



**Regular Meeting of the Board of Trustees  
June 14<sup>th</sup>, 2016**

1. **Opening of Meeting**
2. **Executive Session 5:30 PM**
3. **Pledge of Allegiance 6:00 PM**
4. **Meditation (Moment of Silence)**
5. **Presentations**
  - a. Employee Recognition – Service Time Awards
  - b. Sonitrol Alarm Company – Police Officer Recognition
6. **Citizens Address**
7. **Administrative Reports**
8. **Trustees' Report**
9. **Public Hearings (Action Required)**
10. **New Business**

**Public Safety**

- a. Approval of Donation Acceptance..... Action
- b. Appointment of Fulltime Police Officer Replacements ..... Action
- c. Appointment of Fulltime Record Clerk - Nightshift..... Action
- d. Appointment of two Part-time Records Clerk ..... Action
- e. Request for Approval of Resolution Permitting Administrator to Sign Contracts..... Action
- f. Approval of Donation Acceptance..... Action

**Public Services**

- a. Approval of Part Time Seasonal Hire ..... Action
- b. Approval of Resolution to Declare Nuisance and Order Abatement ..... Action

**Zoning**

- a. Request for Public Hearing for a Zoning Map Amendment at 3680 Springdale ..... Action

**Administration**

- a. Approval of Lighting Upgrade..... Action
- b. Approval of Retro-Commissioning Services Contract ..... Action

**11. Fiscal Officer's Report**

- a. Approval of Minutes

**12. Executive Session - if needed**

**13. Adjournment**

**Resolution # 25-16**

COLERAIN

# PRESENTATIONS

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Department: Colerain Township, Department of Public Safety

Department Heads: Chief of Department, Frank Cook and Chief of Police Mark Denney

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## **Fire Department**

a. Employee Recognition – Service Time Awards

Rationale:

Battalion Chief Greg Brown and Firefighter/EMT Tom Ehrman served the Township for 30 years. Chief of Department Frank Cook will recognize their service with a 30 year service award.

## **Police Department**

a. Sonitrol Alarm Company – Police Officer Recognition

Rationale:

Representatives of Sonitrol Alarm Company will present “Certificates of Appreciation” to Colerain Police officers, Anthony Hatcher and Andrew Kemper for their response to an alarm at the old Bevis Elementary School that led to an apprehension.

## NEW BUSINESS

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Department: Colerain Township, Department of Public Safety

Department Heads: Chief of Department, Frank Cook and Chief of Police Mark Denney

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### **Department of Fire and Emergency Medical Services**

a. Approval of Donation Acceptance

Rationale:

The Colerain Township Department of Fire and EMS received an anonymous donation of \$20 for services provided by our firefighters. No details were provided on how our personnel assisted the donor.

### **Colerain Police Department**

a. Approval of Donation Acceptance

Rationale:

Mr. Willaim Ostmann presented the Police Department with a donation of \$100 as a show of appreciation for conducting "Vacation Checks" on his residence

b. Appointment of Fulltime Police Officer (replacement)

Recommend approval to hire Andre Jones for the position of fulltime Police Officer.

Mr. Jones is the 2016 recipient of the Colerain Police Department Academy Scholarship and is our first officer to complete the police academy. Andre is a 2015 graduate of the University of Cincinnati, with a Bachelor's Degree in Criminal Justice and a Minor in Substance Abuse Counseling. Andre was also the starting safety on the UC Bearcat football team. He is a Colerain Township resident and a 2012 graduate of Colerain High School. Andre graduated from the Butler Tech police academy on June 2, 2016.

If approved, Andre Jones' salary would be \$47,520.28 per year and he would serve a one-year probationary period. This position would fill a vacancy created by the resignation of another officer.

Rationale:

This appointment fills the vacancy created by the resignation of Nick McCarthy and is not a new position.

c. Appointment of Fulltime Police Officer (replacement)

Recommend approval to hire Nicole Dennis to the position of fulltime Police Officer.

Nicole is currently employed by the Colerain Police Department as the fulltime nightshift clerk. Nicole is a 2008 graduate of Oak Hills High School and a 2014 graduate of

## NEW BUSINESS

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Northern Kentucky University where she received her Bachelor's Degree in Criminal Justice and Psychology.

If approved, Nicole Dennis' salary would be \$47,520.28 per year and she would serve a one-year probationary period. This position would fill a vacancy created by the resignation of another officer.

Rationale:

This appointment fills the vacancy created by the resignation of Matt Ashcraft and is not a new position.

d. Appointment of Fulltime Police Officer (replacement)

Recommend approval to fill the vacant fulltime police officer position created by the recent resignation of Probationary Officer Benjamin Kemper.

The Police Department is currently in the process of a selection process to fill this position and should have that completed in the next two weeks.

If approved, the replacement officer's salary would be \$47,520.28 per year and the candidate would serve a one-year probationary period. Again, this is not a new position..

Rationale:

This appointment fills the vacancy created by the resignation of Benjamin Kemper

e. Appointment of Fulltime Records Clerk - Nightshift

Recommend approval to hire a replacement clerk for the position of fulltime nightshift Records Clerk.

If approved, the hourly rate for the identified candidate would be \$14.82 per hour.

Rationale:

This position would fill a vacancy created by the promotion of Nicole Dennis to the position of fulltime Police Officer. Ms. Dennis will begin her field training as a new officer, once the new clerk selection process is finalized and the candidate is identified.

f. Appointment of two Part-time Records Clerks

Recommend approval to hire for the position of part-time Records and Weekend Clerk.

If approved, the hourly rate for these positions would be \$12.18 per hour

Rationale:

This hours for this position was previously filled by two part-time employees to provide week and weekend clerk coverage. Both of the clerk's employees were



## NEW BUSINESS

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unable to maintain the necessary hours associated with the position. This was a full-time position, that was transitioned to two part-time employees in an attempt to provide more cost-effective coverage.

- g. Request for Approval of Resolution Permitting Administrator to Sign Contracts  
Recommend approval of a Township resolution allowing Administrator James Rowan to sign the contract renewals with the Tabani Group (Northgate Mall) and the Northwest Local School District.

Rationale:

The Northwest Local School District contract is for two years at \$590,446.16, including the funds to purchase a new vehicle for the District investigator.

The contract with Tabani Northgate Mall is for one year valued at \$317,967.00.

Both contracts will split the cost of an investigative software package that increases the Department's ability to respond to crime and locate suspects. The cost of that package is \$8,000.

**The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio**, met in regular session at   p.m. on the \_\_\_\_ day of \_\_\_, 2016 at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Jeffrey F. Ritter, Greg Insko, Michael Inderhees

Mr. \_\_\_\_\_ introduced the following resolution and moved its adoption:

Resolution No. \_\_\_\_\_

RESOLUTION AUTHORIZING ADMINSTRATOR TO EXECUTE AGREEMENTS  
WITH THE NORTHWEST LOCAL SCHOOL DISTRICT ASSOCIATED WITH THE  
ASSIGNMENT OF SCHOOL RESOURCE OFFICERS AND THE SCHOOL DISTRICT  
INVESTIGATOR

WHEREAS, the Township currently maintains regularly scheduled police service to Colerain Township; and

WHEREAS, the School District has determined an increase in said investigative service specific to the School District would be of benefit to all students and employees of the School District; and

WHEREAS, the School District has determined presence of one or more police officers provided to the Board, to serve as school resource officers, would also be of benefit to all students and employees of the School District; and and such officers will have the ability to assist and provide a safer and more secure environment within the Northwest Local Schools; and

WHEREAS, the Township and the School District desire to enter into such an agreement for a police investigator within the School District.

NOW, THEREFORE BE IT AGREED by and between the Township and the School District, as follows

1. That the Board authorizes James M. Rowan, Township Administrator, to execute documents associated with the assignment of School Resource Officers and School District Investigator;
2. That is it hereby found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were taken in an open meeting of the Board, and all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code;
3. That this Resolution shall be effective at the earliest date allowed by law.

Mr. \_\_\_\_\_ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Inderhees \_\_\_\_\_, Mr. Insko \_\_\_\_\_, Mr. Ritter \_\_\_\_\_

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF TRUSTEES

\_\_\_\_\_  
Michael Inderhees, Trustee

\_\_\_\_\_  
Greg Insko, Trustee

\_\_\_\_\_  
Jeffrey F. Ritter, Trustee

Attest:

\_\_\_\_\_  
Heather E. Harlow  
Colerain Township Fiscal Officer

Resolution approved as to form:

\_\_\_\_\_  
Lawrence E. Barbieri (0027106)  
5300 Socialville Foster Rd., Suite 200  
Mason, Ohio 45040  
(513) 583-4200  
Colerain Township Law Director

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Fiscal Officer,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Heather E. Harlow  
Colerain Township Fiscal Officer

## NEW BUSINESS

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Department: Public Services

Department Head: Steve Reutelshofer

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### **Department of Public Services**

#### A. Approval of Part Time Seasonal Hire

Recommend hiring the following individual(s) as part time seasonal employee(s) at an hourly rate of \$11.00 per hour not to exceed 1500 hours per year.

Public Service Maintenance Employees:

1. Michael Roach
2. Cody McKee
3. Andrew Broering

Rationale:

The Agenda item is to hire the following part time seasonal employee(s) for public service / park maintenance duties. Please keep in mind some employee(s) may only work once a week or work limited hours. The rate would be at \$11.00 per hour. The effective date would be immediate and the work would be on an as needed basis.

#### B. Approval of Resolution to Declare Nuisance And Ordering Abatement

Recommend Board of Trustee approval of resolution to remove uncontrolled vegetation and/or refuse at the listed properties.

Rationale:

This resolution is recommended to allow the Township to access and abate properties with zoning code violations.

**The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio**, met in regular session at \_\_\_\_\_ p.m., on the 14<sup>th</sup> day of June, 2016 at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Michael Inderhees, Greg Insco, Jeffrey F. Ritter

Mr./Ms. \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT**

**WHEREAS** Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

	<u>Address</u>	<u>Book-Page-Parcel No.</u>		
3268	AINSWORTH DR	510	0102	0121
9895	ARBORWOOD DR	510	0112	0102
2908	ATWATER DR	510	0052	0338
2574	BELHAVEN DR	510	0061	0311
8154	BLANCHETTA DR	510	0071	0145
9428	BREHM RD	510	0240	0107
9203	BURGESS DR	510	0054	0132
2430	CHOPIN DR	510	0053	0118
3397	COLEEN DR	510	0102	0239
9124	COOGAN DR	510	0053	0021
3177	CREST RD	510	0024	0036
3120	DESHLER DR	510	0052	0483
3222	DESHLER DR	510	0102	0164
2467	ECLIPSE CT	510	0062	0035
9643	GIBRALTER DR	510	0052	0101
10876	GOSLING RD	510	0260	0081
2445	GROSVENOR DR	510	0043	0075
8268	HASKELL DR	510	0061	0264
8276	HASKELL DR	510	0061	0263
10210	HAWKHURST DR	510	0043	0275
2848	HOUSTON RD	510	0024	0188
3050	HYANNIS DR	510	0052	0215
2350	IMPALA DR	510	0032	0360
7010	KING JAMES CT	510	0213	0192
2982	LAVERNE DR	510	0052	0173
3150	LAVERNE DR	510	0052	0232
7681	LIVINGSTON RD	510	0211	0016
9924	LORALINDA DR	510	0112	0203
3373	MARCH TERRACE	510	0081	0323
2511	MARIPOSA ST	510	0051	0023
2180	MILES RD	510	0044	0267
2983	MONTEZUMA DR	510	0054	0383

2557	NIAGARA ST	510	0051	0343
2659	NIAGARA ST	510	0051	0270
3108	NIAGARA ST	510	0052	0441
3111	NIAGARA ST	510	0052	0392
3418	NIAGARA ST	510	0102	0045
2601	ONTARIO ST	510	0051	0179
9115	ORANGEWOOD DR	510	0053	0114
10929	PENARTH DR	510	0034	0165
7670	PIPPIN RD	510	0072	0071
8285	PIPPIN RD	510	0061	0254
10127	POTTINGER RD	510	0113	0289
2345	ROOSEVELT AV	510	0031	0483
9040	ROUND TOP RD	510	0104	0143
2711	ROYAL GLEN DR	510	0071	0318
2482	SCHON DR	510	0044	0039
2489	SCHON DR	510	0044	0030
2641	TOPEKA ST	510	0051	0225
12000	WESTERLY DR	510	0011	0354

**WHEREAS** Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control or removal of any vegetation, garbage, refuse, or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

**WHEREAS** Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

**WHEREAS** In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills; therefore

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;
2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of

record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

5. That this Resolution shall be effective at the earliest date allowed by law.

Mr./Ms. \_\_\_\_\_ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Inderhees \_\_\_\_\_, Mr. Insco \_\_\_\_\_, Mr. Ritter \_\_\_\_\_

ADOPTED this 14<sup>th</sup> day of June, 2016.

BOARD OF TRUSTEES:

\_\_\_\_\_  
Michael Inderhees, Trustee

\_\_\_\_\_  
Greg Insco, Trustee

\_\_\_\_\_  
Jeffrey Ritter, Trustee

ATTEST:

\_\_\_\_\_  
Heather E. Harlow,  
Colerain Township Fiscal Officer  
Resolution prepared by and approved as to form:

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Lawrence E. Barbieri (0027106)  
5300 Socialville Foster Rd., Suite 200  
Mason, OH 45040 (513) 583-4200  
Colerain Township Law Director

### **AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 14<sup>th</sup> day of June, 2016.

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Heather E. Harlow  
Colerain Township Fiscal Officer



## NEW BUSINESS

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Department: Building, Planning & Zoning

Department Head: Jenna M. LeCount, AICP

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### **Zoning**

- a. Request for Public Hearing for a Zoning Map Amendment at 3680 Springdale Road  
Request to set a Public Hearing for Case No. ZA2016-04 on July 12, 2016 at 6:00PM.

#### Rationale:

The Colerain Township Zoning Commission is expected to make a recommendation on the Zoning Map Amendment request on the property located at 3680 Springdale Road at their June 21, 2016 regular meeting. This map amendment item would require a public hearing to be held in front of this Board of Trustees within 30 days of the recommendation.

## NEW BUSINESS

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Department: Administration

Department Head: James Rowan

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### Administration

a. Approval of Lighting Upgrades

Recommend approval to contract with Duke Energy Small Business Energy Saver Program for the following lighting projects:

1. Government Complex – Exterior Lighting Upgrades	\$6,120.75
a. Funding Source (General Fund) – Estimated payback	35.77 months
2. Colerain Fire Station 26 – Interior and Exterior Lighting	\$8,435.33
a. Funding Source (Fire Fund) – Estimated payback	35.56 months
3. Colerain Community Center - Interior and Exterior Lighting	\$7,359.92
a. Funding Source (Community Center) - Estimated payback	27.61 months
4. Fire Station 109 – Interior and Exterior Lighting	\$8,129.23
a. Funding Source (Fire Fund) – Estimated payback	39.95 months
5. Colerain Public Works – Interior and Exterior Lighting	\$11,989.99
a. Funding Source (Public Works) – Estimated payback	40.39 months

Total cost would be \$42,035.22

Rationale:

The purpose of the lighting upgrades are to provide better lighting and greater efficiency.

b. Approval of Retro-Commissioning Services Contract

Recommend approval of agreement with Four Seasons Environmental for Retro-Commissioning Services on township facilities at a cost of \$19,650.

Rationale:

HVAC systems are aging throughout township facilities. Maintenance cost continue to rise. A final Retro-Commissioning report will be provided for each location identifying potential system upgrades to provide greater reliability and efficiency.

Thursday, March 26, 2016 REVISED

James M. Rowan, Administrator  
4200 Springdale Road  
Colerain Township, Ohio 45251  
513-385-7500 ext. 50104

**Re: Retro-Commissioning Services – Colerain Township**

Dear Mr. Rowan,

I'm pleased to offer the following proposal for your review. This quote is to provide Retro-Commissioning services for the Colerain Township. Four Seasons shall investigate the HVAC, electrical and DDC control system to ensure that the systems function per the design and sequence of operations (or better) as outlined in the original design documents. The following owner-furnished documents will be utilized during the investigation:

- Plans, specifications and sequence of operations
- HVAC, Electrical and DDC control system submittals
- Control system drawings and sequence of operations
- Controls system trend and alarm reporting
- Previous air and water balance reports
  - o *Note – the above documents not required to conduct Retro-Cx*

Commissioning services shall include (but not limited to):

- Validate the performance of HVAC systems.
- Verify air and water balance by spot reading the system against the completed air and water balance report.
- Investigate the building automated DDC control operation in occupied, unoccupied and economizer modes.
- Inspect and verify the calibration of the automated DDC control systems.
- Review and investigate building exhaust fan control operations including scheduling, automation, and building pressures.
- Utilize testing equipment to verify the data analysis of the retro-commissioning services.
- Generate energy savings plan with the Township (estimated at 10% to 12% annually).
- Issue a final Retro-Commissioning report for each facility.
- ***FSE to prepare bid specifications for repairs and upgrades.***

Estimated Annual Energy Savings (18 month simple payback) ..... \$12,950.00

Fixed Fee for Retro- Commissioning Services Colerain Township Facilities ..... \$19,650.00

Thank you very much for the opportunity to serve Colerain Township and provide Retro-Cx services.

Signed



Chris Abell, Program Manager  
Four Seasons Environmental, Inc.

## Small Business Energy Saver Program



Customer Name: Colerain Twp Gov Complex  
Customer Address: 4200 Springdale Rd  
City, State and Zip: Cincinnati , OH 45251  
Application Number: 4061

### Value Analysis:

Total Project Cost	\$ 10,069.17
Duke Energy Small Business Energy Saver Incentive	\$ 3,639.57
Duke Energy Small Business Energy Saver Contribution Percentage	36.15 %
Customer Contribution	\$ 6,429.60

### Savings Analysis:

Estimated Total Annual kWh Savings	18,664.46
Estimated Annual Energy Cost Savings	\$ 2,053.09
Estimated Monthly Energy Cost Savings	\$ 171.09
Simple Payback Period (Months)	37.58

### Payment Options:

Option A: Lump Sum Payment (5% discount on Incentivized Cost)	\$6,120.75
Lump Sum Simple Payback Period with 5% Discount (Months)	35.77
Option B: Interest Free Financing (12 Monthly Payments)	\$ 535.80
Net Monthly Profit (Monthly Energy \$ Savings - Monthly Payment)	-\$ 364.71



Small Business  
Energy Saver

Presented By  
**SMARTWATT**  
Energy Inc.®

# Energy Savings Report

Lighting Location			Lighting Baseline				Lighting Proposed				Lighting Savings					
Line	Description	Location Type	Qty	Code	Watts	kW	Annual Hours	kWh	Code	Watts	kW	Control	Annual Hours	kWh	Delta kW	Annual kWh
1	Pole Lights	Dusk-to-Dawn / Exterior Lighting /	8	MH/250/P	295	2.36	4,368	10,308	NAREA/LED/56	56	0.45	LEC/ONOFF	4,368	1,957	1.91	8,352
2	Pole Flood	Dusk-to-Dawn / Exterior Lighting /	2	MH/250/FL	295	0.59	4,368	2,577	NAREA/LED/56	56	0.11	LEC/ONOFF	4,368	489	0.48	2,088
3	Upper Building Wall Packs	Dusk-to-Dawn / Exterior Lighting /	3	MH/250/WP	295	0.88	4,368	3,866	NFLOOD/LED/37	37	0.11	LEC/ONOFF	4,368	485	0.77	3,381
4	Pole	Dusk-to-Dawn / Exterior Lighting /	3	MH/250/P	295	0.88	4,368	3,866	NAREA/LED/56	56	0.17	LEC/ONOFF	4,368	734	0.72	3,132
5	Sign Floods	Dusk-to-Dawn / Exterior Lighting /	2	MH/175/FL	215	0.43	4,368	1,878	NFLOOD/LED/19	19	0.04	LEC/ONOFF	4,368	166	0.39	1,712
Totals			18			5.15		22,495			0.88			3,831	4.27	18,664

## Non-Incentivized Work

**Customer Name:** Colerain Twp Gov Complex  
**Address:** 4200 Springdale Rd  
**City, State and Zip:** Cincinnati , OH 45251

The report below represents Non-Incentivized Work which will be invoiced to the customer directly by SmartWatt Energy:

Description of Work	Notes	Unit Price	Number of Units	Non-Incentivized Cost
Twist Lock Shorting cap, 480VAC max		\$8.33	11	\$91.63
Outdoor Box for New Floods		\$53.67	3	\$161.01
Total Non-Incentivized Cost:				\$252.64

### Equipment and Customer Contribution

SmartWatt Energy will provide the additional work and services as listed on the attached Non-Incentivized Work Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, cap offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.

# Small Business Energy Saver Installation Contract

<b>Customer Name:</b>	Colerain Twp Gov Complex	<b>Vendor:</b>	SMARTWATT ENERGY INC
<b>Address:</b>	4200 Springdale Rd	<b>Audit Date:</b>	6/2/16 10:00 AM
<b>Town, State and Zip:</b>	Cincinnati , OH 45251	<b>Auditor Name:</b>	bschaefer
<b>Account Number:</b>	943021191	<b>Application Number:</b>	4061

This Agreement is exclusively between the customer signing this Agreement below ("Customer") and SmartWatt Energy, Inc. ("Company"). Both Customer and Company may individually be referred to herein as a "Party" or collectively as the "Parties." This Agreement governs the installation of eligible Measures (defined and described in Section 9 below ) pursuant to the Duke Energy Small Business Energy Saver Program ("Program"); collectively, the "Work." The Program offers business customers (such as the Customer) with average peak electric energy demand less than or equal to 100 kilowatts (kW) over the previous 12 months various energy efficiency Measures installed by the Company at a reduced cost.

This Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Agreement are independent contractors. As used herein this Agreement, the term "Duke Energy" shall mean Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Indiana, Inc. depending upon the Customer's regulated utility account and facility address.

## 1. Measures to be Installed

The Company will install the Measures described in Section 9 below at the Customer's facility . The Company's installation contractor shall permanently disable all equipment replaced pursuant to the Program and render replaced equipment unfit for reuse. The Company will remove and dispose of all lamps, ballasts and other replaced equipment in compliance with all local, state, and federal guidelines . By entering into this Agreement, the Customer hereby relinquishes all ownership or property rights to disabled and removed equipment.

## 2. Confidentiality

Without limiting the generality or specificity of any other provision of this Agreement or any other agreement between the Customer and Company, Company (and any subcontractor of Company) agree to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of all Customer account information, meter information, name, address, billing information, or any other personally identifiable information concerning any Customer (collectively, "PII") that Company creates or receives from or on behalf of Duke Energy relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes. Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Customer that such return or destruction is complete. Company will immediately report to Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. Company will fully cooperate with Customer in response to any such incident. Company will report to Customer and fully cooperate with Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Agreement, the indemnity provision more specific to the Liabilities shall apply.

## 3. Installation Date

The Company will attempt to install the Measures within forty-five (45 ) days of Customer signing this Agreement but makes no guarantees as to the final installation date of the Measures.

## 4. Warranty, Disclaimers, Indemnification

- (a) For a period of one (1) year after date of installation of the Measures, the Company will provide a one-time free of charge replacement of any equipment that fails to operate according to manufacturer's specifications.
- (b) Customer may have other warranty rights that may be provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, Duke Energy or their respective parent, affiliates, subsidiaries or agents.
- (c) Neither Duke Energy or the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill.
- (d) Indemnification from Company: The Company shall indemnify and hold harmless Duke Energy and Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Agreement, or (b) negligent or willful misconduct in the performance of this Agreement.



(e) Indemnification from Customer: As part of agreeing to participate in the Program, which includes financial incentives to reduce the Customer's net project costs, the Customer shall protect, indemnify, and hold harmless the Company and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Agreement by, the Company, but specifically including any Losses resulting from breach or default by Customer of the terms and conditions of this Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Agreement.

(f) The Parties agree that solely for purposes of enforcing Duke Energy's rights (specifically concerning indemnification and other liability protections) against either Party under this Agreement, Duke Energy shall be a third party beneficiary to this Agreement; but shall have no performance related obligations under this Agreement or incur any other obligations whatsoever to either Party under this Agreement.

## **5. Limitation on Liability**

Notwithstanding anything herein to the contrary, Company's and Duke Energy's maximum liability to Customer for all Losses pursuant to this Agreement will be limited to any invoiced amounts actually received by Company from Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Customer's premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the nonperformance of any of the terms or conditions of this Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Notwithstanding anything herein to the contrary, neither the Company nor Duke Energy shall, in any event, be liable to Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## **6. Non-Incentivized Work and Customer Responsibilities**

(a) The Program provides incentives of up to 80% of the cumulative fixed unit price of Measures provided by the installation Contractor to all Customers participating in the Program. The fixed unit price is based on the 1 for 1 replacement or retro-fit of existing equipment utilizing the existing electrical wiring and mounting hardware present in the Customer facility. All additional Work outside of this scope and defined below will be itemized by type and cost in the "Non-Incentivized Work Report" provided as part of this Agreement. Any unforeseen additional Work and cost not presented as part of the "Non-Incentivized Work Report" will be presented to the Customer at the time of discovery. The Customer will have the right to cancel Work for which additional cost is required for installation of the Measure(s). If this Work is canceled, all related cost, savings, and incentives proposed for the affected Measures will be removed from the Work and reflected in the final invoice to the customer.

(b) All aerial lifts and staging costs are the responsibility of the Customer and are not incentivized.

(c) All incremental cost for specialty products above the cost of standard equipment prices offered on the Program will be the responsibility of the Customer and is not incentivized.

(d) The Customer must provide reasonable access to all lighting fixtures and baseline equipment being replaced. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the associated cost will be the responsibility of the Customer and is not incentivized.

(e) All incremental cost to comply with Prevailing Wage Laws as required or requested for Work to be completed at the Customer facility will be the responsibility of the Customer and is not incentivized.

(f) All additional electrical wiring, mounting requirements, material and labor cost outside of the standard scope of a 1 for 1 replacement will be the responsibility of the Customer and is not incentivized.

(g) General waste generated on the project will be disposed of by the Company in containers provided by the Customer. The Company can arrange to have general waste containers delivered to the site upon request. The cost for general waste containers will be the responsibility of the Customer and is non-incentivized.

(h) All additional electrical wiring, material and labor cost associated with compliance to all applicable electrical codes will be the responsibility of the Customer and is not incentivized.

(i) All additional time and cost to trace circuits needed to de-energize equipment being replaced due to mislabeled or non-labeled circuit panels will be the responsibility of the customer and is not incentivized.

(j) All Work that is required to be installed outside of normal business hours (7AM to 6PM) will incur additional costs which will be the responsibility of the Customer and is not incentivized.

## **7. Discretion of the Installation Contractor**

When undertaking the installation, the Company (at Company's sole discretion) may choose not to make the installation specified for reasons related to safety, discovery of unforeseen conditions, or the depletion of all Program incentive funds.

## **8. Access to Property**

(a) The Customer must provide a reasonable inside space for delivery and temporary storage of equipment to be installed. The Company will make every reasonable attempt to provide at least 24 hours advance notice of equipment deliver to the Customer site.

(b) Upon completion of installation, Customer agrees to provide a reasonable inside space for lamps and ballasts to be stored prior to being picked up by an authorized waste transporter arranged for by the Company.

(c) Follow-up visits and on site monitoring: The installation Contractor, Duke Energy or agents of either Party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for Program evaluation purposes.

(d) Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.



## 9. Customer Contribution

(a) The Company will install the equipment listed on the attached Energy Savings Report, incorporated herein by reference. The estimated cost of the installation including the estimated Customer Contribution is itemized on this Report. The Customer may choose to pay the Customer contribution as a Lump Sum payment upon completion of the energy efficiency project, or by utilizing the "Interest Free Financing" offer to finance their contribution, subject to the terms and conditions described in the Financing Agreement addendum.

### THE CUSTOMER OPTS TO PAY ITS COST CONTRIBUTION BY (CHECK ONE):

☐ Lump sum payment of \$6120.75 (5% discount) ☐ Interest-Free Financing (12) payments of \$535.80 per month

(b) In the unlikely event of retrofits omitted from the original contract scope, including but not limited to, locked or missed rooms, miscouts, code violations or other unforeseen conditions, such omissions totaling no more than 10% of the original contract cost, may be installed without the written consent of the Customer. If the actual cost of the installation is less than the estimated cost or if the Company chooses not to install Measures in accordance with this Agreement the Company shall adjust the Customer's Contribution and the invoice, advising the Customer accordingly.

(c) If the Customer chooses the Lump Sum payment option, the Customer will be invoiced by the Company upon completion of installation of the proposed Measures. Payment is due upon receipt of the invoice. If the Customer chooses the financing option, the Customer must complete and agree to all terms of the attached Financing Agreement addendum. The Company reserves all rights to collect payment from the customer upon completion of the Work including but not limited to the cost of collections and legal action taken to secure such payment.

## 10. Participation in Other Energy Efficiency Programs

The installed measures are not eligible for incentives from other Duke Energy Efficiency Programs.

## 11. Entire Agreement

This Agreement, including all Exhibits to this Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

## 12. Representations of Customer

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Agreement; and (c) entering into this Agreement will not result in the breach of any agreement to which Participating Customer is a party.

## 13. Authorized Signature of Customer

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

### CUSTOMER NAME & ADDRESS WHERE MEASURES WILL BE INSTALLED:

Business Name	Colerain Twp Gov Complex	Incorporated	<input type="checkbox"/>	Not Incorporated	<input type="checkbox"/>
Address	4200 Springdale Rd	If Sole Proprietorship please provide last 4 digits of tax ID. If not, please provide Federal ID # below.			
City, State, Zip	Cincinnati , OH 45251	Federal ID #	_____		

### CUSTOMER

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

### SMARTWATT ENERGY, INC.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Finance Agreement

**Business Name:** Colerain Twp Gov Complex  
**Address:** 4200 Springdale Rd  
**City, State and Zip:** Cincinnati , OH 45251

**Contact Person:** Jim Rown  
**Phone Number:** 513-385-7500  
**Fax Number:**

This Agreement is between SmartWatt Energy, Inc. and Colerain Twp Gov Complex to finance an Energy Efficiency upgrade for:

**Application Number: 4061**

**Balance Financed: \$ 6,429.60**

The BALANCE FINANCED is payable Interest Free in 12 monthly installments of \$535.80 to be automatically withdrawn on the 15th of each month, with the first monthly payment due the 15th of the following month in which the completion of your Energy Efficiency Project was performed, from:

☐ Credit Card

☐ Checking Account

☐ Savings Account

FINANCING, TERM AND PAYMENT: Subject to express exceptions, Colerain Twp Gov Complex agrees to have the monthly payments automatically debited by SmartWatt Energy, Inc. from the account indicated in this agreement. Payments will be due on the 15th of each month following the completion of the project. A customer statement will be sent to the billing address of record on the 1st of each month.

EARLY PAYOFF AND UNSCHEDULED PAYMENTS: The financed balance can be paid in full at any time prior to the contract term by authorizing SmartWatt Energy, Inc. in writing to debit the remaining balance from the account indicated in this agreement or by sending a check for the remaining outstanding balance to our corporate

**3 Rosell Drive  
Ballston Lake, NY 12019**

Any voluntary payment made in excess of the current amount due, but less than the total outstanding balance, will be applied to the remaining principal balance and will reduce the number and/or amount of any future payments. Please see the example below:

Example: Customer has remaining balance of \$500 and a monthly financing payment of \$100. There is a current payment of \$100 due on the 15th of the current month. The customer decides to make a voluntary credit card payment of \$250 by contacting our corporate office. The voluntary payment would be applied as follows:

<b>Current payment due</b>	\$100.00	monthly payment will be automatically debited as per financing agreement
<b>Month 1</b>	\$100.00	
<b>Month 2</b>	\$100.00	
<b>Month 3</b>	\$100.00	} \$250 voluntary payment will be applied first to Month 4, then Month 3 and the remaining balance applied to reduce the Month 2 payment due to \$50. The Month 1 payment due will remain \$100 and will be auto debited on the 15th of the following month per financing agreement.
<b>Month 4</b>	\$100.00	
<b>Total Outstanding Balance</b>	<b>\$500.00</b>	

DECLINED PAYMENT: A \$35 fee will be applied for all returned or declined payments. This fee will be added to the current amount due and will be collected upon resubmission of your normal monthly payment. SmartWatt Energy, Inc. will contact Jim Rown if payment is declined. If (2) consecutive automatic payments are returned or declined, this financing agreement will be terminated and the total remaining financed balance and all applicable fees will be due immediately. SmartWatt Energy, Inc. will send notification in writing and will include an invoice for the remaining outstanding balance and all applicable fees to be remitted upon receipt.

This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

By signing this document you are confirming the Financing Terms and Conditions arrangement with SmartWatt Energy, Inc. under which we will accept payment of your outstanding balance in 12 monthly installments.

### CUSTOMER

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

### SMARTWATT ENERGY, INC.

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

### Payment Information (payment information must reflect selected payment choice)

**CREDIT CARD**      VISA      MC      AMEX      DISCOVER

**BANK ACCOUNT**

Card Number: \_\_\_\_\_

**\*\*Please attach a Voided Check or Deposit Slip\*\***

CCV: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Account Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_



Small Business  
Energy Saver

## Small Business Energy Saver Program



### Landlord Consent Agreement for Energy Efficiency Improvements

Duke Energy Account Information		
Tenant (Duke Energy Customer) Name: Colerain Twp Gov Complex	Business Name: Colerain Twp Gov Complex	
Street Address: 4200 Springdale Rd	City, State, ZIP: Cincinnati , OH 45251	
SmartWatt Energy Project Number: 4061	Tenant Phone: 513-385-7500	Tenant Email:
Tenant Signature:	Date:	
Landlord/Property Owner Name:	Landlord Company Name (If Applicable):	

# Small Business Energy Saver Program



## Thank you for participating in Duke Energy's Small Business Energy Saver (SBES) Program!

Below is an outline of what you can expect of your upcoming installation:

1. If there are any alternate contacts for your project, please provide your energy auditor with the point of contact for material delivery, including a phone number and availability.

2. The next point of contact(s) will be:

Name: Kelly Kuser  
Title: Construction Coordinator  
Phone: 513-463-7644  
Email: [kkuser@smartwattinc.com](mailto:kkuser@smartwattinc.com)

Name: Sanchez Foster  
Title: Construction Manager  
Phone: 513-463-7644

Kelly will be contacting you (or your designee) within the next business week to schedule the delivery of the materials needed to complete your upgrades. If possible, we'll also discuss scheduling the installation during this call.

3. Materials will be delivered to a mutually agreeable, dry, and secure location at your facility, prior to installation. Kelly will work with you to determine this location and coordinate delivery timing with the Duke Energy SBES team.
4. We need you (or your designee) to complete the following tasks, prior to the installation date:
  - a. Based on our "No Hot Work Policy," our installers will be shutting off power to all circuits in the areas of your facility where they will be performing work. Please make sure each breaker in your electrical panel(s) is clearly marked.
  - b. All areas beneath and around areas where work will be completed need to be cleared prior to installation to ensure the safety of our installers. Please make sure installation areas are cleared.

Completion of these tasks will ensure that we are able to work safely and begin your installation on time. Failure to complete these tasks prior to installation will result in installation delays.

5. Please let us know if you have any additional questions! We look forward to beginning your installation and helping you achieve energy savings.



## Small Business Energy Saver Program



Customer Name: Colerain Fire Station 26  
Customer Address: 3360 W GALBRAITH RD  
City, State and Zip: CINCINNATI, OH 45239  
Application Number: 3884

### Value Analysis:

Total Project Cost	\$ 13,848.06
Duke Energy Small Business Energy Saver Incentive	\$ 5,045.81
Duke Energy Small Business Energy Saver Contribution Percentage	36.44 %
Customer Contribution	\$ 8,802.25

### Savings Analysis:

Estimated Total Annual kWh Savings	25,876.03
Estimated Annual Energy Cost Savings	\$ 2,846.36
Estimated Monthly Energy Cost Savings	\$ 237.20
Simple Payback Period (Months)	37.11

### Payment Options:

Option A: Lump Sum Payment (5% discount on Incentivized Cost)	\$8,435.33
Lump Sum Simple Payback Period with 5% Discount (Months)	35.56
Option B: Interest Free Financing (12 Monthly Payments)	\$ 733.52
Net Monthly Profit (Monthly Energy \$ Savings - Monthly Payment)	-\$ 496.32



Small Business  
Energy Saver

Presented By  
**SMARTWATT**  
Energy Inc.®

## Energy Savings Report

Lighting Location				Lighting Baseline					Lighting Proposed						Lighting Savings	
Line	Description	Location Type	Qty	Code	Watts	kW	Annual Hours	kWh	Code	Watts	kW	Control	Annual Hours	kWh	Delta kW	Annual kWh
1	Bay	24/7 Facilities or Spaces / Un-cooled /	59	S4/2F32/E	59	3.48	8,736	30,410	RLRB/2LED12/N	29	1.71	LEC/ONOFF	8,736	14,947	1.77	15,463
2	Bay	24/7 Facilities or Spaces / Un-cooled /	1	W4/2F32/E	59	0.06	8,736	515	RLRB/2LED12/N	29	0.03	LEC/ONOFF	8,736	253	0.03	262
3	Hall	24/7 Facilities or Spaces / Un-cooled /	1	TF/4F32/E	112	0.11	8,736	978	RKTF/2LED16/N	38	0.04	LEC/ONOFF	8,736	332	0.07	646
4	Exterior WP	Dusk-to-Dawn / Exterior Lighting /	4	MH/250/WP	295	1.18	4,368	5,154	NAREA/LED/56	56	0.22	LEC/ONOFF	4,368	978	0.96	4,176
5	Exterio WP	Dusk-to-Dawn / Exterior Lighting /	2	MH/100/WP	128	0.26	4,368	1,118	NWP/LED10	10	0.02	LEC/ONOFF	4,368	87	0.24	1,031
6	Front WP	Dusk-to-Dawn / Exterior Lighting /	2	MH/250/WP	295	0.59	4,368	2,577	NAREA/LED/56	56	0.11	LEC/ONOFF	4,368	489	0.48	2,088
7	Memorial Floods	Dusk-to-Dawn / Exterior Lighting /	2	I/100	100	0.20	4,368	874	NFLOOD/LED/19	19	0.04	LEC/ONOFF	4,368	166	0.16	708
8	Canopy	Dusk-to-Dawn / Exterior Lighting /	1	MH/100/CPY	128	0.13	4,368	559	NCPY/LED20	20	0.02	LEC/ONOFF	4,368	87	0.11	472
9	Wall Pack Side	Dusk-to-Dawn / Exterior Lighting /	2	MH/100/WP	128	0.26	4,368	1,118	NWP/LED10	10	0.02	LEC/ONOFF	4,368	87	0.24	1,031
Totals			74	6.2643,304					2.2117,428					4.0525,876		

## Non-Incentivized Work

**Customer Name:** Colerain Fire Station 26  
**Address:** 3360 W GALBRAITH RD  
**City, State and Zip:** CINCINNATI, OH 45239

The report below represents Non-Incentivized Work which will be invoiced to the customer directly by SmartWatt Energy:

Description of Work	Notes	Unit Price	Number of Units	Non-Incentivized Cost
19' Scissor Lift per Week		\$321.43	1	\$321.43
Round Trip Delivery		\$300.00	1	\$300.00
mount / photo cells		\$111.22	6	\$667.32
LED/PC 120V - Pencil Style		\$29.17	6	\$175.02
Total Non-Incentivized Cost:				\$1,463.77

### Equipment and Customer Contribution

SmartWatt Energy will provide the additional work and services as listed on the attached Non-Incentivized Work Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, cap offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.



Small Business  
Energy Saver



# Small Business Energy Saver Installation Contract

<b>Customer Name:</b>	Colerain Fire Station 26	<b>Vendor:</b>	SMARTWATT ENERGY INC
<b>Address:</b>	3360 W GALBRAITH RD	<b>Audit Date:</b>	5/11/16 2:00 PM
<b>Town, State and Zip:</b>	CINCINNATI, OH 45239	<b>Auditor Name:</b>	bschaefer
<b>Account Number:</b>	1970005421	<b>Application Number:</b>	3884

This Agreement is exclusively between the customer signing this Agreement below ("Customer") and SmartWatt Energy, Inc. ("Company"). Both Customer and Company may individually be referred to herein as a "Party" or collectively as the "Parties." This Agreement governs the installation of eligible Measures (defined and described in Section 9 below ) pursuant to the Duke Energy Small Business Energy Saver Program ("Program"); collectively, the "Work." The Program offers business customers (such as the Customer) with average peak electric energy demand less than or equal to 100 kilowatts (kW) over the previous 12 months various energy efficiency Measures installed by the Company at a reduced cost.

This Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Agreement are independent contractors. As used herein this Agreement, the term "Duke Energy" shall mean Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Indiana, Inc. depending upon the Customer's regulated utility account and facility address.

## 1. Measures to be Installed

The Company will install the Measures described in Section 9 below at the Customer's facility . The Company's installation contractor shall permanently disable all equipment replaced pursuant to the Program and render replaced equipment unfit for reuse. The Company will remove and dispose of all lamps, ballasts and other replaced equipment in compliance with all local, state, and federal guidelines . By entering into this Agreement, the Customer hereby relinquishes all ownership or property rights to disabled and removed equipment.

## 2. Confidentiality

Without limiting the generality or specificity of any other provision of this Agreement or any other agreement between the Customer and Company, Company (and any subcontractor of Company) agree to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of all Customer account information, meter information, name, address, billing information, or any other personally identifiable information concerning any Customer (collectively, "PII") that Company creates or receives from or on behalf of Duke Energy relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes. Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Customer that such return or destruction is complete. Company will immediately report to Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. Company will fully cooperate with Customer in response to any such incident. Company will report to Customer and fully cooperate with Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Agreement, the indemnity provision more specific to the Liabilities shall apply.

## 3. Installation Date

The Company will attempt to install the Measures within forty-five (45 ) days of Customer signing this Agreement but makes no guarantees as to the final installation date of the Measures.

## 4. Warranty, Disclaimers, Indemnification

- (a) For a period of one (1) year after date of installation of the Measures, the Company will provide a one-time free of charge replacement of any equipment that fails to operate according to manufacturer's specifications.
- (b) Customer may have other warranty rights that may be provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, Duke Energy or their respective parent, affiliates, subsidiaries or agents.
- (c) Neither Duke Energy or the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill.
- (d) Indemnification from Company: The Company shall indemnify and hold harmless Duke Energy and Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Agreement, or (b) negligent or willful misconduct in the performance of this Agreement.



Small Business  
Energy Saver

Initial: \_\_\_\_\_



(e) Indemnification from Customer: As part of agreeing to participate in the Program, which includes financial incentives to reduce the Customer's net project costs, the Customer shall protect, indemnify, and hold harmless the Company and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Agreement by, the Company, but specifically including any Losses resulting from breach or default by Customer of the terms and conditions of this Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Agreement.

(f) The Parties agree that solely for purposes of enforcing Duke Energy's rights (specifically concerning indemnification and other liability protections) against either Party under this Agreement, Duke Energy shall be a third party beneficiary to this Agreement; but shall have no performance related obligations under this Agreement or incur any other obligations whatsoever to either Party under this Agreement.

## 5. Limitation on Liability

Notwithstanding anything herein to the contrary, Company's and Duke Energy's maximum liability to Customer for all Losses pursuant to this Agreement will be limited to any invoiced amounts actually received by Company from Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Customer's premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the nonperformance of any of the terms or conditions of this Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Notwithstanding anything herein to the contrary, neither the Company nor Duke Energy shall, in any event, be liable to Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## 6. Non-Incentivized Work and Customer Responsibilities

(a) The Program provides incentives of up to 80% of the cumulative fixed unit price of Measures provided by the installation Contractor to all Customers participating in the Program. The fixed unit price is based on the 1 for 1 replacement or retro-fit of existing equipment utilizing the existing electrical wiring and mounting hardware present in the Customer facility. All additional Work outside of this scope and defined below will be itemized by type and cost in the "Non-Incentivized Work Report" provided as part of this Agreement. Any unforeseen additional Work and cost not presented as part of the "Non-Incentivized Work Report" will be presented to the Customer at the time of discovery. The Customer will have the right to cancel Work for which additional cost is required for installation of the Measure(s). If this Work is canceled, all related cost, savings, and incentives proposed for the affected Measures will be removed from the Work and reflected in the final invoice to the customer.

(b) All aerial lifts and staging costs are the responsibility of the Customer and are not incentivized.

(c) All incremental cost for specialty products above the cost of standard equipment prices offered on the Program will be the responsibility of the Customer and is not incentivized.

(d) The Customer must provide reasonable access to all lighting fixtures and baseline equipment being replaced. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the associated cost will be the responsibility of the Customer and is not incentivized.

(e) All incremental cost to comply with Prevailing Wage Laws as required or requested for Work to be completed at the Customer facility will be the responsibility of the Customer and is not incentivized.

(f) All additional electrical wiring, mounting requirements, material and labor cost outside of the standard scope of a 1 for 1 replacement will be the responsibility of the Customer and is not incentivized.

(g) General waste generated on the project will be disposed of by the Company in containers provided by the Customer. The Company can arrange to have general waste containers delivered to the site upon request. The cost for general waste containers will be the responsibility of the Customer and is non-incentivized.

(h) All additional electrical wiring, material and labor cost associated with compliance to all applicable electrical codes will be the responsibility of the Customer and is not incentivized.

(i) All additional time and cost to trace circuits needed to de-energize equipment being replaced due to mislabeled or non-labeled circuit panels will be the responsibility of the customer and is not incentivized.

(j) All Work that is required to be installed outside of normal business hours (7AM to 6PM) will incur additional costs which will be the responsibility of the Customer and is not incentivized.

## 7. Discretion of the Installation Contractor

When undertaking the installation, the Company (at Company's sole discretion) may choose not to make the installation specified for reasons related to safety, discovery of unforeseen conditions, or the depletion of all Program incentive funds.

## 8. Access to Property

(a) The Customer must provide a reasonable inside space for delivery and temporary storage of equipment to be installed. The Company will make every reasonable attempt to provide at least 24 hours advance notice of equipment deliver to the Customer site.

(b) Upon completion of installation, Customer agrees to provide a reasonable inside space for lamps and ballasts to be stored prior to being picked up by an authorized waste transporter arranged for by the Company.

(c) Follow-up visits and on site monitoring: The installation Contractor, Duke Energy or agents of either Party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for Program evaluation purposes.

(d) Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.

## 9. Customer Contribution

(a) The Company will install the equipment listed on the attached Energy Savings Report, incorporated herein by reference. The estimated cost of the installation including the estimated Customer Contribution is itemized on this Report. The Customer may choose to pay the Customer contribution as a Lump Sum payment upon completion of the energy efficiency project, or by utilizing the "Interest Free Financing" offer to finance their contribution, subject to the terms and conditions described in the Financing Agreement addendum.

### THE CUSTOMER OPTS TO PAY ITS COST CONTRIBUTION BY (CHECK ONE):

☐ Lump sum payment of \$8435.33 (5% discount) ☐ Interest-Free Financing (12) payments of \$733.52 per month

(b) In the unlikely event of retrofits omitted from the original contract scope, including but not limited to, locked or missed rooms, miscounts, code violations or other unforeseen conditions, such omissions totaling no more than 10% of the original contract cost, may be installed without the written consent of the Customer. If the actual cost of the installation is less than the estimated cost or if the Company chooses not to install Measures in accordance with this Agreement the Company shall adjust the Customer's Contribution and the invoice, advising the Customer accordingly.

(c) If the Customer chooses the Lump Sum payment option, the Customer will be invoiced by the Company upon completion of installation of the proposed Measures. Payment is due upon receipt of the invoice. If the Customer chooses the financing option, the Customer must complete and agree to all terms of the attached Financing Agreement addendum. The Company reserves all rights to collect payment from the customer upon completion of the Work including but not limited to the cost of collections and legal action taken to secure such payment.

## 10. Participation in Other Energy Efficiency Programs

The installed measures are not eligible for incentives from other Duke Energy Efficiency Programs.

## 11. Entire Agreement

This Agreement, including all Exhibits to this Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

## 12. Representations of Customer

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Agreement; and (c) entering into this Agreement will not result in the breach of any agreement to which Participating Customer is a party.

## 13. Authorized Signature of Customer

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

### CUSTOMER NAME & ADDRESS WHERE MEASURES WILL BE INSTALLED:

Business Name	Colerain Fire Station 26	Incorporated	<input type="checkbox"/>	Not Incorporated	<input type="checkbox"/>
Address	3360 W GALBRAITH RD	If Sole Proprietorship please provide last 4 digits of tax ID. If not, please provide Federal ID # below.			
City, State, Zip	CINCINNATI, OH 45239	Federal ID #	_____		

### CUSTOMER

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

### SMARTWATT ENERGY, INC.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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## Finance Agreement

**Business Name:** Colerain Fire Station 26  
**Address:** 3360 W GALBRAITH RD  
**City, State and Zip:** CINCINNATI, OH 45239

**Contact Person:** James Rowan  
**Phone Number:** 513-385-7500  
**Fax Number:**

This Agreement is between SmartWatt Energy, Inc. and COLERAIN TWP FIRE DIST NO 1 to finance an Energy Efficiency upgrade for:

**Application Number: 3884**

**Balance Financed: \$ 8,802.25**

The BALANCE FINANCED is payable Interest Free in 12 monthly installments of \$733.52 to be automatically withdrawn on the 15th of each month, with the first monthly payment due the 15th of the following month in which the completion of your Energy Efficiency Project was performed, from:

☐ Credit Card

☐ Checking Account

☐ Savings Account

FINANCING, TERM AND PAYMENT: Subject to express exceptions, COLERAIN TWP FIRE DIST NO 1 agrees to have the monthly payments automatically debited by SmartWatt Energy, Inc. from the account indicated in this agreement. Payments will be due on the 15th of each month following the completion of the project. A customer statement will be sent to the billing address of record on the 1st of each month.

EARLY PAYOFF AND UNSCHEDULED PAYMENTS: The financed balance can be paid in full at any time prior to the contract term by authorizing SmartWatt Energy, Inc. in writing to debit the remaining balance from the account indicated in this agreement or by sending a check for the remaining outstanding balance to our corporate

3 Rosell Drive  
Ballston Lake, NY 12019

Any voluntary payment made in excess of the current amount due, but less than the total outstanding balance, will be applied to the remaining principal balance and will reduce the number and/or amount of any future payments. Please see the example below:

Example: Customer has remaining balance of \$500 and a monthly financing payment of \$100. There is a current payment of \$100 due on the 15th of the current month. The customer decides to make a voluntary credit card payment of \$250 by contacting our corporate office. The voluntary payment would be applied as follows:

<b>Current payment due</b>	\$100.00	monthly payment will be automatically debited as per financing agreement	
<b>Month 1</b>	\$100.00	}	\$250 voluntary payment will be applied first to Month 4, then Month 3 and the remaining balance applied to reduce the Month 2 payment due to \$50. The Month 1 payment due will remain \$100 and will be auto debited on the 15th of the following month per financing agreement.
<b>Month 2</b>	\$100.00		
<b>Month 3</b>	\$100.00		
<b>Month 4</b>	\$100.00		
<b>Total Outstanding Balance</b>	<b>\$500.00</b>		

DECLINED PAYMENT: A \$35 fee will be applied for all returned or declined payments. This fee will be added to the current amount due and will be collected upon resubmission of your normal monthly payment. SmartWatt Energy, Inc. will contact James Rowan if payment is declined. If (2) consecutive automatic payments are returned or declined, this financing agreement will be terminated and the total remaining financed balance and all applicable fees will be due immediately. SmartWatt Energy, Inc. will send notification in writing and will include an invoice for the remaining outstanding balance and all applicable fees to be remitted upon receipt.

This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

By signing this document you are confirming the Financing Terms and Conditions arrangement with SmartWatt Energy, Inc. under which we will accept payment of your outstanding balance in 12 monthly installments.

### CUSTOMER

### SMARTWATT ENERGY, INC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Payment Information (payment information must reflect selected payment choice)

#### CREDIT CARD

VISA

MC

AMEX

DISCOVER

#### BANK ACCOUNT

Card Number: \_\_\_\_\_

**\*\*Please attach a Voided Check or Deposit Slip\*\***

CCV: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Account Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_



Small Business  
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## Small Business Energy Saver Program



### Landlord Consent Agreement for Energy Efficiency Improvements

Duke Energy Account Information		
Tenant (Duke Energy Customer) Name: COLERAIN TWP FIRE DIST NO 1	Business Name: Colerain Fire Station 26	
Street Address: 3360 W GALBRAITH RD	City, State, ZIP: CINCINNATI, OH 45239	
SmartWatt Energy Project Number: 3884	Tenant Phone: 513-385-7500	Tenant Email:
Tenant Signature:	Date:	
Landlord/Property Owner Name:	Landlord Company Name (If Applicable):	
Street Address:	City, State, Zip:	
Landlord Phone:	Landlord Email:	
Landlord Signature:	Date:	

I, (print name) \_\_\_\_\_, a duly authorized representative of the owner or landlord of the Premises (defined above), do hereby give my consent to SmartWatt Energy, Inc. (or its designee), acting on behalf of the Small Business Energy Saver Program, to enter the Premises to undertake the energy efficiency measure improvements set forth in the Proposed Scope of Work in the Customer Proposal (the "Work") attached hereto for the benefit of Tenant. Tenant shall be liable for the costs of the Work and shall comply with its obligations under the Lease.



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## Small Business Energy Saver Program



### Thank you for participating in Duke Energy's Small Business Energy Saver (SBES) Program!

Below is an outline of what you can expect of your upcoming installation:

1. If there are any alternate contacts for your project, please provide your energy auditor with the point of contact for material delivery, including a phone number and availability.
2. The next point of contact(s) will be:

Name: Kelly Kuser  
Title: Construction Coordinator  
Phone: 513-463-7644  
Email: [kkuser@smartwattinc.com](mailto:kkuser@smartwattinc.com)

Name: Sanchez Foster  
Title: Construction Manager  
Phone: 513-463-7644

Kelly will be contacting you (or your designee) within the next business week to schedule the delivery of the materials needed to complete your upgrades. If possible, we'll also discuss scheduling the installation during this call.

3. Materials will be delivered to a mutually agreeable, dry, and secure location at your facility, prior to installation. Kelly will work with you to determine this location and coordinate delivery timing with the Duke Energy SBES team.
4. We need you (or your designee) to complete the following tasks, prior to the installation date:
  - a. Based on our "No Hot Work Policy," our installers will be shutting off power to all circuits in the areas of your facility where they will be performing work. Please make sure each breaker in your electrical panel(s) is clearly marked.
  - b. All areas beneath and around areas where work will be completed need to be cleared prior to installation to ensure the safety of our installers. Please make sure installation areas are cleared.

Completion of these tasks will ensure that we are able to work safely and begin your installation on time. Failure to complete these tasks prior to installation will result in installation delays.

5. Please let us know if you have any additional questions! We look forward to beginning your installation and helping you achieve energy savings.





## Small Business Energy Saver Program



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Customer Name: Colerain Senior Community Center  
Customer Address: 4300 SPRINGDALE RD  
City, State and Zip: CINCINNATI, OH 45251  
Application Number: 3823

### Value Analysis:

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Total Project Cost	\$ 13,371.24
Duke Energy Small Business Energy Saver Incentive	\$ 5,671.10
Duke Energy Small Business Energy Saver Contribution Percentage	42.41 %
Customer Contribution	\$ 7,700.14

### Savings Analysis:

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Estimated Total Annual kWh Savings	29,082.56
Estimated Annual Energy Cost Savings	\$ 3,199.08
Estimated Monthly Energy Cost Savings	\$ 266.59
Simple Payback Period (Months)	28.88

### Payment Options:

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Option A: Lump Sum Payment (5% discount on Incentivized Cost)	\$7,359.92
Lump Sum Simple Payback Period with 5% Discount (Months)	27.61
Option B: Interest Free Financing (12 Monthly Payments)	\$ 641.68
Net Monthly Profit (Monthly Energy \$ Savings - Monthly Payment)	-\$ 375.09



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Presented By  
**SMARTWATT**  
Energy Inc.®

## Energy Savings Report

Lighting Location				Lighting Baseline					Lighting Proposed						Lighting Savings	
Line	Description	Location Type	Qty	Code	Watts	kW	Annual Hours	kWh	Code	Watts	kW	Control	Annual Hours	kWh	Delta kW	Annual kWh
1	Lobby/Hall	Amusement & Recreation Services /	17	TT/2FB34/ESM	72	1.22	3,380	4,137	RKWT/2F17/L	29	0.49	LEC/ONOFF	3,380	1,666	0.73	2,471
2	Bathrooms	Amusement & Recreation Services /	4	TT/2FB34/ESM	72	0.29	2,860	824	RKWT/2F17/L	29	0.12	LEC/ONOFF	2,860	332	0.17	492
3	Exterior Flag	Dusk-to-Dawn / Exterior Lighting /	1	MH/250/FL	295	0.30	4,368	1,289	NFLOOD/LED/37	37	0.04	LEC/ONOFF	4,368	162	0.26	1,127
4	Kitchen	Amusement & Recreation Services /	4	TT/2FB34/ESM	72	0.29	2,860	824	RKWT/2F17/L	29	0.12	LEC/ONOFF	2,860	332	0.17	492
5	Kitchen	Amusement & Recreation Services /	1	W4/2F40/M	94	0.09	2,860	269	RLRB/2F28/L	45	0.04	LEC/ONOFF	2,860	129	0.05	140
6	Main Room	Amusement & Recreation Services /	4	I/90	90	0.36	2,860	1,030	RL/LED13/PAR38	13	0.05	LEC/ONOFF	2,860	149	0.31	881
7	Events Office	Amusement & Recreation Services /	2	TF/4F40/ESM	172	0.34	3,120	1,073	RKWT/2F32/N	59	0.12	LEC/ONOFF	3,120	368	0.23	705
8	Lobby Events	Amusement & Recreation Services /	1	TF/4F40/ESM	172	0.17	3,120	537	RKWT/2F32/N	59	0.06	LEC/ONOFF	3,120	184	0.11	353
9	Hall	Amusement & Recreation Services /	4	S3/2F30/M	81	0.32	3,380	1,095	RLRB/2F25/L	46	0.18	LEC/ONOFF	3,380	622	0.14	473
10	Case	Amusement & Recreation Services /	2	I/60	60	0.12	3,380	406	RL/LED9.5/ALAMP-WarmGlow	10	0.02	LEC/ONOFF	3,380	68	0.10	338
11	Hall	Amusement & Recreation Services /	8	I/60	60	0.48	3,380	1,622	RL/LED9.5/ALAMP-WarmGlow	10	0.08	LEC/ONOFF	3,380	270	0.40	1,352
12	Hall	Amusement & Recreation Services /	2	TF/4F40/ESM	172	0.34	3,380	1,163	RKWT/2F32/N	59	0.12	LEC/ONOFF	3,380	399	0.23	764
13	Restrooms	Amusement & Recreation Services /	4	TF/4F40/ESM	172	0.69	3,120	2,147	RKWT/2F32/N	59	0.24	LEC/ONOFF	3,120	736	0.45	1,410
14	Restrooms	Amusement & Recreation Services /	14	I/40	40	0.56	3,120	1,747	RL/LED7/G25/DIM	7	0.10	LEC/ONOFF	3,120	306	0.46	1,441
15	Janitor	Amusement & Recreation Services /	2	S4/2F40/M	94	0.19	1,040	196	RLRB/2F28/L	45	0.09	LEC/ONOFF	1,040	94	0.10	102
16	spotlights main room	Amusement & Recreation Services /	16	I/75/R	75	1.20	3,640	4,368	RL/LED13/PAR38	13	0.21	LEC/ONOFF	3,640	757	0.99	3,611
17	Kitchen	Amusement & Recreation Services /	4	TF/4F40/ESM	172	0.69	3,640	2,504	RKWT/2F32/N	59	0.24	LEC/ONOFF	3,640	859	0.45	1,645
18	Electrical Room	Amusement & Recreation Services /	2	S4/2F40/M	94	0.19	520	98	RLRB/2F28/L	45	0.09	LEC/ONOFF	520	47	0.10	51
19	Balcony Floods	Dusk-to-Dawn / Exterior Lighting /	2	MV/175/FL	205	0.41	4,368	1,791	NAREA/LED/56	56	0.11	LEC/ONOFF	4,368	489	0.30	1,302
20	Door wallpacks	Dusk-to-Dawn / Exterior Lighting /	2	MV/100/WP	125	0.25	4,368	1,092	NWP/LED20/PC	20	0.04	LEC/ONOFF	4,368	175	0.21	917
21	Building Wallpacks	Dusk-to-Dawn / Exterior Lighting /	4	MV/175/WP	205	0.82	4,368	3,582	NFLOOD/LED/37	37	0.15	LEC/ONOFF	4,368	646	0.67	2,935
Totals			100	9.32				31,791	2.70				8,789	6.63	23,002	

Lighting Location				Lighting Baseline					Lighting Proposed					Lighting Savings		
Line	Description	Location Type	Qty	Code	Watts	kW	Annual Hours	kWh	Code	Watts	kW	Control	Annual Hours	kWh	Delta kW	Annual kWh
22	Parking Pole Lights	Dusk-to-Dawn / Exterior Lighting /	2	MH/400/P	458	0.92	4,368	4,001	NAREA/LED/122	122	0.24	LEC/ONOFF	4,368	1,066	0.67	2,935
23	Pole Front Lights	Dusk-to-Dawn / Exterior Lighting /	4	MV/175/P	205	0.82	4,368	3,582	RKPOLE/LED25	25	0.10	LEC/ONOFF	4,368	437	0.72	3,145
Totals			106	11.06				39,374	3.04				10,292		8.02	29,083



## Non-Incentivized Work

**Customer Name:** Colerain Senior Community Center  
**Address:** 4300 SPRINGDALE RD  
**City, State and Zip:** CINCINNATI, OH 45251

The report below represents Non-Incentivized Work which will be invoiced to the customer directly by SmartWatt Energy:

Description of Work	Notes	Unit Price	Number of Units	Non-Incentivized Cost
40' RT Boom Per Day		\$0.00	1	\$0.00
Round Trip Delivery		\$0.00	1	\$0.00
TwistLock PhotoCell for Beta 120/277V		\$28.46	4	\$113.84
Outdoor Box for New Floods		\$53.67	4	\$214.68
LED/PC/208-277V - Pencil Style		\$39.17	4	\$156.68
Single Pole 120 V 3-Way LED Dimmer- White		\$102.65	4	\$410.60
Total Non-Incentivized Cost:				\$895.80

### Equipment and Customer Contribution

SmartWatt Energy will provide the additional work and services as listed on the attached Non-Incentivized Work Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, cap offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.



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# Small Business Energy Saver Installation Contract

<b>Customer Name:</b>	Colerain Senior Community Center	<b>Vendor:</b>	SMARTWATT ENERGY INC
<b>Address:</b>	4300 SPRINGDALE RD	<b>Audit Date:</b>	5/2/16 10:00 AM
<b>Town, State and Zip:</b>	CINCINNATI, OH 45251	<b>Auditor Name:</b>	bschaefer
<b>Account Number:</b>	6690068620	<b>Application Number:</b>	3823

This Agreement is exclusively between the customer signing this Agreement below ("Customer") and SmartWatt Energy, Inc. ("Company"). Both Customer and Company may individually be referred to herein as a "Party" or collectively as the "Parties." This Agreement governs the installation of eligible Measures (defined and described in Section 9 below ) pursuant to the Duke Energy Small Business Energy Saver Program ("Program"); collectively, the "Work." The Program offers business customers (such as the Customer) with average peak electric energy demand less than or equal to 100 kilowatts (kW) over the previous 12 months various energy efficiency Measures installed by the Company at a reduced cost.

This Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Agreement are independent contractors. As used herein this Agreement, the term "Duke Energy" shall mean Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Indiana, Inc. depending upon the Customer's regulated utility account and facility address.

## 1. Measures to be Installed

The Company will install the Measures described in Section 9 below at the Customer's facility . The Company's installation contractor shall permanently disable all equipment replaced pursuant to the Program and render replaced equipment unfit for reuse. The Company will remove and dispose of all lamps, ballasts and other replaced equipment in compliance with all local, state, and federal guidelines . By entering into this Agreement, the Customer hereby relinquishes all ownership or property rights to disabled and removed equipment.

## 2. Confidentiality

Without limiting the generality or specificity of any other provision of this Agreement or any other agreement between the Customer and Company, Company (and any subcontractor of Company) agree to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of all Customer account information, meter information, name, address, billing information, or any other personally identifiable information concerning any Customer (collectively, "PII") that Company creates or receives from or on behalf of Duke Energy relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes. Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Customer that such return or destruction is complete. Company will immediately report to Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. Company will fully cooperate with Customer in response to any such incident. Company will report to Customer and fully cooperate with Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Agreement, the indemnity provision more specific to the Liabilities shall apply.

## 3. Installation Date

The Company will attempt to install the Measures within forty-five (45 ) days of Customer signing this Agreement but makes no guarantees as to the final installation date of the Measures.

## 4. Warranty, Disclaimers, Indemnification

- (a) For a period of one (1) year after date of installation of the Measures, the Company will provide a one-time free of charge replacement of any equipment that fails to operate according to manufacturer's specifications.
- (b) Customer may have other warranty rights that may be provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, Duke Energy or their respective parent, affiliates, subsidiaries or agents.
- (c) Neither Duke Energy or the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill.
- (d) Indemnification from Company: The Company shall indemnify and hold harmless Duke Energy and Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Agreement, or (b) negligent or willful misconduct in the performance of this Agreement.



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Energy Saver

Initial: \_\_\_\_\_

(e) Indemnification from Customer: As part of agreeing to participate in the Program, which includes financial incentives to reduce the Customer's net project costs, the Customer shall protect, indemnify, and hold harmless the Company and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Agreement by, the Company, but specifically including any Losses resulting from breach or default by Customer of the terms and conditions of this Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Agreement.

(f) The Parties agree that solely for purposes of enforcing Duke Energy's rights (specifically concerning indemnification and other liability protections) against either Party under this Agreement, Duke Energy shall be a third party beneficiary to this Agreement; but shall have no performance related obligations under this Agreement or incur any other obligations whatsoever to either Party under this Agreement.

## **5. Limitation on Liability**

Notwithstanding anything herein to the contrary, Company's and Duke Energy's maximum liability to Customer for all Losses pursuant to this Agreement will be limited to any invoiced amounts actually received by Company from Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Customer's premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the nonperformance of any of the terms or conditions of this Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Notwithstanding anything herein to the contrary, neither the Company nor Duke Energy shall, in any event, be liable to Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## **6. Non-Incentivized Work and Customer Responsibilities**

(a) The Program provides incentives of up to 80% of the cumulative fixed unit price of Measures provided by the installation Contractor to all Customers participating in the Program. The fixed unit price is based on the 1 for 1 replacement or retro-fit of existing equipment utilizing the existing electrical wiring and mounting hardware present in the Customer facility. All additional Work outside of this scope and defined below will be itemized by type and cost in the "Non-Incentivized Work Report" provided as part of this Agreement. Any unforeseen additional Work and cost not presented as part of the "Non-Incentivized Work Report" will be presented to the Customer at the time of discovery. The Customer will have the right to cancel Work for which additional cost is required for installation of the Measure(s). If this Work is canceled, all related cost, savings, and incentives proposed for the affected Measures will be removed from the Work and reflected in the final invoice to the customer.

(b) All aerial lifts and staging costs are the responsibility of the Customer and are not incentivized.

(c) All incremental cost for specialty products above the cost of standard equipment prices offered on the Program will be the responsibility of the Customer and is not incentivized.

(d) The Customer must provide reasonable access to all lighting fixtures and baseline equipment being replaced. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the associated cost will be the responsibility of the Customer and is not incentivized.

(e) All incremental cost to comply with Prevailing Wage Laws as required or requested for Work to be completed at the Customer facility will be the responsibility of the Customer and is not incentivized.

(f) All additional electrical wiring, mounting requirements, material and labor cost outside of the standard scope of a 1 for 1 replacement will be the responsibility of the Customer and is not incentivized.

(g) General waste generated on the project will be disposed of by the Company in containers provided by the Customer. The Company can arrange to have general waste containers delivered to the site upon request. The cost for general waste containers will be the responsibility of the Customer and is non-incentivized.

(h) All additional electrical wiring, material and labor cost associated with compliance to all applicable electrical codes will be the responsibility of the Customer and is not incentivized.

(i) All additional time and cost to trace circuits needed to de-energize equipment being replaced due to mislabeled or non-labeled circuit panels will be the responsibility of the customer and is not incentivized.

(j) All Work that is required to be installed outside of normal business hours (7AM to 6PM) will incur additional costs which will be the responsibility of the Customer and is not incentivized.

## **7. Discretion of the Installation Contractor**

When undertaking the installation, the Company (at Company's sole discretion) may choose not to make the installation specified for reasons related to safety, discovery of unforeseen conditions, or the depletion of all Program incentive funds.

## **8. Access to Property**

(a) The Customer must provide a reasonable inside space for delivery and temporary storage of equipment to be installed. The Company will make every reasonable attempt to provide at least 24 hours advance notice of equipment deliver to the Customer site.

(b) Upon completion of installation, Customer agrees to provide a reasonable inside space for lamps and ballasts to be stored prior to being picked up by an authorized waste transporter arranged for by the Company.

(c) Follow-up visits and on site monitoring: The installation Contractor, Duke Energy or agents of either Party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for Program evaluation purposes.

(d) Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.

## 9. Customer Contribution

(a) The Company will install the equipment listed on the attached Energy Savings Report, incorporated herein by reference. The estimated cost of the installation including the estimated Customer Contribution is itemized on this Report. The Customer may choose to pay the Customer contribution as a Lump Sum payment upon completion of the energy efficiency project, or by utilizing the "Interest Free Financing" offer to finance their contribution, subject to the terms and conditions described in the Financing Agreement addendum.

### THE CUSTOMER OPTS TO PAY ITS COST CONTRIBUTION BY (CHECK ONE):

☐ Lump sum payment of \$7359.92 (5% discount) ☐ Interest-Free Financing (12) payments of \$641.68 per month

(b) In the unlikely event of retrofits omitted from the original contract scope, including but not limited to, locked or missed rooms, miscounts, code violations or other unforeseen conditions, such omissions totaling no more than 10% of the original contract cost, may be installed without the written consent of the Customer. If the actual cost of the installation is less than the estimated cost or if the Company chooses not to install Measures in accordance with this Agreement the Company shall adjust the Customer's Contribution and the invoice, advising the Customer accordingly.

(c) If the Customer chooses the Lump Sum payment option, the Customer will be invoiced by the Company upon completion of installation of the proposed Measures. Payment is due upon receipt of the invoice. If the Customer chooses the financing option, the Customer must complete and agree to all terms of the attached Financing Agreement addendum. The Company reserves all rights to collect payment from the customer upon completion of the Work including but not limited to the cost of collections and legal action taken to secure such payment.

## 10. Participation in Other Energy Efficiency Programs

The installed measures are not eligible for incentives from other Duke Energy Efficiency Programs.

## 11. Entire Agreement

This Agreement, including all Exhibits to this Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

## 12. Representations of Customer

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Agreement; and (c) entering into this Agreement will not result in the breach of any agreement to which Participating Customer is a party.

## 13. Authorized Signature of Customer

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

### CUSTOMER NAME & ADDRESS WHERE MEASURES WILL BE INSTALLED:

Business Name	Colerain Senior Community	Incorporated	<input type="checkbox"/>	Not Incorporated	<input type="checkbox"/>
Address	4300 SPRINGDALE RD	If Sole Proprietorship please provide last 4 digits of tax ID. If not, please provide Federal ID # below.			
City, State, Zip	CINCINNATI, OH 45251	Federal ID #	_____		

### CUSTOMER

### SMARTWATT ENERGY, INC.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Small Business  
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## Finance Agreement

**Business Name:** Colerain Senior Community Center  
**Address:** 4300 SPRINGDALE RD  
**City, State and Zip:** CINCINNATI, OH 45251

**Contact Person:** James Rowan  
**Phone Number:** 513-923-5005  
**Fax Number:**

This Agreement is between SmartWatt Energy, Inc. and COLERAIN TOWNSHIP SR CITZ CTR to finance an Energy Efficiency upgrade for:

**Application Number:** 3823

**Balance Financed:** \$ 7,700.14

The BALANCE FINANCED is payable Interest Free in 12 monthly installments of \$641.68 to be automatically withdrawn on the 15th of each month, with the first monthly payment due the 15th of the following month in which the completion of your Energy Efficiency Project was performed, from:

☐ Credit Card

☐ Checking Account

☐ Savings Account

FINANCING, TERM AND PAYMENT: Subject to express exceptions, COLERAIN TOWNSHIP SR CITZ CTR agrees to have the monthly payments automatically debited by SmartWatt Energy, Inc. from the account indicated in this agreement. Payments will be due on the 15th of each month following the completion of the project. A customer statement will be sent to the billing address of record on the 1st of each month.

EARLY PAYOFF AND UNSCHEDULED PAYMENTS: The financed balance can be paid in full at any time prior to the contract term by authorizing SmartWatt Energy, Inc. in writing to debit the remaining balance from the account indicated in this agreement or by sending a check for the remaining outstanding balance to our corporate

3 Rosell Drive  
Ballston Lake, NY 12019

Any voluntary payment made in excess of the current amount due, but less than the total outstanding balance, will be applied to the remaining principal balance and will reduce the number and/or amount of any future payments. Please see the example below:

Example: Customer has remaining balance of \$500 and a monthly financing payment of \$100. There is a current payment of \$100 due on the 15th of the current month. The customer decides to make a voluntary credit card payment of \$250 by contacting our corporate office. The voluntary payment would be applied as follows:

<b>Current payment due</b>	\$100.00	monthly payment will be automatically debited as per financing agreement	
<b>Month 1</b>	\$100.00	}	\$250 voluntary payment will be applied first to Month 4, then Month 3 and the remaining balance applied to reduce the Month 2 payment due to \$50. The Month 1 payment due will remain \$100 and will be auto debited on the 15th of the following month per financing agreement.
<b>Month 2</b>	\$100.00		
<b>Month 3</b>	\$100.00		
<b>Month 4</b>	\$100.00		
<b>Total Outstanding Balance</b>	<b>\$500.00</b>		

DECLINED PAYMENT: A \$35 fee will be applied for all returned or declined payments. This fee will be added to the current amount due and will be collected upon resubmission of your normal monthly payment. SmartWatt Energy, Inc. will contact James Rowan if payment is declined. If (2) consecutive automatic payments are returned or declined, this financing agreement will be terminated and the total remaining financed balance and all applicable fees will be due immediately. SmartWatt Energy, Inc. will send notification in writing and will include an invoice for the remaining outstanding balance and all applicable fees to be remitted upon receipt.

This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

By signing this document you are confirming the Financing Terms and Conditions arrangement with SmartWatt Energy, Inc. under which we will accept payment of your outstanding balance in 12 monthly installments.

### CUSTOMER

### SMARTWATT ENERGY, INC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Payment Information (payment information must reflect selected payment choice)

**CREDIT CARD**      VISA      MC      AMEX      DISCOVER

**BANK ACCOUNT**

Card Number: \_\_\_\_\_

**\*\*Please attach a Voided Check or Deposit Slip\*\***

CCV: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Account Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_



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## Small Business Energy Saver Program



### Landlord Consent Agreement for Energy Efficiency Improvements

Duke Energy Account Information		
Tenant (Duke Energy Customer) Name: COLERAIN TOWNSHIP SR CITZ CTR	Business Name: Colerain Senior Community Center	
Street Address: 4300 SPRINGDALE RD	City, State, ZIP: CINCINNATI, OH 45251	
SmartWatt Energy Project Number: 3823	Tenant Phone: 513-923-5005	Tenant Email:
Tenant Signature:	Date:	
Landlord/Property Owner Name:	Landlord Company Name (If Applicable):	
Street Address:	City, State, Zip:	
Landlord Phone:	Landlord Email:	
Landlord Signature:	Date:	

I, (print name) \_\_\_\_\_, a duly authorized representative of the owner or landlord of the Premises (defined above), do hereby give my consent to SmartWatt Energy, Inc. (or its designee), acting on behalf of the Small Business Energy Saver Program, to enter the Premises to undertake the energy efficiency measure improvements set forth in the Proposed Scope of Work in the Customer Proposal (the "Work") attached hereto for the benefit of Tenant. Tenant shall be liable for the costs of the Work and shall comply with its obligations under the Lease.



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# Small Business Energy Saver Program



## Thank you for participating in Duke Energy's Small Business Energy Saver (SBES) Program!

Below is an outline of what you can expect of your upcoming installation:

1. If there are any alternate contacts for your project, please provide your energy auditor with the point of contact for material delivery, including a phone number and availability.
2. The next point of contact(s) will be:

Name: Kelly Kuser  
Title: Construction Coordinator  
Phone: 513-463-7644  
Email: [kkuser@smartwattinc.com](mailto:kkuser@smartwattinc.com)

Name: Sanchez Foster  
Title: Construction Manager  
Phone: 513-463-7644

Kelly will be contacting you (or your designee) within the next business week to schedule the delivery of the materials needed to complete your upgrades. If possible, we'll also discuss scheduling the installation during this call.

3. Materials will be delivered to a mutually agreeable, dry, and secure location at your facility, prior to installation. Kelly will work with you to determine this location and coordinate delivery timing with the Duke Energy SBES team.
4. We need you (or your designee) to complete the following tasks, prior to the installation date:
  - a. Based on our "No Hot Work Policy," our installers will be shutting off power to all circuits in the areas of your facility where they will be performing work. Please make sure each breaker in your electrical panel(s) is clearly marked.
  - b. All areas beneath and around areas where work will be completed need to be cleared prior to installation to ensure the safety of our installers. Please make

Completion of these tasks will ensure that we are able to work safely and begin your installation on time. Failure to complete these tasks prior to installation will result in installation delays.

5. Please let us know if you have any additional questions! We look forward to beginning your installation and helping you achieve energy savings.





## Small Business Energy Saver Program



Customer Name: Fire Station 109 Kemper Rd.  
Customer Address: 2850 W KEMPER RD  
City, State and Zip: CINCINNATI, OH 45251  
Application Number: 3829

### Value Analysis:

Total Project Cost	\$ 12,794.56
Duke Energy Small Business Energy Saver Incentive	\$ 4,328.64
Duke Energy Small Business Energy Saver Contribution Percentage	33.83 %
Customer Contribution	\$ 8,465.92

### Savings Analysis:

Estimated Total Annual kWh Savings	22,198.18
Estimated Annual Energy Cost Savings	\$ 2,441.80
Estimated Monthly Energy Cost Savings	\$ 203.48
Simple Payback Period (Months)	41.60

### Payment Options:

Option A: Lump Sum Payment (5% discount on Incentivized Cost)	\$8,129.23
Lump Sum Simple Payback Period with 5% Discount (Months)	39.95
Option B: Interest Free Financing (12 Monthly Payments)	\$ 705.49
Net Monthly Profit (Monthly Energy \$ Savings - Monthly Payment)	-\$ 502.01



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**SMARTWATT**  
Energy Inc.®

## Energy Savings Report

Lighting Location				Lighting Baseline					Lighting Proposed						Lighting Savings	
Line	Description	Location Type	Qty	Code	Watts	kW	Annual Hours	kWh	Code	Watts	kW	Control	Annual Hours	kWh	Delta kW	Annual kWh
1	Bays	Warehouse / Un-cooled / SBES	6	W4/2F32/E	59	0.35	8,736	3,093	RLRB/2LED12/N	29	0.17	LEC/ONOFF	8,736	1,520	0.18	1,572
2	Hall	Office / Cooled / SBES Lighting	2	TF/2F32/E	59	0.12	8,736	1,031	RLRB/2LED12/L	25	0.05	LEC/ONOFF	8,736	437	0.07	594
3	Ground Floods	Dusk-to-Dawn / Exterior Lighting /	2	MH/175/FL	215	0.43	4,368	1,878	NFLOOD/LED/37	37	0.07	LEC/ONOFF	4,368	323	0.36	1,555
4	Exterior Bays	Dusk-to-Dawn / Exterior Lighting /	6	MH/250/WP	295	1.77	4,368	7,731	NWP/LED41	41	0.25	LEC/ONOFF	4,368	1,075	1.52	6,657
5	Flag Flood	Dusk-to-Dawn / Exterior Lighting /	1	I/90	90	0.09	4,368	393	RL/LED13/PAR38	13	0.01	LEC/ONOFF	4,368	57	0.08	336
6	Pole Lights	Dusk-to-Dawn / Exterior Lighting /	11	MH/250/P	295	3.24	4,368	14,174	NAREA/LED/56	56	0.62	LEC/ONOFF	4,368	2,691	2.63	11,483
Totals			28			6.01		28,300			1.17			6,102	4.83	22,198

## Non-Incentivized Work

**Customer Name:** Fire Station 109 Kemper Rd.  
**Address:** 2850 W KEMPER RD  
**City, State and Zip:** CINCINNATI, OH 45251

The report below represents Non-Incentivized Work which will be invoiced to the customer directly by SmartWatt Energy:

Description of Work	Notes	Unit Price	Number of Units	Non-Incentivized Cost
40' RT Boom Per Week		\$1,107.14	1	\$1,107.14
Round Trip Delivery		\$300.00	1	\$300.00
Twist Lock Shorting cap, 480VAC max		\$8.33	11	\$91.63
LED/PC 120V - Pencil Style		\$29.17	8	\$233.36
Total Non-Incentivized Cost:				\$1,732.13

### Equipment and Customer Contribution

SmartWatt Energy will provide the additional work and services as listed on the attached Non-Incentivized Work Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, cap offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.

# Small Business Energy Saver Installation Contract

<b>Customer Name:</b>	Fire Station 109 Kemper Rd.	<b>Vendor:</b>	SMARTWATT ENERGY INC
<b>Address:</b>	2850 W KEMPER RD	<b>Audit Date:</b>	5/2/16 4:00 PM
<b>Town, State and Zip:</b>	CINCINNATI, OH 45251	<b>Auditor Name:</b>	bschaefer
<b>Account Number:</b>	44035041	<b>Application Number:</b>	3829

This Agreement is exclusively between the customer signing this Agreement below ("Customer") and SmartWatt Energy, Inc. ("Company"). Both Customer and Company may individually be referred to herein as a "Party" or collectively as the "Parties." This Agreement governs the installation of eligible Measures (defined and described in Section 9 below ) pursuant to the Duke Energy Small Business Energy Saver Program ("Program"); collectively, the "Work." The Program offers business customers (such as the Customer) with average peak electric energy demand less than or equal to 100 kilowatts (kW) over the previous 12 months various energy efficiency Measures installed by the Company at a reduced cost.

This Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Agreement are independent contractors. As used herein this Agreement, the term "Duke Energy" shall mean Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Indiana, Inc. depending upon the Customer's regulated utility account and facility address.

## 1. Measures to be Installed

The Company will install the Measures described in Section 9 below at the Customer's facility . The Company's installation contractor shall permanently disable all equipment replaced pursuant to the Program and render replaced equipment unfit for reuse. The Company will remove and dispose of all lamps, ballasts and other replaced equipment in compliance with all local, state, and federal guidelines . By entering into this Agreement, the Customer hereby relinquishes all ownership or property rights to disabled and removed equipment.

## 2. Confidentiality

Without limiting the generality or specificity of any other provision of this Agreement or any other agreement between the Customer and Company, Company (and any subcontractor of Company) agree to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of all Customer account information, meter information, name, address, billing information, or any other personally identifiable information concerning any Customer (collectively, "PII") that Company creates or receives from or on behalf of Duke Energy relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes. Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Customer that such return or destruction is complete. Company will immediately report to Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. Company will fully cooperate with Customer in response to any such incident. Company will report to Customer and fully cooperate with Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Agreement, the indemnity provision more specific to the Liabilities shall apply.

## 3. Installation Date

The Company will attempt to install the Measures within forty-five (45 ) days of Customer signing this Agreement but makes no guarantees as to the final installation date of the Measures.

## 4. Warranty, Disclaimers, Indemnification

(a) For a period of one (1) year after date of installation of the Measures, the Company will provide a one-time free of charge replacement of any equipment that fails to operate according to manufacturer's specifications.

(b) Customer may have other warranty rights that may be provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, Duke Energy or their respective parent, affiliates, subsidiaries or agents.

(c) Neither Duke Energy or the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill.

(d) Indemnification from Company: The Company shall indemnify and hold harmless Duke Energy and Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Agreement, or (b) negligent or willful misconduct in the performance of this Agreement.



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Energy Saver

Initial: \_\_\_\_\_

(e) Indemnification from Customer: As part of agreeing to participate in the Program, which includes financial incentives to reduce the Customer's net project costs, the Customer shall protect, indemnify, and hold harmless the Company and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Agreement by, the Company, but specifically including any Losses resulting from breach or default by Customer of the terms and conditions of this Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Agreement.

(f) The Parties agree that solely for purposes of enforcing Duke Energy's rights (specifically concerning indemnification and other liability protections) against either Party under this Agreement, Duke Energy shall be a third party beneficiary to this Agreement; but shall have no performance related obligations under this Agreement or incur any other obligations whatsoever to either Party under this Agreement.

## 5. Limitation on Liability

Notwithstanding anything herein to the contrary, Company's and Duke Energy's maximum liability to Customer for all Losses pursuant to this Agreement will be limited to any invoiced amounts actually received by Company from Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Customer's premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the nonperformance of any of the terms or conditions of this Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Notwithstanding anything herein to the contrary, neither the Company nor Duke Energy shall, in any event, be liable to Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## 6. Non-Incentivized Work and Customer Responsibilities

(a) The Program provides incentives of up to 80% of the cumulative fixed unit price of Measures provided by the installation Contractor to all Customers participating in the Program. The fixed unit price is based on the 1 for 1 replacement or retro-fit of existing equipment utilizing the existing electrical wiring and mounting hardware present in the Customer facility. All additional Work outside of this scope and defined below will be itemized by type and cost in the "Non-Incentivized Work Report" provided as part of this Agreement. Any unforeseen additional Work and cost not presented as part of the "Non-Incentivized Work Report" will be presented to the Customer at the time of discovery. The Customer will have the right to cancel Work for which additional cost is required for installation of the Measure(s). If this Work is canceled, all related cost, savings, and incentives proposed for the affected Measures will be removed from the Work and reflected in the final invoice to the customer.

(b) All aerial lifts and staging costs are the responsibility of the Customer and are not incentivized.

(c) All incremental cost for specialty products above the cost of standard equipment prices offered on the Program will be the responsibility of the Customer and is not incentivized.

(d) The Customer must provide reasonable access to all lighting fixtures and baseline equipment being replaced. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the associated cost will be the responsibility of the Customer and is not incentivized.

(e) All incremental cost to comply with Prevailing Wage Laws as required or requested for Work to be completed at the Customer facility will be the responsibility of the Customer and is not incentivized.

(f) All additional electrical wiring, mounting requirements, material and labor cost outside of the standard scope of a 1 for 1 replacement will be the responsibility of the Customer and is not incentivized.

(g) General waste generated on the project will be disposed of by the Company in containers provided by the Customer. The Company can arrange to have general waste containers delivered to the site upon request. The cost for general waste containers will be the responsibility of the Customer and is non-incentivized.

(h) All additional electrical wiring, material and labor cost associated with compliance to all applicable electrical codes will be the responsibility of the Customer and is not incentivized.

(i) All additional time and cost to trace circuits needed to de-energize equipment being replaced due to mislabeled or non-labeled circuit panels will be the responsibility of the customer and is not incentivized.

(j) All Work that is required to be installed outside of normal business hours (7AM to 6PM) will incur additional costs which will be the responsibility of the Customer and is not incentivized.

## 7. Discretion of the Installation Contractor

When undertaking the installation, the Company (at Company's sole discretion) may choose not to make the installation specified for reasons related to safety, discovery of unforeseen conditions, or the depletion of all Program incentive funds.

## 8. Access to Property

(a) The Customer must provide a reasonable inside space for delivery and temporary storage of equipment to be installed. The Company will make every reasonable attempt to provide at least 24 hours advance notice of equipment deliver to the Customer site.

(b) Upon completion of installation, Customer agrees to provide a reasonable inside space for lamps and ballasts to be stored prior to being picked up by an authorized waste transporter arranged for by the Company.

(c) Follow-up visits and on site monitoring: The installation Contractor, Duke Energy or agents of either Party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for Program evaluation purposes.

(d) Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.

## 9. Customer Contribution

(a) The Company will install the equipment listed on the attached Energy Savings Report, incorporated herein by reference. The estimated cost of the installation including the estimated Customer Contribution is itemized on this Report. The Customer may choose to pay the Customer contribution as a Lump Sum payment upon completion of the energy efficiency project, or by utilizing the "Interest Free Financing" offer to finance their contribution, subject to the terms and conditions described in the Financing Agreement addendum.

### THE CUSTOMER OPTS TO PAY ITS COST CONTRIBUTION BY (CHECK ONE):

☐ Lump sum payment of \$8129.23 (5% discount) ☐ Interest-Free Financing (12) payments of \$705.49 per month

(b) In the unlikely event of retrofits omitted from the original contract scope, including but not limited to, locked or missed rooms, miscounts, code violations or other unforeseen conditions, such omissions totaling no more than 10% of the original contract cost, may be installed without the written consent of the Customer. If the actual cost of the installation is less than the estimated cost or if the Company chooses not to install Measures in accordance with this Agreement the Company shall adjust the Customer's Contribution and the invoice, advising the Customer accordingly.

(c) If the Customer chooses the Lump Sum payment option, the Customer will be invoiced by the Company upon completion of installation of the proposed Measures. Payment is due upon receipt of the invoice. If the Customer chooses the financing option, the Customer must complete and agree to all terms of the attached Financing Agreement addendum. The Company reserves all rights to collect payment from the customer upon completion of the Work including but not limited to the cost of collections and legal action taken to secure such payment.

## 10. Participation in Other Energy Efficiency Programs

The installed measures are not eligible for incentives from other Duke Energy Efficiency Programs.

## 11. Entire Agreement

This Agreement, including all Exhibits to this Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

## 12. Representations of Customer

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Agreement; and (c) entering into this Agreement will not result in the breach of any agreement to which Participating Customer is a party.

## 13. Authorized Signature of Customer

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

### CUSTOMER NAME & ADDRESS WHERE MEASURES WILL BE INSTALLED:

Business Name	Fire Station 109 Kemper Rd.	Incorporated	<input type="checkbox"/>	Not Incorporated	<input type="checkbox"/>
Address	2850 W KEMPER RD	If Sole Proprietorship please provide last 4 digits of tax ID. If not, please provide Federal ID # below.			
City, State, Zip	CINCINNATI, OH 45251	Federal ID #	_____		

### CUSTOMER

### SMARTWATT ENERGY, INC.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Small Business  
Energy Saver



## Finance Agreement

<b>Business Name:</b>	Fire Station 109 Kemper Rd.	<b>Contact Person:</b>	James Rowan
<b>Address:</b>	2850 W KEMPER RD	<b>Phone Number:</b>	513-923-5005
<b>City, State and Zip:</b>	CINCINNATI, OH 45251	<b>Fax Number:</b>	

This Agreement is between SmartWatt Energy, Inc. and PLEASANT RUN FIRE STATION to finance an Energy Efficiency upgrade for:

**Application Number: 3829**

**Balance Financed: \$ 8,465.92**

The BALANCE FINANCED is payable Interest Free in 12 monthly installments of \$705.49 to be automatically withdrawn on the 15th of each month, with the first monthly payment due the 15th of the following month in which the completion of your Energy Efficiency Project was performed, from:

☐ Credit Card ☐ Checking Account ☐ Savings Account

**FINANCING, TERM AND PAYMENT:** Subject to express exceptions, PLEASANT RUN FIRE STATION agrees to have the monthly payments automatically debited by SmartWatt Energy, Inc. from the account indicated in this agreement. Payments will be due on the 15th of each month following the completion of the project. A customer statement will be sent to the billing address of record on the 1st of each month.

**EARLY PAYOFF AND UNSCHEDULED PAYMENTS:** The financed balance can be paid in full at any time prior to the contract term by authorizing SmartWatt Energy, Inc. in writing to debit the remaining balance from the account indicated in this agreement or by sending a check for the remaining outstanding balance to our corporate

3 Rosell Drive  
Ballston Lake, NY 12019

Any voluntary payment made in excess of the current amount due, but less than the total outstanding balance, will be applied to the remaining principal balance and will reduce the number and/or amount of any future payments. Please see the example below:

Example: Customer has remaining balance of \$500 and a monthly financing payment of \$100. There is a current payment of \$100 due on the 15th of the current month. The customer decides to make a voluntary credit card payment of \$250 by contacting our corporate office. The voluntary payment would be applied as follows:

<b>Current payment due</b>	\$100.00	monthly payment will be automatically debited as per financing agreement
<b>Month 1</b>	\$100.00	
<b>Month 2</b>	\$100.00	
<b>Month 3</b>	\$100.00	
<b>Month 4</b>	\$100.00	
<b>Total Outstanding Balance</b>	<b>\$500.00</b>	

} \$250 voluntary payment will be applied first to Month 4, then Month 3 and the remaining balance applied to reduce the Month 2 payment due to \$50. The Month 1 payment due will remain \$100 and will be auto debited on the 15th of the following month per financing agreement.

**DECLINED PAYMENT:** A \$35 fee will be applied for all returned or declined payments. This fee will be added to the current amount due and will be collected upon resubmission of your normal monthly payment. SmartWatt Energy, Inc. will contact James Rowan if payment is declined. If (2) consecutive automatic payments are returned or declined, this financing agreement will be terminated and the total remaining financed balance and all applicable fees will be due immediately. SmartWatt Energy, Inc. will send notification in writing and will include an invoice for the remaining outstanding balance and all applicable fees to be remitted upon receipt.

This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

By signing this document you are confirming the Financing Terms and Conditions arrangement with SmartWatt Energy, Inc. under which we will accept payment of your outstanding balance in 12 monthly installments.

### CUSTOMER

### SMARTWATT ENERGY, INC.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

### Payment Information (payment information must reflect selected payment choice)

<b>CREDIT CARD</b>	VISA	MC	AMEX	DISCOVER	<b>BANK ACCOUNT</b>
Card Number:	_____				<b>**Please attach a Voided Check or Deposit Slip**</b>
CCV:	_____				Bank Name: _____
Expiration Date:	_____				Routing Number: _____
Name on Card:	_____				Account Number: _____
Billing Address:	_____				



Small Business  
Energy Saver



## Small Business Energy Saver Program



### Landlord Consent Agreement for Energy Efficiency Improvements

Duke Energy Account Information		
Tenant (Duke Energy Customer) Name: PLEASANT RUN FIRE STATION	Business Name: Fire Station 109 Kemper Rd.	
Street Address: 2850 W KEMPER RD	City, State, ZIP: CINCINNATI, OH 45251	
SmartWatt Energy Project Number: 3829	Tenant Phone: 513-923-5005	Tenant Email:
Tenant Signature:	Date:	
Landlord/Property Owner Name:	Landlord Company Name (If Applicable):	
Street Address:	City, State, Zip:	
Landlord Phone:	Landlord Email:	
Landlord Signature:	Date:	

I, (print name) \_\_\_\_\_, a duly authorized representative of the owner or landlord of the Premises (defined above), do hereby give my consent to SmartWatt Energy, Inc. (or its designee), acting on behalf of the Small Business Energy Saver Program, to enter the Premises to undertake the energy efficiency measure improvements set forth in the Proposed Scope of Work in the Customer Proposal (the "Work") attached hereto for the benefit of Tenant. Tenant shall be liable for the costs of the Work and shall comply with its obligations under the Lease.



Small Business  
Energy Saver



# Small Business Energy Saver Program



## Thank you for participating in Duke Energy's Small Business Energy Saver (SBES) Program!

Below is an outline of what you can expect of your upcoming installation:

1. If there are any alternate contacts for your project, please provide your energy auditor with the point of contact for material delivery, including a phone number and availability.
2. The next point of contact(s) will be:

Name: Kelly Kuser  
Title: Construction Coordinator  
Phone: 513-463-7644  
Email: [kkuser@smartwattinc.com](mailto:kkuser@smartwattinc.com)

Name: Sanchez Foster  
Title: Construction Manager  
Phone: 513-463-7644

Kelly will be contacting you (or your designee) within the next business week to schedule the delivery of the materials needed to complete your upgrades. If possible, we'll also discuss scheduling the installation during this call.

3. Materials will be delivered to a mutually agreeable, dry, and secure location at your facility, prior to installation. Kelly will work with you to determine this location and coordinate delivery timing with the Duke Energy SBES team.
4. We need you (or your designee) to complete the following tasks, prior to the installation date:
  - a. Based on our "No Hot Work Policy," our installers will be shutting off power to all circuits in the areas of your facility where they will be performing work. Please make sure each breaker in your electrical panel(s) is clearly marked.
  - b. All areas beneath and around areas where work will be completed need to be cleared prior to installation to ensure the safety of our installers. Please make

Completion of these tasks will ensure that we are able to work safely and begin your installation on time. Failure to complete these tasks prior to installation will result in installation delays.

5. Please let us know if you have any additional questions! We look forward to beginning your installation and helping you achieve energy savings.



## Small Business Energy Saver Program



Customer Name: Colerain Public Works Building  
Customer Address: 4160 SPRINGDALE RD  
City, State and Zip: CINCINNATI, OH 45251  
Application Number: 3832

### Value Analysis:

Total Project Cost	\$ 18,728.38
Duke Energy Small Business Energy Saver Incentive	\$ 6,315.61
Duke Energy Small Business Energy Saver Contribution Percentage	33.72 %
Customer Contribution	\$ 12,412.77

### Savings Analysis:

Estimated Total Annual kWh Savings	32,387.68
Estimated Annual Energy Cost Savings	\$ 3,562.64
Estimated Monthly Energy Cost Savings	\$ 296.89
Simple Payback Period (Months)	41.81

### Payment Options:

Option A: Lump Sum Payment (5% discount on Incentivized Cost)	\$11,989.99
Lump Sum Simple Payback Period with 5% Discount (Months)	40.39
Option B: Interest Free Financing (12 Monthly Payments)	\$ 1,034.40
Net Monthly Profit (Monthly Energy \$ Savings - Monthly Payment)	-\$ 737.51



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Presented By  
**SMARTWATT**  
Energy Inc.®

## Energy Savings Report

Lighting Location				Lighting Baseline					Lighting Proposed						Lighting Savings	
Line	Description	Location Type	Qty	Code	Watts	kW	Annual Hours	kWh	Code	Watts	kW	Control	Annual Hours	kWh	Delta kW	Annual kWh
1	Main Shop Garage	Warehouse / Un-cooled / SBES	28	MH/400/HB	458	12.82	2,080	26,674	NHB/4F54/H/open	240	6.72	LEC/ONOFF	2,080	13,978	6.10	12,696
2	Bays	Warehouse / Un-cooled / SBES	12	MH/400/HB	458	5.50	2,080	11,432	NHB/4F54/H/clear	240	2.88	LEC/ONOFF	2,080	5,990	2.62	5,441
3	Remove 4 HB	Warehouse / Un-cooled / SBES	4	MH/400/HB	458	1.83	2,080	3,811	Remove	0	0.00	LEC/ONOFF	2,080	0	1.83	3,811
4	Exterior Parking Poles	Dusk-to-Dawn / Exterior Lighting /	10	MH/250/P	295	2.95	4,368	12,886	NAREA/LED/56	56	0.56	LEC/ONOFF	4,368	2,446	2.39	10,440
Totals			54	23.10				54,802	10.16				22,414		12.94	32,388

## Non-Incentivized Work

**Customer Name:** Colerain Public Works Building  
**Address:** 4160 SPRINGDALE RD  
**City, State and Zip:** CINCINNATI, OH 45251

The report below represents Non-Incentivized Work which will be invoiced to the customer directly by SmartWatt Energy:

Description of Work	Notes	Unit Price	Number of Units	Non-Incentivized Cost
40' RT Boom Per Week		\$1,107.14	1	\$1,107.14
Round Trip Delivery		\$300.00	1	\$300.00
Twist Lock Shorting cap, 480VAC max		\$8.33	10	\$83.30
Install MC Cable Less than 10' (Includes MC)		\$61.67	40	\$2,466.80
Total Non-Incentivized Cost:				\$3,957.24

### Equipment and Customer Contribution

SmartWatt Energy will provide the additional work and services as listed on the attached Non-Incentivized Work Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, cap offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.

# Small Business Energy Saver Installation Contract

<b>Customer Name:</b>	Colerain Public Works Building	<b>Vendor:</b>	SMARTWATT ENERGY INC
<b>Address:</b>	4160 SPRINGDALE RD	<b>Audit Date:</b>	5/3/16 10:00 AM
<b>Town, State and Zip:</b>	CINCINNATI, OH 45251	<b>Auditor Name:</b>	bschaefer
<b>Account Number:</b>	43035471	<b>Application Number:</b>	3832

This Agreement is exclusively between the customer signing this Agreement below ("Customer") and SmartWatt Energy, Inc. ("Company"). Both Customer and Company may individually be referred to herein as a "Party" or collectively as the "Parties." This Agreement governs the installation of eligible Measures (defined and described in Section 9 below ) pursuant to the Duke Energy Small Business Energy Saver Program ("Program"); collectively, the "Work." The Program offers business customers (such as the Customer) with average peak electric energy demand less than or equal to 100 kilowatts (kW) over the previous 12 months various energy efficiency Measures installed by the Company at a reduced cost.

This Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Agreement are independent contractors. As used herein this Agreement, the term "Duke Energy" shall mean Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Indiana, Inc. depending upon the Customer's regulated utility account and facility address.

## 1. Measures to be Installed

The Company will install the Measures described in Section 9 below at the Customer's facility . The Company's installation contractor shall permanently disable all equipment replaced pursuant to the Program and render replaced equipment unfit for reuse. The Company will remove and dispose of all lamps, ballasts and other replaced equipment in compliance with all local, state, and federal guidelines . By entering into this Agreement, the Customer hereby relinquishes all ownership or property rights to disabled and removed equipment.

## 2. Confidentiality

Without limiting the generality or specificity of any other provision of this Agreement or any other agreement between the Customer and Company, Company (and any subcontractor of Company) agree to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of all Customer account information, meter information, name, address, billing information, or any other personally identifiable information concerning any Customer (collectively, "PII") that Company creates or receives from or on behalf of Duke Energy relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes. Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Customer that such return or destruction is complete. Company will immediately report to Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. Company will fully cooperate with Customer in response to any such incident. Company will report to Customer and fully cooperate with Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Agreement, the indemnity provision more specific to the Liabilities shall apply.

## 3. Installation Date

The Company will attempt to install the Measures within forty-five (45 ) days of Customer signing this Agreement but makes no guarantees as to the final installation date of the Measures.

## 4. Warranty, Disclaimers, Indemnification

- (a) For a period of one (1) year after date of installation of the Measures, the Company will provide a one-time free of charge replacement of any equipment that fails to operate according to manufacturer's specifications.
- (b) Customer may have other warranty rights that may be provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, Duke Energy or their respective parent, affiliates, subsidiaries or agents.
- (c) Neither Duke Energy or the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill.
- (d) Indemnification from Company: The Company shall indemnify and hold harmless Duke Energy and Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Agreement, or (b) negligent or willful misconduct in the performance of this Agreement.



(e) Indemnification from Customer: As part of agreeing to participate in the Program, which includes financial incentives to reduce the Customer's net project costs, the Customer shall protect, indemnify, and hold harmless the Company and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Agreement by, the Company, but specifically including any Losses resulting from breach or default by Customer of the terms and conditions of this Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Agreement.

(f) The Parties agree that solely for purposes of enforcing Duke Energy's rights (specifically concerning indemnification and other liability protections) against either Party under this Agreement, Duke Energy shall be a third party beneficiary to this Agreement; but shall have no performance related obligations under this Agreement or incur any other obligations whatsoever to either Party under this Agreement.

## **5. Limitation on Liability**

Notwithstanding anything herein to the contrary, Company's and Duke Energy's maximum liability to Customer for all Losses pursuant to this Agreement will be limited to any invoiced amounts actually received by Company from Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Customer's premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the nonperformance of any of the terms or conditions of this Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Notwithstanding anything herein to the contrary, neither the Company nor Duke Energy shall, in any event, be liable to Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## **6. Non-Incentivized Work and Customer Responsibilities**

(a) The Program provides incentives of up to 80% of the cumulative fixed unit price of Measures provided by the installation Contractor to all Customers participating in the Program. The fixed unit price is based on the 1 for 1 replacement or retro-fit of existing equipment utilizing the existing electrical wiring and mounting hardware present in the Customer facility. All additional Work outside of this scope and defined below will be itemized by type and cost in the "Non-Incentivized Work Report" provided as part of this Agreement. Any unforeseen additional Work and cost not presented as part of the "Non-Incentivized Work Report" will be presented to the Customer at the time of discovery. The Customer will have the right to cancel Work for which additional cost is required for installation of the Measure(s). If this Work is canceled, all related cost, savings, and incentives proposed for the affected Measures will be removed from the Work and reflected in the final invoice to the customer.

(b) All aerial lifts and staging costs are the responsibility of the Customer and are not incentivized.

(c) All incremental cost for specialty products above the cost of standard equipment prices offered on the Program will be the responsibility of the Customer and is not incentivized.

(d) The Customer must provide reasonable access to all lighting fixtures and baseline equipment being replaced. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the associated cost will be the responsibility of the Customer and is not incentivized.

(e) All incremental cost to comply with Prevailing Wage Laws as required or requested for Work to be completed at the Customer facility will be the responsibility of the Customer and is not incentivized.

(f) All additional electrical wiring, mounting requirements, material and labor cost outside of the standard scope of a 1 for 1 replacement will be the responsibility of the Customer and is not incentivized.

(g) General waste generated on the project will be disposed of by the Company in containers provided by the Customer. The Company can arrange to have general waste containers delivered to the site upon request. The cost for general waste containers will be the responsibility of the Customer and is non-incentivized.

(h) All additional electrical wiring, material and labor cost associated with compliance to all applicable electrical codes will be the responsibility of the Customer and is not incentivized.

(i) All additional time and cost to trace circuits needed to de-energize equipment being replaced due to mislabeled or non-labeled circuit panels will be the responsibility of the customer and is not incentivized.

(j) All Work that is required to be installed outside of normal business hours (7AM to 6PM) will incur additional costs which will be the responsibility of the Customer and is not incentivized.

## **7. Discretion of the Installation Contractor**

When undertaking the installation, the Company (at Company's sole discretion) may choose not to make the installation specified for reasons related to safety, discovery of unforeseen conditions, or the depletion of all Program incentive funds.

## **8. Access to Property**

(a) The Customer must provide a reasonable inside space for delivery and temporary storage of equipment to be installed. The Company will make every reasonable attempt to provide at least 24 hours advance notice of equipment deliver to the Customer site.

(b) Upon completion of installation, Customer agrees to provide a reasonable inside space for lamps and ballasts to be stored prior to being picked up by an authorized waste transporter arranged for by the Company.

(c) Follow-up visits and on site monitoring: The installation Contractor, Duke Energy or agents of either Party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for Program evaluation purposes.

(d) Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.



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Initial: \_\_\_\_\_



## 9. Customer Contribution

(a) The Company will install the equipment listed on the attached Energy Savings Report, incorporated herein by reference. The estimated cost of the installation including the estimated Customer Contribution is itemized on this Report. The Customer may choose to pay the Customer contribution as a Lump Sum payment upon completion of the energy efficiency project, or by utilizing the "Interest Free Financing" offer to finance their contribution, subject to the terms and conditions described in the Financing Agreement addendum.

### THE CUSTOMER OPTS TO PAY ITS COST CONTRIBUTION BY (CHECK ONE):

☐ Lump sum payment of \$11989.99 (5% discount) ☐ Interest-Free Financing (12) payments of \$1034.40 per month

(b) In the unlikely event of retrofits omitted from the original contract scope, including but not limited to, locked or missed rooms, miscounts, code violations or other unforeseen conditions, such omissions totaling no more than 10% of the original contract cost, may be installed without the written consent of the Customer. If the actual cost of the installation is less than the estimated cost or if the Company chooses not to install Measures in accordance with this Agreement the Company shall adjust the Customer's Contribution and the invoice, advising the Customer accordingly.

(c) If the Customer chooses the Lump Sum payment option, the Customer will be invoiced by the Company upon completion of installation of the proposed Measures. Payment is due upon receipt of the invoice. If the Customer chooses the financing option, the Customer must complete and agree to all terms of the attached Financing Agreement addendum. The Company reserves all rights to collect payment from the customer upon completion of the Work including but not limited to the cost of collections and legal action taken to secure such payment.

## 10. Participation in Other Energy Efficiency Programs

The installed measures are not eligible for incentives from other Duke Energy Efficiency Programs.

## 11. Entire Agreement

This Agreement, including all Exhibits to this Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

## 12. Representations of Customer

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Agreement; and (c) entering into this Agreement will not result in the breach of any agreement to which Participating Customer is a party.

## 13. Authorized Signature of Customer

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

### CUSTOMER NAME & ADDRESS WHERE MEASURES WILL BE INSTALLED:

Business Name	Colerain Public Works Building	Incorporated	<input type="checkbox"/>	Not Incorporated	<input type="checkbox"/>
Address	4160 SPRINGDALE RD	If Sole Proprietorship please provide last 4 digits of tax ID. If not, please provide Federal ID # below.			
City, State, Zip	CINCINNATI, OH 45251	Federal ID #	_____		

### CUSTOMER

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

### SMARTWATT ENERGY, INC.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Finance Agreement

**Business Name:** Colerain Public Works Building  
**Address:** 4160 SPRINGDALE RD  
**City, State and Zip:** CINCINNATI, OH 45251

**Contact Person:** James Rowan  
**Phone Number:** 513-923-5005  
**Fax Number:**

This Agreement is between SmartWatt Energy, Inc. and COLERAIN TOWNSHIP PUBLIC WORKS to finance an Energy Efficiency upgrade for:

**Application Number: 3832**

**Balance Financed: \$ 12,412.77**

The BALANCE FINANCED is payable Interest Free in 12 monthly installments of \$1034.40 to be automatically withdrawn on the 15th of each month, with the first monthly payment due the 15th of the following month in which the completion of your Energy Efficiency Project was performed, from:

☐ Credit Card

☐ Checking Account

☐ Savings Account

**FINANCING, TERM AND PAYMENT:** Subject to express exceptions, COLERAIN TOWNSHIP PUBLIC WORKS agrees to have the monthly payments automatically debited by SmartWatt Energy, Inc. from the account indicated in this agreement. Payments will be due on the 15th of each month following the completion of the project. A customer statement will be sent to the billing address of record on the 1st of each month.

**EARLY PAYOFF AND UNSCHEDULED PAYMENTS:** The financed balance can be paid in full at any time prior to the contract term by authorizing SmartWatt Energy, Inc. in writing to debit the remaining balance from the account indicated in this agreement or by sending a check for the remaining outstanding balance to our corporate

3 Rosell Drive  
Ballston Lake, NY 12019

Any voluntary payment made in excess of the current amount due, but less than the total outstanding balance, will be applied to the remaining principal balance and will reduce the number and/or amount of any future payments. Please see the example below:

Example: Customer has remaining balance of \$500 and a monthly financing payment of \$100. There is a current payment of \$100 due on the 15th of the current month. The customer decides to make a voluntary credit card payment of \$250 by contacting our corporate office. The voluntary payment would be applied as follows:

<b>Current payment due</b>	\$100.00	monthly payment will be automatically debited as per financing agreement	
<b>Month 1</b>	\$100.00	}	\$250 voluntary payment will be applied first to Month 4, then Month 3 and the remaining balance applied to reduce the Month 2 payment due to \$50. The Month 1 payment due will remain \$100 and will be auto debited on the 15th of the following month per financing agreement.
<b>Month 2</b>	\$100.00		
<b>Month 3</b>	\$100.00		
<b>Month 4</b>	\$100.00		
<b>Total Outstanding Balance</b>	<b>\$500.00</b>		

**DECLINED PAYMENT:** A \$35 fee will be applied for all returned or declined payments. This fee will be added to the current amount due and will be collected upon resubmission of your normal monthly payment. SmartWatt Energy, Inc. will contact James Rowan if payment is declined. If (2) consecutive automatic payments are returned or declined, this financing agreement will be terminated and the total remaining financed balance and all applicable fees will be due immediately. SmartWatt Energy, Inc. will send notification in writing and will include an invoice for the remaining outstanding balance and all applicable fees to be remitted upon receipt.

This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

By signing this document you are confirming the Financing Terms and Conditions arrangement with SmartWatt Energy, Inc. under which we will accept payment of your outstanding balance in 12 monthly installments.

### CUSTOMER

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

### SMARTWATT ENERGY, INC.

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

### Payment Information (payment information must reflect selected payment choice)

#### CREDIT CARD

VISA MC AMEX DISCOVER

#### BANK ACCOUNT

Card Number: \_\_\_\_\_

CCV: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

**\*\*Please attach a Voided Check or Deposit Slip\*\***

Bank Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_



Small Business  
Energy Saver

## Small Business Energy Saver Program



### Landlord Consent Agreement for Energy Efficiency Improvements

Duke Energy Account Information		
Tenant (Duke Energy Customer) Name: COLERAIN TOWNSHIP PUBLIC WORKS	Business Name: Colerain Public Works Building	
Street Address: 4160 SPRINGDALE RD	City, State, ZIP: CINCINNATI, OH 45251	
SmartWatt Energy Project Number: 3832	Tenant Phone: 513-923-5005	Tenant Email:
Tenant Signature:	Date:	
Landlord/Property Owner Name:	Landlord Company Name (If Applicable):	
Street Address:	City, State, Zip:	
Landlord Phone:	Landlord Email:	
Landlord Signature:	Date:	

I, (print name) \_\_\_\_\_, a duly authorized representative of the owner or landlord of the Premises (defined above), do hereby give my consent to SmartWatt Energy, Inc. (or its designee), acting on behalf of the Small Business Energy Saver Program, to enter the Premises to undertake the energy efficiency measure improvements set forth in the Proposed Scope of Work in the Customer Proposal (the "Work") attached hereto for the benefit of Tenant. Tenant shall be liable for the costs of the Work and shall comply with its obligations under the Lease.



Small Business  
Energy Saver



# Small Business Energy Saver Program



## Thank you for participating in Duke Energy's Small Business Energy Saver (SBES) Program!

Below is an outline of what you can expect of your upcoming installation:

1. If there are any alternate contacts for your project, please provide your energy auditor with the point of contact for material delivery, including a phone number and availability.
2. The next point of contact(s) will be:

Name: Kelly Kuser  
Title: Construction Coordinator  
Phone: 513-463-7644  
Email: [kkuser@smartwattinc.com](mailto:kkuser@smartwattinc.com)

Name: Sanchez Foster  
Title: Construction Manager  
Phone: 513-463-7644

Kelly will be contacting you (or your designee) within the next business week to schedule the delivery of the materials needed to complete your upgrades. If possible, we'll also discuss scheduling the installation during this call.

3. Materials will be delivered to a mutually agreeable, dry, and secure location at your facility, prior to installation. Kelly will work with you to determine this location and coordinate delivery timing with the Duke Energy SBES team.
4. We need you (or your designee) to complete the following tasks, prior to the installation date:
  - a. Based on our "No Hot Work Policy," our installers will be shutting off power to all circuits in the areas of your facility where they will be performing work. Please make sure each breaker in your electrical panel(s) is clearly marked.
  - b. All areas beneath and around areas where work will be completed need to be cleared prior to installation to ensure the safety of our installers. Please make

Completion of these tasks will ensure that we are able to work safely and begin your installation on time. Failure to complete these tasks prior to installation will result in installation delays.

5. Please let us know if you have any additional questions! We look forward to beginning your installation and helping you achieve energy savings.

