

ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

This Agreement is entered into by and between The United Illuminating Company ("UI") and

City of New Haven Public Schools ("Customer"), pertaining to the building to be retrofitted at

COLLEGE ST 177 ; NEW HAVEN, CT (the "Facility"), **MEO Project # Rxid**, by

_____ (the "Installing Vendor"). The Effective Date of this Agreement is the date that this Agreement is signed by both Customer and UI, subject to Section 5(b)(i) hereof.

BASIC UNDERSTANDINGS

UI has a conservation program called Energy Opportunities which is designed for projects which "retrofit" existing systems with energy efficient alternatives. UI offers to pay incentives to eligible Customers who retrofit existing systems with 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 Standard Incentives and any applicable Bonus Incentives by UI to a Customer under the Energy Opportunities 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 Municipality (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 ECMs 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. UI assumes no responsibility or liability whatsoever with respect to Customer's selection of the Installing Vendor, the Installing Vendor's installation of the ECMs 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 to participate in the Energy Opportunities program.

2. INCENTIVES

- a. Subject to the terms and conditions contained herein, UI will pay incentives to Customers for the installation of Energy Conservation Measures (ECMs) as specified in the attached Schedule A, incorporated herein by reference.
- b. ECMs are those conservation measures that are consistent with UI's desire to achieve energy conservation and load management, and that are approved by UI in advance and in its sole discretion as set forth herein.
- c. Customer understands and agrees that incentive schedules for which Customer may be eligible vary based upon the classification of customers.
- d. ECMs are not eligible for incentives from the Energy Opportunities program if the Customer has received incentives for that specific ECM under any other UI incentive program.

3. PRE-APPROVAL & PRE-INSTALLATION SURVEY

- a. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentive to Customer hereunder unless UI pre-approves in its sole discretion each ECM that has been proposed by the Customer and/ or (as determined by UI) completes a satisfactory pre-installation survey of the Customer's Facility.
- b. UI reserves the right, in its sole discretion, to approve or dis-approve any proposed ECM. Any failure to approve any and all ECMs shall not under any circumstances constitute approval by UI of such ECMs.



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- c. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentives unless the Customer commits to installing the ECM(s) evidenced by its execution and delivery of this Agreement, including Schedule A and complying with all of the terms and conditions contained in this Agreement including but not limited to the timeframe described in Paragraph 5, section b.

4. CUSTOMER APPLICATION & ANALYSIS

- a. The Customer agrees to comply with the steps outlined in Paragraph 5, section b.
- b. In addition to the execution and delivery of this Agreement, including Schedule A, UI may in its sole discretion, require Customer to perform or cause to be performed a thorough analysis of the demand and energy reduction potential and life expectancy of the proposed ECMs ("Analysis"). In some cases, UI may require, in its sole discretion, that a licensed or certified energy professional or engineer prepare this Analysis. Customer shall provide to UI specifications, engineering data or other reasonable information necessary for the completion of such Analysis of the proposed ECM.
- c. UI will review the Customer's Application and Analysis (if applicable) to determine the potential for reducing energy consumption at the Facility via the ECMs. UI reserves the right, in its sole discretion to accept, reject, or modify any calculations set forth in the Application and Analysis (if applicable) based on UI's own analysis of the ECMs, including but not limited to the incremental cost of energy and demand savings, actual energy savings, life expectancy of the ECM, and the cost of the ECM.
- d. UI reserves the right to approve only those site-specific ECMs that UI believes have cost effective energy reduction potential. In any case, UI reserves sole discretion to approve or disapprove each proposed ECM in its sole discretion.

5. CANCELLATION

- 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 without notice to the Customer if any of the following conditions exist:
 - i. the Customer fails to sign the Standard Agreement and Schedule A within 30 Business days of UI's approval date. For the sake of clarity, any Standard Agreement signed by Customer after such 30 Business Days shall automatically be void and of no force and effect;
 - ii. the Customer fails to initiate installation or construction of the project within 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 with 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 installation of the ECMs within 10 months of UI's approval date;
 - v. the Customer has not submitted an acceptable written explanation outlining the reasons why the construction process has not been completed within 10 months of the approval date. These situations will be subject to UI review on an individual basis.
- c. Upon cancellation of this Agreement by either Party, Customer will reimburse UI within 30 Business Days for any and all payments made by UI to Customer under this Agreement.
- d. If Customer does not install all of the ECMs listed in Schedule A, UI may, in its sole discretion, adjust the incentives for which the Customer is eligible according to the criteria and participation requirements of the Energy Opportunities program.

6. POST-INSTALLATION VERIFICATION

- a. UI will pay incentives to Customer only after UI has performed to its sole satisfaction a post-installation inspection of the Facility and the ECMs. 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.
- b. If as a result of UI's post-installation inspection, UI determines that the ECMs installed at the Facility were not installed in a manner that is consistent with the purpose of achieving energy savings, the Customer shall make modifications as determined to be necessary by UI in order to ensure achievement of energy savings. A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.



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- c. If as a result of UI's post-installation inspection, UI determines that the operation of any equipment installed in connection with Customer's participation in the Energy Opportunities program is not consistent with generally accepted industry standards and practices, including, where applicable, state or federal building code mandates, environmental regulations, and current standards published or otherwise recognized by the American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") for the operation of Heating, Ventilation, and Air Conditioning ("HVAC") units, Customer shall make modifications as determined to be necessary by UI to ensure compliance with such applicable standard(s). A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.

7. MONITORING & VERIFICATION

- a. UI reserves the right to continue to monitor any or all proposed and installed ECMs for the purpose of determining the actual value of energy reduction.
- b. Customer agrees to grant UI access at all reasonable times to the Facility for the purpose of examining and monitoring proposed and installed ECMs. The results of this monitoring will not affect any payments already received by Customer hereunder, except for such payments that are required to be reimbursed by Customer pursuant to the terms and conditions contained in this Agreement.
- c. Customer understands and agrees that UI reserves the right to decrease any unpaid incentive amounts for which Customer is eligible hereunder if, based on the results of UI's on-site monitoring and verification, UI determines in its sole discretion that less than the proposed ECM savings are likely to result via the ECMs.

8. INCENTIVE AMOUNTS

- a. Any incentive amounts requested by 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 Customer.
- b. UI reserves the right to modify any program incentives for which Customer is eligible hereunder and the incentive structure at anytime 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 of all of its terms and conditions.
- d. The dollar amount of the incentive available to Customer pursuant to this Agreement is calculated by UI based on UI's understanding of the total project cost of the installation of the ECMs at Customer's Facility ("UI Total Project Cost") as supplied by Customer or the installing Vendor. In the event that the actual project cost is lower than the UI Total Project Cost for any reason, including but not limited to the availability of any and all state, federal or local tax rebates that may be applicable to the Customer's installation of the ECMs at the Facility, and/or any and all rebates, incentives, credits or adjustments of any nature that Installing Vendor provides to Customer and which lowers the UI Total Project Cost, then Customer shall promptly provide UI with written notice of the same and UI reserves the right, in its sole discretion, to recalculate the dollar amount of the incentive available to Customer under this Agreement based on the actual project costs and such recalculated incentive amount shall be the incentive available to Customer under this Agreement. In the event that UI has already provided Customer with an incentive payment based on the UI Total Project Cost prior to UI's receipt of notice from Customer of an actual project cost that is lower than the UI Total Project Cost, UI may require Customer to refund the difference between the incentive paid by UI to Customer and the incentive that results from UI's incentive recalculation based on the actual project cost. Any such refund shall be made by Customer within thirty (30) days after written demand of the same from UI.

9. COMPREHENSIVE PROJECTS

- a. Comprehensive projects may be eligible for bonus incentives only if specific funding is available and approved.
- b. Comprehensive projects may include energy savings from other fuel sources. However the value of the incentive will be based entirely on the electric energy savings components.
- c. Projects are considered comprehensive if they consist of two (2) or more end uses and at least one (1) measure per end use. Projects consisting of multiple measures per end use are eligible provided that the project consists of at least 2 end uses and meet the criteria in Paragraph 9 (d, e) below.
- d. No one end use can have 85% or more of the value of the project's energy savings or peak summer demand reduction.



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- e. The remaining enduse(s) must account for at least 15% of the value of the project's energy savings or peak summer demand reduction (based on the cumulative total of the remaining enduse(s)).
- f. Each Measure will be reviewed independently to determine the applicability of the EO program incentives based on the Energy Opportunities Incentive guidelines.
- g. If the project is modified to where the project does not meet the comprehensive criteria then the incentive is calculated on the individual merits of the Measures due to scope changes and/or measures.
- h. The project must have all Measures installed within a reasonable time frame to receive the comprehensive incentive. A reasonable timeframe is defined in Paragraph 5(b) above. UI reserves the right to modify the definition of a "reasonable time frame" based on the project. In the event, the scope of the project changes, the incentive amount will be calculated on the merits of the remaining individual measures.
- i. Projects will be reviewed on a case-by-case basis

10. MULTIPLE FUEL or NON-ELECTRIC ECMs

UI reserves the right in its sole discretion (but in no event is obligated) to pay incentives for any energy saving non-electric ECM.

11. ECM INSTALLATION COST

- a. Customer shall supply UI with copies of all appropriate paperwork that documents that the construction or installation process has been initiated (such as a purchase order, bid document, contract etc. and any other documentation as requested by UI).
- b. Customer shall supply UI with copies of all paid invoices (including all materials, labor, and equipment discounts) reflecting the actual costs of design engineering, purchasing, and installing the ECMs, along with costs for demolition and disposal of materials. UI may also request and Customer shall supply UI with other reasonable documentation or verification of the Customer's actual cost for purchasing and installing the ECM. Incentives are applicable to and available with respect to incentives for ECM installation costs only those ECMs that are actually installed and Customer is eligible for incentives for ECM installation costs only to the extent that the costs are deemed reasonable by UI in its sole discretion. Costs for financing, extra equipment, spare parts, inventoried items, painting, and any other non-installed materials are not eligible for UI reimbursement under this Agreement.

12. PAYMENT

- a. Incentive payments will be made by UI within 60 days after UI has completed a post-installation verification of ECM installations and the actual costs thereof to its sole satisfaction. UI may also arrange with Customer to make incentive payments in installments. 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.
- b. If Customer has an established UI account, it may request that the incentive amount applicable to it under this Agreement be paid in the form of a credit to the Customer's electric bill by designating the method of payment on the Schedule A at the time of entering into this Agreement.
- c. The Customer understands and acknowledges that UI shall pay the incentives from the Energy 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.

13. PERFORMANCE CONTRACTING

If the ECMs are being installed by a third party under a performance contract arrangement, UI reserves the right to determine the cost of purchasing and installing the ECMs as the costs actually incurred by the third party or in UI's sole discretion based upon UI's experiences with similar ECMs in other Customers' facilities.



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14. FINANCING OPTION

- a. Third party financing for the ECMs 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 Simple Payback Period greater than 1.5 years but less than 7 years. Simple Payback Period means the total cost of the project divided by the estimated annual energy savings of the project through its first year of operation.
 - (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, specifically the Municipal loan with on-bill repayment.
 - (iv) The project is not a federal government or agency project.
 - (v) The project includes only 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 energy savings 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, 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.

15. ECM MAINTENANCE

- a. In order to maintain the estimated energy savings benefit derived by UI for ten (10) years from the date of installation of the applicable ECMs, Customer agrees to repair or replace the ECMs periodically, using energy saving equipment similar or superior to the equipment that was installed originally. If Customer's performance of this provision proves to be impossible or



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impracticable, Customer shall, within ten (10) days of its determination of its inability to perform, notify UI promptly of its inability to perform and in such an event, UI may, at its sole and full discretion, require Customer to promptly reimburse UI for a prorated portion of all incentives and installation cost reimbursement paid under this Agreement subject to interest charges set forth in Paragraph 15(c) below.

- b. If UI in its sole discretion deems it appropriate, to ensure the efficiency gained through incentives paid by in connection with this Agreement, UI may require the Customer to maintain a service contract with a vendor acceptable to UI for the term of this Agreement, or another term determined by UI to be applicable to the specific ECM installed.
- c. Neither Customer nor its agents, contractors, or subcontractors shall knowingly circumvent the net energy performance of ECMs or related systems installed pursuant to this Agreement. In the event of a breach of this provision, UI will require Customer to reimburse in full all of the incentives and installation cost reimbursement paid for these ECMs. All Customer reimbursements to UI will include interest accrued from the date of receipt of the incentive by the Customer, at the annual rate of eight percent (8%).

16. LIMITATION OF LIABILITY

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 retrofitting of the Facility, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by UI. UI's liability under this Agreement shall be limited to paying the incentives specified for the ECMs 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.

17. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless, the UI, from any and 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 Customer's 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, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this Agreement.

18. 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 retrofitting of the Facility or installation of any or all of the individual ECMs or equipment is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized by ASHRAE for HVAC units.
- b. Customer understands and agrees that UI does not represent, warrant, or guarantee the product or service of any particular vendor, manufacturer, contractor, or subcontractor. Customer further understands and agrees that UI does not represent, warrant or guarantee the safety of the ECMs or that the installation of any ECMs pursuant to this Agreement will result in any level of energy savings or result in any measurable energy related benefit.

19. 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.

20. LIMITED SCOPE of REVIEW

UI's scope of review for purposes of this Agreement is limited to determining if the design and installation of the ECMs have met the program conditions. UI does not include any kind of safety or performance review of any equipment installed or serviced in connection with this Agreement or any planned or installed ECMs, including, without limitation, any compliance by HVAC units with current standards published or otherwise recognized by ASHRAE



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21. OBLIGATION TO INSTALL

This Agreement does not obligate Customer to install any of the ECMs that have been approved by UI. However, if Customer, subsequent to such approval, elects to install the ECMs, the terms and conditions of this Agreement shall govern the payment of incentives and the maintenance of the ECMs at the Facility.

22. PROGRAM CHANGES

UI reserves the right to cancel or change the Energy Opportunities program at any time without prior notice to Customer. Except as otherwise provided in this Agreement, all fully executed agreements that are in compliance with the terms and conditions contained herein will be processed to completion under the terms and conditions of the Energy Opportunities program in effect on the Effective Date.

23. PAYMENTS ASSIGNED TO CONTRACTORS

- a. UI Customers may designate in writing the Customer's Installing Vendor 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.
- b. In addition to the requirements set forth in Paragraph 23 (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 23 a and b) above, if Customer assigns the incentives and/or installation cost reimbursements to the Installing Vendor, 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.

24. 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.

25. BALLAST & LAMP DISPOSAL

Customer agrees to comply with all laws and regulations promulgated by the State of CT Department of Environmental Protection and all other applicable laws, rules and regulations relating to the proper disposal of fluorescent lamps and PCB ballasts. The costs incurred by Customer in connection with the disposal of fluorescent lamps and PCB ballasts may be included in Customer's calculation of costs for installing the ECMs. Customer must provide to UI documentation acceptable to UI that verifies the proper disposal of all hazardous materials.

26. 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 ECMs 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.

27. 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



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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.

28. 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

29. MISCELLANEOUS

- a. The term of this Municipal Energy Opportunities Agreement will commence as of the Effective Date and continue for ten (10) years from date of the first payment made by UI to Customer pursuant to Paragraph 11 above unless sooner terminated as provided for herein.
- b. Customer understands that UI is willing to pay the Energy Opportunities incentives based on the long-term value of the energy reductions to UI.
- c. If at any time during the term of this Agreement, and during which time the Facility is occupied by the Customer, or any affiliate of the Customer, the operation of the Facility is modified so as to diminish the value of the energy efficient measures, UI may require reimbursement by Customer of all or a prorated percentage of the Energy Opportunities incentives and installation cost reimbursements paid by UI to Customer hereunder.
- d. Where Customer has installed or modified any HVAC unit in connection with Customer's participation in the Energy Opportunities Program, Customer shall, prior to UI's payment of an incentive, provide UI with a written statement confirming that such HVAC unit meets or exceeds the current standards for the operation of such HVAC unit as recognized by ASHRAE. Customer's failure to provide such written confirmation shall result in UI's withholding of any and all incentives for which Customer is eligible for hereunder until such failure is corrected.
- e. During the term of this Agreement, 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 incentives paid by UI to the Customer under this Agreement.
- f. 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.
- g. 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.
- h. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- i. 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 dated delivered.
- j. 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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- k. 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.
- l. 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.
- m. This Agreement, including all schedules attached hereto, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- n. A "Business Day" as used in this Agreement is a day for which commercial banks are open for business in Connecticut

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: Michael Puto
(print)
Name: Michael Puto
(sign)

Title: Chief Operating Officer Date: 11/18/2020

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 11/09/2020

By: Elizabeth K. Murphy
Title: Supervisor, C&LM Date: 11/11/20



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EXHIBIT 1

AGREEMENT REGARDING City of New Haven Public Schools MUNICIPAL ENERGY OPPORTUNITIES STANDARD AGREEMENT

This Agreement regarding City of New Haven Public Schools Municipal Energy Opportunities Standard Agreement Project #Rxid ("Agreement") is entered into this 09 day of November, 2020 ("Effective Date") by and among The United Illuminating Company ("UI"), and _____.

WITNESSETH:

WHEREAS, the City of New Haven Public Schools ("Customer") entered into a certain Municipal Energy Opportunities Standard Agreement with UI with an effective date of 11/09/2020 ("MEO Agreement"), which MEO Agreement is attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the MEO Agreement governs the Customer's participation in the Municipal Energy Opportunities program ("Program") and certain energy efficient retrofits ("Retrofits") to a certain building located at COLLEGE ST 177 ; NEW HAVEN, CT (the "Facility" as defined in the MEO Agreement) to be performed by _____ (or "Installing Vendor" as defined in the Agreement); and

WHEREAS, the MEO Agreement (along with its attachments and exhibits including a Financial Agreement Addendum) sets forth (i) a total project cost of \$ 171,079.00 ("Total Project Cost"), (ii) an incentive of \$ 73,680.00 ("Incentive") and (iii) a balance of \$ 97,399.00 ("Balance"); and

WHEREAS, pursuant to the MEO Agreement, the Balance is to be repaid by Customer via monthly payments of \$ 2,029.15 on Customer's UI electric service bills for a period of Forty Eight (48) months; and

WHEREAS, the Program and MEO Agreement contemplates that the Customer will (i) receive a payment from UI in an amount equal to the Total Project Cost (ii) pay the Installing Vendor the Total Project Cost and (iii) make the monthly payments as set forth in the MEO Agreement until the Balance is paid in full; and

WHEREAS, the Customer is solely responsible for securing an installing vendor and paying the Installing Vendor in connection with its Program project; and

WHEREAS, the Customer has requested that UI pay the Total Project Cost directly to the Installing Vendor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Customer, UI and Installing Vendor agree as follows:

1. Payment of Total Project Cost. Subject to the terms and conditions contained in this letter agreement, UI agrees to pay the Total Project Cost directly to the Installing Vendor.



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Municipal Energy Opportunities Standard Agreement

2. Payment of Balance. Customer agrees to pay to UI an amount equal to the Balance, which Balance will be paid to UI monthly as part of Customer's UI electric service bill over a period of **Forty Eight (48)** and in monthly payment amounts of \$ **2,029.15**.

3. Relationship of Parties. The Parties acknowledge and agree that (i) Customer has contracted Installing Vendor to perform the energy efficient retrofits, (ii) Installing Vendor is solely responsible for the installation of the energy retrofits at the Facility, (iii) in connection with the Program, the MEO Agreement, and this Agreement, UI's sole responsibility is as an administrator of the Connecticut Energy Efficiency Fund, (iv) neither Customer nor Installing Vendor shall hold UI responsible in any way for the Retrofits at the Facility in connection with the Program and MEO Agreement, including but not limited to their installation, operation and maintenance, and (v) Installing Vendor agrees to indemnify, defend and hold UI, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents harmless from and against any and all suits, claims, and proceedings resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees, which arise out of or relate to the Installing Vendor's installation of the Retrofits at the Facility.

4. MEO Agreement. Except as expressly modified herein, all of the terms and conditions contained in the MEO Agreement remain in full force and effect.

IN WITNESS WHEREOF, UI, Customer and Installing Vendor have each caused this Agreement to be executed in its name by one of its officers thereunto duly authorized as of the Effective Date.

CUSTOMER:

By: Michael Pinto
(print)
Name: Michael Pinto Title: Chief operating Officer Date: 11/18/2020
(sign)

INSTALLING VENDOR: N Power

By: John Rigan
(print)
Name: John Rigan Title: Owner Date: 11/18/20
(sign)

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 11/09/2020



Financial Agreement Addendum

This Financial Agreement which forms part of the Municipal Energy Opportunities Standard Agreement and is effective as of the date signed by all parties below (the "Effective Date") is entered into by and between The United Illuminating Company ("UI") and **City of New Haven Public Schools** (the "Customer"), pertaining to the building to be retrofitted at **COLLEGE ST 177 ; NEW HAVEN, CT** (the "Facility"), **Municipal Energy Opportunities** Project # **Rxid**.

The Customer agrees that UI makes no warranties, expressed or implied, regarding the serviceability of any products installed or purchased in connection with the Facility retrofit. The Customer also agrees that it is solely responsible for selecting and contracting with the contractor who will be performing the Facility retrofit, which contractor is identified below ("Contractor"). The Customer and Contractor (as evidenced by Contractor's signature below) each agree to indemnify and hold harmless UI and its officers, directors, employees of affiliates thereof, from any damages, fines, settlements or judgments which directly arise from or are caused by the wrongful, or negligent acts of omissions of any party in the conduct or performance of the Facility retrofit by the Contractor. The Customer shall specifically indemnify and hold harmless, UI with respect to all work contracted for between the Customer and the Contractor, and from any damages, fines, settlements or judgments which directly arise from or are caused by the acts or omissions of the Contractor.

The Customer understands and agrees that UI will not be responsible for any tax liability imposed on the Customer as a result of its participation in the Energy Opportunities program. Customer/Vendor must supply its Federal Tax Identification Numbers or Social Security Number as they are required for distribution of UI incentives. UI will issue a 1099 form to each non-incorporated customer receiving an aggregate incentive payment in excess of \$600.00 in any calendar year.

Customer hereby requests that UI assist financially in connection with the installation work described in Schedule A of the Municipal Energy Opportunities Standard Agreement, at the service address listed below, pursuant to UI's terms and conditions applicable to the Energy Opportunities program. UI and the Customer agree that, in addition to any and all other terms and conditions of the Energy Opportunities program, upon the Customer or Contractor confirming completion of the installation work, and UI's post installation inspection and project verification as well as Customer's execution of an acknowledgement in the form attached hereto as Exhibit 2, UI will issue a check for all amounts approved by UI. The Customer shall be responsible for amounts, if any, in excess of amounts approved by UI and will pay such amounts directly to Contractor.

The Customer also agrees to pay UI the balance of the project cost or the pre-determined total amount as detailed below. The monthly payments will be included by UI on the Customer's regular electric service bill, and the first payment will be due on the first billing cycle following the processing of this agreement. In the event this account is finalized due to selling or closing the facility, the Customer will be required to pay the unpaid balance of this financing agreement within 30 days. By my signature below, I certify that I have read, understood and agree to the terms of this agreement.



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Financial Agreement Addendum

\$171,079.00 Total Cost	\$ 73,680.00 Incentive	\$.00 Co-Pay	\$ 97,399.00 Balance	\$ 2,029.15 Monthly Pymt.	48 Term
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Please Note: On the initial bill only, the total balance amount will be displayed with an equal amount as a credit. This is for accounting purposes only.

06-6001876

Federal Tax ID or Social Security #, Customer

47-4512616

Federal Tax ID or Social Security #, Contractor

100001054769

Contract Account #, Customer

N-Power

Name, Contractor

City of New Haven Public Schools

Account Name, Customer

John Rij-

Contact, Contractor

Michael Piro, Chief operating officer

Contact, Customer

Signature, Contractor

177 COLLEGE ST MAIN ; NEW HAVEN, CT 06510

Service Address, Customer

Address, Contractor

Michael Piro

(Customer's Signature)

11/18/2020

(Date)

ACCEPTED: The United Illuminating Company

By Elizabeth K. Murphy

UI Administration

11/11/20

(Date)



ENERGY OPPORTUNITIES

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Municipal Energy Opportunities Standard Agreement

EXHIBIT 2

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

1. The ECMs (as defined in the MEO Agreement) installed by Installing Vendor (as defined in the MEO 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 Project Cost (as defined in Exhibit 1 of the MEO Agreement) to the Installing Vendor.

City of New Haven Public Schools

By: Michael Puto

Its: Chief Operating Officer
Authorized Representative



EO Incentive Application Worksheet - Schedule A

Facility Name: City of New Haven Public Schools

Phone: (475)220-1591/

Service Address: College St 177

Facility Use: _____

City: New Haven Zip: 06510

Square Footage: 25,000

Contact Person: _____

EO Rep: Doucette, Michael

Federal Tax I.D. No: 06-6001876

EO Project No: Rxid

Bonus

Quantity

Cost(\$)

kWh Usage
Change

Savings(\$)

Location: Deep Covid-19 Bonus

Bonus amount: \$30,910.

1

\$0

0

\$0

Bonus total:

\$0

0

\$0

Custom Measure

Quantity

Cost(\$)

kWh Usage
Change

Savings(\$)

Location: Int Led

NEW LED

1

\$171,079

-184,200

\$27,630

Custom Measure total:

\$171,079

-184,200

\$27,630

Mandatory Cap

Quantity

Cost(\$)

kWh Usage
Change

Savings(\$)

Location: Project/taxid Level

Mandatory Cap Adj.

1

\$0

0

\$0

Mandatory Cap Adjustment

\$0

0

\$0

Customer Application & Analysis -

In addition to the terms and conditions contained in UI's Standard Agreement and Schedule A, UI may require a thorough analysis of the demand and energy reduction potential, and the life expectancy of proposed Energy Conservation Measures (ECMs). UI may require the Customer to provide specifications, engineering data, or other reasonable information necessary to complete an independent analysis. UI reserves the right to accept, reject or modify any calculations based on UI's own analysis including but not limited to the incremental cost of energy or demand savings, actual energy savings, life of the ECM, and the cost of the ECM. UI's approved and unsigned proposal will remain valid for thirty (30) days. If proposal is not accepted during this period, account re-qualification will be required. UI will approve only those site-specific ECM's which it believes have cost effective energy and demand reduction potential. In any case, UI reserves sole discretion to approve or disapprove any proposed ECM.

Program Changes -

The Program's Terms and Conditions may be changed by UI at any time without notice. Pre- approved applications however will be processed to completion under the Terms and Conditions in effect at the time of UI pre-approval.

EO Incentive Application Worksheet - Schedule A

Summary Page of EO Schedule A of project Rxid as of 11/09/2020 03:14:29

Facility Name: City of New Haven Public Schools Phone: (475)220-1591/
Service Address: College St 177 Facility Use: _____
City: New Haven Zip: 06510 Square Footage: 25,000
Contact Person: _____ EO Rep: Doucette, Michael
Federal Tax I.D. No: 06-6001876 EO Project No: Rxid

TOTAL COST: **\$171,079**
TOTAL SAVINGS: **\$27,630**
TOTAL INCENTIVES: **EKM \$73,680**
MONTHLY PAYMENT: **48 @ \$2,029.15**

Customer or Customer's agent name (print): Michael Pinto
Customer or Customer's agent Signature: Michael Pinto
Title Chief Operating Officer Date 11/18/2020

I authorize UI to issue the incentive check, for the above amount, to _____
(the installing contractor, facility owner or other).

Customer or Customer's agent Signature Date

ENERGY OPPORTUNITIES

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Municipal Energy Opportunities Standard Agreement

This Agreement is entered into by and between The United Illuminating Company ("UI") and

City of New Haven Public Schools ("Customer"), pertaining to the building to be retrofitted at

EDGEWOOD AVE 737 ; NEW HAVEN, CT (the "Facility"), **MEO Project # Rxir**, by

_____ (the "Installing Vendor"). The Effective Date of this Agreement is the date that this Agreement is signed by both Customer and UI, subject to Section 5(b)(i) hereof.

BASIC UNDERSTANDINGS

UI has a conservation program called Energy Opportunities which is designed for projects which "retrofit" existing systems with energy efficient alternatives. UI offers to pay incentives to eligible Customers who retrofit existing systems with 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 Standard Incentives and any applicable Bonus Incentives by UI to a Customer under the Energy Opportunities 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 Municipality (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 ECMs 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. UI assumes no responsibility or liability whatsoever with respect to Customer's selection of the Installing Vendor, the Installing Vendor's installation of the ECMs 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 to participate in the Energy Opportunities program.

2. INCENTIVES

- a. Subject to the terms and conditions contained herein, UI will pay incentives to Customers for the installation of Energy Conservation Measures (ECMs) as specified in the attached Schedule A, incorporated herein by reference.
- b. ECMs are those conservation measures that are consistent with UI's desire to achieve energy conservation and load management, and that are approved by UI in advance and in its sole discretion as set forth herein.
- c. Customer understands and agrees that incentive schedules for which Customer may be eligible vary based upon the classification of customers.
- d. ECMs are not eligible for incentives from the Energy Opportunities program if the Customer has received incentives for that specific ECM under any other UI incentive program.

3. PRE-APPROVAL & PRE-INSTALLATION SURVEY

- a. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentive to Customer hereunder unless UI pre-approves in its sole discretion each ECM that has been proposed by the Customer and/ or (as determined by UI) completes a satisfactory pre-installation survey of the Customer's Facility.
- b. UI reserves the right, in its sole discretion, to approve or dis-approve any proposed ECM. Any failure to approve any and all ECMs shall not under any circumstances constitute approval by UI of such ECMs.



Municipal Energy Opportunities Standard Agreement

- c. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentives unless the Customer commits to installing the ECM(s) evidenced by its execution and delivery of this Agreement, including Schedule A and complying with all of the terms and conditions contained in this Agreement including but not limited to the timeframe described in Paragraph 5, section b.

4. CUSTOMER APPLICATION & ANALYSIS

- a. The Customer agrees to comply with the steps outlined in Paragraph 5, section b.
- b. In addition to the execution and delivery of this Agreement, including Schedule A, UI may in its sole discretion, require Customer to perform or cause to be performed a thorough analysis of the demand and energy reduction potential and life expectancy of the proposed ECMs ("Analysis"). In some cases, UI may require, in its sole discretion, that a licensed or certified energy professional or engineer prepare this Analysis. Customer shall provide to UI specifications, engineering data or other reasonable information necessary for the completion of such Analysis of the proposed ECM.
- c. UI will review the Customer's Application and Analysis (if applicable) to determine the potential for reducing energy consumption at the Facility via the ECMs. UI reserves the right, in its sole discretion to accept, reject, or modify any calculations set forth in the Application and Analysis (if applicable) based on UI's own analysis of the ECMs, including but not limited to the incremental cost of energy and demand savings, actual energy savings, life expectancy of the ECM, and the cost of the ECM.
- d. UI reserves the right to approve only those site-specific ECMs that UI believes have cost effective energy reduction potential. In any case, UI reserves sole discretion to approve or disapprove each proposed ECM in its sole discretion.

5. CANCELLATION

- 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 without notice to the Customer if any of the following conditions exist:
 - i. the Customer fails to sign the Standard Agreement and Schedule A within 30 Business days of UI's approval date. For the sake of clarity, any Standard Agreement signed by Customer after such 30 Business Days shall automatically be void and of no force and effect;
 - ii. the Customer fails to initiate installation or construction of the project within 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 with 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 installation of the ECMs within 10 months of UI's approval date;
 - v. the Customer has not submitted an acceptable written explanation outlining the reasons why the construction process has not been completed within 10 months of the approval date. These situations will be subject to UI review on an individual basis.
- c. Upon cancellation of this Agreement by either Party, Customer will reimburse UI within 30 Business Days for any and all payments made by UI to Customer under this Agreement.
- d. If Customer does not install all of the ECMs listed in Schedule A, UI may, in its sole discretion, adjust the incentives for which the Customer is eligible according to the criteria and participation requirements of the Energy Opportunities program.

6. POST-INSTALLATION VERIFICATION

- a. UI will pay incentives to Customer only after UI has performed to its sole satisfaction a post-installation inspection of the Facility and the ECMs. 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.
- b. If as a result of UI's post-installation inspection, UI determines that the ECMs installed at the Facility were not installed in a manner that is consistent with the purpose of achieving energy savings, the Customer shall make modifications as determined to be necessary by UI in order to ensure achievement of energy savings. A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.



Municipal Energy Opportunities Standard Agreement

- c. If as a result of UI's post-installation inspection, UI determines that the operation of any equipment installed in connection with Customer's participation in the Energy Opportunities program is not consistent with generally accepted industry standards and practices, including, where applicable, state or federal building code mandates, environmental regulations, and current standards published or otherwise recognized by the American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") for the operation of Heating, Ventilation, and Air Conditioning ("HVAC") units, Customer shall make modifications as determined to be necessary by UI to ensure compliance with such applicable standard(s). A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.

7. MONITORING & VERIFICATION

- a. UI reserves the right to continue to monitor any or all proposed and installed ECMs for the purpose of determining the actual value of energy reduction.
- b. Customer agrees to grant UI access at all reasonable times to the Facility for the purpose of examining and monitoring proposed and installed ECMs. The results of this monitoring will not affect any payments already received by Customer hereunder, except for such payments that are required to be reimbursed by Customer pursuant to the terms and conditions contained in this Agreement.
- c. Customer understands and agrees that UI reserves the right to decrease any unpaid incentive amounts for which Customer is eligible hereunder if, based on the results of UI's on-site monitoring and verification, UI determines in its sole discretion that less than the proposed ECM savings are likely to result via the ECMs.

8. INCENTIVE AMOUNTS

- a. Any incentive amounts requested by 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 Customer.
- b. UI reserves the right to modify any program incentives for which Customer is eligible hereunder and the incentive structure at anytime 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 of all of its terms and conditions.
- d. The dollar amount of the incentive available to Customer pursuant to this Agreement is calculated by UI based on UI's understanding of the total project cost of the installation of the ECMs at Customer's Facility ("UI Total Project Cost") as supplied by Customer or the installing Vendor. In the event that the actual project cost is lower than the UI Total Project Cost for any reason, including but not limited to the availability of any and all state, federal or local tax rebates that may be applicable to the Customer's installation of the ECMs at the Facility, and/or any and all rebates, incentives, credits or adjustments of any nature that Installing Vendor provides to Customer and which lowers the UI Total Project Cost, then Customer shall promptly provide UI with written notice of the same and UI reserves the right, in its sole discretion, to recalculate the dollar amount of the incentive available to Customer under this Agreement based on the actual project costs and such recalculated incentive amount shall be the incentive available to Customer under this Agreement. In the event that UI has already provided Customer with an incentive payment based on the UI Total Project Cost prior to UI's receipt of notice from Customer of an actual project cost that is lower than the UI Total Project Cost, UI may require Customer to refund the difference between the incentive paid by UI to Customer and the incentive that results from UI's incentive recalculation based on the actual project cost. Any such refund shall be made by Customer within thirty (30) days after written demand of the same from UI.

9. COMPREHENSIVE PROJECTS

- a. Comprehensive projects may be eligible for bonus incentives only if specific funding is available and approved.
- b. Comprehensive projects may include energy savings from other fuel sources. However the value of the incentive will be based entirely on the electric energy savings components.
- c. Projects are considered comprehensive if they consist of two (2) or more end uses and at least one (1) measure per end use. Projects consisting of multiple measures per end use are eligible provided that the project consists of at least 2 end uses and meet the criteria in Paragraph 9 (d, e) below.
- d. No one end use can have 85% or more of the value of the project's energy savings or peak summer demand reduction.



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- e. The remaining enduse(s) must account for at least 15% of the value of the project's energy savings or peak summer demand reduction (based on the cumulative total of the remaining enduse(s)).
- f. Each Measure will be reviewed independently to determine the applicability of the EO program incentives based on the Energy Opportunities Incentive guidelines.
- g. If the project is modified to where the project does not meet the comprehensive criteria then the incentive is calculated on the individual merits of the Measures due to scope changes and/or measures.
- h. The project must have all Measures installed within a reasonable time frame to receive the comprehensive incentive. A reasonable timeframe is defined in Paragraph 5(b) above. UI reserves the right to modify the definition of a "reasonable time frame" based on the project. In the event, the scope of the project changes, the incentive amount will be calculated on the merits of the remaining individual measures.
- i. Projects will be reviewed on a case-by-case basis

10. MULTIPLE FUEL or NON-ELECTRIC ECMs

UI reserves the right in its sole discretion (but in no event is obligated) to pay incentives for any energy saving non-electric ECM.

11. ECM INSTALLATION COST

- a. Customer shall supply UI with copies of all appropriate paperwork that documents that the construction or installation process has been initiated (such as a purchase order, bid document, contract etc. and any other documentation as requested by UI).
- b. Customer shall supply UI with copies of all paid invoices (including all materials, labor, and equipment discounts) reflecting the actual costs of design engineering, purchasing, and installing the ECMs, along with costs for demolition and disposal of materials. UI may also request and Customer shall supply UI with other reasonable documentation or verification of the Customer's actual cost for purchasing and installing the ECM. Incentives are applicable to and available with respect to incentives for ECM installation costs only those ECMs that are actually installed and Customer is eligible for incentives for ECM installation costs only to the extent that the costs are deemed reasonable by UI in its sole discretion. Costs for financing, extra equipment, spare parts, inventoried items, painting, and any other non-installed materials are not eligible for UI reimbursement under this Agreement.

12. PAYMENT

- a. Incentive payments will be made by UI within 60 days after UI has completed a post-installation verification of ECM installations and the actual costs thereof to its sole satisfaction. UI may also arrange with Customer to make incentive payments in installments. 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.
- b. If Customer has an established UI account, it may request that the incentive amount applicable to it under this Agreement be paid in the form of a credit to the Customer's electric bill by designating the method of payment on the Schedule A at the time of entering into this Agreement.
- c. The Customer understands and acknowledges that UI shall pay the incentives from the Energy 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.

13. PERFORMANCE CONTRACTING

If the ECMs are being installed by a third party under a performance contract arrangement, UI reserves the right to determine the cost of purchasing and installing the ECMs as the costs actually incurred by the third party or in UI's sole discretion based upon UI's experiences with similar ECMs in other Customers' facilities.



Municipal Energy Opportunities Standard Agreement

14. FINANCING OPTION

- a. Third party financing for the ECMs 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 Simple Payback Period greater than 1.5 years but less than 7 years. Simple Payback Period means the total cost of the project divided by the estimated annual energy savings of the project through its first year of operation.
 - (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, specifically the Municipal loan with on-bill repayment.
 - (iv) The project is not a federal government or agency project.
 - (v) The project includes only 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 energy savings 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, 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.

15. ECM MAINTENANCE

- a. In order to maintain the estimated energy savings benefit derived by UI for ten (10) years from the date of installation of the applicable ECMs, Customer agrees to repair or replace the ECMs periodically, using energy saving equipment similar or superior to the equipment that was installed originally. If Customer's performance of this provision proves to be impossible or



Municipal Energy Opportunities Standard Agreement

impracticable, Customer shall, within ten (10) days of its determination of its inability to perform, notify UI promptly of its inability to perform and in such an event, UI may, at its sole and full discretion, require Customer to promptly reimburse UI for a prorated portion of all incentives and installation cost reimbursement paid under this Agreement subject to interest charges set forth in Paragraph 15(c) below.

- b. If UI in its sole discretion deems it appropriate, to ensure the efficiency gained through incentives paid by in connection with this Agreement, UI may require the Customer to maintain a service contract with a vendor acceptable to UI for the term of this Agreement, or another term determined by UI to be applicable to the specific ECM installed.
- c. Neither Customer nor its agents, contractors, or subcontractors shall knowingly circumvent the net energy performance of ECMs or related systems installed pursuant to this Agreement. In the event of a breach of this provision, UI will require Customer to reimburse in full all of the incentives and installation cost reimbursement paid for these ECMs. All Customer reimbursements to UI will include interest accrued from the date of receipt of the incentive by the Customer, at the annual rate of eight percent (8%).

16. LIMITATION OF LIABILITY

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 retrofitting of the Facility, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by UI. UI's liability under this Agreement shall be limited to paying the incentives specified for the ECMs 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.

17. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless, the UI, from any and 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 Customer's 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, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this Agreement.

18. 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 retrofitting of the Facility or installation of any or all of the individual ECMs or equipment is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized by ASHRAE for HVAC units.
- b. Customer understands and agrees that UI does not represent, warrant, or guarantee the product or service of any particular vendor, manufacturer, contractor, or subcontractor. Customer further understands and agrees that UI does not represent, warrant or guarantee the safety of the ECMs or that the installation of any ECMs pursuant to this Agreement will result in any level of energy savings or result in any measurable energy related benefit.

19. 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.

20. LIMITED SCOPE of REVIEW

UI's scope of review for purposes of this Agreement is limited to determining if the design and installation of the ECMs have met the program conditions. UI does not include any kind of safety or performance review of any equipment installed or serviced in connection with this Agreement or any planned or installed ECMs, including, without limitation, any compliance by HVAC units with current standards published or otherwise recognized by ASHRAE



Municipal Energy Opportunities Standard Agreement

21. OBLIGATION TO INSTALL

This Agreement does not obligate Customer to install any of the ECMs that have been approved by UI. However, if Customer, subsequent to such approval, elects to install the ECMs, the terms and conditions of this Agreement shall govern the payment of incentives and the maintenance of the ECMs at the Facility.

22. PROGRAM CHANGES

UI reserves the right to cancel or change the Energy Opportunities program at any time without prior notice to Customer. Except as otherwise provided in this Agreement, all fully executed agreements that are in compliance with the terms and conditions contained herein will be processed to completion under the terms and conditions of the Energy Opportunities program in effect on the Effective Date.

23. PAYMENTS ASSIGNED TO CONTRACTORS

- a. UI Customers may designate in writing the Customer's Installing Vendor 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.
- b. In addition to the requirements set forth in Paragraph 23 (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 23 a and b) above, if Customer assigns the incentives and/or installation cost reimbursements to the Installing Vendor, 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.

24. 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.

25. BALLAST & LAMP DISPOSAL

Customer agrees to comply with all laws and regulations promulgated by the State of CT Department of Environmental Protection and all other applicable laws, rules and regulations relating to the proper disposal of fluorescent lamps and PCB ballasts. The costs incurred by Customer in connection with the disposal of fluorescent lamps and PCB ballasts may be included in Customer's calculation of costs for installing the ECMs. Customer must provide to UI documentation acceptable to UI that verifies the proper disposal of all hazardous materials.

26. 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 ECMs 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.

27. 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



Municipal Energy Opportunities Standard Agreement

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.

28. 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

29. MISCELLANEOUS

- a. The term of this Municipal Energy Opportunities Agreement will commence as of the Effective Date and continue for ten (10) years from date of the first payment made by UI to Customer pursuant to Paragraph 11 above unless sooner terminated as provided for herein.
- b. Customer understands that UI is willing to pay the Energy Opportunities incentives based on the long-term value of the energy reductions to UI.
- c. If at any time during the term of this Agreement, and during which time the Facility is occupied by the Customer, or any affiliate of the Customer, the operation of the Facility is modified so as to diminish the value of the energy efficient measures, UI may require reimbursement by Customer of all or a prorated percentage of the Energy Opportunities incentives and installation cost reimbursements paid by UI to Customer hereunder.
- d. Where Customer has installed or modified any HVAC unit in connection with Customer's participation in the Energy Opportunities Program, Customer shall, prior to UI's payment of an incentive, provide UI with a written statement confirming that such HVAC unit meets or exceeds the current standards for the operation of such HVAC unit as recognized by ASHRAE. Customer's failure to provide such written confirmation shall result in UI's withholding of any and all incentives for which Customer is eligible for hereunder until such failure is corrected.
- e. During the term of this Agreement, 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 incentives paid by UI to the Customer under this Agreement.
- f. 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.
- g. 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.
- h. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- i. 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 dated delivered.
- j. 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.



ENERGY OPPORTUNITIES

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Municipal Energy Opportunities Standard Agreement

- k. 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.
- l. 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.
- m. This Agreement, including all schedules attached hereto, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- n. A "Business Day" as used in this Agreement is a day for which commercial banks are open for business in Connecticut

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: Michael Pinto
(print)
Name: Michael Pinto
(sign)

Title: Chief Operating Officer Date: 11/18/2020

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 11/09/2020

By: Elizabeth K. Murphy
Title: Supervisor, C&LM Date: 11/11/20



Municipal Energy Opportunities Standard Agreement

EXHIBIT 1

AGREEMENT REGARDING City of New Haven Public Schools MUNICIPAL ENERGY OPPORTUNITIES STANDARD AGREEMENT

This Agreement regarding City of New Haven Public Schools Municipal Energy Opportunities Standard Agreement Project #Rxir ("Agreement") is entered into this 09 day of November, 2020 ("Effective Date") by and among The United Illuminating Company ("UI"), and _____.

WITNESSETH:

WHEREAS, the City of New Haven Public Schools ("Customer") entered into a certain Municipal Energy Opportunities Standard Agreement with UI with an effective date of 11/09/2020 ("MEO Agreement"), which MEO Agreement is attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the MEO Agreement governs the Customer's participation in the Municipal Energy Opportunities program ("Program") and certain energy efficient retrofits ("Retrofits") to a certain building located at EDGEWOOD AVE 737 ; NEW HAVEN, CT (the "Facility" as defined in the MEO Agreement) to be performed by _____ (or "Installing Vendor" as defined in the Agreement); and

WHEREAS, the MEO Agreement (along with its attachments and exhibits including a Financial Agreement Addendum) sets forth (i) a total project cost of \$ 7,283.00 ("Total Project Cost"), (ii) an incentive of \$ 3,192.00 ("Incentive") and (iii) a balance of \$ 4,091.00 ("Balance"); and

WHEREAS, pursuant to the MEO Agreement, the Balance is to be repaid by Customer via monthly payments of \$ 85.23 on Customer's UI electric service bills for a period of Forty Eight (48) months; and

WHEREAS, the Program and MEO Agreement contemplates that the Customer will (i) receive a payment from UI in an amount equal to the Total Project Cost (ii) pay the Installing Vendor the Total Project Cost and (iii) make the monthly payments as set forth in the MEO Agreement until the Balance is paid in full; and

WHEREAS, the Customer is solely responsible for securing an installing vendor and paying the Installing Vendor in connection with its Program project; and

WHEREAS, the Customer has requested that UI pay the Total Project Cost directly to the Installing Vendor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Customer, UI and Installing Vendor agree as follows:

1. Payment of Total Project Cost. Subject to the terms and conditions contained in this letter agreement, UI agrees to pay the Total Project Cost directly to the Installing Vendor.



ENERGY OPPORTUNITIES

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Municipal Energy Opportunities Standard Agreement

2. Payment of Balance. Customer agrees to pay to UI an amount equal to the Balance, which Balance will be paid to UI monthly as part of Customer's UI electric service bill over a period of **Forty Eight (48)** and in monthly payment amounts of \$ 85.23 .

3. Relationship of Parties. The Parties acknowledge and agree that (i) Customer has contracted Installing Vendor to perform the energy efficient retrofits, (ii) Installing Vendor is solely responsible for the installation of the energy retrofits at the Facility, (iii) in connection with the Program, the MEO Agreement, and this Agreement, UI's sole responsibility is as an administrator of the Connecticut Energy Efficiency Fund, (iv) neither Customer nor Installing Vendor shall hold UI responsible in any way for the Retrofits at the Facility in connection with the Program and MEO Agreement, including but not limited to their installation, operation and maintenance, and (v) Installing Vendor agrees to indemnify, defend and hold UI, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents harmless from and against any and all suits, claims, and proceedings resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees, which arise out of or relate to the Installing Vendor's installation of the Retrofits at the Facility.

4. MEO Agreement. Except as expressly modified herein, all of the terms and conditions contained in the MEO Agreement remain in full force and effect.

IN WITNESS WHEREOF, UI, Customer and Installing Vendor have each caused this Agreement to be executed in its name by one of its officers thereunto duly authorized as of the Effective Date.

CUSTOMER:

By: Michael Puro
(print)
Name: Michael Puro Title: chief operating officer Date: 11/18/2020
(sign)

INSTALLING VENDOR: Npower

By: John Riga
(print)
Name: John Riga Title: Owner Date: 11/18/20
(sign)

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 11/09/2020



ENERGY OPPORTUNITIES

1-877-WISE USE

Financial Agreement Addendum

This Financial Agreement which forms part of the Municipal Energy Opportunities Standard Agreement and is effective as of the date signed by all parties below (the "Effective Date") is entered into by and between The United Illuminating Company ("UI") and **City of New Haven Public Schools** (the "Customer"), pertaining to the building to be retrofitted at **EDGEWOOD AVE 737 ; NEW HAVEN, CT** (the "Facility"), **Municipal Energy Opportunities** Project # **Rxir**.

The Customer agrees that UI makes no warranties, expressed or implied, regarding the serviceability of any products installed or purchased in connection with the Facility retrofit. The Customer also agrees that it is solely responsible for selecting and contracting with the contractor who will be performing the Facility retrofit, which contractor is identified below ("Contractor"). The Customer and Contractor (as evidenced by Contractor's signature below) each agree to indemnify and hold harmless UI and its officers, directors, employees of affiliates thereof, from any damages, fines, settlements or judgments which directly arise from or are caused by the wrongful, or negligent acts of omissions of any party in the conduct or performance of the Facility retrofit by the Contractor. The Customer shall specifically indemnify and hold harmless, UI with respect to all work contracted for between the Customer and the Contractor, and from any damages, fines, settlements or judgments which directly arise from or are caused by the acts or omissions of the Contractor.

The Customer understands and agrees that UI will not be responsible for any tax liability imposed on the Customer as a result of its participation in the Energy Opportunities program. Customer/Vendor must supply its Federal Tax Identification Numbers or Social Security Number as they are required for distribution of UI incentives. UI will issue a 1099 form to each non-incorporated customer receiving an aggregate incentive payment in excess of \$600.00 in any calendar year.

Customer hereby requests that UI assist financially in connection with the installation work described in Schedule A of the Municipal Energy Opportunities Standard Agreement, at the service address listed below, pursuant to UI's terms and conditions applicable to the Energy Opportunities program. UI and the Customer agree that, in addition to any and all other terms and conditions of the Energy Opportunities program, upon the Customer or Contractor confirming completion of the installation work, and UI's post installation inspection and project verification as well as Customer's execution of an acknowledgement in the form attached hereto as Exhibit 2, UI will issue a check for all amounts approved by UI. The Customer shall be responsible for amounts, if any, in excess of amounts approved by UI and will pay such amounts directly to Contractor.

The Customer also agrees to pay UI the balance of the project cost or the pre-determined total amount as detailed below. The monthly payments will be included by UI on the Customer's regular electric service bill, and the first payment will be due on the first billing cycle following the processing of this agreement. In the event this account is finalized due to selling or closing the facility, the Customer will be required to pay the unpaid balance of this financing agreement within 30 days. By my signature below, I certify that I have read, understood and agree to the terms of this agreement.



ENERGY OPPORTUNITIES

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Financial Agreement Addendum

\$ 7,283.00 Total Cost	\$ 3,192.00 Incentive	\$.00 Co-Pay	\$ 4,091.00 Balance	\$ 85.23 Monthly Pymt.	48 Term
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Please Note: On the initial bill only, the total balance amount will be displayed with an equal amount as a credit. This is for accounting purposes only.

06-6001876

Federal Tax ID or Social Security #, Customer

47-4512616

Federal Tax ID or Social Security #, Contractor

100001054320

Contract Account #, Customer

N-POWER

Name, Contractor

City of New Haven Public Schools

Account Name, Customer

[Signature]

Contact, Contractor

[Signature]

Contact, Customer

Signature, Contractor

737 EDGEWOOD AVE ; NEW HAVEN, CT 06515

Service Address, Customer

Address, Contractor

[Signature]

(Customer's Signature)

11/18/2020

(Date)

ACCEPTED: The United Illuminating Company

By *[Signature]*

UI Administration

11/11/20

(Date)



ENERGY OPPORTUNITIES

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Municipal Energy Opportunities Standard Agreement

EXHIBIT 2

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

1. The ECMs (as defined in the MEO Agreement) installed by Installing Vendor (as defined in the MEO 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 Project Cost (as defined in Exhibit 1 of the MEO Agreement) to the Installing Vendor.

City of New Haven Public Schools

By: Michael Puto

Its: Chief Operating Officer
Authorized Representative



EO Incentive Application Worksheet - Schedule A

Facility Name: City of New Haven Public Schools

Phone: (475)220-1591/

Service Address: EDGEWOOD AVE 737

Facility Use: _____

City: New Haven Zip: 06515

Square Footage: 25,000

Contact Person: _____

EO Rep: Doucette, Michael

Federal Tax I.D. No: 06-6001876

EO Project No: Rxir

Bonus	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
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Location: Deep Covid-19 Bonus

Bonus amount: \$1,371.	1	\$0	0	\$0
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	Bonus total:	\$0	0	\$0
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Custom Measure	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
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Location: Exterior Led

NEW LED	1	\$7,283	-7,981	\$1,197
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	Custom Measure total:	\$7,283	-7,981	\$1,197
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Mandatory Cap	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
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Location: Project/taxid Level

Mandatory Cap Adj.	1	\$0	0	\$0
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	Mandatory Cap Adjustment	\$0	0	\$0
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Customer Application & Analysis -

In addition to the terms and conditions contained in UI's Standard Agreement and Schedule A, UI may require a thorough analysis of the demand and energy reduction potential, and the life expectancy of proposed Energy Conservation Measures (ECMs). UI may require the Customer to provide specifications, engineering data, or other reasonable information necessary to complete an independent analysis. UI reserves the right to accept, reject or modify any calculations based on UI's own analysis including but not limited to the incremental cost of energy or demand savings, actual energy savings, life of the ECM, and the cost of the ECM. UI's approved and unsigned proposal will remain valid for thirty (30) days. If proposal is not accepted during this period, account re-qualification will be required. UI will approve only those site-specific ECM's which it believes have cost effective energy and demand reduction potential. In any case, UI reserves sole discretion to approve or disapprove any proposed ECM.

Program Changes -

The Program's Terms and Conditions may be changed by UI at any time without notice. Pre- approved applications however will be processed to completion under the Terms and Conditions in effect at the time of UI pre-approval.

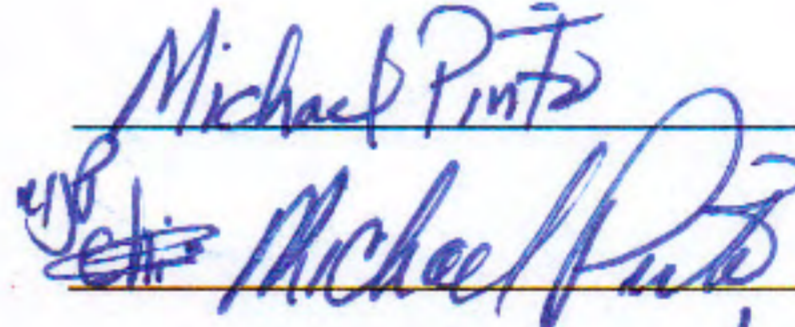
EO Incentive Application Worksheet - Schedule A

Summary Page of EO Schedule A of project Rxir as of 11/09/2020 05:15:07

Facility Name:	<u>City of New Haven Public Schools</u>	Phone:	<u>(475)220-1591/</u>
Service Address:	<u>EDGEWOOD AVE 737</u>	Facility Use:	<u></u>
City:	<u>New Haven</u>	Zip:	<u>06515</u>
Contact Person:	<u></u>	Square Footage:	<u>25,000</u>
Federal Tax I.D. No:	<u>06-6001876</u>	EO Rep:	<u>Doucette, Michael</u>
		EO Project No:	<u>Rxir</u>

TOTAL COST:	<u>\$7,283</u>
TOTAL SAVINGS:	<u>\$1,197</u>
TOTAL INCENTIVES:	<u>EKM</u> \$3,192
MONTHLY PAYMENT:	<u>48 @</u> \$85.23

Customer or Customer's agent name (print): Michael Pinta

Customer or Customer's agent Signature: 

Title Chief operating officer Date 11/18/2020

I authorize UI to issue the incentive check, for the above amount, to _____
(the installing contractor, facility owner or other).

Customer or Customer's agent Signature

Date

ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

This Agreement is entered into by and between The United Illuminating Company ("UI") and

City of New Haven Public Schools ("Customer"), pertaining to the building to be retrofitted at

GRAND AVE 164 ; NEW HAVEN, CT (the "Facility"), **MEO Project # Rxip**, by

_____ (the "Installing Vendor"). The Effective Date of this Agreement is the date that this Agreement is signed by both Customer and UI, subject to Section 5(b)(i) hereof.

BASIC UNDERSTANDINGS

UI has a conservation program called Energy Opportunities which is designed for projects which "retrofit" existing systems with energy efficient alternatives. UI offers to pay incentives to eligible Customers who retrofit existing systems with 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 Standard Incentives and any applicable Bonus Incentives by UI to a Customer under the Energy Opportunities 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 Municipality (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 ECMs 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. UI assumes no responsibility or liability whatsoever with respect to Customer's selection of the Installing Vendor, the Installing Vendor's installation of the ECMs 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 to participate in the Energy Opportunities program.

2. INCENTIVES

- a. Subject to the terms and conditions contained herein, UI will pay incentives to Customers for the installation of Energy Conservation Measures (ECMs) as specified in the attached Schedule A, incorporated herein by reference.
- b. ECMs are those conservation measures that are consistent with UI's desire to achieve energy conservation and load management, and that are approved by UI in advance and in its sole discretion as set forth herein.
- c. Customer understands and agrees that incentive schedules for which Customer may be eligible vary based upon the classification of customers.
- d. ECMs are not eligible for incentives from the Energy Opportunities program if the Customer has received incentives for that specific ECM under any other UI incentive program.

3. PRE-APPROVAL & PRE-INSTALLATION SURVEY

- a. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentive to Customer hereunder unless UI pre-approves in its sole discretion each ECM that has been proposed by the Customer and/ or (as determined by UI) completes a satisfactory pre-installation survey of the Customer's Facility.
- b. UI reserves the right, in its sole discretion, to approve or dis-approve any proposed ECM. Any failure to approve any and all ECMs shall not under any circumstances constitute approval by UI of such ECMs.



Municipal Energy Opportunities Standard Agreement

- c. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentives unless the Customer commits to installing the ECM(s) evidenced by its execution and delivery of this Agreement, including Schedule A and complying with all of the terms and conditions contained in this Agreement including but not limited to the timeframe described in Paragraph 5, section b.

4. CUSTOMER APPLICATION & ANALYSIS

- a. The Customer agrees to comply with the steps outlined in Paragraph 5, section b.
- b. In addition to the execution and delivery of this Agreement, including Schedule A, UI may in its sole discretion, require Customer to perform or cause to be performed a thorough analysis of the demand and energy reduction potential and life expectancy of the proposed ECMs ("Analysis"). In some cases, UI may require, in its sole discretion, that a licensed or certified energy professional or engineer prepare this Analysis. Customer shall provide to UI specifications, engineering data or other reasonable information necessary for the completion of such Analysis of the proposed ECM.
- c. UI will review the Customer's Application and Analysis (if applicable) to determine the potential for reducing energy consumption at the Facility via the ECMs. UI reserves the right, in its sole discretion to accept, reject, or modify any calculations set forth in the Application and Analysis (if applicable) based on UI's own analysis of the ECMs, including but not limited to the incremental cost of energy and demand savings, actual energy savings, life expectancy of the ECM, and the cost of the ECM.
- d. UI reserves the right to approve only those site-specific ECMs that UI believes have cost effective energy reduction potential. In any case, UI reserves sole discretion to approve or disapprove each proposed ECM in its sole discretion.

5. CANCELLATION

- 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 without notice to the Customer if any of the following conditions exist:
 - i. the Customer fails to sign the Standard Agreement and Schedule A within 30 Business days of UI's approval date. For the sake of clarity, any Standard Agreement signed by Customer after such 30 Business Days shall automatically be void and of no force and effect;
 - ii. the Customer fails to initiate installation or construction of the project within 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 installation of the ECMs within 10 months of UI's approval date;
 - v. the Customer has not submitted an acceptable written explanation outlining the reasons why the construction process has not been completed within 10 months of the approval date. These situations will be subject to UI review on an individual basis.
- c. Upon cancellation of this Agreement by either Party, Customer will reimburse UI within 30 Business Days for any and all payments made by UI to Customer under this Agreement.
- d. If Customer does not install all of the ECMs listed in Schedule A, UI may, in its sole discretion, adjust the incentives for which the Customer is eligible according to the criteria and participation requirements of the Energy Opportunities program.

6. POST-INSTALLATION VERIFICATION

- a. UI will pay incentives to Customer only after UI has performed to its sole satisfaction a post-installation inspection of the Facility and the ECMs. 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.
- b. If as a result of UI's post-installation inspection, UI determines that the ECMs installed at the Facility were not installed in a manner that is consistent with the purpose of achieving energy savings, the Customer shall make modifications as determined to be necessary by UI in order to ensure achievement of energy savings. A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.



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- c. If as a result of UI's post-installation inspection, UI determines that the operation of any equipment installed in connection with Customer's participation in the Energy Opportunities program is not consistent with generally accepted industry standards and practices, including, where applicable, state or federal building code mandates, environmental regulations, and current standards published or otherwise recognized by the American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") for the operation of Heating, Ventilation, and Air Conditioning ("HVAC") units, Customer shall make modifications as determined to be necessary by UI to ensure compliance with such applicable standard(s). A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.

7. MONITORING & VERIFICATION

- a. UI reserves the right to continue to monitor any or all proposed and installed ECMs for the purpose of determining the actual value of energy reduction.
- b. Customer agrees to grant UI access at all reasonable times to the Facility for the purpose of examining and monitoring proposed and installed ECMs. The results of this monitoring will not affect any payments already received by Customer hereunder, except for such payments that are required to be reimbursed by Customer pursuant to the terms and conditions contained in this Agreement.
- c. Customer understands and agrees that UI reserves the right to decrease any unpaid incentive amounts for which Customer is eligible hereunder if, based on the results of UI's on-site monitoring and verification, UI determines in its sole discretion that less than the proposed ECM savings are likely to result via the ECMs.

8. INCENTIVE AMOUNTS

- a. Any incentive amounts requested by 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 Customer.
- b. UI reserves the right to modify any program incentives for which Customer is eligible hereunder and the incentive structure at anytime 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 of all of its terms and conditions.
- d. The dollar amount of the incentive available to Customer pursuant to this Agreement is calculated by UI based on UI's understanding of the total project cost of the installation of the ECMs at Customer's Facility ("UI Total Project Cost") as supplied by Customer or the installing Vendor. In the event that the actual project cost is lower than the UI Total Project Cost for any reason, including but not limited to the availability of any and all state, federal or local tax rebates that may be applicable to the Customer's installation of the ECMs at the Facility, and/or any and all rebates, incentives, credits or adjustments of any nature that Installing Vendor provides to Customer and which lowers the UI Total Project Cost, then Customer shall promptly provide UI with written notice of the same and UI reserves the right, in its sole discretion, to recalculate the dollar amount of the incentive available to Customer under this Agreement based on the actual project costs and such recalculated incentive amount shall be the incentive available to Customer under this Agreement. In the event that UI has already provided Customer with an incentive payment based on the UI Total Project Cost prior to UI's receipt of notice from Customer of an actual project cost that is lower than the UI Total Project Cost, UI may require Customer to refund the difference between the incentive paid by UI to Customer and the incentive that results from UI's incentive recalculation based on the actual project cost. Any such refund shall be made by Customer within thirty (30) days after written demand of the same from UI.

9. COMPREHENSIVE PROJECTS

- a. Comprehensive projects may be eligible for bonus incentives only if specific funding is available and approved.
- b. Comprehensive projects may include energy savings from other fuel sources. However the value of the incentive will be based entirely on the electric energy savings components.
- c. Projects are considered comprehensive if they consist of two (2) or more end uses and at least one (1) measure per end use. Projects consisting of multiple measures per end use are eligible provided that the project consists of at least 2 end uses and meet the criteria in Paragraph 9 (d, e) below.
- d. No one end use can have 85% or more of the value of the project's energy savings or peak summer demand reduction.



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- e. The remaining enduse(s) must account for at least 15% of the value of the project's energy savings or peak summer demand reduction (based on the cumulative total of the remaining enduse(s)).
- f. Each Measure will be reviewed independently to determine the applicability of the EO program incentives based on the Energy Opportunities Incentive guidelines.
- g. If the project is modified to where the project does not meet the comprehensive criteria then the incentive is calculated on the individual merits of the Measures due to scope changes and/or measures.
- h. The project must have all Measures installed within a reasonable time frame to receive the comprehensive incentive. A reasonable timeframe is defined in Paragraph 5(b) above. UI reserves the right to modify the definition of a "reasonable time frame" based on the project. In the event, the scope of the project changes, the incentive amount will be calculated on the merits of the remaining individual measures.
- i. Projects will be reviewed on a case-by-case basis

10. MULTIPLE FUEL or NON-ELECTRIC ECMs

UI reserves the right in its sole discretion (but in no event is obligated) to pay incentives for any energy saving non-electric ECM.

11. ECM INSTALLATION COST

- a. Customer shall supply UI with copies of all appropriate paperwork that documents that the construction or installation process has been initiated (such as a purchase order, bid document, contract etc. and any other documentation as requested by UI).
- b. Customer shall supply UI with copies of all paid invoices (including all materials, labor, and equipment discounts) reflecting the actual costs of design engineering, purchasing, and installing the ECMs, along with costs for demolition and disposal of materials. UI may also request and Customer shall supply UI with other reasonable documentation or verification of the Customer's actual cost for purchasing and installing the ECM. Incentives are applicable to and available with respect to incentives for ECM installation costs only those ECMs that are actually installed and Customer is eligible for incentives for ECM installation costs only to the extent that the costs are deemed reasonable by UI in its sole discretion. Costs for financing, extra equipment, spare parts, inventoried items, painting, and any other non-installed materials are not eligible for UI reimbursement under this Agreement.

12. PAYMENT

- a. Incentive payments will be made by UI within 60 days after UI has completed a post-installation verification of ECM installations and the actual costs thereof to its sole satisfaction. UI may also arrange with Customer to make incentive payments in installments. 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.
- b. If Customer has an established UI account, it may request that the incentive amount applicable to it under this Agreement be paid in the form of a credit to the Customer's electric bill by designating the method of payment on the Schedule A at the time of entering into this Agreement.
- c. The Customer understands and acknowledges that UI shall pay the incentives from the Energy 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.

13. PERFORMANCE CONTRACTING

If the ECMs are being installed by a third party under a performance contract arrangement, UI reserves the right to determine the cost of purchasing and installing the ECMs as the costs actually incurred by the third party or in UI's sole discretion based upon UI's experiences with similar ECMs in other Customers' facilities.



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14. FINANCING OPTION

- a. Third party financing for the ECMs 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 Simple Payback Period greater than 1.5 years but less than 7 years. Simple Payback Period means the total cost of the project divided by the estimated annual energy savings of the project through its first year of operation.
 - (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, specifically the Municipal loan with on-bill repayment.
 - (iv) The project is not a federal government or agency project.
 - (v) The project includes only 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 energy savings 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, 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.

15. ECM MAINTENANCE

- a. In order to maintain the estimated energy savings benefit derived by UI for ten (10) years from the date of installation of the applicable ECMs, Customer agrees to repair or replace the ECMs periodically, using energy saving equipment similar or superior to the equipment that was installed originally. If Customer's performance of this provision proves to be impossible or



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impracticable, Customer shall, within ten (10) days of its determination of its inability to perform, notify UI promptly of its inability to perform and in such an event, UI may, at its sole and full discretion, require Customer to promptly reimburse UI for a prorated portion of all incentives and installation cost reimbursement paid under this Agreement subject to interest charges set forth in Paragraph 15(c) below.

- b. If UI in its sole discretion deems it appropriate, to ensure the efficiency gained through incentives paid by in connection with this Agreement, UI may require the Customer to maintain a service contract with a vendor acceptable to UI for the term of this Agreement, or another term determined by UI to be applicable to the specific ECM installed.
- c. Neither Customer nor its agents, contractors, or subcontractors shall knowingly circumvent the net energy performance of ECMs or related systems installed pursuant to this Agreement. In the event of a breach of this provision, UI will require Customer to reimburse in full all of the incentives and installation cost reimbursement paid for these ECMs. All Customer reimbursements to UI will include interest accrued from the date of receipt of the incentive by the Customer, at the annual rate of eight percent (8%).

16. LIMITATION OF LIABILITY

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 retrofitting of the Facility, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by UI. UI's liability under this Agreement shall be limited to paying the incentives specified for the ECMs 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.

17. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless, the UI, from any and 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 Customer's 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, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this Agreement.

18. 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 retrofitting of the Facility or installation of any or all of the individual ECMs or equipment is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized by ASHRAE for HVAC units.
- b. Customer understands and agrees that UI does not represent, warrant, or guarantee the product or service of any particular vendor, manufacturer, contractor, or subcontractor. Customer further understands and agrees that UI does not represent, warrant or guarantee the safety of the ECMs or that the installation of any ECMs pursuant to this Agreement will result in any level of energy savings or result in any measurable energy related benefit.

19. 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.

20. LIMITED SCOPE of REVIEW

UI's scope of review for purposes of this Agreement is limited to determining if the design and installation of the ECMs have met the program conditions. UI does not include any kind of safety or performance review of any equipment installed or serviced in connection with this Agreement or any planned or installed ECMs, including, without limitation, any compliance by HVAC units with current standards published or otherwise recognized by ASHRAE



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21. OBLIGATION TO INSTALL

This Agreement does not obligate Customer to install any of the ECMs that have been approved by UI. However, if Customer, subsequent to such approval, elects to install the ECMs, the terms and conditions of this Agreement shall govern the payment of incentives and the maintenance of the ECMs at the Facility.

22. PROGRAM CHANGES

UI reserves the right to cancel or change the Energy Opportunities program at any time without prior notice to Customer. Except as otherwise provided in this Agreement, all fully executed agreements that are in compliance with the terms and conditions contained herein will be processed to completion under the terms and conditions of the Energy Opportunities program in effect on the Effective Date.

23. PAYMENTS ASSIGNED TO CONTRACTORS

- a. UI Customers may designate in writing the Customer's Installing Vendor 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.
- b. In addition to the requirements set forth in Paragraph 23 (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 23 a and b) above, if Customer assigns the incentives and/or installation cost reimbursements to the Installing Vendor, 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.

24. 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.

25. BALLAST & LAMP DISPOSAL

Customer agrees to comply with all laws and regulations promulgated by the State of CT Department of Environmental Protection and all other applicable laws, rules and regulations relating to the proper disposal of fluorescent lamps and PCB ballasts. The costs incurred by Customer in connection with the disposal of fluorescent lamps and PCB ballasts may be included in Customer's calculation of costs for installing the ECMs. Customer must provide to UI documentation acceptable to UI that verifies the proper disposal of all hazardous materials.

26. 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 ECMs 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.

27. 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



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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.

28. 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

29. MISCELLANEOUS

- a. The term of this Municipal Energy Opportunities Agreement will commence as of the Effective Date and continue for ten (10) years from date of the first payment made by UI to Customer pursuant to Paragraph 11 above unless sooner terminated as provided for herein.
- b. Customer understands that UI is willing to pay the Energy Opportunities incentives based on the long-term value of the energy reductions to UI.
- c. If at any time during the term of this Agreement, and during which time the Facility is occupied by the Customer, or any affiliate of the Customer, the operation of the Facility is modified so as to diminish the value of the energy efficient measures, UI may require reimbursement by Customer of all or a prorated percentage of the Energy Opportunities incentives and installation cost reimbursements paid by UI to Customer hereunder.
- d. Where Customer has installed or modified any HVAC unit in connection with Customer's participation in the Energy Opportunities Program, Customer shall, prior to UI's payment of an incentive, provide UI with a written statement confirming that such HVAC unit meets or exceeds the current standards for the operation of such HVAC unit as recognized by ASHRAE. Customer's failure to provide such written confirmation shall result in UI's withholding of any and all incentives for which Customer is eligible for hereunder until such failure is corrected.
- e. During the term of this Agreement, 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 incentives paid by UI to the Customer under this Agreement.
- f. 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.
- g. 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.
- h. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- i. 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 dated delivered.
- j. 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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- k. 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.
- l. 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.
- m. This Agreement, including all schedules attached hereto, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- n. A "Business Day" as used in this Agreement is a day for which commercial banks are open for business in Connecticut

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: Michael Pinter
(print)
Name: Michael Pinter
(sign)

Title: Chief Operating Officer Date: 11/18/2020

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 11/09/2020

By: Jane DeGano
Title: Manager, CLM Date: 11/11/20



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EXHIBIT 1

AGREEMENT REGARDING City of New Haven Public Schools MUNICIPAL ENERGY OPPORTUNITIES STANDARD AGREEMENT

This Agreement regarding City of New Haven Public Schools Municipal Energy Opportunities Standard Agreement Project #Rxip ("Agreement") is entered into this 09 day of November, 2020 ("Effective Date") by and among The United Illuminating Company ("UI"), and _____.

WITNESSETH:

WHEREAS, the City of New Haven Public Schools ("Customer") entered into a certain Municipal Energy Opportunities Standard Agreement with UI with an effective date of 11/09/2020 ("MEO Agreement"), which MEO Agreement is attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the MEO Agreement governs the Customer's participation in the Municipal Energy Opportunities program ("Program") and certain energy efficient retrofits ("Retrofits") to a certain building located at GRAND AVE 164 ; NEW HAVEN, CT (the "Facility" as defined in the MEO Agreement) to be performed by _____ (or "Installing Vendor" as defined in the Agreement); and

WHEREAS, the MEO Agreement (along with its attachments and exhibits including a Financial Agreement Addendum) sets forth (i) a total project cost of \$ 294,404.00 ("Total Project Cost"), (ii) an incentive of \$ 132,482.00 ("Incentive") and (iii) a balance of \$ 161,922.00 ("Balance"); and

WHEREAS, pursuant to the MEO Agreement, the Balance is to be repaid by Customer via monthly payments of \$ 3,373.38 on Customer's UI electric service bills for a period of Forty Eight (48) months; and

WHEREAS, the Program and MEO Agreement contemplates that the Customer will (i) receive a payment from UI in an amount equal to the Total Project Cost (ii) pay the Installing Vendor the Total Project Cost and (iii) make the monthly payments as set forth in the MEO Agreement until the Balance is paid in full; and

WHEREAS, the Customer is solely responsible for securing an installing vendor and paying the Installing Vendor in connection with its Program project; and

WHEREAS, the Customer has requested that UI pay the Total Project Cost directly to the Installing Vendor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Customer, UI and Installing Vendor agree as follows:

1. Payment of Total Project Cost. Subject to the terms and conditions contained in this letter agreement, UI agrees to pay the Total Project Cost directly to the Installing Vendor.



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2. Payment of Balance. Customer agrees to pay to UI an amount equal to the Balance, which Balance will be paid to UI monthly as part of Customer's UI electric service bill over a period of **Forty Eight (48)** and in monthly payment amounts of \$ **3,373.38**.

3. Relationship of Parties. The Parties acknowledge and agree that (i) Customer has contracted Installing Vendor to perform the energy efficient retrofits, (ii) Installing Vendor is solely responsible for the installation of the energy retrofits at the Facility, (iii) in connection with the Program, the MEO Agreement, and this Agreement, UI's sole responsibility is as an administrator of the Connecticut Energy Efficiency Fund, (iv) neither Customer nor Installing Vendor shall hold UI responsible in any way for the Retrofits at the Facility in connection with the Program and MEO Agreement, including but not limited to their installation, operation and maintenance, and (v) Installing Vendor agrees to indemnify, defend and hold UI, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents harmless from and against any and all suits, claims, and proceedings resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees, which arise out of or relate to the Installing Vendor's installation of the Retrofits at the Facility.

4. MEO Agreement. Except as expressly modified herein, all of the terms and conditions contained in the MEO Agreement remain in full force and effect.

IN WITNESS WHEREOF, UI, Customer and Installing Vendor have each caused this Agreement to be executed in its name by one of its officers thereunto duly authorized as of the Effective Date.

CUSTOMER:

By: Michael Puzo
(print)
Name: Michael Puzo Title: chief operating officer Date: 11/18/2020
(sign)

INSTALLING VENDOR: N Power

By: John Rige
(print)
Name: John Rige Title: Owner Date: 11/18/20
(sign)

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 11/09/2020



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Financial Agreement Addendum

This Financial Agreement which forms part of the Municipal Energy Opportunities Standard Agreement and is effective as of the date signed by all parties below (the "Effective Date") is entered into by and between The United Illuminating Company ("UI") and **City of New Haven Public Schools** (the "Customer"), pertaining to the building to be retrofitted at **GRAND AVE 164 ; NEW HAVEN, CT** (the "Facility"), **Municipal Energy Opportunities** Project # **Rxip**.

The Customer agrees that UI makes no warranties, expressed or implied, regarding the serviceability of any products installed or purchased in connection with the Facility retrofit. The Customer also agrees that it is solely responsible for selecting and contracting with the contractor who will be performing the Facility retrofit, which contractor is identified below ("Contractor"). The Customer and Contractor (as evidenced by Contractor's signature below) each agree to indemnify and hold harmless UI and its officers, directors, employees of affiliates thereof, from any damages, fines, settlements or judgments which directly arise from or are caused by the wrongful, or negligent acts or omissions of any party in the conduct or performance of the Facility retrofit by the Contractor. The Customer shall specifically indemnify and hold harmless, UI with respect to all work contracted for between the Customer and the Contractor, and from any damages, fines, settlements or judgments which directly arise from or are caused by the acts or omissions of the Contractor.

The Customer understands and agrees that UI will not be responsible for any tax liability imposed on the Customer as a result of its participation in the Energy Opportunities program. Customer/Vendor must supply its Federal Tax Identification Numbers or Social Security Number as they are required for distribution of UI incentives. UI will issue a 1099 form to each non-incorporated customer receiving an aggregate incentive payment in excess of \$600.00 in any calendar year.

Customer hereby requests that UI assist financially in connection with the installation work described in Schedule A of the Municipal Energy Opportunities Standard Agreement, at the service address listed below, pursuant to UI's terms and conditions applicable to the Energy Opportunities program. UI and the Customer agree that, in addition to any and all other terms and conditions of the Energy Opportunities program, upon the Customer or Contractor confirming completion of the installation work, and UI's post installation inspection and project verification as well as Customer's execution of an acknowledgement in the form attached hereto as Exhibit 2, UI will issue a check for all amounts approved by UI. The Customer shall be responsible for amounts, if any, in excess of amounts approved by UI and will pay such amounts directly to Contractor.

The Customer also agrees to pay UI the balance of the project cost or the pre-determined total amount as detailed below. The monthly payments will be included by UI on the Customer's regular electric service bill, and the first payment will be due on the first billing cycle following the processing of this agreement. In the event this account is finalized due to selling or closing the facility, the Customer will be required to pay the unpaid balance of this financing agreement within 30 days. By my signature below, I certify that I have read, understood and agree to the terms of this agreement.



ENERGY OPPORTUNITIES

1-877-WISE USE

Financial Agreement Addendum

\$294,404.00 Total Cost	\$132,482.00 Incentive	\$.00 Co-Pay	\$161,922.00 Balance	\$ 3,373.38 Monthly Pymt.	48 Term
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Please Note: On the initial bill only, the total balance amount will be displayed with an equal amount as a credit. This is for accounting purposes only.

06-6001876

Federal Tax ID or Social Security #, Customer

100001054703

Contract Account #, Customer

City of New Haven Public Schools

Account Name, Customer

Michael Pinta

Contact, Customer

164 GRAND AVE ; NEW HAVEN, CT 06513

Service Address, Customer

Michael Pinta

(Customer's Signature)

ACCEPTED: The United Illuminating Company

By

Jane BeLano

UI Administration

47-4512616

Federal Tax ID or Social Security #, Contractor

N Power

Name, Contractor

John Rix

Contact, Contractor

Signature, Contractor

Address, Contractor

11/18/2020

(Date)

11/11/20

(Date)



ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

EXHIBIT 2

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

1. The ECMs (as defined in the MEO Agreement) installed by Installing Vendor (as defined in the MEO 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 Project Cost (as defined in Exhibit 1 of the MEO Agreement) to the Installing Vendor.

City of New Haven Public Schools

By: Michael Piro

Its: Chief operating officer
Authorized Representative



EO Incentive Application Worksheet - Schedule A

Facility Name: <u>City of New Haven Public Schools</u>	Phone: _____
Service Address: <u>GRAND AVE 164</u>	Facility Use: _____
City: <u>New Haven</u> Zip: <u>06513</u>	Square Footage: <u>25,000</u>
Contact Person: _____	EO Rep: <u>Doucette, Michael</u>
Federal Tax I.D. No: <u>06-6001876</u>	EO Project No: <u>Rxip</u>

Bonus	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
Location: Deep Covid-19 Bonus				
<i>Bonus amount: \$58,881.</i>	1	\$0	0	\$0
Bonus total:		\$0	0	\$0

Custom Measure	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
Location: Ext Led				
<i>NEW LED</i>	1	\$4,404	-5,349	\$802
Location: Int Led				
<i>NEW LED</i>	1	\$290,000	-376,409	\$56,461
Custom Measure total:		\$294,404	-381,758	\$57,263

Mandatory Cap	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
Location: Project/taxid Level				
<i>Mandatory Cap Adj.</i>	1	\$0	0	\$0
Mandatory Cap Adjustment		\$0	0	\$0

Customer Application & Analysis -

In addition to the terms and conditions contained in UI's Standard Agreement and Schedule A, UI may require a thorough analysis of the demand and energy reduction potential, and the life expectancy of proposed Energy Conservation Measures (ECMs). UI may require the Customer to provide specifications, engineering data, or other reasonable information necessary to complete an independent analysis. UI reserves the right to accept, reject or modify any calculations based on UI's own analysis including but not limited to the incremental cost of energy or demand savings, actual energy savings, life of the ECM, and the cost of the ECM. UI's approved and unsigned proposal will remain valid for thirty (30) days. If proposal is not accepted during this period, account re-qualification will be required. UI will approve only those site-specific ECM's which it believes have cost effective energy and demand reduction potential. In any case, UI reserves sole discretion to approve or disapprove any proposed ECM.

EO Incentive Application Worksheet - Schedule A

Program Changes -

The Program's Terms and Conditions may be changed by UI at any time without notice. Pre- approved applications however will be processed to completion under the Terms and Conditions in effect at the time of UI pre-approval.

Fair Haven School

Audit Seq.	Existing Fixture Type	Watts/ Fixture Before	Existing Qty	Qty After	Description After	Watts/ Fixture After
1	1x4 2LST 32WT8	60	38	38	2L 12W LED	24
2	1L 75W R30 track	75	12	12	13W LED R30	13
3	2L 26W Rec PL	52	466	466	12W LED Can	12
4	1x4 2LPara 54WT5	119	18	18	2L 25W LED T5 4'	50
5	1x4 2LTR 32WT8	60	692	692	2L 12W LED	24
6	1x4 2LTR 54WT5	119	1,154	1,154	2L 25W LED T5 4'	50
7	1x4 1LTR 32WT8	30	243	243	1L 12W LED	12
8	1x3 2LTR 25WT8	48	52	52	2L 10W LED 3'	20
9	400W HB MH	480	44	44	New 162W HB LED	162
10	1x4 2LWR 32WT8	60	91	91	2L 12W LED	24
11	1x3 1LTR 25WT8	25	43	43	1L 10W LED 3'	10
12	1L 26W PL	26	10	10	12W LED Can	12
13	1x4 2LWR 54WT5	119	72	72	2L 25W LED T5 4'	50
14	1x8 4LWR 32WT8	120	71	71	4L 12W LED	48
15	1x2 1LTR 17WT8	15	1	1	1L 10W LED 2'	10
16	3L 39W 3L 50W Biax	300	12	12	6L 17W LED Biax	102
17	2x2 2LTR 32WT8	60	72	72	3L 10W LED Kit	30
18	1L 60W INC	60	10	10	9W LED	9
19	1x4 3LTR 32WT8	90	159	159	3L 12W LED	36
20	1x3 3LTR 25WT8	70	29	29	3L 10W LED 3'	30
21	1x4 4LTR 32WT8	120	15	15	4L 12W LED	48
22	1x4 1LTR 54WT5	59	254	254	1L 25W LED T5 4'	25
23	1x2 2LTR 17WT8	32	2	2	2L 10W LED 2'	20
24	1x2 1LST 17WT8	15	4	4	1L 10W LED 2'	10
25	1x3 2LST 30WT12	72	3	3	2L 10W LED 3'	20
26	1x2 2LST 20WT12	48	5	5	2L 10W LED 2'	20
27	1x3 2LTR 39WT5	86	22	22	2L 15W LED 3'	30
28	Auditorium LED (out)		29	29	New Biax w/ Ballast	
29	32W PL Can	32	22	22	12W LED Can	12
30	3x3 4L 39W Biax	172	11	11	4L 17W LED Biax	68
31	1L 50W R20	50	21	21	8W LED R20	20
32	1x4 2LST 54WT5	119	12	12	2L 25W LED T5 4'	50
33	70W MH Outdoor Can	80	14	14	12W LED Can	12
34	150W MH Decorative Wall	180	14	14	40W LED Cornbulb	40
35	150W MH Decorative Pole	180	6	6	40W LED Cornbulb	40
36	75W MH Wall	90	22	22	New 28W LED Wall	28

3,745

3,745

Wilbur Cross High School

Audit Seq.	Existing Fixture Type	Watts/ Fixture Before	Existing Qty	Qty After	Description After	Watts/ Fixture After
1	2x4 2LTR 32WT8	60	531	531	2L 12W LED	24
2	1x8 4LST 32WT8	120	39	39	4L 12W LED	48
3	2L 12" rec 42WPL (Lobby)	84	110	110	New 2x2 20W Flat Panel	20
4	2L 40W Biax	90	8	8	2L 17W Biax	34
5	2x2 2LTR 32WT8	60	434	434	3L 10W LED Kit	30
6	1L Rec 65WR40	65	4	4	15W LED Par38	15
7	1L Rec 250 Halogen	290	98	98	15W LED Par38	15
8	4L 39W Biax (Auditorium)	172	18	18	4L 17W LED Biax	68
9	1x4 2LWR 32WT8	60	857	857	2L 12W LED	24
10	4x4 4LTR 32WT8	120	25	25	4L 12W LED	48
11	1x4 2LTR 32WT8	60	1,637	1,637	2L 12W LED	24
12	2L 26W Rec PL	52	17	17	12W LED Can	12
13	2x4 3LTR 32WT8	90	196	196	3L 12W LED	36
14	2L 16" round 32WPL (Pool)	64	8	8	New 16" LED	22
15	250W MH	290	24	24	53W LED Cornbulb	53
16	2x4 4LTR 32WT8	120	96	96	3L 12W LED Kit	48
17	1L 60W INC	60	21	21	9W LED	9
18	1x4 1LST 32WT8	30	6	6	1L 12W LED	12
19	2x4 3LWR 32WT8	90	3	3	3L 12W LED	36

4,132

4,132

Edgewood Magnet School

Audit Seq.	Audit Location	Existing Fixture Type	Watts/ Fixture Before	Existing Qty	Qty After	Description After	Watts/ Fixture After
1	Poles	150W MH	175	6	6	New 100W LED	100
2	Floods	250W MH	290	2	2	New 100W LED w/ Photo	100
3	Wall	2L 32WPL	64	4	4	New 15W Wall w/ Photo	15
4	Post Top	150W MH	175	5	5	40W LED Cornbulb	40
5	Rec Can	70W MH	84	8	8	12W LED Can	12
				25	25		

Appendix 1

Each school replacement project requires the following supportive documentation to be provided with your response. See Bid Table

Appendix 1	
Manufacturer Name	NaturaLED
Product Name/SKU	LED16FMR-160LS40
DLC listed	Yes
UL Approved	Yes
Cut sheet attached	Yes
Application	Pool round fixture
Existing Wattage	64 W
Proposed Wattage	22 W
Efficacy (100LPW)	76 LPW
CRI (85 interior, 80 exterior goal)	80
Lifetime	50,000 hours
Warranty	5 year

EO Incentive Application Worksheet - Schedule A

Summary Page of EO Schedule A of project Rxip as of 11/09/2020 02:07:48

Facility Name:	<u>City of New Haven Public Schools</u>	Phone:	_____
Service Address:	<u>GRAND AVE 164</u>	Facility Use:	_____
City:	<u>New Haven</u>	Zip:	<u>06513</u>
Contact Person:	_____	Square Footage:	<u>25,000</u>
Federal Tax I.D. No:	<u>06-6001876</u>	EO Rep:	<u>Doucette, Michael</u>
		EO Project No:	<u>Rxip</u>

TOTAL COST: **\$294,404**

TOTAL SAVINGS: **\$57,263**

TOTAL INCENTIVES: **EKM \$132,482**

MONTHLY PAYMENT: **48 @ \$3,373.38**

Customer or Customer's agent name (print):

Michael Pinto

Customer or Customer's agent Signature:

Michael Pinto

Title

Chief operating officer

Date

11/18/2020

I authorize UI to issue the incentive check, for the above amount, to

(the installing contractor, facility owner or other).

Customer or Customer's agent Signature

Date

ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

This Agreement is entered into by and between The United Illuminating Company ("UI") and

City of New Haven Public Schools ("Customer"), pertaining to the building to be retrofitted at

FOUNTAIN ST 191 ; NEW HAVEN, CT (the "Facility"), **MEO Project # Rxij**, by

_____ (the "Installing Vendor"). The Effective Date of this Agreement is the date that this Agreement is signed by both Customer and UI, subject to Section 5(b)(i) hereof.

BASIC UNDERSTANDINGS

UI has a conservation program called Energy Opportunities which is designed for projects which "retrofit" existing systems with energy efficient alternatives. UI offers to pay incentives to eligible Customers who retrofit existing systems with 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 Standard Incentives and any applicable Bonus Incentives by UI to a Customer under the Energy Opportunities 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 Municipality (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 ECMs 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. UI assumes no responsibility or liability whatsoever with respect to Customer's selection of the Installing Vendor, the Installing Vendor's installation of the ECMs 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 to participate in the Energy Opportunities program.

2. INCENTIVES

- a. Subject to the terms and conditions contained herein, UI will pay incentives to Customers for the installation of Energy Conservation Measures (ECMs) as specified in the attached Schedule A, incorporated herein by reference.
- b. ECMs are those conservation measures that are consistent with UI's desire to achieve energy conservation and load management, and that are approved by UI in advance and in its sole discretion as set forth herein.
- c. Customer understands and agrees that incentive schedules for which Customer may be eligible vary based upon the classification of customers.
- d. ECMs are not eligible for incentives from the Energy Opportunities program if the Customer has received incentives for that specific ECM under any other UI incentive program.

3. PRE-APPROVAL & PRE-INSTALLATION SURVEY

- a. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentive to Customer hereunder unless UI pre-approves in its sole discretion each ECM that has been proposed by the Customer and/ or (as determined by UI) completes a satisfactory pre-installation survey of the Customer's Facility.
- b. UI reserves the right, in its sole discretion, to approve or dis-approve any proposed ECM. Any failure to approve any and all ECMs shall not under any circumstances constitute approval by UI of such ECMs.



ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

- c. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentives unless the Customer commits to installing the ECM(s) evidenced by its execution and delivery of this Agreement, including Schedule A and complying with all of the terms and conditions contained in this Agreement including but not limited to the timeframe described in Paragraph 5, section b.

4. CUSTOMER APPLICATION & ANALYSIS

- a. The Customer agrees to comply with the steps outlined in Paragraph 5, section b.
- b. In addition to the execution and delivery of this Agreement, including Schedule A, UI may in its sole discretion, require Customer to perform or cause to be performed a thorough analysis of the demand and energy reduction potential and life expectancy of the proposed ECMs ("Analysis"). In some cases, UI may require, in its sole discretion, that a licensed or certified energy professional or engineer prepare this Analysis. Customer shall provide to UI specifications, engineering data or other reasonable information necessary for the completion of such Analysis of the proposed ECM.
- c. UI will review the Customer's Application and Analysis (if applicable) to determine the potential for reducing energy consumption at the Facility via the ECMs. UI reserves the right, in its sole discretion to accept, reject, or modify any calculations set forth in the Application and Analysis (if applicable) based on UI's own analysis of the ECMs, including but not limited to the incremental cost of energy and demand savings, actual energy savings, life expectancy of the ECM, and the cost of the ECM.
- d. UI reserves the right to approve only those site-specific ECMs that UI believes have cost effective energy reduction potential. In any case, UI reserves sole discretion to approve or disapprove each proposed ECM in its sole discretion.

5. CANCELLATION

- 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 without notice to the Customer if any of the following conditions exist:
 - i. the Customer fails to sign the Standard Agreement and Schedule A within 30 Business days of UI's approval date. For the sake of clarity, any Standard Agreement signed by Customer after such 30 Business Days shall automatically be void and of no force and effect;
 - ii. the Customer fails to initiate installation or construction of the project within 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 with 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 installation of the ECMs within 10 months of UI's approval date;
 - v. the Customer has not submitted an acceptable written explanation outlining the reasons why the construction process has not been completed within 10 months of the approval date. These situations will be subject to UI review on an individual basis.
- c. Upon cancellation of this Agreement by either Party, Customer will reimburse UI within 30 Business Days for any and all payments made by UI to Customer under this Agreement.
- d. If Customer does not install all of the ECMs listed in Schedule A, UI may, in its sole discretion, adjust the incentives for which the Customer is eligible according to the criteria and participation requirements of the Energy Opportunities program.

6. POST-INSTALLATION VERIFICATION

- a. UI will pay incentives to Customer only after UI has performed to its sole satisfaction a post-installation inspection of the Facility and the ECMs. 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.
- b. If as a result of UI's post-installation inspection, UI determines that the ECMs installed at the Facility were not installed in a manner that is consistent with the purpose of achieving energy savings, the Customer shall make modifications as determined to be necessary by UI in order to ensure achievement of energy savings. A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.



Municipal Energy Opportunities Standard Agreement

- c. If as a result of UI's post-installation inspection, UI determines that the operation of any equipment installed in connection with Customer's participation in the Energy Opportunities program is not consistent with generally accepted industry standards and practices, including, where applicable, state or federal building code mandates, environmental regulations, and current standards published or otherwise recognized by the American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") for the operation of Heating, Ventilation, and Air Conditioning ("HVAC") units, Customer shall make modifications as determined to be necessary by UI to ensure compliance with such applicable standard(s). A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.

7. MONITORING & VERIFICATION

- a. UI reserves the right to continue to monitor any or all proposed and installed ECMs for the purpose of determining the actual value of energy reduction.
- b. Customer agrees to grant UI access at all reasonable times to the Facility for the purpose of examining and monitoring proposed and installed ECMs. The results of this monitoring will not affect any payments already received by Customer hereunder, except for such payments that are required to be reimbursed by Customer pursuant to the terms and conditions contained in this Agreement.
- c. Customer understands and agrees that UI reserves the right to decrease any unpaid incentive amounts for which Customer is eligible hereunder if, based on the results of UI's on-site monitoring and verification, UI determines in its sole discretion that less than the proposed ECM savings are likely to result via the ECMs.

8. INCENTIVE AMOUNTS

- a. Any incentive amounts requested by 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 Customer.
- b. UI reserves the right to modify any program incentives for which Customer is eligible hereunder and the incentive structure at anytime 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 of all of its terms and conditions.
- d. The dollar amount of the incentive available to Customer pursuant to this Agreement is calculated by UI based on UI's understanding of the total project cost of the installation of the ECMs at Customer's Facility ("UI Total Project Cost") as supplied by Customer or the installing Vendor. In the event that the actual project cost is lower than the UI Total Project Cost for any reason, including but not limited to the availability of any and all state, federal or local tax rebates that may be applicable to the Customer's installation of the ECMs at the Facility, and/or any and all rebates, incentives, credits or adjustments of any nature that Installing Vendor provides to Customer and which lowers the UI Total Project Cost, then Customer shall promptly provide UI with written notice of the same and UI reserves the right, in its sole discretion, to recalculate the dollar amount of the incentive available to Customer under this Agreement based on the actual project costs and such recalculated incentive amount shall be the incentive available to Customer under this Agreement. In the event that UI has already provided Customer with an incentive payment based on the UI Total Project Cost prior to UI's receipt of notice from Customer of an actual project cost that is lower than the UI Total Project Cost, UI may require Customer to refund the difference between the incentive paid by UI to Customer and the incentive that results from UI's incentive recalculation based on the actual project cost. Any such refund shall be made by Customer within thirty (30) days after written demand of the same from UI.

9. COMPREHENSIVE PROJECTS

- a. Comprehensive projects may be eligible for bonus incentives only if specific funding is available and approved.
- b. Comprehensive projects may include energy savings from other fuel sources. However the value of the incentive will be based entirely on the electric energy savings components.
- c. Projects are considered comprehensive if they consist of two (2) or more end uses and at least one (1) measure per end use. Projects consisting of multiple measures per end use are eligible provided that the project consists of at least 2 end uses and meet the criteria in Paragraph 9 (d, e) below.
- d. No one end use can have 85% or more of the value of the project's energy savings or peak summer demand reduction.



Municipal Energy Opportunities Standard Agreement

- e. The remaining enduse(s) must account for at least 15% of the value of the project's energy savings or peak summer demand reduction (based on the cumulative total of the remaining enduse(s)).
- f. Each Measure will be reviewed independently to determine the applicability of the EO program incentives based on the Energy Opportunities Incentive guidelines.
- g. If the project is modified to where the project does not meet the comprehensive criteria then the incentive is calculated on the individual merits of the Measures due to scope changes and/or measures.
- h. The project must have all Measures installed within a reasonable time frame to receive the comprehensive incentive. A reasonable timeframe is defined in Paragraph 5(b) above. UI reserves the right to modify the definition of a "reasonable time frame" based on the project. In the event, the scope of the project changes, the incentive amount will be calculated on the merits of the remaining individual measures.
- i. Projects will be reviewed on a case-by-case basis

10. MULTIPLE FUEL or NON-ELECTRIC ECMs

UI reserves the right in its sole discretion (but in no event is obligated) to pay incentives for any energy saving non-electric ECM.

11. ECM INSTALLATION COST

- a. Customer shall supply UI with copies of all appropriate paperwork that documents that the construction or installation process has been initiated (such as a purchase order, bid document, contract etc. and any other documentation as requested by UI).
- b. Customer shall supply UI with copies of all paid invoices (including all materials, labor, and equipment discounts) reflecting the actual costs of design engineering, purchasing, and installing the ECMs, along with costs for demolition and disposal of materials. UI may also request and Customer shall supply UI with other reasonable documentation or verification of the Customer's actual cost for purchasing and installing the ECM. Incentives are applicable to and available with respect to incentives for ECM installation costs only those ECMs that are actually installed and Customer is eligible for incentives for ECM installation costs only to the extent that the costs are deemed reasonable by UI in its sole discretion. Costs for financing, extra equipment, spare parts, inventoried items, painting, and any other non-installed materials are not eligible for UI reimbursement under this Agreement.

12. PAYMENT

- a. Incentive payments will be made by UI within 60 days after UI has completed a post-installation verification of ECM installations and the actual costs thereof to its sole satisfaction. UI may also arrange with Customer to make incentive payments in installments. 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.
- b. If Customer has an established UI account, it may request that the incentive amount applicable to it under this Agreement be paid in the form of a credit to the Customer's electric bill by designating the method of payment on the Schedule A at the time of entering into this Agreement.
- c. The Customer understands and acknowledges that UI shall pay the incentives from the Energy 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.

13. PERFORMANCE CONTRACTING

If the ECMs are being installed by a third party under a performance contract arrangement, UI reserves the right to determine the cost of purchasing and installing the ECMs as the costs actually incurred by the third party or in UI's sole discretion based upon UI's experiences with similar ECMs in other Customers' facilities.



Municipal Energy Opportunities Standard Agreement

14. FINANCING OPTION

- a. Third party financing for the ECMs 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 Simple Payback Period greater than 1.5 years but less than 7 years. Simple Payback Period means the total cost of the project divided by the estimated annual energy savings of the project through its first year of operation.
 - (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, specifically the Municipal loan with on-bill repayment.
 - (iv) The project is not a federal government or agency project.
 - (v) The project includes only 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 energy savings 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, 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.

15. ECM MAINTENANCE

- a. In order to maintain the estimated energy savings benefit derived by UI for ten (10) years from the date of installation of the applicable ECMs, Customer agrees to repair or replace the ECMs periodically, using energy saving equipment similar or superior to the equipment that was installed originally. If Customer's performance of this provision proves to be impossible or



Municipal Energy Opportunities Standard Agreement

impracticable, Customer shall, within ten (10) days of its determination of its inability to perform, notify UI promptly of its inability to perform and in such an event, UI may, at its sole and full discretion, require Customer to promptly reimburse UI for a prorated portion of all incentives and installation cost reimbursement paid under this Agreement subject to interest charges set forth in Paragraph 15(c) below.

- b. If UI in its sole discretion deems it appropriate, to ensure the efficiency gained through incentives paid by in connection with this Agreement, UI may require the Customer to maintain a service contract with a vendor acceptable to UI for the term of this Agreement, or another term determined by UI to be applicable to the specific ECM installed.
- c. Neither Customer nor its agents, contractors, or subcontractors shall knowingly circumvent the net energy performance of ECMs or related systems installed pursuant to this Agreement. In the event of a breach of this provision, UI will require Customer to reimburse in full all of the incentives and installation cost reimbursement paid for these ECMs. All Customer reimbursements to UI will include interest accrued from the date of receipt of the incentive by the Customer, at the annual rate of eight percent (8%).

16. LIMITATION OF LIABILITY

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 retrofitting of the Facility, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by UI. UI's liability under this Agreement shall be limited to paying the incentives specified for the ECMs 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.

17. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless, the UI, from any and 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 Customer's 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, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this Agreement.

18. 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 retrofitting of the Facility or installation of any or all of the individual ECMs or equipment is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized by ASHRAE for HVAC units.
- b. Customer understands and agrees that UI does not represent, warrant, or guarantee the product or service of any particular vendor, manufacturer, contractor, or subcontractor. Customer further understands and agrees that UI does not represent, warrant or guarantee the safety of the ECMs or that the installation of any ECMs pursuant to this Agreement will result in any level of energy savings or result in any measurable energy related benefit.

19. 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.

20. LIMITED SCOPE of REVIEW

UI's scope of review for purposes of this Agreement is limited to determining if the design and installation of the ECMs have met the program conditions. UI does not include any kind of safety or performance review of any equipment installed or serviced in connection with this Agreement or any planned or installed ECMs, including, without limitation, any compliance by HVAC units with current standards published or otherwise recognized by ASHRAE



Municipal Energy Opportunities Standard Agreement

21. OBLIGATION TO INSTALL

This Agreement does not obligate Customer to install any of the ECMs that have been approved by UI. However, if Customer, subsequent to such approval, elects to install the ECMs, the terms and conditions of this Agreement shall govern the payment of incentives and the maintenance of the ECMs at the Facility.

22. PROGRAM CHANGES

UI reserves the right to cancel or change the Energy Opportunities program at any time without prior notice to Customer. Except as otherwise provided in this Agreement, all fully executed agreements that are in compliance with the terms and conditions contained herein will be processed to completion under the terms and conditions of the Energy Opportunities program in effect on the Effective Date.

23. PAYMENTS ASSIGNED TO CONTRACTORS

- a. UI Customers may designate in writing the Customer's Installing Vendor 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.
- b. In addition to the requirements set forth in Paragraph 23 (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 23 a and b) above, if Customer assigns the incentives and/or installation cost reimbursements to the Installing Vendor, 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.

24. 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.

25. BALLAST & LAMP DISPOSAL

Customer agrees to comply with all laws and regulations promulgated by the State of CT Department of Environmental Protection and all other applicable laws, rules and regulations relating to the proper disposal of fluorescent lamps and PCB ballasts. The costs incurred by Customer in connection with the disposal of fluorescent lamps and PCB ballasts may be included in Customer's calculation of costs for installing the ECMs. Customer must provide to UI documentation acceptable to UI that verifies the proper disposal of all hazardous materials.

26. 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 ECMs 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.

27. 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



Municipal Energy Opportunities Standard Agreement

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.

28. 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

29. MISCELLANEOUS

- a. The term of this Municipal Energy Opportunities Agreement will commence as of the Effective Date and continue for ten (10) years from date of the first payment made by UI to Customer pursuant to Paragraph 11 above unless sooner terminated as provided for herein.
- b. Customer understands that UI is willing to pay the Energy Opportunities incentives based on the long-term value of the energy reductions to UI.
- c. If at any time during the term of this Agreement, and during which time the Facility is occupied by the Customer, or any affiliate of the Customer, the operation of the Facility is modified so as to diminish the value of the energy efficient measures, UI may require reimbursement by Customer of all or a prorated percentage of the Energy Opportunities incentives and installation cost reimbursements paid by UI to Customer hereunder.
- d. Where Customer has installed or modified any HVAC unit in connection with Customer's participation in the Energy Opportunities Program, Customer shall, prior to UI's payment of an incentive, provide UI with a written statement confirming that such HVAC unit meets or exceeds the current standards for the operation of such HVAC unit as recognized by ASHRAE. Customer's failure to provide such written confirmation shall result in UI's withholding of any and all incentives for which Customer is eligible for hereunder until such failure is corrected.
- e. During the term of this Agreement, 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 incentives paid by UI to the Customer under this Agreement.
- f. 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.
- g. 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.
- h. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- i. 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 dated delivered.
- j. 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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Municipal Energy Opportunities Standard Agreement

- k. 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.
- l. 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.
- m. This Agreement, including all schedules attached hereto, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- n. A "Business Day" as used in this Agreement is a day for which commercial banks are open for business in Connecticut

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: Michael Pinto, N/A BOE
(print)
Name: Michael Pinto
(sign)

Title: Chief operating officer Date: 11/18/2020

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 11/09/2020

By: Elizabeth K. Murphy
Title: Supervisor, C&LM Date: 11/11/20



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Municipal Energy Opportunities Standard Agreement

EXHIBIT 1

AGREEMENT REGARDING City of New Haven Public Schools MUNICIPAL ENERGY OPPORTUNITIES STANDARD AGREEMENT

This Agreement regarding City of New Haven Public Schools Municipal Energy Opportunities Standard Agreement Project #Rxij ("Agreement") is entered into this 09 day of November, 2020 ("Effective Date") by and among The United Illuminating Company ("UI"), and _____.

WITNESSETH:

WHEREAS, the City of New Haven Public Schools ("Customer") entered into a certain Municipal Energy Opportunities Standard Agreement with UI with an effective date of 11/09/2020 ("MEO Agreement"), which MEO Agreement is attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the MEO Agreement governs the Customer's participation in the Municipal Energy Opportunities program ("Program") and certain energy efficient retrofits ("Retrofits") to a certain building located at FOUNTAIN ST 191 ; NEW HAVEN, CT (the "Facility" as defined in the MEO Agreement) to be performed by _____ (or "Installing Vendor" as defined in the Agreement); and

WHEREAS, the MEO Agreement (along with its attachments and exhibits including a Financial Agreement Addendum) sets forth (i) a total project cost of \$ 12,956.00 ("Total Project Cost"), (ii) an incentive of \$ 5,589.00 ("Incentive") and (iii) a balance of \$ 7,367.00 ("Balance"); and

WHEREAS, pursuant to the MEO Agreement, the Balance is to be repaid by Customer via monthly payments of \$ 153.48 on Customer's UI electric service bills for a period of Forty Eight (48) months; and

WHEREAS, the Program and MEO Agreement contemplates that the Customer will (i) receive a payment from UI in an amount equal to the Total Project Cost (ii) pay the Installing Vendor the Total Project Cost and (iii) make the monthly payments as set forth in the MEO Agreement until the Balance is paid in full; and

WHEREAS, the Customer is solely responsible for securing an installing vendor and paying the Installing Vendor in connection with its Program project; and

WHEREAS, the Customer has requested that UI pay the Total Project Cost directly to the Installing Vendor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Customer, UI and Installing Vendor agree as follows:

1. Payment of Total Project Cost. Subject to the terms and conditions contained in this letter agreement, UI agrees to pay the Total Project Cost directly to the Installing Vendor.



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Municipal Energy Opportunities Standard Agreement

2. Payment of Balance. Customer agrees to pay to UI an amount equal to the Balance, which Balance will be paid to UI monthly as part of Customer's UI electric service bill over a period of **Forty Eight (48)** and in monthly payment amounts of \$ **153.48**.

3. Relationship of Parties. The Parties acknowledge and agree that (i) Customer has contracted Installing Vendor to perform the energy efficient retrofits, (ii) Installing Vendor is solely responsible for the installation of the energy retrofits at the Facility, (iii) in connection with the Program, the MEO Agreement, and this Agreement, UI's sole responsibility is as an administrator of the Connecticut Energy Efficiency Fund, (iv) neither Customer nor Installing Vendor shall hold UI responsible in any way for the Retrofits at the Facility in connection with the Program and MEO Agreement, including but not limited to their installation, operation and maintenance, and (v) Installing Vendor agrees to indemnify, defend and hold UI, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents harmless from and against any and all suits, claims, and proceedings resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees, which arise out of or relate to the Installing Vendor's installation of the Retrofits at the Facility.

4. MEO Agreement. Except as expressly modified herein, all of the terms and conditions contained in the MEO Agreement remain in full force and effect.

IN WITNESS WHEREOF, UI, Customer and Installing Vendor have each caused this Agreement to be executed in its name by one of its officers thereunto duly authorized as of the Effective Date.

CUSTOMER:

By: Michael Pinta, NHBCE
(print) Name: Michael Pinta Title: chief operating officer Date: 11/18/2020
(sign)

INSTALLING VENDOR: N-POWER

By: JOHN RIGA
(print) Name: John Riga Title: Owner Date: 11/18/20
(sign)

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 11/09/2020



ENERGY OPPORTUNITIES

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Financial Agreement Addendum

This Financial Agreement which forms part of the Municipal Energy Opportunities Standard Agreement and is effective as of the date signed by all parties below (the "Effective Date") is entered into by and between The United Illuminating Company ("UI") and **City of New Haven Public Schools** (the "Customer"), pertaining to the building to be retrofitted at **FOUNTAIN ST 191 ; NEW HAVEN, CT** (the "Facility"), **Municipal Energy Opportunities** Project # **Rxij**.

The Customer agrees that UI makes no warranties, expressed or implied, regarding the serviceability of any products installed or purchased in connection with the Facility retrofit. The Customer also agrees that it is solely responsible for selecting and contracting with the contractor who will be performing the Facility retrofit, which contractor is identified below ("Contractor"). The Customer and Contractor (as evidenced by Contractor's signature below) each agree to indemnify and hold harmless UI and its officers, directors, employees of affiliates thereof, from any damages, fines, settlements or judgments which directly arise from or are caused by the wrongful, or negligent acts of omissions of any party in the conduct or performance of the Facility retrofit by the Contractor. The Customer shall specifically indemnify and hold harmless, UI with respect to all work contracted for between the Customer and the Contractor, and from any damages, fines, settlements or judgments which directly arise from or are caused by the acts or omissions of the Contractor.

The Customer understands and agrees that UI will not be responsible for any tax liability imposed on the Customer as a result of its participation in the Energy Opportunities program. Customer/Vendor must supply its Federal Tax Identification Numbers or Social Security Number as they are required for distribution of UI incentives. UI will issue a 1099 form to each non-incorporated customer receiving an aggregate incentive payment in excess of \$600.00 in any calendar year.

Customer hereby requests that UI assist financially in connection with the installation work described in Schedule A of the Municipal Energy Opportunities Standard Agreement, at the service address listed below, pursuant to UI's terms and conditions applicable to the Energy Opportunities program. UI and the Customer agree that, in addition to any and all other terms and conditions of the Energy Opportunities program, upon the Customer or Contractor confirming completion of the installation work, and UI's post installation inspection and project verification as well as Customer's execution of an acknowledgement in the form attached hereto as Exhibit 2, UI will issue a check for all amounts approved by UI. The Customer shall be responsible for amounts, if any, in excess of amounts approved by UI and will pay such amounts directly to Contractor.

The Customer also agrees to pay UI the balance of the project cost or the pre-determined total amount as detailed below. The monthly payments will be included by UI on the Customer's regular electric service bill, and the first payment will be due on the first billing cycle following the processing of this agreement. In the event this account is finalized due to selling or closing the facility, the Customer will be required to pay the unpaid balance of this financing agreement within 30 days. By my signature below, I certify that I have read, understood and agree to the terms of this agreement.



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Financial Agreement Addendum

\$ 12,956.00 Total Cost	\$ 5,589.00 Incentive	\$.00 Co-Pay	\$ 7,367.00 Balance	\$ 153.48 Monthly Pymt.	48 Term
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Please Note: On the initial bill only, the total balance amount will be displayed with an equal amount as a credit. This is for accounting purposes only.

06-6001876

Federal Tax ID or Social Security #, Customer

100001054774

Contract Account #, Customer

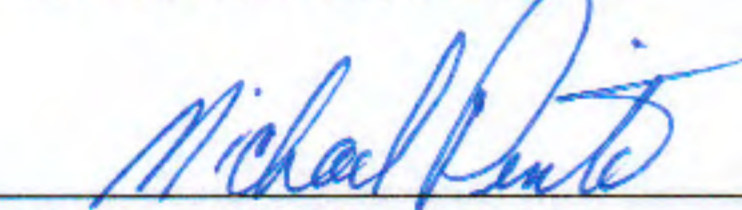
City of New Haven Public Schools

Account Name, Customer

Contact, Customer

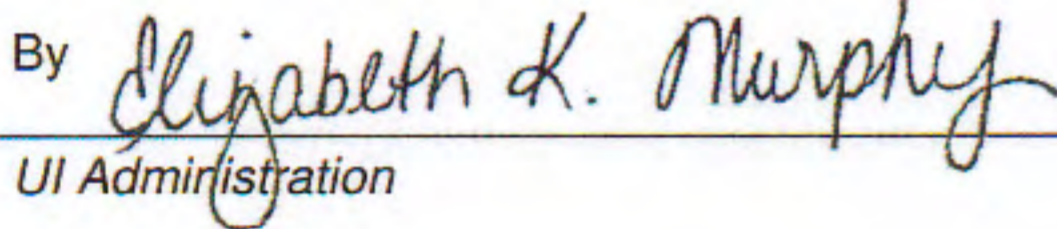
191 FOUNTAIN ST SCHOOL ; NEW HAVEN, CT 06515

Service Address, Customer



(Customer's Signature)

ACCEPTED: The United Illuminating Company

By 

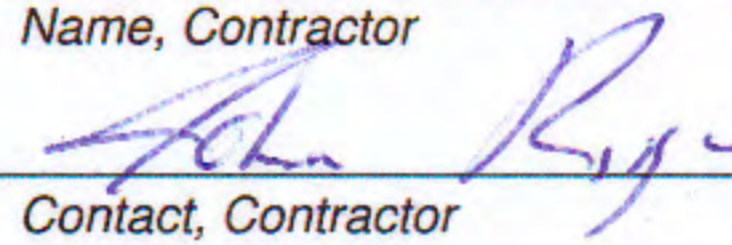
UI Administration

47-4512616

Federal Tax ID or Social Security #, Contractor

N-POWER

Name, Contractor



Contact, Contractor

Signature, Contractor

Address, Contractor

11/18/2020

(Date)

11/11/20

(Date)



ENERGY OPPORTUNITIES

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Municipal Energy Opportunities Standard Agreement

EXHIBIT 2

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

1. The ECMs (as defined in the MEO Agreement) installed by Installing Vendor (as defined in the MEO 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 Project Cost (as defined in Exhibit 1 of the MEO Agreement) to the Installing Vendor.

City of New Haven Public Schools

By: Michael Kuto

Its: Chief Operating Officer
Authorized Representative



EO Incentive Application Worksheet - Schedule A

Facility Name: <u>City of New Haven Public Schools</u>	Phone: <u>(475)220-1591/</u>
Service Address: <u>Fountain St 191</u>	Facility Use: _____
City: <u>New Haven</u> Zip: <u>06515</u>	Square Footage: <u>25,000</u>
Contact Person: _____	EO Rep: <u>Doucette, Michael</u>
Federal Tax I.D. No: <u>06-6001876</u>	EO Project No: <u>Rxij</u>

Bonus	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
Location: Deep Covid-19 Bonus				
Bonus amount: \$2,350.	1	\$0	0	\$0
Bonus total:		\$0	0	\$0

Custom Measure	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
Location: Ext Led				
NEW LED	1	\$12,956	-13,973	\$2,096
Custom Measure total:		\$12,956	-13,973	\$2,096

Mandatory Cap	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
Location: Project/taxid Level				
Mandatory Cap Adj.	1	\$0	0	\$0
Mandatory Cap Adjustment		\$0	0	\$0

Customer Application & Analysis -

In addition to the terms and conditions contained in UI's Standard Agreement and Schedule A, UI may require a thorough analysis of the demand and energy reduction potential, and the life expectancy of proposed Energy Conservation Measures (ECMs). UI may require the Customer to provide specifications, engineering data, or other reasonable information necessary to complete an independent analysis. UI reserves the right to accept, reject or modify any calculations based on UI's own analysis including but not limited to the incremental cost of energy or demand savings, actual energy savings, life of the ECM, and the cost of the ECM. UI's approved and unsigned proposal will remain valid for thirty (30) days. If proposal is not accepted during this period, account re-qualification will be required. UI will approve only those site-specific ECM's which it believes have cost effective energy and demand reduction potential. In any case, UI reserves sole discretion to approve or disapprove any proposed ECM.

Program Changes -

The Program's Terms and Conditions may be changed by UI at any time without notice. Pre- approved applications however will be processed to completion under the Terms and Conditions in effect at the time of UI pre-approval.

EO Incentive Application Worksheet - Schedule A

Summary Page of EO Schedule A of project Rxij as of 11/09/2020 05:21:05

Facility Name: City of New Haven Public Schools Phone: (475)220-1591/
Service Address: Fountain St 191 Facility Use: _____
City: New Haven Zip: 06515 Square Footage: 25,000
Contact Person: _____ EO Rep: Doucette, Michael
Federal Tax I.D. No: 06-6001876 EO Project No: Rxij

TOTAL COST:	\$12,956
TOTAL SAVINGS:	\$2,096
TOTAL INCENTIVES:	<u>EKM</u> \$5,589
MONTHLY PAYMENT:	48 @ \$153.48

Customer or Customer's agent name (print):

Michael Pinto, NHPS chief operating officer

Customer or Customer's agent Signature:

Michael Pinto

Title

Chief operating officer

Date

11/8/2020

I authorize UI to issue the incentive check, for the above amount, to

N-POWER

(the installing contractor, facility owner or other).

Customer or Customer's agent Signature

Date

ENERGY OPPORTUNITIES

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Municipal Energy Opportunities Standard Agreement

This Agreement is entered into by and between The United Illuminating Company ("UI") and City of New Haven Public Schools ("Customer"), pertaining to the building to be retrofitted at FOOTE ST 55 ; NEW HAVEN, CT (the "Facility"), **MEO Project # Rxit**, by _____ (the "Installing Vendor"). The Effective Date of this Agreement is the date that this Agreement is signed by both Customer and UI, subject to Section 5(b)(i) hereof.

BASIC UNDERSTANDINGS

UI has a conservation program called Energy Opportunities which is designed for projects which "retrofit" existing systems with energy efficient alternatives. UI offers to pay incentives to eligible Customers who retrofit existing systems with 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 Standard Incentives and any applicable Bonus Incentives by UI to a Customer under the Energy Opportunities 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 Municipality (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 ECMs 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. UI assumes no responsibility or liability whatsoever with respect to Customer's selection of the Installing Vendor, the Installing Vendor's installation of the ECMs 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 to participate in the Energy Opportunities program.

2. INCENTIVES

- a. Subject to the terms and conditions contained herein, UI will pay incentives to Customers for the installation of Energy Conservation Measures (ECMs) as specified in the attached Schedule A, incorporated herein by reference.
- b. ECMs are those conservation measures that are consistent with UI's desire to achieve energy conservation and load management, and that are approved by UI in advance and in its sole discretion as set forth herein.
- c. Customer understands and agrees that incentive schedules for which Customer may be eligible vary based upon the classification of customers.
- d. ECMs are not eligible for incentives from the Energy Opportunities program if the Customer has received incentives for that specific ECM under any other UI incentive program.

3. PRE-APPROVAL & PRE-INSTALLATION SURVEY

- a. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentive to Customer hereunder unless UI pre-approves in its sole discretion each ECM that has been proposed by the Customer and/ or (as determined by UI) completes a satisfactory pre-installation survey of the Customer's Facility.
- b. UI reserves the right, in its sole discretion, to approve or dis-approve any proposed ECM. Any failure to approve any and all ECMs shall not under any circumstances constitute approval by UI of such ECMs.



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- c. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentives unless the Customer commits to installing the ECM(s) evidenced by its execution and delivery of this Agreement, including Schedule A and complying with all of the terms and conditions contained in this Agreement including but not limited to the timeframe described in Paragraph 5, section b.

4. CUSTOMER APPLICATION & ANALYSIS

- a. The Customer agrees to comply with the steps outlined in Paragraph 5, section b.
- b. In addition to the execution and delivery of this Agreement, including Schedule A, UI may in its sole discretion, require Customer to perform or cause to be performed a thorough analysis of the demand and energy reduction potential and life expectancy of the proposed ECMs ("Analysis"). In some cases, UI may require, in its sole discretion, that a licensed or certified energy professional or engineer prepare this Analysis. Customer shall provide to UI specifications, engineering data or other reasonable information necessary for the completion of such Analysis of the proposed ECM.
- c. UI will review the Customer's Application and Analysis (if applicable) to determine the potential for reducing energy consumption at the Facility via the ECMs. UI reserves the right, in its sole discretion to accept, reject, or modify any calculations set forth in the Application and Analysis (if applicable) based on UI's own analysis of the ECMs, including but not limited to the incremental cost of energy and demand savings, actual energy savings, life expectancy of the ECM, and the cost of the ECM.
- d. UI reserves the right to approve only those site-specific ECMs that UI believes have cost effective energy reduction potential. In any case, UI reserves sole discretion to approve or disapprove each proposed ECM in its sole discretion.

5. CANCELLATION

- 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 without notice to the Customer if any of the following conditions exist:
 - i. the Customer fails to sign the Standard Agreement and Schedule A within 30 Business days of UI's approval date. For the sake of clarity, any Standard Agreement signed by Customer after such 30 Business Days shall automatically be void and of no force and effect;
 - ii. the Customer fails to initiate installation or construction of the project within 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 with 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 installation of the ECMs within 10 months of UI's approval date;
 - v. the Customer has not submitted an acceptable written explanation outlining the reasons why the construction process has not been completed within 10 months of the approval date. These situations will be subject to UI review on an individual basis.
- c. Upon cancellation of this Agreement by either Party, Customer will reimburse UI within 30 Business Days for any and all payments made by UI to Customer under this Agreement.
- d. If Customer does not install all of the ECMs listed in Schedule A, UI may, in its sole discretion, adjust the incentives for which the Customer is eligible according to the criteria and participation requirements of the Energy Opportunities program.

6. POST-INSTALLATION VERIFICATION

- a. UI will pay incentives to Customer only after UI has performed to its sole satisfaction a post-installation inspection of the Facility and the ECMs. 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.
- b. If as a result of UI's post-installation inspection, UI determines that the ECMs installed at the Facility were not installed in a manner that is consistent with the purpose of achieving energy savings, the Customer shall make modifications as determined to be necessary by UI in order to ensure achievement of energy savings. A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.



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- c. If as a result of UI's post-installation inspection, UI determines that the operation of any equipment installed in connection with Customer's participation in the Energy Opportunities program is not consistent with generally accepted industry standards and practices, including, where applicable, state or federal building code mandates, environmental regulations, and current standards published or otherwise recognized by the American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") for the operation of Heating, Ventilation, and Air Conditioning ("HVAC") units, Customer shall make modifications as determined to be necessary by UI to ensure compliance with such applicable standard(s). A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.

7. MONITORING & VERIFICATION

- a. UI reserves the right to continue to monitor any or all proposed and installed ECMs for the purpose of determining the actual value of energy reduction.
- b. Customer agrees to grant UI access at all reasonable times to the Facility for the purpose of examining and monitoring proposed and installed ECMs. The results of this monitoring will not affect any payments already received by Customer hereunder, except for such payments that are required to be reimbursed by Customer pursuant to the terms and conditions contained in this Agreement.
- c. Customer understands and agrees that UI reserves the right to decrease any unpaid incentive amounts for which Customer is eligible hereunder if, based on the results of UI's on-site monitoring and verification, UI determines in its sole discretion that less than the proposed ECM savings are likely to result via the ECMs.

8. INCENTIVE AMOUNTS

- a. Any incentive amounts requested by 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 Customer.
- b. UI reserves the right to modify any program incentives for which Customer is eligible hereunder and the incentive structure at anytime 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 of all of its terms and conditions.
- d. The dollar amount of the incentive available to Customer pursuant to this Agreement is calculated by UI based on UI's understanding of the total project cost of the installation of the ECMs at Customer's Facility ("UI Total Project Cost") as supplied by Customer or the installing Vendor. In the event that the actual project cost is lower than the UI Total Project Cost for any reason, including but not limited to the availability of any and all state, federal or local tax rebates that may be applicable to the Customer's installation of the ECMs at the Facility, and/or any and all rebates, incentives, credits or adjustments of any nature that Installing Vendor provides to Customer and which lowers the UI Total Project Cost, then Customer shall promptly provide UI with written notice of the same and UI reserves the right, in its sole discretion, to recalculate the dollar amount of the incentive available to Customer under this Agreement based on the actual project costs and such recalculated incentive amount shall be the incentive available to Customer under this Agreement. In the event that UI has already provided Customer with an incentive payment based on the UI Total Project Cost prior to UI's receipt of notice from Customer of an actual project cost that is lower than the UI Total Project Cost, UI may require Customer to refund the difference between the incentive paid by UI to Customer and the incentive that results from UI's incentive recalculation based on the actual project cost. Any such refund shall be made by Customer within thirty (30) days after written demand of the same from UI.

9. COMPREHENSIVE PROJECTS

- a. Comprehensive projects may be eligible for bonus incentives only if specific funding is available and approved.
- b. Comprehensive projects may include energy savings from other fuel sources. However the value of the incentive will be based entirely on the electric energy savings components.
- c. Projects are considered comprehensive if they consist of two (2) or more end uses and at least one (1) measure per end use. Projects consisting of multiple measures per end use are eligible provided that the project consists of at least 2 end uses and meet the criteria in Paragraph 9 (d, e) below.
- d. No one end use can have 85% or more of the value of the project's energy savings or peak summer demand reduction.



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- e. The remaining enduse(s) must account for at least 15% of the value of the project's energy savings or peak summer demand reduction (based on the cumulative total of the remaining enduse(s)).
- f. Each Measure will be reviewed independently to determine the applicability of the EO program incentives based on the Energy Opportunities Incentive guidelines.
- g. If the project is modified to where the project does not meet the comprehensive criteria then the incentive is calculated on the individual merits of the Measures due to scope changes and/or measures.
- h. The project must have all Measures installed within a reasonable time frame to receive the comprehensive incentive. A reasonable timeframe is defined in Paragraph 5(b) above. UI reserves the right to modify the definition of a "reasonable time frame" based on the project. In the event, the scope of the project changes, the incentive amount will be calculated on the merits of the remaining individual measures.
- i. Projects will be reviewed on a case-by-case basis

10. MULTIPLE FUEL or NON-ELECTRIC ECMs

UI reserves the right in its sole discretion (but in no event is obligated) to pay incentives for any energy saving non-electric ECM.

11. ECM INSTALLATION COST

- a. Customer shall supply UI with copies of all appropriate paperwork that documents that the construction or installation process has been initiated (such as a purchase order, bid document, contract etc. and any other documentation as requested by UI).
- b. Customer shall supply UI with copies of all paid invoices (including all materials, labor, and equipment discounts) reflecting the actual costs of design engineering, purchasing, and installing the ECMs, along with costs for demolition and disposal of materials. UI may also request and Customer shall supply UI with other reasonable documentation or verification of the Customer's actual cost for purchasing and installing the ECM. Incentives are applicable to and available with respect to incentives for ECM installation costs only those ECMs that are actually installed and Customer is eligible for incentives for ECM installation costs only to the extent that the costs are deemed reasonable by UI in its sole discretion. Costs for financing, extra equipment, spare parts, inventoried items, painting, and any other non-installed materials are not eligible for UI reimbursement under this Agreement.

12. PAYMENT

- a. Incentive payments will be made by UI within 60 days after UI has completed a post-installation verification of ECM installations and the actual costs thereof to its sole satisfaction. UI may also arrange with Customer to make incentive payments in installments. 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.
- b. If Customer has an established UI account, it may request that the incentive amount applicable to it under this Agreement be paid in the form of a credit to the Customer's electric bill by designating the method of payment on the Schedule A at the time of entering into this Agreement.
- c. The Customer understands and acknowledges that UI shall pay the incentives from the Energy 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.

13. PERFORMANCE CONTRACTING

If the ECMs are being installed by a third party under a performance contract arrangement, UI reserves the right to determine the cost of purchasing and installing the ECMs as the costs actually incurred by the third party or in UI's sole discretion based upon UI's experiences with similar ECMs in other Customers' facilities.



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14. FINANCING OPTION

- a. Third party financing for the ECMs 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 Simple Payback Period greater than 1.5 years but less than 7 years. Simple Payback Period means the total cost of the project divided by the estimated annual energy savings of the project through its first year of operation.
 - (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, specifically the Municipal loan with on-bill repayment.
 - (iv) The project is not a federal government or agency project.
 - (v) The project includes only 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 energy savings 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, 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.

15. ECM MAINTENANCE

- a. In order to maintain the estimated energy savings benefit derived by UI for ten (10) years from the date of installation of the applicable ECMs, Customer agrees to repair or replace the ECMs periodically, using energy saving equipment similar or superior to the equipment that was installed originally. If Customer's performance of this provision proves to be impossible or



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impracticable, Customer shall, within ten (10) days of its determination of its inability to perform, notify UI promptly of its inability to perform and in such an event, UI may, at its sole and full discretion, require Customer to promptly reimburse UI for a prorated portion of all incentives and installation cost reimbursement paid under this Agreement subject to interest charges set forth in Paragraph 15(c) below.

- b. If UI in its sole discretion deems it appropriate, to ensure the efficiency gained through incentives paid by in connection with this Agreement, UI may require the Customer to maintain a service contract with a vendor acceptable to UI for the term of this Agreement, or another term determined by UI to be applicable to the specific ECM installed.
- c. Neither Customer nor its agents, contractors, or subcontractors shall knowingly circumvent the net energy performance of ECMs or related systems installed pursuant to this Agreement. In the event of a breach of this provision, UI will require Customer to reimburse in full all of the incentives and installation cost reimbursement paid for these ECMs. All Customer reimbursements to UI will include interest accrued from the date of receipt of the incentive by the Customer, at the annual rate of eight percent (8%).

16. LIMITATION OF LIABILITY

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 retrofitting of the Facility, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by UI. UI's liability under this Agreement shall be limited to paying the incentives specified for the ECMs 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.

17. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless, the UI, from any and 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 Customer's 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, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this Agreement.

18. 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 retrofitting of the Facility or installation of any or all of the individual ECMs or equipment is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized by ASHRAE for HVAC units.
- b. Customer understands and agrees that UI does not represent, warrant, or guarantee the product or service of any particular vendor, manufacturer, contractor, or subcontractor. Customer further understands and agrees that UI does not represent, warrant or guarantee the safety of the ECMs or that the installation of any ECMs pursuant to this Agreement will result in any level of energy savings or result in any measurable energy related benefit.

19. 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.

20. LIMITED SCOPE of REVIEW

UI's scope of review for purposes of this Agreement is limited to determining if the design and installation of the ECMs have met the program conditions. UI does not include any kind of safety or performance review of any equipment installed or serviced in connection with this Agreement or any planned or installed ECMs, including, without limitation, any compliance by HVAC units with current standards published or otherwise recognized by ASHRAE



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21. OBLIGATION TO INSTALL

This Agreement does not obligate Customer to install any of the ECMs that have been approved by UI. However, if Customer, subsequent to such approval, elects to install the ECMs, the terms and conditions of this Agreement shall govern the payment of incentives and the maintenance of the ECMs at the Facility.

22. PROGRAM CHANGES

UI reserves the right to cancel or change the Energy Opportunities program at any time without prior notice to Customer. Except as otherwise provided in this Agreement, all fully executed agreements that are in compliance with the terms and conditions contained herein will be processed to completion under the terms and conditions of the Energy Opportunities program in effect on the Effective Date.

23. PAYMENTS ASSIGNED TO CONTRACTORS

- a. UI Customers may designate in writing the Customer's Installing Vendor 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.
- b. In addition to the requirements set forth in Paragraph 23 (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 23 a and b) above, if Customer assigns the incentives and/or installation cost reimbursements to the Installing Vendor, 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.

24. 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.

25. BALLAST & LAMP DISPOSAL

Customer agrees to comply with all laws and regulations promulgated by the State of CT Department of Environmental Protection and all other applicable laws, rules and regulations relating to the proper disposal of fluorescent lamps and PCB ballasts. The costs incurred by Customer in connection with the disposal of fluorescent lamps and PCB ballasts may be included in Customer's calculation of costs for installing the ECMs. Customer must provide to UI documentation acceptable to UI that verifies the proper disposal of all hazardous materials.

26. 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 ECMs 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.

27. 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



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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.

28. 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

29. MISCELLANEOUS

- a. The term of this Municipal Energy Opportunities Agreement will commence as of the Effective Date and continue for ten (10) years from date of the first payment made by UI to Customer pursuant to Paragraph 11 above unless sooner terminated as provided for herein.
- b. Customer understands that UI is willing to pay the Energy Opportunities incentives based on the long-term value of the energy reductions to UI.
- c. If at any time during the term of this Agreement, and during which time the Facility is occupied by the Customer, or any affiliate of the Customer, the operation of the Facility is modified so as to diminish the value of the energy efficient measures, UI may require reimbursement by Customer of all or a prorated percentage of the Energy Opportunities incentives and installation cost reimbursements paid by UI to Customer hereunder.
- d. Where Customer has installed or modified any HVAC unit in connection with Customer's participation in the Energy Opportunities Program, Customer shall, prior to UI's payment of an incentive, provide UI with a written statement confirming that such HVAC unit meets or exceeds the current standards for the operation of such HVAC unit as recognized by ASHRAE. Customer's failure to provide such written confirmation shall result in UI's withholding of any and all incentives for which Customer is eligible for hereunder until such failure is corrected.
- e. During the term of this Agreement, 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 incentives paid by UI to the Customer under this Agreement.
- f. 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.
- g. 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.
- h. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- i. 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 dated delivered.
- j. 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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- k. 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.
- l. 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.
- m. This Agreement, including all schedules attached hereto, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- n. A "Business Day" as used in this Agreement is a day for which commercial banks are open for business in Connecticut

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: Michael Pinto
(print)
Name: Michael Pinto
(sign)

Title: Chief Operating Officer Date: 11/18/2020

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 11/09/2020

By: Elizabeth K. Murphy
Title: Supervisor, C&LM Date: 11/11/20



Municipal Energy Opportunities Standard Agreement

EXHIBIT 1

AGREEMENT REGARDING City of New Haven Public Schools MUNICIPAL ENERGY OPPORTUNITIES STANDARD AGREEMENT

This Agreement regarding City of New Haven Public Schools Municipal Energy Opportunities Standard Agreement Project #Rxit ("Agreement") is entered into this 09 day of November, 2020 ("Effective Date") by and among The United Illuminating Company ("UI"), and _____.

WIT N E S S E T H :

WHEREAS, the City of New Haven Public Schools ("Customer") entered into a certain Municipal Energy Opportunities Standard Agreement with UI with an effective date of 11/09/2020 ("MEO Agreement"), which MEO Agreement is attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the MEO Agreement governs the Customer's participation in the Municipal Energy Opportunities program ("Program") and certain energy efficient retrofits ("Retrofits") to a certain building located at FOOTE ST 55 ; NEW HAVEN, CT (the "Facility" as defined in the MEO Agreement) to be performed by _____ (or "Installing Vendor" as defined in the Agreement); and

WHEREAS, the MEO Agreement (along with its attachments and exhibits including a Financial Agreement Addendum) sets forth (i) a total project cost of \$ 92,337.00 ("Total Project Cost"), (ii) an incentive of \$ 37,550.00 ("Incentive") and (iii) a balance of \$ 54,787.00 ("Balance"); and

WHEREAS, pursuant to the MEO Agreement, the Balance is to be repaid by Customer via monthly payments of \$ 1,141.40 on Customer's UI electric service bills for a period of Forty Eight (48) months; and

WHEREAS, the Program and MEO Agreement contemplates that the Customer will (i) receive a payment from UI in an amount equal to the Total Project Cost (ii) pay the Installing Vendor the Total Project Cost and (iii) make the monthly payments as set forth in the MEO Agreement until the Balance is paid in full; and

WHEREAS, the Customer is solely responsible for securing an installing vendor and paying the Installing Vendor in connection with its Program project; and

WHEREAS, the Customer has requested that UI pay the Total Project Cost directly to the Installing Vendor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Customer, UI and Installing Vendor agree as follows:

1. Payment of Total Project Cost. Subject to the terms and conditions contained in this letter agreement, UI agrees to pay the Total Project Cost directly to the Installing Vendor.



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2. Payment of Balance. Customer agrees to pay to UI an amount equal to the Balance, which Balance will be paid to UI monthly as part of Customer's UI electric service bill over a period of **Forty Eight (48)** and in monthly payment amounts of \$ **1,141.40**.
3. Relationship of Parties. The Parties acknowledge and agree that (i) Customer has contracted Installing Vendor to perform the energy efficient retrofits, (ii) Installing Vendor is solely responsible for the installation of the energy retrofits at the Facility, (iii) in connection with the Program, the MEO Agreement, and this Agreement, UI's sole responsibility is as an administrator of the Connecticut Energy Efficiency Fund, (iv) neither Customer nor Installing Vendor shall hold UI responsible in any way for the Retrofits at the Facility in connection with the Program and MEO Agreement, including but not limited to their installation, operation and maintenance, and (v) Installing Vendor agrees to indemnify, defend and hold UI, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents harmless from and against any and all suits, claims, and proceedings resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees, which arise out of or relate to the Installing Vendor's installation of the Retrofits at the Facility.
4. MEO Agreement. Except as expressly modified herein, all of the terms and conditions contained in the MEO Agreement remain in full force and effect.

IN WITNESS WHEREOF, UI, Customer and Installing Vendor have each caused this Agreement to be executed in its name by one of its officers thereunto duly authorized as of the Effective Date.

CUSTOMER:

By: Michael Piroty
(print)
Name: Michael Piroty Title: Chief Operating Officer Date: 11/18/2020
(sign)

INSTALLING VENDOR: N-Power

By: John Riga
(print)
Name: John Riga Title: Owner Date: 11/18/20
(sign)

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 11/09/2020



Financial Agreement Addendum

This Financial Agreement which forms part of the Municipal Energy Opportunities Standard Agreement and is effective as of the date signed by all parties below (the "Effective Date") is entered into by and between The United Illuminating Company ("UI") and **City of New Haven Public Schools** (the "Customer"), pertaining to the building to be retrofitted at **FOOTE ST 55 ; NEW HAVEN, CT** (the "Facility"), **Municipal Energy Opportunities** Project # **Rxit**.

The Customer agrees that UI makes no warranties, expressed or implied, regarding the serviceability of any products installed or purchased in connection with the Facility retrofit. The Customer also agrees that it is solely responsible for selecting and contracting with the contractor who will be performing the Facility retrofit, which contractor is identified below ("Contractor"). The Customer and Contractor (as evidenced by Contractor's signature below) each agree to indemnify and hold harmless UI and its officers, directors, employees of affiliates thereof, from any damages, fines, settlements or judgments which directly arise from or are caused by the wrongful, or negligent acts or omissions of any party in the conduct or performance of the Facility retrofit by the Contractor. The Customer shall specifically indemnify and hold harmless, UI with respect to all work contracted for between the Customer and the Contractor, and from any damages, fines, settlements or judgments which directly arise from or are caused by the acts or omissions of the Contractor.

The Customer understands and agrees that UI will not be responsible for any tax liability imposed on the Customer as a result of its participation in the Energy Opportunities program. Customer/Vendor must supply its Federal Tax Identification Numbers or Social Security Number as they are required for distribution of UI incentives. UI will issue a 1099 form to each non-incorporated customer receiving an aggregate incentive payment in excess of \$600.00 in any calendar year.

Customer hereby requests that UI assist financially in connection with the installation work described in Schedule A of the Municipal Energy Opportunities Standard Agreement, at the service address listed below, pursuant to UI's terms and conditions applicable to the Energy Opportunities program. UI and the Customer agree that, in addition to any and all other terms and conditions of the Energy Opportunities program, upon the Customer or Contractor confirming completion of the installation work, and UI's post installation inspection and project verification as well as Customer's execution of an acknowledgement in the form attached hereto as Exhibit 2, UI will issue a check for all amounts approved by UI. The Customer shall be responsible for amounts, if any, in excess of amounts approved by UI and will pay such amounts directly to Contractor.

The Customer also agrees to pay UI the balance of the project cost or the pre-determined total amount as detailed below. The monthly payments will be included by UI on the Customer's regular electric service bill, and the first payment will be due on the first billing cycle following the processing of this agreement. In the event this account is finalized due to selling or closing the facility, the Customer will be required to pay the unpaid balance of this financing agreement within 30 days. By my signature below, I certify that I have read, understood and agree to the terms of this agreement.



ENERGY OPPORTUNITIES

1-877-WISE USE

Financial Agreement Addendum

\$ 92,337.00 Total Cost	\$ 37,550.00 Incentive	\$.00 Co-Pay	\$ 54,787.00 Balance	\$ 1,141.40 Monthly Pymt.	48 Term
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Please Note: On the initial bill only, the total balance amount will be displayed with an equal amount as a credit. This is for accounting purposes only.

06-6001876

Federal Tax ID or Social Security #, Customer

100001054326

Contract Account #, Customer

City of New Haven Public Schools

Account Name, Customer

Michael Pinta chief operating officer

Contact, Customer

55 FOOTE ST ; NEW HAVEN, CT 06511

Service Address, Customer

Michael Pinta

(Customer's Signature)

ACCEPTED: The United Illuminating Company

By Elizabeth K. Murphy

UI Administration

47-4512616

Federal Tax ID or Social Security #, Contractor

Npower

Name, Contractor

John Ryan

Contact, Contractor

Signature, Contractor

Address, Contractor

11/18/2020

(Date)

11/11/20

(Date)



ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

EXHIBIT 2

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

1. The ECMs (as defined in the MEO Agreement) installed by Installing Vendor (as defined in the MEO 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 Project Cost (as defined in Exhibit 1 of the MEO Agreement) to the Installing Vendor.

City of New Haven Public Schools

By: Michael...

Its: Chief operating Officer
Authorized Representative



EO Incentive Application Worksheet - Schedule A

Facility Name: <u>City of New Haven Public Schools</u>	Phone: <u>(475)220-1591/</u>
Service Address: <u>FOOTE ST 55</u>	Facility Use: _____
City: <u>New Haven</u> Zip: <u>06511</u>	Square Footage: <u>25,000</u>
Contact Person: _____	EO Rep: <u>Doucette, Michael</u>
Federal Tax I.D. No: <u>06-6001876</u>	EO Project No: <u>Rxit</u>

Bonus	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
Location: Deep Covid-19 Bonus				
<i>Bonus amount: \$14,466.</i>	1	\$0	0	\$0
Bonus total:		\$0	0	\$0

Custom Measure	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
Location: Int Led				
<i>NEW LED</i>	1	\$92,337	-93,874	\$14,081
Custom Measure total:		\$92,337	-93,874	\$14,081

Mandatory Cap	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
Location: Project/taxid Level				
<i>Mandatory Cap Adj.</i>	1	\$0	0	\$0
Mandatory Cap Adjustment		\$0	0	\$0

Customer Application & Analysis -
 In addition to the terms and conditions contained in UI's Standard Agreement and Schedule A, UI may require a thorough analysis of the demand and energy reduction potential, and the life expectancy of proposed Energy Conservation Measures (ECMs). UI may require the Customer to provide specifications, engineering data, or other reasonable information necessary to complete an independent analysis. UI reserves the right to accept, reject or modify any calculations based on UI's own analysis including but not limited to the incremental cost of energy or demand savings, actual energy savings, life of the ECM, and the cost of the ECM. UI's approved and unsigned proposal will remain valid for thirty (30) days. If proposal is not accepted during this period, account re-qualification will be required. UI will approve only those site-specific ECM's which it believes have cost effective energy and demand reduction potential. In any case, UI reserves sole discretion to approve or disapprove any proposed ECM.

Program Changes -
 The Program's Terms and Conditions may be changed by UI at any time without notice. Pre- approved applications however will be processed to completion under the Terms and Conditions in effect at the time of UI pre-approval.

EO Incentive Application Worksheet - Schedule A

Summary Page of EO Schedule A of project Rxit as of 11/09/2020 01:42:29

Facility Name:	<u>City of New Haven Public Schools</u>	Phone:	<u>(475)220-1591/</u>
Service Address:	<u>FOOTE ST 55</u>	Facility Use:	<u></u>
City:	<u>New Haven</u>	Zip:	<u>06511</u>
Contact Person:	<u></u>	Square Footage:	<u>25,000</u>
Federal Tax I.D. No:	<u>06-6001876</u>	EO Rep:	<u>Doucette, Michael</u>
		EO Project No:	<u>Rxit</u>

TOTAL COST:		\$92,337
TOTAL SAVINGS:		\$14,081
TOTAL INCENTIVES:	<i>EKM</i>	\$37,550
MONTHLY PAYMENT:	48 @	\$1,141.40

Customer or Customer's agent name (print): Michael Pinto, NHPS

Customer or Customer's agent Signature: Michael Pinto

Title chief operating officer Date 11/18/2020

I authorize UI to issue the incentive check, for the above amount, to _____
(the installing contractor, facility owner or other).

Customer or Customer's agent Signature

Date

ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

This Agreement is entered into by and between The United Illuminating Company ("UI") and

City of New Haven Public Schools ("Customer"), pertaining to the building to be retrofitted at

MITCHELL DR 181 ; NEW HAVEN, CT (the "Facility"), **MEO Project # Rxiy**, by

_____ (the "Installing Vendor"). The Effective Date of this Agreement is the date that this Agreement is signed by both Customer and UI, subject to Section 5(b)(i) hereof.

BASIC UNDERSTANDINGS

UI has a conservation program called Energy Opportunities which is designed for projects which "retrofit" existing systems with energy efficient alternatives. UI offers to pay incentives to eligible Customers who retrofit existing systems with 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 Standard Incentives and any applicable Bonus Incentives by UI to a Customer under the Energy Opportunities 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 Municipality (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 ECMs 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. UI assumes no responsibility or liability whatsoever with respect to Customer's selection of the Installing Vendor, the Installing Vendor's installation of the ECMs 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 to participate in the Energy Opportunities program.

2. INCENTIVES

- a. Subject to the terms and conditions contained herein, UI will pay incentives to Customers for the installation of Energy Conservation Measures (ECMs) as specified in the attached Schedule A, incorporated herein by reference.
- b. ECMs are those conservation measures that are consistent with UI's desire to achieve energy conservation and load management, and that are approved by UI in advance and in its sole discretion as set forth herein.
- c. Customer understands and agrees that incentive schedules for which Customer may be eligible vary based upon the classification of customers.
- d. ECMs are not eligible for incentives from the Energy Opportunities program if the Customer has received incentives for that specific ECM under any other UI incentive program.

3. PRE-APPROVAL & PRE-INSTALLATION SURVEY

- a. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentive to Customer hereunder unless UI pre-approves in its sole discretion each ECM that has been proposed by the Customer and/ or (as determined by UI) completes a satisfactory pre-installation survey of the Customer's Facility.
- b. UI reserves the right, in its sole discretion, to approve or dis-approve any proposed ECM. Any failure to approve any and all ECMs shall not under any circumstances constitute approval by UI of such ECMs.



ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

- c. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentives unless the Customer commits to installing the ECM(s) evidenced by its execution and delivery of this Agreement, including Schedule A and complying with all of the terms and conditions contained in this Agreement including but not limited to the timeframe described in Paragraph 5, section b.

4. CUSTOMER APPLICATION & ANALYSIS

- a. The Customer agrees to comply with the steps outlined in Paragraph 5, section b.
- b. In addition to the execution and delivery of this Agreement, including Schedule A, UI may in its sole discretion, require Customer to perform or cause to be performed a thorough analysis of the demand and energy reduction potential and life expectancy of the proposed ECMs ("Analysis"). In some cases, UI may require, in its sole discretion, that a licensed or certified energy professional or engineer prepare this Analysis. Customer shall provide to UI specifications, engineering data or other reasonable information necessary for the completion of such Analysis of the proposed ECM.
- c. UI will review the Customer's Application and Analysis (if applicable) to determine the potential for reducing energy consumption at the Facility via the ECMs. UI reserves the right, in its sole discretion to accept, reject, or modify any calculations set forth in the Application and Analysis (if applicable) based on UI's own analysis of the ECMs, including but not limited to the incremental cost of energy and demand savings, actual energy savings, life expectancy of the ECM, and the cost of the ECM.
- d. UI reserves the right to approve only those site-specific ECMs that UI believes have cost effective energy reduction potential. In any case, UI reserves sole discretion to approve or disapprove each proposed ECM in its sole discretion.

5. CANCELLATION

- 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 without notice to the Customer if any of the following conditions exist:
 - i. the Customer fails to sign the Standard Agreement and Schedule A within 30 Business days of UI's approval date. For the sake of clarity, any Standard Agreement signed by Customer after such 30 Business Days shall automatically be void and of no force and effect;
 - ii. the Customer fails to initiate installation or construction of the project within 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 installation of the ECMs within 10 months of UI's approval date;
 - v. the Customer has not submitted an acceptable written explanation outlining the reasons why the construction process has not been completed within 10 months of the approval date. These situations will be subject to UI review on an individual basis.
- c. Upon cancellation of this Agreement by either Party, Customer will reimburse UI within 30 Business Days for any and all payments made by UI to Customer under this Agreement.
- d. If Customer does not install all of the ECMs listed in Schedule A, UI may, in its sole discretion, adjust the incentives for which the Customer is eligible according to the criteria and participation requirements of the Energy Opportunities program.

6. POST-INSTALLATION VERIFICATION

- a. UI will pay incentives to Customer only after UI has performed to its sole satisfaction a post-installation inspection of the Facility and the ECMs. 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.
- b. If as a result of UI's post-installation inspection, UI determines that the ECMs installed at the Facility were not installed in a manner that is consistent with the purpose of achieving energy savings, the Customer shall make modifications as determined to be necessary by UI in order to ensure achievement of energy savings. A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.



Municipal Energy Opportunities Standard Agreement

- c. If as a result of UI's post-installation inspection, UI determines that the operation of any equipment installed in connection with Customer's participation in the Energy Opportunities program is not consistent with generally accepted industry standards and practices, including, where applicable, state or federal building code mandates, environmental regulations, and current standards published or otherwise recognized by the American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") for the operation of Heating, Ventilation, and Air Conditioning ("HVAC") units, Customer shall make modifications as determined to be necessary by UI to ensure compliance with such applicable standard(s). A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.

7. MONITORING & VERIFICATION

- a. UI reserves the right to continue to monitor any or all proposed and installed ECMs for the purpose of determining the actual value of energy reduction.
- b. Customer agrees to grant UI access at all reasonable times to the Facility for the purpose of examining and monitoring proposed and installed ECMs. The results of this monitoring will not affect any payments already received by Customer hereunder, except for such payments that are required to be reimbursed by Customer pursuant to the terms and conditions contained in this Agreement.
- c. Customer understands and agrees that UI reserves the right to decrease any unpaid incentive amounts for which Customer is eligible hereunder if, based on the results of UI's on-site monitoring and verification, UI determines in its sole discretion that less than the proposed ECM savings are likely to result via the ECMs.

8. INCENTIVE AMOUNTS

- a. Any incentive amounts requested by 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 Customer.
- b. UI reserves the right to modify any program incentives for which Customer is eligible hereunder and the incentive structure at anytime 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 of all of its terms and conditions.
- d. The dollar amount of the incentive available to Customer pursuant to this Agreement is calculated by UI based on UI's understanding of the total project cost of the installation of the ECMs at Customer's Facility ("UI Total Project Cost") as supplied by Customer or the installing Vendor. In the event that the actual project cost is lower than the UI Total Project Cost for any reason, including but not limited to the availability of any and all state, federal or local tax rebates that may be applicable to the Customer's installation of the ECMs at the Facility, and/or any and all rebates, incentives, credits or adjustments of any nature that Installing Vendor provides to Customer and which lowers the UI Total Project Cost, then Customer shall promptly provide UI with written notice of the same and UI reserves the right, in its sole discretion, to recalculate the dollar amount of the incentive available to Customer under this Agreement based on the actual project costs and such recalculated incentive amount shall be the incentive available to Customer under this Agreement. In the event that UI has already provided Customer with an incentive payment based on the UI Total Project Cost prior to UI's receipt of notice from Customer of an actual project cost that is lower than the UI Total Project Cost, UI may require Customer to refund the difference between the incentive paid by UI to Customer and the incentive that results from UI's incentive recalculation based on the actual project cost. Any such refund shall be made by Customer within thirty (30) days after written demand of the same from UI.

9. COMPREHENSIVE PROJECTS

- a. Comprehensive projects may be eligible for bonus incentives only if specific funding is available and approved.
- b. Comprehensive projects may include energy savings from other fuel sources. However the value of the incentive will be based entirely on the electric energy savings components.
- c. Projects are considered comprehensive if they consist of two (2) or more end uses and at least one (1) measure per end use. Projects consisting of multiple measures per end use are eligible provided that the project consists of at least 2 end uses and meet the criteria in Paragraph 9 (d, e) below.
- d. No one end use can have 85% or more of the value of the project's energy savings or peak summer demand reduction.



Municipal Energy Opportunities Standard Agreement

- e. The remaining enduse(s) must account for at least 15% of the value of the project's energy savings or peak summer demand reduction (based on the cumulative total of the remaining enduse(s)).
- f. Each Measure will be reviewed independently to determine the applicability of the EO program incentives based on the Energy Opportunities Incentive guidelines.
- g. If the project is modified to where the project does not meet the comprehensive criteria then the incentive is calculated on the individual merits of the Measures due to scope changes and/or measures.
- h. The project must have all Measures installed within a reasonable time frame to receive the comprehensive incentive. A reasonable timeframe is defined in Paragraph 5(b) above. UI reserves the right to modify the definition of a "reasonable time frame" based on the project. In the event, the scope of the project changes, the incentive amount will be calculated on the merits of the remaining individual measures.
- i. Projects will be reviewed on a case-by-case basis

10. MULTIPLE FUEL or NON-ELECTRIC ECMs

UI reserves the right in its sole discretion (but in no event is obligated) to pay incentives for any energy saving non-electric ECM.

11. ECM INSTALLATION COST

- a. Customer shall supply UI with copies of all appropriate paperwork that documents that the construction or installation process has been initiated (such as a purchase order, bid document, contract etc. and any other documentation as requested by UI).
- b. Customer shall supply UI with copies of all paid invoices (including all materials, labor, and equipment discounts) reflecting the actual costs of design engineering, purchasing, and installing the ECMs, along with costs for demolition and disposal of materials. UI may also request and Customer shall supply UI with other reasonable documentation or verification of the Customer's actual cost for purchasing and installing the ECM. Incentives are applicable to and available with respect to incentives for ECM installation costs only those ECMs that are actually installed and Customer is eligible for incentives for ECM installation costs only to the extent that the costs are deemed reasonable by UI in its sole discretion. Costs for financing, extra equipment, spare parts, inventoried items, painting, and any other non-installed materials are not eligible for UI reimbursement under this Agreement.

12. PAYMENT

- a. Incentive payments will be made by UI within 60 days after UI has completed a post-installation verification of ECM installations and the actual costs thereof to its sole satisfaction. UI may also arrange with Customer to make incentive payments in installments. 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.
- b. If Customer has an established UI account, it may request that the incentive amount applicable to it under this Agreement be paid in the form of a credit to the Customer's electric bill by designating the method of payment on the Schedule A at the time of entering into this Agreement.
- c. The Customer understands and acknowledges that UI shall pay the incentives from the Energy 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.

13. PERFORMANCE CONTRACTING

If the ECMs are being installed by a third party under a performance contract arrangement, UI reserves the right to determine the cost of purchasing and installing the ECMs as the costs actually incurred by the third party or in UI's sole discretion based upon UI's experiences with similar ECMs in other Customers' facilities.



Municipal Energy Opportunities Standard Agreement

14. FINANCING OPTION

- a. Third party financing for the ECMs 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 Simple Payback Period greater than 1.5 years but less than 7 years. Simple Payback Period means the total cost of the project divided by the estimated annual energy savings of the project through its first year of operation.
 - (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, specifically the Municipal loan with on-bill repayment.
 - (iv) The project is not a federal government or agency project.
 - (v) The project includes only 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 energy savings 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, 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.

15. ECM MAINTENANCE

- a. In order to maintain the estimated energy savings benefit derived by UI for ten (10) years from the date of installation of the applicable ECMs, Customer agrees to repair or replace the ECMs periodically, using energy saving equipment similar or superior to the equipment that was installed originally. If Customer's performance of this provision proves to be impossible or



Municipal Energy Opportunities Standard Agreement

impracticable, Customer shall, within ten (10) days of its determination of its inability to perform, notify UI promptly of its inability to perform and in such an event, UI may, at its sole and full discretion, require Customer to promptly reimburse UI for a prorated portion of all incentives and installation cost reimbursement paid under this Agreement subject to interest charges set forth in Paragraph 15(c) below.

- b. If UI in its sole discretion deems it appropriate, to ensure the efficiency gained through incentives paid by in connection with this Agreement, UI may require the Customer to maintain a service contract with a vendor acceptable to UI for the term of this Agreement, or another term determined by UI to be applicable to the specific ECM installed.
- c. Neither Customer nor its agents, contractors, or subcontractors shall knowingly circumvent the net energy performance of ECMs or related systems installed pursuant to this Agreement. In the event of a breach of this provision, UI will require Customer to reimburse in full all of the incentives and installation cost reimbursement paid for these ECMs. All Customer reimbursements to UI will include interest accrued from the date of receipt of the incentive by the Customer, at the annual rate of eight percent (8%).

16. LIMITATION OF LIABILITY

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 retrofitting of the Facility, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by UI. UI's liability under this Agreement shall be limited to paying the incentives specified for the ECMs 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.

17. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless, the UI, from any and 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 Customer's 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, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this Agreement.

18. 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 retrofitting of the Facility or installation of any or all of the individual ECMs or equipment is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized by ASHRAE for HVAC units.
- b. Customer understands and agrees that UI does not represent, warrant, or guarantee the product or service of any particular vendor, manufacturer, contractor, or subcontractor. Customer further understands and agrees that UI does not represent, warrant or guarantee the safety of the ECMs or that the installation of any ECMs pursuant to this Agreement will result in any level of energy savings or result in any measurable energy related benefit.

19. 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.

20. LIMITED SCOPE of REVIEW

UI's scope of review for purposes of this Agreement is limited to determining if the design and installation of the ECMs have met the program conditions. UI does not include any kind of safety or performance review of any equipment installed or serviced in connection with this Agreement or any planned or installed ECMs, including, without limitation, any compliance by HVAC units with current standards published or otherwise recognized by ASHRAE



Municipal Energy Opportunities Standard Agreement

21. OBLIGATION TO INSTALL

This Agreement does not obligate Customer to install any of the ECMs that have been approved by UI. However, if Customer, subsequent to such approval, elects to install the ECMs, the terms and conditions of this Agreement shall govern the payment of incentives and the maintenance of the ECMs at the Facility.

22. PROGRAM CHANGES

UI reserves the right to cancel or change the Energy Opportunities program at any time without prior notice to Customer. Except as otherwise provided in this Agreement, all fully executed agreements that are in compliance with the terms and conditions contained herein will be processed to completion under the terms and conditions of the Energy Opportunities program in effect on the Effective Date.

23. PAYMENTS ASSIGNED TO CONTRACTORS

- a. UI Customers may designate in writing the Customer's Installing Vendor 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.
- b. In addition to the requirements set forth in Paragraph 23 (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 23 a and b) above, if Customer assigns the incentives and/or installation cost reimbursements to the Installing Vendor, 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.

24. 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.

25. BALLAST & LAMP DISPOSAL

Customer agrees to comply with all laws and regulations promulgated by the State of CT Department of Environmental Protection and all other applicable laws, rules and regulations relating to the proper disposal of fluorescent lamps and PCB ballasts. The costs incurred by Customer in connection with the disposal of fluorescent lamps and PCB ballasts may be included in Customer's calculation of costs for installing the ECMs. Customer must provide to UI documentation acceptable to UI that verifies the proper disposal of all hazardous materials.

26. 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 ECMs 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.

27. 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



Municipal Energy Opportunities Standard Agreement

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.

28. 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

29. MISCELLANEOUS

- a. The term of this Municipal Energy Opportunities Agreement will commence as of the Effective Date and continue for ten (10) years from date of the first payment made by UI to Customer pursuant to Paragraph 11 above unless sooner terminated as provided for herein.
- b. Customer understands that UI is willing to pay the Energy Opportunities incentives based on the long-term value of the energy reductions to UI.
- c. If at any time during the term of this Agreement, and during which time the Facility is occupied by the Customer, or any affiliate of the Customer, the operation of the Facility is modified so as to diminish the value of the energy efficient measures, UI may require reimbursement by Customer of all or a prorated percentage of the Energy Opportunities incentives and installation cost reimbursements paid by UI to Customer hereunder.
- d. Where Customer has installed or modified any HVAC unit in connection with Customer's participation in the Energy Opportunities Program, Customer shall, prior to UI's payment of an incentive, provide UI with a written statement confirming that such HVAC unit meets or exceeds the current standards for the operation of such HVAC unit as recognized by ASHRAE. Customer's failure to provide such written confirmation shall result in UI's withholding of any and all incentives for which Customer is eligible for hereunder until such failure is corrected.
- e. During the term of this Agreement, 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 incentives paid by UI to the Customer under this Agreement.
- f. 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.
- g. 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.
- h. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- i. 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 dated delivered.
- j. 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.



ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

- k. 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.
- l. 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.
- m. This Agreement, including all schedules attached hereto, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- n. A "Business Day" as used in this Agreement is a day for which commercial banks are open for business in Connecticut

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: Michael Pinto
(print)
Name: Michael Pinto
(sign)

Title: Chief Operating Officer Date: 11/18/2020

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 11/09/2020

By: Jane Belano
Title: Manager, CLM Date: 11/11/20



ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

EXHIBIT 1

AGREEMENT REGARDING City of New Haven Public Schools MUNICIPAL ENERGY OPPORTUNITIES STANDARD AGREEMENT

This Agreement regarding City of New Haven Public Schools Municipal Energy Opportunities Standard Agreement Project #Rxiy ("Agreement") is entered into this 09 day of November, 2020 ("Effective Date") by and among The United Illuminating Company ("UI"), and _____.

WITNESSETH:

WHEREAS, the City of New Haven Public Schools ("Customer") entered into a certain Municipal Energy Opportunities Standard Agreement with UI with an effective date of 11/09/2020 ("MEO Agreement"), which MEO Agreement is attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the MEO Agreement governs the Customer's participation in the Municipal Energy Opportunities program ("Program") and certain energy efficient retrofits ("Retrofits") to a certain building located at MITCHELL DR 181 ; NEW HAVEN, CT (the "Facility" as defined in the MEO Agreement) to be performed by _____ (or "Installing Vendor" as defined in the Agreement); and

WHEREAS, the MEO Agreement (along with its attachments and exhibits including a Financial Agreement Addendum) sets forth (i) a total project cost of \$ 274,305.00 ("Total Project Cost"), (ii) an incentive of \$ 98,031.00 ("Incentive") and (iii) a balance of \$ 176,274.00 ("Balance"); and

WHEREAS, pursuant to the MEO Agreement, the Balance is to be repaid by Customer via monthly payments of \$ 3,672.38 on Customer's UI electric service bills for a period of Forty Eight (48) months; and

WHEREAS, the Program and MEO Agreement contemplates that the Customer will (i) receive a payment from UI in an amount equal to the Total Project Cost (ii) pay the Installing Vendor the Total Project Cost and (iii) make the monthly payments as set forth in the MEO Agreement until the Balance is paid in full; and

WHEREAS, the Customer is solely responsible for securing an installing vendor and paying the Installing Vendor in connection with its Program project; and

WHEREAS, the Customer has requested that UI pay the Total Project Cost directly to the Installing Vendor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Customer, UI and Installing Vendor agree as follows:

1. Payment of Total Project Cost. Subject to the terms and conditions contained in this letter agreement, UI agrees to pay the Total Project Cost directly to the Installing Vendor.



ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

2. Payment of Balance. Customer agrees to pay to UI an amount equal to the Balance, which Balance will be paid to UI monthly as part of Customer's UI electric service bill over a period of **Forty Eight (48)** and in monthly payment amounts of \$ **3,672.38** .
3. Relationship of Parties. The Parties acknowledge and agree that (i) Customer has contracted Installing Vendor to perform the energy efficient retrofits, (ii) Installing Vendor is solely responsible for the installation of the energy retrofits at the Facility, (iii) in connection with the Program, the MEO Agreement, and this Agreement, UI's sole responsibility is as an administrator of the Connecticut Energy Efficiency Fund, (iv) neither Customer nor Installing Vendor shall hold UI responsible in any way for the Retrofits at the Facility in connection with the Program and MEO Agreement, including but not limited to their installation, operation and maintenance, and (v) Installing Vendor agrees to indemnify, defend and hold UI, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents harmless from and against any and all suits, claims, and proceedings resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees, which arise out of or relate to the Installing Vendor's installation of the Retrofits at the Facility.
4. MEO Agreement. Except as expressly modified herein, all of the terms and conditions contained in the MEO Agreement remain in full force and effect.

IN WITNESS WHEREOF, UI, Customer and Installing Vendor have each caused this Agreement to be executed in its name by one of its officers thereunto duly authorized as of the Effective Date.

CUSTOMER:

By: Michael Pinto
(print)
Name: Michael Pinto Title: Chief Operating Officer Date: 11/18/2020
(sign)

INSTALLING VENDOR: N-Power

By: John Riga
(print)
Name: John Riga Title: Owner Date: 11/18/20
(sign)

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 11/09/2020



Financial Agreement Addendum

This Financial Agreement which forms part of the Municipal Energy Opportunities Standard Agreement and is effective as of the date signed by all parties below (the "Effective Date") is entered into by and between The United Illuminating Company ("UI") and **City of New Haven Public Schools** (the "Customer"), pertaining to the building to be retrofitted at **MITCHELL DR 181 ; NEW HAVEN, CT** (the "Facility"), **Municipal Energy Opportunities** Project # **Rxiy**.

The Customer agrees that UI makes no warranties, expressed or implied, regarding the serviceability of any products installed or purchased in connection with the Facility retrofit. The Customer also agrees that it is solely responsible for selecting and contracting with the contractor who will be performing the Facility retrofit, which contractor is identified below ("Contractor"). The Customer and Contractor (as evidenced by Contractor's signature below) each agree to indemnify and hold harmless UI and its officers, directors, employees of affiliates thereof, from any damages, fines, settlements or judgments which directly arise from or are caused by the wrongful, or negligent acts of omissions of any party in the conduct or performance of the Facility retrofit by the Contractor. The Customer shall specifically indemnify and hold harmless, UI with respect to all work contracted for between the Customer and the Contractor, and from any damages, fines, settlements or judgments which directly arise from or are caused by the acts or omissions of the Contractor.

The Customer understands and agrees that UI will not be responsible for any tax liability imposed on the Customer as a result of its participation in the Energy Opportunities program. Customer/Vendor must supply its Federal Tax Identification Numbers or Social Security Number as they are required for distribution of UI incentives. UI will issue a 1099 form to each non-incorporated customer receiving an aggregate incentive payment in excess of \$600.00 in any calendar year.

Customer hereby requests that UI assist financially in connection with the installation work described in Schedule A of the Municipal Energy Opportunities Standard Agreement, at the service address listed below, pursuant to UI's terms and conditions applicable to the Energy Opportunities program. UI and the Customer agree that, in addition to any and all other terms and conditions of the Energy Opportunities program, upon the Customer or Contractor confirming completion of the installation work, and UI's post installation inspection and project verification as well as Customer's execution of an acknowledgement in the form attached hereto as Exhibit 2, UI will issue a check for all amounts approved by UI. The Customer shall be responsible for amounts, if any, in excess of amounts approved by UI and will pay such amounts directly to Contractor.

The Customer also agrees to pay UI the balance of the project cost or the pre-determined total amount as detailed below. The monthly payments will be included by UI on the Customer's regular electric service bill, and the first payment will be due on the first billing cycle following the processing of this agreement. In the event this account is finalized due to selling or closing the facility, the Customer will be required to pay the unpaid balance of this financing agreement within 30 days. By my signature below, I certify that I have read, understood and agree to the terms of this agreement.



ENERGY OPPORTUNITIES

1-877-WISE USE

Financial Agreement Addendum

\$274,305.00 Total Cost	\$ 98,031.00 Incentive	\$.00 Co-Pay	\$176,274.00 Balance	\$ 3,672.38 Monthly Pymt.	48 Term
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Please Note: On the initial bill only, the total balance amount will be displayed with an equal amount as a credit. This is for accounting purposes only.

06-6001876

Federal Tax ID or Social Security #, Customer

47-4512616

Federal Tax ID or Social Security #, Contractor

100001054332

Contract Account #, Customer

N Power

Name, Contractor

City of New Haven Public Schools

Account Name, Customer

[Signature]

Contact, Contractor

Michael Pinto, Chief operating Officer

Contact, Customer

Signature, Contractor

181 MITCHELL DR REC ; NEW HAVEN, CT 06511

Service Address, Customer

Address, Contractor

Michael Pinto

(Customer's Signature)

11/18/2020

(Date)

ACCEPTED: The United Illuminating Company

By

Jane DeLano

UI Administration

11/11/20

(Date)



Municipal Energy Opportunities Standard Agreement

EXHIBIT 2

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

1. The ECMs (as defined in the MEO Agreement) installed by Installing Vendor (as defined in the MEO 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 Project Cost (as defined in Exhibit 1 of the MEO Agreement) to the Installing Vendor.

City of New Haven Public Schools

By: Michael Pato

Its: Chief Operating Officer
Authorized Representative



EO Incentive Application Worksheet - Schedule A

Facility Name: <u>City of New Haven Public Schools</u>	Phone: <u>(475)220-1591/</u>
Service Address: <u>Mitchell Dr 181</u>	Facility Use: _____
City: <u>New Haven</u> Zip: <u>06511</u>	Square Footage: <u>25,000</u>
Contact Person: _____	EO Rep: <u>Doucette, Michael</u>
Federal Tax I.D. No: <u>06-6001876</u>	EO Project No: <u>Rxiy</u>

Bonus	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
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Location: Deep Covid-19 Bonus

Bonus amount: \$29,455.	1	\$0	0	\$0
Bonus total:		\$0	0	\$0

Custom Measure	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
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Location: Int Led

NEW LED	1	\$274,305	-245,078	\$36,762
Custom Measure total:		\$274,305	-245,078	\$36,762

Mandatory Cap	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
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Location: Project/taxid Level

Mandatory Cap Adj.	1	\$0	0	\$0
Mandatory Cap Adjustment		\$0	0	\$0

Customer Application & Analysis -

In addition to the terms and conditions contained in UI's Standard Agreement and Schedule A, UI may require a thorough analysis of the demand and energy reduction potential, and the life expectancy of proposed Energy Conservation Measures (ECMs). UI may require the Customer to provide specifications, engineering data, or other reasonable information necessary to complete an independent analysis. UI reserves the right to accept, reject or modify any calculations based on UI's own analysis including but not limited to the incremental cost of energy or demand savings, actual energy savings, life of the ECM, and the cost of the ECM. UI's approved and unsigned proposal will remain valid for thirty (30) days. If proposal is not accepted during this period, account re-qualification will be required. UI will approve only those site-specific ECM's which it believes have cost effective energy and demand reduction potential. In any case, UI reserves sole discretion to approve or disapprove any proposed ECM.

Program Changes -

The Program's Terms and Conditions may be changed by UI at any time without notice. Pre- approved applications however will be processed to completion under the Terms and Conditions in effect at the time of UI pre-approval.

EO Incentive Application Worksheet - Schedule A

Summary Page of EO Schedule A of project Rxiy as of 11/09/2020 02:21:11

Facility Name:	<u>City of New Haven Public Schools</u>	Phone:	<u>(475)220-1591/</u>
Service Address:	<u>Mitchell Dr 181</u>	Facility Use:	<u></u>
City:	<u>New Haven</u>	Zip:	<u>06511</u>
Contact Person:	<u></u>	Square Footage:	<u>25,000</u>
Federal Tax I.D. No:	<u>06-6001876</u>	EO Rep:	<u>Doucette, Michael</u>
		EO Project No:	<u>Rxiy</u>

TOTAL COST:	\$274,305
TOTAL SAVINGS:	\$36,762
TOTAL INCENTIVES:	EKM \$98,031
MONTHLY PAYMENT:	48 @ \$3,672.38

Customer or Customer's agent name (print): Michael Piro

Customer or Customer's agent Signature: *Michael Piro*

Title Chief operating officer Date 11/19/2020

I authorize UI to issue the incentive check, for the above amount, to _____
(the installing contractor, facility owner or other).

Customer or Customer's agent Signature

Date

**FOOD SERVICE FY 2020-2021
PROJECTION REPORT THOUGH
December-20**

ACCOUNT DESCRIPTION	BUDGET ALLOCATION	RECOGNIZED THRU December-20	FORCASTED Jan-Jun	FY 20-21 Total	COMMENT
<u>NATIONAL SCHOOL LUNCH PROGRAM</u>					
STATE CAFETERIA BREAKFAST	4,300,000	0	0	0	
STATE CAFETERIA LUNCH	9,100,000	0	0	0	
AFTER SCHOOL SNACK PROGRAM	80,000	0	0	0	
SUPPER PROGRAM	100,000	0	300,000	300,000	
FRESH FRUIT & VEGITABLE	75,000	1,055	0	1,055	
SUMMER FOOD SERVICE	640,000	1,705,570	5,000,000	6,705,570	
SUB-TOTAL	14,295,000	1,706,625	5,300,000	7,006,625	
<u>STATE GRANTS</u>					
HEALTHY FOOD INITIATIVE	250,000	0	200,000	200,000	
STATE MATCHING FUND - LUNCH	99,000	0	99,000	99,000	
STATE MATCHING FUNDS - BREAKFAS	45,000	0	45,000	45,000	
STATE BREAKFAST STARTUP FUNDS	124,000	0	120,000	120,000	
SUB-TOTAL	518,000	0	464,000	464,000	
<u>FOOD SERVICE FEES</u>					
CAFETERIA FEES	5,000	195	0	195	
CHARTER SCHOOL REIM	0	0	0	0	
OTHER MISC REVENUE	0	13,213	0	13,213	
CONTRACTED FOOD REIMBURSEMENT	50,000	2,029	0	2,029	
SUB-TOTAL	55,000	15,437	0	15,437	
<u>OTHER REVENUE SOURCES</u>					
GRANTS, SWEEPS, & FIN. SOU	0	0	0	0	
GENERAL FUND CONTRIBUTIONS	0	0	0	0	
SUB-TOTAL	0	0	0	0	
TOTAL FOOD SERVICE REVENUE	14,868,000	1,722,062	5,764,000	7,486,062	

**FOOD SERVICE FY 2020-2021
PROJECTION REPORT THOUGH
December-20**

ACCOUNT DESCRIPTION	BUDGET	RECOGNIZED THRU	FORCASTED	FY 20-21	COMMENT
	ALLOCATION	December-20	Jan-Jun	Total	
<u>WAGES AND OVERTIME</u>					
MANAGEMENT	690,000	290,367	286,318	576,685	
CLERICAL SALARIES	250,000	97,069	101,674	198,743	
CAFETERIA STAFF	4,100,000	1,424,530	1,917,737	3,342,267	
TRUCK DRIVERS	270,000	128,489	130,599	259,088	
PART TIME PAYROLL	300,000	0	0	0	
LONGEVITY	50,000	385	49,615	50,000	
MANAGEMENT OVERTIME	10,000	0	0	0	
CLERICAL OVERTIME	16,000	24,958	25,146	50,104	
CAFETERIA OVERTIME	10,000	150	5,000	5,150	
TRUCK DRIVERS OVERTIME	50,000	19,780	26,165	45,945	
SUB-TOTAL	5,746,000	1,985,730	2,542,254	4,527,984	
<u>EMPLOYEE BENEFITS</u>					
OTHER BENEFITS	0	0	0	0	
HEALTH INSURANCE	1,100,000	228,508	544,551	773,059	
RETIREMENT CONTRIBUTION	35,000	3,961	3,872	7,833	
FICA/MEDICARE EMPLOYER CONTRIB	260,000	95,638	164,362	260,000	
WORKERS COMPENSATION	240,000	87,685	106,659	194,344	
SUB-TOTAL	1,635,000	415,793	819,443	1,235,235	
<u>NON-PERSONNEL COST</u>					
MILEAGE	11,000	6,189	10,800	16,989	
PROFESSIONAL MEETINGS	5,000	0	0	0	
EQUIPMENT	40,000	0	0	0	
COMPUTER EQUIPMENT	10,000	9,675	10,000	19,675	
GENERAL OFFICE SUPPLIES	25,000	6,990	0	6,990	
OTHER MATERIALS AND SUPPLIES	100,000	6,354	9,100	15,454	
UNIFORMS	30,000	22,359	7,641	30,000	
FOOD AND SUPPLIES	6,100,000	728,790	2,100,000	2,828,790	
REPAIRS AND MAINTENANCE	350,000	153,335	240,000	393,335	
FOOD SUPPLIES	700,000	124,442	300,000	424,442	
REGISTRATION DUES	10,000	30,964	0	30,964	
VEHICLE REPAIRS	36,000	6,298	30,000	36,298	
TRAINING AND OTHER	0	0	0	0	
OTHER CONTRACTUAL SVS	60,000	0	10,000	10,000	
MISC EXPENSE	10,000	17	0	17	
ROLLING STOCK	0	0	0	0	
SUB-TOTAL	7,487,000	1,095,414	2,717,541	3,812,955	
<u>EXPENDITURES TRANSFERS IN/OUT</u>					
CAPITAL TRANSFER IN/OUT	0	0	0	0	
GENERAL FUND TRANSFER IN/OUT	0	0	0	0	
SUB-TOTAL	0	0	0	0	
TOTAL FOOD SERVICE EXPENSES	14,868,000	3,496,937	6,079,237	9,576,173	

OPERATING SURPLUS / (DEFICIT)

(2,090,112)

Fiscal Year 2020/21 Eco Urban Pioneers Hourly True Up						
	# Working Days Per Month	Eco Urban Pioneers Total Monthly Contracted Hours	Eco Urban Pioneers Total Monthly Actual Hours Worked	Eco Urban Pioneers Total Monthly Delta	Eco Urban Pioneers YTD Delta Hours	
July	22	14,608	14,414	(194)	(194)	
August	21	13,944	15,255	1,311	1,117	
September	21	13,944	6,083	(7,861)	(6,743)	
October	22	14,608	4,318	(10,290)	(17,033)	
November	20	13,280	15,085	1,805	(15,228)	
December	22	14,608	9,697	(4,911)	(20,139)	
January	19	12,616	0	(12,616)	(32,755)	
February	19	12,616	0	(12,616)	(45,371)	
March	23	15,272	0	(15,272)	(60,643)	
April	22	14,608	0	(14,608)	(75,251)	
May	20	13,280	0	(13,280)	(88,531)	
June	21	13,944	0	(13,944)	(102,475)	
Total Annual Working Days/ Hours	252	167,328	0	(167,328)		
(8) Paid Holidays						
Date	Day	Holiday		# Of Days Annually	ECO Urban Pioneers Total Annual Contracted Hours	
July 4,2020	Thursday	Independence Day	Total Holidays	8	5,312	
September 7,2020	Monday	Labor Day	Total Working Days	252	167,328	
November 22,2020	Thursday	Thanksgiving Day	Total Annual Days/Hours Plus (8) Holidays	260	172,640	
December 25,2020	Friday	Christmas Day				
January 1,2021	Friday	New Years Day				
January 18, 2021	Monday	M artin L uther K ing Day				

Feburary 15,2021	Monday	Presidents Day				
May 31,2121	Monday	Memorial Day				
Beginning October 25,2020 Day Shift add 25 hours per day, Night shift add 45 hours per night, additional staff day 24 more staff at 5 hour per day =120 hours per day for a grand total addition of 190 adddtional cleaning per day =664+190=854 hours per day						
Remaining Contracted Working Days Per Month	# of Potential Additional Working Hours Per Day	Total # of Potential Additional Working Hours for Remainder of Fiscal Year	Total # of Potential Additional Days for Remainder of Fiscal Year	Current Delta of Contracted Hours	Delta from Current Days to Potential Days	
19						
19						
23						
22						
20						
21						
124	190	23,560	35	-30	5	