MEMORANDUM OF AGREEMENT

BETWEEN THE

KENTUCKY SCHOOL BOARDS ASSOCIATION (KSBA)

AND

COUNTY SCHOOLS

LGE-KU SPECIAL ENERGY PROJECT FUNDING
THIS MEMORANDUM OF AGREEMENT (the “AGREEMENT”) is made and entered into this August 15, 2016 by and between the Kentucky School Boards Association, 260 Democrat Drive, Frankfort, Kentucky and [redacted] (hereinafter “District”).

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

   i. Physical description of location
   ii. Account Number
   iii. Installed measures type as applicable
   iv. Data specific to:
      1. Quantities
      2. Type measure/description (LED/fixture, A/C type, Heat Pump, Motors/Pumps, VFD, Other)
      3. Type fixture (description)
      4. Number of lamps per fixture (when applicable)
      5. Lamp(fixture wattage (actual draw) (when applicable)
      6. Estimated annual operating hours
      7. Actual equipment cost per fixture/unit
      8. Actual installed/operable date (final report)
      9. Unit make/model and tonnage
      10. Unit description (Packaged/Unitary A/C; Heat Pump; Rooftop A/C; Ground Source A/C)
      11. Number units
      12. Tons per unit (BTUs, MBTUs)
      13. ARI Rating (SEER/EER)
      14. Motor/Pumps unit descriptions, make/model #, age
      15. Motor/Pumps HP, type, RPM, installed efficiency
      16. VFD unit descriptions, make/model #, HP
      17. Full load efficiency in kW/ton (Final Report - New)
      v. Inoperable equipment should be specified by measure type/location.
      vi. All associated savings calculations to confirm operating hours & coincidence factors use in savings calculations
      vii. Engineer reports (when available)
      viii. Energy and demand before project (by project, including primary source of data used to verify savings)
      ix. Energy and demand after project (by project and aggregated projects)
x. Calculation methodologies applied to operating hours, energy and demand impacts (applies to preliminary project and completed calculation methodologies)
xi. Copy of all equipment invoices (materials and labor)
 xii. Photos of existing and new measures
xiii. Other installed measures not cited above shall include applicable account detail, project/unit descriptions, unit, operation hours, annual kWh savings, peak demand savings, costs (labor and equipment), and calculation methodologies applied.

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

2. OBLIGATIONS OF KSBA

2.1 KSBA shall undertake the following obligations:

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

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

3. MUTUALITY OF OBLIGATIONS

3.1 The obligations imposed upon the parties to this AGREEMENT are for the benefit of the parties and we each hereby agree that timely fulfillment of each and every obligation in accordance with this AGREEMENT is material and necessary. In the event of a material breach by either party to this AGREEMENT, the other party shall give written notice of the breach to the breaching party and the opportunity to cure such breach within (10) business days. Upon the failure of the breaching party to cure within said timeframe, the non-breaching party may terminate this AGREEMENT upon notice without further obligation to the other party.
3.2 Except as otherwise provided in this AGREEMENT, the parties to this AGREEMENT shall be solely responsible for any costs incurred in fulfilling their obligations under the AGREEMENT, and no party shall have any claim against the other party for reimbursement of such costs.

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

4. TERM OF AGREEMENT

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

5. CANCELLATION

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

6. NOTICE

6.1 Notices required under this agreement shall be mailed by registered or certified mail, or hand-delivered, to the District Schools’ Superintendent at the address at the beginning of this AGREEMENT and to the KSBA Executive Director at the address at the beginning of this AGREEMENT.
IN WITNESS WHEREOF, KSBA and District have executed this AGREEMENT as of the date first written above.

AGREED TO BY:

Kentucky School Boards Association

[Signature]
Mike Armstrong, Executive Director

Date: 8-8-16

District School Board of Education

[Signature]
Board Chairperson

Date: ________________

Attested by: ________________
Board Secretary

Date: ________________
Attachment A Funding Distribution

Residual Match Option Selected

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

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

For Clarity:

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

All other requirements of the MOA must be met for reimbursement.
Attachment A Funding Distribution

Match Option Selected

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

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

For Clarity:

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

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

### Project Description

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

### Existing Equipment

<table>
<thead>
<tr>
<th>Project List</th>
<th>Account Number</th>
<th>Light Type</th>
<th>Lamps / Fixture</th>
<th>Fixtures</th>
<th>Watts per Fixture</th>
<th>Total Watts</th>
<th>Annual Operating Hours</th>
<th>Total Kwh/Year</th>
<th>Monthly demand, KW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hallways</td>
<td>0000-0520-0500</td>
<td>T8 Fluorescent</td>
<td>6</td>
<td>560</td>
<td>112</td>
<td>67,720</td>
<td>3000</td>
<td>179,400</td>
<td>62.72</td>
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<tr>
<td>Hallways and Other</td>
<td>0000-0520-0500</td>
<td>T8 Fluorescent</td>
<td>3</td>
<td>280</td>
<td>84</td>
<td>21,520</td>
<td>3000</td>
<td>70,560</td>
<td>23.52</td>
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</table>

### New Equipment

<table>
<thead>
<tr>
<th>Project List</th>
<th>Light Type</th>
<th>Lamps / Fixture</th>
<th>Fixtures</th>
<th>Watts per Fixture</th>
<th>Total Watts</th>
<th>Annual Operating Hours</th>
<th>Total Kwh/Year</th>
<th>Monthly demand, KW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior</td>
<td>LED Tubes</td>
<td>2</td>
<td>210</td>
<td>76</td>
<td>7,210</td>
<td>3000</td>
<td>23,840</td>
<td>29.2</td>
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</table>

### Annual Savings

<table>
<thead>
<tr>
<th>Annual kWh</th>
<th>Monthly KW</th>
<th>Annual Savings, $</th>
</tr>
</thead>
<tbody>
<tr>
<td>133,840</td>
<td>59</td>
<td>18,385</td>
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### Project Cost

<table>
<thead>
<tr>
<th>Project Cost</th>
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</thead>
<tbody>
<tr>
<td>5</td>
</tr>
</tbody>
</table>

### Simple Payback

<table>
<thead>
<tr>
<th>Simple Payback</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01</td>
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</tbody>
</table>
This will be a retrofit of the linear fluorescent fixtures at the [masked] School. The existing linear fluorescent tubes will be removed along with the tombstones and ballasts. New direct wire LED tubes (with built-in drivers) and tombstones will be installed in each fixture to complete the retrofit. The LED retrofit will maintain or improve light levels. This is material cost only. The district will self perform the installation with their maintenance staff.

### Existing Equipment

<table>
<thead>
<tr>
<th>Project</th>
<th>Account Number</th>
<th>Light Type</th>
<th># Lamps/fixture</th>
<th># fixtures</th>
<th>watts per fixture</th>
<th>total watts</th>
<th>Annual Operating Hours</th>
<th>Total kwh/year</th>
<th>Monthly demand, KW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom</td>
<td>3000-3005-8645</td>
<td>LED Tubes</td>
<td>4</td>
<td>115</td>
<td>180</td>
<td>42,240</td>
<td>2000</td>
<td>89,600</td>
<td>42.84</td>
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<tr>
<td>Corridor</td>
<td>3000-3006-8645</td>
<td>LED Tubes</td>
<td>3</td>
<td>390</td>
<td>120</td>
<td>97,700</td>
<td>3000</td>
<td>123,140</td>
<td>39.76</td>
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### New Equipment

<table>
<thead>
<tr>
<th>Project</th>
<th>Light Type</th>
<th># Lamps/fixture</th>
<th># fixtures</th>
<th>watts per fixture</th>
<th>total watts</th>
<th>Annual Operating Hours</th>
<th>Total kwh/year</th>
<th>Monthly demand, KW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom</td>
<td>LED Tubes</td>
<td>2</td>
<td>305</td>
<td>26</td>
<td>11,300</td>
<td>2000</td>
<td>22,600</td>
<td>11.12</td>
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<tr>
<td>Corridor</td>
<td>LED Tubes</td>
<td>2</td>
<td>390</td>
<td>26</td>
<td>10,800</td>
<td>3000</td>
<td>30,120</td>
<td>10.41</td>
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### Annual Savings

<table>
<thead>
<tr>
<th>annual kWh</th>
<th>monthly KW</th>
<th>Annual Savings, $</th>
<th>Project Cost</th>
<th>Simple Payback</th>
</tr>
</thead>
<tbody>
<tr>
<td>155,000</td>
<td>61</td>
<td>35,192</td>
<td>$20,900</td>
<td>1.30</td>
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</table>
This Tab Summarizes all of the projects for the district.

<table>
<thead>
<tr>
<th>Projects</th>
<th>Monthly KW Savings</th>
<th>Annual KWH Savings</th>
<th>Annual $ Savings</th>
<th>Installed Cost, $</th>
<th>Rebates, $</th>
<th>Final Installed Cost, $</th>
<th>Simple Payback</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>58.8</td>
<td>133,840</td>
<td>13,384</td>
<td>25,816</td>
<td></td>
<td>25,816.00</td>
<td>1.929</td>
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<tr>
<td></td>
<td>61.14</td>
<td>151,920</td>
<td>15,192</td>
<td>20,920</td>
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<td>20,919.90</td>
<td>1.377</td>
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<tr>
<td>Project 3</td>
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<td>Project 4</td>
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<td>-</td>
<td>-</td>
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<td>Project 5</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>119.94</td>
<td>285,760</td>
<td>28,576</td>
<td>46,736</td>
<td></td>
<td>46,735.90</td>
<td>1.635</td>
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</tbody>
</table>
Funding Participation Resolution
MATCH - RESIDUAL OPTION

WHEREFORE,

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

WHEREFORE,

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

The Board hereby APPROVES participation in the SEPF Program administered by KSBA at the MATCH OPTION and subject to availability the RESIDUAL OPTION. The Board further AUTHORIZES and DIRECTS the Board Chair to execute on behalf of the Board that certain Memorandum of Agreement with KSBA under which the District will match on a dollar for dollar amount as described in our project proposal up to $10,000.00 and Board will receive the lesser of $10,000.00 (RFP ATTACHMENT A, column D) for the MATCH OPTION or actual verified costs of the designated project(s) as shown on the attached proposal based on submission to KSBA of an invoice and additional documentation confirming project completion; and, subject to the availability and amount of Residual Award Funding, the Board authorizes that the energy projects as shown on the attached proposal for the RESIDUAL OPTION funded projects be matched on a dollar for dollar basis up to the lesser of $25,367.95 or actual verified costs of the designated residual project(s) as shown on the attached proposal based on submission to KSBA of an invoice(s) and additional documentation confirming project completion.