



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Joseph Barbarotta
Date: 12/3/2021
Re: High Performance Energy Agreement with UI

Contractor Name: United Illuminated

Contractor Address: 100 Marsh Hill Road Orange Ct. 06477

Is the contractor a Minority or Women Owned Small Business? No, utility

Renewal or Award of Contract/Agreement? N/A

Total Amount of Contract/Agreement and the Hourly or Service Rate: N/A

Contract or Agreement #: SrfB

Funding Source & Account #: N/A

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

1. What specific service will the contractor provide:

UI has a conservation program called Energy Conscious Blueprint, which is designed for new construction, major renovation and equipment replacement projects. UI offers to pay incentives to certain customers for including energy efficient measures in the Customers' facilities. In order to be eligible for the incentives NHPS had to exceed the current building energy code by a minimum of 25%. The final metrics show the High performance Energy Code was achieved at 26.7% thereby making NHPS eligible for \$160,040 in incentive payments.

2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection: N/A

3. If the vendor is not the lowest bidder or a State contract please answer the following:

- a. Please explain why the vendor was chosen
- b. Who were the members of the selection committee? N/A

4. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement? N/A

5. **If this Contract/Agreement is a Renewal has cost increased? If yes, by how much? N/A**
6. **If this Contractor is New has cost for service increased from previous years? If yes, by how much? N/A**
7. **Is this a service existing staff could provide? Why or why not? N/A**

ENERGY CONSCIOUS BLUEPRINT

1-877-WISE USE

Municipal Energy Conscious Blueprint Standard Agreement

This Agreement as dated below (the "Effective Date") is entered into between The United Illuminating Company (UI) and

City of New Haven Schools

("Customer") pertaining to the building to be constructed or reconstructed at

FARNHAM AVE 69 ; NEW HAVEN, CT

(the "Facility"), **ECB Project # SrfB**, and analyzed by

("Design Professional"). Effective Date of this Agreement is the date that this Agreement is signed by both Customer and UI, subject to Section 8(b)(i) hereof.

BASIC UNDERSTANDINGS

UI has a conservation program called Energy Conscious Blueprint which is designed for new construction, major renovation and equipment replacement projects. UI offers to pay incentives to certain customers for including energy efficient measures (each an "Individual Measure" and collectively, the "Measures") in the Customers' facilities. This Agreement provides the terms and conditions for payment of Compliance Incentives, Compliance Plus Incentives and any applicable Bonus Incentives by UI to a Customer under the Energy Conscious Blueprint program. Customer expressly represents and warrants that the execution, delivery and performance by Customer of this Agreement are within such Customer's powers and have been duly authorized by all necessary action on the part of the Customer (or any other person or entity, as applicable). This Agreement constitutes a valid and binding agreement of the Customer, enforceable against such Customer in accordance with its terms. Customer further acknowledges and agrees that it has selected the Installing Vendor and has and will continue to be solely responsible for such selection, which selection was in accordance with any and all legal, governmental or regulatory rules and requirements (whether federal, state, municipal or otherwise) applicable to Customer. Any payments (if any) made by UI to Installing Vendor in connection with Installing Vendor's installation of EEMs hereunder at the Facility and pursuant to Customer's direction as provided for herein, are made by UI solely in its role as administrator of conservation and load management programs approved by the Connecticut Public Utilities Regulatory Authority (PURA). UI assumes no responsibility or liability whatsoever with respect to Customer's selection of the Installing Vendor, the Installing Vendor's installation of the EEMs for Customer, and/or any agreement that Installing Vendor and Customer may have entered into in connection with such installation.

1. CUSTOMER ELIGIBILITY

Any Municipality that is a retail end use UI customer is eligible for participation in the Energy Conscious Blueprint program.

2. INDIVIDUAL MEASURE & BONUS INCENTIVE PAYMENTS

- (a) Subject to the terms and conditions contained herein. UI will pay Customer a "Compliance Incentive" for each "Individual Measure" listed in Schedule A, attached hereto and incorporated herein by reference that Customer installs at the Facility according to project plans that have been submitted by Customer to UI and reviewed and approved by UI in its sole discretion in advance of construction and in accordance with Paragraph 6 below (the Specifications); provided however that each Individual Measure, as installed, meets the Energy Efficiency Criteria set by UI for such Individual Measure. The aggregate amount of the applicable Compliance Incentive will be as set forth in Schedule A ("Compliance Incentive Amount"). UI will pay the applicable Compliance Incentive amount by check in accordance with Paragraph 4 below.
- (b) If Customer elects to install all Individual Measures that are applicable to the Facility, as determined by UI in its sole discretion, UI will pay Customer an additional incentive (the "Compliance Plus Incentive Amount") for meeting the Energy Efficiency Criteria applicable to all such Individual Measure areas. The Compliance Plus Incentive Amount will be as set forth in Schedule A ("Compliance Plus Incentive Amount"). UI will pay the applicable Compliance Plus Incentive amount by check in accordance with Paragraph 4 below.
- (c) UI reserves the right in its sole discretion to award "Bonus Incentives" in connection with any measure or group of measures installed at the Facility and which exceed specific energy efficiency requirements set forth in the program.
- (d) The total incentive amount that may be applicable to Customer pursuant to this Agreement (i.e., any Compliance, Compliance Plus and/or Bonus Incentives) may be adjusted in accordance with all of the terms and conditions applicable to the Energy Conscious Blueprint program, including but not limited to the terms and conditions contained in Paragraphs 7, 11 and 12.

3. INCENTIVE AMOUNTS

- (a) Any incentive amounts requested by a Customer in connection with this program may be reduced by UI in its sole discretion and only incentive levels approved by UI in connection with this Agreement are eligible to be earned by the Customer.

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- (b) UI reserves the right to modify any program incentives and the associated incentive structure at any time and without any prior notices to Customer.
- (c) In the event that, following execution and delivery of this Agreement, the program is modified or cancelled for any reason this Agreement will continue in effect pursuant to all of its terms and conditions.
- (d) Measures are not eligible for incentives from the Energy Conscious Blueprint program if the Customer has received incentives for that specific EEM under any other UI incentive program.

4. PAYMENT

- (a) UI may at its sole discretion pay to Customer an advance, in an amount to be determined by UI, on the sum of all Compliance Incentive Amounts that Customer is eligible for as set forth on Schedule A upon UI's verification that Customer has begun a continual program of construction or reconstruction (as applicable) of the Facility, but only if the sum of all Compliance Incentive Amounts plus the Compliance Plus Incentive Amount (together the "Energy Conscious Blueprint Incentive Amount") for which Customer is eligible as set forth on Schedule A are greater, in the aggregate, than \$10,000. If the Energy Conscious Blueprint Incentive Amount is, in the aggregate, less than \$10,000, no advance will be paid, and the entire Energy Conscious Blueprint Incentive Amount will be paid as specified in 4(b) below. For the sake of clarity, under no circumstances will UI pay an advance on any Energy Conscious Blueprint Incentive Amount until UI completes a review of and has approved, in its sole discretion, the Specifications (defined below).
- (b) UI will pay in full the balance of each Compliance Incentive Amount within sixty (60) Business Days (i.e., a day for which commercial banks are open for business in Connecticut) after all of the following conditions are met: (1) construction or reconstruction of Customer's Facility has been completed; (2) UI has verified satisfactory installation of the Individual Measure(s), in accordance with Paragraphs 6 & 7 below; and/or (3) Customer has received a "Certificate of Occupancy" from the appropriate local authority. In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.
- (c) If Customer has an established UI account, Customer may request that incentive payments applicable to it under this Agreement be paid in the form of a credit to such Customer's electric bill by designating the method of payment on the Schedule A at the time of executing this Agreement.
- (d) Any Compliance Plus Incentive or Bonus Incentive Amounts payable to Customer under this Agreement will be paid in full on the same date that the balance of each Compliance Incentive Amount is paid, as specified in Paragraph 3(b) above.
- (e) The Customer understands and acknowledges that UI shall pay the incentives from the Conservation and Load Management Fund ("C&LM Fund"). In the event that all or any part of UI's C&LM Fund is designated by legislative or regulatory action for purposes other than implementation of UI's C&LM programs, and UI determines that the C&LM Fund is insufficient to cover the cost of such programs, UI shall have no obligation to pay any incentives hereunder and shall have no further liability to the Customer. Customer shall not hold UI liable in any way and shall hereby hold UI harmless from and against any and all liabilities, costs or damages incurred by Customer in the event of a program funding reduction or elimination, including but not limited to the insufficiency of the C&LM Fund to cover the cost of C&LM programs as determined by UI.

5. NO TAX LIABILITY

UI is not responsible for any tax liability imposed on the Customer or the Customer's authorized recipient as a result of the incentive payment.

6. INSTALLATION REQUIREMENTS AND REVIEW OF SPECIFICATIONS

- (a) Customer agrees to comply with the steps outlined in Paragraph 7.
- (b) Customer shall provide or cause its Design Professional to provide UI with a copy of the complete and final specifications with respect to the incorporation of the Individual Measure(s) into the design of the Facility ("Specifications"). UI may, in its sole discretion, refuse to approve the Specifications if the Specifications do not adequately provide for the Installation of the Individual Measures. Without limiting the foregoing, Individual Measures and the Specifications related to the same must be consistent with good engineering and energy-efficient design practices, as determined by UI, in its sole discretion. Other specific installation requirements, if any, are as set forth in Schedule A.
- (c) Customer shall supply or cause its Design Professional to supply UI with appropriate paperwork that documents that the construction or installation process with respect to the Individual Measure(s) has been initiated (such as a purchase order, bid document, contract etc., and any other documentation as requested by UI.)

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- (d) Customer or Customer's Design Professional agrees to supply UI with appropriate paperwork that documents that the construction or installation process with respect to the Individual Measure(s) has been completed (such as invoices, contract, certificate of occupancy etc., and any other documentation as requested by UI)

7. VERIFICATION OF INSTALLATION

- (a) UI shall not be obligated to pay any Compliance Incentive, Compliance Plus Incentive, or Bonus Incentive Amounts whatsoever unless UI is satisfied, in its sole discretion, that the Individual Measure(s) has (have) been installed in accordance with the Specifications and any specific installation requirements set forth in the Standard Agreement and the Schedule A.
- (b) UI reserves the right to monitor any or all proposed and installed Measures for the purpose of determining the actual value of energy reduction.
- (c) Customer agrees to grant UI access to the Facility for the purposes of monitoring and verifying the installation and function of the Individual Measure(s) prior to UI paying any incentive amount to Customer under this Agreement.
- (d) Customer agrees to grant UI access to the Facility at all reasonable times for the purpose of examining and monitoring proposed and installed Measures. The results of this on-site monitoring will not affect any payments already received by the Customer hereunder, except for such payments that are required to be reimbursed by the Customer pursuant to the terms and conditions contained in this agreement
- (e) Customer understands and agrees that UI reserves the right to decrease any unpaid incentive amounts for which the Customer is eligible hereunder if, based on the results of UI's onsite monitoring and verification, UI determines in its sole discretion that less than the proposed Measure savings are likely to result via the installed Measure.
- (f) In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.

8. CANCELLATION AND REIMBURSEMENT

- (a) Customer may cancel this Agreement at any time by providing UI with written notice of the same.
- (b) UI may cancel this Agreement immediately and without notice to the Customer if any of the following conditions exist:
 - (i) The Customer fails to sign this Agreement within thirty (30) business days of UI's approval date;
 - (ii) The Customer fails to initiate installation or construction of the project within sixty (60) Business Days of UI's approval date;
 - (iii) The Customer has not submitted to UI a written explanation acceptable to UI in its sole discretion outlining the reasons why the initiation of the construction process has not begun within 60 Business Days of the Approval Date. These situations will be subject to UI review on an individual basis.
 - (iv) The Customer fails to complete the construction of the Facility within two (2) years of UI's Approval Date, or if the Customer fails to install replacement equipment within ten (10) months of UI's Approval Date (as applicable).
 - (v) The customer is not engaged in a continual program of construction, reconstruction, retrofitting, or refurbishment ("Construction") of the Facility by the end of two (2) years or ten (10) months (in the case of equipment replacement) from UI's Commitment Date (as applicable), and has not submitted to UI a written explanation outlining the reasons why and which explanation is acceptable to UI in UI's sole discretion. These situations will be subject to UI review on an individual basis.
- (c) Upon cancellation of this Agreement by either Party in accordance with this Paragraph 8, Customer will reimburse UI within 30 Business Days of such cancellation in an amount equal to all payments made by UI to Customer under this Agreement.
- (d) If Customer does not install the Individual Measure(s) listed in Schedule A, UI may, in its sole discretion, adjust the Energy Conscious Blueprint Incentive Amount according to the criteria and participation requirements of the Energy Conscious Blueprint program as set forth in this Agreement, including Schedule A.
- (e) If Customer does not install all of the Individual Measure(s) listed in Schedule A, and the Compliance Incentive Amount paid in advance to Customer by UI pursuant to Paragraph 3(a) hereof exceeds the Energy Conscious Blueprint Incentive Amount, then Customer will reimburse UI within 30 Business Days in an amount equal to such excess (the "Reimbursable Funds.")
- (f) All reimbursements will include interest accrued on the Reimbursable Funds at the annual rate of eight percent (8%) from the date that the overpayment is determined by UI to first exist.

9. FINANCING OPTION

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- (a) Third party financing for the EEMs to be installed at Customer's Facility pursuant to this Agreement may be available to Customer from a UI designated third party financing provider ("TPFP") provided that Customer's project meets (among other requirements) the following eligibility requirements:
- (i) The project has a Net Simple Payback Period that does not exceed fifteen (15) years. Net Simple Payback Period is defined in Paragraph 9 section (c) below.
 - (ii) The project is eligible for inclusion in UI's Energy Opportunities program.
 - (iii) The project does not participate in other financing options under Connecticut Energy Efficiency Funds (CEEF) programs administered by UI.
 - (iv) The project is not a federal government or agency project.
 - (v) The project includes only equipment replacements or equipment retrofits (i.e., it does not involve new construction or major renovation).
 - (vi) The Customer is an existing business which has been in operation for three (3) years and qualifies through the TPFP's business credit review.
- (b) Customer acknowledges and agrees that, in addition to the foregoing project eligibility requirements, Customer must apply to the TPFP in order to secure financing by the TPFP for its project (as described herein). The decision by the TPFP to provide (or not provide) financing to Customer in connection with its project is at the sole discretion of the TPFP and Customer acknowledges and agrees that UI is not responsible in any way for any decision by the TPFP to provide, or not to provide, financing for Customer's project. In addition to the foregoing, any and all financing transactions as between the TPFP and Customer in connection with the project are solely as between such parties. UI is not responsible in any way for any and all decisions, acts or omissions of the TPFP in connection with any and all financing transactions as between the TPFP and Customer in connection with Customer's project. Customer hereby agrees to indemnify, defend, and hold harmless, UI, from any and all claims, actions, costs, expense, damages, and liabilities, including reasonable attorney's fees, resulting from or arising out of Customer's decision to seek financing for its project from the TPFP, including but not limited to any and all action or inaction of the TPFP related to the same.
- (c) In the event that Customer receives financing from the TPFP as contemplated and provided for herein, UI may, in its sole discretion, provide an "interest rate buy down" in connection with such TPFP financing. An "interest rate buy down" means an upfront payment provided by UI (through use of CEEF funds) to the TPFP in order to lower the interest rate paid by Customer to the TPFP over time. An interest rate buy down is only available to Customer in connection with TPFP loans that are no less than \$2,000 and no greater than \$100,000. In the event that Customer (i) is eligible for and receives financing for its project from the TPFP pursuant to the TPFP's EO financing program and (ii) UI determines, in its sole discretion, that it will provide an interest rate buy down in connection with such TPFP financing for Customer's project, then Customer will receive 100% of the incentive calculated by UI for the Customer's project and a partial interest buy down or subsidy, which in turn determines the available interest for the project either 4.99%, 2.99%, or 0% loans respectively. The maximum term of TPFP loans for which Customer receives an interest rate buy down from UI shall be (i) the Net Simple Payback Period for the project plus one year or (ii) five years, whichever is less. Net Simple Payback Period is defined as (A) the total cost of Customer's project that is the subject of this Agreement minus the incentive calculated by UI for the project divided by (B) the estimated dollar value of annual energy savings (electric and/or natural gas measures) expected to be experienced by Customer as a result of the project (as calculated by UI).
- (d) Customer may seek additional financing from the TPFP, typically up to a total amount of \$1,000,000. Any projects that exceed \$1,000,000 would be reviewed on a case by case basis. However, financed amounts greater than \$100,000 are not eligible for any interest rate buy down from the CEEF funds. Any financed amounts greater than \$100,000 will be subject to current market interest rates and will be determined by the TPFP.
- (e) Customer may seek financing of its project from any third party financing entity provided, however, that any interest buy down that the CEEF Fund and UI may provide with respect to Customer's project, if at all, shall only be applicable with respect to TPFP financing pursuant to the terms and conditions provided for herein.

10. LIMITATION OF LIABILITY

- (a) Customer shall not be liable to UI for any damages under this Agreement other than for reimbursement of amounts paid by UI. UI's liability under this Agreement shall be limited to paying the incentives specified herein but only as and if such incentives become payable to Customer and only to the extent that such incentives are not subject to repayment as provided for in this Agreement. In no case shall UI be liable to Customer for any special, indirect, consequential, incidental, punitive or exemplary damages of any kind, including but not limited to loss of use, lost profits, out of pocket expenses by statute, tort or contract, in equity under any indemnity provision or otherwise.

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- (b) UI shall not be liable to Customer for any damages in contract or tort or otherwise (including negligence) caused by any activities in connection with this Agreement or in connection with the construction or reconstruction of the Facility, including without limitation the actions or omissions of Customer, Design Professional or any employee, agent, contractor, subcontractor of, or consultant retained by, UI.

11. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless, UI, from any all claims, actions, costs, expenses, damages, and liabilities including reasonable attorney's fees, resulting, from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Customer's employees or other authorized agents in connection with Customers activities within the scope of this Agreement, including without limitation, claims arising from Customer's installation and/or maintenance of HVAC units in compliance with current standards for the performance of such units published or recognized by ASHRAE. Customer's duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination hereof.

12. NO WARRANTIES

- (a) Customer acknowledges and agrees that neither UI nor any of UI's employees or consultants are responsible for assuring that the design, analysis, engineering, and construction or reconstruction of the Facility or installation of any or all of the Individual Measures is proper or complies with any particular laws, codes, or industry standards, including without limitation, the State of CT Energy Code, current standards published or otherwise recognized by ASHRAE, the State of Connecticut, or any other governmental agency or entity.
- (b) Customer understands and agrees that UI does not represent, warrant or guarantee that the installation of any or all of the Individual Measures pursuant to this Agreement will result in any level of energy savings or result in any measurable energy related benefit.

13. EXISTING and NEW SELF-GENERATION

The incentive amount paid by UI to Customer under this Agreement will be determined by UI based on UI's evaluation of the net benefit of the Individual Measure / Measures (as the case may be) for which Customer is receiving an incentive to UI's customers as a whole ("Net Customer Benefit"). Accordingly, UI will establish and reserves the right to reduce the incentive amount in order to reflect the impact of Customer's existing self generation or new self-generation installed after the Effective Date hereof (as the case may be) to reflect the impact of such self-generation on UI's Net Customer Benefit calculation. UI may require Customer to refund to UI all or a portion of the incentive amount paid to reflect the reduced Net Customer Benefit. Any interconnection of new self-generation to the utility grid must comply with UI's then current policies and standards governing such interconnections.

14. FORWARD CAPACITY MARKET AND CLASS III CREDITS:

ISO-NE CAPACITY PAYMENTS

By signing this document, and as a condition to receiving a rebate pursuant to this program, the customer acknowledges and agrees that any and all payments, benefits and/or credits associated with or applicable to the customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any existing, successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of The Connecticut Light and Power Company, doing business as Eversource Energy (Eversource), or The United Illuminating Company (UI), as applicable. The customer hereby assigns to Eversource or UI, as applicable, all of its right, title and interest in and to any and all such capacity payments, credits and/or benefits, and agrees to take any and all action, including executing and delivering any and all documentation and/or instruments, as requested by Eversource or UI, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process.

15. CLASS III CONSERVATION CREDITS

Any Class III renewable energy credits and/or conservation credits received in connection with this program shall be retained by the Companies pursuant to the laws of the State of Connecticut and/or applicable PURA decision in effect as of the date hereof.

16. PAYMENTS ASSIGNED TO CONTRACTORS

- (a) UI Customers may designate in writing the Customer's installation contractor (facility owner or other) or designated Third Party Financing Provider as the sole recipient of any incentives and/or installation cost reimbursements owed to Customer under this program. Customer's written designation shall also state that Customer acknowledges and agrees that it has no further claim or right, title or interest in and to any such incentives and / or installation reimbursements. The ability to assign payment to contractors shall be limited to Equipment Replacement measures.

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- (b) In addition to the requirements set forth in Paragraph 16 (a) above, Customer must request the change in incentive / installation cost recipient by signing the designated area on Schedule A.
- (c) In addition to the requirements set forth in Paragraph 16 (a, b) above, if Customer assigns the incentives and/or installation cost reimbursements to the installing contractor (facility owner or other), Customer must supply or cause its designated recipient to supply UI with a Letter of Acknowledgement and a completed W-9 containing designated recipient's Federal Tax Identification number.
- (d) In addition to the foregoing, prior to the release by UI of any incentive/installation cost reimbursement by UI to the Installing Vendor, Installing Vendor shall execute an acknowledgment in the form attached hereto as Exhibit 1 and Customer shall cause Installing Vendor to execute the same.

17. PUBLICITY OF CUSTOMER PARTICIPATION

UI may, with Customer's consent, publicize Customer's participation in the program, the results of Customer's participation in the program, the value of incentives paid to Customer by UI under the program, and any other information relating to or in connection with Customer's participation in the program.

18. MISCELLANEOUS

- (a) The term of this Energy Conscious Blueprint Standard Agreement will be for ten (10) years from effective date of this Agreement by UI pursuant to Paragraph 3 (b) above.
- (b) The Customer understands that UI is willing to pay the Energy Conscious Blueprint program's incentives based on the long-term value of the energy efficient measures to UI.
- (c) If at any time during the term of this Agreement the operation of the Facility is modified so as to diminish the value of the energy efficient measures, UI may require Customer to reimburse UI for all or a prorated percentage of the Compliance Incentive Amounts or the Energy Conscious Blueprint Incentive Amount paid by UI to Customer.
- (d) If at any time during the term of this Agreement, the Customer's self-generation or purchase of electricity from generation sources that bypass the UI transmission and distribution system is increased (beyond such purchase/generation existing at the date of signing this Agreement), UI may require reimbursement by Customer of all or a prorated percentage of the Energy Conscious Blueprint Incentive Amount and any and all installation cost reimbursements paid by UI to Customer as described in this Agreement, including but not limited to Paragraph 13.
- (e) The Customer will require any successor to its interest in the Facility during the term of this Agreement (whether direct or indirect, by sale of the Facility to a third party, by expiration or termination of Customer's lease of the Facility, or by purchase, merger or consolidation of Customer or all or substantially all of its assets by, with or into a third party), by an agreement in form and substance satisfactory to UI, to assume and agree expressly to be bound by the provisions of this Agreement. Failure of Customer to obtain such agreement by the effectiveness of any such succession shall be a breach of this Agreement and shall entitle UI to reimbursement for all or a prorated percentage of the Compliance Incentive Amounts, the Compliance Plus Incentive Amounts, or the Bonus Incentive Amounts paid by UI to the Customer under this Agreement.
- (f) This Agreement, including all schedules attached hereto and any Energy Conscious Blueprint Design Grant Agreement entered into between the parties in conjunction with this Agreement, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- (g) If either UI or Customer desires to modify the content of this Agreement, the modification must be in writing and signed by an authorized representative of each party in order for the modification to be enforceable against that party.
- (h) Customer may not assign this Agreement without the written consent of UI. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.
- (i) Any waiver of any breach of any provisions of this Agreement shall not be a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- (j) All notices shall be in writing and delivered personally or by overnight courier to the addresses of the parties set forth at the beginning of this Agreement. Any such notice shall be deemed given on the date delivered.
- (k) This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to its conflicts of laws and principles.

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- (l) All requirements, terms, conditions and provisions of this Agreement which by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of this Agreement, including but not limited to any and all reimbursement obligations of Customer hereunder.
- (m) The relationship of the parties is that of independent contractors. None of the provisions of this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship between or among the parties. No party or any of its officers, members, or employees, will be deemed to be the agent, employee, or representative of another party.

In order to evidence its agreement to the above terms, each party has signed or caused an authorized representative to sign this Agreement on the date(s) specified below.

CUSTOMER:

By: _____
(print)
Name: _____
(sign)

Title: _____ Date: _____

THE UNITED ILLUMINATING COMPANY:

By: **Michael Doucette**

By: 
Joel M. Kopylec

Title: **Sales Engineer** Date: **10/14/2021**

Title: **Manager, Conservation & Load Management** Date: **10/21/2021**

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EXHIBIT 1

_____ hereby certifies that it is the Installing Vendor (as such term is defined) in that certain Energy Conscious Blueprint Standard Agreement entered into by and between City of New Haven Schools ("Customer") and UI on 10/14/2021 ("Agreement"). _____ hereby acknowledges and agrees that:

- (i) Customer has contracted with _____ to perform the energy efficiency installations that are the subject of the Standard Agreement ("Equipment Replacement"),
- (ii) _____ is solely responsible for the installation of such Equipment Replacement at the Facility (as defined in the Agreement)
- (iii) The sole responsibility of The United Illuminating Company in connection with the Agreement is as an administrator of the Connecticut Energy Efficiency Fund, which fund is the source of the incentive payment to be provided by UI to Installing Vendor as directed by Customer in connection with the Agreement.
- (iv) _____ hereby agrees to defend, indemnify, and hold UI and its affiliates, employees, agents, officers, directors, and shareholders harmless from and against any and all claims, losses, causes of action, and damages ("Claims"), including but not limited to Claims related to personal injury or property damage, arising out of or related to City of New Haven Schools 's installation of the Equipment Replacement at the Facility.

_____ :

By:
(print) _____
Name:
(sign) _____

Title: _____ Date: _____

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EXHIBIT 2

Reference is made to that certain Municipal Energy Conscious Blueprint Standard Agreement entered into by and between The United Illuminating Company ("UI") and the City of New Haven Schools ("Customer") as of "Effective Date" of the Municipal Energy Conscious Blueprint Standard Agreement project# SrfB. Customer hereby acknowledges and agrees that:

1. The EEMs (as defined in the MEB Agreement) installed by Installing Vendor (as defined in the MEB Agreement) were installed to the satisfaction of the Customer and are hereby accepted in all respects by the Customer; and
2. UI is authorized to release the total amount of the Project Incentive (as defined in Schedule A and Exhibit 1 of the MEB Agreement) to the Installing Vendor; or
3. UI is authorized to release the total amount of the Project Incentive (as defined in Schedule A and Exhibit 1 of the (ECB Agreement) to _____, the designated Third Party Financing Provider.

City of New Haven Schools

By: _____

Its: _____
Authorized Representative

Commercial & Industrial Financing

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Release Form

In applying for financing through the Commercial & Industrial Financing program which offered by the Connecticut Energy Efficiency Fund and administered by The United Illuminating Company, I agree that _____, the designated Third Party Financing Provider can share information and records related to this loan program with The United Illuminating Company. The information to be shared will be limited to loan application status, loan amount, installing contractor, equipment financed, and any non-confidential communications.

CUSTOMER:

Company Name: _____

Company Representative: _____

Signature: _____

Date: _____



ENERGY CONSCIOUS BLUEPRINT

I-877-WISE USE

Standard Agreement

Connecticut Energy Efficiency Fund Program
Energy Efficiency Services

This Agreement as dated below (the "Effective Date") is entered into between The Southern Connecticut Gas Company (hereinafter "SCG") and

City of New Haven Schools

("Customer") pertaining to the building to be constructed or reconstructed or equipment installed at

FARNHAM AVE 69 ; NEW HAVEN, CT

(the "Facility"), **ECB Project # SrfB**, and analyzed or installed by

("Designer / Vendor").

To encourage natural gas energy efficiency, in accordance with Connecticut's 2007 Joint Natural Gas Conservation Plan approved by the Public Utility Regulatory Authority (PURA) formerly the Department of Public Utility Control in Docket No. 06-10-03, SCG is pleased to offer City of New Haven Schools (hereinafter, the "Customer") the Energy Efficiency Services from the Connecticut Energy Efficiency Fund (CEEF) in connection with the Customer's facility located at FARNHAM AVE 69 ; NEW HAVEN, CT. Please return this signed Agreement within **thirty (30) business days**. Your participation in this program is subject to the following terms and conditions:

1. The attached Energy Efficiency Services Standard Terms and Conditions, as well as the attached Schedule A (described below) are part of this Letter of Agreement. In the event of a conflict between this Letter of Agreement and the Energy Efficiency Services Standard Terms and Conditions, this Letter of Agreement controls.
2. The original Proposal and the requirements in the 'Request for Proposal' are automatically made part of this Agreement.
3. SCG may cancel this Agreement immediately and without notice to the Customer if any of the following conditions exist:
 - (i) The Customer fails to sign this Agreement within thirty (30) business days of SCG 's approval date;
 - (ii) The Customer fails to initiate installation or construction of the project within sixty (60) business Days of SCG's approval date;
 - (iii) The Customer has not submitted to SCG a written explanation acceptable to SCG in its sole discretion outlining the reasons why the initiation of the construction process has not begun within sixty (60) business Days of the Approval Date. These situations will be subject to SCG review on an individual basis.
 - (iv) The Customer fails to install replacement equipment within ten (10) months of SCG 's Approval Date (as applicable), or if the Customer fails to complete the construction of the Facility within two (2) years of SCG 's Approval Date
 - (v) The customer is not engaged in a continual program of construction, reconstruction, retrofitting, or refurbishment ("Construction") of the Facility by the end of two (2) years or ten (10) months (in the case of equipment replacement) from SCG's Commitment Date (as applicable), and has not submitted to SCG a written explanation outlining the reasons why and which explanation is acceptable to SCG in SCG's sole discretion. These situations will be subject to SCG review on an individual basis.
4. All EEMs must be installed by the Participant and accepted by both the Customer and SCG by the milestone dates listed above. Failure of Participant to install all EEMs as described and shown in Schedule A by the milestone dates listed above may disqualify Customer from receiving an incentive payment.
5. The Customer shall provide invoices to SCG or its agent for all EEMs installed in the energy analysis as approved by the Utility Representative or Quality Assurance ("QA") contractor and/or Schedule A of this Agreement.
6. SCG agrees to pay incentives for all EEMs that comply with the Standard Terms and Conditions and Schedule A. Upon compliance with all terms and conditions of this Agreement, including the attached Energy Efficiency Services Standard Terms and Conditions, payment will be made to City of New Haven Schools located at FARNHAM AVE 69 ; NEW HAVEN, CT, following inspection and approval by SCG or its designee.
7. The Customer is not obligated to install any of the EEMs referred to in this Agreement, and, at any time, may decide to forego any incentive payment for which the Customer may be eligible.
8. No payment shall be made for EEMs not listed in the Schedule A, or for EEMs installed before this Agreement was fully executed.
9. The Customer may propose changes to the scope of this Agreement by giving written notice to SCG. No change by the Customer shall be effective without the prior written approval of SCG. This Agreement may not be modified or amended except in writing signed by all parties.

Energy Conscious Blueprint Standard Agreement

Connecticut Energy Efficiency Fund Program Energy Efficiency Services

10. This Agreement shall be administered and interpreted under the laws of the State of Connecticut. If any part is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the terms and conditions shall continue in full force and effect.
11. If the Customer agrees to the terms of this Agreement, then **sign the two originals and return one of the Agreements and the Schedule A to:**

Elizabeth Murphy
Supervisor, Conservation and Load Management
The Southern Connecticut Gas Company
60 Marsh Hill Road, MS 3
Orange, CT 06477

This Agreement shall be valid only if signed by all parties. If after receipt of the signed Agreement the Customer, does not sign the Agreement, there is no valid contract between the parties.

Energy Conscious Blueprint Standard Agreement

Connecticut Energy Efficiency Fund Program Energy Efficiency Services

STANDARD TERMS AND CONDITIONS

BASIC UNDERSTANDINGS

SCG has integrated its energy conservation program with the Connecticut Energy Efficiency Fund's (CEEF) Energy Conscious Blueprint which is designed for new construction, major renovation and equipment replacement projects. SCG offers to pay incentives to certain customers for including energy efficient measures (each an "Individual Measure" and collectively, the "Measures") in the Customers' facilities. This Agreement provides the terms and conditions for payment of Incentives and any applicable Bonus Incentives by SCG to a Customer under the Energy Conscious Blueprint program. The terms and conditions as outlined in this standard agreement pertain to Municipal projects as well.

Any SCG Commercial, Industrial, Multifamily or Municipal Customer, as defined by SCG's Firm Rate structure; or the State of CT legislature's definition of municipality; are eligible for participation in the Energy Conscious Blueprint program.

1. The Customer shall obtain all necessary permits and comply with all applicable laws, ordinances, building codes, and regulations of all appropriate governing authorities. Moreover, the Customer shall be responsible for any infraction or violation thereof, and any expense or damage resulting there from.
2. The party receiving incentives shall be responsible for any tax liability associated with incentive payments. An Internal Revenue Service ("IRS") Form 1099 shall be issued to all Customers who receive incentive payments of \$600 or more per year, which amount is subject to change based on IRS reporting requirements in effect at the time the incentive payment was made.
3. To be eligible for an incentive payment, the project must be inspected and verified to be installed and operating in accordance with the energy analysis as approved by the SCG, or its agent or its designee and/or Schedule A, by both SCG and the Customer. The Customer shall allow **SCG or its designee** reasonable access to the facility to conduct such inspections and shall supply SCG with copies of any documents necessary for it to verify that the project complies with the all of the Agreement requirements.
4. The Actual Incentive payment to the Customer is based on the measures actually installed by the Customer and the measures shown in Schedule A, whichever cost is less, and may differ from the Estimated Incentive based on SCG's review and approval of final installed costs. SCG will provide the Customer with the Actual Incentive payment based on SCG's review and approval of final installed costs after installation of all measures. SCG shall withhold the Actual Incentive payment until such time as it can verify the Customer's actual cost of the measure and the projected energy savings of the measure. SCG is solely responsible for determining the incentive amount and reserves the right to withhold the incentive payment until it has verified the true actual cost of the measures.
5. Only existing firm customers of SCG at time of inspection, are eligible to become Customers in any of the conservation programs.
6. SCG does not guarantee that the Customer's actual savings will occur at the level projected in the energy analysis report and/or Schedule A. Factors that are impossible to predict, such as facility expansion, cutbacks, or weather changes, all may impact the Customer's future natural gas use.
7. SCG reserves the right to perform, at its own expense, and within two years of project completion, a confidential project evaluation, under actual operating conditions, to help determine the actual energy savings. The Customer shall provide information as necessary to facilitate this evaluation.
8. SCG may cancel this Agreement immediately and without notice to the Customer if any of the following conditions exist:
 - (i) the Customer fails to sign this Agreement within thirty (30) business days of SCG's approval date;
 - (ii) the Customer fails to initiate installation or construction of the project within sixty (60) Business Days of SCG's approval date;
 - (iii) the Customer has not submitted to SCG a written explanation acceptable to SCG in its sole discretion outlining the reasons why the initiation of the construction process has not begun within 60 Business Days of the Approval Date. These situations will be subject to SCG review on an individual basis.
 - (iv) the Customer fails to install replacement equipment within ten (10) months of SCG's Approval Date (as applicable), or if the Customer fails to complete the construction of the Facility within two (2) years of SCG's Approval Date
 - (v) the customer is not engaged in a continual program of construction, reconstruction, retrofitting, or refurbishment ("Construction") of the Facility by the end of two (2) years or ten (10) months (in the case of equipment replacement) from SCG's Commitment Date (as applicable), and has not submitted to SCG a written explanation outlining the reasons why and which explanation is acceptable to SCG in SCG's sole discretion. These situations will be subject to SCG review on an individual basis.
9. SCG may, by written notice, terminate the Agreement for convenience, in whole or in part. In this event, SCG shall pay the unit or pro rata price for the performed and accepted portion of the project, and a reasonable amount, not otherwise recoverable from other sources, for the unperformed or unaccepted portion of the project, provided that the total compensation does not exceed the total amount in the Letter of Agreement. No allowance will be made for anticipated profits. SCG shall not be liable for any consequential or incidental damages for termination under this Article.

Energy Conscious Blueprint Standard Agreement

Connecticut Energy Efficiency Fund Program Energy Efficiency Services


10. SCG may, by written notice, terminate the Agreement for the Customer's refusal or failure to comply with its provisions, in whole or in part.
11. If the Customer requests in writing additional time to complete the EEMs at least 5 business days prior to the project's estimated completion date as stated in the Agreement, SCG may grant an extension, in accordance with the Energy Efficiency Services Standard Terms and Conditions then in effect.
12. The Customer shall hold harmless SCG, its directors, officers, employees, agents, affiliated companies, and representatives, against and from any and all loss, claims, actions, or suits, including cost and reasonable attorneys' fees, arising from the Customer's participation in SCG 's Energy Efficiency Services.
13. These Standard Terms and Conditions are binding on the heirs, successors and assigns of the Customer and SCG. The Agreement shall not be assigned by either party without prior written consent of the other. The Customer agrees to include the Agreement in all leases, sales contracts, and other similar documents relating to the use and ownership of the facilities for which Energy Efficiency Services have been provided by SCG.
14. These Standard Terms and Conditions are applicable only to the facilities described in the Agreement and not to any additions to the Customer's facility that may be serviced by SCG in the future.
15. This Agreement shall be administered and interpreted under the laws of the State of Connecticut. If any part is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the terms and conditions shall continue in full force and effect.
16. The Customer understands that all funding for this program is managed by SCG and funded by SCG's customers. SCG is not responsible for any costs or damages incurred by the Customer if funding for this program is reduced, eliminated, or otherwise disapproved, adjusted, or modified (in whole or in part) by the State of Connecticut or the State of Connecticut Public Utilities Regulatory Authority.

In order to evidence its agreement to the above terms, each party has signed or caused an authorized representative to sign this Agreement on the date(s) specified below.

CUSTOMER

By: _____
(print)
Name: _____
(sign)
Title: _____ Date: _____

THE SOUTHERN CONNECTICUT GAS COMPANY / UIL HOLDINGS CORPORATION

By: **Michael Doucette** _____
Title: **Sales Engineer** Date: _____
By:  _____
Title: **Manager, Conservation & Load Management**
Date: **10/21/2021**



EB Incentive Application Worksheet - Schedule A

Facility Name: <u>City of New Haven Schools</u>	Phone: <u>(203)946-2812/</u>
Service Address: <u>Farnham Ave 69</u>	Facility Use: _____
City: <u>New Haven</u> Zip: <u>06511</u>	Square Footage: <u>71,129</u>
Contact Person: _____	EB Rep: <u>Doucette, Michael</u>
Federal Tax I.D. No: <u>06-6001876</u>	EB Project No: <u>SrfB</u>

ADDITIONAL MEASURES

Project: SrfB

Measure	Additional Measure Compliance (A)	Excess Compliance (B)	Compl.Plus Incentive (C)	Quantity (D)	Requested Incentive
Whole Building Performance	CODE	26.7% BETTER THAN	Costs/MeasVal	1 WBP	\$160,040
COMPLIANCE PLUS INCENTIVE					\$160,040

NON-ELECTRIC BENEFITS MEASURES

Project: SrfB

Measure	Compliance Criteria (A)	Energy Savings (B)	Compl.Plus Incentive (C)	Quantity (D)	Requested Incentive
GAS:WBP	CODE	-2,824.0 CCF	as calculated	1 units	\$0

Measure Specifications: 1 WBP; Annual Usage: -2,824.0 CCF; Lifetime (yrs.): 17.0; Compliance Efficiency: CODE; Actual Efficiency: 26.7% BETTER THAN CODE; Est. Cust Savings: \$2,400; Installation Cost: \$200,000; Incentive (in Electric line item, above) : \$15,254

NON-ELECTRIC BENEFITS INCENTIVE **\$0**

EB Incentive Application Worksheet - Schedule A Summary

Summary Page of Schedule A of project SrfB as of 10/14/2021 05:11:47 PM

INCENTIVE TOTALS:

1. Compliance Incentives:	\$0
2. Compliance Plus Incentives:	\$160,040
3. Non-Electric Benefits Incentives	\$0
4. Total Incentive (Items 1 + 2 + 3):	\$160,040
5. Comprehensive Bonus Incentive:	\$0

TOTAL INCENTIVES:

JMK	\$160,040
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Please issue the incentive as a credit to my account or a separate check .

I certify that all statements made in this worksheet are correct and factual to the best of my knowledge. I understand and acknowledge that the offer to pay incentives is subject to the terms and conditions in the Energy Blueprint Standard Agreement.

Customer or Customer's Agent name (print): _____

Customer or Customer's Agent Signature: _____

Title _____ Date _____

PLACE PROFESSIONAL SEAL HERE

For Equipment Replacement Only:

I authorize The Utility to issue the incentive check, for the above amount, to

(the installing contractor, facility owner or other).

Customer or Customer's Agent Signature _____ Date _____