

MEMORANDUM OF AGREEMENT

BETWEEN THE

KENTUCKY SCHOOL BOARDS ASSOCIATION (KSBA)

AND

██████████ COUNTY SCHOOLS

LGE-KU SPECIAL ENERGY PROJECT FUNDING

THIS MEMORANDUM OF AGREEMENT (the "AGREEMENT") is made and entered into this August 15, 2016 by and between the Kentucky School Boards Association, 260 Democrat Drive, Frankfort, Kentucky and [REDACTED] (hereinafter "District").

WITNESSETH:

WHEREAS, The Louisville Gas and Electric ("LGE") and Kentucky Utilities ("KU") Companies have been authorized by the Kentucky Public Service Commission in a final order of PSC Case No. 2015-00398 to provide KSBA special energy project funding to be distributed to eligible K-12 public schools located in their service territory; and

WHEREAS, KSBA and LGE-KU entered into a Program Agreement whereby LGE-KU agreed to provide \$1,000,000 for said projects to be completed by June 30, 2018; and

WHEREAS, KSBA can reimburse eligible districts either a base option amount or a match option amount for energy projects in their LGE-KU served facilities; and

WHEREAS, KSBA may reimburse districts an additional matched share from funds not utilized by eligible districts; and

WHEREAS, the expenditure of funds shall be monitored by KSBA and subject to LGE-KU review within the terms of the Program Agreement; and

WHEREAS, District is a body politic and corporate, pursuant to KRS 160.160, having the authority to contract;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties to this AGREEMENT, KSBA and District hereby COVENANT AND AGREE to the following terms and conditions of the Special Energy Project Funding and to participate in the program as follows:

1. OBLIGATIONS OF District

1.1 District shall undertake the following obligations for itself for LGE-KU served K-12 schools and further agrees that such terms shall be binding as applicable:

1.1.1 Comply with the applicable requirements and installation of energy efficiency measures as specified in district's Proposal – Attachments B and C, which are attached and are hereby incorporated into this AGREEMENT;

1.1.2 Provide the following information as applicable for each funded project;

- i. Physical description of location
- ii. Account Number
- iii. Installed measures type as applicable
- iv. Data specific to:
 1. Quantities
 2. Type measure/description (LED/fixture, A/C type, Heat Pump, Motors/Pumps, VFD, Other)
 3. Type fixture (description)
 4. Number of lamps per fixture (when applicable)
 5. Lamp/fixture wattage (actual draw) (when applicable)
 6. Estimated annual operating hours
 7. Actual equipment cost per fixture/unit
 8. Actual installed /operable date (final report)
 9. Unit make/model and tonnage
 10. Unit description (Packaged/Unitary A/C; Heat Pump; Rooftop A/C; Ground Source A/C)
 11. Number units
 12. Tons per unit (BTUs, MBTUs)
 13. ARI Rating (SEER/EER)
 14. Motor/Pumps unit descriptions, make/model #, age
 15. Motor/Pumps HP, type, RPM, installed efficiency
 16. VFD unit descriptions, make/model #, HP
 17. Full load efficiency in kW/ton (Final Report - New)
- v. Inoperable equipment should be specified by measure type/location.
- vi. All associated savings calculations to confirm operating hours & coincidence factors use in savings calculations
- vii. Engineer reports (when available)
- viii. Energy and demand before project (by project, including primary source of data used to verify savings)
- ix. Energy and demand after project (by project and aggregated projects)

- x. Calculation methodologies applied to operating hours, energy and demand impacts (applies to preliminary project and completed calculation methodologies)
- xi. Copy of all equipment invoices (materials and labor)
- xii. Photos of existing and new measures
- xiii. Other installed measures not cited above shall include applicable account detail, project/unit descriptions, unit, operation hours, annual kWh savings, peak demand savings, costs (labor and equipment), and calculation methodologies applied.

1.1.3 Retain all records relating to the Project for at least three (3) years after the end of the term of this AGREEMENT;

2. OBLIGATIONS OF KSBA

2.1 KSBA shall undertake the following obligations:

2.1.1 Pay District the amount of "LGE-KU Funding" as set forth on Attachment A of this MOA .

2.1.2 Payment for the project will be made within 30 days of receipt of a copy of verifiable paid invoices and proof of payment.

3. MUTUALITY OF OBLIGATIONS

3.1 The obligations imposed upon the parties to this AGREEMENT are for the benefit of the parties and we each hereby agree that timely fulfillment of each and every obligation in accordance with this AGREEMENT is material and necessary. In the event of a material breach by either party to this AGREEMENT, the other party shall give written notice of the breach to the breaching party and the opportunity to cure such breach within (10) business days. Upon the failure of the breaching party to cure within said timeframe, the non-breaching party may terminate this AGREEMENT upon notice without further obligation to the other party.

3.2 Except as otherwise provided in this AGREEMENT, the parties to this AGREEMENT shall be solely responsible for any costs incurred in fulfilling their obligations under the AGREEMENT, and no party shall have any claim against the other party for reimbursement of such costs.

3.3 District agrees and understands that this AGREEMENT allows for a potential grant funding source which, subject to conditions of the grant and as set out herein, may apply towards certain costs of energy project work and District further agrees and understands that District shall be solely responsible for any and all legal, statutory, contractual, and financial obligations (over and above proper application of grant funding, including, but not limited to KDE Facilities Requirements).

4. TERM OF AGREEMENT

4.1 The term of this AGREEMENT shall run from August 15, 2016 through July 31, 2018, or upon final payment by KSBA, whichever occurs first, or until termination of the Program Agreement as otherwise provided herein.

5. CANCELLATION

5.1 This AGREEMENT can be terminated without cause by mutual consent of the parties following thirty (30) days prior written notice to the other party, or by KSBA at any time upon depletion of the grant funding and for cause as provided for in paragraph 3.1.


6. NOTICE

6.1 Notices required under this agreement shall be mailed by registered or certified mail, or hand-delivered, to the District Schools' Superintendent at the address at the beginning of this AGREEMENT and to the KSBA Executive Director at the address at the beginning of this AGREEMENT

IN WITNESS WHEREOF, KSBA and District have executed this AGREEMENT as of the date first written above.

AGREED TO BY:

Kentucky School Boards Association



Mike Armstrong, Executive Director

Date: 8-8-16

District School Board of Education

Board Chairperson

Date: _____

Attested by: _____
Board Secretary

Date: _____

Attachment A Funding Distribution

Residual Match Option Selected

The LGE-KU Grant will reimburse the district up to	<u>\$ 16,000.00</u>
For Projects totaling or exceeding	<u>\$ 32,000.00</u>

If projects do not total \$ 32,000.00
the LGE/KU Grant will reimburse the district up to but not exceeding half of the the project total.

For Clarity:

Grant Share	\$ 16,000.00
District Share	\$ 16,000.00
Project Total Minimum	\$ 32,000.00

All other requirements of the MOA must be met for reimbursement.

Attachment A Funding Distribution



Match Option Selected

The LGE/KU Grant will reimburse the district up to \$ 10,000.00
For Projects totaling or exceeding \$ 20,000.00

If projects do not total \$ 20,000.00
the LGE/KU Grant will reimburse the district up to but not exceeding half of the the project total.

For Clarity:

Grant Share	\$ 10,000.00
District Share	\$ 10,000.00
Project Total Minimum	\$ 20,000.00

All other requirements of the MOA must be met for reimbursement.

Proposal for [REDACTED] School

Project Description: This will be a retrofit of the linear fluorescent fixtures at the [REDACTED] school. The existing linear fluorescent tubes will be removed along with the tombstones and ballasts. New direct wire LED tubes (with built in drivers) and tombstones will be installed in each fixture to complete the retrofit. The LED retrofit will maintain or improve light levels. This is material cost only. The district will self perform the installation with their maintenance staff.

Existing Equipment									
Project List	Account Number	Light Type	# lamps / fixture	# fixtures	watts per fixture	total watts	Annual Operating Hours	Total kwh/year	Monthly demand, KW
Classrooms	3000-0530-4005	T8 Troffers	4	560	112	62,720	2000	125,440	62.72
Hallways and Other	3000-0530-4005	T8 Troffers	3	280	84	23,520	3000	70,560	23.52

New Equipment								
Project List	Light Type	# lamps / fixture	# fixtures	watts per fixture	total watts	Annual Operating Hours	Total kwh/year	Monthly demand, KW
Classrooms	LED Tubes	2	560	36	20,160	2000	40,320	20.16
Hallways	LED Tubes	2	280	26	7,280	3000	21,840	7.28

Annual Savings		
annual kwh	monthly KW	Annual Savings, \$
133,840	59	13,384

Project Cost	
\$	25,816

Simple Payback	
	1.93

Proposal for [REDACTED] School

District: [REDACTED]
 Building Name: [REDACTED]
 Contact: [REDACTED]
 Project Description:

This will be a retrofit of the linear fluorescent fixtures at the [REDACTED] School. The existing linear fluorescent tubes will be removed along with the tombstones and ballasts. New direct wire LED tubes (with built in drivers) and tombstones will be installed in each fixture to complete the retrofit. The LED retrofit will maintain or improve light levels. This is material cost only. The district will self perform the installation with their maintenance staff.

Existing Equipment									
Project List	Account Number	Light Type	# lamps / fixture	# fixtures	watts per fixture	total watts	Annual Operating Hours	Total kwh/year	Monthly demand, KW
Classrooms	3000-0086-4045	LED Tubes	4	315	136	42,840	2000	85,680	42.84
Corridors	3000-0086-4045	LED Tubes	3	390	102	39,780	3000	119,340	39.78

New Equipment								
Project List	Light Type	# lamps / fixture	# fixtures	watts per fixture	total watts	Annual Operating Hours	Total kwh/year	Monthly demand, KW
Classrooms	LED Tubes	2	315	36	11,340	2000	22,680	11.34
Corridors	LED Tubes	2	390	26	10,140	3000	30,420	10.14

Annual Savings		
annual kwh	monthly KW	Annual Savings, \$
151,920	61	15,192

Project Cost
\$ 20,920

Simple Payback
1.38

This Tab Summarizes all of the projects for the district.

Projects	Monthly KW Savings	Annual KWH Savings	Annual \$ Savings	Installed Cost, \$	Rebates, \$	Final Installed Cost,\$	Simple Payback
	58.8	133,840	13,384	25,816		25,816.00	1.929
	61.14	151,920	15,192	20,920		20,919.90	1.377
Project 3	0	-	-	-		-	
Project 4	0	-	-	-		-	
Project 5	0	-	-	-		-	
Total	119.94	285,760	28,576	46,736		46,735.90	1.635

Funding Participation Resolution
MATCH - RESIDUAL OPTION

WHEREFORE,

By Order entered on March 31, 2016 in Case No. 2015-00398, the Kentucky Public Service Commission ("PSC") authorized the Louisville Gas and Electric and Kentucky Utilities companies to make available to the Kentucky School Boards Association ("KSBA") for distribution to eligible school districts and administration thereof certain Special Energy Project Funding ("SEPF") in the respective territories of said utility providers, effective July 1, 2016 and continuing through September 30, 2018; and

WHEREFORE,

The Board of Education of [REDACTED] Kentucky ("Board"), having supported rate intervention efforts through KSBA resulting in the availability of SEPF and desiring to participate in the distribution and utilization of said funding through the SEPF Program administered by KSBA consistent with the above referenced Order of the PSC;

The Board hereby APPROVES participation in the SEPF Program administered by KSBA at the **MATCH OPTION** and subject to availability the **RESIDUAL OPTION**. The Board further AUTHORIZES and DIRECTS the Board Chair to execute on behalf of the Board that certain Memorandum of Agreement with KSBA under which the District will match on a dollar for dollar amount as described in our project proposal up to \$ 10,000.00 and Board will receive the lesser of \$ 10,000.00 (RFP ATTACHMENT A, column D) for the **MATCH OPTION** or actual verified costs of the designated project(s) as shown on the attached proposal based on submission to KSBA of an invoice and additional documentation confirming project completion; and, subject to the availability and amount of Residual Award Funding, the Board authorizes that the energy projects as shown on the attached proposal for the **RESIDUAL OPTION** funded projects be matched on a dollar for dollar basis up to the lesser of \$ 23,367.95 or actual verified costs of the designated residual project(s) as shown on the attached proposal based on submission to KSBA of an invoice(s) and additional documentation confirming project completion.

[REDACTED] Board of Education
Chair - *Vice*
Attest
Title