



107 Selden Street, Berlin, CT 06037  
Eversource  
P.O. Box 270  
Hartford, CT 06141-02701  
(860) 665-5000

April 30, 2021

Richard Sanzo  
Director of Business and Operations  
New Fairfield Board of Education  
3 Bush Hill Road  
New Fairfield 06812  
New Fairfield

Reference: Project # CT21P00634146  
AMPLIFY - New Fairfield BOE - Middle School Gym  
New Fairfield, CT

Dear Richard Sanzo:

Congratulations on choosing to make your business energy-efficient. Eversource is pleased to present you with the details of your energy incentive for the upcoming project at your New Fairfield, CT facility.

**Should you decide to move forward with the project as submitted, you are eligible for a financial incentive of \$40,815.75.**

This packet includes the following documents:

**Energy Efficiency Services Letter of Agreement** – Please review the document, sign and return to my attention at the email noted below. To reserve your incentive as stated, return the signed Agreement within 30 days of the date above.

**Standard Terms and Conditions** – In order to claim your incentive, you will need to agree to these terms.

**Exhibit A** – The upgrades included in your project are outlined here. Information includes the energy and dollar savings estimated for each individual measure.

**W-9 Form** – This form is necessary to process your incentive payment. Submit this completed form with your Energy Efficiency Services Agreement

If you have any questions regarding this letter or the documents contained in the packet, please contact me at (860) 665-4771.

Sincerely:

Robert Ives  
Energy Efficiency Consultant  
Energy Efficiency  
Robert.Ives@eversource.com

**Energy Efficiency Services  
LETTER OF AGREEMENT**

To encourage energy efficiency, The Connecticut Light and Power Company, doing business as Eversource (hereinafter the "Company"), in its capacity as administrator of the Connecticut Energy Efficiency Fund (hereinafter, "Energy Efficiency Fund"), is pleased to offer New Fairfield Board of Education (hereinafter, the "Participant") Energy Efficiency Services in connection with their facility located at 54 Gillotti Rd, New Fairfield, CT. If planning to proceed with this project, please counter-sign and return one original of this Letter of Agreement (hereinafter, "LOA") within 30 calendar days of the date of the authorized Company signature. If not returned within 30 calendar days, the Company retains the option to modify or cancel this LOA without notification. By counter-signing and returning the LOA to the Company within the specified timeframe, the Participant is subject to the following terms and conditions:

1. The attached Energy Efficiency Services Standard Terms and Conditions, and the Exhibit(s) are part of this LOA. In the event of a conflict between this LOA and the Standard Terms and Conditions, this LOA controls.
2. To be eligible for an incentive payment, the Participant shall ensure the installed Energy Efficiency Measures ("EEMs" or "measures") comply with the requirements listed in the Exhibit(s) and verify the EEMs perform in their intended manner.
3. To be eligible for an incentive payment, all EEMs must be installed by the Participant and accepted by both the Participant and the Company by July 31, 2021. Failure of Participant to install all EEMs as described and shown in the attached Exhibits by July 31, 2021 may disqualify Participant from receiving an incentive payment.
4. As administrator of the Energy Efficiency Fund, the Company agrees to pay incentives for all EEMs that comply with the terms and criteria specified in the Exhibit(s). The incentive paid for each measure will not exceed the amount listed for the measure in the Exhibit(s) unless the measure description allows for such changes. The total incentive for all measures as listed in the Exhibit(s) is **\$40,815.75**.
5. **Payment will be made to Greenleaf Energy Solutions LLC, 119 Hawley Road^ Suite 102 , Oxford, CT 06478.**
6. The Participant is not obligated to install any of the EEMs referred to in this LOA, and at any time may decide to forego the incentive payments for one or more measures.
7. This LOA shall be signed by a representative of the Company, and counter-signed and returned to the Company by the Participant before any EEMs are installed. No payment shall be made for EEMs not listed in the Exhibit(s), or for EEMs installed before this LOA is counter-signed and returned to Eversource by the Participant unless authorized by the Company.
8. The Participant may propose changes to the scope of this LOA by giving written notice to the Company. Without prior written approval by the Company, the Company may not recognize any changes implemented by the Participant.
9. If the Participant agrees to the attached Standard Terms and Conditions of this Letter of Agreement, please sign below and return to:

Robert Ives  
Energy Efficiency Consultant  
Eversource  
PO Box 270  
Hartford, CT 06141

Robert Ives  
Signature of Company Official

Robert Ives  
Name (Print)

Energy Efficiency Consultant  
Title of Company Official

4/30/2021  
Date

\_\_\_\_\_  
Signature of Participant Official

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title of Participant Official

\_\_\_\_\_  
Date

## Savings Are Essential Incentive Summary

Eversource  
New Fairfield MS  
Project # CT21P00634146

In an effort to support our valued customers and workforce, we are introducing new 'Savings are Essential' incentives to stimulate additional demand in the market. These incentives are aimed at making customer decisions easier, while improving their operating costs quickly without having to concern themselves about long-term financial ambiguity.

All measures must be installed prior to June 30, 2021 in entirety in order for total incentive to be paid. If changes are made or not all measures are installed, the 'savings are essential' incentive will be recalculated based on the final scope of work installed by June 30, 2021. The final incentive cannot exceed the incentive listed below. All measures not installed by June 30, 2021, will not be eligible for the 'savings are essential' incentive listed below and will default to the amount outlined in the accompanying Exhibit A's in this LOA.

Incentive Summary		
Original 2021 Incentive	Added Incentive	NEW 'Savings Are Essential' Incentive
\$35,373.65	\$5,442.10	\$40,815.75

Savings Summary				
Total Project Cost	Annual Electric kWh Savings	Annual Gas CCF Savings	Total Electric Incentive	Total Gas Incentive
\$96,446.68	54,421	-	\$40,815.75	\$0.00

Please sign this incentive summary and return it to Eversource as soon as possible. This agreement shall be valid only if accepted by Participant and a counter-signed copy is returned to Eversource within thirty (30) days from the date of this agreement.

Agreement accepted by:

Customer

Date

*Robert Ives*

4/30/2021

Robert Ives  
Energy Efficiency Consultant

Date

## Energy Efficiency Standard Terms and Conditions (4/29/2015 Version)

1. To be eligible for an incentive payment, the Participant shall install the Energy Efficiency Measures ("EEMs" or "measures") and comply with the requirements listed in the Exhibit(s) and verify the EEMs perform in their intended manner. The Participant shall design and install each and all EEMs identified in the Exhibit(s). The Participant shall obtain all necessary permits and comply with all applicable laws, ordinances, building codes, and regulations of all appropriate governing authorities. Moreover, the Participant shall be responsible for any infraction or violation thereof, and any expense or damage resulting therefrom. The Participant receiving incentives shall be responsible for any tax liability associated with incentive payments.
2. The Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource") and/or the Yankee Gas Service Company, doing business as Eversource Energy ("Eversource"), as manager of the Connecticut Energy Efficiency Fund ("EEF"), on behalf of its customers, shall issue a Form 1099 to all Participants who receive more than \$600.00 of incentives per year.
3. To be eligible for an incentive payment, the project must be inspected by Eversource and verified to be installed and operating in accordance with the approved energy analysis report and/or Exhibit(s) by the agreed upon completion date. The Participant shall notify Eversource in sufficient time and allow Eversource reasonable access to the facility to conduct such inspections and shall supply Eversource with copies of any requested documents necessary to verify that the project complies with the Letter of Agreement ("LOA") requirements.
4. Incentive payments from the EEF to the Participant are based on the EEMs actually installed by the Participant, which are specified in and in compliance with, the Exhibit(s). Eversource will provide the Participant (or their designee) with the actual incentive payment based on Eversource's review and approval of final installed costs after installation of all measures. Eversource is solely responsible for determining the final incentive amount and reserves the right to withhold the incentive payment until it has verified actual cost(s) of the measures or performance specifications of installed measures.
5. Participant acknowledges and agrees that (a) neither Eversource nor any of its employees, agents, representatives or consultants are responsible for assuring the design, analysis, engineering, and/or installation of any or all of the individual EEMs is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized as applicable to the technology, and (b) Eversource does not represent, warrant or guarantee the product or services of any particular vendor, manufacturer, contractor or subcontractor.
6. Only electricity retail distribution customers of Eversource and/or firm gas customers of Eversource, at time of inspection, are eligible to receive incentives and become Participants in any of the EEF energy conservation programs. In addition, Participants who receive service for the subject facility noted in this LOA via Eversource's distribution equipment are eligible for incentives.
7. Eversource does not represent, warrant, or guarantee the safety of any EEMs or that the installation of any EEMs will result in any level of energy savings will occur at the level projected in the energy analysis report and/or the Exhibits or will result in any measurable energy related benefit. Factors that are impossible to predict, such as changes in facility use, equipment additions or modifications, cutbacks, or weather changes, etc., all of which may impact the Participant's future electric energy or natural gas use and savings. Eversource's scope of review for purposes of this LOA is limited to determining if the EEMs have met the program requirements. Eversource does not include any kind of safety or performance review of the equipment installed or serviced in connection with this LOA or any planned or installed EEMs.
8. Eversource reserves the right to perform, at EEF's expense, and within two years of incentive payment, a confidential project evaluation, under actual operating conditions, to help determine the actual energy savings. The Participant shall provide information as necessary to facilitate this evaluation.
9. In accordance with the Department of Public Utility Control's ("DPUC", now known as the Public Utilities Regulatory Authority) September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this LOA and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the Connecticut EEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by EEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource shall be the allocation in effect (per the applicable DPUC decision) on the Effective Date of the LOA.
10. By counter-signing and returning this LOA to Eversource and as a condition for receiving EEF incentives pursuant to the applicable conservation programs, Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this LOA in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. Forward Capacity Market 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 Forward Capacity Market, or any successor or replacement market/capacity procurement process.
11. If the Participant requests in writing additional time to complete the EEMs at least (5) five business days prior to the project's estimated completion date as stated in this LOA, Eversource may grant an extension, but reserves the right to re-evaluate any program incentives or modify the EEF Energy Conservation Program Standard Terms and Conditions in effect at the time of the request.
12. Eversource may, by written notice, terminate the LOA for convenience, in whole or in part. In this event, Eversource shall pay, from the EEF, the unit or pro rata price for the performed and accepted portion of the project, and a reasonable amount, not otherwise recoverable from other sources, for the unperformed or unaccepted portion of the project, provided that the total compensation does not exceed the total amount in the LOA. No allowance will be made for anticipated profits. Eversource and the EEF shall not be liable for any consequential or incidental damages for termination under this Article.
13. These Standard Terms and Conditions are applicable only to the facilities described in the LOA and not to any future additions or alterations to the Participant's facility that may be serviced by Eversource.
14. The Participant shall defend, indemnify and hold harmless Eversource, its directors, officers, employees, agents, affiliated companies, and representatives, against and from any and all loss, claims, actions, or suits, including cost and reasonable attorneys' fees, arising from the Participant's participation in Eversource's Energy Efficiency Services. Eversource shall not be liable to Participant for any damages in contract or tort or otherwise including negligence caused by any activities related to Participant's participation in Eversource's Energy Efficiency Services, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by Eversource. Eversource's liability under this LOA shall be limited to paying the incentives specified for the EEMs, but only as and if such incentives become payable to Participant and only to the extent that such incentives are not subject to repayment as provided in this LOA. In no case shall Eversource be liable to Participant 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.
15. These Standard Terms and Conditions are binding on the heirs, successors and assigns of the Participant and Eversource. The LOA shall not be assigned by either party without prior written consent of the other.
16. The LOA shall be administered and interpreted under the laws of the State of Connecticut. If any part is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the terms and conditions shall continue in full force and effect.
17. The Participant understands that all funding for this program derives from the EEF and funded by the customers of Eversource. Eversource is not responsible for any costs or damages incurred by the Participant if funding for this program or the EEF is reduced or eliminated by the State of Connecticut, the Department of Energy and Environmental Protection or the Connecticut Public Utilities Regulatory Authority.
18. The parties shall endeavor to resolve any dispute arising out of or relating to this LOA by mediation before the alternative dispute resolution staff of the Public Utilities Regulatory Authority ("PURA"). If a resolution cannot be reached in that forum, the parties agree resolve their dispute by the CPR Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this LOA, including the breach, termination or validity thereof, which remains unresolved 45 days after the appointment of a mediator, shall be finally resolved by confidential, final and binding arbitration in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut, or such other location mutually agreed to by the parties. The arbitration must be commenced within two years of the conduct or action giving rise to the dispute.

**Exhibit A**  
**AMPLIFY - New Fairfield BOE - Middle School Gym**  
**Energy Efficiency Services Project #: CT21P00634146**  
**April 30, 2021**

A. The Participant will submit documents for review as required. The Company will review construction documents to facilitate the verification of conformance with the energy efficiency improvement measures detailed.

B. The listing of a specific manufacturer in this Contract does not represent an endorsement of a specific product by the Company. Listed manufacturers are those proposed by the Participant in their application. The Participant may substitute an equivalent product, which will produce equal or greater energy savings than the product originally proposed, with the approval of the Company.

**Measure 1 of 3 : New and/or Retrofit Lighting and/or Lighting Occupancy Controls**

Installation of new and/or retrofit lighting fixtures as proposed on attached project scope and summarized below. The fixtures/lamps shall comply with Eversource LED requirements. **If LED lighting does not meet Eversource LED requirements at time of inspection then incentive shall be recalculated.**

Approximate floor area affected by fixture/lamp retrofits (square feet):	8,400
Basic description of areas being affected:	Education (Preschool, Elementary, Jr./Sr. High, University)
Number of existing fixtures/lamps affected:	48
Number of Standard fixtures/lamps to be installed:	0
Number of Enhanced Performance fixtures to be installed:	48
Number of High Performance fixtures to be installed:	0
Number of fixtures/lamps to be controlled by Occupancy Sensors:	48
Number of fixtures/lamps to be controlled by Daylight Harvesting Sensors:	0
Estimated Installed Cost of Standard fixtures/lamps:	\$0.00
Estimated Installed Cost of Enhanced Performance fixtures:	\$23,635.68
Estimated Installed Cost of High Performance fixtures:	\$0.00
Estimated Installed Cost of Non-Eligible fixtures/lamps:	\$0.00
<b>Total Estimated Installed Cost</b>	<b>\$23,635.68</b>
<b>Total Estimated Incentive</b>	<b>\$6,495.30</b>

If upon final inspection, there are any changes to the measure, the incentive will be recalculated based on installed equipment and the Company's review of itemized invoices. At its discretion, the Company may limit the incentive to the amount stated in this Exhibit A for this measure. Therefore, the Company advises that the Participant or the Participant's design professional propose in writing any significant changes to this measure to the Company at the earliest possible point in time for review, evaluation and approval in accordance with this LOA.

Estimated Measure Incentive Breakdown	
Installation and Additional	\$6,495.30
Measure Verification (100%)*	_____
<b>Total</b>	<b>\$6,495.30</b>

Estimated Electrical Savings			
Demand	kW	Energy	kWh
Summer	3.12	Annual	14,434
Winter	1.77	Lifetime	170,822

\*Measure Verification: The Participant or the Participant's design professional shall signify that they have satisfied themselves that all installed controls are performing as intended.

1. Verification that all the correct equipment and/or systems are being controlled.
2. Verification of correct system installation. The system shall be defined as any sensors and all the lighting fixtures and/or other equipment (fans, dampers, etc.) that it controls.
3. Verification that all sensors and control devices are calibrated.
4. Verification that the system automatically functions as intended with all defined delays.
5. Verification that operation and maintenance manuals have been provided.
6. Verification that the Participant's representative and/or operator has been instructed in the proper operation and maintenance of the equipment.

Participant or Participant's Design Professional's Signature (at time of inspection)

Date

Regarding Linear Tube LED Products; Customers should review each lighting technology's installation and maintenance requirements carefully. Some linear LED products are NOT backwards compatible to accommodate fluorescent lamps or other LED tube products after the retrofit. Please follow all manufacturers' specifications when installing and maintaining equipment to ensure proper performance, function and safety. 1)Most LED Linear Tube Replacement Lamp product designs by various manufacturers are mechanically interchangeable and utilize existing fluorescent lamp end connectors to supply power to the lamps. However, many of these LED products are not electrically interchangeable with fluorescent lamps or other LED tube products. As a result, maintenance personnel should follow all manufacturers' installation and maintenance guidelines and be trained in their safe use. 2)All LED Linear Tube Replacement Lamps are required to be Underwriter's Laboratory (UL) 1993 listed. Retrofit products that require rewiring retrofit to existing luminaire fixtures must also meet UL 1598C Classification. As such, these products require fixture retrofit in accordance with manufacturer's installation instructions which includes placement of warning markings on each luminaire fixture in accordance with UL 1598C. Please ensure that the labels are installed and maintained for the life of the product. 3)Please contact the LED product's installer or manufacturer with questions with specific product questions.

The installation of aftermarket resistors into LED lighting products is not allowed.

**New Fairfield MS**  
**Energy Efficiency Services Project #: CT21P00634146**  
**April 30, 2021**

**Measure 2: Fan VFD's to HVU 1 and 2**

Furnish and install 2 fan VFD's to HVU 1 and HVU 2.

PROPOSED SYSTEM			
Description of Systems	Control Placement	Quantity of CO2 Sensors	Total CFM of Outside Air Controlled
0	2 Fan VFD's		-
0			
0			

Total Cost for this Measure: \$ 38,750.00  
**Total Estimated Incentive for this Measure: \$8,050.50**

The incentive offered for this measure is based on information provided by the customer or their authorized representative. If upon final inspection there are any changes to the measure, the incentive may be recalculated based on installed equipment and the Company's review. At its discretion, the Company may limit the incentive to the amount stated in this Exhibit A for this measure. Therefore, the Company advises that the Participant or the Participant's design professional propose in writing any significant changes to this measure to the Company at the earliest possible point in time for review, evaluation and approval in accordance with this LOA.

INCENTIVE AND SAVINGS BREAKDOWN (ELECTRIC)				
Estimated Measure Incentive Breakdown		Estimated Electricity Savings		
Installation (80%)		<b>Demand</b>	<b>kW</b>	<b>Energy</b>
Measure Verification (20%)*		Summer	0.00	Annual
<b>Total</b>	<b>\$8,050.50</b>	Winter	0.00	Lifetime
				16,101
				209,313

INCENTIVE AND SAVINGS BREAKDOWN (GAS)				
Estimated Measure Incentive Breakdown		Estimated Natural Gas Savings		
Installation (80%)	\$0.00	<b>Demand</b>	<b>CCF/day</b>	<b>Energy</b>
Measure Verification (20%)*	\$0.00	Winter	0.00	Annual
<b>Total</b>	<b>\$0.00</b>	Peak Day		Lifetime
				0
				0

\*Measure Verification: The Participant or the Participant's design professional shall sign below stating that they have satisfied themselves that the CO2 sensors and their control(s) listed above are performing as intended. By signing, the Participant assures:

- They have verified correct system installation. This includes any sensors, control devices, and electrical isolation equipment required for correct automated operation.
- They have verified correct outside air damper modulation in response to sensor readings.
- Verification that the Participant's representative and/or operator has been instructed in the proper start-up, operation and maintenance of the equipment.

\_\_\_\_\_  
Participant or Design Professional's Signature (at time of inspection)

\_\_\_\_\_  
Date

**Exhibit A**  
**New Fairfield MS Gym**  
**Energy Efficiency Services Project #: CT21P00634146**  
**April 30, 2021**

**Measure 3 of 3: Installation of VFD Control on HVAC Hot Water Pump(s)**

Design and install Variable Frequency Drive (VFD) control for a total of (2) HVAC Hot Water Pump(s) used for space heating. The controls shall modulate to automatically control system water flow and pressure.

Unit	Quantity	Hp	Incentive per VFD	Total Incentive	Inspection notes
HHW P1 &2	2	15.0	\$4,777.20	\$9,554.40	

**Total Estimated Installation Incentive this Measure: \$9,554.40**

The incentive offered for this measure is based on information provided by the customer or their authorized representative. If upon final inspection, there are any changes to the measure, the incentive may be recalculated based on installed equipment and the Company's review of itemized invoices. At its discretion, the Company may limit the incentive to the amount stated in this Exhibit A for this measure. Therefore, the Company advises that the Participant or the Participant's design professional propose any significant changes to this measure to the Company in writing at the earliest possible point in time for review and evaluation for additional incentives defined in a future Addendum to this LOA in accordance with this LOA.

Estimated Measure Incentive Breakdown	
Installation (80%)	
Measure Verification (20%)*	
<b>Total</b>	<b>\$9,554.40</b>

Estimated Electricity Savings			
Demand	kW	Energy	kWh
Summer	0.00	Annual	23,886
Winter	2.18	Lifetime	310,518

**\*Measure Verification:** The Participant or the Participant's design professional shall sign below stating that they have satisfied themselves that the HVAC Hot Water Pump(s) under VFD control are performing as intended. By signing, the Participant assures:

- They have verified correct system installation including correct direction of rotation. The system shall be defined as any sensors, control devices, speed controllers,
- They have verified that there are no unusual noises or vibrations.
- Verification that operation and maintenance manuals have been provided.
- Verification that the Participant's representative and/or operator has been instructed in the proper start-up, operation and maintenance of the equipment.

\_\_\_\_\_  
Participant or Design Professional's Signature  
(at time of inspection)

\_\_\_\_\_  
Date

Project Scope

AMPLIFY - New Fairfield BOE - Middle School Gym											
New Fairfield, CT											
CT21P00634146											
Area Description	Qty Before	Description Before	Watts/ Fixture Before	Annual Hours Before	Qty After	Proposed Equipment - Manufacturer	Proposed Equipment - Model Number	"NEW" Occupancy Sensor? (Y or N)	Watts/ Fixture After	Wattage with High End Trim	Annual Hours After
Main Floor - Middle School Gym	48	Fluorescent, 6L 4 FT, 28W T8, Instant Start Ballast	144	3,032	48	Maxlite	BLHE2-090DUF-40	Y	90	83	2,122