



AGENDA OF THE TRANSIT COMMISSION

WEDNESDAY, JULY 20, 2022, 8:15 AM

TRANSIT

901 University Ave

A. Roll Call.

- I. Roger Kolb, Chair; Emily Ysebaert, Vice-Chair; Kevin Kuehn, Secretary; Alderman Randy Scannell, Rashad Cobb, Michael Conley-Kuhagen and Jessica Franco-Morales

B. Approval of the Agenda.

- I. Approval of the July 20, 2022 Transit Commission Agenda

C. Approval of Minutes.

- I. Approval of the June 15, 2022 Transit Commission Minutes

D. Regular Business.

- I. Discussion/Action: Computer Aided Dispatch and Automatic Vehicle Location System (CAD/AVL)
2. Discussion/Action: Local Share Cost Allocation Study
3. Discussion/Action: City-wide Comprehensive Energy Planning Project

E. Informational.

- I. Operational Reports
2. Financial Report
3. Director's Report

4. Next Transit Commission Meeting: Wednesday, August 17, 2022

F. Adjournment.

- 1) SUPPLEMENTAL INFORMATION: The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at www.greenbaywi.gov/Meetings.
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that the Common Council is scheduled (or planned to be in attendance) to attend this Transit Commission meeting. A quorum will be confirmed at the start of the meeting. This will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 20, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # B.1

Approval of the July 20, 2022 Transit Commission Agenda

BACKGROUND

Enclosed is the agenda for the Transit Commission meeting being held on July 20, 2022.

RECOMMENDATION

Staff recommends the approval of the agenda for July 20, 2022.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 20, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # C.I

Approval of the June 15, 2022 Transit Commission Minutes

BACKGROUND

Enclosed are the proposed minutes for the Transit Commission meeting held on June 15, 2022.

RECOMMENDATION

Staff recommends the approval of the minutes from June 15, 2022.

FISCAL IMPACT

ATTACHMENTS

- I. Transit Commission 6-15-22



MINUTES OF THE TRANSIT COMMISSION

WEDNESDAY, JUNE 15, 2022, 8:15 AM

TRANSIT

901 University Ave

A. ROLL CALL.

I.

Roger Kolb, Chair; Emily Ysebaert, Vice-Chair; Kevin Kuehn, Secretary; Alderman Randy Scannell, Rashad Cobb, Michael Conley-Kuhagen and Jessical Franco-Morales

Present: Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Jessica Franco-Morales, Rashad Cobb, Excused: Michael Conley-Kuhagen

Chair Roger Kolb called the meeting to order at 8:15 a.m.

B. APPROVAL OF THE AGENDA.

I. Approval of the June 15, 2022 Transit Commission Agenda

Moved by Ald. Randy Scannell, seconded by Commissioner Kevin Kuehn to approve the June 15, 2022 agenda. Motion carried.

Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Rashad Cobb, Jessica Franco-Morales, No- None, Abstain- None

C. APPROVAL OF MINUTES.

I. Approval of the May 18, 2022 Transit Commission Minutes

Moved by Ald. Randy Scannell, seconded by Commissioner Emily Ysebaert to approve the minutes from the May 18, 2022 meeting. Motion carried.

Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Rashad Cobb, Jessica Franco-Morales, No- None, Abstain- None

D. REGULAR BUSINESS.

I. Discussion/Action: Lighting Upgrade

Director Kiewiz stated that staff have been working with city engineers on evaluating lightening and upgrades for the interior of the facility, including the garage to LED. Back in 2010, we updated the maintenance garage lighting. However, there are more energy-efficient and energy-saving options available now. We will be using the additional federal grant dollars to pay for the lighting upgrade.

Moved by Commissioner Kevin Kuehn, seconded by Commissioner Emily Ysebaert to award the lightening project to Eland Electric Corp. for the amount of \$236,863.00. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Rashad Cobb, Jessica Franco-Morales, No- None, Abstain- None

2. Discussion/Action: Green Bay Metro's Transit Asset Management Plan (TAM)

Director Kiewiz stated in compliance with 49 CFR Parts 625 and 630 for Transit Asset Management (TAM), Green Bay is the TAM Sponsor for the Section 5307 Grant in the Green Bay Urbanized Area, 5339 Bus and Bus Facilities, 5310 Enhanced Mobility for Seniors and Individuals with Disabilities sub-recipients, or other federal grants received by Metro. This plan layouts how capital assets will be tracked, monitored and the process for replacement. Modifications have been made to update equipment/assets.

Moved by Ald. Randy Scannell, seconded by Commissioner Emily Ysebaert to approve . Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Rashad Cobb, Jessica Franco-Morales, No- None, Abstain- None

E. INFORMATIONAL.

I. Presentation: Report by the Brown County Planning Commission/Metropolitan Planning Organization (MPO) for the Green Bay Urbanized Area regarding the Federal Bipartisan Infrastructure Law (BIL) and funding opportunities through the Surface Transportation Block Grant (STBG) Program and the Carbon Reduction Program.

Lisa Conard from Brown County Planning/Metropolitan Planning Organization (MPO) for the Green Bay Urbanized Area provided the Commission a brief background on the new federal transportation law, the Bipartisan Infrastructure Law (BIL), which provides funding above previous levels for a five year period, beginning with Federal Fiscal Year 2022. The Wisconsin Department of Transportation (WisDOT) will be distributing the funds over the next five fiscal years, beginning in the current FFY 2022.

The BIL requires WisDot to continue the practice of sub-allocating STBG funding to Metropolitan Planning Organizations (MPO), that is, urbanized areas with populations of 50,000 or more. The STBG funds are required to cover 50% and 80% of the total project cost.

Green Bay Metro has applied for and received STBG funds \$480,000.00 to offset the cost of (1) fixed route buses and to improve the transitway.

The new federal transportation law created the Carbon Reduction Program. This program provides funding for a variety of transportation related projects that can demonstrate a reduction in carbon emissions. Carbon Reduction Program funding must cover 50% and 80% of the total project cost.

Green Bay Metro has applied for the replacement of its computer aided dispatch/ automatic vehicle locator (CAD/AVL) system and was approved by the Brown County Planning Commission Board on June 1, 2022 for the amount of \$520,000.00.

There was much discussion on the process of communicating with the public when the new CAD/AVL system is in place. Director Kiewz stated Andrea would be making presentations to the public to educate and train them on the system.

2. Operational Reports

Director Kiewiz stated that due to the timing of receiving information and the close out of the month, we will be providing the Commission ridership one month in the rear. She indicated that we are seeing an increase in ridership.

3. Financial Report

Director Kiewiz stated in your packets you will find the operating expense report through April. Metro should be about 33% of the budget through May. Currently, we are below budget. The staff have no concerns.

4. Director's Report

Director Kiewiz provided an overall update.

The current vacant positions are a fueler, a mechanic and 4 bus operators.

Director Kiewiz attended the Allouez board meeting to update them on the budget for transit in Allouez.

Staff will be bringing the new funding mechanism for the partnering municipalities next month.

Staff are beginning the process of the 2023 budget.

The 2021 fuel cost averaged \$2.23. From January through May, the average cost per gallon was \$3.31 and our last load averaged \$4.47 per gallon.

The staff is potentially looking at extending Saturday services in the future.

5. Next Transit Commission Meeting: Wednesday, July 20, 2022

F. ADJOURNMENT.

Moved by Ald. Randy Scannell, seconded by Commissioner Emily Ysebaert to adjourn at 9:19 a.m.
Motion carried.

Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Kevin Kuehn, Rashad Cobb, Jessica Franco-Morales, No- None, Abstain- None



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 20, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # D.I

Discussion/Action: Computer Aided Dispatch and Automatic Vehicle Location System (CAD/AVL)

BACKGROUND

Staff worked with the Purchasing Department to conduct an RFP for CAD/AVL system. Our current system was purchased in 2018. Our system is no longer supported due to the company being sold. With GBM having an additional mode of transit, staff is looking for a new system that will allow functionality and seamless options between services.

RECOMMENDATION

Staff recommends the approval to the highest responsive bidder not to exceed the projected project budget of \$650,000, excluding annual maintenance fees.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 20, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # D.2

Discussion/Action: Local Share Cost Allocation Study

BACKGROUND

Director Kiewiz will provide background on the current funding structure between the City of Green Bay and contributing partners.

RECOMMENDATION

Staff recommends the approval of the new funding structure as provided in the local cost allocation study. To include an annual review to ensure equity for all contributing partners.

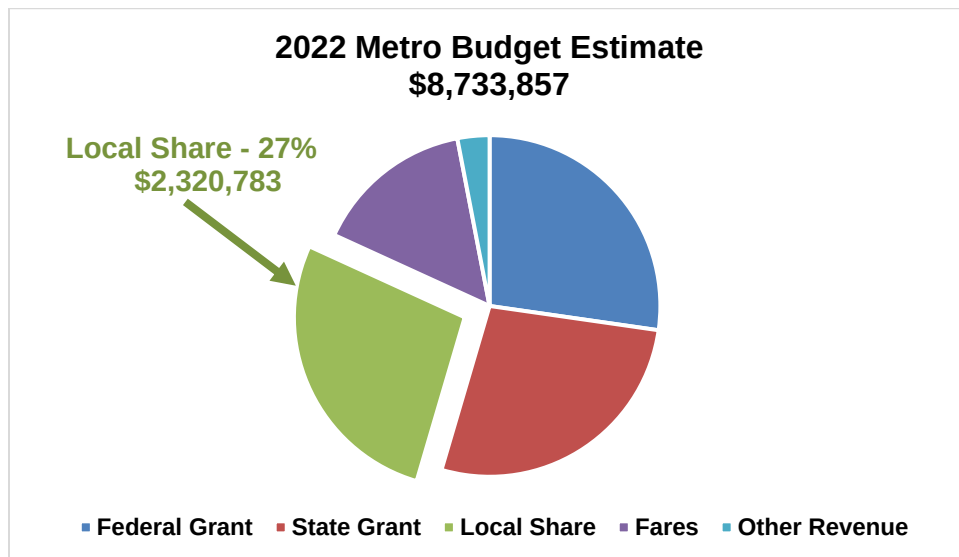
FISCAL IMPACT

ATTACHMENTS

- I. Regional Approach to Local Share Cost Allocation Study - Feb 28 2022

**Green Bay Metro
Local Share Cost Allocation Study
for Fixed Route Bus, On-Demand Microtransit, and Paratransit Services
by Brown County Planning Commission (BCPC)/
Metropolitan Planning Organization (MPO) for the Green Bay Urbanized Area
March 2022**

Green Bay Metro provides fixed route bus, on-demand microtransit, and paratransit services within the Cities of Green Bay and De Pere and within the Villages of Allouez, Ashwaubenon, and Bellevue. To pay for the service, Metro applies for and receives federal and state grants and generates revenue through passenger fares, sale of advertising, and partnerships. However, these grants and revenues do not cover the full cost of operating the services. The municipalities that participate in the system are responsible for the balance (or the “local share”) of the service costs.



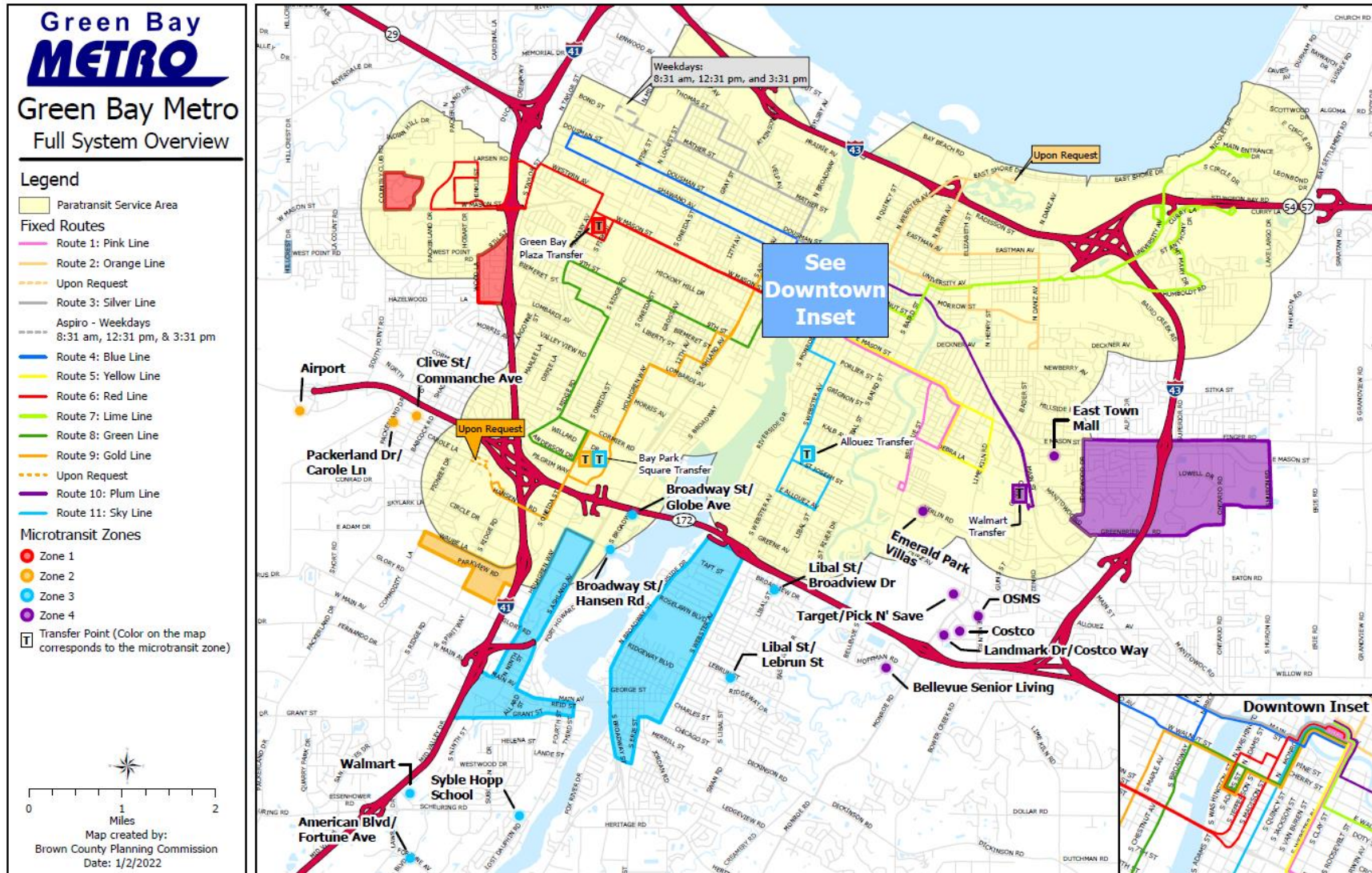
For many years, each participating municipality has contributed to the local share. For fixed route bus service, each municipality was “billed” based on the number of annual service miles within its boundaries. For paratransit services, each municipality was “billed” for its share of the population within the paratransit service area.

However, with the addition of the on-demand microtransit service and without ridership experience to support an equitable local funding mechanism, the municipalities agreed to continue to fund the system as they had in the past until a suitable local funding mechanism could be established. It was also agreed that Green Bay Metro and MPO staffs would work to develop this funding mechanism in early 2022 with the understanding that a local share formula would be established prior to the development of 2023 budgets.

Green Bay Metro

Full Service Fixed Route Bus, On-Demand Microtransit, and Paratransit Services

February 2022



Fixed Route Bus Service

Metro provides 11 full service and three limited service fixed routes using 35' and 40' buses. Fixed route bus service is provided in Green Bay, De Pere, Allouez, Ashwaubenon, and Bellevue.



It is anticipated that Metro will provide over 770,000 miles of fixed route bus service in 2022.

Current method of calculating local share: Cost of annual service miles provided within each municipality minus federal and state grants, fares, advertising, and partnership revenue.

Green Bay Metro On Demand Microtransit Service

Microtransit is an on-demand shared ride service. It uses the same technology as ride hailing services like Uber. Passengers request a ride through a mobile app (or by phone) and a vehicle is dispatched in real time to a pick-up location within one of the designated service zones.



Green Bay Metro implemented a microtransit pilot program in 2020 and hired the private company Via (Metro's current paratransit provider) to operate the service. The service is provided using vans that can accommodate mobility devices.

The program was designed to allow riders the ability to move seamlessly between the fixed route bus and microtransit services.

Because the microtransit pilot program was successful, Metro expanded the program in August of 2021 to include other areas where fixed route buses were carrying relatively few passengers. Since the expansion, Metro is providing an average of 1,900 microtransit trips per month. Average vehicle arrival times are approximately 11-13 minutes and ride times average 9-12 minutes. Prior to this, many transit users located on the periphery of the service area had access to a bus only once per hour. Feedback from passengers has been positive.

How much does Metro pay for microtransit? How much Metro pays for microtransit is based on the demand for the service. If a trip is requested, Via dispatches a vehicle, service is provided, and Metro is billed on a per hour per vehicle basis. If no one requests a trip, a vehicle is not dispatched.

The current contract rate is \$73.00 per vehicle per hour.

Current method of calculating local share: None. As stated earlier, each of the five participating municipalities agreed to contribute an amount that is proportional to its share of services prior to the time the microtransit pilot was implemented. The municipalities agreed to this with the understanding that a local share formula would be established prior to the development of their 2023 budgets.

Methods of Allocating Microtransit Local Share Costs by Municipality

Green Bay Metro and MPO staffs have worked to identify a preferred local share funding method through significant data collection, analysis, and scenario development. Examples of the potential methods evaluated by staff include:

- Trip origins within each municipality
- Population within the service area by municipality
- Land area served within ¼ mile of a microtransit service zone

A summary of the microtransit information that was evaluated for the three month period between October 1 and December 31, 2021 is shown in the following table:

Municipality	Trip Origins	Zones 1-4 Service Area Population M-F 5:45 am-8:45 pm & Sat 7:45 am-3:45 pm	Zones 1-4 Land Area Served M-F 5:45 am-8:45 pm & Sat 7:45 am-3:45 pm
Green Bay	22.8%	36.2%	33.5%
De Pere	27.4%	39.5%	24.5%
Allouez	10.8%	20.5%	10.8%
Ashwaubenon	22.9%	2.3%	21.9%
Bellevue	16.0%	1.50%	9.2%
Total:	100.0%	100.0%	100.0%

During this analysis, staff found that each potential microtransit cost allocation method has pros and cons, and it was clear that it is not possible to develop a completely equitable cost allocation method. A summary of the primary cost allocation methods evaluated by staff and the challenges associated with these methods is provided below.

Trip Origins within Each Municipality

MPO staff calculated the percentage of microtransit boardings (trip origins) within each municipality for a three month period as shown in the above table. Some of the challenges associated with the Trip Origins within Each Municipality allocation method are demonstrated by the following trip examples:

Trip example #1:

A resident of Bellevue walks from Bellevue to a microtransit service zone located in Green Bay and takes a trip to their workplace in De Pere.

Assigning the cost of the trip to Green Bay, the location of the trip's origin, would not be appropriate since the rider is a Bellevue resident who works for a De Pere-based employer. Metro would also not be capable of assigning this trip's cost to Bellevue because, unlike certified paratransit clients, the municipalities of residence are not known for fixed route bus and microtransit riders.

Trip example #2:

A person boards the #9 Gold fixed route bus in Green Bay and travels to the microtransit transfer point located at Bay Park Square Mall in Ashwaubenon. Upon arrival, the rider transfers to a microtransit vehicle and is subsequently dropped off near a clinic in De Pere.

The transfer point in Ashwaubenon was established because of its ideal geographic location relative to the fixed route system, road network, and proximity to microtransit service zones. In this trip example, it would not be appropriate to assign the cost of the microtransit trip to Ashwaubenon because the rider is just passing through the village and is not beginning or ending a trip there.

Population within the Service Area by Municipality

MPO staff calculated the percentage of the population living within each microtransit zone by municipality as shown in the table on the previous page. Some of the challenges associated with the Population within the Service Area by Municipality allocation method are explained through these two examples:

Ashwaubenon is home to 2.3% of the area's population living within a microtransit service zone. The microtransit zones within Ashwaubenon primarily include industrial areas that contain employment-based entities such as Eileen's Candy, Tufco, and Bay Towel. Residential areas (where the people live) are not a significant part of the microtransit service zones within Ashwaubenon. The majority of Ashwaubenon's residents are instead served by the fixed route bus system. Essentially, Ashwaubenon hosts many of the places to which people living throughout the entire service area need to travel. Therefore, assigning only 2.3% of the local microtransit cost to Ashwaubenon would be inappropriately low.

Similarly, only 1.5% of the microtransit population is located in Bellevue. Popular destinations within Bellevue include Walmart, Target, Pick 'n Save, and the OSMS medical clinic. Again, since these are not places people live but are places that many people living throughout the entire area visit, assigning only 1.5% of the local microtransit cost to Bellevue would be inappropriately low.

Land Area Served within ¼ Mile of a Microtransit Service Zone

MPO staff calculated the percentage of land area within each microtransit zone by municipality as shown in the table on the previous page. Some of the challenges associated with the Land Area Served within ¼ Mile of a Microtransit Service Zone allocation method are explained through these two examples:

Green Bay's I-43 Business Center is located within the microtransit service area. This area alone represents over 20% of the land area covered by all microtransit services. Although there are a few important destinations within the center such as Services Plus, Aurora BayCare Medical Center, and Prevea Health Center, they are spread out over a large land area that is dominated by warehouses, parking lots, crops, and open space. The actual number of microtransit trips taken to and from the business center is small and certainly not proportional to its 20% land area share. Essentially, this is a large land area that generates few trips, so assigning 20% of the local microtransit cost to Green Bay would be inappropriately high.

Conversely, there are many high-use microtransit destinations in a relatively compact area in eastern De Pere. Essentially, this is a small land area that generates many trips, so

assigning De Pere a relatively low local microtransit cost would be inappropriate based on this evaluation method.

Regionalization

Because of the complexities of trip cost allocation and the fact that the fixed route bus and microtransit services are well integrated with each other, staff is proposing a regional approach for calculating the local share of fixed route bus and microtransit services using previous municipal funding levels as a general guide. A regional approach allows the Transit Commission to establish the service area, service levels, service type, and service hours based on public need. It also honors the significant federal and state investment provided to the urbanized area as a whole.

The regional fixed route bus/microtransit budget and the recommended municipal shares of this regional budget are as follows:

Fixed Route and Microtransit Services Cost Allocation Recommendation Applied to the 2022 Budget Estimate

Municipality	Fixed Route & Microtransit Costs	Offsetting Grants, Fares, & Other Revenues	Fixed Route & Microtransit Local Share	Fixed Route & Microtransit Local Share Percentages	Fixed Route & Microtransit Local Share Costs
Green Bay	\$7,732,117	\$5,491,072	\$2,241,045	76.0%	\$1,703,194
De Pere				6.0%	\$134,463
Allouez				6.0%	\$134,463
Ashwaubenon				6.0%	\$134,463
Bellevue				6.0%	\$134,463
Total:				100%	\$2,241,045

As stated earlier in this report, previous municipal funding levels were used as a general guide to establish recommended municipal “shares”. Historically, Green Bay has contributed about 76 percent of the local share and the remaining four municipalities have contributed the remaining 24 percent. In the table above, equal shares were established for the four participating municipalities to reflect the vast assortment of trips that occur between and/or through the municipalities regardless of the location of the trip origin or destination.

Paratransit Service

Paratransit is a form of specialized transportation service for individuals who are unable to use the fixed route bus system due to a disability. Individuals must complete an eligibility form and be certified to use the service. The service is currently provided under contract with Via, a private transportation company, with use of small buses.



Americans with Disabilities Act (ADA) complementary paratransit service must be provided within 3/4 of a mile of a fixed bus route. The service must operate during the same hours and days as the fixed route service and passengers can be charged no more than twice the regular fixed route bus fare.

The service is also offered to certified clients living within the larger paratransit service area that existed prior to the implementation of the microtransit service pilot (commonly referred to as grandfathered clients).

Green Bay Metro provides the fuel for the service but is billed by Via on a per trip basis. The current contracted rate is \$33.14 per trip.

Paratransit data used in this report represents actual ridership for the three month period of October 1, 2021 through December 31, 2021. The distribution of this ridership is illustrated in the map on the following page.

Current method of calculating local paratransit cost share: Cost of service distributed based on the estimated decennial census population living within the paratransit service area by municipality minus federal and state grants and fares.

Recommended method of calculating local paratransit cost share: Cost of trips provided to clients' municipality of residence minus federal and state grants and fares. The paratransit budget and recommended municipal shares are as follows:

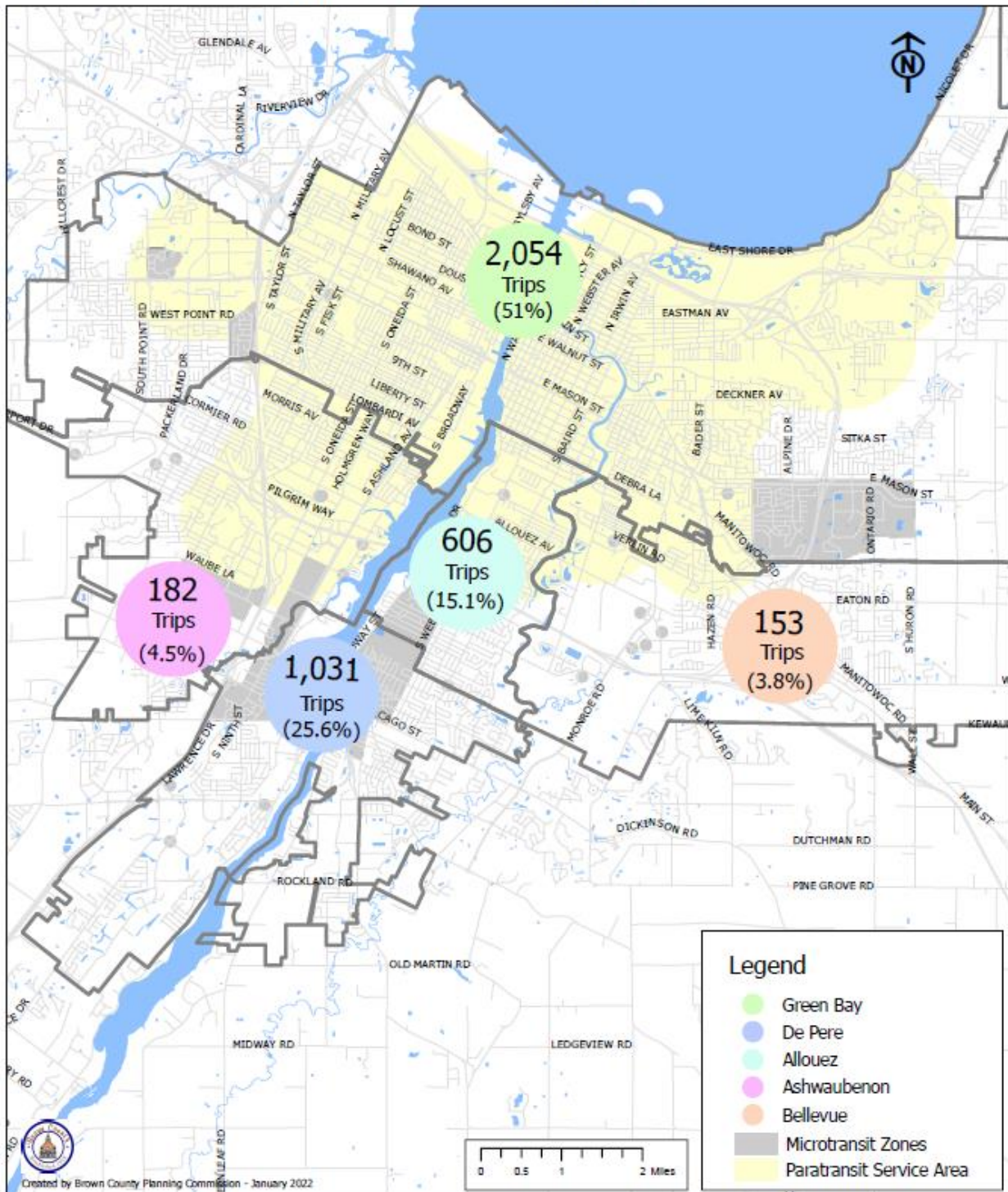
Paratransit Cost Allocation Recommendation Applied to the 2022 Budget Estimate

Municipality	Paratransit Cost	Offsetting Grants & Fares	Paratransit Local Share	Percent of Paratransit Trips	Paratransit Local Share
Green Bay	\$1,001,740	\$922,002	\$79,738	51.0%	\$40,681
De Pere				25.6%	\$20,420
Alouez				15.1%	\$12,002
Ashwaubenon				4.5%	\$3,605
Bellevue				3.8%	\$3,030
Total:				100.0%	\$79,738

Prior to establishing the rates/percentages that will be used to calculate the 2023 paratransit budget, a larger ridership sample will be obtained. Staff will use ridership data for the period between October 1, 2021 and April 30, 2022 to establish the rates/percentages that will be used for the 2023 budget process. In future years, it is anticipated that a full year of data will be used to update the paratransit

rates/percentages. For example, it is anticipated that the 2024 budget estimate will be based on ridership data from the period between April 1, 2022 and March 31, 2023.

**Green Bay Metro
Paratransit Service
Trips by Clients' Municipality of Residence
from October 1 - December 31, 2021**



Summary of Recommended Local Share Formulas applied to 2022 Budget Estimate

Metro's estimated 2022 budget is \$8,733,857. Federal and state grants, fares, and other revenues are estimated to total \$6,413,074, leaving the remaining \$2,320,783 (27 percent) of the budget to be covered by the participating municipalities.

The recommended distribution of these municipal costs is summarized in the following table:

Fixed Route Bus, Microtransit, & Paratransit Local Share Recommendation

Municipality	Local Fixed Route & Microtransit Share	Local Paratransit Share	2022 Approved Budget Local Share	Recommended Local Share Funding Distribution	Change
Green Bay	\$1,703,194	\$40,681	\$1,676,517	\$1,743,875	4.0%
De Pere	\$134,463	\$20,420	\$152,233	\$154,882	1.7%
Allouez	\$134,463	\$12,002	\$74,556	\$146,465	96.4%
Ashwaubenon	\$134,463	\$3,605	\$267,727	\$138,067	-48.4%
Bellevue	\$134,463	\$3,030	\$149,750	\$137,493	-8.2%
Total:	\$2,241,045	\$79,738	\$2,320,783	\$2,320,783	

Annual Equipment and Facility Depreciation Policy

Green Bay Metro will continue to collect the annual equipment and facility depreciation fee from each municipality. For 2023, it is estimated that Green Bay will be responsible for approximately \$218,500 and the remaining municipalities would be responsible for approximately \$17,250 each. Funds collected are set aside for replacement equipment and main building repair.

Refund Policy

As in the past, Green Bay Metro will continue to offer refunds to participating municipalities if the actual program costs fall below the approved annual budget estimates.



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 20, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # D.3

Discussion/Action: City-wide Comprehensive Energy Planning Project

BACKGROUND

The Energy Innovation Grant Program agreement between the Public Service Commission of Wisconsin Office of Energy Innovation and the City of Green Bay will include Transit, DPW and Water Utility. This program will create a comprehensive energy plan.

RECOMMENDATION

Staff recommends the Commission to approve the partnership with the Energy Innovation Grant Program agreement to create a comprehensive energy plan.

FISCAL IMPACT

ATTACHMENTS

- I. EIGP-2021-21 City of Green Bay v1.0

AGREEMENT

Between the

**PUBLIC SERVICE COMMISSION OF WISCONSIN
OFFICE OF ENERGY INNOVATION**

and

CITY OF GREEN BAY, WISCONSIN

THIS AGREEMENT is made and entered into by and between the Public Service Commission of Wisconsin Office of Energy Innovation (“OEI”), representing the State of Wisconsin, and **CITY OF GREEN BAY, WISCONSIN** (“Grant Recipient”) (collectively “parties”) for the Performance Period of the date this agreement is signed by the OEI and the Grant Recipient through **June 30, 2023**.

WHEREAS, on behalf of the State, the OEI administers the **Energy Innovation Grant Program** ("Program") to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the OEI has approved an award to the Grant Recipient in the amount of **\$87,000.00** for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grant Recipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grant Recipient and the OEI and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Scope of Work (ATTACHMENT A)
- 3) Budget (ATTACHMENT B)
- 4) Grant Recipient Proposal (as accepted by the OEI) (ATTACHMENT C)
- 5) Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009 (Mar 2009) (“ARRA Provisions”) (ATTACHMENT D)
- 6) Order, dated (May 05, 2022), in docket 9709-FG-2021 awarding grants (PSC REF#: [437798](#))

BY: _____
Eric Genrich

TITLE: Mayor

DATE: _____

BY: _____
Kristy Nieto

**TITLE: Administrator, Division of Digital Access,
Consumer, and Environmental Affairs**

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The OEI employee responsible for the administration of this Agreement shall be the Division of Business and Program Management Administrator or their designee and who shall represent the OEI's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grant Recipient's employee responsible for the administration of this Agreement shall be **Melissa M Schmitz**, who shall represent the Grant Recipient's interest regarding Agreement performance, financial records and related considerations. The OEI shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. The Grant Recipient shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct. In addition, the Grant Recipient pledges to abide by and comply with the following requirements:

1. Contract funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the OEI.
2. The Grant Recipient, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Wisconsin and the United States. Any legal action regarding this Agreement, as amended, or its provisions shall be subject to Wisconsin Statute Chapter 227. Any Chapter 227 proceeding or dispute or controversy arising under this Agreement must be brought in a court of competent jurisdiction in Dane County, Wisconsin Circuit Court, or the Federal District Court of the Western District of Wisconsin. The Parties consent to the jurisdiction of such court and waive any objection to such jurisdiction.

ARTICLE 4. LEGAL RELATIONS AND INDEMNIFICATION

The Grant Recipient shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grant Recipient thereby, there shall be no personal liability upon the OEI, it being understood that in such matters the OEI act as agents and representatives of the State.

The Grant Recipient shall indemnify and hold harmless the OEI and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grant Recipient, or of any of its agents or subcontractors, in performing work under this Agreement. The Grant Recipient shall indemnify and hold harmless the OEI and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grant Recipient and subcontractor(s) to perform services or otherwise supply products or services. The Grant Recipient shall also hold the OEI harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

The Grant Recipient assumes full responsibility and holds the OEI harmless for any and all payment made, or any other actions taken by the OEI in reliance upon the above representation. Further, the Grant Recipient agrees to indemnify the OEI against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the OEI resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

If an audit is required by federal law and if the Grant Recipient is also the recipient of OEI funds under the same or a separate contract program, then the OEI funded programs shall also be included in the scope of the federally required audit.

ARTICLE 5. SCOPE OF WORK

The Grant Recipient shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (ATTACHMENTS A and B respectively). In the event of a conflict between the summary in Attachments A and B and the application and/or other supporting documents previously submitted to the State by the Grant Recipient, Attachments A and B shall control. Changes to the Scope of Work shall be by written agreement of both the OEI and the Grant Recipient.

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grant Recipient shall perform the project and activities as set forth in the Grant Recipient Proposal and described herein in accordance with those standards established by statute, administrative rule, the OEI, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grant Recipient, its agents, or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the OEI. The OEI reserves the right to reject any subcontractor after notification. The Grant Recipient shall provide the OEI with a copy of any executed subcontract or accepted subcontractor bid for the purpose of administering this Agreement which relates to activities funded and which exceeds the amount shown in ATTACHMENT B. The Grant Recipient shall be responsible for all matters involving any subcontractor engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a subcontractor. The OEI bears no responsibility for subcontractor compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grant Recipient shall not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the OEI and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grant Recipient shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grant Recipient shall take affirmative action to ensure equal employment opportunities. The Grant Recipient shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State of Wisconsin setting forth the provisions of the nondiscrimination clause.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grant Recipient. An exemption occurs from this requirement if the Grant Recipient has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grant Recipient shall submit the Affirmative Action Plan/exemption statement to the Public Service Commission of Wisconsin, P.O. Box 7854, Madison, Wisconsin 53707-7854 and the OEI, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Failure to comply with the conditions of this clause may result in the declaration of Grant Recipient ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grant Recipient shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION OF AGREEMENT

The OEI may terminate this Agreement at any time with or without cause by delivering written notice to the Grant Recipient by Certified Mail, Return Receipt Requested, not less than 10 days prior to the effective date of termination. The postmark date of the written notice the OEI causes to be delivered to the Grant Recipient by Certified Mail, Return Receipt Requested, shall be the effective date of notice of termination. Upon termination, the OEI's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the OEI.

The Grant Recipient may terminate this Agreement at any time with or without cause by delivering written notice to the OEI by Certified Mail, Return Receipt Requested, not less than 10 days prior to effective date of termination. The postmark date of the written notice the Grant Recipient causes to be delivered to the OEI by Certified Mail, Return Receipt Requested, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grant Recipient shall make available to the OEI program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grant Recipient shall refund to the OEI within forty-five (45) days of the effective date of notice of termination any payment made by the OEI to the Grant Recipient which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NON-APPROPRIATION

The OEI reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds.

ARTICLE 13. FAILURE TO PERFORM

The OEI reserves the right to suspend payment of funds if required reports are not provided by the Grant Recipient to the OEI on a timely basis or if performance of contracted activities is not evidenced. The OEI further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the OEI and the Grant Recipient in whole or in part.

The Grant Recipient's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the OEI and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grant Recipient may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Public Service Commission of Wisconsin, Office of Energy Innovation, and may be copyrighted in its name. The Grant Recipient reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for governmental purposes.
- b) The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

Acknowledgment: "This material is based upon work supported by the by the Public Service Commission of Wisconsin, Office of Energy Innovation and the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), under the State Energy Program Award Number DE-EE0000163."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the OEI desires to have the Grant Recipient perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the OEI and the Grant Recipient. Work under such amendment shall not proceed unless and until so authorized by the OEI.

FISCAL TERMS AND CONDITIONS

ARTICLE 20. AVAILABILITY OF FUNDS

The appropriation from which payments are to be made is authorized under Sections 16.54 (*federal fund spending authority*).

ARTICLE 21. VARIANCES

Contract variances may be permissible. A variance shall not be used to authorize a revision of the amount awarded or a change in the Performance Period. Such changes shall be made by amendment to the Agreement.

ARTICLE 22. LIMITATION ON COSTS AND REBUDGETING

The OEI's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed **\$87,000.00** for eligible costs (see Budget attached as ATTACHMENT B). Changes to this Agreement that do not affect the Budget total may be made by written agreement of both the OEI and the Grant Recipient.

The Grant Recipient is required to notify the OEI of any transfer of funds among cost categories, direct or indirect, which exceed or are expected to exceed ten percent of the approved Total Project Cost in the Budget. Transfers of more than ten percent of funds between cost categories requires prior written approval in an amendment to this Agreement. The Grant Recipient shall submit a written request to the OEI for an amendment to the approved Budget and the amendment must be executed by both Grant Recipient and the OEI prior to the transfer.

The Grant Recipient is required to notify the OEI if the Total Project Cost is expected to increase or decrease by ten percent or more of the Total Project Cost approved in the Budget.

ARTICLE 23. ELIGIBLE COSTS

Eligible costs are those costs which can be audited and which are directly attributable to contracted activities and identified and approved in the Grant Recipient Proposal.

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the OEI.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed. A Grant Recipient may request from the OEI an amendment to the budget summary of its Grant Recipient Proposal to add to or revise the list of purchases, expenses, and other activities eligible for reimbursement.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the OEI.

ARTICLE 24. REIMBURSEMENT OF FUNDS

The Grant Recipient shall return to the OEI or other appropriate governmental agency or entity any funds paid to the Grant Recipient in excess of the allowable eligible costs under this Agreement. If the Grant Recipient

fails to return excess funds, the OEI may deduct the appropriate amount from subsequent payments due to the Grant Recipient from the OEI. The OEI also reserves the right to recover such funds by any other legal means including litigation if necessary. The Grant Recipient shall indemnify and hold harmless the OEI for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurring in recovering such funds, irrespective of whether the funds are recovered.

The Grant Recipient shall be responsible for reimbursement to the OEI for any disbursed funds, which are determined by the OEI to have been misused or misappropriated. The OEI may also require reimbursement of funds if the OEI determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the OEI, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grant Recipient.

ARTICLE 25. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grant Recipient shall not apply funds authorized pursuant to other program agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other program agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 26. FINANCIAL MANAGEMENT

The Grant Recipient agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ATTACHMENT A and with standards established by the OEI to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 27. REQUESTS FOR PAYMENT

Payments are to be used exclusively for eligible costs incurred during the Performance Period. The OEI shall make a single reimbursement payment to the Grant Recipient upon project completion and receipt of a request for payment with satisfactory documentation.

- 1) No payments will be issued by the OEI to the Grant Recipient without a request for payment.
- 2) The Grant Recipient shall draft and submit to the OEI a request for payment. The OEI may determine the format of a request for payment.
- 3) Each request for payment must include a copy of an invoice for each eligible cost item for which reimbursement is requested.
 - a) The invoice will be used to document the actual purchase price of the eligible cost item. Invoices must be accompanied by written support of eligible costs, as appropriate. This includes receipts, invoices, and internal accounting records. A request for payment must provide an independent and auditable basis for the actual purchase price of each eligible cost item.
 - b) For eligible cost items that do not have a transaction invoice, such as labor expense, the Grant Recipient shall provide a statement of the labor contributed by each employee that worked on the project and the total labor expense. The Grant Recipient shall provide each employee's name, job class, total hours worked, hourly wage, and if applicable, fringe rate. This documentation is separate from the documentation of wage rates required of some Grant Recipients by ARRA Provisions.
 - c) The OEI may delay reimbursement of a request for payment until sufficient documentation of costs, as determined by the OEI, is provided by the Grant Recipient.

- 4) The Grant Recipient shall submit a request for payment to the OEI no later than **September 30, 2023**, or within **ninety days after the end of the performance period**, unless authorized by the OEI.
- 5) Each request for payment must include a statement of the match contributed by the Grant Recipient and other project partners. The reimbursement due to the Grant Recipient is the amount of actual purchase price of each eligible cost item up to the total contract amount. In no event shall the total reimbursement exceed **\$87,000.00**.
- 6) Requests for payment must be submitted as an e-mail attachment to OEI@wisconsin.gov.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 28. ANNUAL INDEPENDENT AUDIT REQUIREMENT

A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, but records must be available for review or audit in accordance with the Wisconsin State Single Audit Guideline requirements upon request of appropriate officials of the U.S. Department of Energy, OEI, or Government Accountability Office (GAO).

Single Audit and Compliance Audit Requirements

Governmental Grant Recipients, or their assignees, that **expend** \$750,000 or more during their fiscal year in Federal awards shall comply with the Wisconsin State Single Audit Guidelines issued by the Wisconsin Department of Administration and 2 CFR 200.500 through .521. Audit reports are due to the OEI within 180 days of the close of the entity's fiscal year.

For-profit Grant Recipients, or their assignees, that **expend** \$750,000 or more during their fiscal year in U.S. Department of Energy awards must have a compliance audit conducted for that year in accordance with the provisions of 2 CFR 910.500 through .521. Audit reports are due to the OEI within 180 days of the close of the entity's fiscal year.

Submit To:

One (1) copy of the Audit shall be submitted to the email address listed below. Responses and corrective action to be taken by management shall be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$750,000 in a single year, the Grant Recipient, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

Send one copy of the Audit **or** the letter confirming that the audit requirements are not applicable via email to: OEI@wisconsin.gov.

ARTICLE 29. EXAMINATION OF RECORDS

The OEI, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grant Recipient's premises any directly pertinent records and computer files of the Grant Recipient involving transactions relating to this Agreement. Similarly, the OEI shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grant Recipient shall provide copies of these materials in the automated format or such computer file as may be requested by the OEI. Such material shall be retained for three years by the Grant Recipient following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grant Recipient shall notify the OEI in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grant Recipient of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grant Recipient and shall be reimbursed by the OEI.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grant Recipient shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 30. PERFORMANCE REPORTS

The Grant Recipient shall submit periodic performance reports to the OEI on the schedule provided in the Scope of Work. The OEI may determine the format of a performance report. The performance reports shall be submitted to the OEI via the Public Service Commission of Wisconsin's Electronic Records Filing System at: psc.wi.gov.

SPECIAL TERMS AND CONDITIONS

ARTICLE 31. AMERICAN RECOVERY AND REINVESTMENT ACT REPORTS

The Grant Recipient shall submit the necessary documentation to comply with the applicable special provisions of the American Recovery and Reinvestment Act (ARRA) (See ATTACHMENT C).

ARTICLE 32. COMPETITIVE PROCUREMENT PRACTICES

The Grant Recipient shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 33. REASONABLE COSTS

The Grant Recipient shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 34. AUDITS

The Grant Recipient shall perform an "Agreed upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the OEI and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 35. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased or improved with funds provided under this Agreement shall vest in the Grant Recipient's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures in 2 CFR 200.313.

ARTICLE 36. PATENT INFRINGEMENT

The Grant Recipient selling to the OEI or State of Wisconsin any articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of any articles described herein shall not infringe any United States patent. The Grant Recipient

covenants that it shall, at its own expense, defend every suit which shall be brought against the OEI or State of Wisconsin (provided that such Grant Recipient is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 37. PROGRAM INCOME

Program income means gross income received by the Grant Recipient that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the OEI; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grant Recipient shall submit a plan detailing the proposed uses of Program income to the OEI for approval. Should the Grant Recipient decide following Agreement close out to discontinue using Program income for such purposes, the Grant Recipient shall return the Program income balance and any additional Program income accrued to the OEI by January 30 of the following year.

ARTICLE 38. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the OEI shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 39. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grant Recipient certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

ATTACHEMENT A SCOPE OF WORK

In the event of conflict between the provisions of the Terms and Conditions and the Scope of Work and Budget, the provisions in the Scope of Work and Budget shall take precedent.

Summary:

The scope of the project is that set forth in the application of the City of Green Bay, Wisconsin, ([PSC REF#: 428804](#)).

Specific Deliverables and Milestones:

1. Develop an Actionable Energy Plan in collaboration with Green Bay Metro Transit, and Green Bay Water Utility that will include:
 - a. Engage Green Bay community members and businesses through surveys and two virtual open houses to gather feedback on the planning process.
 - b. Develop a community-wide 12-month energy use baseline through collaboration with the local utility, WPS.
 - c. Develop a roadmap with 10 to 15 prioritized energy strategies for each government partner.
 - d. Identify a set of three to five policies the city government can adopt to drive energy reductions in the community.
 - e. Create a plan for community educational efforts, including a set of strategies and four educational toolkits for businesses and residents.

Additional Deliverables. The Contractor Shall:

1. Submit complete documentation along with a request for payment.
2. Comply with and submit timely reports related to the program.
3. Comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

Funding:

Funding in the amount up to **\$87,000.00** is provided using funds granted by the U.S. Department of Energy to cover the project costs as detailed in the budget section below. **A project cost share of \$56,272.00 is required.**

Invoicing:

Payments will be distributed by OEI to the Grant Recipient upon project completion and receipt of a request for payment with satisfactory documentation. The Grant Recipient shall submit a final request for payment to the OEI no later than **September 30, 2023**, unless authorized by the OEI.

Site Visits:

U.S. Department of Energy, its authorized representatives, and OEI have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Grant Recipient must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

Performance Period:

This Agreement becomes effective on the date it is signed by the OEI and terminates on **June 30, 2023**.

Publications:

An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the by the Public Service Commission of Wisconsin, Office of Energy Innovation and the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), under the State Energy Program Award Number DE-EE0000163."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Reporting Requirements:

QUARTERLY PERFORMANCE REPORT:

The Contractor shall provide OEI with quarterly reports, as dated in the table below, during the term of this Agreement. The OEI may determine the format of a quarterly report. The reports shall include:

1. Summary of work completed to date and status of each of the deliverables described in the Scope of Work.
2. Project planned and unexpected costs.
3. Copies of materials produced and press related to the project.
4. Lessons learned and continuous improvement efforts.

The reports shall be submitted to the Electronic Records Filing System on the Public Service Commission of Wisconsin's website: psc.wi.gov.

The timeline for these reports is specified below:

Quarterly Reporting Period	Quarterly Report Due
Agreement Effective Date through September 30, 2022	October 15, 2022
October 1 through December 31, 2022	January 15, 2023
January 1 through March 31, 2023	April 15, 2023
April 1 through June 30, 2023	July 15, 2023

OTHER REPORTING:

Final versions of any publications including but not limited to, guidelines, checklists, media and outreach must be provided to the OEI in an electronic format.

ARRA PROVISION REPORTING:

The Grant Recipient shall submit the necessary reports to comply with the applicable special provisions of the American Recovery and Reinvestment Act (ARRA) (See Appendix A).

FINAL PERFORMANCE REPORT:

A final report is due 90 days after the Agreement terminates. The OEI may determine the format of a final report. The report shall be submitted to the OEI via the Electronic Records Filing System on the Public Service Commission of Wisconsin's website: psc.wi.gov.

PROPERTY DISPOSITION REPORTING:

Title to equipment purchased or improved with funds provided under this Agreement shall vest in the Grant Recipient's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures in 2 CFR 200.313.

**ATTACHMENT B
BUDGET**

In the event of conflict between the provisions of the Terms and Conditions and the Scope of Work and Budget, the provisions in the Scope of Work and Budget shall take precedent.

Category	<u>Contract Amount</u>	<u>Match</u>	<u>Total Project Costs</u>
1) Personnel	\$ 0.00	\$ 25,272	\$ 25,272
2) Fringe Benefits	\$ 0.00	\$ 0.00	\$ 0.00
3) Equipment	\$ 0.00	\$ 0.00	\$ 0.00
4) Supplies	\$ 5,000	\$ 0.00	\$ 5,000
5) Contractual	\$ 82,000	\$ 31,000	\$ 113,000
6) Other	\$ 0.00	\$ 0.00	\$ 0.00
7) Indirect	\$ 0.00	\$ 0.00	\$ 0.00
TOTALS:	\$ 87,000	\$ 56,272	\$ 143,272

ATTACHMENT C

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this term, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized--

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and

remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Request for Reimbursement

RESERVED

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS)--SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. As used in this award term and condition--

Designated country --

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei (Taiwan), Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);
- (3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom; or
- (4) An Agreement between Canada and the United States of America on Government Procurement country (Canada).

Designated country iron, steel, and/or manufactured goods

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Iron, steel, and manufactured goods.

(1) The award term and condition described in this section implements-

- (i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
- (ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent

with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. As of January 1, 2010, this obligation shall only apply to projects with an estimated value of \$7,804,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

none

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that--

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is no availability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

HISTORIC PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Definitions: For purposes of this article, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

- (1) “Award” means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.
- (2) “Contractor” means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients’ or Subrecipients’ contractors, subcontractors, and lower-tier subcontractors. “Contractor” does not mean a unit of State or local government where construction is performed by its own employees.”
- (3) “Contract” means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. “Contract” does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.
- (4) “Contracting Officer” means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) “Recipient” means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (6) “Subaward” means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient’s procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of “Award” above.
- (7) “Subrecipient” means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

- (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the

proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show

that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize

apprentices at less than the applicable predetermined rate for the work performed until a acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in (a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract.

Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

RECIPIENT FUNCTIONS

- (1) This delegation of Department of Energy (DOE) functions to the Recipient applies only to DBA effort performed by Subrecipients and Contractors under this award. Those functions are not delegated to the Recipient for any DBA effort performed by employees of the Recipient under this award. On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:
- (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
 - (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
 - (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;
 - (d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
 - (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
 - (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
 - (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
 - (h) Provide copies of all records upon request by DOE or DOL in a timely manner.
- (2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.
- (3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

ATTACHMENT D

SERVICE DATE
May 05, 2022

PSC REF#: 437798

Public Service Commission of Wisconsin
RECEIVED: 05/05/2022 1:35:01 PM

PUBLIC SERVICE COMMISSION OF WISCONSIN

2021 Energy Innovation Grant Program Funded by a Grant Awarded by 9709-FG-2021
the Department of Energy, SEP-Formula, on July 27, 2009

ORDER

This is the Order approving the award of \$10 million in grants for the 2021 Energy
Innovation Grant Program (EIGP).

Introduction

Background

The Energy Innovation Grant Program (EIGP) is a grant program implemented by Public
Service Commission of Wisconsin (Commission) Office of Energy Innovation (OEI). The EIGP
supports the mission of the OEI through a broad program scope covering a variety of energy
related projects. In its Final Decision issued on October 15, 2021, the Commission defined the
2021 grant round eligibility criteria, eligible activities, and program budget. ([PSC REF#:
423203.](#))

On the same day, the program year was launched with the issuance of the “Energy
Innovation Grant Program 2021 Application Instructions.” ([PSC REF#: 423212](#), [PSC
REF#: 423213](#), [PSC REF#: 423214.](#)) The Application Instructions solicited applications for
three eligible activities: 1) Renewable Energy and Energy Storage; 2) Energy Efficiency and
Demand Response; and 3) Comprehensive Energy Planning. Eligible applicants included

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manufacturers¹ and the MUSH Market (Municipalities, Universities, Schools, Hospitals, and 501(c)(3) non-profits).

Funding Available

The Commission established an allotment of \$10 million for the 2021 grant round with maximum grant requests and total funds available for each eligible activity as shown in Table 1.

Table 1. Annual Budget and Available Funds per Activity

Activity	Maximum Grant Request	Approved Available Funds per Activity
1. Renewable Energy and Energy Storage	See below	\$4,642,857
Renewable Energy Systems (other than Solar PV Systems)	\$500,000	
Solar PV Systems	\$250,000	
Energy Storage System	\$250,000	
Renewable Energy Systems with Energy Storage	\$500,000 (Solar PV) \$750,000 (all other Renewable Energy)	
2. Energy Efficiency and Demand Response	\$1 million	\$4,642,857

¹ In staff's 2018 program design memorandum (PSC REF#: 338974), it proposed using a definition from Wis. Stat. § 77.51(7h), which pertains to the Wisconsin Department of Revenue, provides:

(a) "Manufacturing" means the production by machinery of a new article of tangible personal property or item or property under s. 77.52 (1) (b) or (c) with a different form, use, and name from existing materials, by a process popularly regarded as manufacturing, and that begins with conveying raw materials and supplies from plant inventory to the place where work is performed in the same plant and ends with conveying finished units of tangible personal property or item or property under s. 77.52 (1) (b) or (c) to the point of first storage in the same plant. "Manufacturing" includes:

1. Crushing, washing, grading and blending sand, rock, gravel and other minerals.
2. Ore dressing, including the mechanical preparation, by crushing and other processes, and the concentration, by flotation and other processes, of ore, and beneficiation, including the preparation of ore for smelting.
3. Conveying work in progress directly from one manufacturing process to another in the same plant; testing or inspecting, throughout the manufacturing process, the new article of tangible personal property or item or property under s. 77.52 (1) (b) or (c) that is being manufactured; storing work in progress in the same plant where the manufacturing occurs; assembling finished units of tangible personal property or item or property under s. 77.52 (1) (b) or (c); and packaging a new article of tangible personal property or items or property under s. 77.52 (1) (b) or (c), if the manufacturer, or another person on the manufacturer's behalf, performs the packaging and if the packaging becomes part of the new article as it is customarily offered for sale by the manufacturer.

(b) "Manufacturing" does not include storing raw materials or finished units of tangible personal property or items or property under s. 77.52 (1) (b) or (c), research or development, delivery to or from the plant, or repairing or maintaining plant facilities.

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Activity (Continued)	Maximum Grant Request (Continued)	Approved Available Funds per Activity (Continued)
3. Comprehensive Energy Planning	See below	\$714,286
Single Eligible Applicant	\$50,000	
Multiple Eligible Applicants Consortium	\$100,00	
Total		\$10 million

Applications Received

Applications were due to the Commission on January 14, 2022. The broad program scope was met with substantial interest; 105 applications were received with the sum of the grant requests totaling \$31.58 million. Individual grant requests ranged from \$26,136 to \$1 million.

Evaluation Methodology

The merit review scoring criteria was designed to give equal opportunity to all applicant types. Projects were scored among the like projects in the same category. Merit review scoring criteria included the following: eligibility and ability to achieve the objectives, budget justification and cost share, savings and payback, energy savings and environmental impact, equity and energy justice, financial leverage and economic impact, existing energy planning efforts, energy resiliency, education and awareness, and innovation.

A nine-member panel² reviewed and scored the applications in a preliminary screening. The review panel included Commission staff of OEI, representing both the Focus on Energy and State Energy Programs Teams, the Office of Environmental Analysis, and the Division of Energy Regulation and Analysis, as well as external participants from APTIM, the Focus on Energy Program Administrator. Review panel members were selected based on their respective

² The review panel consisted of: Scott Bloedorn, Keith Cronin, Andrew Field, Eric Gredell, Aaron Greene, John King, Megan Levy, Joe Pater, and Tyler Tomaszewski.

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areas of expertise and perspectives acquired through work with various eligible applicants in both regulatory and non-regulatory settings.

To facilitate the Commission's review of the applications, the review panel considered the merit of the applications, and scored and ranked them. The preliminary results were provided in a memorandum with additional materials including: a master list of grant applications that provided a brief project description, link to the application documents, and funding recommendation for each project; maps that illustrated the geographic location of all grant applications and identify those recommended for funding; an overview of previous grant recipients that submitted an application in this grant round; and an overview of grant applicants that submitted multiple applications in this grant round. ([PSC REF#: 435244.](#)) The Commission was not bound by the recommendations of the review panel, but the panel's recommendations were provided as one of several aspects that the Commission considered. The Commission considered the matter at its open meeting of April 14, 2022.

Findings of Fact and Conclusions of Law

1. The Commission has jurisdiction under 2015 Wisconsin Act 55 and Wis. Stat. §§ 196.02 and 196.025 to oversee the EIGP and to determine eligibility and selection of grant applicants for awards.
2. The Commission may impose any term, condition, or requirement necessary to protect the public interest pursuant to Wis. Stat. §§ 196.02 and 196.395.
3. The issuance of this Order is a Type III action under Wis. Admin. Code § PSC 4.10(3) and requires neither an environmental impact statement (EIS) nor an environmental assessment (EA).

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Opinion

Application Eligibility Determinations

Eligibility parameters for applicants and activities were discussed in the Application Instructions, Section 1.2.2. Ineligible activities were itemized in Application Instructions, Section 1.2.3. Additionally, the Application Instructions Section 2, “Application Format and Procedures,” specified a number of circumstances that could render an application or filing ineligible, such as late filing or incorrect formatting. Applications were due January 14, 2022, at 4:30 pm CT to the Electronic Records Filing (ERF) system.

The following applications or parts thereof were identified for a Commission determination of eligibility: ATI Ladish LLC; Menominee Indian Tribe of Wisconsin; Schmidt Farms West, LLC; Atlantis Valley; Brightmark C-Dairy RNG LLC; Children’s Community School; Gordon Aluminum Industries, Inc., and Letter of Support (LOS) for Rice Lake Area School District. Whether filed late, formatted incorrectly, or delayed by a confidentiality request, each of the filings were readily available for the evaluation process and included for the review panel to give it a full merit review irrespective of filing status. In all cases, staff provided individualized follow-up to applicants requesting corrections be made prior to the deadline if possible.

The Commission deems that the application from Atlantis Valley and the Letter of Support for Rice Lake Area School District are ineligible. The application and Letter of Support were filed after the deadline. The Commission deems that the applications from ATI Ladish LLC, Menominee Indian Tribe of Wisconsin, Schmidt Farms West, LLC, Brightmark C-Dairy RNG

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LLC, Children's Community School, and Gordon Aluminum Industries, Inc. are eligible. While these applications had some technical issues, they were timely received.

Award Determinations

The Commission is appreciative of the efforts of all the applicants to bring forth meritorious projects for the purpose of reducing energy consumption and cost, increasing use of renewable energy and transportation technologies, and promoting comprehensive energy planning, preparedness, and energy resiliency. The Commission allocated \$10 million of funding for this grant round and identified three eligible activities. The response evidenced the significant need and demand for this program with 105 applicants requesting a total of \$31.58 million. As the demand for the program far exceeded the funds available in this year, the Commission was faced with the difficult decision of determining which of the many meritorious applications should be funded in this grant cycle.

The evaluation of technical and complex applications to the program objectives is an area in which the Commission has special expertise. In addition to the EIGP, the Commission also has statutory oversight of the Focus on Energy program, administers the Broadband Expansion Grant Program, and administers SEP through the OEI. Evaluating the relative merits of each application received for funding through the EIGP requires a high degree of discretion and judgment, and reasonable people may reach different conclusions. Discretionary decisions contemplate a process of reasoning based on facts in the record or reasonably inferred from the record, and a conclusion based on a logical rationale founded upon proper legal standards. *Reidinger v. Optometry Examining Bd.*, 81 Wis. 2d 292, 297, 260 N.W.2d 270, 273 (1977).

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To ensure a thorough decision making process, the Commission considers the initial funding recommendations from the evaluation team, constituted of subject matter experts. Upon review of the applications and the evaluation team's recommendation, which are summarized in the memorandum from Commission staff, the Commission considers additional factors and awards grants to 46 of the 105 applications in the amounts set forth in Attachment 1.

Future Grant Rounds

The Commission finds it reasonable to direct Commission staff to bring a proposal back to the Commission regarding the scope of the next funding round that implements lessons learned from the previous rounds of EIGP funding.

Order

1. The grant applications listed in Attachment 1 are approved in the award amounts stated therein. In each instance in which a grant recipient has offered to contribute matching funds toward the total cost of the project, the offer of matching funds is to be incorporated into the grant agreement, as modified in the case of the partial award.

2. Each grant recipient may accept the grant award for its respective project by entering into a grant agreement prepared by Commission staff. The grant awards referred to herein are not final until the grant recipient completes and signs the grant agreement, and the Commission's duly designated representative signs and delivers the executed grant agreement to the grant recipient.

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3. Prior to the delivery of the executed grant agreement, the Commission may rescind any grant award for any reason. The project may not commence and project costs must not be incurred prior to the project start date finalized in the executed grant agreement.

4. The eligible grant applications not listed in Attachment 1 are denied without prejudice, and may be resubmitted in another grant round if eligible.

5. Any unused funds as the result of a declined award may be awarded to the next appropriate project of the same activity in merit order, as approved by the Delegated Commissioner. Any unused balance in an accepted grant award shall be returned to the EIGP fund reserve, unless the Commission later determines otherwise.

6. Each grant award approved by this Order is for the specific project described in the grant application, as modified in the grant agreement in the case of the partial award, at the stated project cost, and in the project area described documented in the grant application.

7. This Order is effective one day after the date of service.

8. Jurisdiction is retained.

Dated at Madison, the 5th day of May, 2022.

By the Commission:

A handwritten signature in black ink, appearing to read 'Cru Stubleby', with a stylized flourish at the end.

Cru Stubleby
Secretary to the Commission

KN:TK:JP:OS:kle:jac DL:01864620

See attached Notice of Rights

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ATTACHMENT 1
2021 Energy Innovation Grant Awards

Activity 1: Renewable Energy and Energy Storage

Grant Applicant	Award Amount (*Partially Funded)
Dane County Humane Society, Inc.	\$184,566
Wisconsin Housing Preservation Corporation	\$500,000
City of Middleton	\$442,800
Schmidt Farms West, LLC	\$468,864
Benedictine Life Foundation, Inc.	\$575,000
Northeast Technical College	\$250,000
Bayfield County	\$225,000
Dunn County Historical Society	\$34,098
City of Altoona	\$81,220
Urban League of Greater Madison, Inc.	\$52,250
City of Sun Prairie	\$59,000
Aldo Leopold Foundation, Inc.	\$237,000
Antigo Area Public Library	\$229,540
Agropur, Inc.	\$375,000
County of Eau Claire	\$143,076
The City of Waupaca	\$240,000
Northland College	\$336,964*
Curative connections, Inc.	\$125,000
Cinnaire Solutions Corporation	\$32,000
Bay Area Rural Transit Commission	\$56,000

Activity 2: Energy Efficiency and Demand Response

Grant Applicant	Award Amount (*Partially Funded)
Revitalize Milwaukee	\$500,000*
Forest County Potawatomi Community	\$28,719
Wisconsin Housing Preservation Corporation	\$540,200
Charter Steel Mfg., Inc.	\$1,000,000
ATI Ladish LLC	\$325,000
School District of Lodi	\$342,310
School District of Denmark	\$277,485

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City of Sun Prairie	\$131,488
Prolec-GE Waukesha, Inc.	\$235,000
City of Milwaukee	\$443,642
Northland College	\$55,000
City of Madison	\$322,897*
Activity 2: Grant Applicant (Continued)	Award Amount (*Partially Funded)
North Central Conservancy Trust, Inc.	\$26,136
School District of Mauston	\$199,644
Waukesha Foundry, Inc.	\$60,000
The Newark Group, Inc. (Wisconsin Paperboard)	\$100,000
MacDonald & Owen Veneer and Lumber Company, Inc.	\$55,336

Activity 3: Comprehensive Energy Planning

Grant Applicant	Award Amount (*Partially Funded)
Forest County Potawatomi Community	\$50,000
City of Green Bay	\$87,000
Slipstream Group, Inc.	\$99,965
Monona Grove School District	\$98,000
WPPI Energy	\$100,000
City of Edgerton	\$96,000
Cinnaire Solutions Corp.	\$78,800
City of Waupun	\$50,000
Southwest Wisconsin Technical College	\$50,000

Docket 9709-FG-2021

PUBLIC SERVICE COMMISSION OF WISCONSIN
4822 Madison Yards Way
P.O. Box 7854
Madison, Wisconsin 53707-7854

**NOTICE OF RIGHTS FOR REHEARING OR JUDICIAL REVIEW, THE
TIMES ALLOWED FOR EACH, AND THE IDENTIFICATION OF THE
PARTY TO BE NAMED AS RESPONDENT**

The following notice is served on you as part of the Commission's written decision. This general notice is for the purpose of ensuring compliance with Wis. Stat. § 227.48(2), and does not constitute a conclusion or admission that any particular party or person is necessarily aggrieved or that any particular decision or order is final or judicially reviewable.

PETITION FOR REHEARING

If this decision is an order following a contested case proceeding as defined in Wis. Stat. § 227.01(3), a person aggrieved by the decision has a right to petition the Commission for rehearing within 20 days of the date of service of this decision, as provided in Wis. Stat. § 227.49. The date of service is shown on the first page. If there is no date on the first page, the date of service is shown immediately above the signature line. The petition for rehearing must be filed with the Public Service Commission of Wisconsin and served on the parties. An appeal of this decision may also be taken directly to circuit court through the filing of a petition for judicial review. It is not necessary to first petition for rehearing.

PETITION FOR JUDICIAL REVIEW

A person aggrieved by this decision has a right to petition for judicial review as provided in Wis. Stat. § 227.53. In a contested case, the petition must be filed in circuit court and served upon the Public Service Commission of Wisconsin within 30 days of the date of service of this decision if there has been no petition for rehearing. If a timely petition for rehearing has been filed, the petition for judicial review must be filed within 30 days of the date of service of the order finally disposing of the petition for rehearing, or within 30 days after the final disposition of the petition for rehearing by operation of law pursuant to Wis. Stat. § 227.49(5), whichever is sooner. If an *untimely* petition for rehearing is filed, the 30-day period to petition for judicial review commences the date the Commission serves its original decision.³ The Public Service Commission of Wisconsin must be named as respondent in the petition for judicial review.

If this decision is an order denying rehearing, a person aggrieved who wishes to appeal must seek judicial review rather than rehearing. A second petition for rehearing is not permitted.

Revised: March 27, 2013

³ See *Currier v. Wisconsin Dep't of Revenue*, 2006 WI App 12, 288 Wis. 2d 693, 709 N.W.2d 520.

FOR INFORMATIONAL PURPOSES ONLY

2 CFR 200.331(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	City of Green Bay
(ii) Subrecipient's unique entity identifier;	UIN Number or DUNS Number or CAGE Code: ZCUZDCHFP7C6
(iii) Federal Award Identification Number (FAIN);	DE-EE0000163
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	July 27, 2009
(v) Subaward Period of Performance Start and End Date;	Project Start date through June 30, 2023
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 87,000.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 87,000.00
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 87,000.00
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Recovery Act- State Energy Program Formula Grant
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Awarding Agency: United States Department of Energy Pass-Through Entity: Public Service Commission of Wisconsin Pass-Through Entity Contact Information: Kristy Nieto, Administrator Division of Digital Access, Consumer, and Environmental Affairs email: Kristy.Nieto@wisconsin.gov phone: (608) 261-9419
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA Number and Name: 81.041 – “Recovery Act- State Energy Program Formula Grant” Dollar Amount Made Available: \$55,488,000.00
(xii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	4.66%



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 20, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # E.1

Operational Reports

BACKGROUND

Operational reports included. Staff will present the reports.

RECOMMENDATION

No action is necessary.

FISCAL IMPACT

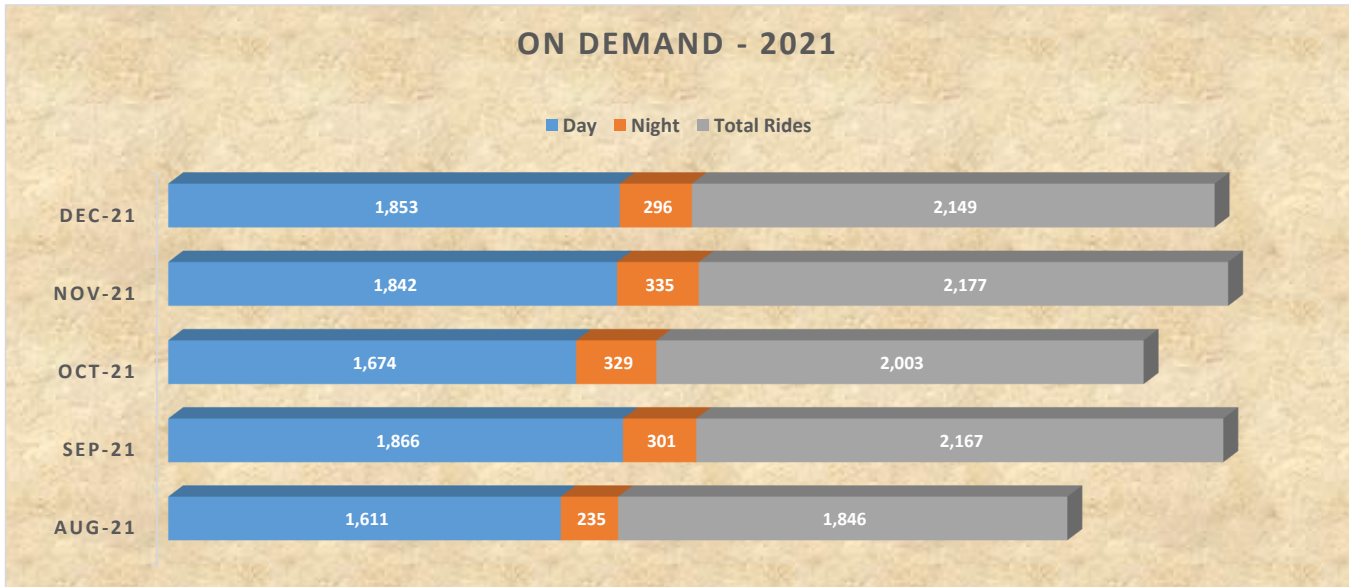
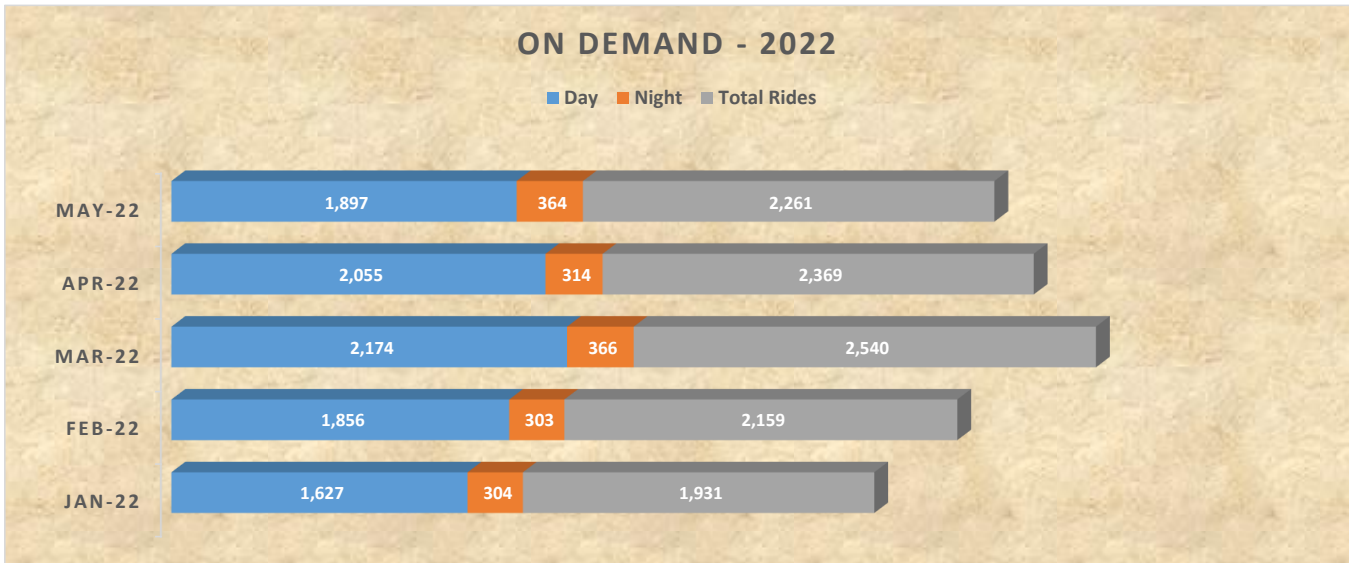
ATTACHMENTS

1. 05.May Micro KPIs
2. 05.May Ridership - REVISED

GBM ON DEMAND RIDERSHIP - KPIs

MAY 2022

	Day Service	Night Service	Total	YTD	Target
Passengers	1,897	364	2,261	11,260	
Operating Hours	976.8	171.3	1,148.1	5,863	
Passengers per Operating Hour	1.94	2.12	1.97	1.92	3.0
Average Customer Wait Time (minutes)	15.00	12.45			<20.0
On-Time Pickups	88%	91%			95%



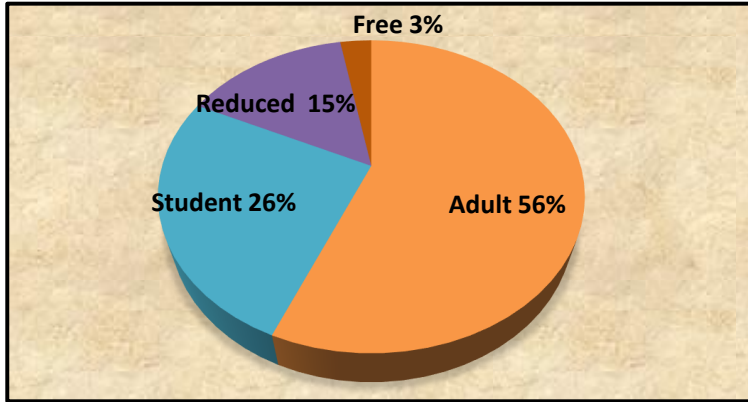
Day Service	Monday - Friday	5:45am - 8:45pm	Saturday	7:45am - 3:45pm
Night Service	Monday - Friday	8:45 pm - 10:45pm	Saturday	N/A

*Key Performance Indicators (KPI)

OPERATIONAL REPORT MAY 2022

Fixed Route Ridership

	ADULT	STUDENT	*REDUCED	*FREE	MONTHLY FIXED ROUTE	YTD FIXED ROUTE
May 2021	22,009	5,089	6,623	4,229	37,949	172,335
May 2022	30,934	14,975	8,661	1,568	56,138	251,656
Difference	8,925	9,886	2,038	(2,661)	18,189	
	41%	194%	31%	-63%	48%	



Microtransit On Demand Ridership

ADULT	STUDENT	*REDUCED	*FREE	MONTHLY ON DEMAND	YTD ON DEMAND
1,974	87	107	93	2,261	11,260

YTD PASSENGERS 262,916

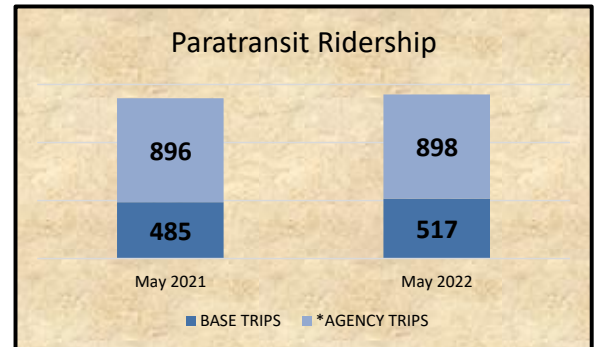
*Reduced fare program is for individuals who are age 65 and older, Medicare recipients, and individuals with qualifying disabilities.

*Free is comprised of game day, children 4 & under, promos, etc.

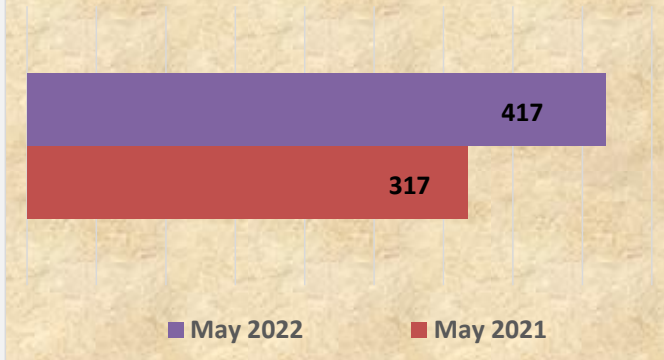
Paratransit Ridership

	BASE TRIPS	*AGENCY TRIPS	TOTAL TRIPS
May 2021	485	896	1,381
May 2022	517	898	1,415
Difference	32	2	34
	6.6%	0.2%	2.5%

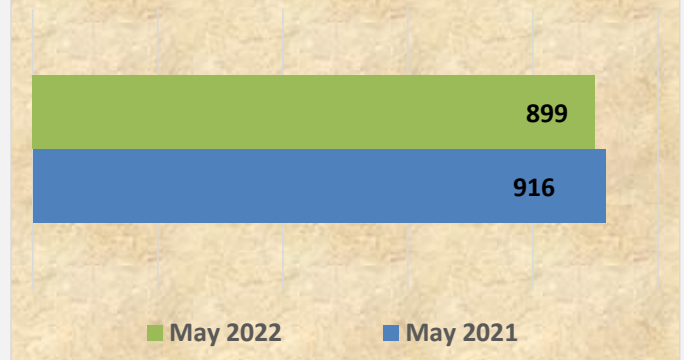
*Agency Fare includes base fare plus additional cost for expenses that is permitted by 49 CFR 37.131 to social service agencies and other organizations for agency trips (i.e., trips guaranteed to the organization).



Mobility Devices Boarded



Bikes Loaded





Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 20, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # E.2

Financial Report

BACKGROUND

Green Bay Metro's staff will present the Commission with the financial report for January through May.

RECOMMENDATION

No action is necessary.

FISCAL IMPACT

ATTACHMENTS

- I. 05-May Financials



EXPENSES

ACCOUNT DESCRIPTION	2022 Jan-May	2021 Jan-May	+/-	%	2022 BUDGET	% OF BUDGET
Wages & Salaries	969,499.67	857,283.86	112,216	13.1%	2,585,333	37.5%
Fringe Benefits	483,289.86	455,558.23	27,732	6.1%	1,597,262	30.3%
Other Employment Expenses	15,529.65	21,717.35	(6,188)	-28.5%	46,160	33.6%
Contract Services	55,871.82	50,662.97	5,209	10.3%	333,573	16.7%
Materials & Supplies	221,850.27	150,527.53	71,323	47.4%	686,265	32.3%
Building & Equip Maintenance	98,334.37	110,458.38	(12,124)	-11.0%	204,300	48.1%
Utilities	43,115.31	35,880.36	7,235	20.2%	100,091	43.1%
Insurance	170,891.62	173,958.00	(3,066)	-1.8%	164,129	104.1%
Miscellaneous	121.00	68.40	53	76.9%	250	48.4%
Paratransit Services	204,595.44	196,048.09	8,547	4.4%	1,094,740	18.7%
Microtransit Services	348,659.31	202,115.73	146,544	72.5%	1,921,754	18.1%
Subrecipient Expenses	-	-	-	0.0%	-	0.0%
TOTAL	2,611,758.32	2,254,278.90	357,479	15.9%	8,733,857	29.9%

REVENUES

ACCOUNT DESCRIPTION	2022 Jan-May	2021 Jan-May	+/-	%	2021 BUDGET	% OF BUDGET
Federal Operating Asst	-	-	-	0.0%	2,456,328	0.0%
State Operating Asst	-	-	-	0.0%	2,358,141	0.0%
Other Local Municipalities	281,129.80	277,236.66	3,893	1.4%	644,265	43.6%
Green Bay	520,000.00	520,000.00	-	0.0%	1,676,517	31.0%
Farebox Revenue-Fixed Route	184,600.09	149,596.54	35,004	23.4%	775,000	23.8%
Farebox Revenue-Paratransit	91,497.00	89,110.00	2,387	2.7%	462,000	19.8%
Farebox Revenue-Microtransit	5,698.00	3,220.00	2,478	77.0%	-	0.0%
College Program Fares	1,569.00	880.00	689	78.3%	-	0.0%
TMI Refund	50,038.00	65,431.00	(15,393)	-24%	-	0.0%
Non-Transportation Revenue	11,710.83	18,233.58	(6,523)	-35.8%	17,200	68.1%
State Fuel Refund	2,877.34	1,470.13	1,407	95.7%	-	0.0%
Advertising	35,315.86	28,219.28	7,097	25.1%	120,000	29.4%
Intercity Bus Commissions	429.06	2,869.13	(2,440)	-85.0%	36,000	1.2%
Partnership Contributions	12,538.00	3,085.00	9,453	306.4%	188,404	6.7%
TOTAL	1,197,402.98	1,159,351.32	38,052	3.3%	8,271,857	14.5%

KEY PERFORMANCE INDICATORS (KPI)

Operating Days	127	127	-	0.0%	307
Revenue Miles	316,387	296,231	20,156	6.8%	802,941
Revenue Hours	21,170	20,213	957	4.7%	53,491
Unlinked Passenger Trips	251,656	172,335	79,321	46.0%	591,868
Revenue / Cost	45.8%	51.4%			1
Farebox Revenue / Mile	0.58	0.50	0	15.5%	1
Farebox Revenue / Pass Trip	0.73	0.87	(0)	-15.5%	1
Farebox Revenue / Hour	8.72	7.40	1	17.8%	14
Passenger / Mile	0.80	0.58	0	36.7%	0.74
Cost / Mile	6.51	6.27	0	3.8%	8.48
Cost / Passenger Trip	8.18	10.77	(3)	-24.1%	11.51

*Insurance is [NET] TMI



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 20, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # E.3

Director's Report

BACKGROUND

Green Bay Transit Director will provide the Commission with an update on Metro.

RECOMMENDATION

No action is necessary.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

July 20, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # E.4

Next Transit Commission Meeting: Wednesday, August 17, 2022

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None