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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
BRAD MERKEL, UTILITIES SUPERVISOR  
**SUBJECT:** RESOLUTION: COMED LED STREET LIGHTING PROGRAM  
**AGENDA:** OCTOBER 18, 2016 REGULAR BOARD MEETING  
**DATE:** OCTOBER 11, 2016

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**ISSUE**

Should the Village Board approve a resolution with ComEd for participation in the ComEd Smart Ready Led Street Light Program.

**DISCUSSION**

On September 26, 2016, Staff met with representatives of ComEd to discuss the LED Street Lighting Upgrade Grant. The grant covers replacing the existing 54 ComEd owned street light fixtures with Smart Ready LED fixtures. The cost to Village for replacing the fixtures would normally be approximately \$375 each, but those costs would be paid for by an Energy Efficiency Grant equal to the replacement charge. The change to LED fixtures is estimated to save the Village approximately \$2,000 per year on energy costs. Attached is a copy of the agreement and the spreadsheets from ComEd outlining the estimated savings. Staff is recommending participation in the program.

**COST**

There are no costs to the Village for participation in this program. The costs associated with this program would be offset by an Energy Efficiency grant.

**RECOMMENDATION**

The Village Board approves **Resolution # 20161018PW1** authorizing the Village Administrator to execute an agreement with ComEd for participation in the Smart Ready Led Street Light Program.



**RESOLUTION NO. 20161018PW1**

**VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS**

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH COMED FOR PARTICIPATION IN THE SMART READY LED STREET LIGHT PROGRAM**

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village enter into an agreement with ComEd for participation in the Smart Ready LED Street Light Program, and to execute the attached agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

The Village Administrator is hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement between ComEd and the Village of Sugar Grove for the Smart Ready LED Street Light Program

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 18th day of October, 2016.

\_\_\_\_\_  
P. Sean Michels,  
President of the Board of Trustees  
of the Village of Sugar Grove, Kane  
County, Illinois

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Kevin M. Geary	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Mari Johnson	_____	_____	_____	_____
Trustee Ted Koch	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____
President P. Sean Michels	_____	_____	_____	_____

# Smart-Ready LED Street Lighting Agreement

## PROGRAM PARTICIPATION AGREEMENT

The Smart-Ready LED Street Lighting Program (“the Program”) replaces existing Commonwealth Edison (“ComEd”) owned street light fixtures (mercury vapor and high pressure sodium), located in participating municipalities, with Smart-Ready LED street lights.

This Smart-Ready LED Street Lighting Agreement (“Agreement”) is entered into by and between ComEd and the Village of Sugar Grove (“Customer”). ComEd and the Customer are sometimes referred to herein individually as a “Party”, and collectively as the “Parties.”

### PROGRAM TERMS AND CONDITIONS

- 1. Program Effective Dates.** This Agreement shall be effective upon execution by both Customer and ComEd, and shall terminate on or before May 31, 2017.
- 2. Customer Eligibility.** Customer is an existing municipal customer of ComEd that receives a fixture included street light rate. (Note: Customer may take electric energy from a company other than ComEd as long as Customer is obtaining delivery service from ComEd.) The fixture included street light rate is set forth in Table 1, attached hereto, and which is made a part hereof.
- 3. Project Timeline.** Following the execution of the Agreement, ComEd will work with the municipality to establish a schedule for the installation of the LED street light fixtures.
- 4. Customer Charges.** The change from the existing fixtures to a smart ready fixture will change the cost of the Fixture-Included Lighting Delivery Service Charge as well as energy cost to operate the fixtures. The estimated fixture included costs and estimated energy cost comparison of the existing street lights to LED street lights is provided in Table 1 hereto.

There is also a customer charge for the replacement of the fixtures and this charge will be offset by an Energy Efficiency credit equal to the customer replacement charge. Effectively, the customer will not incur any out of pocket costs to replace the fixtures.

### **5. Customer Obligations.**

- 5.1.** Customer must support ComEd, as requested, with access to the system and facilities, and municipal work permits as required to support the installation LED street light fixtures.

# Smart-Ready LED Street Lighting Agreement

- 5.2. Customer will be the point of contact for any resident concerns related to the installation of the LED street lights and will work with ComEd to resolve concerns raised by residents of the municipality.

## 6. ComEd Obligations.

- 6.1. ComEd will replace all existing ComEd owned Mercury Vapor (MV) and High Pressure Sodium (HPS) street lights that have an LED equivalent, subject to the current fixture included rate agreement, with new, lower wattage smart-ready LED street lights.
- 6.2. ComEd, through the state mandated energy efficiency programs, will provide a credit to the Customer in an amount equal to the cost to the Customer to replace the existing street light fixtures in the municipality. The cost of the replacement of the existing street light fixtures will be documented in a separate Customer Work Agreement developed for the street light fixture replacement.

## 7. Limitations of Liability.

- 7.1. Customer shall independently evaluate any advice or direction given by ComEd related to the adjustment of LED street light illumination levels. IN NO EVENT WILL ComEd, ITS CONSULTANTS, CONTRACTORS AND/OR SUBCONTRACTORS BE LIABLE FOR THE OPERATION OF CUSTOMER'S FACILITIES OR FIXTURES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE IMPLEMENTATION OF ANY FUNCTIONS OR TESTING UNDER THIS AGREEMENT.
- 7.2. ComEd shall indemnify, defend upon request and hold harmless Customer and its officers, agents, employees, representatives and assigns ("Customer Parties"), from losses, claims, damages, expense (including reasonable attorneys' fees) and liabilities sustained or incurred by the Customer Parties for any damage, loss or injury received or sustained by any person, persons, or property to the extent due to any negligent act, omission or misconduct of ComEd, its officers, agents and/or employees, directly arising out of, or in performance of, any of the provisions of this Agreement, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other applicable law, ordinance, order or decree.

# Smart-Ready LED Street Lighting Agreement

**8. Disclaimer:** ComEd does not guarantee that certain energy savings will be achieved and does not make any warranties associated with the measures implemented under the Program. ComEd has no obligations regarding, and does not endorse or guarantee, any claims, promises, representations, or work made or performed, or equipment furnished or installed by any contractors, subcontractors, or vendors pursuant to the Program. The Customer shall be entitled to the energy cost savings realized by the Customer that result from the installation of LED street light fixtures within the Customer's corporate limits. In consideration of the services provided by ComEd as part of the Program, the Customer agrees that ComEd is entitled to 100% of the rights and benefits associated with the measures, including without limitation PJM products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation, and customer waives, and agrees not to seek, any right to the same.

**9. Attorneys' Fees.** If litigation is commenced by either Party to enforce or interpret any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees at the trial, on appeal, and on any petition for review.

**10. Entire Agreement/Modification.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both Parties. To the extent any of the terms of this Agreement are deemed to conflict with the terms of the Franchise Agreement between ComEd and Customer, the terms of the Franchise Agreement shall control while both Agreements remain in effect.

**11. Disputes/Governing Law.** This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Illinois. Any litigation between the Parties shall be prosecuted only in the state or federal courts of the State of Illinois.

## **BY SIGNING BELOW:**

The Customer has read and accepts the terms and conditions of this Smart-Ready LED Street Lighting Agreement, and agrees to participate in the Smart-Ready LED Street Lighting Program.

# Smart-Ready LED Street Lighting Agreement

**Customer**

**ComEd**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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# Smart-Ready LED Street Lighting Agreement

## Table 1 2016 Rates

### Village of Sugar Grove

Cost comparison of Fixture Included Street Light fixture Costs, 2016 Rates, Existing Fixtures versus LED Fixture

Existing fixtures, 2016										LED Fixtures, 2016			
Billing Count	Wattage	2016 Fixture cost	Monthly Energy Cost	Monthly Cost per Fixture	Monthly Cost by Type	Wattage	2016 Fixture cost	Monthly Energy Cost	Monthly Cost per Fixture	Monthly Cost by Type			
100W MV	0	\$3.65	\$1.71	\$5.36	\$0.00	53	\$2.68	\$0.74	\$3.42	\$0.00			
175W MV	32	\$3.71	\$3.04	\$6.75	\$216.09	53	\$2.68	\$0.74	\$3.42	\$109.54			
250W MV	5	\$3.84	\$3.94	\$7.78	\$38.90	75	\$2.97	\$1.05	\$4.02	\$20.11			
400W MV	7	\$4.34	\$6.17	\$10.51	\$73.57	101	\$3.22	\$1.42	\$4.64	\$32.45			
70 W HPS	0	\$3.94	\$1.15	\$5.09	\$0.00	53	\$2.68	\$0.74	\$3.42	\$0.00			
100 W HPS	0	\$3.99	\$1.70	\$5.69	\$0.00	53	\$2.68	\$0.74	\$3.42	\$0.00			
150 W HPS	0	\$4.02	\$2.45	\$6.47	\$0.00	75	\$2.97	\$1.05	\$4.02	\$0.00			
250 W HPS	10	\$4.28	\$4.16	\$8.44	\$84.45	101	\$3.22	\$1.42	\$4.64	\$46.36			
400 W HPS	0	\$4.63	\$6.52	\$11.15	\$0.00	101	\$3.22	\$1.42	\$4.64	\$0.00			
Total	54												

Estimated Energy Cost	\$	0.04100
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2016 Fixture Monthly Cost	\$413.00
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2016 Monthly Cost Savings	\$204.54
2016 Per Fixture savings	\$3.79

Annual Cost Savings	\$2,454.45
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2016 LED Monthly Cost	\$208.47
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Operating hours per month =342

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 "Smart Ideas® Energy Efficiency program is funded by ComEd customers in compliance with Illinois law."

# Smart-Ready LED Street Lighting Agreement

## Table 1 Proposed 2017 Rates

### Village of Sugar Grove

Cost comparison of Fixture Included Street Light fixture Costs, Proposed 2017 Rates, Existing Fixtures versus LED Fixture

Existing fixtures, 2017 Proposed Rates										LED Fixtures, 2017 Proposed Rates				
	Billing Count	Wattage	Proposed 2017 Fixture cost	Monthly Energy Cost	Monthly Cost per Fixture	Monthly Cost by Type		Wattage	Proposed 2017 Fixture cost	Monthly Energy Cost	Monthly Cost per Fixture	Monthly Cost by Type		
100W MV	0	122	\$4.23	\$1.71	\$5.94	\$0.00	LED-53	53	\$2.70	\$0.74	\$3.44	\$0.00		
175W MV	32	217	\$4.26	\$3.04	\$7.30	\$233.69	LED-53	53	\$2.70	\$0.74	\$3.44	\$110.18		
250W MV	5	281	\$4.45	\$3.94	\$8.39	\$41.95	LED-75	75	\$3.32	\$1.05	\$4.37	\$21.86		
400W MV	7	440	\$5.01	\$6.17	\$11.18	\$78.26	LED-101	101	\$3.68	\$1.42	\$5.10	\$35.67		
70 W HPS	0	82	\$4.67	\$1.15	\$5.82	\$0.00	LED-53	53	\$2.70	\$0.74	\$3.44	\$0.00		
100 W HPS	0	121	\$4.76	\$1.70	\$6.46	\$0.00	LED-53	53	\$2.70	\$0.74	\$3.44	\$0.00		
150 W HPS	0	175	\$4.60	\$2.45	\$7.05	\$0.00	LED-75	75	\$3.32	\$1.05	\$4.37	\$0.00		
250 W HPS	10	297	\$4.99	\$4.16	\$9.15	\$91.55	LED-101	101	\$3.68	\$1.42	\$5.10	\$50.96		
400 W HPS	0	465	\$5.45	\$6.52	\$11.97	\$0.00	LED-101	101	\$3.68	\$1.42	\$5.10	\$0.00		
Total	54													

Estimated Energy Cost	
\$	0.04100

2017 Proposed Fixture Monthly Cost	\$445.44
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2017 Proposed LED Monthly Cost	\$218.68
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2016 Monthly Cost Savings	\$226.77
2016 Per Fixture savings	\$4.20

Operating hours per month =342

Annual Cost Savings	\$2,721.21
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