

UNITIL ENERGY SYSTEMS, INC.

ON-BILL FINANCING AGREEMENT FOR NON-RESIDENTIAL CUSTOMERS

Customer: <u>City of Concord (Everett Arena)</u>	Unitil Energy Systems, Inc. (Electric)
Mailing Address: <u>311 North State Street Concord, NH 03301</u>	Five McQuire Street Concord, NH 03301
Telephone: <u>(603) 230-3664</u>	Telephone: 800-852-3339
Contact Person: <u>Doug Ross, Purchasing Manager</u>	Agreement Date: _____, <u>2017</u>
Facility(ies): <u>Douglas N. Everett Arena</u>	Unitil Account # <u>1041753-1038524</u>
Occupancy: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Renter	Customer will own Measures <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Unitil Energy Systems ("Unitil") and the Customer listed above ("Customer") desire to enter into an On-Bill Financing Agreement for Non-Residential Customers ("Agreement") for financing one or more energy efficiency projects offered via an energy efficiency program of Unitil ("Measures"), including those known as "Qualified Energy Efficiency Measures." Under this Agreement, Unitil will provide Customer a no-interest loan ("Loan") to be used towards the Customer's co-pay portion of the project and installation of the Measures. Customer will pay the Loan under the terms of this Agreement, which includes payment and billing of the Loan as a separate item on the Customer's monthly utility bill from Unitil.

1. DESCRIPTION OF LOAN AND USE OF LOAN PROCEEDS

- 1.1 Unitil will loan funds to Customer at zero percent annual interest in an amount and on the terms set out in this Agreement and in Appendix A, which is attached to this Agreement and incorporated into it as if set forth in this paragraph.
- 1.2 Customer will pay the Loan in monthly installments ("Loan Payment(s)"). Loan Payments are due each month and will appear on Customer's electric bill as a separate item. Loan Payment terms are described in more detail in Section 2 of this Agreement.
- 1.3 Customer must use the proceeds of the Loan for the Measures described in Appendix B.

2. CUSTOMER PAYMENTS

2.1 The first Loan Payment shall be billed by Unitil to Customer in the monthly billing cycle immediately following completion of the Measures. The due date of the first Loan Payment shall be the due date of the monthly utility bill. The Loan Payment must be paid via first class mail or at any authorized collector or agent at the time the monthly utility bill is paid. Each Loan Payment shall be deemed paid when the full amount of the Loan Payment is received by Unitil. Payment for only the provision of utility service by the Customer shall NOT be deemed payment of the monthly Loan Payment. Payments received by Unitil are credited first towards the amount due for utility service and then to the amount due for each Loan Payment. In order to remain current on the Loan, Customer must pay both the full amount due for its utility service and the full amount of each Loan Payment.

2.2 Customer represents that it reasonably believes in good faith it can obtain sufficient funds to pay the Loan as set forth in this Agreement and agrees that it will do all things lawfully within its power to obtain and maintain funds from which the Loan will be paid, including making provisions for such payments to the extent necessary in each annual budget submitted to the appropriate entity or organization within the Customer's organization, such as the City Council, Selectmen, Town Meeting and/or School District for the purpose of obtaining funding. Customer shall use its best efforts to have such portion of the budget approved. If appropriated funds are less than are required to pay the Loan under this Agreement, then Customer and Unitil will use commercially reasonable efforts to modify this Agreement in a manner that will allow Customer to pay the Loan. If Customer and Unitil are unable to negotiate a modification of the Loan that is reasonably satisfactory to both, then Unitil may declare the Loan in default and immediately due and payable.

2.3 Each monthly Loan Payment shall be due by the date indicated on the monthly bill. Loan Payments made after the due date will be considered past due. Partial payment of the monthly Loan Payment will also be considered past due.

3. CUSTOMER RESPONSIBILITIES

3.1 Customer shall make consecutive monthly Loan Payments to Unitil during the Loan until the Loan has been paid in full, as more fully set forth in Appendix A.

3.2 If Customer closes its account with Unitil, or Customer's account is closed for any reason, the remaining balance of the Loan shall become due immediately and such remaining balance will appear on Customer's final bill.

3.3 Customer shall make a good faith effort to participate in any follow-up surveys conducted by Unitil or its designee as part of evaluating the effectiveness of the Measures or the program that makes the Loan available to Customer.

4. CUSTOMER'S AUTHORIZATION

4.1 Customer authorizes Unitil to issue checks on behalf of the Customer as payment to the contractor that installs the Measures ("Contractor") upon satisfactory progress and/or completion of the work pursuant to the agreement with the Contractor. Customer understands that Unitil is not a guarantor of any work performed by the Contractor and that the Contractor is solely responsible for the installation of the Measures.

5. BREACH

5.1 The following shall constitute breach of this Agreement by Customer:

- a. Failure to pay the Loan as provided in this Agreement;
- b. Failure to pay on time and in full any monthly Loan Payment for 2 consecutive months;
- c. Failure to pay on time and in full any monthly Loan Payment 3 or more times within any 12-month period;
- d. Failure to pay Customer's utility bill on time or in full for 2 consecutive months;
- e. Failure to pay Customer's utility bill on time or in full 3 or more times within any 12-month period.

5.2 If Customer breaches this Agreement, the outstanding balance due under the Loan shall become immediately due and payable without any further notice by Unitil to Customer.

5.3 If the Customer breaches any of the terms of this Agreement, Customer shall also pay to Unitil all of its costs incurred in connection with the Measures and/or this Agreement, including without limitation, installation, repair or replacement, administration, product subsidy and costs of collection, including attorney fees and expenses.

5.4 A breach of this Agreement will not be a cause for disconnection of Customer's utility service.

6. NO WARRANTIES

6.1 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.

6.2 The Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by installers, contractors, vendors, or manufacturers.

6.3 Unitil makes no representations of any energy and/or demand performance results to be achieved by the Measures.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 Unitil's liability under this Agreement will be limited to the amount of the Loan. Unitil and any of its affiliates, subsidiaries or consultants shall not be liable for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement.

7.2 In no event will Unitil be liable to Customer for any lost profits, lost savings or incidental, indirect, liquidated, special or consequential damages, arising out of Customer's participation in this program. Unitil's liability will be limited to the amounts described in this Agreement.

7.3 The Customer shall protect, indemnify, and hold harmless Unitil from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs, expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against Unitil arising out of or relating to performance of this Agreement.

8. NO ADVICE ON TAXES, ARRA GRANT, OR STATE INCENTIVE

8.1 The actions, comments, or written materials of Unitil shall in no way be considered (i) tax advice; (ii) advice on grants under the American Recovery and Reinvestment Act of 2009; or (iii) advice regarding incentives offered by the State of New Hampshire. Customer should consult the proper advisor for qualification determination.

9. MISCELLANEOUS PROVISIONS

9.1 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.

9.2 Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to the addresses on the first page of this Agreement.

9.3 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.

9.4 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.

9.5 The invalidity or unenforceability of any provision of the provisions 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.

9.6 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Unitil as well as Customer and Unitil.

9.7 Paragraph headings, paragraph numbering, and other headings are for information only and are not made a part of this Agreement.

9.8 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.

9.9 This Agreement shall remain in full force and effect until Customer pays the Loan in full or the Agreement is terminated by mutual written consent of both parties.

9.10 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.

By signing below, Unitil and the Customer duly execute this Agreement as of the date set forth on page 1 of this Agreement.

CUSTOMER

UNITIL

BY: _____

Print Name: _____

Title: _____

BY: _____

Print Name: _____

Title: _____

Date:

Date:

APPENDIX A

UNITIL ENERGY SYSTEMS INC.

ON-BILL FINANCING AGREEMENT FOR NON-RESIDENTIAL CUSTOMERS

Customer: _____

Account #: _____

Amount	Loan Repayment period
\$500 up to \$2,000.00	24 months
>\$2,000.01 up to \$3,000.00	36 months
>\$3,000.01 up to \$4,000.00	48 months
>\$4,000.01 up to \$5,000.00	60 months
>\$5,000.01 up to \$6,000.00	72 months
>\$6,000.01 up to \$7,500.00	84 months
>\$7,500.01 up to \$50,000.00	120 months

Amount of Loan: \$40,778.50

Rate of Interest: 0%

Due Date of Loan: 50 months after the due date of the first monthly payment of the Loan

Due Date of First Payment: The first payment of the Loan shall be included in utility bill from Unitil to Customer in the monthly billing cycle immediately following the completion of the Measures. The first payment will be due on the due date of the monthly utility bill.

Number of Payments: 51

Amount of Each Payment: \$799.58

Default: The Loan shall be in default if Customer fails to pay in full two (2) consecutive monthly payments or if Customer does not pay in full more than 3 monthly payments in any 12-month period. The Loan shall also be in default if Customer fails to pay its monthly utility bill in full for 2 consecutive months, or if it fails to pay its utility bill in full more than 3 times in any 12-month period.

Partial Payment: If Customer does not pay its utility bill or its monthly payment of the Loan in full, then such payment shall be considered past due. Two consecutive partial payments of either the utility bill or the monthly Loan payment shall be a default under the Loan.

Customer acknowledges receipt of this Appendix A and acknowledges that it understands the terms of the Loan as described in the Agreement and in Appendix A.

CUSTOMER

UNITIL

BY: _____
Print Name: _____
Title: _____

BY: _____
Print Name: _____
Title: _____

Date:

Date:

APPENDIX B
DESCRIPTION OF MEASURES

SEE ATTACHED

CUSTOMER

BY: _____
Print Name: _____
Title: _____

Date:

UNITIL

BY: _____
Print Name: _____
Title: _____

Date:



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*

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

Straight Payoff

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

Investment Return

	<u>TOTAL</u>	<u>Custom</u>
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

	<u>TOTAL</u>	<u>Custom</u>
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*

	<u>TOTAL</u>	<u>Custom</u>
Estimated Total kWh Savings (annual)	(64,597)	(64,597)
Per Year CO² 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.els.gov>)

