



**Connecticut
Light & Power**

A Northeast Utilities Company

107 Selden Street, Berlin, CT 06037

The Connecticut Light and Power Company
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(860) 665-5000
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**Energy Efficiency Services
LETTER OF AGREEMENT**

June 27, 2014

Westbury Condominium Association
c/o M. Levitz
Condominium Association Board
20 Outlook Avenue
WEST HARTFORD, CT 06119

Reference: Home Energy Solutions Project
Westbury Condominium Association Lighting Retrofit
WEST HARTFORD, CT

Dear Mr. Levitz,

To encourage energy efficiency, The Connecticut Light and Power Company (hereinafter, "CL&P"), in its capacity as administrator of the Connecticut Energy Efficiency Fund (hereinafter, "CEEF"), is pleased to offer Westbury Condominium Association (hereinafter, the "Participant") Energy Efficiency Services in connection with their building located at 20 Outlook Avenue, WEST HARTFORD, CT. If planning to proceed with this project, please counter-sign and return one original of this Letter of Agreement (hereinafter, "LOA") within 30 calendar days of the date of the authorized CL&P signature on page 2. If not returned within 30 calendar days, CL&P retains the option to modify or cancel this LOA without notification. By counter-signing and returning the LOA to CL&P within the specified timeframe, the Participant is subject to the following terms and conditions:

1. The attached Energy Efficiency Services Standard Terms and Conditions, and the Exhibit(s) are part of this LOA. In the event of a conflict between this LOA and the Standard Terms and Conditions, this LOA controls.
2. The Participant shall ensure the installed Energy Efficiency Measures ("EEMs" or "measures") comply with the requirements listed in the Exhibit(s) and verify the EEMs perform in their intended manner.
3. All EEMs must be installed by the Participant and accepted by both the Participant and CL&P by September 30, 2014. Failure of Participant to install all EEMs as described and shown in the attached Exhibits by September 30, 2014 may disqualify Participant from receiving an incentive payment.
4. Through the CEEF, CL&P agrees to pay incentives for all EEMs that comply with the terms and criteria specified in the Exhibit(s). The incentive paid for each measure will not exceed the amount listed for the measure in the Exhibit(s) unless the measure description allows for such changes. The total incentive for all measures as listed in the Exhibit(s) is **\$4,502.53**
5. Payment will be made to CONSERV INC, 45 INDUSTRIAL PARK ROAD WEST, TOLLAND, CT 06084.

INSTALLATION SERVICES AGREEMENT

THIS AGREEMENT (Agreement), is made as of the last date set forth below by and between **Con Serv, Inc. ("CSI")**, a Connecticut Corporation with a mailing address of P.O. Box 539 Willington, Connecticut 06279, and **Westbury Condominium Association** herein referred to as "Customer", with a service location of 20 Outlook Ave West Hartford, CT 06119 and a billing location of 20 Outlook Ave West Hartford, CT 06119.

WHEREAS, CSI is in the business of providing energy conservation services including installation of energy efficient products and providing energy related services for commercial and industrial facilities under the utility energy efficient program(s); and

WHEREAS, Customer desires to retain such services of CSI under the terms and conditions as set forth herein. CSI's price of \$12,525.77 for this work includes all labor, material, miscellaneous material, tools, permit fees, sales tax and management time necessary for a 100% turnkey installation. The total cost of the project includes an approved Norwich Public Utility Incentive of \$4,502.53 and the customer balance of \$8,023.24. The pricing of this agreement will be honored for 60 days from the CSI Signature date.

NOW THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter made, Customer and CSI hereby agree as follows:

1. **SCOPE OF SERVICES.** For a description of the Services subject to the terms of this Agreement see project proposal, attached hereto, and made a part hereof dated.
2. **DATE SERVICES TO BE COMMENCED.** CSI will make its best reasonable effort to commence the Services (defined as both Included Services and Additional Services) as soon as CSI receives a signed copy of this Agreement and payment of the required portion of the Fee due hereunder. CSI shall notify Customer of the commencement date for Services not less than two business days prior to the commencement date.
3. **SERVICE HOURS.** CSI shall perform the Services during the hours of 7:00 AM - 5:00 PM, Monday through Friday. Any Services required outside of these scheduled hours should be discussed and approved by CSI and Customer. In the event that Services are provided outside of scheduled hours, in addition to the Fee due to CSI from Customer, Customer agrees to pay to CSI as additional compensation an amount equal to fifty percent (50%) of the cost of the project labor performed outside the scheduled hours, as determined by CSI or predetermined schedule if mutually agreed upon by both parties.
4. **FACILITY ACCESS.** Customer shall provide CSI access to Customer's Facility as is reasonably necessary to complete the Services. If Customer agrees to provide access to the Facility at a certain hour and the Customer fails to do so, the Customer shall pay to CSI an amount equal to the value of any time expended by CSI at the then standard electrician labor rate charged by CSI per man hour of overtime.
5. **FEE / PAYMENT.**
 - a. **Fee.** The Fee for the Included Services includes sales tax, all labor, materials, miscellaneous material, tools, and management time necessary for a complete working installation. The charges for Additional Services, Change Orders and other costs shall be in addition to the Fee due hereunder.
 - b. **Payment of Fee: Payment will be the following:**
 - Customer shall sign utility incentive directly to CSI. (\$4,502.53)
 - Deposit at signing. (\$2164.03)
 - Remaining customer balance will be paid at completion of work with net 30

day terms. (\$5,859.21)

CSI will receive payment from the utility after the utility has inspected and approved the completed installation per scope of project proposal.

- c. **Fees for Other Charges.** Unless otherwise specified in this Agreement, Customer shall pay the fees for Services for any Change Orders in full before any services on such Change Order are rendered by CSI. Any fees due or estimated by CSI for any Additional Services or otherwise due under the terms of this Agreement shall be due and payable within ten (10) days of issuance by CSI of an invoice for the same. Additional Services or Change Orders prepared by CSI must be approved by the Customer.
 - d. **Other Financing.** CSI may make information regarding alternate financing available to the Customer but in no manner assumes any responsibility for the credit worthiness of the Customer or the Customer's ability to obtain this financing. If using alternate financing the proceeds must be assigned to CSI at the closing of the loan.
 - e. **Repair Services** - Customer will be responsible for the full cost of labor and materials for any repairs. Repairs will not qualify for any financial assistance from the sponsoring utility unless pre approved by the sponsoring utility.
6. **LIMITED WARRANTY.** CSI warrants to the original Customer that the materials installed will comply with applicable law covering the installation and operation of such materials. CSI further warrants to the original Customer that the materials will be installed in a workmanlike manner, and that the materials will be free from defects in such materials and workmanship for a period of one (1) year from the date that the materials are installed by CSI. During the stated one-year period, CSI shall service any faulty materials and make any repairs or replacements required without charge to the Customer. Non defective materials required to complete warranty work shall be at additional cost to Customer. CSI shall not be held liable for any failure or delay caused by circumstances beyond its control including, without limitation, fire, flood, labor problems, shortage of supplies or materials, unforeseen difficulties in installing the materials, and, without limiting the foregoing, any other conditions which are beyond CSI's control, including but not limited to failure or delay caused by abuse of Customer or any third party or failure of Customer to operate the materials in accordance with the instructions provided to Customer. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND ANY OTHER WARRANTIES EXPRESS OR IMPLIED.
7. **LIMITATION OF REMEDIES.** The sole liability of CSI under the warranties contained in paragraph 6 shall be the repair and replacement of parts, necessary adjustments, or other repairs required to maintain the installed materials in proper working order. THE WARRANTIES STATED IN PARAGRAPH 6 ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON CSI'S PART. CSI NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE AND INSTALLATION OF MATERIALS HEREUNDER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE TERMS OF PARAGRAPH 6 OF THIS AGREEMENT. THESE WARRANTIES SHALL NOT APPLY TO THE MATERIALS, LABOR OR ANY PART THEREOF WHICH HAS BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE, OR MISUSE. CSI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ACCESSORIES OR PARTS NOT SUPPLIED BY IT. AS USED IN THESE WARRANTIES, THE TERM "ORIGINAL BUYER" SHALL MEAN THAT PERSON OR ENTITY NAMED HEREIN FOR WHOM THE

MATERIALS WERE ORIGINALLY INSTALLED. THESE WARRANTIES SHALL APPLY WITHIN THE BOUNDARIES OF THE CONTINENTAL UNITED STATES.

8. **UTILITY INCENTIVES.** The nature, amount and timing of all utility incentives are decided solely by the utility. The continuation of any incentive program, offer of incentive or the level of incentives is subject to change by the utility without advance notice. Customer acknowledges and agrees that CSI is not responsible for nor guarantees any utility incentive or commitment toward the Fee due hereunder.
9. **CHANGE ORDERS.** Customer shall request any changes to the original Scope of Work by submission of the same in writing to CSI ("Change Order"). CSI will provide Customer with a quote for additional services requested. CSI will not proceed with any services without written approval of the Change Order quote by Customer. Customer shall be responsible for payment at the quoted amounts for the services and materials reflected in the Change Order. All incentives must be pre-approved by the utility.
10. **CANCELLATION.** In the event of cancellation of this project by Customer after this Agreement is signed, Customer agrees to pay for any work completed and any expense incurred by CSI due to cancellation, as well as, the cost plus expenses for any material ordered by CSI specifically for Customer based on the agreement.
11. **ENFORCEMENT.** In the event legal action is necessary to enforce this agreement, CSI shall be entitled to collect from Customer, in addition to any judgment or settlement sums due, the reasonable value of CSI's time and expenses (computed at CSI's prevailing fee schedule); spent in connection with such action, reasonable attorney's fees and statutory interest. This paragraph shall in no manner be interpreted to restrict or reduce any rights or remedies available to CSI to enforce this Agreement, and any such rights, in law, equity or otherwise, shall remain available to CSI.
12. **LIMITATION OF DAMAGES.** IN NO EVENT SHALL CSI BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF CSI HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. CSI'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEE PAID BY CUSTOMER TO CSI HEREUNDER. IN NO EVENT SHALL CSI BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SERVICES OR MATERIALS, INCLUDING, BUT NOT LIMITED TO DELAY OF CSI IN THE DELIVERY AND INSTALLATION OF THE MATERIALS OR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.
13. **NO ENERGY SAVINGS REPRESENTED.** CSI has provided Customer with estimated energy savings data based upon information provided to CSI by Customer. In CSI's analysis of the Customer data, CSI accessed the sponsoring utility's computer software. The estimate energy costs, savings and incentives were reviewed and approved by the sponsoring utility. CSI does not guarantee that Customer will realize the savings indicated in the agreement, nor does CSI guarantee that actual savings will occur at the level projected in the report. Factors that are impossible to predict, such as changes in facility usage, operating hours, utility costs, equipment or weather, all may impact Customer's future electric energy use.
14. **INSURANCE.** CSI shall provide and maintain insurance coverage and shall furnish a certificate of insurance to Customer in accordance with the coverage limits specified as follows: (i) Professional Liability In the aggregate: \$250,000.00, (ii) General Liability (Bodily Injury & Property Damage); and (iii) Combined Single Limits \$1,000,000.00.
15. **FORCE MAJEURE.** CSI shall not be responsible for delays and/or failure to perform Services as requested by Customer pursuant to this Agreement where such delay

and/or failure to perform are caused by events beyond CSI's control. Such events include, but are not limited to, court or administrative orders, strikes, lockouts, acts of God and acts of war.

16. **CHOICE OF LAW.** This Agreement shall be administered and interpreted under the laws of the State of Connecticut. If any part is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the terms and conditions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals to this Agreement as of the dates set forth below.

CUSTOMER:

By: _____

Signature

Date: 12/1/2014

MARTIN LEVITZ PRES.
Print name and title

Conf Serv, Inc.

By: _____

Signature

Darin C Hanna, President

Print name and title

Date: 11/25/2014