptance. All Cost Avoidance realized by Customer that result from activities undertaken by Honeywell prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed ECMs or M&V Services provided by Honeywell, will be applied toward the Guaranteed Savings for the First Guarantee Year.

C.3.1.2 Additional Savings After Final Project Acceptance. Additional Cost Avoidance, including any utility rebates or other incentives, that can be demonstrated, or earned, as a result of Honeywell's efforts that result in no additional costs to Customer beyond the costs identified in this Agreement will be included in the M&V Report (as defined in Section C.3.2 below) for the applicable Guarantee Year(s).

C.3.1.3 Satisfaction of Guarantee. The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Annual Scheduled Savings.

C.3.1.4 Excess Savings. Excess Savings shall be carried forward and applied to the next Guarantee Year(s). In the event Honeywell has paid Customer for a Guaranteed Savings shortfall in the immediately previous Guarantee Year, pursuant to Section C.3.1.5, then Excess Savings in current Guarantee Year shall be billed to Customer (but only up to any amounts previously paid by Honeywell for a shortfall) and Customer shall pay Honeywell within thirty (30) days after receipt of such bill, and any remaining Excess Savings shall be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.

C.3.1.5 Savings Shortfalls. In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Annual Scheduled Savings, after giving credit for any Excess Savings carried forward from previous Guarantee Years pursuant to Section C.3.1.4, Honeywell shall, upon receipt of written demand from Customer, compensate Customer the amount of any such shortfall, in such form as agreed to by the parties, limited by the total value of the Guaranteed Savings, within sixty (60) days. Resulting compensation shall be Honeywell's sole liability for any shortfall in the Guaranteed Savings. In case of a shortfall, Honeywell reserves the right, subject to Customer approval, which shall not be unreasonably withheld, to implement additional operational improvements or conservation measures, at no cost to Customer, that will generate additional savings in future years of the Guarantee Term, and Honeywell has the option of extending its M&V Services to verify successful performance.

C.3.1.6 Aggregation of Savings. The parties mutually agree that the Guaranteed Savings for this Agreement and the Guaranteed Savings for all previous active projects with guaranteed savings for this Customer shall be combined each year until the end of the original guarantee term for each project. Throughout the duration of the term for each specific phase the total savings will be utilized as an aggregate in satisfying the sum of the respective guarantees.

Guaranteed Savings Reconciliation Process

C.3.2 Guaranteed Savings Reconciliation Documentation. As part of the M&V Services, and as set forth in the M&V Plan, Honeywell will provide Customer with a Guaranteed Savings reconciliation report ("**M&V Report**") within ninety (90) days after receipt of the information Customer is to provide as part of the Customer Guarantee Practices that is reasonably necessary to the preparation of the M&V Report. Data and calculations utilized by Honeywell in the preparation of its M&V Report will be made available to Customer, along with such explanations and clarifications as Customer may reasonably request.

C.3.2.1 Acceptance of M&V Report. Customer will have forty-five (45) days to review the M&V Report and provide written notice to Honeywell of non-acceptance of the Guaranteed Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the M&V Report will deem it accepted by Customer.

C.3.2.2 Guaranteed Savings Reconciliation. Guaranteed Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described in this Exhibit J and the exhibits, using the M&V Services as defined herein, and/or additional methodologies defined by Honeywell that may be negotiated with Customer at any time. Upon contract execution, Customer agrees to and accepts the standard methods that Honeywell uses to conduct M&V Services, including, but not limited to, RIM and Option C Utility Data Analysis (see Part C for RIM and Option C definitions as further detailed in the Measurement and Verification Plan in this Exhibit J and the exhibits), as well as cost avoidance calculations, as inferred by, referenced by or included in the energy calculations developed by Honeywell and attached hereto as an Exhibit J-4 Engineered Cost Avoidance Calculations.

C.3.2.3 Base Year Adjustments. The Baseline shall be adjusted to reflect:

- (a) changes in occupied square footage;
- (b) changes in energy-consuming equipment, including any repairs or improvements made to the equipment as part of this Agreement;
- (c) changes in the Facilities;
- (d) changes in Customer Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes;
- (e) changes in weather between the Baseline Period and the Guarantee Year; and
- (f) documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting Energy usage measurement.

C.3.2.4 Other Potential Guarantee Adjustments. Honeywell's Guaranteed Savings obligations under this Agreement are contingent upon:

- (a) Customer following each of the Customer Guarantee Practices set forth herein;
- (b) no alterations or additions being made by Customer to any of the M&V Systems and Equipment without prior notice to and agreement by Honeywell;
- (c) The absence of any event Customer is to report under Section C.4.5; and
- (d) Honeywell's ability to render services not being impaired by circumstances beyond its control.

To the extent Customer defaults in or fails to perform fully any of its obligations under the Agreement, including without limitation any of the Customer Guarantee Practices, or the occurrence of any event Customer is to report under Section C.4.5, Honeywell may, in its sole discretion, adjust its Guaranteed Savings obligation or deem it met; provided, however, that no adjustment hereunder shall be effective unless Honeywell has first provided Customer with written notice of Customer's default(s) or failure(s) to perform and Customer has failed to cure its default(s) or failure(s) to perform within thirty (30) days after the date of such notice.

In addition, if for any reason any Facility and/or utility meter covered under this Agreement is materially unoccupied, closed, or discontinued, the Savings will be deemed realized for such Facility or meter, and the Guaranteed Savings will be adjusted accordingly. Honeywell will provide written notice of such adjustment to the Customer.

C.3.2.5 Adjustments for Material Changes. In the event of any increase or decrease in energy consumption and demand for any month resulting from a reported Material Change (see Section C.4.5.1) or unreported Material Change (see Section C.3.2.6), the amount of that increase shall be subtracted from, or that decrease shall be added to, the total energy consumption and demand for that month prior to the calculation of energy savings. If a reported or unreported Material Change affected energy consumption and demand in the same calendar month in the preceding year, the *next preceding* contract year where a Material Change has not occurred will be used to compute the value of the Material Change and the energy savings for the current month.

C.3.2.6 Unreported Material Changes. In the absence of any Material Change in the Facilities or in their operations reported by Customer under Section C.4.5.1 below, energy consumption and demand should not change from year to year. Therefore, if energy consumption and demand per utility meter or submeter for any month increases by five percent (5%) or more of the Annual Scheduled Savings per meter from the Energy consumption and demand for the same month of the *preceding* year, after adjustment for changes to climactic conditions, then such increase shall be deemed to have resulted from a Material Change, except where such increase is due to equipment malfunction, faulty repair or other acts of negligence by Honeywell.

C.3.2.7 Guarantee Based on Agreement Only. Customer's request for proposal or qualifications, Honeywell's proposal and any other documents submitted by Honeywell to the Customer prior to negotiation of this Agreement are expressly excluded from and are not a part of this Agreement. The parties agree that although the Honeywell proposal may have contained scope items, guaranteed savings and M&V options other than those stated in the Agreement, the final scope of work, Schedule of Guaranteed Savings, and M&V Plan were developed jointly by the parties through negotiation. The Customer has chosen to purchase the scope of work set forth in Exhibit A. The Customer accepts the Guaranteed Savings and agrees to the M&V Plan set forth herein.

C.4 Customer Guarantee Practices

C.4.1 Equipment Subject to these Provisions. M&V Systems and Equipment affecting the Guaranteed Savings include:

- (a) equipment provided as per Exhibit A – Scope of Work;
- (b) modifications made to existing equipment as outlined in Exhibit A – Scope of Work;
- (c) existing or new equipment not provided or modified under this Agreement, but materially affected by the work provided per Exhibit A – Scope of Work and consuming energy or water via utility meters covered by the Agreement.

C.4.2 Hours and Practices. To achieve the Savings, Honeywell and Customer agree upon the Guaranteed Period operating parameters described in Exhibit(s) J-1. The Customer agrees to operate, or cause to effect the operation of, the M&V Systems and Equipment in such manner that is in accordance with these Guaranteed Period operating parameters.

C.4.3 Customer Maintenance and Replacement Responsibilities. During the term of this M&V Services Agreement, for all equipment affecting the Guaranteed Savings, the Customer shall perform on-going maintenance and accomplish component replacement and equipment repairs in accordance with manufacturer's standards and practices and take all reasonable measures to insure the equipment is operating at full efficiency. Component replacement and equipment repairs must be accomplished in a timely fashion. Additionally, Customer shall insure such equipment is operated at all times in accordance with applicable manufacturer's specifications, Honeywell specifications, and the requirements contained herein. For all non-Honeywell maintenance actions, Customer shall document and make available to Honeywell maintenance dates and tasks accomplished, the start date and duration of all deficient equipment operation and the subsequent corrective action and/or repair dates. Customer shall replace any vandalized or any failed equipment or component no longer warranted by Honeywell or the manufacturer, with equipment or components of equal or greater efficiency value than installed by Honeywell, for the full Guarantee Term. Customer shall be responsible to investigate and correct any reported deficiencies not covered under this M&V Services Agreement.

C.4.4 Facility Operational Changes. Except in the case of emergencies, Customer agrees it will not, without the consent of an authorized representative of Honeywell:

- (a) make any significant deviations from the applicable Customer Guarantee Practices;
- (b) put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Customer Guarantee Practices; or
- (c) assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Customer Guarantee Practices.

C.4.5 Customer Reporting Responsibilities. Customer shall report to Honeywell in writing within fifteen (15) days of the following changes or events:

- (a) any additional energy source or change in existing energy source or supplier that the Customer may negotiate during the term of this Guarantee and/or,
- (b) any material change in system or equipment status, including replacement of, addition to, or modification of existing energy and/or water consuming systems or equipment and/or,
- (c) any long term temporary (equal to or greater than 10 days) or permanent changes in operating schedules and/or,
- (d) any material changes in the payment schedule, such as due to refinancing or variable interest rate and/or,
- (e) for any reason any Facility and/or utility meter covered under this Agreement is materially unoccupied, closed, or discontinued

Customer shall promptly notify Honeywell of any other activities known to Customer which could adversely impact the ability to realize the Guaranteed Savings.

C.4.5.1 Reported Material Changes. Customer shall deliver to Honeywell a written notice describing and explaining all actual or proposed Material Changes (as defined above in Section C.1) in a Facility or in the operations in a Facility and their anticipated effect on Energy or Operational Costs. Said notice must be delivered to Honeywell no less than seven (7) days before any actual or proposed Material Change occurs.

C.4.6 Customer Granted Access for Remote Diagnostics. Customer shall allow Honeywell to perform remote diagnostics on all equipment associated with the Guaranteed Savings for operational compliance with the manufacturer's specifications, and the requirements contained herein. Customer is responsible for implementation and costs for remote Honeywell access through Customer's firewall(s) to the controllers and front-end computer(s) for two (2) remote users designated by Honeywell using the following process:

- TCP/IP Remote Access: A dedicated static IP address, installation and on-going maintenance and subscription and licensing fees for remote access hardware and software including but not limited to VPN, RDP, station licenses dedicated to at least two remote users.

If remote access or data retrieval/push-send is interrupted or data received from the site is corrupted, at any time during the Guarantee Term, Honeywell reserves the right to suspend any reporting requirements and deem any savings from associated ECMs as achieved until remote access/data transfer has been restored.

C.4.7 Customer Provided Documentation. It will be the responsibility of the Customer to provide to an individual designated by Honeywell on a minimum monthly basis (unless noted otherwise):

- (a) Verification that equipment installed to perform the ECMs has been properly maintained, including but limited to provision of maintenance records.
- (b) Current status of the buildings (i.e., occupancy level and use, hours of operation, etc.).
- (c) Records of customer-initiated changes in equipment setpoints, start/stop conditions, usage patterns.
- (d) Records of customer-initiated changes in operation of mechanical systems, which may impact the ECMs.
- (e) Records regarding addition or deletion of equipment or building structure, which may impact the ECMs or the building energy consumption.
- (f) Copies of monthly utility bills and utility summary data on a *monthly* basis, and fuel storage tank levels, including without limitation fuel oil and biomass levels, in each case within two (2) weeks following the Customer's receipt thereof, and access to utility accounts through an authorization by the Customer to the Utility to allow the release of data to a Honeywell representative, together with access to relevant records relating to such utility costs.
- (g) Access to any maintenance records, drawings, control system trend data, or other data reasonably deemed necessary by Honeywell to perform the M&V Services.

C.4.8 Customer Governmental Unit Reporting Responsibilities. Customer is solely responsible for reports to be submitted to the Department of Commerce, Public Utilities/Services Commission, or any other governmental agency or governmental unit.

C.4.9 Customer Rebate and Ratchet Reset Responsibilities. It is understood that all energy rebates and/or refunds are the result of an agreement between Customer and the utility company and Honeywell assumes no responsibility for obtaining said rebates and/or refunds. It is understood that said rebates and/or refunds are not included in the Guaranteed Savings. The Customer is responsible for procuring a ratchet reset from the local utility company, as applicable.

PART D. SCHEDULE OF GUARANTEED SAVINGS

D.1. Schedule of Guaranteed Savings

The Guaranteed Savings over the Guaranteed Term is equal to or greater than \$736,573 which is the Total Energy and Operational Savings over the Guaranteed Term. The Guaranteed Savings and the Annual Scheduled Savings are set forth in the table below (such table, the “**Schedule of Guaranteed Savings**”):

YEAR	Energy Savings	Operational Savings*	Capital Cost Avoidance Savings*	Total Savings
1	\$174,084	\$62,491	\$14,175	\$250,750
2	\$181,047	\$64,366	\$14,175	\$259,588
3	\$188,289	\$66,297	\$14,175	\$268,761
TOTALS	\$543,420	\$193,153	\$42,525	\$779,098

YEAR	Energy Savings	Operational Savings	Total Savings
1	\$174,084	\$62,491	\$236,575
2	\$181,047	\$64,366	\$245,413
3	\$188,289	\$66,297	\$254,586
TOTALS	\$543,420	\$193,153	\$736,573

*Note: Operational Savings are stipulated and deemed satisfied at Contract signature.

Provided however, that, notwithstanding the above, in no event shall the Guaranteed Savings exceed the total Retrofit Costs over the Guaranteed Term. For sake of clarity, actual or pro forma budget neutral or positive cash flows are not guaranteed.

D.1.2 Schedule of Guaranteed Savings – Extension Upon written notice to Honeywell, such notice to be provided no less than thirty (30) days before the end of Year 3 and each subsequent applicable year, Customer may extend the M&V Service Agreement for an additional year. Any such extension by the Customer shall extend the Guarantee 4% per year for the unit cost of electric utilities, 4% per year for gas utilities, and 3% per year for operational savings above the applicable prior year’s Guarantee (first extension to be applied to Year 3, and then applied year-over-year for each subsequent extension). Customer may not extend the M&V Services Agreement beyond Year 20. As such, the Schedule of Guaranteed Savings will follow the schedule listed below for each year that the Customer extends the M&V Service Agreement:

YEAR	Energy Savings	Operational Savings	Total Savings
4	\$195,821	\$68,949	\$264,769
5	\$203,653	\$71,017	\$274,671
6	\$211,800	\$73,148	\$284,947
7	\$220,271	\$75,342	\$295,614
8	\$229,082	\$77,603	\$306,685
9	\$238,246	\$79,931	\$318,176
10	\$247,775	\$82,329	\$330,104
11	\$257,686	\$84,798	\$342,485
12	\$267,994	\$87,342	\$355,336

13	\$278,714	\$89,963	\$368,676
14	\$289,862	\$92,662	\$382,524
15	\$301,457	\$95,441	\$396,898
16	\$313,515	\$98,305	\$411,820
17	\$326,056	\$101,254	\$427,309
18	\$339,098	\$104,291	\$443,389
19	\$352,662	\$107,420	\$460,082
20	\$366,768	\$110,643	\$477,411

*Note: Operational Savings are stipulated and deemed satisfied at Contract signature.

D.1.3 Energy Savings. The first year amount of Savings for Energy Costs is the sum of the below listed ECMs. Actual Savings may be lower than as set forth in the Schedule of Guaranteed Savings because of an absolute increase in Energy use due to the implementation of measures to increase environmental comfort as directed by the Customer, and other baseline adjustments (see Section D.2). The Guaranteed Savings are less than the projected Savings, represented in Exhibit J-4. Cost Avoidance is based on the Customer Guarantee Practices set forth in Section C.4.

[a] Att. A: Exhibit A – Scope of Work.

ECM Description	Electric Year 1	Non-Electric Year 1	Water Year 1	Total Year 1
Lighting Upgrades	\$36,655	\$0	\$0	\$36,655
Building Envelope Upgrades	\$0	\$7,895	\$0	\$7,895
Controls Upgrades	\$559	\$4,098	\$0	\$4,656
Mechanical Upgrades	\$10,194	\$2,845	\$0	\$13,039
Solar PV Project	\$111,838	\$0	\$0	\$111,838
TOTALS (Excludes Vent Adj)	\$159,246	\$14,838	\$0	\$174,084

Customer agrees that the baseline for the unit cost of Energy will be adjusted each year of the Guarantee Term. This annually adjusted value of Energy unit cost is stipulated as the new baseline in each succeeding year. Customer agrees that Baseline adjustment is stipulated to be an escalation of 4% per year for the unit cost of electric utilities, 4% per year for gas utilities, and 3% per year for operational savings used in the determination of Cost Avoidance each year.

D.1.3.1 Calculating Cost Avoidance

- (a) Customer agrees that the baseline for the unit cost of Utilities will be adjusted each year of the Guarantee Term to reflect a stipulated escalation rates as laid out in Section D.1.1. This annually adjusted value of Energy unit cost is stipulated as the new baseline in each succeeding year and may be used in the determination of Cost Avoidance each year in accordance with Section D.1.1.1(b).
- (b) The calculation of Cost Avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate plus escalation (represented in Exhibit J-3 Contractual Baseline Conditions, Utility Use, Utility Unit Costs), whichever produces the highest Cost Avoidance and/or as defined below:
 - (i) The Guarantee Year current rate for Option A will be the annual average determined from 12 months of utility billing data in that Guarantee Year. Customer will provide the utility data per Section C.4.7 and if such data is not provided, the baseline utility rate plus annual escalation (see paragraph D.1.1.1 (a)) shall be used.
 - (ii) Option A analysis for all ECMs will use \$/kW and unblended \$/kWh for electric to monetize demand and energy savings. For buildings with thermal savings for ECM 1 Lighting (Heating Penalty) only, cost avoidance will be calculated using the baseline rate in Exhibit J-3 Contractual Baseline Conditions, Utility Use, Utility Unit Costs, escalated as indicated in Section D.1.1.
 - (iii) Option C analysis utilizes Metrix™, an independent 3rd party industry-standard utility accounting and normalization software platform. The energy and cost avoidance for Option C analysis using Metrix or

otherwise is determined on a monthly basis. Energy Avoidance is monetized by comparing the blended unit cost from each month's utility bill with the baseline contractual rate, escalated per Section D.1.1.1 (a), to determine the rate to use for calculation of monthly cost avoidance per Section D.1.1.1 (b).

- (c) Fuel Conversion: is essentially a rate change measure, typically, intending to use a new energy type for a defined load. Since the new energy type (i.e., meter or tank, etc.) and its corresponding actual unit rate do not exist at the time of contract execution, the baseline rate for each fuel conversion ECM will be defined as presented in Baseline Rates, Exhibit J-3 Contractual Baseline Conditions, Utility Use, Utility Unit Costs. The new rate defined in Exhibit J-3 Escalated Future Baseline Rate for each Year of Term will be considered the Baseline rate as per Section D.1.1.1 (a).
- (d) Cost Avoidance may also include, but is not limited to, savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of Honeywell involvement. In case the Customer does not procure any ratchet reset, rate change or other utility tariff charge reduction, or in the event that such ratchet, rate or tariff changes before the Guarantee Period ends, Cost Avoidance nonetheless will be calculated as if the ratchet, rate or tariff has been reset at the end of the installation of demand-reducing ECMs, or continues, as applicable.
- (e) In the event, the current Guarantee Year utility tariff is significantly changed in structure from that which existed during the Baseline Period, including, but not limited to, the addition or deletion of measured or billed demand structures, Time of Use, Seasonal or Block & Tail billing structures, the Customer will not unreasonably withhold acceptance to abandon the new tariff (i.e., Current Rate) and will only use the baseline plus escalator as described in Section D.1.1.1 (a).
- (f) The constants and/or stipulated values defined in the Exhibits, or as defined herein, are mutually agreed to by the Customer to be reasonable and may be used in the determination of Cost Avoidance.

D.1.3.2 Acceptance of Measurement & Verification Methods

Upon contract execution, Customer accepts the standard methods that Honeywell uses to conduct Retrofit Isolation Method (RIM) and Option C Measurement & Verification (M&V), as well as cost avoidance calculations, as described herein and inferred by or included in the energy calculations and regression models attached hereto. Customer has the right and may to hire a consultant to review the calculations and comment before the contract is signed and the price accepted. Any future use of a consultant to review M&V methods and work product is at Customer's discretion and expense. Customer agrees that any such consultant's review shall be limited to the M&V methods as selected by the Customer prior to contract execution and as detailed and defined in this Agreement.

D.1.4 Operational Cost Savings. The first-year amount of Savings for Operational Costs is the sum of the below listed ECMs. The Savings are based on the Customer Guarantee Practices set forth in Section C.4. The Operational Costs Savings described below and identified in Section D.1 are deemed satisfied upon execution of the Part 2 Agreement. The Customer acknowledges and agrees that, if it did not enter into this Agreement, it would have to take future steps to achieve the same ends as does the Work included in Exhibit A, and that, in doing so, it would incur Operational Costs of at least the amount per year over the Guarantee Term as presented below and in the Schedule of Guaranteed Savings. The Customer agrees that, by entering into this Agreement, it will avoid future Operational Costs in at least these amounts.

Further, the Customer acknowledges that Operational Costs Savings categorized as capital cost avoidance are part of, or are causally connected to the Work specified in Exhibit A (i.e., the ECMs being implemented), and are documented by industry standard engineering methodologies acceptable to the Customer.

Customer agrees that the Baseline for the unit cost of Operational Costs will be adjusted each year of the Guarantee Term. This annually adjusted value of operational unit costs is stipulated as the new baseline in each succeeding year. Customer agrees that the Baseline adjustment is stipulated to be an escalation of 3% per year for Operational Costs used in the determination of Operational Costs Savings each year.

The Operational Costs Savings were identified, reviewed, and agreed to by a team of Customer’s representatives led by Mark McGabe - Department Director of Ramsey County Parks and Recreation.

Operational Savings Description (OSD)	Cost Avoidance Category (O&M, Capital)	1st Year Cost Avoidance
Lighting Upgrades	O&M	\$4,000
Solar PV Project	O&M	\$58,491
Totals		\$62,491

[a] O&M: operations and maintenance.

D.2 Baseline Operations and Adjustments

D.2.1 “Baseline Operating Parameters” are the Facility(ies) and system(s) operations measured and/or observed before commencement of the Work. Baseline Operating Parameters are stipulated in, and incorporated herein, as Exhibit J-1. See Energy Savings Calculations, attached hereto and incorporated herein as Exhibit J-4 for further information regarding stipulated Baseline Operating Parameters.

The data summarized will be used in the calculation of the Baseline energy consumption and/or demand and for calculating Baseline adjustments for changes in Facility operation that occur during the Guarantee Term. Honeywell and Customer agree that the Baseline Operating Parameters specified in this Section are representative of equipment operating characteristics during the Baseline Period specified in this Agreement. The following data was collected with the assistance Mark McGabe - Department Director of Ramsey County Parks and Recreation.

The Baseline Period is defined as 01/2023 to 12/2023.

The Baseline consists of the Baseline conditions and Baseline Operating Parameters collected from the Baseline Period and modified by Baseline adjustments, as necessary, as defined herein and by the Exhibits.

D.2.2 Pre-Retrofit Baseline Adjustments: The following describes the adjustments that have been made during the determination of the Baseline, prior to the determination of the projected Cost Avoidance and the Guaranteed Savings. The adjustments are due to those projects included in Exhibit A, or other known events, which increase Energy use prior to the application of the ECMs.

D.2.3 Post-Retrofit Baseline Adjustments: The following describes known future events, events not captured in pre-retrofit Baseline adjustments in Section D.2.2, which generally increase Energy use compared to the Baseline Period. This Energy use is added to the Baseline to determine an adjusted Baseline against which the Energy Costs Savings will be determined. Energy increases are variable and dependent on the actual use of equipment.

D.3 Guarantee Term Operations

D.3.1 “Guarantee Term Operating Parameters” are the Facility(ies) and system(s) operations as measured and/or observed after completion of Work. The data summarized will be used in the calculation of the post-retrofit Energy consumption and/or demand. Honeywell and Customer agree that the Guarantee Term Operating Parameters specified in this Section are representative of equipment operating characteristics during the Guarantee Term specified in this Agreement. And, further, that they are agreed to be reasonable and may be used in the calculation of the Cost Avoidance, as if the site is actually operating per the Guarantee Term Operating Parameters outlined in this Section.

Guarantee Term Operating Parameters are stipulated in <Guarantee Period Operating Parameters> attached hereto and incorporated herein as Exhibit J-2.

D.3.2 Operational Cost Avoidance: The following parameters, methodologies, and/or calculations were used in determining the Operational Costs and/or Cost Avoidance due to the Retrofit and M&V Services implementation and are agreed to be reasonable and may be used in the calculation of Savings.

Operational Costs Savings methodology and/or calculation details are attached hereto and are incorporated herein as the exhibits outlined in the following table.

Operational Savings Description	Cost Avoidance Methodology	Exhibit
1. Lighting	Maintenance reliability reduced failure rate	J-7
2. Solar Production Credit	Tariff Calculation per Engineering Calculation	J-7
The operational savings measures and which budget line items or invoice categories that are affected, are cross-referenced in each Operational Costs Savings Detail in the Exhibits.		

[a] O&M: operations and maintenance.

D.4 Other Energy and Operational Savings Measures

The following measures *were* not included in the Guaranteed Savings but may be used during the Guarantee Term in the determination of realized Cost Avoidance, or , calculation of performance versus the Guaranteed Savings, or to show value-add to the Customer:

Description of Exhibit A Tasks not included in Sections D.1.1 or D.1.2 above		
ECM Rebate	Rebate Amount	Total Rebates
Lighting Rebate	\$48,450	\$48,450
VFD Rebates	\$5,000	\$5,000
Xcel Energy Custom Rebate	TBD	TBD
Total Rebates		\$53,450

Honeywell will apply for these rebates on behalf of Customer.

PART E. CARBON AND ENERGY MANAGER (CEM) SOFTWARE TERMS

1 The Offerings and Fees

All fees are quoted in USD and are exclusive of any applicable taxes, commissions, import duties or other similar taxes or fees. The offerings comprise the components set out below (the “Offering(s)”).

1.1 Software as a Service

1.1.1 SaaS Offering, Use Rights and Pricing

SKU	SaaS Offering name	Site	Use Rights and Usage Metrics	SaaS Term Start Date	SaaS Subscription Term (the “SaaS Term”)	Fee Basis /Quantity	Total Fee	Annual Fee
SBT-CEM-ADV	CEM CONTROL FOR 28 METERS	Meters as outlined in Exhibit A of this contract		Once deployment is complete	12 months	\$8,950	\$ 8,950	\$8,950
	DEPLOYMENT - CEM CONTROL ENGG, SOLUTION SUPPORT & CLOUD CONNECTOR INSTALLATION					Included in installation price	Included in installation price	

* Unless the Customer provides prior written notice to Honeywell 30 days before the end of an initial “SaaS Term” or any renewal period, the subscription term shall auto-renew for successive periods of 12 months.

1.2 Total Fees

Year	Annual SAAS Fee
1	\$8,950
2	\$9,219
3	\$9,495

1.3 Sites

The customer locations agreed for deployment of the Offering may be on a per site basis (a “Site”). Customer will ensure Site access, availability, and readiness for the Parties to meet all the dates provided in this Order Form.

Site name	Site Designation
Ramsey County	11 Sites as listed in Exhibit A.

Access and use of CEM is governed by the following terms and conditions:

SAAS TERMS

- SaaS.** These SaaS terms (the “SaaS Terms”) set out the terms and conditions applicable to the software-as-a-service, online or cloud-based service or feature made available by Honeywell (“SaaS”) as identified in the Order Form and form part of the Agreement. The SaaS Terms take precedence over other Agreement terms in relation to the SaaS. SaaS is an Offering under this Agreement.

2. Use Rights. Subject to Buyer's compliance with the terms and conditions of this Agreement, Honeywell: (a) will provide Buyer access to the SaaS via means authorized and provided by Honeywell (which may include online portals or interfaces such as https, VPN or API); and (b) hereby grants not Buyer a limited, non-transferable, non-exclusive, revocable non-sublicensable right and license to: (i) access and use the SaaS through such means; (ii) download, install, update or allow Honeywell to update (when applicable), and use software Honeywell provides solely in support of Buyer usage of the SaaS; and (iii) use Documentation for the SaaS as reasonably required in connection with the SaaS, in each case solely for Buyer's internal business purposes (collectively, "**SaaS Use Rights**"). SaaS Use Rights continue for the period stated in the applicable Order Form, or if no duration is stated, for 12 months from the Effective Date. Order Forms may list metrics, including user number, data volume, sensors or other means to measure usage or fees ("**SaaS Usage Metrics**"). SaaS Use Rights are subject to SaaS Usage Metrics and any other restrictions in this Agreement. If Buyer exceeds SaaS Usage Metrics, Honeywell may suspend Buyer's access until Buyer pays all required Fees. Buyer, its employees and any party accessing the SaaS on Buyer's behalf ("**Users**") may exercise SaaS Use Rights if Buyer binds them to the terms of this Agreement. Buyer is responsible, and Honeywell has no liability, for Users compliance with this Agreement, and for any breach, act, or omission by them. Buyer may not resell SaaS Use Rights or permit third parties (except Affiliates or service providers) to be Users and may not make copies of the SaaS (except for back up), in each case except as agreed by Honeywell in writing.

3. Accounts. Buyer may be required to download an app, or visit a website, through which Buyer accesses the SaaS and sets up accounts including issuance or authentication credentials. In operating Buyer's account Buyer and Users must: (a) maintain strict confidentiality of user names, passwords or other credentials; (b) assign accounts to unique individuals and not allow others to use Buyer's credentials or access Buyer's account, including sharing among multiple Users; (c) immediately notify Honeywell of any unauthorized use or breach of security or security incident related to Buyer's account; (d) submit only complete and accurate information; (e) maintain and promptly update information if it changes; and (f) manage User access. Honeywell may use rights management features (e.g. lockout) to prevent unauthorized use.

4. Acceptable Use. Buyer will not (and will not authorize, encourage or cooperate with any third party to): (a) reverse engineer, modify, adapt, make machine code human readable or creating derivative works or improvements of the SaaS; (b) circumvent or interfere with the technical protections, security or operation (including disrupting, interacting in an unauthorized manner, probing, scanning or testing the vulnerability of security measures or misrepresenting transmission sources) of the SaaS; (c) perform competitive analysis (including benchmark testing) or create, train or improve a substantially similar product or service to the SaaS; (d) access or use of the SaaS in a manner that infringes another's intellectual property rights; (e) employ the SaaS in hazardous environments or inherently dangerous applications, including any product, part, service or other application that could result in death personal injury requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; (f) employ the SaaS (or as a substitute for) a third-party monitored emergency notification system; (g) access or use the SaaS in a manner that would reasonably be expected to cause liability or harm to Honeywell or Honeywell's customers; (h) employ the SaaS for critical control of environments, emergency situations, life safety or critical purposes; (i) upload to or use with the SaaS any technical data or software controlled under the International Traffic in Arms Regulations (ITAR) or other Export/Import Control Laws; (j) train any machine learning or artificial intelligence algorithm, software or system using the SaaS, any Know-how or Buyer Specific Data; (k) sublicense, distribute or otherwise make available any portion of the SaaS (including any functionality of the SaaS) to a third party; (l) use or provide Know-how or Buyer Specific Data (directly or indirectly) in relation to development of any offering that may compete with the SaaS or any offerings of Honeywell or its Affiliates. Any violation of the restrictions in this Section constitute a material breach of this Agreement.

5. Set Up, Support. Initial set up and configuration are provided if stated in the Order Form. Honeywell will manage, maintain and support the SaaS ("**SaaS Support**") in accordance with the policies specified in the Order Form or, if none are specified, Honeywell will use commercially reasonable efforts to maintain the SaaS, repair reproducible defects and make the SaaS available subject to scheduled downtime, routine and emergency maintenance. Except as expressly set out in this Agreement, Buyer is responsible for the connectivity required to use the SaaS and for maintaining the equipment and infrastructure that connects to the SaaS. Set up and SaaS Support excludes device or Third-Party App set up unless stated in the Order Form. Honeywell is not responsible or liable for issues, problems, latency, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of Honeywell's control; (ii) cyberattack; (iii) public internet and communications networks; (iv) data, software, hardware, services, virtual machines, telecommunications, infrastructure or other equipment not provided by Honeywell, or acts or omissions of third parties Buyer retains; (v) Buyer and Buyer Users' negligence or failure to use the latest version or follow Documentation; (vi) modifications or alterations not made by Honeywell; (vii) loss or corruption of data; (viii) unauthorized access via Buyer's credentials; (ix) Buyer's failure to use commercially reasonable administrative, physical and technical safeguards to protect Buyer systems or data or follow industry-standard security practices; or (x) acts or omissions of Buyer, Users or other third parties Buyer retains, in breach of this Agreement. Honeywell reserves the right to modify the SaaS if such modification does not materially diminish the functionality of the SaaS. Honeywell may monitor Buyer's usage of the SaaS.

6. Suspension, Termination. Honeywell may without liability immediately suspend Buyer's SaaS Use Rights without notice if Honeywell determines that Buyer or Users are or may be in violation this Agreement, pose a security threat or Buyer's use of the SaaS is likely to cause immediate and ongoing harm to Honeywell or others. During suspension, Buyer and Users will not have access to the SaaS and may be unable to access Input Data or Buyer Specific Data. Upon termination or expiry Buyer's SaaS Use Rights will expire and Buyer must cease use of the SaaS and delete all copies of SaaS documentation and credentials. Buyer will remain responsible for all Fees Buyer has accrued. Within a reasonable period of time after receipt of Buyer's

request made within 30 days after the effective date of expiry or termination, Honeywell will, to the extent technically practical and available as a generally available feature of the SaaS, provide a file of Buyer's Input Data and Buyer Specific Data in a commonly used format. Honeywell will have no other obligation to maintain or provide to Buyer Input Data or Buyer Specific Data and may thereafter, unless legally prohibited, delete all Buyer's Input Data and Buyer Specific Data in Honeywell's possession or control.

7. Buyer Specific Data. Unless agreed otherwise in writing by Honeywell or its Affiliates and Buyer or its Affiliates, Buyer owns and reserves all right, title and interest, including all intellectual property rights, in output data generated by the SaaS that identifies the Buyer or its Users ("**Buyer Specific Data**"). Buyer hereby grants to Honeywell a non-exclusive, transferable, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), royalty-free and fully paid-up right and license to use to use the Buyer-Specific Data to develop, operate, improve and support Honeywell's products, services and offerings. Honeywell may use Buyer-Specific Data for any other purpose provided it is in an anonymized form that does not identify Buyer or any data subjects. Buyer Specific Data is Buyer's Confidential Information (except if anonymized).

8. Know-how. Honeywell and its Affiliates and licensors own and reserve all right, title and interest, including all intellectual property rights: (i) in and to the SaaS and all derivative works, modifications and improvements of the SaaS; and (ii) in and to know-how and information (excluding Input Data and Buyer Specific Data) that is developed by Honeywell or its Affiliates by analyzing Input Data or Buyer Specific Data or generated via, or derived from, providing or supporting the SaaS ("**Know-how**"). The operation of the SaaS and Know-how is Honeywell's Confidential Information. Subject to Buyer's compliance with the terms and conditions of this Agreement (including acceptable use), Honeywell hereby grants to Buyer a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to use Know-how solely for its internal business purposes in connection with exercise of SaaS Use Rights.

9. Security. Security is governed by policies in the Order Form or if none are specified Honeywell will use commercially reasonable administrative, physical and technical safeguards designed to protect Personal Data, Input Data and Buyer Specific Data and follow industry-standard security practices, as set out in the Security Practices at <https://hwwl.co/securitypractices>. Buyer is solely responsible for costs or liability incurred due to unauthorized use or access through Buyer's or Users account credentials or systems and for security of on-premises software and hardware.

10. Third-Party Apps. The SaaS may contain features designed to interoperate with applications, software or platforms provided by Buyer or a third party ("**Third-Party Apps**"). Buyer's use of a Third-Party App is subject to a separate agreement between Buyer and the relevant third party. Buyer grants Honeywell all rights necessary for Honeywell to facilitate interoperation between such Third party Apps and the SaaS. Honeywell does not warrant or support Third-Party Apps and cannot guarantee their continued security, availability or performance. Buyer's use of a Third-Party App may enable transfer of Input Data, Buyer Specific Data or Personal Data outside of the SaaS and Buyer is solely responsible any liability or loss relating to such transfer.

11. Limitation. LIABILITY FOR BREACH OF SECTION 2 (USE RIGHTS) OR 4 (ACCEPTABLE USE) ARE NOT SUBJECT TO THE LIMITATION ON LIABILITY SET OUT IN SECTION 11.6 OF THE PART 2 AGREEMENT.

12. Disaster Recovery, Back up. Honeywell maintains disaster recovery and business continuity plans to manage material loss or failure in the facilities, equipment or technologies used to provide the SaaS ("**Disaster Failure**"). Unless agreed otherwise in writing, Honeywell does not offer account recovery of data separately from that of any other customer and Honeywell is not responsible if backups fail, are incomplete, or could not be performed or Input Data or Buyer Specific Data is lost or damaged. In the event of Disaster Failure Honeywell will use commercially reasonable efforts to restore to the most recently available backup. Honeywell's obligations set out in this section are Honeywell's sole obligations, and Buyer's sole and exclusive remedy, for Disaster Failure.

EXHIBIT K
SUMMARY OF INSTALLATION PRICE AND SAVINGS

A summary of the installation price, annual utility savings, and annual stipulated operational cost savings associated with each Energy Conservation Measure (ECM) is provided in the table below. The table below, along with the Scope of Work (Exhibit A), and the Services Agreement (Exhibit J) is provided to satisfy the requirements of the Minnesota Statutes Section 471.345 Subdivision 13.

ECM No.	Description	Installation Price	Annual Utility Savings	Annual Stipulated Operational Cost Savings
1	Lighting Upgrades	\$442,645	\$36,655	\$4,000
2	Building Envelope Upgrades	\$122,721	\$7,895	\$0
3	Controls Upgrades	\$290,402	\$4,656	\$0
4	Mechanical Upgrades	\$704,007	\$13,040	\$0
5	Solar Photovoltaic	\$4,896,095	\$111,838	\$58,491
6	CEM Monitor & Control	\$32,371	\$0	\$0
Total		\$6,488,241	\$174,084	\$62,491

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																						
Area Information					Lighting														Description			
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors					Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings			
CHARLEMSCHULZHIGHLANDARENA	1	2		MEETING RM	2,000	T5RA	14	72	2,016	LT3.1	14	29	798	1,218	EO	2	0	0	0	2X4 RECESS TROFFER: WITH (3) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLEMSCHULZHIGHLANDARENA	2	2		MEETING RM	0		0	0	0	LENS3	3	0	0	0		0	0	0	0		REPLACE 2X4 ACRYLIC TROFFER LENS	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	3	2		MEETING RM	8,760	X5	2	2	35	X2	2	2	35	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	NEW REPLACEMENT COMBO LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	4	2		MEETING RM STORAGE	500	T5RA	4	72	144	LT3.1	4	29	57	87	EO	1	0	0	0	2X4 RECESS TROFFER: WITH (3) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLEMSCHULZHIGHLANDARENA	5	1		CDH GIRLS HOCKEY LOCKER RM	2,500	T5RA	5	72	900	LT3	5	29	356	544	O3	2	1,500	214	142	2X4 RECESS TROFFER: WITH (3) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
CHARLEMSCHULZHIGHLANDARENA	5	1		CDH GIRLS HOCKEY ENTRY	4,535	LED5	1	15	68	LA	1	15	68	0		0	0	0	0	DISC: WITH 15 WATTS LED	LEAVE ALONE	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	6	1		CDH GIRLS HOCKEY SHOWER	2,500	V1RA	2	48	240	LT2.1	2	19	95	145	O3	0	1,500	57	38	4' VAPOR TIGHT: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	CONTROLLED BY MAP 5.0
CHARLEMSCHULZHIGHLANDARENA	7	1		CDH GIRLS HOCKEY TEAM RM	2,500	T3RA	13	48	1,560	LT2	13	19	618	943	O3	1	1,500	371	247	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
CHARLEMSCHULZHIGHLANDARENA	8	1		CDH GIRLS HOCKEY TEAM RM	2,500	LD9	3	15	113	LA	3	15	113	0	O3	0	1,500	68	45	15 WATT PAR30 LED LAMP	LEAVE ALONE	CONTROLLED BY MAP 7.0
CHARLEMSCHULZHIGHLANDARENA	9	1		CDH GIRLS HOCKEY TEAM RM	2,500	T3RA	13	48	1,560	LT2	13	19	618	943	O3	1	1,500	371	247	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
CHARLEMSCHULZHIGHLANDARENA	10	1		CDH GIRLS HOCKEY TEAM RM	2,500	LD9	3	15	113	LA	3	15	113	0	O3	0	1,500	68	45	15 WATT PAR30 LED LAMP	LEAVE ALONE	CONTROLLED BY MAP 9.0
CHARLEMSCHULZHIGHLANDARENA	11	1		CDH GIRLS HOCKEY EQUIP RM	1,000	T5RA	1	72	72	LT3.1	1	29	29	44		0	0	0	0	2X4 RECESS TROFFER: WITH (3) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	12	1		CDH BOYS HOCKEY LOCKER RM	2,500	T5RA	5	72	900	LT3	5	29	356	544	O3	2	1,500	214	142	2X4 RECESS TROFFER: WITH (3) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
CHARLEMSCHULZHIGHLANDARENA	12	1		CDH BOYS HOCKEY ENTRY	4,535	LED5	1	15	68	LA	1	15	68	0		0	0	0	0	DISC: WITH 15 WATTS LED	LEAVE ALONE	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	13	1		CDH BOYS HOCKEY SHOWER	2,500	V1RA	2	48	240	LT2.1	2	19	95	145	O3	0	1,500	57	38	4' VAPOR TIGHT: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	CONTROLLED BY MAP 12.0
CHARLEMSCHULZHIGHLANDARENA	14	1		CDH BOYS HOCKEY TEAM RM	2,500	T3RA	13	48	1,560	LT2	13	19	618	943	O3	1	1,500	371	247	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
CHARLEMSCHULZHIGHLANDARENA	15	1		CDH BOYS HOCKEY TEAM RM	2,500	LD9	5	15	188	LA	5	15	188	0		0	0	0	0	15 WATT PAR30 LED LAMP	LEAVE ALONE	LEAVE ALONE

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																						
Area Information					Lighting										Description							
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors					Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings			
CHARLEMSCHULZHIGHLANDARENA	16	1		CDH BOYS HOCKEY TEAM RM	2,500	T3RA	13	48	1,560	LT2	13	19	618	943	O3	1	1,500	371	247	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
CHARLEMSCHULZHIGHLANDARENA	17	1		CDH BOYS HOCKEY TEAM RM	2,500	LD9	5	15	188	LA	5	15	188	0		0	0	0	0	15 WATT PAR30 LED LAMP	LEAVE ALONE	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	18	1		CDH BOYS HOCKEY EQUIP RM	1,000	T5RA	1	72	72	LT3.1	1	29	29	44		0	0	0	0	2X4 RECESS TROFFER: WITH (3) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	19	2		CORNERSTONE RM (MEETING)	2,500	T2RA	11	48	1,320	LT2	11	19	523	798	O2	2	1,500	314	209	2X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LOW VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, (1) POWER PACK, PASSIVE INFRA-RED TECHNOLOGY
CHARLEMSCHULZHIGHLANDARENA	20	2		CORNERSTONE RM (MEETING)	8,760	X4	2	2	35	X1	2	2	35	0		0	0	0	0	EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE	NEW REPLACEMENT LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	21	2		CORNERSTONE RM (MEETING)	0	EM2	1	3	0	LA	1	3	0	0		0	0	0	0	EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	LEAVE ALONE	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	22			ICE RINK (NORTH ARENA)	4,535	HB10	21	590	56,189	LED3	21	323	30,761	25,428		0	0	0	0	2X4 HIGHBAY: WITH (6) 4' 54 WATT T5HO LAMPS, (2) HIGH PWR ELECTRONIC BALLASTS	NEW REPLACEMENT HIGH BAY WITH 323 WATT LED, WIRE GUARD	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	23	2		ICE RINK STANDS (NORTH ARENA)	4,535	W1RA	12	48	2,612	LT2	12	19	1,034	1,578		0	0	0	0	4' WRAP: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	24	2		ICE RINK STANDS (NORTH ARENA)	0		0	0	0	LENS2	6	0	0	0		0	0	0	0		REPLACE 4' WRAP LENS	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	25			ICE RINK (NORTH ARENA)	8,760	X5	3	2	53	X2	3	2	53	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	NEW REPLACEMENT COMBO LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	26			ICE RINK (NORTH ARENA)	8,760	X5	2	2	35	LA	2	2	35	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	27			ICE RINK (NORTH ARENA)	8,760	X4	1	2	18	LA	1	2	18	0		0	0	0	0	EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE	LEAVE ALONE	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	28	1		UNDER STANDS (STORAGE)	500	S5RA	8	96	384	LT4.1	8	38	152	232		0	0	0	0	8' STRIP: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) MAGNETIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	29	1		UNDER STANDS (STORAGE)	0	EM2	1	3	0	EM2	1	3	0	0		0	0	0	0	EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	REPLACE EXISTING EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	30	1		UNDER STANDS (STORAGE)	0	EM2	3	3	0	LA	2	3	0	0		0	0	0	0	EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	LEAVE ALONE	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	31	1		TEAM RM 8	2,720	ST3RA	6	48	783	LT2	6	19	310	473	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLEMSCHULZHIGHLANDARENA	32	1		TEAM RM 7	2,720	ST3RA	6	48	783	LT2	6	19	310	473	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																						
Area Information					Lighting										Description							
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors					Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings			
CHARLESMSCHULZHIGHLANDARENA	33	1		TEAM RM 6	2,720	ST3RA	6	48	783	LT2	6	19	310	473	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLESMSCHULZHIGHLANDARENA	34	1		TEAM RM 5	2,720	ST3RA	5	48	653	LT2	5	19	258	394	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLESMSCHULZHIGHLANDARENA	35	1		TEAM RM 5	2,720		0	0	0	LENS1	1	0	0	0		0	0	0	0		REPLACE 1X4 ACRYLIC TROFFER LENS	LEAVE ALONE
CHARLESMSCHULZHIGHLANDARENA	36	1		HALLWAY	3,175	ST3RA	3	48	457	LT2	3	19	181	276	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLESMSCHULZHIGHLANDARENA	37	1		LOBBY TO NORTH ARENA	4,535	ST3RA	10	48	2,177	LT2	10	19	862	1,315	O5	3	3,175	603	258	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS
CHARLESMSCHULZHIGHLANDARENA	37	1		LOBBY TO NORTH ARENA (NL)	8,760	ST3RA	2	48	841	LT2	2	19	333	508		0	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLESMSCHULZHIGHLANDARENA	37	1		LOBBY TO NORTH ARENA	8,760	X4	1	2	18	LA	1	2	18	0		0	0	0	0	EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE	LEAVE ALONE	LEAVE ALONE
CHARLESMSCHULZHIGHLANDARENA	37	1		LOBBY TO NORTH ARENA	8,760	X5	1	2	18	LA	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE
CHARLESMSCHULZHIGHLANDARENA	37	1		LOBBY TO NORTH ARENA	0	EM2	1	3	0	LA	1	3	0	0		0	0	0	0	EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	LEAVE ALONE	LEAVE ALONE
CHARLESMSCHULZHIGHLANDARENA	38	1		SKATE SHARPENING (NA)	2,000	ST3RA	2	48	192	LT2	2	19	76	116	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLESMSCHULZHIGHLANDARENA	39	1		TEAM RM 3	2,720	ST3RA	3	48	392	LT2	3	19	155	237	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLESMSCHULZHIGHLANDARENA	40	1		TEAM RM 4	2,720	ST3RA	3	48	392	LT2	3	19	155	237	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLESMSCHULZHIGHLANDARENA	41	1		ELEV EQUIP RM (NA)	500	I1RA	1	48	24	LT2.1	1	19	10	15		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLESMSCHULZHIGHLANDARENA	42	1		ELECTRICAL	500	S5RA	3	96	144	LT4.1	3	38	57	87		0	0	0	0	8' STRIP: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) MAGNETIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLESMSCHULZHIGHLANDARENA	43	1		ZAMBONI GARAGE	4,535	S5RA	5	96	2,177	LT4	5	38	862	1,315		0	0	0	0	8' STRIP: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) MAGNETIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLESMSCHULZHIGHLANDARENA	44	1		ZAMBONI GARAGE (NL)	8,760	S5RA	1	96	841	LT4	1	38	333	508		0	0	0	0	8' STRIP: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) MAGNETIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLESMSCHULZHIGHLANDARENA	45	1		ZAMBONI GARAGE (NL)	8,760	S2RA	1	48	420	LT2	1	19	166	254		0	0	0	0	4' STRIP: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																						
Area Information					Lighting														Description			
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors					Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings			
CHARLEMSCHULZHIGHLANDARENA	46	1		ZAMBONI GARAGE	8,760	X4	1	2	18	LA	1	2	18	0		0	0	0	0	EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE	LEAVE ALONE	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	47	1		ZAMBONI GARAGE	0	I1RA	6	48	0	LT2.2	6	19	0	0	EO	1	0	0	0	4' INDUSTRIAL: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLEMSCHULZHIGHLANDARENA	48	1		ZAMBONI GARAGE (NL)	8,760		1	0		LA	0					0	0	0	0		LEAVE ALONE	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	49	1		COMPRESSOR RM	500	I1RA	6	48	144	LT2.2	6	19	57	87	EO	1	0	0	0	4' INDUSTRIAL: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLEMSCHULZHIGHLANDARENA	50	1		COMPRESSOR RM	500	F3	1	23	12	LD2	1	9	5	7		0	0	0	0	23 WATT COMPACT FLUORESCENT SCREW-IN LAMP	RETROFIT WITH (1) 9 WATT A19 LED LAMP	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	51	1		COMPRESSOR RM	500	I1LD	1	30	15	LA	1	30	15	0		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	52	1		JANITOR	500	F2	2	18	18	LD2	2	9	9	9		0	0	0	0	18 WATT COMPACT FLUORESCENT SCREW-IN LAMP	RETROFIT WITH (1) 9 WATT A19 LED LAMP	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	53	1		LOCKER RM	2,000	ST3RA	1	48	96	LT2	1	19	38	58		0	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	54	1		LOBBY TO SOUTH ARENA	4,535	ST3RA	7	48	1,524	LT2	7	19	603	921	O5	1	3,175	422	181	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS
CHARLEMSCHULZHIGHLANDARENA	54	1		LOBBY TO SOUTH ARENA	8,760	X5	1	2	18	X2	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	NEW REPLACEMENT COMBO LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	54	1		LOBBY TO SOUTH ARENA	0		0	0	0	LENS1	1	0	0	0		0	0	0	0		REPLACE 1X4 ACRYLIC TROFFER LENS	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	55	1		LOBBY TO SOUTH ARENA (NL)	8,760	ST3RA	1	48	420	LT2	1	19	166	254		0	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	56	1		TEAM RM 2	4,535	ST3RA	6	48	1,306	LT2	6	19	517	789	O3	1	2,721	310	207	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
CHARLEMSCHULZHIGHLANDARENA	57	1		TEAM RM 1	4,535	ST3RA	6	48	1,306	LT2	6	19	517	789	O3	1	2,721	310	207	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
CHARLEMSCHULZHIGHLANDARENA	58	1		M. REST	4,535	ST3RA	3	48	653	LT2	3	19	258	395	O3	1	2,721	155	103	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
CHARLEMSCHULZHIGHLANDARENA	59	1		W. REST	4,535	ST3RA	3	48	653	LT2	3	19	258	395	O3	1	2,721	155	103	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
CHARLEMSCHULZHIGHLANDARENA	60			SOUTH ARENA	4,535	H88	45	296	60,406	LED1	45	174	35,509	24,897		0	0	0	0	2X4 HIGHBAY: WITH (8) 4' 32 WATT 8 LAMPS, (2) HIGH PWR ELECTRONIC BALLASTS	NEW REPLACEMENT HIGH BAY WITH 174 WATT LED, WIRE GUARD	LEAVE ALONE

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																							
Area Information					Lighting														Description				
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors					Existing Fixture	Proposed Fixture	Proposed Sensor	
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings				
CHARLEMSCHULZHIGHLANDARENA	61			SOUTH ARENA	4,535	V1LD	1	30	136	LA	1	30	136	0		0	0	0	0	4' VAPOR TIGHT: WITH (2) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	LEAVE ALONE	
CHARLEMSCHULZHIGHLANDARENA	62			SOUTH ARENA	8,760	X5	6	2	105	X2	6	2	105	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	NEW REPLACEMENT COMBO LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	
CHARLEMSCHULZHIGHLANDARENA	63	1		SOUTH ARENA STORAGES (NA)	500	C3	2	75	75	LD2	2	9	9	66		0	0	0	0	75 WATT A19 INCANDESCENT LAMP	RETROFIT WITH (1) 9 WATT A19 LED LAMP	LEAVE ALONE	
CHARLEMSCHULZHIGHLANDARENA	64	1		LOCKER RM	4,535	LED6	2	100	907	LA	2	100	907	0		0	0	0	0	2X2 HIGH BAY: WITH 100 WATTS LED	LEAVE ALONE	LEAVE ALONE	
CHARLEMSCHULZHIGHLANDARENA	65	1		LOCKER RM (JELLY JAR)	4,535	F3	1	23	104	LD2	1	9	41	63		0	0	0	0	23 WATT COMPACT FLUORESCENT SCREW-IN LAMP	RETROFIT WITH (1) 9 WATT A19 LED LAMP	LEAVE ALONE	
CHARLEMSCHULZHIGHLANDARENA	66	1		SKILLS RM	2,500	LED6	6	100	1,500	LA	6	100	1,500	0		0	0	0	0	2X2 HIGH BAY: WITH 100 WATTS LED	LEAVE ALONE	LEAVE ALONE	
CHARLEMSCHULZHIGHLANDARENA	67	1		SKILLS RM	8,760	X4	1	2	18	LA	1	2	18	0		0	0	0	0	EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE	LEAVE ALONE	LEAVE ALONE	
CHARLEMSCHULZHIGHLANDARENA	68	1		REST	1,500	LED5	1	15	23	LA	1	15	23	0		0	0	0	0	DISC: WITH 15 WATTS LED	LEAVE ALONE	LEAVE ALONE	
CHARLEMSCHULZHIGHLANDARENA	69	1		SOUTH REF RM	1,500	I1RA	1	48	72	LT2.1	1	19	29	44		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
CHARLEMSCHULZHIGHLANDARENA	70	1		OFFICE (NA)	1,500	ST3RA	4	48	288	LT2	4	19	114	174		EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLEMSCHULZHIGHLANDARENA	71	1		FIRST AID (NA)	1,500	ST3RA	2	48	144	LT2	2	19	57	87		EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
CHARLEMSCHULZHIGHLANDARENA	72	2		STAIRWELL	8,760	W1RA	1	48	420	LT2.2	1	19	166	254			0	0	0	0	4' WRAP: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	73	2		LOBBY TO NORTH ARENA	4,535	T1RA	26	96	11,319	LT4	26	38	4,481	6,839		O2	5	3,175	3,136	1,344	2X4 RECESS TROFFER: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LOW VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, (1) POWER PACK, PASSIVE INFRA-RED TECHNOLOGY
CHARLEMSCHULZHIGHLANDARENA	74	2		LOBBY TO NORTH ARENA (NL)	8,760	T1RA	3	96	2,523	LT4	3	38	999	1,524			0	0	0	0	2X4 RECESS TROFFER: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	75	2		LOBBY TO NORTH ARENA	8,760	X4	1	2	18	X1	1	2	18	0		0	0	0	0	EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE	NEW REPLACEMENT LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE	LEAVE ALONE	
CHARLEMSCHULZHIGHLANDARENA	76	2		LOBBY TO NORTH ARENA	0	EM2	1	3	0	EM2	1	3	0	0			0	0	0	0	EMERGENCY BATTERY BACK-UP BUG EYE FLOOD	REPLACE EXISTING EMERGENCY BATTERY BACK-UP BUG EYE FLOOD	LEAVE ALONE
CHARLEMSCHULZHIGHLANDARENA	77	2		LOBBY TO NORTH ARENA	0	EM2	2	3	0	LA	2	3	0	0			0	0	0	0	EMERGENCY BATTERY BACK-UP BUG EYE FLOOD	LEAVE ALONE	LEAVE ALONE

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																							
Area Information					Lighting															Description			
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors						Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings				
CHARLESMSCHULZHIGHLANDARENA	78	2		OFFICE	2,000	T1RA	2	96	384	LT4	2	38	152	232	O2	1	1,700	129	23	2X4 RECESS TROFFER: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LOW VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, (1) POWER PACK, PASSIVE INFRA-RED TECHNOLOGY	
CHARLESMSCHULZHIGHLANDARENA	79	2		BREAK RM	3,000	T1RA	2	96	576	LT4	2	38	228	348	O1	1	1,800	137	91	2X4 RECESS TROFFER: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY	
CHARLESMSCHULZHIGHLANDARENA	80	2		HALLWAY	4,535	T1RA	1	96	435	LT4	1	38	172	263		0	0	0	0	2X4 RECESS TROFFER: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
CHARLESMSCHULZHIGHLANDARENA	81	2		CONCESSIONS	2,000	T1RA	2	96	384	LT4	2	38	152	232	O2	1	1,400	106	46	2X4 RECESS TROFFER: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LOW VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, (1) POWER PACK, PASSIVE INFRA-RED TECHNOLOGY	
CHARLESMSCHULZHIGHLANDARENA	82	2		CUSTODIAL	500	T2RA	1	48	24	LT2.1	1	19	10	15		0	0	0	0	2X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
CHARLESMSCHULZHIGHLANDARENA	83	2		MEETING RM	3,000	T1RA	8	96	2,304	LT4	8	38	912	1,392	O2	1	1,800	547	365	2X4 RECESS TROFFER: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LOW VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, (1) POWER PACK, PASSIVE INFRA-RED TECHNOLOGY	
CHARLESMSCHULZHIGHLANDARENA	84	2		MISC (NA)	1,000	T2RA	2	48	96	LT2.1	2	19	38	58		0	0	0	0	2X4 RECESS TROFFER: WITH (2) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
CHARLESMSCHULZHIGHLANDARENA	85	2		M. REST	2,720	T1RA	3	96	783	LT4	3	38	310	473	EO	1	0	0	0	2X4 RECESS TROFFER: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
CHARLESMSCHULZHIGHLANDARENA	86	2		W. REST	2,720	T1RA	3	96	783	LT4	3	38	310	473	EO	1	0	0	0	2X4 RECESS TROFFER: WITH (4) 4' 25 & 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
CHARLESMSCHULZHIGHLANDARENA	87			EXTERIOR (WALL PACKS)	4,380	LED2	14	45	2,759	LA	14	45	2,759	0		0	0	0	0	FORWARD THROW WALL PACK: WITH 45 WATTS LED	LEAVE ALONE	LEAVE ALONE	
GUSTAFSONPHALENARENA	1	1		LOBBY	3,100	ST3R	20	59	3,658	LT2	20	19	1,178	2,480	O3	2	2,170	825	353	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY	
GUSTAFSONPHALENARENA	2	1		LOBBY	8,760	X4	1	2	18	X1	1	2	18	0		0	0	0	0	EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE	NEW REPLACEMENT LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE	LEAVE ALONE	
GUSTAFSONPHALENARENA	3	1		LOBBY	0	EM2	1	3	0	EM2	1	3	0	0		0	0	0	0	EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	REPLACE EXISTING EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	LEAVE ALONE	
GUSTAFSONPHALENARENA	4	1		CONCESSION SEATING	3,100	W1R	6	59	1,097	LT2	6	19	353	744	O3	1	2,170	247	106	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY	
GUSTAFSONPHALENARENA	5	1		CONCESSION SEATING	0	EM2	1	3	0	LA	1	3	0	0		0	0	0	0	EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	LEAVE ALONE	LEAVE ALONE	
GUSTAFSONPHALENARENA	6	1		STORAGE	500	W1R	2	59	59	LT2.1	2	19	19	40		0	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
GUSTAFSONPHALENARENA	7	1		CONCESSIONS	2,500	W1R	3	59	443	LT2	3	19	143	300	O2	1	1,750	100	43	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LOW VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, (1) POWER PACK, PASSIVE INFRA-RED TECHNOLOGY	

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																						
Area Information					Lighting														Description			
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors					Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings			
GUSTAFSONPHALENARENA	8	1		CONCESSIONS STORAGE	500	W1R	1	59	30	LT2.1	1	19	10	20		0	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
GUSTAFSONPHALENARENA	9	1		W. REST	2,500	ST3R	3	59	443	LT2	3	19	143	300	O3	1	1,500	86	57	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
GUSTAFSONPHALENARENA	10	1		CLOSET	500	C3	1	75	38	LD2.1	1	9	5	33		0	0	0	0	75 WATT A19 INCANDESCENT LAMP	RETROFIT WITH (1) 9 WATT A19 LED LAMP	LEAVE ALONE
GUSTAFSONPHALENARENA	11	1		M. REST	2,500	ST3R	3	59	443	LT2	3	19	143	300	O3	1	1,500	86	57	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
GUSTAFSONPHALENARENA	12	1		OFFICE	2,000	ST3R	3	59	354	LT2	3	19	114	240	O1	1	1,700	97	17	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY
GUSTAFSONPHALENARENA	13	1		HALLWAY	2,500	ST3R	2	59	295	LT2	2	19	95	200	O1	1	1,750	67	29	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY
GUSTAFSONPHALENARENA	14	1		LOCKER RM	2,500	ST3R	2	59	295	LT2	2	19	95	200	O1	1	1,500	57	38	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY
GUSTAFSONPHALENARENA	15	1		ZAMBONI GARAGE	3,100	I1R	6	59	1,097	LT2.2	6	19	353	744		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
GUSTAFSONPHALENARENA	16	1		SPRINKLER RM	500	I1LD	1	30	15	LA	1	30	15	0		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	LEAVE ALONE
GUSTAFSONPHALENARENA	17	1		SPRINKLER RM	500	LD4	1	15	8	LA	1	15	8	0		0	0	0	0	15 WATT A21 LED LAMP	LEAVE ALONE	LEAVE ALONE
GUSTAFSONPHALENARENA	18	1		ELEC / MECH	1,000	I1LD	5	30	150	LA	5	30	150	0		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	LEAVE ALONE
GUSTAFSONPHALENARENA	18	1		ELEC / MECH	8,760	X5	1	2	18	LA	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE
GUSTAFSONPHALENARENA	19			ICE RINK	3,100	HB8	46	296	42,210	LED1	46	174	24,812	17,397		0	0	0	0	2X4 HIGHBAY: WITH (8) 4' 32 WATT 8 LAMPS, (2) HIGH PWR ELECTRONIC BALLASTS	NEW REPLACEMENT HIGH BAY WITH 174 WATT LED, WIRE GUARD	LEAVE ALONE
GUSTAFSONPHALENARENA	20			ICE RINK	8,760	X5	5	2	88	LA	5	2	88	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE
GUSTAFSONPHALENARENA	21			ICE RINK	0	EM2	1	3	0	LA	1	3	0	0		0	0	0	0	EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	LEAVE ALONE	LEAVE ALONE
GUSTAFSONPHALENARENA	22	1		LOCKER RM A	1,810	W4R	2	112	405	LT4	2	38	138	268	EO	1	0	0	0	4' WRAP: WITH (4) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
GUSTAFSONPHALENARENA	23	1		LOCKER RM B	1,810	W4R	2	112	405	LT4	2	38	138	268	EO	1	0	0	0	4' WRAP: WITH (4) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																							
Area Information				Lighting															Description				
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors						Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings				
GUSTAFSONPHALENARENA	24	1		OFFICIALS LOCKER	1,810	V1R	1	59	107	LT2.1	1	19	34	72	EO	1	0	0	0	4' VAPOR TIGHT: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
GUSTAFSONPHALENARENA	25	2		UPPER MECH	500	C5	2	150	150	LD4.1	2	16	16	134		0	0	0	0	150 WATT A23 INCANDESCENT LAMP	RETROFIT WITH (1) 16 WATT A19 LED LAMP	LEAVE ALONE	
GUSTAFSONPHALENARENA	26	1		W. REST	1,810	W1R	2	59	214	LT2	2	19	69	145	EO	1	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
GUSTAFSONPHALENARENA	27	1		M. REST	1,810	W1R	2	59	214	LT2	2	19	69	145	EO	1	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
GUSTAFSONPHALENARENA	28	1		LOCKER RM C	1,810	W1R	4	59	427	LT2	4	19	138	290	EO	1	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
GUSTAFSONPHALENARENA	29	1		LOCKER RM D	1,810	W1R	4	59	427	LT2	4	19	138	290	EO	1	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
GUSTAFSONPHALENARENA	30	1		EXTERIOR (CANOPY)	4,380	LED1	2	30	263	LA	2	30	263	0		0	0	0	0	CANOPY: WITH 30 WATTS LED	LEAVE ALONE	LEAVE ALONE	
GUSTAFSONPHALENARENA	31	1		EXTERIOR (WALL PACK)	4,380	LED2	10	45	1,971	LA	10	45	1,971	0		0	0	0	0	FORWARD THROW WALL PACK: WITH 45 WATTS LED	LEAVE ALONE	LEAVE ALONE	
GUSTAFSONPHALENARENA	32	1		EXTERIOR (FLOOD)	4,380	LED3	2	30	263	LA	2	30	263	0		0	0	0	0	FLOOD: WITH 30 WATTS LED	LEAVE ALONE	LEAVE ALONE	
HARDINGARENA	1	1		LOBBY	2,000	ST3R	12	59	1,416	LT2	12	19	456	960	O5	2	1,400	319	137	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS	
HARDINGARENA	2	1		LOBBY	8,760	X5	1	2	18	LA	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE	
HARDINGARENA	3	1		W. REST	2,000	ST3R	3	59	354	LT2	3	19	114	240	O3	1	1,200	68	46	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY	
HARDINGARENA	4	1		CLOSET (NA)	500	C2	1	60	30	LD2	1	9	5	26		0	0	0	0	60 WATT A19 INCANDESCENT LAMP	RETROFIT WITH (1) 9 WATT A19 LED LAMP	LEAVE ALONE	
HARDINGARENA	5	1		M. REST	2,000	ST3R	3	59	354	LT2	3	19	114	240	O3	1	1,200	68	46	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY	
HARDINGARENA	6	1		OFFICE	1,800	ST3R	3	59	319	LT2	3	19	103	216	O1	1	1,530	87	15	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY	
HARDINGARENA	7	1		HALLWAY	2,000	ST3R	2	59	236	LT2	2	19	76	160	O1	1	1,400	53	23	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY	
HARDINGARENA	8	1		LOCKER / OFFICE	1,800	ST3R	2	59	212	LT2	2	19	68	144	O1	1	1,080	41	27	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY	

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																						
Area Information					Lighting														Description			
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors					Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings			
HARDINGARENA	9	1		ZAMBONI GARAGE	2,000	I1R	6	59	708	LT2.2	6	19	228	480		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
HARDINGARENA	10	1		SPRINKLER RM	500	C4	2	100	100	LD4.1	2	16	16	84		0	0	0	0	100 WATT A21 INCANDESCENT LAMP	RETROFIT WITH (1) 16 WATT A19 LED LAMP	LEAVE ALONE
HARDINGARENA	11	1		ELEC / MECH	1,000	I1LD	5	30	150	LA	5	30	150	0	EO	1	0	0	0	4' INDUSTRIAL: WITH (2) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	
HARDINGARENA	12			ICE RINK	2,000	HB8	45	296	26,640	LED1	45	174	15,660	10,980		0	0	0	0	2X4 HIGHBAY: WITH (8) 4' 32 WATT 8 LAMPS, (2) HIGH PWR ELECTRONIC BALLASTS	NEW REPLACEMENT HIGH BAY WITH 174 WATT LED, WIRE GUARD	LEAVE ALONE
HARDINGARENA	13			ICE RINK	8,760	X5	4	2	70	LA	4	2	70	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE
HARDINGARENA	14			ICE RINK	8,760	X5	1	2	18	X2	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	NEW REPLACEMENT COMBO LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE
HARDINGARENA	15			UNDER STAIRS (NA)	500	F2	1	18	9	LD2.1	1	9	5	5		0	0	0	0	18 WATT COMPACT FLUORESCENT SCREW-IN LAMP	RETROFIT WITH (1) 9 WATT A19 LED LAMP	LEAVE ALONE
HARDINGARENA	16	1		LOCKER RM 2	1,200	ST3R	4	59	283	LT2	4	19	91	192	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
HARDINGARENA	17	1		LOCKER RM 2	1,200	W1R	2	59	142	LT2	2	19	46	96	EO	1	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
HARDINGARENA	18	1		LOCKER RM 0	1,200	W1R	2	59	142	LT2	2	19	46	96	EO	1	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
HARDINGARENA	19	1		LOCKER RM 0	0		0	0	0	LENS2	2	0	0	0		0	0	0	0		REPLACE 4' WRAP LENS	LEAVE ALONE
HARDINGARENA	20	1		LOCKER RM 3	1,200	V1R	4	59	283	LT2.1	4	19	91	192	EO	1	0	0	0	4' VAPOR TIGHT: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
HARDINGARENA	21	1		LOCKER RM 3	0	EM2	1	3	0	LA	1	3	0	0		0	0	0	0	EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	LEAVE ALONE	LEAVE ALONE
HARDINGARENA	22	1		LOCKER RM 4	1,200	V1R	4	59	283	LT2.1	4	19	91	192	EO	1	0	0	0	4' VAPOR TIGHT: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
HARDINGARENA	23	1		LOCKER RM 4	0	EM2	1	3	0	LA	1	3	0	0		0	0	0	0	EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	LEAVE ALONE	LEAVE ALONE
HARDINGARENA	24	2		SHOOT & STICK HANDLING	1,800	HB6	8	222	3,197	LED4	8	132	1,901	1,296		0	0	0	0	2X4 HIGHBAY: WITH (6) 4' 32 WATT 8 LAMPS, (2) HIGH PWR ELECTRONIC BALLASTS	NEW REPLACEMENT HIGH BAY WITH 132 WATT LED, WIRE GUARD	LEAVE ALONE
HARDINGARENA	25			EXTERIOR (CANOPY)	4,380	LED1	1	30	131	LA	1	30	131	0		0	0	0	0	CANOPY: WITH 30 WATTS LED	LEAVE ALONE	LEAVE ALONE

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																							
Area Information				Lighting															Description				
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors						Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings				
HARDINGARENA	26			EXTERIOR (WALL PACK)	4,380	LED2	1	45	197	LA	1	45	197	0		0	0	0	0	FORWARD THROW WALL PACK: WITH 45 WATTS LED	LEAVE ALONE	LEAVE ALONE	
HARDINGARENA	27			EXTERIOR (FLOOD)	4,380	LED4	1	80	350	LA	1	80	350	0		0	0	0	0	FLOOD: WITH 80 WATTS LED	LEAVE ALONE	LEAVE ALONE	
KENYACKELWESTSIDEARENA	1			ICE RINK	2,000	HB8	45	296	26,640	LED1	45	174	15,660	10,980		0	0	0	0	2X4 HIGHBAY: WITH (8) 4' 32 WATT 8 LAMPS, (2) HIGH PWR ELECTRONIC BALLASTS	NEW REPLACEMENT HIGH BAY WITH 174 WATT LED, WIRE GUARD	LEAVE ALONE	
KENYACKELWESTSIDEARENA	2	1		ICE RINK ENTRY	2,000	W1R	1	59	118	LT2	1	19	38	80		0	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
KENYACKELWESTSIDEARENA	3			ICE RINK	8,760	X5	4	2	70	LA	4	2	70	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE	
KENYACKELWESTSIDEARENA	4			ICE RINK	8,760	X5	1	2	18	X2	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	NEW REPLACEMENT COMBO LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	
KENYACKELWESTSIDEARENA	5	1		TEAM RM 4	1,200	ST3R	4	59	283	LT2	4	19	91	192	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
KENYACKELWESTSIDEARENA	6	1		TEAM RM 4	0		0	0	0	LENS1	2	0	0	0		0	0	0	0		REPLACE 1X4 ACRYLIC TROFFER LENS	LEAVE ALONE	
KENYACKELWESTSIDEARENA	7	1		EDGE STORAGE (NA)	500	W1R	1	59	30	LT2.1	1	19	10	20		0	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
KENYACKELWESTSIDEARENA	8	2		UPPER STORAGE (NA)	500	I1R	2	59	59	LT2.1	2	19	19	40		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
KENYACKELWESTSIDEARENA	9	1		REF LOCKER RM	1,000	ST3R	1	59	59	LT2.1	1	19	19	40		0	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
KENYACKELWESTSIDEARENA	10	1		ZAMBONI GARAGE	1,800	I1R	7	59	743	LT2.2	7	19	239	504		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
KENYACKELWESTSIDEARENA	11	1		STORAGE	500	LD4	2	15	15	LA	2	15	15	0		0	0	0	0	15 WATT A21 LED LAMP	LEAVE ALONE	LEAVE ALONE	
KENYACKELWESTSIDEARENA	12	1		ELEC / MECH	1,000	I1R	2	59	118	LT2.2	2	19	38	80		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
KENYACKELWESTSIDEARENA	13	1		ELEC / MECH	1,000	I1LD	4	30	120	LA	4	30	120	0		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	LEAVE ALONE	
KENYACKELWESTSIDEARENA	14	1		LOCKER OFFICE	1,800	ST3R	2	59	212	LT2	2	19	68	144	O1	1	1,530	58	10	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY	
KENYACKELWESTSIDEARENA	15	1		LOCKER OFFICE	1,800	ST3R	4	59	425	LT2	4	19	137	288	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																								
Area Information				Lighting																Description				
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors							Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings					
KENYACKELWESTSIDEARENA	16	1		LOBBY	2,000	ST3R	12	59	1,416	LT2	12	19	456	960	O5	2	1,400	319	137	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS		
KENYACKELWESTSIDEARENA	17	1		LOBBY	0		0	0	0	LENS1	2	0	0	0		0	0	0	0		REPLACE 1X4 ACRYLIC TROFFER LENS	LEAVE ALONE		
KENYACKELWESTSIDEARENA	18	1		LOBBY	8,760	X5	1	2	18	LA	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE		
KENYACKELWESTSIDEARENA	19	1		W. REST	1,200	ST3R	3	59	212	LT2	3	19	68	144	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST			
KENYACKELWESTSIDEARENA	20	1		M. REST	1,200	ST3R	3	59	212	LT2	3	19	68	144	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST			
KENYACKELWESTSIDEARENA	21	1		TEAM RM 3	1,200	ST3R	4	59	283	LT2	4	19	91	192	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST			
KENYACKELWESTSIDEARENA	22	1		TEAM RM 1 ENTRY	1,200	ST3R	2	59	142	LT2	2	19	46	96	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST			
KENYACKELWESTSIDEARENA	22	1		TEAM RM 1	8,760	X5	1	2	18	LA	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE		
KENYACKELWESTSIDEARENA	23	1		TEAM RM 1	1,200	ST3R	6	59	425	LT2	6	19	137	288	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST			
KENYACKELWESTSIDEARENA	24	1		TEAM RM 1	0		0	0	0	LENS1	2	0	0	0		0	0	0	0		REPLACE 1X4 ACRYLIC TROFFER LENS	LEAVE ALONE		
KENYACKELWESTSIDEARENA	25	1		TEAM RM 2	1,200	ST3R	6	59	425	LT2	6	19	137	288	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST			
KENYACKELWESTSIDEARENA	26	2		UPPER STORAGE	500	LD4	1	15	8	LA	1	15	8	0		0	0	0	0	15 WATT A21 LED LAMP	LEAVE ALONE	LEAVE ALONE		
KENYACKELWESTSIDEARENA	27			EXTERIOR (WALL PACK)	4,380	LED2	9	45	1,774	LA	9	45	1,774	0		0	0	0	0	FORWARD THROW WALL PACK: WITH 45 WATTS LED	LEAVE ALONE	LEAVE ALONE		
KENYACKELWESTSIDEARENA	28			EXTERIOR (FLOOD)	4,380	LED4	3	80	1,051	LA	3	80	1,051	0		0	0	0	0	FLOOD: WITH 80 WATTS LED	LEAVE ALONE	LEAVE ALONE		
OSCARJOHNSONARENA	1	1		ENTRY	2,000	ST3R	1	59	118	LT2	1	19	38	80		0	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE		
OSCARJOHNSONARENA	2	1		ENTRY	2,000	ST3RE	1	59	118	LT2E	1	19	38	80		0	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST, (1) EMERGENCY BATTERY BACKUP BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST, (1) EMERGENCY BATTERY BACKUP DRIVER	LEAVE ALONE		
OSCARJOHNSONARENA	3	2		UPPER STORAGE	500	LD4	1	15	8	LA	1	15	8	0		0	0	0	0	15 WATT A21 LED LAMP	LEAVE ALONE	LEAVE ALONE		

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																						
Area Information					Lighting														Description			
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors					Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings			
OSCARJOHNSONARENA	4			ICE RINK	2,000	HB8	29	296	17,168	LED1	29	174	10,092	7,076		0	0	0	0	2X4 HIGHBAY: WITH (8) 4' 32 WATT 8 LAMPS, (2) HIGH PWR ELECTRONIC BALLASTS	NEW REPLACEMENT HIGH BAY WITH 174 WATT LED, WIRE GUARD	LEAVE ALONE
OSCARJOHNSONARENA	5	1		ICE RINK	8,760	X5	4	2	70	LA	4	2	70	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE
OSCARJOHNSONARENA	6	1		ICE RINK	8,760	X5	1	2	18	X2	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	NEW REPLACEMENT COMBO LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE
OSCARJOHNSONARENA	7	1		STORAGE (NA)	500	W1R	1	59	30	LT2.1	1	19	10	20		0	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
OSCARJOHNSONARENA	8	1		TEAM RM 4	1,200	ST3R	6	59	425	LT2	6	19	137	288	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
OSCARJOHNSONARENA	9	1		TEAM RM 4	0		0	0	0	LENS1	1	0	0	0		0	0	0	0		REPLACE 1X4 ACRYLIC TROFFER LENS	LEAVE ALONE
OSCARJOHNSONARENA	10	1		TEAM RM 3	1,200	ST3R	6	59	425	LT2	6	19	137	288	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
OSCARJOHNSONARENA	11	1		LOBBY	1,400	ST3R	11	59	909	LT2	11	19	293	616	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
OSCARJOHNSONARENA	12	1		LOBBY	8,760	X4	1	2	18	LA	1	2	18	0		0	0	0	0	EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE	LEAVE ALONE	LEAVE ALONE
OSCARJOHNSONARENA	13	1		LOBBY	0	EM2	1	3	0	LA	1	3	0	0		0	0	0	0	EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	LEAVE ALONE	LEAVE ALONE
OSCARJOHNSONARENA	14	1		LOCKER / STORAGE	500	ST3R	1	59	30	LT2	1	19	10	20	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
OSCARJOHNSONARENA	15	1		TEAM RM 1	1,200	ST3R	4	59	283	LT2	4	19	91	192	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
OSCARJOHNSONARENA	16	1		TEAM RM 2	1,200	ST3R	4	59	283	LT2	4	19	91	192	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
OSCARJOHNSONARENA	17	1		OFFICE	1,700	ST3R	2	59	201	LT2	2	19	65	136	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
OSCARJOHNSONARENA	18	1		W. REST	1,200	ST3R	2	59	142	LT2	2	19	46	96	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
OSCARJOHNSONARENA	19	1		M. REST	1,200	ST3R	2	59	142	LT2	2	19	46	96	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
OSCARJOHNSONARENA	20	1		MECHANICAL	500	S2R	1	59	30	LT2.1	1	19	10	20		0	0	0	0	4' STRIP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																						
Area Information					Lighting										Description							
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture				Occupancy Sensors					Existing Fixture	Proposed Fixture	Proposed Sensor	
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use				KWH Savings
OSCARJOHNSONARENA	21	1		MISC (NA)	500	I1R	1	59	30	LT2.1	1	19	10	20		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
OSCARJOHNSONARENA	22	1		ZAMBONI GARAGE	1,900	I1LD	5	30	285	LA	5	30	285	0		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	LEAVE ALONE
OSCARJOHNSONARENA	23	1		ELEC / MECH	1,000	S5R	2	112	224	LT4.1	2	38	76	148		0	0	0	0	8' STRIP: WITH (4) 4' 32 WATT T8 LAMPS, (1) MAGNETIC BALLAST	RETROFIT WITH (3) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
OSCARJOHNSONARENA	24	1		ELEC / MECH TASK	500	I1R	1	59	30	LT2.1	1	19	10	20		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
OSCARJOHNSONARENA	25	1		ELEC / MECH	8,760	X5	1	2	18	LA	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE
OSCARJOHNSONARENA	26			EXTERIOR (CANOPY)	4,380	LED1	2	30	263	LA	2	30	263	0		0	0	0	0	CANOPY: WITH 30 WATTS LED	LEAVE ALONE	LEAVE ALONE
OSCARJOHNSONARENA	27			EXTERIOR (WALL PACK)	4,380	H10	1	295	1,292	LED10	1	80	350	942		0	0	0	0	WALL PACK: WITH (1) 250 WATT HIGH PRESSURE SODIUM LAMP, (1) MAGNETIC BALLAST	NEW REPLACEMENT WALL PACK WITH 80 WATT LED, PHOTOCELL	LEAVE ALONE
PLEASANTARENA	1	1		OFFICE	2,000	ST3R	4	59	472	LT2	4	19	152	320	O1	1	1,700	129	23	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY
PLEASANTARENA	2	1		HALLWAY	2,500	ST3R	2	59	295	LT2	2	19	95	200	O1	1	1,750	67	29	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY
PLEASANTARENA	3	1		HALLWAY	0		0	0	0	LENS1	2	0	0	0		0	0	0	0		REPLACE 1X4 ACRYLIC TROFFER LENS	LEAVE ALONE
PLEASANTARENA	4	1		LOCKER RM	2,250	ST3R	1	59	133	LT2	1	19	43	90	O1	1	1,350	26	17	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY
PLEASANTARENA	5	1		LOCKER RM	0		0	0	0	LENS1	1	0	0	0		0	0	0	0		REPLACE 1X4 ACRYLIC TROFFER LENS	LEAVE ALONE
PLEASANTARENA	6	1		ZAMBONI GARAGE	2,765	I1LD	6	30	498	LA	6	30	498	0	EO	1	0	0	0	4' INDUSTRIAL: WITH (2) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	LEAVE ALONE
PLEASANTARENA	7	1		SPRINKLER RM	500	F2	2	18	18	LD2	2	9	9	9		0	0	0	0	18 WATT COMPACT FLUORESCENT SCREW-IN LAMP	RETROFIT WITH (1) 9 WATT A19 LED LAMP	LEAVE ALONE
PLEASANTARENA	8	1		ELEC / MECH	1,000	I1LD	6	30	180	LA	6	30	180	0		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	LEAVE ALONE
PLEASANTARENA	9	1		ELEC / MECH	8,760	X5	1	2	18	LA	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE
PLEASANTARENA	10	1		LOBBY	3,950	ST3R	8	59	1,864	LT2	8	19	600	1,264	O5	2	2,765	420	180	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																							
Area Information					Lighting															Description			
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors						Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings				
PLEASANTARENA	11	1		LOBBY	8,760	X5	1	2	18	LA	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE	
PLEASANTARENA	12	1		M. REST	3,950	ST3R	3	59	699	LT2	3	19	225	474	O3	1	2,370	135	90	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY	
PLEASANTARENA	13	1		W. REST	3,950	ST3R	3	59	699	LT2	3	19	225	474	O3	1	2,370	135	90	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY	
PLEASANTARENA	14	1		DANCE RM	3,950	ST3R	12	59	2,797	LT2	12	19	901	1,896	O5	2	2,765	630	270	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS	
PLEASANTARENA	15			ICE RINK	3,950	H88	45	296	52,614	LED1	45	174	30,929	21,686		0	0	0	0	2X4 HIGHBAY: WITH (8) 4' 32 WATT 8 LAMPS, (2) HIGH PWR ELECTRONIC BALLASTS	NEW REPLACEMENT HIGH BAY WITH 174 WATT LED, WIRE GUARD	LEAVE ALONE	
PLEASANTARENA	16			ICE RINK	8,760	X5	2	2	35	LA	2	2	35	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE	
PLEASANTARENA	17	2		UPPER STORAGE (NA)	500	C3	2	75	75	LD2.1	2	9	9	66		0	0	0	0	75 WATT A19 INCANDESCENT LAMP	RETROFIT WITH (1) 9 WATT A19 LED LAMP	LEAVE ALONE	
PLEASANTARENA	18	1		SPFSC CONF / STUDY RM	1,700	W1R	2	59	201	LT2	2	19	65	136	EO	1	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
PLEASANTARENA	19	1		SPFSC CONF / STUDY RM	0		0	0	0	LENS2	1	0	0	0		0	0	0	0		REPLACE 4' WRAP LENS	LEAVE ALONE	
PLEASANTARENA	20	1		SPFSC CLOSET	500	W1R	1	59	30	LT2.1	1	19	10	20	EO	1	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
PLEASANTARENA	21	1		SPFSC COACHES OF	1,700	W1R	2	59	201	LT2	2	19	65	136	EO	1	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
PLEASANTARENA	22	1		SPFSC COACHES OF	0		0	0	0	LENS2	2	0	0	0		0	0	0	0		REPLACE 4' WRAP LENS	LEAVE ALONE	
PLEASANTARENA	23	1		LOCKER RM 2	2,370	ST3R	6	59	839	LT2	6	19	270	569	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
PLEASANTARENA	24	1		LOCKER RM 1	2,370	ST3R	6	59	839	LT2	6	19	270	569	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		
PLEASANTARENA	25			EXTERIOR (FLOOD)	4,380	LED4	2	80	701	LA	2	80	701	0		0	0	0	0	FLOOD: WITH 80 WATTS LED	LEAVE ALONE	LEAVE ALONE	
PLEASANTARENA	26			EXTERIOR (WALL PACK)	4,380	LED2	4	45	788	LA	4	45	788	0		0	0	0	0	FORWARD THROW WALL PACK: WITH 45 WATTS LED	LEAVE ALONE	LEAVE ALONE	
SHOREVIEWARENA	1	1		LOBBY	2,100	ST3R	11	59	1,363	LT2	11	19	439	924	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST		

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																						
Area Information					Lighting														Description			
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors					Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings			
SHOREVIEWARENA	2	1		LOBBY	0	EM2	1	3	0	LA	1	3	0	0		0	0	0	0	EMERGENCY BATTERY BACK-UP BUGEYE FLOOD	LEAVE ALONE	LEAVE ALONE
SHOREVIEWARENA	3	1		LOBBY	8,760	X4	1	2	18	LA	1	2	18	0		0	0	0	0	EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE	LEAVE ALONE	LEAVE ALONE
SHOREVIEWARENA	4	1		LOCKER / STORAGE	500	ST3R	1	59	30	LT2.1	1	19	10	20		0	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
SHOREVIEWARENA	5	1		OFFICE	1,700	ST3R	2	59	201	LT2	2	19	65	136	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
SHOREVIEWARENA	6	1		TEAM RM 2	1,860	ST3R	4	59	439	LT2	4	19	141	298	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
SHOREVIEWARENA	7	1		TEAM RM 1	1,860	ST3R	4	59	439	LT2	4	19	141	298	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
SHOREVIEWARENA	8	1		MECHANICAL	500	S2R	1	59	30	LT2.1	1	19	10	20		0	0	0	0	4' STRIP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
SHOREVIEWARENA	9	1		M. REST	1,860	ST3R	1	59	110	LT2.1	1	19	35	74	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
SHOREVIEWARENA	10	1		W. REST	1,860	ST3R	1	59	110	LT2.1	1	19	35	74	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
SHOREVIEWARENA	11	1		STORAGE (NA)	500	ST3R	1	59	30	LT2.1	1	19	10	20		0	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
SHOREVIEWARENA	12	1		TEAM RM 3	1,860	ST3R	6	59	658	LT2	6	19	212	446	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
SHOREVIEWARENA	13	1		TEAM RM 4	1,860	ST3R	6	59	658	LT2	6	19	212	446	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
SHOREVIEWARENA	14	1		ELEC / MECH	1,000	S5LD	1	60	60	LA	1	60	60	0		0	0	0	0	8' STRIP: WITH (4) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	LEAVE ALONE
SHOREVIEWARENA	15	1		ELEC / MECH	1,000	S2LD	3	30	90	LA	3	30	90	0		0	0	0	0	4' STRIP: WITH (2) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	LEAVE ALONE
SHOREVIEWARENA	16	1		ZAMBONI GARAGE	3,000	I1R	5	59	885	LT2.1	5	19	285	600		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE
SHOREVIEWARENA	17	2		UPPER STORAGE	500	F4	1	26	13	LD4.1	1	16	8	5		0	0	0	0	26 WATT COMPACT FLUORESCENT SCREW-IN LAMP	RETROFIT WITH (1) 16 WATT A19 LED LAMP	LEAVE ALONE
SHOREVIEWARENA	17	2		MEZZANINE	3,100	F4	4	26	322	LD4.1	4	16	198	124		0	0	0	0	26 WATT COMPACT FLUORESCENT SCREW-IN LAMP	RETROFIT WITH (1) 16 WATT A19 LED LAMP	LEAVE ALONE

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																							
Area Information				Lighting															Description				
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors						Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings				
SHOREVIEWARENA	18	1		ENTRY	3,100	ST3R	1	59	183	LT2	1	19	59	124		0	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
SHOREVIEWARENA	19	1		ENTRY	3,100	ST3RE	1	59	183	LT2E	1	19	59	124		0	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST, (1) EMERGENCY BATTERY BACKUP BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST, (1) EMERGENCY BATTERY BACKUP DRIVER	LEAVE ALONE	
SHOREVIEWARENA	20			ICE RINK	3,100	HB8	53	296	48,633	LED1	53	174	28,588	20,045		0	0	0	0	2X4 HIGHBAY: WITH (8) 4' 32 WATT 8 LAMPS, (2) HIGH PWR ELECTRONIC BALLASTS	NEW REPLACEMENT HIGH BAY WITH 174 WATT LED, WIRE GUARD	LEAVE ALONE	
SHOREVIEWARENA	21	1		ICE RINK	8,760	X4	1	2	18	LA	1	2	18	0		0	0	0	0	EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE	LEAVE ALONE	LEAVE ALONE	
SHOREVIEWARENA	22	1		ICE RINK	8,760	X4	1	2	18	X1	1	2	18	0		0	0	0	0	EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE	NEW REPLACEMENT LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE	LEAVE ALONE	
SHOREVIEWARENA	23	1		ICE RINK	8,760	X5	2	2	35	X2	2	2	35	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	NEW REPLACEMENT COMBO LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	
SHOREVIEWARENA	24	1		ICE RINK	8,760	X5	1	2	18	X2	1	2	18	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	NEW REPLACEMENT COMBO LED EXIT SIGN WITH 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	
SHOREVIEWARENA	25	1		EXTERIOR (WALL PACK)	4,380	H10	2	295	2,584	LED11	2	45	394	2,190		0	0	0	0	WALL PACK: WITH (1) 250 WATT HIGH PRESSURE SODIUM LAMP, (1) MAGNETIC BALLAST	NEW REPLACEMENT WALL PACK WITH 45 WATT LED, PHOTOCCELL	LEAVE ALONE	
SHOREVIEWARENA	26	1		EXTERIOR (JELLY JAR)	4,380	F3	1	23	101	LD2.1	1	9	39	61		0	0	0	0	23 WATT COMPACT FLUORESCENT SCREW-IN LAMP	RETROFIT WITH (1) 9 WATT A19 LED LAMP	LEAVE ALONE	
SHOREVIEWARENA	27	1		EXTERIOR (WALL PACK)	4,380	LED2	2	45	394	LA	2	45	394	0		0	0	0	0	FORWARD THROW WALL PACK: WITH 45 WATTS LED	LEAVE ALONE	LEAVE ALONE	
SHOREVIEWARENA	28	1		EXTERIOR (FLOOD)	4,380	LED4	5	80	1,752	LA	5	80	1,752	0		0	0	0	0	FLOOD: WITH 80 WATTS LED	LEAVE ALONE	LEAVE ALONE	
SHOREVIEWARENA	29	1		EXTERIOR (CANOPY)	4,380	LED1	2	30	263	LA	2	30	263	0		0	0	0	0	CANOPY: WITH 30 WATTS LED	LEAVE ALONE	LEAVE ALONE	
SHOREVIEWARENA	30	1		EXTERIOR	4,380	LD9	2	15	131	LA	2	15	131	0		0	0	0	0	15 WATT PAR30 LED LAMP	LEAVE ALONE	LEAVE ALONE	
WHITEBEARARENA	1	1		ZAMBONI GARAGE	2,400	I1LD	6	30	432	LA	6	30	432	0		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	LEAVE ALONE	
WHITEBEARARENA	2	1		ELEC / MECH	1,000	I1LD	6	30	180	LA	6	30	180	0		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 15 WATT T8 LED LAMPS	LEAVE ALONE	LEAVE ALONE	
WHITEBEARARENA	3	1		STORAGE	500	LD4	1	15	8	LA	1	15	8	0		0	0	0	0	15 WATT A21 LED LAMP	LEAVE ALONE	LEAVE ALONE	
WHITEBEARARENA	4	1		LOCKER RM	2,500	ST3R	1	59	148	LT2.1	1	19	48	100		01	1	1,500	29	19	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Project Room by Room Report																						
Area Information					Lighting										Description							
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors					Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings			
WHITEBEARARENA	5	1		HALLWAY	2,500	ST3R	2	59	295	LT2	2	19	95	200	O1	1	1,750	67	29	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY
WHITEBEARARENA	6	1		OFFICE	2,000	ST3R	4	59	472	LT2	4	19	152	320	O1	1	1,700	129	23	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE WALL MOUNTED SENSOR WITH 180 DEGREE LENS, SINGLE POLE SWITCH, PASSIVE INFRA-RED TECHNOLOGY
WHITEBEARARENA	7	1		LOBBY	1,620	ST3R	16	59	1,529	LT2	16	19	492	1,037	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
WHITEBEARARENA	7	1		LOBBY	8,760	X5	1	2	18	LA	1	2	18	0	0	0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE
WHITEBEARARENA	8	1		W. REST	2,500	ST3R	3	59	443	LT2	3	19	143	300	O3	1	1,500	86	57	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
WHITEBEARARENA	9	1		M. REST	2,500	ST3R	3	59	443	LT2	3	19	143	300	O3	1	1,500	86	57	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	OCCUPANCY SENSOR: (1) LINE VOLTAGE CEILING MOUNTED SENSOR WITH 360 DEGREE LENS, DUAL TECHNOLOGY
WHITEBEARARENA	10	1		LOCKER RM HALLWAY	1,620	ST3R	1	59	96	LT2	1	19	31	65	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
WHITEBEARARENA	11	1		LOCKER RM HALLWAY	1,620	ST3RE	1	59	96	LT2E	1	19	31	65	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST, (1) EMERGENCY BATTERY BACKUP BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST, (1) EMERGENCY BATTERY BACKUP DRIVER	
WHITEBEARARENA	12	1		LOCKER RM HALLWAY	8,760	X4	1	2	18	LA	1	2	18	0	0	0	0	0	0	EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE	LEAVE ALONE	LEAVE ALONE
WHITEBEARARENA	13	1		LOCKER RM 1	1,620	ST3R	6	59	573	LT2	6	19	185	389	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
WHITEBEARARENA	14	1		LOCKER RM 2	1,620	ST3R	6	59	573	LT2	6	19	185	389	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
WHITEBEARARENA	15	1		LOCKER RM 2	0		0	0	0	LENS1	2	0	0	0	0	0	0	0	0		REPLACE 1X4 ACRYLIC TROFFER LENS	LEAVE ALONE
WHITEBEARARENA	16	1		LOCKER RM 3	1,620	ST3R	4	59	382	LT2	4	19	123	259	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
WHITEBEARARENA	16	1		LOCKER RM 3	0		0	0	0	LENS1	2	0	0	0	0	0	0	0	0		REPLACE 1X4 ACRYLIC TROFFER LENS	LEAVE ALONE
WHITEBEARARENA	17	1		LOCKER RM 4	1,620	ST3R	3	59	287	LT2	3	19	92	194	EO	1	0	0	0	1X4 RECESS TROFFER: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	
WHITEBEARARENA	18	1		LOCKER RM 4	0		0	0	0	LENS1	2	0	0	0	0	0	0	0	0		REPLACE 1X4 ACRYLIC TROFFER LENS	LEAVE ALONE
WHITEBEARARENA	19	2		UPPER STORAGE	500	LD4	1	15	8	LA	1	15	8	0	0	0	0	0	0	15 WATT A21 LED LAMP	LEAVE ALONE	LEAVE ALONE

**EXHIBIT A1
LIGHTING ROOM-BY-ROOM REPORT**

Project Room by Room Report

Area Information				Lighting															Description				
Bld	Map	Flr	Rm #	Description	Burn	Existing Fixture				Proposed Fixture					Occupancy Sensors						Existing Fixture	Proposed Fixture	Proposed Sensor
						Type	Qty	Watts	KWH Use	Type	Qty	Watts	KWH Use	KWH Savings	Type	Qty	Burn	KWH Use	KWH Savings				
WHITEBEARARENA	20	2		UPPER STORAGE (NA)	500	I1R	2	59	59	LT2.1	2	19	19	40		0	0	0	0	4' INDUSTRIAL: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
WHITEBEARARENA	21	1		STORAGE (NA)	500	W1R	1	59	30	LT2.1	1	19	10	20		0	0	0	0	4' WRAP: WITH (2) 4' 32 WATT T8 LAMPS, (1) ELECTRONIC BALLAST	RETROFIT WITH (2) 4' 12 WATT T8 LED LAMPS, BY-PASS AND REMOVE BALLAST	LEAVE ALONE	
WHITEBEARARENA	22			ICE RINK	2,700	H88	45	296	35,964	LED1	45	174	21,141	14,823		0	0	0	0	2X4 HIGHBAY: WITH (8) 4' 32 WATT 8 LAMPS, (2) HIGH PWR ELECTRONIC BALLASTS	NEW REPLACEMENT HIGH BAY WITH 174 WATT LED, WIRE GUARD	LEAVE ALONE	
WHITEBEARARENA	23			ICE RINK	8,760	X5	5	2	88	LA	5	2	88	0		0	0	0	0	COMBO EXIT SIGN WITH (1) 2 WATT LED LIGHT ENGINE, EMERGENCY FLOOD HEADS	LEAVE ALONE	LEAVE ALONE	
WHITEBEARARENA	24			EXTERIOR (WALL PACK)	4,380	LED2	7	45	1,380	LA	7	45	1,380	0		0	0	0	0	FORWARD THROW WALL PACK: WITH 45 WATTS LED	LEAVE ALONE	LEAVE ALONE	
WHITEBEARARENA	25			EXTERIOR (FLOOD)	4,380	LED4	4	80	1,402	LA	4	80	1,402	0		0	0	0	0	FLOOD: WITH 80 WATTS LED	LEAVE ALONE	LEAVE ALONE	

Exhibit J-1 & J-2

Baseline Operating Parameters & Guarantee Period Operating Parameters

building	space	unit	schedule	Occupied		Unoccupied	
				HTG SP	CLG SP	HTG SP	CLG SP
Parks and Rec Office	Workshop	RTU	7-day: 5:30am - 2:30pm	66	71	55	85
	Inventory office	Furnace	M-F: 6am - 3pm	70	75	66	75
	misc offices 1	Furnace	M-F: 6:30am - 5pm	73	73	66	82
	misc offices 2	Furnace	M-F: 6:30am - 5pm	70	74	66	76
			S-S: 6:30am - 5pm	68	74	68	76
	misc offices 3	Furnace	M-F: 7am - 5pm	66	74	64	78
			S-S: 6am - 10pm	68	78	68	82
	misc offices 4	Furnace	M-F: 7am - 10pm	70	70	67	67
	misc offices 5	Furnace	M-F: 6am - 10pm	69	78	62	82
	misc offices 6	Furnace	M-F: 7am - 5pm	71	73	68	78
S-S: 7am - 5pm			68	74	68	78	
Garage	IR heaters	24/7	62-67		62-67		
Garage offices	elec UHs	24/7	71		71		
West Side Arena	Locker Rooms	Furnace	M-F: 1:45pm - 10:30pm	72	85	68	85
			S-S: 1:45pm - 10:30pm	70	85	68	85
	Offices	Furnace	M-F: 1:30pm - 11pm	70		65	
			S-S: 6:30am - 4pm	70		65	
Chiller zamboni areas	IR heaters	24/7	65		65		
Oscar Johnson Arena	Locker Rooms	Furnace	M-F: 2:30pm - 10:30pm	74		55	
			S-S: 6:30am - 10:30pm	74		55	
	Offices	Furnace	M-F: 2:30pm - 10:30pm	74		57	
			S-S: 6:30am - 10:30pm	74		55	
Chiller zamboni areas	IR heaters	24/7	65		65		
Shoreview Arena	Locker Rooms	Furnace	M-F: 2:30pm - 10:30pm	70		55	
			S-S: 6:30am - 10:30pm	71		55	
	Offices	Furnace	M-F: 2:30pm - 10:30pm	70		65	76
			S-S: 6:30am - 10:30pm	71		65	76
Chiller zamboni areas	IR heaters	24/7	65		65		
White Bear Arena	Locker Rooms	Furnace	7-day: 6am - 10pm	70		64	
	Offices	Furnace	7-day: 6am - 10pm	70		64	
	Chiller zamboni areas	IR heaters	24/7	65		65	

Exhibit J-3

Baseline Conditions, Utility Use, Utility Unit Costs

No.	BUILDING NAME	GROSS AREA (Sq.Ft.)	UTILITIES						UTILITIES			
			ELECTRIC						Natural Gas			
			CHARGES (S)	CONSUMED (KWH)	Winter (kW)	Summer (kW)	RATE (S / KWh)	(KBTU/Sq.Ft.)	CHARGES (S)	CONSUMED therms	RATE S /therms	(KBTU/Sq.Ft.)
1	Ramsey County Parks and Recreation Offices	64,000	\$22,707	148,120	592	296	\$0.1533	8	\$14,497	14,971	\$0.9684	23
2	Aldrich Arena	41,396	\$86,425	726,021	2,904	1,452	\$0.1190	60	\$29,862	31,935	\$0.9351	77
3	TCO Sports Garden	163,700	\$337,298	2,906,208	11,625	5,812	\$0.1161	61	\$54,171	67,979	\$0.7969	42
4	Ken Yackel-West Side Arena	25,920	\$21,925	139,280	557	279	\$0.1574	18	\$13,300	13,197	\$1.0078	51
5	Oscar Johnson Arena	26,400	\$29,223	184,240	737	368	\$0.1586	24	\$12,045	12,085	\$0.9967	46
6	Shoreview Ice Arena	26,400	\$35,875	246,680	987	493	\$0.1454	32	\$12,477	13,437	\$0.9285	51
7	White Bear Lake Arena	25,920	\$31,825	204,560	818	409	\$0.1556	27	\$12,150	13,443	\$0.9038	52
8	Charles M. Schulz-Highland Arena	57,120	\$147,338	1,180,985	4,724	2,362	\$0.1248	71	\$35,434	39,201	\$0.9039	69
9	Gustafson-Phalen Arena	28,560	\$34,384	231,840	927	464	\$0.1483	28	\$15,681	16,298	\$0.9621	57
10	Harding Arena	28,560	\$27,307	164,000	656	328	\$0.1665	20	\$13,302	12,011	\$1.1075	42
11	Pleasant Arena	29,520	\$90,810	711,440	2,846	1,423	\$0.1276	82	\$37,217	42,347	\$0.8789	143

Notes:

1. Utility Base Year is January 2023 to December 2023.
2. Annual Utility Escalation Rate = 4.0%.

**Exhibit J-4 Engineered Cost Avoidance Calculations
Ramsey County MN - Ramsey County MN
Lighting Upgrades – Savings Calculations**

Savings Calculation

kWh Savings = Existing kWh - Proposed kWh

Peak kW Savings = (Existing Watts - Proposed Watts) * (1 kW/1000 W)

Annual kW Savings = Peak kW Savings x (Winter Diversity x # of months + Summer Diversity x # of months)

See lighting survey sheets for details.

	Demand Diversity	Number of Months
Winter	1	8
Summer	1	4

Lighting Retrofit 9780 Safety Factor 100% **1779,4138**

Facility	Existing	Existing	Proposed	Proposed	Peak kW	Annual kW	kWh	Cost	Guaranteed Savings		
	Watts	kWh	Watts	kWh	Savings	Savings	Savings	Savings	Annual kW Savings	kWh Savings	Cost Savings
1 Ramsey County Parks ar	0	0	0	0	0	0	0	\$0	0	0	\$0
2 Aldrich Arena	0	0	0	0	0	0	0	\$0	0	0	\$0
3 TCO Sports Garden	0	0	0	0	0	0	0	\$0	0	0	\$0
4 Ken Yackel-West Side A	17680	34,893	7900	16,633	9.78	117	18,260	\$3,356	117.36	18,260	\$3,356
5 Oscar Johnson Arena	11940	22,554	6280	12,224	5.66	68	10,330	\$1,915	67.92	10,330	\$1,915
6 Shoreview Ice Arena	19830	59,766	8770	26,836	11.06	133	32,930	\$4,675	132.72	32,930	\$4,675
7 White Bear Lake Arena	17490	44,919	7990	21,315	9.5	114	23,604	\$3,707	114	23,604	\$3,707
8 Charles M. Schulz-High	44880	176,104	23280	93,710	21.6	259	82,394	\$10,104	259.2	82,394	\$10,104
9 Gustafson-Phalen Arena	19000	55,601	8270	25,003	10.73	129	30,598	\$4,629	128.76	30,598	\$4,629
10 Harding Arena	18470	35,642	8260	16,264	10.21	123	19,378	\$3,575	122.52	19,378	\$3,575
11 Pleasant Arena	17160	64,012	7630	28,638	9.53	114	35,374	\$4,693	114.36	35,374	\$4,693
Total	166,450	493,491	78,380	240,623	88.07	1057	252,868	\$36,655	1056.84	252,868	\$36,655

**Exhibit J-4 Engineered Cost Avoidance Calculations
Ramsey County MN - Ramsey County MN
Lighting Upgrades Heating/Cooling Impact**

Savings Calculation

Increased Heating = (Heating Hours) / (8760 Hrs/yr) x (Lighting kWh Savings) x (% Heat to HVAC) / (0.003413 MMBtu/kWh)

Increased Fuel = (Increased Heating) / (Boiler Efficiency)

Reduced Cooling = (Cooling Hours) / (8760 Hrs/yr) x (Lighting kWh Savings) x (% Heat to HVAC) / (3413 Btu/kWh) / (12,000 Btu/ton-hr)

Reduced Energy (kWh) = (Reduced Cooling) x (Cooling kW/ton)

Lighting Retrofit

Facility	Heating Enable Temp	Heating Hours	Boiler Efficiency	% Heat to HVAC	Increased Heating (MMBtu)	Increased Fuel Use (MMBtu)	Increased Heating Cost	Cooling Enable Temp	Cooling Hours	Cooling Efficiency (kW/ton)	Reduced Cooling (ton-hr)	Reduced Cooling (kWh)	Reduced Cooling Cost	Net Cost Saving
Ramsey County Par	55	5116.89	80%	85%	0.0	0.0	\$0	65	2805.07	1.20	0.0	0.0	\$0	\$0
Aldrich Arena	55	5116.89	80%	85%	0.0	0.0	\$0	65	2805.07	1.20	0.0	0.0	\$0	\$0
TCO Sports Garder	55	5116.89	80%	85%	0.0	0.0	\$0	65	2805.07	1.20	0.0	0.0	\$0	\$0
Ken Yackel-West S	55	5116.89	80%	85%	30.9	38.7	\$372	65	2805.07	1.20	1413.6	1696.3	\$165	\$3,149
Oscar Johnson Arei	55	5116.89	80%	85%	17.5	21.9	\$207	65	2805.07	1.20	799.7	959.6	\$93	\$1,801
Shoreview Ice Arer	55	5116.89	80%	85%	55.8	69.7	\$617	65	2805.07	1.20	2549.2	3059.0	\$269	\$4,328
White Bear Lake A	55	5116.89	80%	85%	40.0	50.0	\$430	65	2805.07	1.20	1827.3	2192.7	\$202	\$3,480
Charles M. Schulz-	55	5116.89	80%	85%	139.6	174.5	\$1,551	65	2805.07	1.20	6378.4	7654.0	\$675	\$9,228
Gustafson-Phalen A	55	5116.89	80%	85%	51.8	64.8	\$600	65	2805.07	1.20	2368.7	2842.4	\$269	\$4,298
Harding Arena	55	5116.89	80%	85%	32.8	41.0	\$434	65	2805.07	1.20	1500.1	1800.1	\$179	\$3,320
Pleasant Arena	55	5116.89	80%	85%	59.9	74.9	\$648	65	2805.07	1.20	2738.4	3286.1	\$293	\$4,339
Total					428.4	535.5	\$4,858				19575.24	23490.29	\$2,146	\$33,943

**Exhibit J-4 Engineered Cost Avoidance Calculations
 Ramsey County MN - Ramsey County MN
 Building Envelope Upgrades – Savings Calculations Summary**

Safety Factor: 96%

Facility	Hole Area (SF)	Boiler Efficiency:	Fuel Savings (MMBtu)	Rate (Natural Gas or None)	Cost Savings	Guaranteed Savings		Natural Gas (Y=1/N=0)	Hole Area (SF)	Fuel Savings (MMBtu)
						Fuel Savings (MMBtu)	Cost Savings			
Ramsey County Parks and Recreat	6.82	80%	227.3	Natural Gas	\$2,202	218.2	\$2,114	1	6.8	227.3
Aldrich Arena	0.00	80%	0.0	Natural Gas	\$0	0.0	\$0	1	0.0	0.0
TCO Sports Garden	0.00	80%	0.0	Natural Gas	\$0	0.0	\$0	1	0.0	0.0
Ken Yackel-West Side Arena	2.14	80%	71.3	Natural Gas	\$687	68.5	\$659	1	2.1	71.3
Oscar Johnson Arena	0.71	80%	23.7	Natural Gas	\$224	22.7	\$215	1	0.7	23.7
Shoreview Ice Arena	0.71	80%	23.7	Natural Gas	\$209	22.7	\$201	1	0.7	23.7
White Bear Lake Arena	2.35	80%	78.3	Natural Gas	\$673	75.2	\$646	1	2.4	78.3
Charles M. Schulz-Highland Arena	6.15	80%	205.0	Natural Gas	\$1,822	196.8	\$1,749	1	6.2	205.0
Gustafson-Phalen Arena	2.81	80%	93.7	Natural Gas	\$867	89.9	\$832	1	2.8	93.7
Harding Arena	2.54	80%	84.7	Natural Gas	\$895	81.3	\$860	1	2.5	84.7
Pleasant Arena	2.24	80%	74.7	Natural Gas	\$646	71.7	\$620	1	2.2	74.7
Grand Total	26.47	80%	882.2		\$8,224	846.9	\$7,895		26.5	882.2
	Natural Gas		882.2		\$8,224	846.9	\$7,895			
	Firm Gas		0		\$0	0.0	\$0			
	None									

Safety Factor: 96%

Facility	Hole Area (SF)	% of Space Cooled	Default Cooling Efficiency (kW/ton)	Electric Cooling Savings (kWh)	Cost Savings	Guaranteed Savings		Hole Area (SF)	Electric Cooling Savings (kWh)
						Electric Cooling Savings (kWh)	Cost Savings		
Ramsey County Parks and Recreat	6.82	31%	1.20	314.3	\$29	301.7	\$28	6.8	1005.7
Aldrich Arena	0.00	0%	1.20	0.0	\$0	0.0	\$0	0.0	0.0
TCO Sports Garden	0.00	0%	1.20	0.0	\$0	0.0	\$0	0.0	0.0
Ken Yackel-West Side Arena	2.14	0%	1.20	0.0	\$0	0.0	\$0	2.1	315.6
Oscar Johnson Arena	0.71	0%	1.20	0.0	\$0	0.0	\$0	0.7	104.7
Shoreview Ice Arena	0.71	0%	1.20	0.0	\$0	0.0	\$0	0.7	104.7
White Bear Lake Arena	2.35	0%	1.20	0.0	\$0	0.0	\$0	2.4	346.6
Charles M. Schulz-Highland Arena	6.15	0%	1.20	0.0	\$0	0.0	\$0	6.2	906.9
Gustafson-Phalen Arena	2.81	0%	1.20	0.0	\$0	0.0	\$0	2.8	414.4
Harding Arena	2.54	0%	1.20	0.0	\$0	0.0	\$0	2.5	374.6
Pleasant Arena	2.24	0%	1.20	0.0	\$0	0.0	\$0	2.2	330.3
Grand Total	26.47		1.20	314.3	\$29	301.7	\$28	26.5	3903.5

Facility	Description	Area (ft ²)	Airflow (CFM)	Fuel Savings (MMBtu)	Electric Cooling Savings (kWh)	Area (ft ²)	Airflow (CFM)	Fuel Savings (MMBtu)	Electric Cooling Savings (kWh)
Ramsey County Parks and Recreat	Doors: weatherstrip all sides	6.82	883.9	227.3	314.3	6.82	883.9	227.3	1,005.7
Charles M. Schulz-Highland Arena	Doors: weatherstrip all sides	6.15	797.1	205.0	0.0	6.15	797.1	205.0	906.9
Gustafson-Phalen Arena	Doors: weatherstrip all sides	2.81	364.2	93.7	0.0	2.81	364.2	93.7	414.4
Harding Arena	Doors: weatherstrip all sides	2.54	329.2	84.7	0.0	2.54	329.2	84.7	374.6
Ken Yackel-West Side Arena	Doors: weatherstrip all sides	2.14	277.4	71.3	0.0	2.14	277.4	71.3	315.6
Oscar Johnson Arena	Doors: weatherstrip all sides	0.71	92.0	23.7	0.0	0.71	92.0	23.7	104.7
Pleasant Arena	Doors: weatherstrip all sides	2.24	290.3	74.7	0.0	2.24	290.3	74.7	330.3
Shoreview Ice Arena	Doors: weatherstrip all sides	0.71	92.0	23.7	0.0	0.71	92.0	23.7	104.7
White Bear Lake Arena	Doors: weatherstrip all sides	2.35	304.6	78.3	0.0	2.35	304.6	78.3	346.6
Total/Average		26.47	3,430.8	882.2	314.3	26.47	3,430.8	882.2	3,903.5

**Exhibit J-4 Engineered Cost Avoidance Calculations
 Ramsey County MN - Ramsey County MN
 Control Upgrades – Savings Calculations**

KMSP	5640 Hours		Park & Rec	9790 Supply CF	1270 OSA CFM	13%
	Mid-pts	DB (F)	1.2 kw/ton	66.3 Heating SP	55 Cooling SP	
		Hrs		Ton-Hrs kWh		
	91	90 to 92	5	34	41.15	
	89	88 to 90	6	39	46.63	
	87	86 to 88	17	104	124.36	
	85	84 to 86	37	211	253.75	
	83	82 to 84	59	315	377.65	
	81	80 to 82	65	322	386.33	
	79	78 to 80	77	352	422.45	
	77	76 to 78	61	256	306.78	6,271.41 kWh
	75	74 to 76	113	431	516.64	
	73	72 to 74	148	507	608.99	
	71	70 to 72	184	561	673.00	
	69	68 to 70	267	712	854.51	
	67	66 to 68	206	MMBTU 440.70	MMBTU 471	565.10
	65	64 to 66	187	356	427.48	
	63	62 to 64	172	262	314.55	
	61	60 to 62	153	175	209.85	
	59	58 to 60	94	72	85.95	
	57	56 to 58	123	47	56.24	
	55	54 to 56	143	6.90	-	
	53	52 to 54	132	6.26		
	51	50 to 52	198	6.54		
	49	48 to 50	150	6.80		Control ECM to close existing OSA dampers to furnaces when unoccupied.
	47	46 to 48	159	6.75		Currently open when furnace / AC Supply fan runs
	45	44 to 46	154	4.58		
	43	42 to 44	180	6.55		
	41	40 to 42	81	8.27		
	39	38 to 40	149	8.24		
	37	36 to 38	153	13.26		
	35	34 to 36	151	10.73		
	33	32 to 34	290	12.10		
	31	30 to 32	166	12.43		
	29	28 to 30	159	15.35		
	27	26 to 28	160	7.28		
	25	24 to 26	166	14.07		
	23	22 to 24	76	15.14		
	21	20 to 22	122	15.64		
	19	18 to 20	156	31.36		
	17	16 to 18	105	18.71		
	15	14 to 16	150	18.65		
	13	12 to 14	68	19.50		
	11	10 to 12	39	20.99		
	9	8 to 10	42	9.96		
	7	6 to 8	44	16.54		
	5	4 to 6	21	21.86		
	3	2 to 4	20	15.19		
	1	0 to 2	18	22.39		
	-1	-2 to 0	38	10.46		
	-3	-4 to -2	55	6.18		
	-5	-6 to -4	23	6.85		
	-7	-8 to -6	27	7.37		
	-9	-10 to -8	29	3.61		
	-11	-12 to -10	9	3.53		
	-13	-14 to -12	6	3.26		
	-15	-16 to -14	15	7.06		
	-17	-18 to -16	8	10.47		
	-19	-20 to -18	2	4.48		
	-21	-22 to -20	2	5.39		

Exhibit J-4 Engineered Cost Avoidance Calculations
Ramsey County MN - Ramsey County MN
Mechanical Curroads - Savings Calculation

Furnace & AC Replacement

Table with 5 columns: Zone, Replace existing furnace units with high efficiency units, Replace existing AC Units with high efficiency units. Rows for Zone 1, Zone 2, Zone 3.

EFUE Table

Table with 3 columns: Facility Type, Heating EFUE, Cooling EFUE. Lists various facility types like Assembly, Auto repair, Dormitory, etc.

Equivalent Full Load Heating Hours (EFLH) by MN Climate Zone (Ref. 3)
Effective Full Load Cooling Hours (EFLCH) by MN Climate Zone (Ref. 3)

Table with 7 columns: Minnesota Heating EFLH, Minnesota Cooling EFLCH, Zone 1 (Northern MN), Zone 2 (Central MN), Zone 3 (Southern MN). Lists building types like Convenience Store, Education Community College, etc.

Table 8. Equivalent Full Load Hours for Cooling. Table with 5 columns: Building Type, Zone 1 (Northern MN), Zone 2 (Central MN), Zone 3 (Southern MN). Lists building types like Education - Community, Education - University, etc.

Table 1. Heating Degree Days (HDD) and Heating Design Temperature per zone in Minnesota. Table with 4 columns: Zone 1 (Northern MN), Zone 2 (Central MN), Zone 3 (Southern MN). Lists HDD55 (Part 5), HDD45, T_design (Ref. 6).



Safety Factor (Thermal) = Leave at 100 input on ECM Summary Worksheet. Value: 100%

FAU DT Savings per Year = Btu/h_in x EFLHHEAT x Eff_High x (1/Eff_Low - 1/Eff_High) / Conversion_Factor - Heating Savings x 0.003412 / Eff_High

FAU Peak kW Demand Savings = Cooling Watts Savings x CF/2000 (for furnaces incorporating a Blower ECM motor)

FAU kWh Savings per Year = Heating Savings + Cooling Savings + Shoulder Season Savings (for replaced working furnaces incorporating a Blower ECM motor)

AC Condensing Unit kWh Savings per Year = (Tons) x EFLCHCCL x (12 / SEER Existing - 12 / SEER Proposed)

AC Condensing Unit Peak kW Savings = (Tons) x CF x (12/SEER Existing - 12/SEER Proposed)

Table with 4 columns: Building Label, Thermal Fuel, Area Serviced. Lists building labels like Park & Rec, Upstairs Offices, etc.

Large table with multiple columns for building labels, equipment labels, location, replace code, DCS, MBH, Thermal Fuel, and various energy metrics like Tonnage, Supply CFM, Fresh Air CFM, Existing SEER, etc.

CALCULATIONS

Table titled 'See "State Minnesota Technical Reference Manual for Energy Conservation Improvement Programs" V4.1 1/31/2024 for Algorithms and Definitions'. Table with many columns for various energy metrics and savings calculations.

**Exhibit J-4 Engineered Cost Avoidance Calculations
Ramsey County MN - Ramsey County MN
Mechanical Upgrades - Savings Calculation**

Compressor	Vilter Model 328
Cooling Capacity @ 10sst / 90sct	50.1 Tons
Motor Horsepower	75HP
RPM	1785
Brake Horsepower at 10sst / 90sct	69.3
Total Heat of Rejection	785.8 BTUs / Hr.
Discharge Temperature	147.6°F
COP Cooling	3.45
COP Heating	4.45

PSI F
195 100.47 195.0
120 69.92 120.0

Compressor	Vilter Model 454
Cooling Capacity @ 10sst / 90sct	45.1 Tons
Motor Horsepower	75HP
RPM	1185
Brake Horsepower at 10sst / 90sct	61.1
Total Heat of Rejection	697,100 BTUs / Hr.
Discharge Temperature	147.6°F
COP Cooling	3.48
COP Heating	4.48

R22

45.1 tons
3.48 cop cooling
4.48 cop heating
61.1 Hp
2593 BTU/min 10 90
155,585 BTU/Hr 48,999
0.294 lb/cf 0.8877 3.3693
100.5 btu/lb 105.493 111.616
29.55 btu/cf 93.65 376.06

Temperature (°F)	Pressure (psia)	Liquid Density (lb/ft ³)	Vapor Volume (ft ³ /lb)	Enthalpy (BTU/lb)	
				Liquid	Vapor
10	47.538	82.54	1.1265	13.342	105.493
90	183.17	72.51	0.2968	36.43	111.616

RE (Tbl 6-7) 64.997
Com Ratio 3.853
Vol Eff (fig 6E) 75.5%

SV
18.5 Average Glycol Supply
20.5 Existing Chiller Approach

Temperature (°F)	Pressure (psia)	Liquid Density (lb/ft ³)	Vapor Volume (ft ³ /lb)	Enthalpy (BTU/lb)		
195	95	196.57	71.79	0.2756	37.977	111.859
209.7	99.65	209.70	71.10	0.2574	39.429	112.0654
100	210.69	71.05	0.256	39.538	112.081	
68	65	126	75.93	0.4355	28.909	110.103
120	68	132.11	75.53	0.4158	29.796	110.306
134.7	70	136.19	75.27	0.4026	30.387	110.441
	69.27	134.7	75.37	0.4074	30.171	110.392

W/SH
Tbl 6-6 at 210psia Tbl 6-8
114.3365 19.008
25.18

1 Hp = 42.44 BTU/Min

42.44 155,585 btu/hr 541200 btu/hr 3.478 COPc 844,197 844,197
697100 btu/hr 4.481 COPh 291,527
btu/hr 552,670
tons 552,670
COPc 46.1
3.552

Existing Suction Pressure

22.5 psi

Existing Discharge Pressure 37.2 psia

Current Operating Range

Existing Discharge Pressure

0.7 5.64

Proposed Discharge Pressure 210 psi

Proposed Discharge Pressure 224.7 psia

0.69 6.04

0.768 3.23

0.76 3.62

0.775 2.83

180 psi

0.74 4.67

194.7 psia

205 psi

0.715 5.27

219.7 psia

27 psi

41.7 psia

0.747 4.41

0.737 4.72

32.9 psi

47.6 psia

220 psi

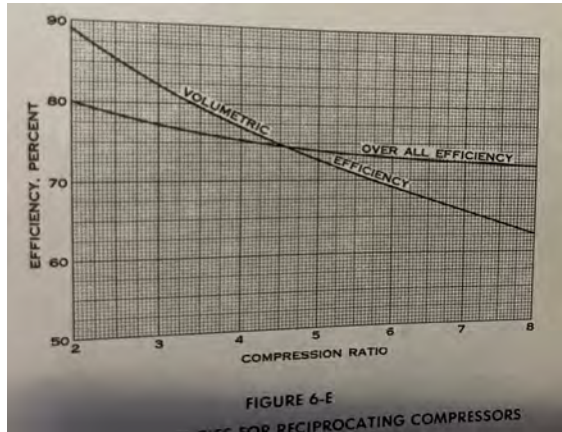
234.7 psia

-5	34.821	84.18	1.5142	9.276	104.013
-1.95	37.20	83.85	1.4258	10.097	104.319
0	38.726	83.64	1.3691	10.624	104.515
95	196.57	71.79	0.2756	37.977	111.859
99.65	209.70	71.10	0.257	39.429	112.065
100	210.69	71.05	0.256	39.538	112.081
104.72	224.70	70.33	0.239	41.031	112.267
105	225.53	70.29	0.2379	41.119	112.278
130	311.61	66.17	0.1657	49.319	112.825
85.26	134.70	74.22	0.269	33.990	112.816
135	331.38	65.27	0.1542	51.032	112.826
90	183.17	72.51	0.2968	36.43	111.616
94.30	194.70	71.89	0.28	37.76	111.83
95	196.57	71.79	0.2756	37.977	111.859
100	210.69	71.05	0.256	39.538	112.081
103.04	219.70	70.59	0.25	40.50	112.20
105	225.53	70.29	0.2379	41.119	112.278
0	38.726	83.64	1.3691	10.624	104.515
3.51	41.70	83.25	1.28	11.58	104.86
5	42.96	83.09	1.2406	11.979	105.009
10	47.538	82.54	1.1265	13.342	105.493
10.06	47.60	82.53	1.13	13.36	105.50
15	52.48	81.98	1.025	14.712	105.968
105	225.53	70.29	0.2379	41.119	112.278
107.94	234.70	69.83	0.23	42.06	112.38
110	241.14	69.51	0.2212	42.717	112.448

SV Existing Operation Range	SV Proposed Operation	WB		
		Existing	Proposed	
195 psi	210	195	210	120
ΔHcomp = 7.747 btu/lb	7.948	8.497	6.566	6.768
1.426 CF/lb	1.426	1.426	1.1252	1.1252
139.3 CF/M	137.31	151.24	148.653	154.225
5862 lb/hr	5778	6364	7927	8224
45410 btu/hr	45926	54080		
8358 CF/hr	8238.6	9074.4		
5862 lb/hr	5778	6364		
ΔHevap = 64.890 btu/lb	63.288	70.328	66.070	64.468
71.10 lb/CF	70.33	74.22		
380,384 btu/hr	365,693	447,600		
Ns = 0.175	0.179	0.192		1.07
COP = 2.44	2.35	2.88	3.37	3.24
kW/Ton = 1.44	1.47	1.50	1.04	1.09
16.7%	1.22			0.93
WS Existing Operating Range	WS Proposed Operation	Oj		
205 psi	180	210	220	120
7.34 btu/lb	6.96	7.954	6.57	6.68
1.28 CF/lb	1.28	1.28	1.08	1.08
142.285 CF/M	147.26	152.832	148.255	146.663
6676 lb/hr	6909	7170	8220	8132
ΔHevap = 67.101 btu/lb	64.36	70.87	64.67	63.64
COP = 2.88	2.86	3.27	3.42	3.33
kW/Ton = 1.22	1.226	1.23	1.03	1.06
12.2%	1.08		1.04	15.0%

0.745	4.52	35 psi	10	47.538	82.54	1.1265	13.342	105.493
0.737	4.72	49.7 psia	12.19	49.70	82.30	1.08	13.94	105.70
0.78	2.71		15	52.48	81.98	1.025	14.712	105.968

	hours	Total kWh	lighting kWh	Misc kWh	Pumps	Ref	tons	Proposed kWh	kWh Save			
Ken Yackel-West Side Arena	2,880	48.36	139,280	34,893	1393	5989	97,005	79,121	85,195	11,810	12.2%	1.08
Oscar Johnson Arena	3,624	50.84	184,240	22,554	1842	5989	153,855	#####	130,748	23,107	15.0%	0.89
Shoreview Ice Arena	3,624	68.07	246,680	59,766	2467	5989	178,458	121,613	148,673	29,785	16.7%	1.22
White Bear Lake Arena	3,816	53.61	204,560	44,919	2046	5989	151,606	142,342	132,460	19,146	12.6%	0.93
												1.03



General Dimensions

ITEM	452XL	454XL	
Number of Cylinders	2	4	
Maximum RPM	1200	1200	
Bore & Stroke - In. (mm)	4½x4½ (114x114)	4½x4½ (114x114)	
CFM @ Maximum RPM (m³/hr)	99.4(169)	199(338)	
Tons(Kcal/hr x 10³)	R-717 (10°F)	24(73)	49(148)
Refrigeration @ 95°F	R-22 (20°F)	29(88)	59(178)
Condensing	R-290 (0°F)	16(48)	31(94)
Suction Connection - Inches (mm)	2½(64)	3(76)	
Discharge Connection - Inches (mm)	2(51)	2½(64)	
Unit Weight Less Motor - Lbs. (Kg.)	1900(862)	2700(1225)	
Oil Charge - Gallons (Liters)	5(19)	7(27)	
Standard Steps of Unloading (%)	0	50	
Option 1 Steps of Unloading (%)	50	25/50/75	
Option 2 Steps of Unloading (%)	100	50/100	
Maximum Discharge Temp. - °F (°C)	300(149)	300(149)	
Crankcase Oil Temp. Range - °F (°C)	110-130 (43-54)	110-130 (43-54)	

120 psi

The expansion valve will be set to provide approximately 8f superheat regardless of pressure electronic expansion valve (EEV), which would allow us to float the discharge pressure further down during cold weather VFD on the condenser fan motors, provide the ability to operate at lower condensing temperatures in cooler weather discharge pressure to 120 psi with R-22 which is a condensing temperature of about 68 SCT versus 100 SCT at 195 psi. float the discharge pressure further down during cold weather
A closer approach temperature and greater chiller efficiency can be obtained with the EEV automation to prevent the second compressor from running

36 psi	13.4 F	16.8 F	3.4 F	WB
29.8 psi	5 F	20 F	15 F	
195 psi	210psi	32.9	2.5F	

average suction pressure on compressor #1 is 36 psi which translates into a saturated suction temperature of 13.4°F. The average glycol supply temperature during this period is 16.8°F for an approach temperature of 3.4°F. #2 compressor has an average suction pressure of 28.9 psi which equates to a saturated suction temperature of 5°F. The average glycol supply temperature is 20°F which equates to a 15°F approach temperature. The 2.5°F Delta T across the chillers appears to be normal.
The condenser has an on-board fan control and ranges from 195 psi to 210 psi.

22.5 psi	-2 F	18.5 F	20.5 F	SV
195 psi	210psi			

average suction pressure is 22.5 psi which translates into a saturated suction temperature of -2°F. The average glycol supply temperature is 18.5°F for an approach temperature of 20.5°F. condenser has on board fan control and ranges from 195 psi to 210 psi.

210 psi	220 psi	35 psi	12 F	20 F	8 F	OJ
						2 F

Alco Model TRAE 40 HCA-6A The condensing pressure was operating around 220 psi (107 SCT) in October and 210 psi (104 SCT) in January average suction pressure is 35psi or 12sst. 30 psi pic
The corresponding temperature of the glycol leaving the chiller is 20°F or an 8-degree approach 2°F Delta T across the chillers appears to be normal

27 psi	2.2 F	15.5 F	13 F	WS
180 psi	205 psi			7 F

average suction pressure is 27 psi which translates into a saturated suction temperature of 2.2°F average glycol supply temperature is 15.5°F for an approach temperature of 13°F. The TX valves might be set conservatively at a higher superheat to prevent liquid flood back which would result in a high TD. Delta T across the chillers of approximately 7°F could be instrument error or due to a high superheat or low glycol flow condenser has on board fan control and has ranged from 180 psi to 205 psi.

Compressor input power is proportional to the pressure differential between suction and discharge (lift)

Increasing suction temperature by 1oF will reduce input power by approximately 2%

Decreasing condensing temperature by 1oF will reduce input power by approximately 1.5% to 2%

The isentropic energy efficiency of the compressor is calculated as the ratio of the product of actual mass-flow-rate and the change in isentropic enthalpy in the compressor to the input power on the shaft of the compressor

$$\eta_{is} = \frac{\dot{m} \cdot \Delta h_c}{P} \quad (6)$$

Where P is the input power on the shaft of the compressor.

The actual coefficient of performance is calculated as the ratio of the capacity of the compressor and the change in enthalpy in the evaporator to the input power on the shaft of the compressor

$$COP = \frac{Q}{P} = \frac{\dot{m} \cdot \Delta h_e}{P} \quad (7)$$

Since the change in the enthalpy in the evaporator is given by operating conditions, the COP is a measure of the effectiveness of the compressor to transport gas.

The model also calculates the theoretical COP as

$$COP_{th} = \frac{\dot{m}_{th} \cdot \Delta h_e}{P} \quad (9)$$

**Exhibit J-4 Engineered Cost Avoidance Calculations
 Ramsey County MN - Ramsey County MN
 Mechanical Upgrades – Savings Calculation**

		5640 Hours		Park & Rec S 6&7	3150 Supply CF	300 OSA CFM
KMSP				1.2 kw/ton	66.3 Heating SP	77.4 Cooling SP
	Mid-pts	DB (F)	All Hrs	Un Occ Hrs	Occ Hrs	Ton-Hrs kWh
	99	98 to 100	3		3	
	97	96 to 98	4		4	
	95	94 to 96	4		4	
	93	92 to 94	13		13	
	91	90 to 92	15	5	10	
	89	88 to 90	32	6	26	
	87	86 to 88	78	17	61	
	85	84 to 86	76	37	39	
	83	82 to 84	120	59	61	
	81	80 to 82	146	65	81	
	79	78 to 80	172	77	95	
	77	76 to 78	105	61	44	
	75	74 to 76	223	113	110	466
	73	72 to 74	260	148	112	1,164
	71	70 to 72	273	184	89	1,185
	69	68 to 70	412	267	145	942
	67	66 to 68	298	206	92	1,535
	65	64 to 66	273	187	86	974
	63	62 to 64	241	172	69	910
	61	60 to 62	213	153	60	730
	59	58 to 60	121	94	27	635
	57	56 to 58	181	123	58	286
	55	54 to 56	215	143	72	614
	53	52 to 54	221	132	89	762
	51	50 to 52	327	198	129	
	49	48 to 50	221	150	71	
	47	46 to 48	221	159	62	
	45	44 to 46	207	154		
	43	42 to 44	266	180		
	41	40 to 42	119	81		
	39	38 to 40	217	149		
	37	36 to 38	215	153		
	35	34 to 36	222	151		
	33	32 to 34	456	290		
	31	30 to 32	269	166		
	29	28 to 30	241	159		
	27	26 to 28	236	160		
	25	24 to 26	241	166		
	23	22 to 24	114	76		
	21	20 to 22	192	122		
	19	18 to 20	226	156		
	17	16 to 18	179	105		
	15	14 to 16	211	150		
	13	12 to 14	91	68		
	11	10 to 12	71	39		
	9	8 to 10	70	42		
	7	6 to 8	62	44		
	5	4 to 6	29	21		
	3	2 to 4	41	20		
	1	0 to 2	40	18		
	-1	-2 to 0	45	38		
	-3	-4 to -2	78	55		
	-5	-6 to -4	37	23		
	-7	-8 to -6	31	27		
	-9	-10 to -8	36	29		
	-11	-12 to -10	12	9		
	-13	-14 to -12	6	6		
	-15	-16 to -14	16	15		
	-17	-18 to -16	8	8		
	-19	-20 to -18	3	2		
	-21	-22 to -20	3	2		
	-23	-24 to -22	2			

Fresh Air Economizer S6 & S7

12,244 kWh

**Exhibit J-4 Engineered Cost Avoidance Calculations
Ramsey County MN - Ramsey County MN
Solar Photovoltaic – Savings Calculation**

FACILITY: TCO Sports Garden

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage, which you provided to us.

RATE SCHEDULE: XCEL-MN - GS - A23

TimePeriods BillRanges&Seasons	EnergyUse(1 MaxDem Charges					Total		Total										
	Total	NC/Max	Other	Energy	Demand													
242005	1/2/2024-2/2/2024W	225,809	444	\$ 69	\$ 16,413	\$ 6,057	\$ 22,539	1/2/2024-2/2/2024W	224,511	444	\$ 69	\$ 16,337	\$ 6,057	\$ 22,463				
265230	2/2/2023-3/2/2023W	233,162	504	\$ 69	\$ 17,278	\$ 6,875	\$ 24,223	2/2/2023-3/2/2023W	206,159	504	\$ 69	\$ 15,701	\$ 6,875	\$ 22,646				
216674	3/2/2023-4/2/2023W	235,332	481	\$ 69	\$ 17,238	\$ 6,562	\$ 23,869	3/2/2023-4/2/2023W	150,323	481	\$ 69	\$ 11,509	\$ 6,562	\$ 18,140				
225573	4/2/2023-5/2/2023W	233,106	487	\$ 69	\$ 17,151	\$ 6,644	\$ 23,864	4/2/2023-5/2/2023W	102,102	484	\$ 69	\$ 7,817	\$ 6,603	\$ 14,489				
263604	5/2/2023-6/2/2023W/S	255,187	536	\$ 69	\$ 18,982	\$ 7,377	\$ 26,428	5/2/2023-6/2/2023W/S	109,650	503	\$ 69	\$ 8,395	\$ 6,933	\$ 15,397				
272981	6/2/2023-7/2/2023S	269,544	581	\$ 69	\$ 19,962	\$ 10,914	\$ 30,946	6/2/2023-7/2/2023S	109,102	519	\$ 69	\$ 8,353	\$ 9,749	\$ 18,172				
266600	7/2/2023-8/2/2023S	284,407	574	\$ 69	\$ 20,779	\$ 10,783	\$ 31,631	7/2/2023-8/2/2023S	111,053	506	\$ 69	\$ 8,502	\$ 9,505	\$ 18,077				
232483	8/2/2023-9/2/2023S	247,611	511	\$ 69	\$ 18,173	\$ 9,599	\$ 27,841	8/2/2023-9/2/2023S	100,994	494	\$ 69	\$ 7,732	\$ 9,280	\$ 17,081				
243207	9/2/2023-10/2/2023S/W	227,410	490	\$ 69	\$ 16,657	\$ 8,267	\$ 24,994	9/2/2023-10/2/2023S/W	115,309	456	\$ 69	\$ 8,828	\$ 8,197	\$ 17,095				
215749	10/2/2023-11/2/2023W	231,560	475	\$ 69	\$ 16,974	\$ 6,480	\$ 23,523	10/2/2023-11/2/2023W	160,282	447	\$ 69	\$ 12,271	\$ 6,098	\$ 18,439				
244976	11/2/2023-12/2/2023W	221,803	439	\$ 69	\$ 16,143	\$ 5,989	\$ 22,201	11/2/2023-12/2/2023W	186,681	439	\$ 69	\$ 14,091	\$ 5,989	\$ 20,149				
217126	12/2/2023-1/2/2024W	220,328	459	\$ 69	\$ 16,202	\$ 6,262	\$ 22,533	12/2/2023-1/2/2024W	219,384	459	\$ 69	\$ 16,147	\$ 6,262	\$ 22,478				
2,906,208	Total	2,885,259	5981	\$ 833	\$ 211,952	\$ 91,808	\$ 304,592		1,795,550	5736	\$ 833	\$ 135,684	\$ 88,109	\$ 224,626				
		99.2799%																
								73.5%	1,089,709	245				\$ 79,966				
									984,750									
									1,482,760									
									1,158,861									
									1,190,202									

FACILITY: Aldrich Arena

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage, which you provided to us.

RATE SCHEDULE: XCEL-MN - GS - A23

Time Periods Bill Ranges & Seasons	Energy Use (1 Max Dem Other					Energy	Demand	Charges Total		Total								
	Total	NC/Max	Other	Energy	Demand													
121,660	1/2/2024 - 2/2/2024 W	129,448	219	\$ 69	\$ 9,151	\$ 2,988	\$ 12,208	1/2/2024 - 2/2/2024 W	127,476	219	\$ 69	\$ 9,036	\$ 2,988	\$ 12,093				
67,967	2/2/2023 - 3/2/2023 W	105,976	214	\$ 69	\$ 7,744	\$ 2,919	\$ 10,732	2/2/2023 - 3/2/2023 W	92,146	214	\$ 69	\$ 6,936	\$ 2,919	\$ 9,925				
13,277	3/2/2023 - 4/2/2023 W	39,487	203	\$ 69	\$ 3,023	\$ 2,769	\$ 5,862	3/2/2023 - 4/2/2023 W	2,954	203	\$ 69	\$ 226	\$ 2,769	\$ 3,065				
13,554	4/2/2023 - 5/2/2023 W	13,066	51	\$ 69	\$ 1,000	\$ 696	\$ 1,765	4/2/2023 - 5/2/2023 W	-38,765	51	\$ 69	\$ 2,634	\$ 696	\$ 1,869				
17,877	5/2/2023 - 6/2/2023 W / S	14,691	67	\$ 69	\$ 1,125	\$ 903	\$ 2,097	5/2/2023 - 6/2/2023 W / S	-44,797	67	\$ 69	\$ 3,113	\$ 902	\$ 2,141				
18,141	6/2/2023 - 7/2/2023 S	19,574	52	\$ 69	\$ 1,499	\$ 977	\$ 2,545	6/2/2023 - 7/2/2023 S	-42,267	52	\$ 69	\$ 2,846	\$ 977	\$ 1,800				
18,590	7/2/2023 - 8/2/2023 S	18,134	75	\$ 69	\$ 1,388	\$ 1,409	\$ 2,867	7/2/2023 - 8/2/2023 S	-47,497	75	\$ 69	\$ 3,319	\$ 1,409	\$ 1,840				
19,109	8/2/2023 - 9/2/2023 S	20,881	49	\$ 69	\$ 1,575	\$ 920	\$ 2,565	8/2/2023 - 9/2/2023 S	-34,964	49	\$ 69	\$ 2,398	\$ 920	\$ 1,408				
50,726	9/2/2023 - 10/2/2023 S / W	15,538	62	\$ 69	\$ 1,190	\$ 1,150	\$ 2,409	9/2/2023 - 10/2/2023 S / W	-31,814	62	\$ 69	\$ 2,327	\$ 1,150	\$ 1,107				
110,380	10/2/2023 - 11/2/2023 W	100,460	210	\$ 69	\$ 7,392	\$ 2,865	\$ 10,327	10/2/2023 - 11/2/2023 W	68,751	196	\$ 69	\$ 5,264	\$ 2,674	\$ 8,007				
134,263	11/2/2023 - 12/2/2023 W	116,671	204	\$ 69	\$ 8,296	\$ 2,783	\$ 11,148	11/2/2023 - 12/2/2023 W	99,591	204	\$ 69	\$ 7,298	\$ 2,783	\$ 10,150				
140,477	12/2/2023 - 1/2/2024 W	128,829	218	\$ 69	\$ 9,107	\$ 2,974	\$ 12,151	12/2/2023 - 1/2/2024 W	127,340	218	\$ 69	\$ 9,021	\$ 2,974	\$ 12,064				
726,021	Total	722,755	1624	\$ 833	\$ 52,490	\$ 23,353	\$ 76,676	Total	278,154	1610	\$ 833	\$ 21,144	\$ 23,161	\$ 45,137				
		99.550%																
								83.1%	444,601	14				\$ 31,539				
									379,488									
									535,096	1,534,310								
									1,364,238	0.889154								
							1,569,690		1,558,050	1,246,440								
							1,538,349			1,534,310								
							1,364,238			2,017,856	0.676083							

Exhibit J-5

M&V Options by Building & ECM

Location	Lighting Upgrades	Building Envelope Upgrades	Controls Upgrades	Mechanical Upgrades	Solar PV Project
Ramsey County Parks and Recreation Offices		A	A	A	
Aldrich Arena					A
Oscar Johnson Arena	A	A		A	
Shoreview Ice Arena	A	A		A	
White Bear Lake Arena	A	A		A	
TCO Sports Garden					A
Charles M. Schulz-Highland Arena	A	A			
Gustafson-Phalen Arena	A	A			
Harding Arena	A	A			
Ken Yackel-West Side Arena	A	A		A	
Pleasant Arena	A	A			

Exhibit J-6
M&V Plan Summary

MN Ramsey County
Exhibit J-6
M&V Plan Summary

ECM #	ECM	IPMVP Option	Buildings included in install scope	ECM Intent	Stipulated Values	Measurement Sample Size for Groups w/ Similar Characteristics	Potential-to-Save INSTALL PERIOD		PERFORMANCE PERIOD			
							Key Parameters Measured, Measuring Point & Boundary for Determination of Savings	Post-Install Measurement Responsibility & Frequency	Annual Measured Variables, Measuring Point	Measurement Procedure	Annual Performance Monitoring Activities	Annual M&V Activities
1.0	Lighting Upgrades	A - Electric	Oscar Johnson Arena, Shoreview Ice Arena, White Bear Lake Arena, Charles M Schultz-Highland Arena, Gustafson-Phalen Arena, Harding Arena, Ken Yackel-West Side Arena, Pleasant Arena	Wattage reduction by upgrading existing lighting fixtures to LED lighting	Run hours	80% confidence / 20% precision / 0.5 coefficient of variation	Option A - Electric - kW by power meter	One-time pre & post kW by power meter	No Annual Measurements	Option A - Apply post-install values and applicable contract utility rates to engineering calculations to determine Yr1 electricity savings one time.	Annual Site Inspection	Option A - Apply one time post-install measured values and contractual utility rates to engineering calculations to generate Electricity Savings
2.0	Building Envelope Upgrades	A - Fuel	Ramsey County Parks and Recreation Offices, Oscar Johnson Arena, Shoreview Ice Arena, White Bear Lake Arena, Charles M Schultz-Highland Arena, Gustafson-Phalen Arena, Harding Arena, Ken Yackel-West Side Arena, Pleasant Arena	Savings from reducing gravity airflow through gaps and cracks in a building's envelope using weather stripping and air sealing.	All parameters as published in the proposed energy savings calculations	# of weather stripping, Roof Wall intersection, (LF), and Caulking (LF) per scope of work	Linear feet per unit of materials installed	One time post installation verification and photo verification of sample set of weather stripping and air sealing	No Annual Measurements	Option A - Apply post-install values and applicable contract utility rates to engineering calculations to determine Yr1 Natural Gas savings one time.	Annual Site Inspection	Option A - Apply one time post-install measured values and contractual utility rates to engineering calculations to generate Natural Gas Savings
3.0	Controls Upgrades	A - Electric	Ramsey County Parks and Recreation Offices	Reduce cost of conditioning outside air by use of economizer during occupied periods.	Hours of occupancy, average weather parameters.	100%	Verify cooling mode enable and OA damper position.	One time post installation verification of functionality.	No Annual Measurements	Option A - Apply post-install values and applicable contract utility rates to engineering calculations to determine Yr1 electric savings one time.	Annual Site Inspection	Option A - Apply one time post-install measured values and contractual utility rates to engineering calculations to generate Electricity Savings
4.1	Replace 80% Gas Furnaces	A - Electric, A - Fuel	Ramsey County Parks and Recreation Offices, White Bear Lake Arena, Ken Yackel West Side Arena	Upgrade efficiency of heating/cooling equipment	Hours of occupancy, average weather parameters.	100%	Installation verification of equipment operation and start-up documentation.	One time post installation verification and photo verification of equipment operation.	No Annual Measurements	Option A - Apply post-install values and applicable contract utility rates to engineering calculations to determine Yr1 Natural Gas and Electricity savings one time.	Annual Site Inspection	Option A - Apply one time post-install measured values and contractual utility rates to engineering calculations to generate Natural Gas and Electricity Savings
4.2.1 4.2.2	Refrigerant System Upgrades Condenser VFDs Electronic Expansion Valves	A - Electric	Oscar Johnson Arena, Shoreview Ice Arena, White Bear Lake Arena, Ken Yackel-West Side Arena, Pleasant Arena	Utilize VFD's on compressor/condenser pumps/fans to improve operational efficiency	Hours of utilization, average weather parameters.	100%	Key Parameters Measured, Measuring Point & Boundary for Determination of Savings	One time post installation verification of operational performance. Trends of Key Parameters.	No Annual Measurements	Option A - Apply post-install values and applicable contract utility rates to engineering calculations to determine Yr1 Electricity savings one time.	Annual Site Inspection	Option A - Apply one time post-install measured values and contractual utility rates to engineering calculations to generate Electricity Savings
5.0	Solar PV Project	A - Electric	Aldrich Arena, TCO Sports Garden	Install PV solar panels to offset electricity building baseload and reduce metered utility consumption and demand charges. Sell excess capacity as available.	Monthly Solar Radiation (kWh/m ² /day) and estimated building baseload (kWh).	100%	Installed equipment type and quantity by bill of material. Start up measurements and output per manufacturer's rating. Measurement of kWh production.	One time post installation verification and trend data analytics.	No Annual Measurements	Option A - Apply post-install values and applicable contract utility rates to engineering calculations to determine Yr1 Electricity savings one time.	Annual Site Inspection	Option A - Apply one time post-install measured values and contractual utility rates to engineering calculations to generate Electricity Savings

Exhibit J-7

OPERATIONS COST AVOIDANCE METHODOLOGY

OSD #1: LIGHTING UPGRADES – O&M COST AVOIDANCE

1. Description and Connection to Scope of Work: Exhibit B, ECM 1 describes Honeywell’s scope of work for implementing a comprehensive lighting retrofit in buildings throughout the County (agreed to be \$4,000/year).

The O&M cost reduction of this measures was agreed to be **\$4,000**/year (3% annual escalation).

OSD #2: SOLAR PRODUCTION CREDIT – O&M COST AVOIDANCE

2. Description and Connection to Scope of Work: Exhibit B, ECM 5 describes Honeywell’s scope of work for implementing a Solar PV Project at two locations in the County.

Hourly PV Performance Data for each site was used to calculate potential utility incentives for each month and estimate future credits.

The O&M cost reduction of this measure was agreed to be **\$58,491**/year (3% annual escalation).

Therefore, the combined cost reduction of these measures is agreed to be **\$62,491**/Year 1 (3% annual escalation).

Phase II Financing Plan – Arena Guaranteed Energy Savings Project

Financing Plan

General Fund - Fund Balance = \$6,012,000

Parks 2024 Operating Budget = \$521,241

Total = \$6,533,241

Budget Estimated

Inflation Reduction Act Credit = \$1,468,829

Energy Savings = \$3,448,696

Energy Rebates = \$53,450

Solar Production Credits = \$1,041,025

Parks 2024 Operating Budget = \$521,241

Total = \$6,533,241

**Ramsey County - Minnesota
Honeywell Energy Savings Project
Schedule of Debt Service - Loan**

Due Date	Payment
2/1/2027	\$1,468,829
8/2/2027	\$144,171
2/1/2028	\$120,000
8/2/2028	\$120,000
2/1/2029	\$125,000
8/2/2029	\$125,000
2/1/2030	\$130,000
8/1/2030	\$130,000
2/1/2031	\$135,000
8/1/2031	\$135,000
2/1/2032	\$145,000
8/1/2032	\$145,000
2/1/2033	\$155,000
8/1/2033	\$155,000
2/1/2034	\$161,000
8/1/2034	\$161,000
2/1/2035	\$167,000
8/1/2035	\$167,000
2/1/2036	\$161,000
8/1/2036	\$161,000
2/1/2037	\$167,000
8/1/2037	\$167,000
2/1/2038	\$173,500
8/1/2038	\$173,500
2/1/2039	\$180,000
8/1/2039	\$180,000
2/1/2040	\$186,500
8/1/2040	\$186,500
2/1/2041	\$193,500
8/1/2041	\$193,500
Total	\$6,012,000



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2024-633

Meeting Date: 11/19/2024

Sponsor: County Manager's Office

Title

2025 Ramsey County State Legislative Platform

Recommendation

1. Approve the 2025 Ramsey County State Legislative Platform.
2. Authorize Ramsey County representatives to work with members of the Minnesota State Legislature and other interested parties to promote legislation reflective of the positions contained in the platform.

Background and Rationale

On November 5, 2024, the Legislative Committee of the Whole met and reviewed a draft of the 2025 Ramsey County State Legislative Platform, which had been prepared by the Government Relations staff. The draft contained earlier changes suggested by the members of the board at the County Board Workshop on October 15, 2024. The Legislative Committee of the Whole approved the proposed platform as presented and asked staff to incorporate changes based on the discussion.

The Legislative Committee of the Whole recommends the draft of the Ramsey County State Legislative Platform now submitted to the county board.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The racial equity impacts of each item or position included in the draft 2025 State Legislative Platform were considered as part of the solicitation for proposed items and positions from service teams, departments and staff. Most of the proposed items have a direct impact on racial equity, particularly those items that provide increased access to services or benefits specifically targeted to low-income individuals, families or communities, which disproportionately include more people of color and American Indians. These services or opportunities provide improved access to health care, stable housing, childcare subsidies, employment opportunities and program and service refinements designed to positively engage cultural values. These efforts are reflected in the proposed top legislative priorities of the platform draft, which include housing stability and affordability, mental and behavioral health systems and support, workforce supports, and community-centered criminal justice system reform.

Community Participation Level and Impact

Government Relations will share the 2025 State Legislative Platform with appropriate Ramsey County advisory committees. This platform will also be discussed with other county organizations and advocacy groups.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Many of the positions in the state platform have financial implications and would require state and/or county

appropriations if legislation is enacted. The platform items that require county expenditures may do so in the form of a state-imposed maintenance of effort, a required local funding match (which is common for bonding projects), or through a new or revised operating cost. When there are implications for the current budget, necessary budget adjustments can be brought before the Ramsey County Board through a request for board action; through adjustment to the current fiscal county budget; or through changes to the Capital Improvement Plan, depending on the specifics of the funding change.

Last Previous Action

On November 5, 2024, the Ramsey County Legislative Committee of the Whole discussed and recommended the 2025 State Legislative Platform to be approved.

On October 15, 2024, a Ramsey County board workshop was held on the 2025 State Legislative Platform.

Attachments

1. 2025 State Legislative Platform

Ramsey County Legislative Priorities: 2025 State Legislative Platform (DRAFT)

LEGISLATIVE TOP PRIORITIES

Family and community stabilization:

- Investing in housing stability—affordability and transitions out of homelessness.
- Funding to implement the Minnesota African American Family Preservation Act.
- Preventing and responding to youth violence through innovative community programming and investments.
- Pursue ongoing state aids for Ramsey County to address unfunded mandates and other urgent county needs.

Systems transformation:

- Improving mental and behavioral health systems and support.
- Reforming criminal justice approaches, centering community.

Economic competitiveness and inclusion:

- Funding for Ramsey County bonding requests.
- Investing in workforce supports for all residents.
- Responding to climate change by prioritizing adaptation and resiliency.

CAPITAL IMPROVEMENT REQUESTS

RAMSEY COUNTY BONDING REQUESTS

Rice Creek Commons Infrastructure \$25 million

The Park at RiversEdge \$20 million

Aldrich Arena & Community Event Center \$6.5 million

Advancing Racial and Health Equity and Shared Community Power

INCREASED HEALTH CARE ACCESS

- Support legislation to address racial disparities in health care access, quality and outcomes.
- Support legislation to increase Minnesota Eligibility Technology System funding to develop needed technological improvements to help county financial aid workers more effectively serve residents.
- Oppose legislation that would change or remove key Affordable Care Act provisions.

MENTAL HEALTH

- Support legislation to develop additional community-based mental health placement options and services to shorten stays in state facilities and reduce costs after inpatient care is no longer necessary.
- Support legislation to address the comprehensive substance abuse, mental and behavioral health needs of the community, foster coordination among partners and ensure parity in services across populations.
- Support policy changes to provide clarity within the use of force protocol regarding transport holds for individuals experiencing a mental health crisis.
- Support legislation to address student health needs, including increased reimbursement for school-based clinics as well as embedding social workers in schools to assess needs and support mental health.
- Support legislation to resolve the gaps between the criminal court process and a person's access to mental health care when the court deems someone, an adult or a youth, incompetent to participate in their defense due to a mental illness. Support legislation to increase capacity for Rule 20 evaluations and increase community-based supports and local hospital capacities to quickly readmit people who need care so they can avoid any further police interactions.
- Pursue adequate ongoing funding support for the Youth Mental Health Urgency Room created by the 2022 legislature.
- Support legislation to address acute, complex behavioral health placements and community services and clarify the state's safety net role in providing and funding these critical services.
- Support legislation and funding to support the families, especially children, of murder, suicide, or murder-suicide victims.
- Pursue legislation mandating that the annual cost increases for the Cost of Care per diem rates in state-operated inpatient facilities be capped at the Consumer Price Index (CPI).

COMMUNITY-CENTERED CRIMINAL JUSTICE REFORMS

- Support legislation that further reforms the investigation and prosecution of fatal shootings and wrongful actions by police, increases police accountability and transparency, raises standards of conduct and supports officer excellence, partners officers with the communities they serve, repairs and builds community trust, and enhances community-centered public safety.

EQUAL RIGHTS AMENDMENT (ERA)

- Support the ratification of the ERA to provide equal protection under federal law to all people, regardless of gender.

PUBLIC HEALTH SUPPORT

- Support increased funding for infectious disease response, including, but not limited to: building and maintaining our workforce, specifically for our 24/7 facilities; community education, engagement and outreach, case investigation and contact tracing, testing, delivery of essential services, and distribution of vaccines with specific focus on underserved communities, kids, youth and young adults.
- Pursue legislation to ensure adequate funding to support increased response expectations for local public health agencies to investigate elevated blood lead levels in children.

RACIAL EQUITY IN BUDGETING

- Support legislation to develop a state-based racial equity budgeting tool that will provide racial equity impacts for legislative budgeting decisions.

Residents First: Effective, Efficient and Accessible Operations

DATA PRACTICES ACT AND PRIVACY REFORMS

- Support maintaining flexibility in local governments' data retention schedules and reporting requirements to avoid overwhelming local technical capabilities.
- Support legislation that considers local costs and improved public access when considering updates to the Minnesota Government Data Practices Act and address the use of intentionally disruptive and expensive data requests that provide little or no public benefit.

HUMAN SERVICES PROGRAM IMPROVEMENTS

- Support legislation to ensure state compliance with federal background check requirements that endanger Title IV-E reimbursements to foster care providers.
- Support the modernization of human services programs and processes to improve outcomes and service delivery.
- Support a health care eligibility system that serves as a sustainable platform for performing health care functions and fully integrates with other technology systems.
- Support legislation to simplify and modernize the Minnesota Family Investment Program (MFIP), General Assistance and Minnesota Supplemental Aid reporting requirements.
- Support legislation to address workforce challenges and resource shortages in the home and community-based services and disability services system, including increasing wage minimums and other incentives.
- Support continued investment in new, modern technology infrastructure for counties to streamline health care, financial assistance and social service program administration, enhance data and program integrity, and promote efficient service delivery, with a focus on programs connected to MNBenefits applications.

- Support funding to add triage capabilities and improve responsiveness for technology systems tied to the MNBenefits application program.
- Support legislation to simplify, shorten, and/or streamline MnCHOICES reassessments for individuals who have not had a significant change in their health condition.
- Support legislation to increase reimbursement rates for providing waiver case management services.
- Support legislation to increase state funding provided to lead agencies for MNChoices administrative costs related to long term care consultation services.

LIBRARIES

- Support legislation to increase Regional Library Basic System Support funding for residents' access to diverse digital and database resources that reflect the needs of the community.
- Support library construction and remodeling grants to fund safety and renovations at libraries.
- Oppose reductions to Arts & Cultural Heritage Legacy funding for regional public library systems.
- Support legislation to create a task force to review and suggest recommendations for a funding mechanism to support the statewide law library system.
- Support limits on e-book prices.

FUNDING FOR PARKS AND TRAILS

- Support legislation to ensure that the Ramsey County park system receives a fair share of Legacy Amendment funding, Environment and Natural Resources Trust Fund funding or other environmental stewardship grants.
- Support state bonding for capital projects for Metropolitan Regional Parks and Trails, which leverages Metropolitan Council dollars and benefits projects in Ramsey County.
- Support legislation to ensure that the Ramsey County park system and other local agencies in the metro regional park system receive the full 40 percent for operations and maintenance as mandated in state law. Currently the Legislature only funds it at 14 percent.

COUNTY PROCUREMENT CHANGES FOR SMALL BUSINESSES

- Pursue legislation that would authorize the county to expand the amount for bids to no greater than \$500,000. Currently, the county can solicit small businesses for bids no greater than \$250,000. This change will enable counties to increase its overall spending with small businesses, which includes businesses owned by women and people of color.
- Support legislation that would authorize the county to use cooperative contracts resulting from competitive proposals in addition to competitive bids and competitive quotes. This change to allow competitive proposals will enable Ramsey County to allow use of cooperative contracts for supplies, equipment, materials, labor services and construction regardless of the type of solicitation so long as there was a competitive solicitation process, align the use of cooperative contracts with the State and further Ramsey County involvement with the cooperative contract initiative lead by NACo.

DIGITAL INCLUSION

- Pursue and support state efforts and funding for digital inclusion and equity to ensure all residents have access to affordable broadband choices, computing devices, and multilingual digital literacy training. This includes, but is not limited to: increasing the federal standard for broadband speeds; increasing the availability of high-quality and competitive broadband choices for residents in single family homes, public housing, and apartment buildings and condominiums, particularly in urban digital desert census tracts.

PUBLIC ACCOUNTABILITY

- Support modernizing newspaper publication requirements of county board proceedings and financial information.

Advancing a Holistic Approach to Strengthen Families

CHILD PROTECTION REFORMS

- Pursue ongoing funding to fully implement the African American Family Preservation Act.
- Support Families First legislation allowing states and counties to use federal Title IV-E funds to focus child protection efforts on engaging families, building support networks and providing culturally informed services that help avoid compounding the trauma out-of-home displacements often cause while ensuring the funding and operational mechanisms are efficient and sustainable.
- Pursue legislation to create an exception or variance to the background check policy, enabling county staff to make an informed placement decision without relying on the state.
- Pursue legislation to allow autonomy to determine which applicants to Ramsey County's Children's Services Review Panel have been impacted by our system, represent the community we serve and should be selected to participate on the panel.
- Support legislation requiring coordination between law enforcement and county child protection agencies to occur prior to a child being removed.
- Support legislation to increase required training for law enforcement officers on child protection and the use of emergency holds, particularly regarding the impact of child protection removals on children and families.
- Support child protection and foster care systems change and reform developed in partnership with community.
- Support legislation that ensures counties are able to adequately administer the foster care system while also ensuring that Supplemental Security Income (SSI) and Retirement Survivors and Disability Insurance (RSDI) funds are used to meet the best interests of an eligible child in foster care.

CHILDCARE REFORMS

- Support childcare licensing practice improvements to simplify rules and promote improved relations and support between providers, county regulators, and the state.

- Support efforts to implement refinements to training, county liability insurance requirements to foster best practices in all childcare settings.
- Support additional state investments in childcare infrastructure and workforce.

CHILD SUPPORT

- Pursue legislation requiring employers to report new hires of 1099 independent contractors to the Minnesota Department of Human Services to increase payments and enhance fairness of child support orders.
- Pursue legislation to modify the child support redirection statute to enable counties the administrative authority to stop a redirection of support when it is in the best interest of the child.

HUNGER RELIEF

- Support additional funding and policy changes to address hunger and food insecurity among Ramsey County residents, particularly racially and ethnically diverse communities.
- Support more flexibility in state funding to allow community-based organizations to purchase culturally-connected and medically appropriate foods and fund food rescue programs.
- Support policy change and funding to allow food growing spaces; increasing community resiliency, urban agriculture and local food economies.

ECONOMIC SUPPORTS TO FAMILIES

- Support legislation to provide cash payments or other economic supports to families in a way that will not make them ineligible for economic assistance programs, with the goal of removing barriers so families can self-stabilize.

IMMIGRANT, REFUGEE, MIGRANT AND ASYLUM-SEEKING FAMILIES

- Support budget legislation and policies that ease navigation and access to essential wraparound services such as emergency and transitional shelter, medical assistance, emergency food, basic cash support, and legal assistance.
- Support the acceleration of processing work authorization applications by USCIS for new arrivals, including those with temporary protection status (TPS), those granted humanitarian parole, and asylum applicants.
- Support legislation and policies that increase access to immigration legal resources aimed at keeping families and children together as they undergo immigration proceedings.

Intergenerational Prosperity for Racial and Economic Inclusion

RICE CREEK COMMONS

- Pursue \$25 million in funding for the Rice Creek Commons development project in Arden Hills on the former Twin Cities Army Ammunition (TCAAP) site. The project consists of building stormwater infrastructure and a public roadway (known as the Spine Road) that will connect County Road H and Highway 96 through the Rice Creek Commons development.

THE PARK AT RIVERSEDGE

- Pursue \$20 million in funding for the Park at RiversEdge. RiversEdge is an innovative public-private project revitalizing the historic riverfront and expanding public access to the Mississippi River. The Park at RiversEdge is a new nine-acre urban park that will provide a land bridge extension of the public realm space. The funds will be used for the design, engineering, and/or construction of underlying infrastructure, parking to support the site, and the park itself. The Park at RiversEdge will include expanded public access to the river from the downtown bluff to the shoreline, community gathering space for public events, and trails that connect to the river and to other downtown destinations and park trail systems.

STATE-LOCAL FISCAL PARTNERSHIP

- Support efforts by the Association of Minnesota Counties working group to review changes to the County Program Aid (CPA) formula. The current formula creates inequities for taxpayers by artificially capping aid to counties with populations over 500,000.
- Pursue ongoing state aid for Minnesota African-American Family Preservation Act (MAAFPA) implementation, solid waste management, and community corrections, and other urgent county needs.
- Pursue a payment in lieu of taxes (PILT) to mitigate reduced property tax capacity in Ramsey County.
- Support an annual state omnibus bonding bill to address the backlog of public infrastructure and regional projects.
- Support additional state funds for elections implementation by local entities.
- Support changes to the county share formula for cannabis tax revenues to reflect the disparate impact cannabis prohibition has had on certain communities.

REGIONAL WORKFORCE INVESTMENTS

- Support efforts to align local, regional and statewide investments for workforce development programs to ensure the unique needs of businesses are met while supporting job seekers with career pathways needed to obtain family sustaining wages and benefits.
- Support legislation to address existing economic, racial and gender disparities, especially among Black/African American, American Indian and other racially/ethnically diverse communities, by coupling training and education with equity efforts in housing, transportation, childcare and other stabilizing factors.
- Support sufficient, ongoing state funding to provide workforce programming to those who are unemployed, under-employed or under-represented in the workforce to reduce disparities and to promote a diverse and inclusive workforce.
- Support additional funding and broader allowable uses of funding to provide workforce development supports for residents beyond what traditional program funds (WIOA/TANF) allow. Broader uses would include training stipends to enhance upward mobility, work tools and equipment, basic needs payments, and child enrichment activities.
- Support legislation that excludes payments made under Guaranteed Basic Income (GBI) programs from income assessments under public benefit programs.

- Support removal of employment barriers including barriers to obtaining a driver's license, which is a critical workforce credential. Pursue state investment in Ramsey County to create more employment and training supports and opportunities for those who are justice impacted. Support may include re-entry navigators.
- Pursue additional funding of \$750,000 to ensure continuity of the Tech Squad program and to support the development of public and private pathways for tech industry careers. This program, which addresses race, gender and socioeconomic gaps in the tech industry, was established with previous funding of \$1 million.

EXPANDING HRA ELIGIBILITY

- Pursue statutory changes to Ramsey County's Housing & Redevelopment Authority (HRA) that will allow the use of resources for businesses while continuing to prioritize housing fund investment. Statutory authority in Minn. Stat. 469.1082 and the use of special legislation allows the HRA to expand to include Economic Development Authority (EDA) powers. Ramsey County seeks this expansion to enable greater economic partnership with cities that opt in.

AFFORDABLE AND STABLE HOUSING

- Pursue funding and policy legislation in partnership with the Heading Home Ramsey Continuum of Care to fund emergency shelter, day shelter and winter warming spaces, and critical supportive services such as outreach, shelter entry, and diversion for individuals and families experiencing homelessness.
- Support increased funding for homeless prevention programs, including the Family Homeless Prevention and Assistance Program (FHPAP) and Local Homeless Prevention Aid (LHPA).
- Pursue clarifying language to the Local Affordable Housing Aid (LAHA) that allow up to 10% of aid to be used for program administration.
- Support increased funds and housing infrastructure bonds for the production and preservation of affordable housing.
- Support increased funds for housing programs that help first-time homeowners, those experiencing mental illness or other disabilities, those with criminal records, large families, families seeking reunification, veterans and those who are homeless.
- Support legislation that advances policy and practice reforms that reduce barriers to affordable homeownership, such as reducing the cost of production.
- Pursue an increase in the number of Housing Support Demonstration beds to 500, in accordance with last year's expansion of the program to all seven metro area counties, and an allocation of 28% of those beds to Ramsey County in accordance with the formula developed by the Regional Metro Committee.

DOWNTOWN REVITALIZATION

- Support Conversion of Underutilized Buildings (CUB) credit for developers pursuing conversion of downtown office buildings.

PROPERTY TAX ASSISTANCE

- Support transitioning the special property tax refund to a property tax credit that is automatically calculated and issued to qualifying homeowners on their annual property tax statement, thereby reducing property tax regressivity and helping keep home ownership affordable. Currently, state statute requires homeowners to apply for the special property tax refund.

INTEREST RATES ON TAX-FORFEITED PROPERTY

- Support legislation to allow the county to set market-based interest rates on contracts for deed for tax-forfeited properties to reduce barriers for low-income families interested in purchasing or repurchasing these properties and provide a low-barrier pathway to homeownership for those with more modest incomes.

TAX FORFEITURE

- Support revisions to the Tax Forfeited Lands Settlement (MN Laws 2024, Ch. 113, Sec. 1) to allow counties to recoup 100% of their costs associated with managing and cleaning up tax forfeited property before transferring remaining proceeds to state.

TRANSPORTATION AND TRANSIT FUNDING

- Support statewide transportation funding that adequately invests in the long-term sustainability of local communities and addresses deferred basic maintenance, safety concerns, mounting congestion and missed economic growth opportunities for businesses and commuters. A comprehensive, balanced and sustainable transportation solution should include robust funding for a multimodal transportation system including roads, bridges, sidewalks/trails and transit and address the varying needs in different parts of the state.
- Support legislation alongside Hennepin County to amend the Motor Vehicle Leased Sales Tax (MVLST) to include Ramsey and Hennepin counties as recipients so revenues can be spent in the metro-area counties where most funds are collected.
- Support investments in MnDOT's Local Bridge Replacement and Local Road Improvement Programs to fund the replacement, rehabilitation or removal of deficient bridges on the local road systems and for the construction or reconstruction of local roads.
- Oppose attempts to shift transit costs to counties.
- Support federal and state funding for major transportation and transit projects in Ramsey County that are extremely complex in nature, involve multiple jurisdictions and communities, span many years for project development, and require funding from multiple sources to complete. Some of these include:
 - Highway 36/Century Avenue (Highway 120) interchange.
 - Purple Line (Rush Line) Bus Rapid Transit
 - Rondo Community Land Bridge.
 - UP Railroad/BNSF Railway grade separation adjacent to Westminster Junction.
- Support federal and state funding for passenger rail planning, design, implementation, operation, as well as freight capacity improvements that would benefit passenger rail service.

- Pursue a long-range funding mechanism to cover the increased cost of rail liability insurance at Union Depot resulting from the launch of the Borealis train and future rail passenger service.
- Support for equity in funding of transportation development that helps to repair and acknowledge past wrongs with infrastructure investments.
- Support reform of the governance for Metropolitan Council with a focus on accountability, transparency, and cooperative partnership.
- Support a sales tax exemption on transit projects.
- Support a requirement that Metro Transit consult with locals when they ask for state or federal funds, so all parties are aware of project costs.
- Pursue speed camera enforcement similar to that authorized for Minneapolis and Mendota Heights in 2024.

Putting Well-being and Community at the Center of Justice System Transformation

RESPONSE OPTIONS FOR JUSTICE-INVOLVED YOUTH

- Pursue ongoing funding for culturally appropriate, intensely therapeutic, community-based home placement options for youth involved in the justice system.
- Support funding for the creation of family support groups, community-based sites for conflict or crisis de-escalation, and other resources to prevent incarceration and support youth and families through all stages of the justice process.
- Support legislation to align licensing requirements for service providers across state agencies to reduce barriers, along with additional investments for providers to sustain and improve programs that can fully support youth and their families.

COMMUNITY SUPERVISION FUNDING

- Support full funding for the community supervision formula and further refinement of the policy language enacted in 2023.

EXTENSION OF POST-CONVICTION RELIEF

- Support legislation to extend the current two-year post-conviction relief time limit for immigrants who face deportation proceedings or are otherwise unable to apply for immigration benefits due to improper, defective or outdated misdemeanor convictions.

GUN SAFETY

- Support legislation that reduces gun violence through a community-centered approach to violence prevention, including funding for focused deterrence, non-fatal shooting investigations, and funding for the development of new response types and enhancements to dispatch countywide resources.
- Support legislation authorizing cities and counties to set criteria for allowing weapons on their properties.

UNIFORM COLLATERAL CONSEQUENCES OF CONVICTION ACT

- Support legislation that gives those who have become permanently or temporarily ineligible for employment, housing or some licenses a means to apply for a restoration of their rights and notifies individuals when they are criminally charged, and again when they are sentenced and released, about the sanctions that apply to them.

FINES & FEES

- Support legislation to increase flexibility to waive fines and fees charged in the criminal justice system.
- Pursue legislation to eliminate the removal of a driver's license as a penalty for past due medical payments or allow counties the authority to waive the debt owed to them.
- Pursue legislation to increase funds available for auto theft prevention and intervention programs by increasing the auto theft fund surcharge to \$1.00 per vehicle every six months.

CASH BAIL REFORM

- Support legislation to eliminate the harm to community caused by the cash bail system by allowing the use of a risk assessment tool to determine whether to release individuals back into the community.

EXPUNGEMENTS

- Support legislation to centralize and automate the process of sealing criminal records for low-level felonies and lesser crimes after the waiting periods in the expungement statute.

DOMESTIC VIOLENCE PREVENTION

- Support funding to fully address the shelter and other needs of domestic violence victims.
- Support funding for programs targeted at reducing domestic violence rates in our community.

COURT SYSTEM FUNDING

- Pursue state funding to support the four specialty treatment courts run by the Second Judicial District. These courts provide alternative adjudication of certain DWIs, mental health related criminal cases, cases involving veterans, and cases involving substance abuse.
- Pursue legislation that would ensure reimbursement for county costs associated with providing state-mandated defense attorneys for Child in Need of Protection Services (CHIPS), civil commitment, and public housing eviction cases.

ALLIED RADIO MATRIX FOR EMERGENCY RESPONSE (ARMER) FUNDING

- Support sustainable, ongoing funding to update and maintain the ARMER Radio System that services public safety and public service radio users statewide.

HEALTH AND MENTAL HEALTHCARE FOR INCARCERATED INDIVIDUALS AND INDIVIDUALS IN THE COMMUNITY

Support legislation directing the Department of Human Services to submit a Section 1115 Medicaid Demonstration Waiver application to:

- (1) allow incarcerated individuals to access to proper health care in jails;
- (2) update Medicaid's prohibition on paying for health care and mental health treatment delivered in institutions;
- (3) allow incarcerated individuals to submit an application for SNAP and other benefits prior to their date of release; and
- (4) allow for Medicaid reimbursement for efforts related to the social determinants of health, including but not limited to, support for food security, transportation, housing, and mental health support.

Responding to Climate Change and Increasing Community Resilience

EQUITABLE CLIMATE CHANGE MITIGATION AND ADAPTATION

- Support legislation that mitigates contributions to climate change and promotes sustainability in county operations.
- Support legislation that resources the expansion of adaptation and mitigation efforts and responds to the impacts of increasingly extreme weather.
- Support legislation that focuses on increasing use of local, clean energy to create jobs and diversify the local economy.
- Support legislation and funding that protects and enhances natural environments, including efforts that address reforestation needs for local governments impacted by the Emerald Ash Borer.
- Support legislation that resources initiatives focused on the mental and physical health impacts of climate change.

WASTE AND ENERGY EFFORTS

- Support legislation to encourage the development and use of new technologies to address organic waste and create renewable energy resources, including by streamlining and adopting new permitting requirements that differentiate new technologies from waste-to-energy regulations developed in the 1980s.
- Support the legislative efforts of the Partnership on Waste and Energy and the Ramsey/Washington Recycling and Energy Board.
- Pursue, in collaboration with Washington County, additional funding to support the creation of a new anaerobic digestion facility for the east metro.

Aligning Talent Attraction, Retention & Promotion

EMPLOYEE SUPPORTS

- Pursue legislation to make any necessary changes to Ramsey County statute in order to implement initiatives that advance our primary goal of attracting, retaining and promoting talented employees across races, classes, cultures, genders, ages and abilities.
- Support legislation that allows county assessors to use more virtual and online tools in their appraisal work.

RAMSEY COUNTY SUPPORT OF OTHER POSITIONS

In addition to the initiatives contained in this platform, the Ramsey County Board of Commissioners generally supports the legislative recommendations of the local units of government within the county and organizations in which it holds membership, including, but not limited to:

- Association of Minnesota Counties (AMC) and its associated professional organizations, including:
 - Local Public Health Association of Minnesota (LPHA).
 - Minnesota Association of County Social Services Administrators (MACSSA).
 - Minnesota Association of County Officers (MACO).
 - Minnesota Association of Community Corrections Act Counties (MCCAC).
 - Minnesota County IT Leadership Association (MCITLA).
 - Solid Waste Administrators Association (SWAA).
 - Minnesota Association of County Veterans Service Officers (MACVSO).
- Association of Minnesota Emergency Managers (AMEM).
- Metropolitan Library Service Agency (MELSA).
- Minnesota Association of Watershed Districts (MAWD).
- Minnesota County Engineers Association (MCEA).
- Minnesota Association of Workforce Boards (MAWB).

The county board may choose to take a different position on individual items within the platforms of these and other organizations whose platforms they generally support. The county board may also consider additional positions in response to issues that emerge during the legislative session.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2024-634

Meeting Date: 11/19/2024

Sponsor: County Manager's Office

Title

2025 Ramsey County Federal Legislative Platform

Recommendation

1. Approve the 2025 Ramsey County Federal Legislative Platform.
2. Authorize Ramsey County representatives to work with members of U.S. Congress and other interested parties to promote legislation reflective of the positions contained in the platform.

Background and Rationale

On November 5, 2024, the Legislative Committee of the Whole met and reviewed a draft of the 2025 Ramsey County Federal Legislative Platform, which had been prepared by the Government Relations staff. The draft contained earlier changes suggested by the members of the board at the County Board Workshop on October 15, 2024, as well as changes recommended by staff and requested by community partners. The Legislative Committee of the Whole approved the proposed platform as presented and asked staff to incorporate changes based on the discussion.

The Legislative Committee of the Whole recommends the draft of the Ramsey County Federal Legislative Platform now submitted to the County Board.

County Goals (Check those advanced by Action)

- Well-being
 Prosperity
 Opportunity
 Accountability

Racial Equity Impact

The racial equity impacts of each item or position included in the draft 2025 State Legislative Platform were considered as part of the solicitation for proposed items and positions from service teams, departments and staff. Most of the proposed items have a direct impact on racial equity, particularly those items that provide increased access to services or benefits specifically targeted to low-income individuals, families or communities, which disproportionately include more people of color and American Indians. These services or opportunities provide improved access to health care, stable housing, childcare subsidies, employment opportunities and program and service refinements designed to positively engage cultural values. These efforts are reflected in the proposed top legislative priorities of the platform draft, which include housing stability and affordability, mental and behavioral health systems and support, workforce supports, and community-centered criminal justice system reform.

Community Participation Level and Impact

Government Relations will share the 2025 Federal Legislative Platform with appropriate Ramsey County advisory committees. This platform will also be discussed with other county organizations and advocacy groups.

- Inform
 Consult
 Involve
 Collaborate
 Empower

Fiscal Impact

Many of the positions in the federal platform have financial implications and would require state and/or county appropriations if legislation is enacted. The platform items that require county expenditures may do so in the form of a federally-imposed maintenance of effort, a required local funding match, or through a new or revised operating cost. When there are implications for the current budget, necessary budget adjustments can be brought before the Ramsey County Board through a request for board action; through adjustment to the current fiscal county budget; or through changes to the Capital Improvement Plan, depending on the specifics of the funding change.

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On October 15, 2024, a Ramsey County Board workshop was held on the 2025 Federal Legislative Platform.

Attachments

1. 2025 Federal Legislative Platform

Ramsey County Legislative Priorities: 2025 Federal Legislative Platform (DRAFT)

LEGISLATIVE TOP PRIORITIES

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- Investing in housing stability—affordability and transitions out of homelessness.
- Funding to implement the Minnesota African American Family Preservation Act.
- Preventing and responding to youth violence through innovative community programming and investments.

Systems transformation:

- Improving mental and behavioral health systems and support.
- Reforming criminal justice approaches, centering community.

Economic competitiveness and inclusion:

- Funding for Ramsey County capital improvement and infrastructure requests.
- Investing in workforce supports for all residents.
- Responding to climate change by prioritizing adaptation and resiliency.
- Funding transportation, including new revenues for transit, roads and bridges.

CAPITAL IMPROVEMENT REQUESTS

RAMSEY COUNTY BONDING REQUESTS

Rice Creek Commons Infrastructure \$25M

The Park at RiversEdge \$20M

Advancing Racial and Health Equity and Shared Community Power

PROTECT BASIC HUMAN RIGHTS OF IMMIGRANTS

- Support immigrants and refugees in navigation and access to core programs and wrap around services such as public assistance, housing, medical assistance, basic cash support and safety and protection from domestic violence and with law enforcement.
- Support legislation that is welcoming and inclusive to immigrants/refugees and that invests in culturally specific services and community engagement, to build stable lives for themselves, their families and to contribute to the communities in which they live.

MISSCLASSIFICATION OF HMONG

- Support efforts to ensure the Hmong peoples are not misclassified as East Asian. The U.S. Census Bureau has historically misclassified them which has led to confusion in data, resources and perceptions of Hmong.

AFFORDABLE CARE ACT (ACA)

- Oppose legislation that would change or remove essential provisions of the ACA, including coverage for pre-existing conditions, dependent coverage until age 26, no limits on annual/lifetime coverage, no-cost coverage for preventative care and the mandate for individual coverage.
- Support the local-state-federal partnership structure for financing health care access and oppose measures that shift federal and state costs to counties.
- Support premium assistance to help keep the cost of insurance within reach.

EQUAL RIGHTS AMENDMENT

- Support efforts to ratify the Equal Rights Amendment to provide equal protection under federal law to all people, regardless of gender.

MEDICAID SERVICES FINANCING

- Support legislation to enhance flexibility in the Medicaid program to support local care systems. Preserve the ability to match local funds and receive targeted supplemental payments and bolster the federal-state-local partnership structures for Medicaid services.

COMMITMENT TO VETERAN SUPPORT AND OUTREACH (CVSO) ACT

- Support legislation providing funding to states to carry out programs that improve outreach and assistance to veterans and the spouses, children and parents of veterans, to ensure that such individuals are fully informed about, and assisted in applying for, any veterans and veterans-related benefits and programs for which they may be eligible.

MENTAL HEALTH

- Support consistent funding for mental health services provided through the Substance Abuse and Mental Health Services Administration, as well as legislation that will increase Ramsey County's ability to provide local systems of care. Funding for the Community Mental Health

Services (CMHS) block grant should be funded at current levels or increased to rise with demand for services.

- Support the Mental Health Professionals Workforce Shortage Loan Repayment Act which will reimburse federal student loans up to \$250,000 for those who pursue a career in the mental health field where there are shortages.
- Support legislation focused on helping schools to work with community groups to bring in more mental health professionals, as well as to train school staff to recognize the signs that a student may be struggling and connect them to help.

INFECTIOUS DISEASE FUNDING

- Support efforts to provide local and state governments flexible funding that can be used for public health response and community needs related to outbreaks of infectious diseases.

Putting Well-being and Community at the Center of Justice System Transformation

FIREARM REGULATION

- Support legislation to reinstate the Firearms Assault Weapons Ban to take a strong first step in addressing the epidemic number of mass shootings and other gun-related violence. When the 1994 ban sunset in 2004, a surge of automatic weapons shootings occurred, which has not subsided. The ban was effective and should be reinstated.

BILLABLE MEDICAL SERVICES FOR INCARCERATED INDIVIDUALS

- Support legislation allowing Medicaid/Medicare funding to pay for all billable medical services for incarcerated individuals. Most of the patients who are incarcerated qualify for Medicaid and Medicare and many have it before incarceration. Keeping Medicare and Medicaid insurance current and active for individuals increases access to care and ability to receive timely care after release, improving healthcare outcomes and decreasing local and county government cost.

Responding to Climate Change and Increasing Community Resilience

EQUITABLE CLIMATE CHANGE MITIGATION AND ADAPTATION

- Support legislation that mitigates contributions to climate change and promotes sustainability in county operations.
- Support legislation that resources the expansion of adaptation and mitigation efforts and responds to the impacts of increasingly extreme weather.
- Support legislation that focuses on increasing use of local clean energy to create jobs and diversify the local economy.
- Support legislation and funding that protects and enhances natural environments, including efforts that address reforestation needs for local governments impacted by the Emerald Ash Borer.
- Support legislation that resources initiatives focused on the mental and physical health impacts of climate change.

LAND AND WATER CONSERVATION FUND ACT (LAWCON)

- Support continued funding through the Land and Water Conservation Fund.

CLEAN WATER

- Support investment and funding for infrastructure improvements relating to any contamination of water systems, as well as improved corrosion control, lead monitoring and public notification of contaminants in public drinking water. Support improvement of storm water, wastewater and drinking water infrastructure.
- Support passage of the Mississippi River Restoration and Resilience Initiative (MRRRI).

RECYCLING AND ENERGY

- Support increased investments in sustainable and renewable energy.
- Support efforts to refine new Environmental Protection Agency (EPA) regulations to clarify that certain receivers of waste material should not be liable for PFAS-related impacts resulting from the required processing of that waste, as these facilities are not generating or creating the waste being processed or causing PFAS to be present in that waste.

Advancing a Holistic Approach to Strengthen Families

SOCIAL SERVICES BLOCK GRANT FUNDING (SSBG)

- Support legislation to maintain or increase SSBG block grants at the current funding level. SSBG supports services such as adult protective services, special needs childcare, child welfare and child abuse prevention.

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP)

- Support efforts to preserve and expand the SNAP program to address hunger and food security issues for no and low-income residents, including efforts to raise the minimum benefit level and to eliminate three-month time limits on SNAP eligibility for certain working-age adults and college students.
- Support legislation to allow persons to use SNAP benefits to purchase hot prepared meals.

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)

- Support efforts to increase investment in and expand eligibility for TANF.
- Support additional funding and broader allowable uses of funding to provide workforce development supports for residents beyond what traditional program funds (WIOA/TANF) allow. Broader uses would include training stipends to enhance upward mobility, work tools and equipment, basic needs payments, and child enrichment activities.

FAMILIES FIRST (TITLE IV-E)

- Support efforts to implement full funding and rollout of the Families First promises to address long-standing issues with state and county child protection and foster care systems, including racial disparities of out-of-home displacements.

PARENTING TIME ORDERS

- Support legislation allowing the use of Title IV-D funds to get parenting time orders set for Recognition of Parentage (ROP) families like what is currently allowed for court-ordered paternity adjudication families.

HUNGER RELIEF

- Support additional funding and policy changes to address hunger and food insecurity relief needs in Ramsey County for children and adults.
- Support legislation to permanently provide no-cost school lunch to all children.
- Support policy change and funding to allow food growing spaces; increasing community resiliency, urban agriculture and local food economies.

ADDITIONAL CASH PAYMENTS OR ECONOMIC SUPPORTS TO FAMILIES

- Support legislation to provide cash payments or other economic supports to families in a way that will not make them ineligible for economic assistance programs, with the goal of removing barriers so families can self-stabilize.

Intergenerational Prosperity for Racial and Economic Inclusion

THE PARK AT RIVERSEdge

- Pursue \$20 million in funding for the Park at RiversEdge. RiversEdge is an innovative public-private project revitalizing the historic riverfront and expanding public access to the Mississippi River. The Park at RiversEdge is a new nine-acre urban park that will provide a land bridge extension of the public realm space. The funds will be used for the design, engineering, and construction of underlying infrastructure, parking to support the site, and the park itself. The Park at RiversEdge will include expanded public access to the river from the downtown bluff to the shoreline, community gathering space for public events, and trails that connect to the river and to other downtown destinations and park trail systems.

TRANSPORTATION

- Support federal and state funding for passenger rail planning, design, implementation, operation, as well as freight capacity improvements that would benefit passenger rail service.
- Pursue funding for critical Ramsey County projects, including, but not limited to:
 - METRO Purple Line (Rush Line) Bus Rapid Transit.
 - Rice Street Revitalization: From Pennsylvania Avenue to Wheelock Parkway.
 - Rice Street Revitalization: From Wheelock Parkway to County Road B.

DIGITAL INCLUSION

- Pursue and support federal efforts and funding for digital inclusion and equity to ensure all residents have access to affordable broadband choices, computing devices and multilingual training and internet-safety skills. This includes, but is not limited to: increasing the federal

standard for broadband speeds; increasing the availability of high-quality and competitive broadband choices for residents in single-family homes, public housing, and apartment buildings and condominiums, particularly in urban digital desert census tracts; and supporting renewed funding for the Affordable Connectivity Program (ACP) and other affordable, sustainable and subsidized device ownership programs and multilingual digital literacy navigation and skills training that ensure all residents can participate in the economy and digital life.

HEADING HOME RAMSEY CONTINUUM OF CARE

- Pursue funding and policy legislation in partnership with the Heading Home Ramsey Continuum of Care to fund emergency shelter, day shelter and winter warming spaces, and critical supportive services such as outreach, shelter entry, and diversion for individuals and families experiencing homelessness.

AFFORDABLE AND STABLE HOUSING

- Support an increase in public funds for Housing Choice Vouchers, affordable homeownership and the production and preservation of affordable ownership housing.
- Support legislation to advance policy and practice reforms that reduce barriers to affordable homeownership, such as reducing the cost of production.
- Support efforts to make administration of HOME and CDBG programs less burdensome for local governments.
- Oppose legislation to change or eliminate the HOME Program, which provides important funding for affordable housing units in market-rate multifamily new construction. Ramsey County is part of a four-county consortium and currently receives approximately \$400,000 per year from HOME, a reduction of more than \$350,000 per year over the past 10 years.
- Support legislation to restore funding to the US Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). CDBG supports community development programs for low- and moderate-income families in suburban Ramsey County. Ramsey County currently receives approximately \$1.2 million, down 50% from historic levels. The county supports the restoration of funding for the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant.

RAMSEY COUNTY SUPPORT OF OTHER POSITIONS

In addition to the recommendations contained in this platform, the Ramsey County Board of Commissioners generally supports the legislative recommendations of the organizations in which it holds membership, including, but not limited to: The National Association of Counties (NACo) and its associated professional organizations, not including any recommendations that are inconsistent with Ramsey County's values and strategic goals.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2024-650

Meeting Date: 11/19/2024

Sponsor: Board of Commissioners

Title

Commissioner Frethem Proclamation

Attachments

1. Proclamation

Proclamation

WHEREAS, Commissioner Nicole Joy Frethem has served the people of Ramsey County with distinction and dedication, demonstrating unwavering leadership by advancing policies and initiatives that have had a lasting positive impact on our community; and

WHEREAS, Commissioner Frethem was instrumental in the strategic investment of American Rescue Plan (ARPA) dollars to support the childcare workforce through the Wayfinder program, which was so successful that it expanded statewide and garnered national recognition, including a special acknowledgment by President Biden at the National Association of Counties conference in 2023; and

WHEREAS, Commissioner Frethem was instrumental in driving substantial progress in the development of Rice Creek Commons, collaborating with the Joint Development Authority (JDA) to increase the quantity and affordability of housing, while committing to an all-electric, carbon-free, Platinum-level LEED development that will serve as a model for sustainable communities; and


WHEREAS, Commissioner Frethem led work to establish an Arts, Cultural, and Creative Enterprise comprehensive strategy and an Advisory Commission, with the goal of enhancing vibrancy, economic development, and cultural richness in Ramsey County; and

WHEREAS, Commissioner Frethem strove to engage with community, leading events and conversations within the community on topics such as flooding in Snail Lake Regional Park, affordable housing in the suburbs, development at Rice Creek Commons, changes to the Ramsey County parks ordinance, public safety, mental health, and the creative arts economy; and


WHEREAS, Commissioner Frethem represented Ramsey County on numerous boards and commissions, including the County-Court Joint Committee, GenerationNext, Law Library Trustee, Metropolitan Mosquito Control District Board, Northeast Youth and Family Services Board, Ramsey County Extension Committee, Ramsey & Washington Recycling & Energy Board, Suburban Ramsey Family Collaborative Joint Powers Board, TCAAP & Rice Creek Commons Joint Development Authority, Willow Lake Nature Preserve Foundation Board, Youth Justice Transformation, Metro Conservation District; and


WHEREAS, Commissioner Frethem served on the board of the Community Action Partnership of Ramsey and Washington County from January 2020 until the end of her term in December 2024, serving for a year and half as the vice chair of the board and two years as the board chair, leading the executive director search committee and driving organizational transformation and improvement efforts; Now, Therefore, Be It

PROCLAIMED, In recognition and honor of Commissioner Frethem's leadership and service to Ramsey County, the Ramsey County Board of Commissioners declares November 19, 2024, as Commissioner Nicole Joy Frethem Day in Ramsey County.


Victoria Reinhardt, Board Chair, District 7


Rena Moran, Commissioner, District 4


Mary Jo McGuire, Commissioner, District 2


Mai Chong Xiong, Commissioner, District 6


Rafael Ortega, Commissioner, District 5


Ling Becker, County Manager