



Commercial & Industrial Retrofit 2017 Lighting Incentive

Section A: CUSTOMER INFORMATION			
Customer Name City of Concord, NH - Everett Arena	Electric Account Number 1041753-1038524	Rate \$ 0.1485	Application Number
Facility Address 15 Loudon Rd.	City Concord	State NH	Zip Code 03301
Service Location Identification		Email dross@concordnh.gov.	
Mailing Address (if different from above) 311 North State Street	City Concord	State <input checked="" type="checkbox"/> NH	Zip Code <input type="checkbox"/> 03301 <input type="checkbox"/>
Contact Person/Title Douglas Ross	Telephone Number (603) -230-3664	Incorporated? (Check one.) <input type="checkbox"/> Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No	
Please Assign Payment to Contractor. Customer Signature: <i>Douglas Ross 2/21/17</i>	Additional Information	Incentive Payment Preference (Check one.) <input type="checkbox"/> Check <input type="checkbox"/> Bill Credit <input checked="" type="checkbox"/> Pay Contractor	

Section B: CONTRACTOR INFORMATION			
Contractor Name Affinity LED Lighting	Contact Person/Title (Print) Steve Lieber	Contact Person Signature <i>Steve Lieber</i>	
Mailing Address 133 Islington St. Unit 8	City Portsmouth	State <input checked="" type="checkbox"/> NH	Zip Code <input type="checkbox"/> 03801 <input type="checkbox"/>
Email steve@affinityledlight.com	Telephone Number 603-828-8919	Incorporated? (Check one.) Yes No Exempt	

Section C: DOCUMENT APPROVALS

PRE-INSTALLATION INSPECTION		Date	
Utility Signature			
PRE-APPROVAL OFFER		Date	
Technical Review - Utility Signature <i>J Van Loon</i>	2/20/17		
Utility Signature <i>AVA</i>	Date 2/20/17	Amount of Incentive Offer (\$) \$ 40,778.50	Offer Valid Through: 6/30/17 7/31/16 7/31/17 <i>AR</i>

By signing and dating below, customer accepts this Incentive offer and agrees to the Utility Terms and Conditions available from your Utility. Pursuant to a Commission order, customers also agree that the utility alone may capture all kW and kWh savings and any ISO-NE capacity payments resulting from this energy efficiency project. This agreement is contingent upon continued approval and authorization by the Commission to recover said amounts from the System Benefits Charge. The Incentive, in conjunction with all other sources of funding, cannot exceed the total project cost.

Customer Signature: _____ Date: _____

POST-INSTALLATION INSPECTION		Date		Total Project Cost (\$)	Amount of Incentive (\$)
Utility Signature					
Customer Signature	Date				
MANAGEMENT APPROVAL		Date			
Utility Signature					



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Customer Signature		Date	Amount of Incentive (\$)
MANAGEMENT APPROVAL			
Utility Signature		Date	



July 20, 2016

Doug Ross
Purchasing Manger
City of Concord
45 Green Street
Concord, NH 03301

Re: Letter of Intent relative to incentive payments for Energy Efficiency Measures

Dear Mr. Ross:

Unitil understands that an agreement has been reached between the City and a chosen contractor to install energy efficiency measures throughout the Everett Arena Complex located on Loudon Road, Concord NH. Unitil also understands that there are a variety of constraints to being able to complete the project this calendar/program year.

Unitil, in support of the project, agrees to provide incentive payments to the City, or their designee, for approved measures which installation has begun no later than the end of the second quarter of the calendar year 2017. The incentive payments shall be paid from the CORE energy efficiency Municipal Electric Program. The estimated amount of incentive for this project, based on the initial program design is, \$38,000. Unitil also recognizes that the City would like to utilize the "On Bill Financing" program to help fund the project and we agree to encumber the necessary funds to facilitate that payment option at the time the project is completed.

The actual amounts paid to the City may vary based on the actual budgets approved by the New Hampshire Public Utilities Commission as well as the actual equipment installed.

The relevant portions of the Program must be approved by the New Hampshire Public Utilities Commission in order for Unitil to provide rebates as stated herein.

If the program budget changes (increase or decrease) for any reason throughout the calendar year indicated by action of the State of New Hampshire Legislature and/or the PUC, Unitil will adjust the amount to be paid to the City in accord with the program design modifications at that time.

The City intends to install the identified measures at the Everett Arena during the indicated period. Such measures installed may change from the initial proposal due



to site conditions or technological changes, however, such changes must be agreed in writing prior to approval by both the City and Unitil.

Each measure type (lighting, HVAC, controls, custom) must have its own Custom rebate application submitted by the City and the following must be submitted for each application:

1. Calculations of savings
2. Product cut sheets
3. Installed costs and/or incremental cost and supporting documentation such as invoices, quotes, etc.
4. Unitil/NH Saves rebate application

Incentives will be calculated by Unitil, based upon the normal Program calculation methodology; for simplicity of Program management all measures may be considered "custom" versus "prescriptive". Payments will be made once verification of installation has been completed, all supporting documentation has been received and final calculations have been derived that justify the measure installed.

The intent of this Letter of Intent is to demonstrably indicate, and to ensure to the City, that Unitil is committed to a generic level of funding for this project, based on the constraints of the Core Programs. This does not constitute a specific offer of a set amount of incentives, those numbers will be determined with each incentive application processed. The estimated incentive amounts, determined as a percentage of Unitil's Core Budget, will not be exceeded unless the budget has been adjusted through a formal PUC approval process.

Please signify your acceptance of this Letter of Intent by signing and dating below and forward to my attention. Feel free to contact me if you have any questions or concerns.

Regards,

Gary Miller

Gary Miller
Senior Business Development Exec
603-227-4516
millerg@unitil.com

Signed,

Douglas B. Ross

Printed Douglas B. Ross
Title PURCHASING MANAGER
8/25/10

UNITIL Terms and Conditions for New Hampshire

Commercial and Industrial Gas and Electric Energy Efficiency Rebate Programs

This Agreement entered into by and between Unitil Energy Services, Inc. and Northern Utilities, Inc. and their successors or assigns ("Unitil"), New Hampshire corporations having their principle place of business in Hampton, New Hampshire, and the Customer as identified on the front of the rebate application (herein referred to as "Customer.") Execution of the rebate application shall constitute acceptance of these Terms and Conditions.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Customer and Unitil agree that the Customer's participation in Unitil's Commercial and Industrial Energy Efficiency Rebate Programs (herein referred to as "Program(s)s or the Program(s)") shall be subject to the following terms and conditions.

1. No Energy Efficiency Measures (herein referred to as "EEMs") will be deemed eligible for a rebate payment under Unitil's Programs unless they are identified in the rebate application and have met the Programs acceptance criteria as evidenced by an offer on the rebate application signed by the Customer and Unitil.
2. All rebates are contingent upon continued approval of the Programs by the NH Public Utilities Commission and the authorization to recover said amounts from sources such as the System Benefits Charge, the Forward Capacity Market, and/or the Energy Efficiency Fund (RGGI) and the availability of rebate funds in that program for that year. The rebate amount cannot exceed the total project cost.
3. If the Customer, its employees, agent, or contractor installs all EEMs as identified in the rebate application, the Customer will be eligible for a rebate payment as listed on the rebate application.
4. This payment will be made to the Customer after the project is installed and verified by Unitil and/or Unitil's Quality Assurance Contractor. The EEMs must be installed, inspected, and accepted by Unitil before the "Completion Date" on the front of the rebate application. Payment will be made within 60 days of said verification and after Unitil has received an executed copy of the rebate application and all applicable invoices.
5. In consideration of the rebate payment described herein, the Customer agrees to:
 - a) With respect to electric EEMs, remain interconnected with the electric distribution system and remain a customer of Unitil for the purpose of distribution service during the term of this contract. The Customer will employ best efforts to assure that its successors, lessees, and assigns will comply with this paragraph.
 - b) With respect to natural gas EEMs, remain interconnected with the natural gas delivery system and remain a customer of Unitil for the purpose of (at least) delivery service during the term of this contract. The Customer will employ best efforts to assure that its successors, lessees, and assigns will comply with this paragraph.
6. EEMs for which Unitil has provided monetary rebates under the Programs must remain operating and in their original location (or a mutually agreed upon location

served by Unitil) for the term of this Agreement. Unitil reserves the right to inspect for the compliance of this provision or any other provision of these Terms and Conditions during the term of this Agreement.

7. Should the Customer breach the terms of Article 5 or 6, above, the Customer agrees to pay damages to Unitil equal to the full rebate amount within 60 days of Unitil's demand for said payment as full settlement of the breach. The Customer agrees that the damages specified within this Agreement are not a penalty but represent a reasonable estimate of the damages Unitil would suffer as a result of the Customer's failure to comply with the terms of this Agreement.
8. If the Customer breaches any of the terms of this Agreement, the Customer shall also pay to Unitil all of its costs incurred in connection with the EEMs and/or this Agreement, including without limitation, installation, repair or replacement, administration, product subsidy and costs of collection, including attorney fees and expenses.
9. The term of this Agreement is the period of time commencing with the date on which Unitil offers this rebate by delivering a rebate application and ending three (3) years after the Customer receives the rebate payment.
10. In the event that the Customer has any outstanding (overdue) balances due and owing to Unitil, the rebate may be assigned at the customer's option to be used to offset such outstanding debt(s).
11. The rights and obligations in this Agreement shall be binding upon any lessees, assigns, and future owners of those facilities at the Customer's Project site. The Customer agrees to include the restrictions contained in this Agreement in leases, purchase and sales agreements, contracts or other similar documents relating to the use and ownership of the facilities at the project site.
12. Unitil does not guarantee or warrant any energy and/or demand performance results to be achieved by the EEMs. Factors that are impossible to predict, including but not limited to facility expansion, cutbacks, or weather changes, all may impact the Customer's future energy use and cause actual savings to vary from estimated savings.
13. The Customer agrees to allow Unitil to perform an on-site evaluation of the installed EEMs as part of the Programs evaluation. This evaluation is strictly for informational purposes in order to determine the EEMs real and long-term savings. The evaluation will not alter the rebate amount in any way and the results will be treated confidentially by Unitil.
14. Unitil does not qualify, endorse, guarantee, nor warrant any particular manufacturer, product, or contractor/installer and provides no warranties, expressed or implied, for any product or services.
15. The Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by installers, contractors, vendors, or manufacturers.
16. The Customer, as a condition of participation, is responsible for the safe and proper disposal of all wastes, hazardous or otherwise, and equipment, machinery or devices replaced by the EEMs installed under this letter of Agreement, in accordance with all laws, rules and regulation. The Customer assumes all risk and liability associated with said wastes, hazardous or otherwise, and equipment, machinery or

devices. The Customer must also agree to not install any of the replaced equipment or to sell this equipment for installation.

17. The Customer shall indemnify, defend and hold harmless Unitil, and its respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Programs or the performance of any services or other work in connection with the Programs ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
18. To the fullest extent allowed by law, Unitil's aggregate liability, regardless of the number of claims, shall be limited to paying approved rebates in accordance with these Terms and Conditions and the Program Materials. Unitil and its respective contractors, officers, directors, employees, agents, and representatives shall not be liable to the Customer or any other party for any other obligation, including but not limited to any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement. To the fullest extent allowed by law and as part of the consideration for participation in the Programs, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of a rebate), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Programs, or these Terms and Conditions.
19. The actions, comments, or written materials of Unitil shall in no way be considered (i) tax advice; or (ii) advice on grants or incentives not administered by Unitil. Customer should consult the proper advisor for qualification determination. The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. Unitil is not responsible for the payment of any such taxes.
20. A breach of this Agreement will not be a cause for disconnection of a Customer's utility service.
21. Miscellaneous
 - a. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
 - b. Customer and Unitil agree that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
 - c. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Hampshire without regard to its conflicts of laws principles and any legal action will be adjudicated at a New Hampshire State court or New Hampshire administrative body of competent jurisdiction.

- d. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of its other provisions. Following a determination by a court or an administrative body of competent jurisdiction that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect in accordance with their terms.
- e. The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Unitil as well as Customer and Unitil.
- f. Paragraph headings, paragraph numbering, and other headings are for information only and are not made a part of this Agreement.
- g. This Agreement sets forth the entire agreement between Customer and Unitil. No other prior or contemporaneous written or oral agreement and no subsequent oral agreements between Customer and Unitil will be binding on Customer and Unitil.
- h. This Agreement may be executed in two or more counterparts each of which shall constitute an original but all of which taken together shall constitute one in the same instrument.

To participate in the Programs, a duly authorized representative of the Customer must execute the rebate application and return it to Unitil. A signed copy of the fully executed rebate application will be returned to the Customer.



LED Lighting Upgrade Proposal



Everett Arena
15 Loudon Rd.
Concord, NH 03301
603-228-2784



Jan. 11, 2017
Project Ready
(per J. Bardwell)

Project Cost Estimates*

	TOTAL	ALL AREAS
Proposed Lighting Equipment	\$64,262	\$64,262
Submitted Labor & Materials	\$17,295	\$17,295
Estimated Project Proposal (before incentives)	\$81,557	\$81,557
less: Unittl Incentives **	(\$40,778)	(\$40,778)
% of Project Total	-50%	-50%
Estimated Net Investment	\$40,778	\$40,778
% of Project Total	50%	50%
DBR Financing - 48 months	\$849.55	

Straight Payoff

	TOTAL	Custom
Annual Savings	(\$10,205)	(\$10,205)
Monthly Savings	(\$850)	(\$850)
Payoff (months)	48.0	48.0

Investment Return

	TOTAL	Custom
1st Year Cumulative Return ROI%	(\$30,573) -75%	(\$30,573) -75%
2 Years Cumulative Return ROI%	(\$20,368) -50%	(\$20,368) -50%
3 Years Cumulative Return ROI%	(\$10,163) -25%	(\$10,163) -25%
5 Years Cumulative Return ROI%	\$10,248 25%	\$10,248 25%
10 Years Cumulative Return ROI%	\$61,274 150%	\$61,274 150%

Annual CAPEX Impact

	TOTAL	Custom
Annual Capex (5 years)	(\$8,156)	(\$8,156)
Annual Savings resulting from CAPEX investment	\$10,205	\$10,205
Annual Impact Profit / Loss	\$2,050	\$2,050

Environmental Impact*

	TOTAL	Custom
Estimated Total kWh Savings (annual)	(84,597)	(64,597)
Per Year CO ² Abatement (tons)*	(39.4)	(39.4)
2 Years Cumulative	(78.8)	(78.8)
3 Years Cumulative	(118.2)	(118.2)
5 Years Cumulative	(197.0)	(197.0)
10 Years Cumulative	(394.0)	(394.0)

*Minimum CO² produced per kWh : 1.22 lbs. (<http://www.eia.gov>)

