

**Energy Efficiency for Everyone** 

# Conservation Plans Through 12/13/11 for:





Location ID:	512002					·
Name						÷.
OwnerName		•	•	÷.,		:.:
Phone			• . • •			
Assessor	Chris Woolery	•	·. ···		11	d ta
Date	9/26/2011	••••	· · ·			çu.»

# **How Your Home Uses Energy**

[		model baseline	Elec	Gas	Propane	Wood/Coal	
	8	Heating	14,400 kWh	0 kBTU	0 kBTU	o kBTU	energy for heating, cooling, and base load
	*	Cooling	2310 kWh	0 kBTU	0 kBTU		(which is everything
	×	Base	15500 kWh	0.kBTU	0 kBTU		that is not heating or
Į	=	Total (yr)	32,210 kWh	0 kbtu	0 kBTU	0 kBTU	cooling).
-			28600 kWh	0 kBTU	0 kBTU	0 kBTU	

# How Your Home Could Save Energy

0 kBTU (Gas) 0 kBTU (Propane)	0 kBTU (Gas) 0 kBTU (Propane)	0 therms 0 Gal	2.00 /Therm 2.50 /Gal	50 \$0 \$0
7671 kWh (Elec)	4,061 kWh (Elec)	4,061 kWh	0.11 /kWh	\$447
Savings from Baseline:	Savings from Actuals:	Conversions to Fuel	Current Rates	Projected Savinas (yr)
1. Air seal basement do	oor.			
2. Remove window AC	units.			
3. Repair and replace p	aneling missing on A frar			
4. Rim joist insulation l	isted above will contribu	te to air sealing.		
Reduce the house air le	eakage from 5020 to 300	0 cfm50.		
Replace HVAC Cooling	with New HVAC Cooling	System.		
Replace HVAC Heating	with New HVAC Heating	System.		
Install Programmable T	hermostat.			
Add Insulation in attic	to 12" total from existing			
Install R-19 insulation i	n floor.			
Add Rim Joist Insulatio				
Create a new, sealed a	nd insulated attic access	from closet in additio	n. Statistica and	

Based on savings from insulation and air seal only due to calibration.

**Projected Avg Energy Savings (mo)** before monthly How\$mart Charge

# Financing



\$9,915.60 Cost of Improvements (est):

\$2,000.00 \$1,300.00

**Kentucky Home Preformance Customer Contribution** 



over

Sister

**Utility Contribution** 

Not to Exceed Amount (90% of Savings)

\$37

15 years **\$48 Monthly Charge** 

of projected savings

ver. 11/17/2011

# Next Steps

- 1. Sign Purchase Agreement
- 2. Select contractor and schedule the job
- 3. Energy Specialist returns to inspect completed work
- 4. Savings begin and installments charge appears on utility bill.
- If, after operation, any of the upgrades fail, the Utility will reevaluate the work.

# Acceptance:

# I understand that:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermastat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under How\$martKY.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation.

Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider (marketed as How\$martKY) is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback period of the improvements is as follows:

Fixed Monthly Charge		<u>Estimate</u> \$48	Not to Exceed \$34		
Capital Investment		\$6,616	\$4,585		
Project Fee(s)	4.50%	\$298	\$206	Payback Period (years)	15
Capital Fee	0.50%	\$33	\$23	Cost of Capital	3%
Total Interest over life of paybac	:k	<u>\$1,721</u>	<u>\$1,240</u>		
Total Cost over life of payback		\$8,635	\$6,031		
Account Holder: print name			Owner: print name		
Date:			Date:		

# How\$martKY

**Energy Efficiency for Everyone** 

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### GENERAL

Location Number Date of Assessment Utility

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### **CUSTOMER INFORMATION**

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# **1. RETROFIT MEASURES**

1. Air seal basement doo	いいに 知知 に行う		
2, Remove window AC L			
3. Repair and replace pa	11月1日日 11月1日日	San Barra States	ne ceiling.

4. Rim joist insulation listed above will contribute to air sealing. Reduce the house air leakage from 5020 to 3000 cfm50. Replace HVAC Cooling with New HVAC Cooling System. Replace HVAC Heating with New HVAC Heating System. Install Programmable Thermostat. Add Insulation in attic to 12" total from existing. Install R-19 insulation in floor. Add Rim Joist Insulation. Create a new, sealed and insulated attic access from closet in addition.

Account	#
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Owner Information

4061 \$47.97	Projected Savings (kWh) Calculated Monthly Payment
\$9,915.60	Value of Measures*
\$2,000.00	Kentucky Home Preformance
\$1,300.00	Customer Contribution*

\$6,615.60	Amount paid by Utility
\$29.00	UCC Filing Fee*
\$20.00	Software License Fee*
\$248.70	Utility Admin Fee*
\$33.08	Capital Fee*
\$6,946.38	Total Cost of Retrofit

### 2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company.

### Customer's Initials \_\_\_\_\_Owner's Initials \_\_\_\_\_

# **3. PURPOSE OF THIS AGREEMENT**

This Agreement permits the Retrofit Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and obligates the Owner to disclose any payment requirement to future tenants and to any purchaser of these premises as described in Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in implementing, maintaining, disclosing and paying for the above mentioned Retrofit measures.

### 4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING

4.1 Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to install, inspect and/or repair Retrofit measures.

4.2 Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have been made or Customer no longer has an account with the Company. For portable Retrofit measures, all remaining payments will be due with the final bill.

4.3 Maintain the installed Retrofit measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Company/its Agent. Customers will be responsible for all required maintenance and out of warrantee repairs.

4.4 Customer shall notify the Company if any of the above Retrofit measures stop working. The Company/its Agent will verify Retrofit failure, assess repair need/cause and authorize the repair. The Company/its agent may suspend Customer's Retrofit Project charges while repairs are being made, to the degree that energy savings are compromised. Contractors and warrantees will cover costs of repairs due to defects in workmanship or equipment per contract and warrantees. Customers will cover costs for customer damage, out of warrantee repairs and any remaining repair costs. The Company/its Agent may increase the number of remaining Retrofit payments to recover repair costs not reimbursed, including administration.

Alternatively, Customer may repair Retrofit measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.

The Company/its Agent may repair a measure that is not working and seek compensation from Customer or owner as appropriate or recover any costs that were not reimbursed after warranty payments are applied by increasing the number of Retrofit payments at this location. The Company/its Agent may likewise be reimbursed for maintenance costs required to keep systems operating as described above.

4.5 Capital Provider will own the installed Retrofit measures during the duration of payments by occupant, Customer will not apply for or claim tax or other credits which will be claimed by and belong to the Capital Provider.

4.6 In some cases, (where the portable equipment replaced belonged to the meter holder) Customers may relocate portable retrofit measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Retrofit measures to their new account .

4.7 Customer will make a good faith effort to participate in Retrofit program follow-up surveys for the purpose of evaluating the effectiveness of the Retrofit system and to provide information requested by the Public Service Commission and state Energy Office.

4.8 The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of Company/its Agent. Company/its Agent will not be liable for personal injury, property damage or illegal activity caused by Contractor or Contractor's agents or employees. Company is not a guarantor of products and this Agreement does not limit Customer's rights regarding manufacturers, vendors and contractors.

4.9 Customer understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

# 5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

5.1 Assign the Retrofit Tariff to this location which shall remain in full force until the final Retrofit obligation has bein paid in full.

5.2 Be its representative to coordinate and facilitate the installation of the Retrofit measure(s) listed above and related work including arranging for repair or replacement if any of the Retrofit measures fail prior to the Customer making the final payment.

5.3 Enter into the Contractor Installation Agreement with the Contractor on Customer's behalf for the purpose of installing Retrofit measure(s) and related work.

5.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, the Owner, the Company/its Agent and the Contractor.

### 6. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

6.1 Owner agrees to assume all the above mentioned Customer Responsibilities, Understandings and Authorizations, including Retrofit repayment whenever utility service to the above reference service location is in the Owners' name.

6.2 Owner shall make all remaining Retrofit payments upon closing their utility account or upon sale of the property or disclose the Retrofit monthly payment obligation to the next customer. Owners renting out the above premises shall disclose monthly Retrofit payment obligation to all subsequent tenants until the obligation has been repaid. Failure to disclose will constitute permission by the Owner for the next customer to break a lease or purchase agreement for the premises within thirty (30) business days of applying for utility service. A signed copy of the New Customer Disclosure form will constitute proof of disclosure.

6.3 Owner will maintain installed Retrofit measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Retrofit measure(s).

6.4 Owner will be responsible for cost associated with owner damage.

6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Retrofit obligation if building/measures, are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/its Agent or to pay off any balance owed to the Company for Retrofit products installed in the premises.

6.6 Owner understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

6.7 Owner warrantees that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs associated with the installation of Retrofit measures including but not limited to their installation, removal, premises repairs, and program costs.

# 7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

7.1 Arrange for installation of the Retrofit measures listed above and detailed in the Conservation Plan.

7.2. Assign the Retrofit Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Retrofit measure is removed by Owner.

7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Retrofit measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Retrofit measures. Owner understands that when an independent contractor installs Retrofit measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.

7.4 Manage change orders consistent with the Conservation Plan. Any change that deviates from the approved Conservation Plan must be agreed to in writing by Customer, Owner, Company/its Agent, and the Contractor.

7.5 Issue payment for Retrofit products, materials and/or work when an independent contractor or vendor is used. (Labor or installation charges will not be reimbursed for self-installed measures). Payment made by Company does not guarantee the work performed by the Contractor. The Contractor is solely responsible for the installation of the Retrofit measure(s).

7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Retrofit measure costs noted above.

7.7 Record the attached UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Retrofit obligations to successor customers at this location.

# 8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

8.1 This Agreement shall remain in full force and effect until the final Retrofit payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.

No Retrofit payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.

If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Retrofit measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.

8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurred for these Retrofit measure(s).

8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement. Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page. Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Retrofit measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.

8.8 In the event of any dispute arising over the Retrofit program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arhiter

8.9 Company's Retrofit program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy Retrofit Rider.

8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

Name:	Date:	(Owner)
Name:	Date:	(Account holder - if different)
Name:	Date:	(Utility Repersentative)



Location ID:	535021	
Name		
OwnerName		1949-4 N
Phone		- 영향 이가지?
Assessor	Chris Woolery	
Date	9/26/2011	

# How Your Home Uses Energy

	model baseline	Elec	Gas	Propane	Wood/Coal	Your home uses
8	Heating	8,000 kWh	0 kBTU	0 kBTU	0 kBTU	energy for heating, cooling, and base load
*	Cooling	4100 kWh	0 kBTU	0 kBTU		(which is everything
N	Base	14800 kWh	0 kBTU	0 kBTU		that is not heating or
=	Total (yr)	26,900 kWh	0 kBTU	0 kBTU	<b>O</b> kBTU	cooling).
		26800 kWh	0 kBTU	0 kBTU	0 kBTU	

# How Your Home Could Save Energy

Add Insulation in attic to 15" total from existing.		
Install Programmable Thermostat.		
Replace HVAC Heating with New HVAC Heating System.		
Replace HVAC Cooling with New HVAC Cooling System.		
Reduce the house air leakage from 400 to 2240 cfm50.		
9. Create and install a sealed cover over the window used for crawl sp	ace access.	
8. Seal basement windows with caulk and / or DAP foam		
7. Seal doors in patio addition by installing caulk and / or DAP foam at	transitions around brick and	d metal angle iron.
6. Seal trim at ceiling in master closet and large hole in corner with ca		
5. Install weatherstrip to attic access in master closet.		
4. Air seal large penetrations in attic, especially master closet light.		
3. Seal all large penetrations in crawl space, with foam board and DAP	foam, with special attentio	n to plumbing cuts
2. Install proper damper in hall bath fan vent.		
1. Install foam board air barrier on top of open soffit areas from the a	ttic, sealed at edges with DA	P spray foam.

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Savings from Baseline:	Savings from Actuals:	Conversions to Fuel	Current Rates	Projected Savings (vr)
6397 kWh (Elec)	6,297 kWh (Elec)	5,297 kWh	0.11 /kWh	\$693
0 kBTU (Gas)	0 kBTU (Gas)	0 therms	2.00 /Therm	\$0
0 kBTU (Propane)	0 kBTU (Propane)	0 Gal	2.50 /Gai	\$0
Based on savings from insulation	ı and air seal only due to calibratio	n.	Projected Avg Energy Savi	ngs (mo) \$58
			before monthly How\$m	art Charge
Financing				
\$7,175.00 Cost o	of Improvements (est):		\$5,740.00 Utility Contribu	ution
\$1,435.00 Kent	ucky Home Preformance	e	\$7,109 Not to Exceed Ar	mount (90% of Savings)
			@ 3% over 15 years	
			\$42 Monthly Charg	ge
			72% of projected savi	ings

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# Next Steps

- 1. Sign Purchase Agreement
- 2. Select contractor and schedule the job
- 3. Energy Specialist returns to inspect completed work
- 4. Savings begin and installments charge appears on utility bill.
- If, after operation, any of the upgrades fail, the Utility will reevaluate the work.

# Acceptance:

# I understand that:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermastat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under How\$martKY.

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Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider (marketed as How\$martKY) is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback period of the improvements is as follows:

Estimate	Not to Exceed		
\$42	\$52		
\$5,740	\$7,109		
% \$258	\$320	Payback Period (years)	15
% \$29	\$36	Cost of Capital	3%
<u>\$1,494</u>	<u>\$1,922</u>		
\$7,492	\$9,351		
	\$42 \$5,740 9% \$258 9% \$29 <u>\$1,494</u>	\$42 \$52 \$5,740 \$7,109 \$320 \$320 \$36 \$1,494 \$1,922	\$42 \$52 \$5,740 \$7,109 \$320 Payback Period (years) \$36 \$1,494 \$1,922

Account Holder:print name	Owner: print name	
Date:	Date:	



**Energy Efficiency for Everyone** 

# GENERAL

Location Number Date of Assessment Utility



# **CUSTOMER INFORMATION**

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### **1. RETROFIT MEASURES**

 Install foam board air barrier on top of open soffit areas from the attic; seal
 Install proper damper in hall bath fan vent.
 Seal all large penetrations in crawl space, with foam board and DAP foam,
 Air seal large penetrations in attic; especially master closet light.
 Install weatherstrip to attic access in master closet.
 Seal atrim at ceiling in master closet and large hole in corner with caulk and
 Seal doors in patio addition by installing caulk and / or DAP foam at transiti
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 Create and install a sealed cover over the window used for crawl space acc Reduce the house air leakage from 400 to 2240 cfm50.
 Replace HVAC Cooling with New HVAC Cooling System.
 Replace HVAC Heating with New HVAC Heating System.

Account	#	a.

**Owner Information** 

6297 \$41.62	Projected Savings (kWh) Calculated Monthly Payment		
\$7,175.00	Value of Measures*		
\$1,435.00	Kentucky Home Preformance*		

\$5,740.00	Amount paid by Utility
\$29.00	UCC Filing Fee*
\$20.00	Software License Fee*
\$209.30	Utility Admin Fee*
\$28.70	Capital Fee*
\$6,027.00	Total Cost of Retrofit

### 2. INFORMATION ACCURACY

Add Insulation in attic to 15" total from existing.

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Customer's Initials Owner's Initials

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4.6 In some cases, (where the portable equipment replaced belonged to the meter holder) Customers may relocate portable retrofit measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Retrofit measures to their new account.

4.7 Customer will make a good faith effort to participate in Retrofit program follow-up surveys for the purpose of evaluating the effectiveness of the Retrofit system and to provide information requested by the Public Service Commission and state Energy Office.

4.8 The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of Company/its Agent. Company/its Agent will not be liable for personal injury, property damage or illegal activity caused by Contractor or Contractor's agents or employees. Company is not a guarantor of products and this Agreement does not limit Customer's rights regarding manufacturers, vendors and contractors.

4.9 Customer understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

# 5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

5.1 Assign the Retrofit Tariff to this location which shall remain in full force until the final Retrofit obligation has bein paid in full.

5.2 Be its representative to coordinate and facilitate the installation of the Retrofit measure(s) listed above and related work including arranging for repair or replacement if any of the Retrofit measures fail prior to the Customer making the final payment.

5.3 Enter into the Contractor Installation Agreement with the Contractor on Customer's behalf for the purpose of installing Retrofit measure(s) and related work.

5.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, the Owner, the Company/its Agent and the Contractor.

### 6. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

6.1 Owner agrees to assume all the above mentioned Customer Responsibilities, Understandings and Authorizations, including Retrofit repayment whenever utility service to the above reference service location is in the Owners' name.

6.2 Owner shall make all remaining Retrofit payments upon closing their utility account or upon sale of the property or disclose the Retrofit monthly payment obligation to the next customer. Owners renting out the above premises shall disclose monthly Retrofit payment obligation to all subsequent tenants until the obligation has been repaid. Failure to disclose will constitute permission by the Owner for the next customer to break a lease or purchase agreement for the premises within thirty (30) business days of applying for utility service. A signed copy of the New Customer Disclosure form will constitute proof of disclosure.

6.3 Owner will maintain installed Retrofit measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Retrofit measure(s).

6.4 Owner will be responsible for cost associated with owner damage.

6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Retrofit obligation if building/measures are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/its Agent or to pay off any balance owed to the Company for Retrofit products installed in the premises.

6.6 Owner understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

6.7 Owner warrantees that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs associated with the installation of Retrofit measures including but not limited to their installation, removal, premises repairs, and program costs.

# 7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

7.1 Arrange for installation of the Retrofit measures listed above and detailed in the Conservation Plan.

7.2. Assign the Retrofit Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Retrofit measure is removed by Owner.

7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Retrofit measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Retrofit measures. Owner understands that when an independent contractor installs Retrofit measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.

7.4 Manage change orders consistent with the Conservation Plan. Any change that deviates from the approved Conservation Plan must be agreed to in writing by Customer, Owner, Company/its Agent, and the Contractor.

7.5 Issue payment for Retrofit products, materials and/or work when an independent contractor or vendor is used. (Labor or installation charges will not be reimbursed for self-installed measures). Payment made by Company does not guarantee the work performed by the Contractor. The Contractor is solely responsible for the installation of the Retrofit measure(s).

7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Retrofit measure costs noted above.

7.7 Record the attached UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Retrofit obligations to successor customers at this location.

# 8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

8.1 This Agreement shall remain in full force and effect until the final Retrofit payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.

No Retrofit payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.

If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Retrofit measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.

8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurred for these Retrofit measure(s).

8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement. Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page. Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Retrofit measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.

8.8 In the event of any dispute arising over the Retrofit program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter

8.9 Company's Retrofit program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy Retrofit Rider.

8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

Name:	Date:	(Owner)
Name:	Date:	(Account holder - if different)
Name:	Date:	(Utility Repersentative)



Location ID:	545050	
Name		
OwnerName		
Phone		25Mp
Assessor	Chris Woolery	
Date	1/1/1990	

# How Your Home Uses Energy

		model baseline	Elec	Gas	Propane	Wood/Coal	Your home uses
ſ	8	Heating	4,650 kWh	O KBTU	O kBTU	0 kBTU	energy for heating, cooling, and base load
	*	Cooling	432 kWh	0 kBTU	O kBTU		(which is everything
	N	Base	16300 kWh	0 kBTU	0 kBTU		that is not heating or
	=	Total (yr)	21,382 kWh	O kBTU	0 kBTU	0 kbtu	cooling).
L			21900 kWh	0 kBTU	O kBTU	0 kBTU	

How Your Home Could Save Energy

Add Insulation in attic to	12" total from existing			22.44 <u>8</u> /841.
Seal Duct Work to 10% o			to plumbing	under tub(r)
			ecial attention to plumbing	under tub(s).
2. Replace batt insulatio				
1. Install a foam board a	ir barrier over the attic :	side of the dropped	kitchen soffits. Edges and s	
Savings from Baseline:	Savings from Actuals:	Conversions to Fuel	<u>Current Rates</u>	<u>Projected Savinas (vr)</u>
2554 kWh (Elec)	3,072 kWh (Elec)	3,072 kWh	0.11 /kWh	\$338
0 kBTU (Gas)	0 kBTU (Gas)	0 therms	2.00 /Therm	\$0
0 kBTU (Propane)	0 kBTU (Propane)	0 Gal	2.50 /Gal	\$0
Based on savings from insulation	and air seal only due to calibratic	n.	Projected Avg Energy Sav before monthly How\$n	<ul> <li>COMPARING A 10 COMPANY</li> </ul>
inancing				
\$2,046.00 Cost o	Improvements (est):		\$1,636.80 Utility Contril	oution
\$409.20 Kentu	cky Home Preformanc	6 6	\$3,468 Not to Exceed A	Amount (90% of Savings)
			@ 3% over 15 years	
			\$12 Monthly Cha	rge
			42% of projected sa	vings

# Next Steps

1. Sign Purchase Agreement

- 2. Select contractor and schedule the job
- 3. Energy Specialist returns to inspect completed work
- 4. Savings begin and installments charge appears on utility bill.
- If, after operation, any of the upgrades fail, the Utility will reevaluate the work.

# Acceptance:

# I understand that:

Date:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermastat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under How\$martKY.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation.

Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider (marketed as How\$martKY) is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback period of the improvements is as follows:

		Estimate	Not to Exceed			
Fixed Monthly Charge		\$12	\$25			
Capital Investment		\$1,637	\$3,468			
Project Fee(s)	4.50%	\$74	\$156	Payback Period (years)	15	
Capital Fee	0.50%	\$8	\$17	Cost of Capital	3%	
Total Interest over life of p	ayback	<u>\$426</u>	<u>\$938</u>			
Total Cost over life of payb	ack	\$2,136	\$4,562			
Account Holder:			Owner:			_
print name			print name	•		



Date:

**Energy Efficiency for Everyone** 

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# GENERAL

Location Number Date of Assessment Utility

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# **CUSTOMER INFORMATION**

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# **1. RETROFIT MEASURES**

Install a foam board air barrier over the attic side of the dropped kitchen so
 Replace batt insulation over the soffit areas after installing air barrier:
 Air seal all large penetrations in the crawl space subfloor, with special atten
 Seal Duct Work to 10% of fan capacity.
 Add insulation in attic to 12" total from existing.

Account #

**Owner Information** 

3072	Projected Savings (kWh)
\$11.87	Calculated Monthly Payment
\$2,046.00	Value of Measures*
\$409.20	Kentucky Home Preformance*

\$1,636.80	Amount paid by Utility
\$29.00	UCC Filing Fee*
\$20.00	Software License Fee*
\$24.66	Utility Admin Fee*
\$8.18	Capital Fee*
\$1,718.64	Total Cost of Retrofit

# 2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company.

Customer's Initials \_\_\_\_\_Owner's Initials \_\_\_\_\_

## **3. PURPOSE OF THIS AGREEMENT**

This Agreement permits the Retrofit Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and obligates the Owner to disclose any payment requirement to future tenants and to any purchaser of these premises as described in Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in implementing, maintaining, disclosing and paying for the above mentioned Retrofit measures.

# 4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING

4.1 Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to install, inspect and/or repair Retrofit measures.

4.2 Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have been made or Customer no longer has an account with the Company. For portable Retrofit measures, all remaining payments will be due with the final bill.

4.3 Maintain the installed Retrofit measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Company/its Agent. Customers will be responsible for all required maintenance and out of warrantee repairs.

4.4 Customer shall notify the Company if any of the above Retrofit measures stop working. The Company/its Agent will verify Retrofit failure, assess repair need/cause and authorize the repair. The Company/its agent may suspend Customer's Retrofit Project charges while repairs are being made, to the degree that energy savings are compromised. Contractors and warrantees will cover costs of repairs due to defects in *workmanship or equipment per contract and warrantees. Customers will cover costs for customer damage, out of warrantee repairs and any remaining repair costs.* The Company/its Agent may increase the number of remaining Retrofit payments to recover repair costs not reimbursed, including administration.

Alternatively, Customer may repair Retrofit measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.

The Company/its Agent may repair a measure that is not working and seek compensation from Customer or owner as appropriate or recover any costs that were not reimbursed after warranty payments are applied by increasing the number of Retrofit payments at this location. The Company/its Agent may likewise be reimbursed for maintenance costs required to keep systems operating as described above.

4.5 Capital Provider will own the installed Retrofit measures during the duration of payments by occupant, Customer will not apply for or claim tax or other credits which will be claimed by and belong to the Capital Provider.

4.6 In some cases, (where the portable equipment replaced belonged to the meter holder) Customers may relocate portable retrofit measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Retrofit measures to their new account.

4.7 Customer will make a good faith effort to participate in Retrofit program follow-up surveys for the purpose of evaluating the effectiveness of the Retrofit system and to provide information requested by the Public Service Commission and state Energy Office.

4.8 The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of Company/its Agent. Company/its Agent will not be liable for personal injury, property damage or illegal activity caused by Contractor or Contractor's agents or employees. Company is not a guarantor of products and this Agreement does not limit Customer's rights regarding manufacturers, vendors and contractors.

4.9 Customer understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

# 5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

5.1 Assign the Retrofit Tariff to this location which shall remain in full force until the final Retrofit obligation has bein paid in full.

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6.3 Owner will maintain installed Retrofit measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Retrofit measure(s).

6.4 Owner will be responsible for cost associated with owner damage.

6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Retrofit obligation if building/measures are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/its Agent or to pay off any balance owed to the Company for Retrofit products installed in the premises.

6.6 Owner understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

6.7 Owner warrantees that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs associated with the installation of Retrofit measures including but not limited to their installation, removal, premises repairs, and program costs.

# 7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

7.1 Arrange for installation of the Retrofit measures listed above and detailed in the Conservation Plan.

7.2. Assign the Retrofit Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Retrofit measure is removed by Owner.

7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Retrofit measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Retrofit measures. Owner understands that when an independent contractor installs Retrofit measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.

7.4 Manage change orders consistent with the Conservation Plan. Any change that deviates from the approved Conservation Plan must be agreed to in writing by Customer, Owner, Company/its Agent, and the Contractor.

7.5 Issue payment for Retrofit products, materials and/or work when an independent contractor or vendor is used. (Labor or installation charges will not be reimbursed for self-installed measures). Payment made by Company does not guarantee the work performed by the Contractor. The Contractor is solely responsible for the installation of the Retrofit measure(s).

7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Retrofit measure costs noted above.

7.7 Record the attached UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Retrofit obligations to successor customers at this location.

### 8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

8.1 This Agreement shall remain in full force and effect until the final Retrofit payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.

No Retrofit payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.

If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Retrofit measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.

8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurred for these Retrofit measure(s).

8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement. Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mall to Customer or Company addresses noted on this page. Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Retrofit measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.

8.8 In the event of any dispute arising over the Retrofit program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter

8.9 Company's Retrofit program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy Retrofit Rider.

8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

Name:	Date:	(Owner)
Name:	Date:	(Account holder - if different)
Name:	Date:	(Utility Repersentative)



Location ID:	157102	
Name		
OwnerName		Part A
Phone		
Assessor	Chris Woolery	2 - 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -
Date	11/7/2011	ENNIS E

# How Your Home Uses Energy

	model baseline	Elec	Gas	Propane	Wood/Coal
8	Heating	6,300 kWh	0 kBTU	0 kBTU	0 kBTU
*	Cooling	1590 kWh	0 kBTU	0 kBTU	
N	Base	24200 kWh	0 kBTU	0 kBTU	
	Total (yr)	<b>32,090</b> kWh	0 kBTU	<b>0</b> kBTU	0 kBTU
	, ,	31900 kWh	0 kBTU	0 kBTU	0 kBTU

Your home uses energy for heating, cooling, and base load (which is everything that is not heating or cooling).

\$24

# How Your Home Could Save Energy

0 kBTU (Gas)	0 kBTU (Gas)	0 therms	2.00 /Therm	\$0
2836 kWh (Elec)	2,646 kWh (Elec)	2,646 kWh	0.11 /kWh	\$291
Savings from Baseline:	Savings from Actuals:	Conversions to Fuel	Current Rates	Projected Savings (yr)
Caulk all wall to ceiling	trims in basement on to	p and bottom.		
	se air leakage from 4310			
Weatherstrip attic acce	ess in master closet. Caul	k trim pieces to ceiling.		inter de la seconda de la s
Weatherstrip crawl spa	ice access in mechanical	room.		
Install Programmable 1				
Install R-19 insulation i				
Add Rim Joist Insulatio				

Based on savings from insulation and air seal only due to calibration.

Projected Avg Energy Savings (mo)

\$1,442.00 Utility Contribution

3%

@

over

before monthly How\$mart Charge

# Financing

\$1,802.50 Cost of Improvements (est):

\$360.50 Kentucky Home Preformance

15 years

a monning enurge

\$2987 Not to Exceed Amount (90% of Savings)

43% of projected savings

# Next Steps

- 1. Sign Purchase Agreement
- 2. Select contractor and schedule the job
- 3. Energy Specialist returns to inspect completed work
- 4. Savings begin and installments charge appears on utility bill.
- If, after operation, any of the upgrades fail, the Utility will reevaluate the work.

# Acceptance:

# I understand that:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermastat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under How\$martKY.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation.

Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider (marketed as How\$martKY) is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback period of the improvements is as follows:

Fixed Monthly Charge		<u>Estimate</u> \$10	<u>Not to Exceed</u> \$22	· .	
Capital Investment		\$1,442	\$2,987		
Project Fee(s)	4.50%	\$65	\$134	Payback Period (years)	15
Capital Fee	0.50%	\$7	\$15	Cost of Capital	3%
Total Interest over life of pa	yback	<u>\$375</u>	<u>\$808</u>		
Total Cost over life of payba	ck	\$1,882	\$3,929		

Account Holder: print name	· Owner print name	
Date:	Date	

# How\$martKY

Energy Efficiency for Everyone

### GENERAL

Location Number Date of Assessment Utility



### **CUSTOMER INFORMATION**

[1994年》,宋华之后,1991年,1999年,1991年4月1日,1997年7月1日,1997年7月1日,1997年7月1日,1997年7月1日,1997年7月1日,1997年7月1日,1997年7月1日,1997年7月	
[2] : 도 등 등 전 · · · 문 계획 및 '영영' 한 전 문 문 문 문 문 문 문 문 문 문 문 문 문 문 문 문 문 문	
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# **1. RETROFIT MEASURES**

Caulk all wall to ceiling trims in basement on top and bottom. Reduce the whole house air leakage from 4310 to 2000 cfm50. Weatherstrip attic access in master closet. Caulk trim pieces to ceiling. Weatherstrip crawl space access in mechanical room. Install Programmable Thermostat. Install R-19 Insulation in floor. Add Rim Joist Insulation.

### Account #

Owner Information

2646	Projected Savings (kWh)		
\$10.46	Calculated Monthly Payment		
\$1,802.50	Value of Measures*		
\$360.50	Kentucky Home Preformance*		

\$1,442.00	Amount paid by Utility
\$29.00	UCC Filing Fee*
\$20.00	Software License Fee*
\$15.89	Utility Admin Fee*
\$7.21	Capital Fee*
\$1,514.10	Total Cost of Retrofit

## 2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company.

Customer's Initials \_\_\_\_\_ Owner's Initials \_\_\_\_\_

### **3. PURPOSE OF THIS AGREEMENT**

This Agreement permits the Retrofit Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and obligates the Owner to disclose any payment requirement to future tenants and to any purchaser of these premises as described in Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in implementing, maintaining, disclosing and paying for the above mentioned Retrofit measures.

### **4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING**

4.1 Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to install, inspect and/or repair Retrofit measures.

4.2 Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have been made or Customer no longer has an account with the Company. For portable Retrofit measures, all remaining payments will be due with the final bill.

4.3 Maintain the installed Retrofit measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Company/its Agent. Customers will be responsible for all required maintenance and out of warrantee repairs.

4.4 Customer shall notify the Company if any of the above Retrofit measures stop working. The Company/its Agent will verify Retrofit failure, assess repair need/cause and authorize the repair. The Company/its agent may suspend Customer's Retrofit Project charges while repairs are being made, to the degree that energy savings are compromised. Contractors and warrantees will cover costs of repairs due to defects in workmanship or equipment per contract and warrantees. Customers will cover costs for customer damage, out of warrantee repairs and any remaining repair costs. The Company/its Agent may increase the number of remaining Retrofit payments to recover repair costs not reimbursed, including administration.

Alternatively, Customer may repair Retrofit measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.

The Company/its Agent may repair a measure that is not working and seek compensation from Customer or owner as appropriate or recover any costs that were not reimbursed after warranty payments are applied by increasing the number of Retrofit payments at this location. The Company/its Agent may likewise be reimbursed for maintenance costs required to keep systems operating as described above.

4.5 Capital Provider will own the installed Retrofit measures during the duration of payments by occupant, Customer will not apply for or claim tax or other credits which will be claimed by and belong to the Capital Provider.

4.6 In some cases, (where the portable equipment replaced belonged to the meter holder) Customers may relocate portable retrofit measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Retrofit measures to their new account .

4.7 Customer will make a good faith effort to participate in Retrofit program follow-up surveys for the purpose of evaluating the effectiveness of the Retrofit system and to provide information requested by the Public Service Commission and state Energy Office.

4.8 The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of Company/its Agent. Company/its Agent will not be liable for personal injury, property damage or illegal activity caused by Contractor or Contractor's agents or employees. Company is not a guarantor of products and this Agreement does not limit Customer's rights regarding manufacturers, vendors and contractors.

4.9 Customer understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

# 5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

5.1 Assign the Retrofit Tariff to this location which shall remain in full force until the final Retrofit obligation has bein paid in full.

5.2 Be its representative to coordinate and facilitate the installation of the Retrofit measure(s) listed above and related work including arranging for repair or replacement if any of the Retrofit measures fail prior to the Customer making the final payment.

5.3 Enter into the Contractor Installation Agreement with the Contractor on Customer's behalf for the purpose of installing Retrofit measure(s) and related work.

5.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, the Owner, the Company/its Agent and the Contractor.

# 6. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

6.1 Owner agrees to assume all the above mentioned Customer Responsibilities, Understandings and Authorizations, including Retrofit repayment whenever utility service to the above reference service location is in the Owners' name.

6.2 Owner shall make all remaining Retrofit payments upon closing their utility account or upon sale of the property or disclose the Retrofit monthly payment obligation to the next customer. Owners renting out the above premises shall disclose monthly Retrofit payment obligation to all subsequent tenants until the obligation has been repaid. Failure to disclose will constitute permission by the Owner for the next customer to break a lease or purchase agreement for the premises within thirty (30) business days of applying for utility service. A signed copy of the New Customer Disclosure form will constitute proof of disclosure.

6.3 Owner will maintain installed Retrofit measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Retrofit measure(s).

6.4 Owner will be responsible for cost associated with owner damage.

6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Retrofit obligation if building/measures are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/its Agent or to pay off any balance owed to the Company for Retrofit products installed in the premises.

6.6 Owner understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

6.7 Owner warrantees that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs associated with the installation of Retrofit measures including but not limited to their installation, removal, premises repairs, and program costs.

# 7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

7.1 Arrange for installation of the Retrofit measures listed above and detailed in the Conservation Plan.

7.2. Assign the Retrofit Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Retrofit measure is removed by Owner.

7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Retrofit measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Retrofit measures. Owner understands that when an independent contractor installs Retrofit measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.

7.4 Manage change orders consistent with the Conservation Plan. Any change that deviates from the approved Conservation Plan must be agreed to in writing by Customer, Owner, Company/its Agent, and the Contractor.

7.5 Issue payment for Retrofit products, materials and/or work when an independent contractor or vendor is used. (Labor or installation charges will not be reimbursed for self-installed measures). Payment made by Company does not guarantee the work performed by the Contractor. The Contractor is solely responsible for the installation of the Retrofit measure(s).

7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Retrofit measure costs noted above.

7.7 Record the attached UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Retrofit obligations to successor customers at this location.

# 8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

8.1 This Agreement shall remain in full force and effect until the final Retrofit payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.

No Retrofit payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.

If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Retrofit measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.

8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurred for these Retrofit measure(s).

8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement. Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page. Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Retrofit measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.

8.8 In the event of any dispute arising over the Retrofit program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter

8.9 Company's Retrofit program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy Retrofit Rider.

8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

Name:	Date:	(Owner)
Name:	Date:	(Account holder - if different
Name:	Date:	(Utility Repersentative)



Location ID:	418008	1.25
Name		
OwnerName		· · · · · · · · · · · · · · · · · · ·
Phone		
Assessor	Chris Woolery	
Date	1/1/1990	

**How Your Home Uses Energy** 

	model baseline	Elec	Gas	Propane	Wood/Coal	Your home uses
8	Heating	6,680 kWh	0 kBTU	0 kBTU	0 kBTU	energy for heating, cooling, and base load
*	Cooling	377 kWh	0 kBTU	0 kBTU		(which is everything
N	Base	10300 kWh	0 kBTU	0 kBTU		that is not heating or
=	Total (yr)	<b>17,357</b> kWh	<b>O</b> kBTU	kBTU	0 kBTU	cooling).
		16600 kWh	0 kBTU	0 kBTU	0 kBTU	

# How Your Home Could Save Energy

Correct the installation of R-19 insulation in floor. Add Insulation in attic to 6" total from existing. 7. Air seal marriage wall in attic and crawl space with DAP spray foam. 6. Air seal hole above stove through kitchen soffit from attic with foam board over hole, sealed at edges with DAP f 5. Adjust and / or weatherstrip door to patio from family room. (Old single door, not new double door.) 4. Seal plumbing box in laundry room to wall. (Remove trim plate, seal, and replace trim plate.) 3. Seal laundry room trim and paneling at all seams and corners with caulk or DAP expanding foam. 2. Install rubber weatherstrips to top and bottom window sashes. • 1. Caulk window trims at jamb, casing, and drywall. Savinas from Baseline: Savings from Actuals: **Conversions to Fuel** Current Rates Projected Savings (yr) 1643 kWh (Elec) 0.11./kWh 886 kWh (Elec) 886. kWh \$97 2.00 /Therm 0 kBTU (Gas) 0 kBTU (Gas) 0 therms \$0 2.50 /Gal \$0 0 kBTU (Propane) 0 Gal 0 kBTU (Propane) Based on savings from insulation and air seal only due to calibration. Projected Avg Energy Savings (mo) \$8

before monthly How\$mart Charge

# Financing

Cost of Improvements (est): \$790.00

\$158.00 Kentucky Home Preformance

### **Utility Contribution** \$632.00



ver. 11/17/2011

# Next Steps

- 1. Sign Purchase Agreement
- 2. Select contractor and schedule the job
- 3. Energy Specialist returns to inspect completed work
- 4. Savings begin and installments charge appears on utility bill.
- If, after operation, any of the upgrades fail, the Utility will reevaluate the work.

# Acceptance:

# I understand that:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermastat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under How\$martKY.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation.

Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider (marketed as How\$martKY) is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback period of the improvements is as follows:

		<u>Estimate</u>	Not to Exceed		
Fixed Monthly Charge		\$5	\$7		
Capital Investment		\$632	\$1,000		
Project Fee(s)	4.50%	\$28	\$45	Payback Period (years)	15
Capital Fee	0.50%	\$3	\$5	Cost of Capital	3%
Total Interest over life of paybac	k	<u>\$164</u>	<u>\$270</u>		
Total Cost over life of payback		\$825	\$1,316		
Account Holder: print name		ang hite 's - on graded - second	Owner: print name		
Date:			Date: _		<u></u>

# How\$martKY

**Energy Efficiency for Everyone** 

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### GENERAL

Location Number Date of Assessment Utility

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# **CUSTOMER INFORMATION**

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# **1. RETROFIT MEASURES**

Caulk window trims at jamb, casing, and drywall.
 Install rubber weatherstrips to top and bottom window sashes.
 Seal laundry room trim and paneling at all seams and corners with caulk or
 Seal plumbing box in laundry room to wall. (Remove trim plate; seal, and r.
 Adjust and / or weatherstrip door to patio from family room. (Old single do
 Air seal hole above stove through kitchen soffit from attic with foam board
 Air seal marriage wall in attic and crawl space with DAP spray foam.
 Add Insulation in attic to 6" total from existing.
 Correct the installation of R\_19 insulation in floor.

Account #

### Owner Information

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Projected Savings (kWh)
Calculated Monthly Payment
Value of Measures*
Kentucky Home Preformance*

\$632.00	Amount paid by Utility
\$29.00	UCC Filing Fee*
\$20.00	Software License Fee*
(\$20.56)	Utility Admin Fee*
\$3.16	Capital Fee*
\$663.60	Total Cost of Retrofit

# 2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company.

Customer's Initials \_\_\_\_\_Owner's Initials \_\_\_\_

# **3. PURPOSE OF THIS AGREEMENT**

This Agreement permits the Retrofit Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and obligates the Owner to disclose any payment requirement to future tenants and to any purchaser of these premises as described in Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in implementing, maintaining, disclosing and paying for the above mentioned Retrofit measures.

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# 5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

5.1 Assign the Retrofit Tariff to this location which shall remain in full force until the final Retrofit obligation has bein paid in full.

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6.3 Owner will maintain installed Retrofit measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Retrofit measure(s).

6.4 Owner will be responsible for cost associated with owner damage.

6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Retrofit obligation if building/measures are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/Its Agent or to pay off any balance owed to the Company for Retrofit products installed in the premises.

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6.7 Owner warrantees that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs associated with the installation of Retrofit measures including but not limited to their installation, removal, premises repairs, and program costs.

# 7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

7.1 Arrange for installation of the Retrofit measures listed above and detailed in the Conservation Plan.

7.2. Assign the Retrofit Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Retrofit measure is removed by Owner.

7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Retrofit measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Retrofit measures. Owner understands that when an independent contractor installs Retrofit measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.

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7.7 Record the attached UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Retrofit obligations to successor customers at this location.

# 8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

8.1 This Agreement shall remain in full force and effect until the final Retrofit payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.

No Retrofit payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.

If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Retrofit measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.

8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurred for these Retrofit measure(s).

8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement. Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page. Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Retrofit measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.

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Name:	Date:	(Owner)
Name:	Date:	(Account holder - if different)
Name:	Date:	(Utility Repersentative)

Location ID:	169032		
Name			
OwnerName			
Phone			
Assessor	Chris Woolery		
Date	1/1/1990		

# How Your Home Uses Energy

	model baseline	Elec	Gas	Propane	Wood/Coal	
₽ ₩	Heating Cooling Base	12,500 kWh 497 kWh 13700 kWh	O kBTU O kBTU O kBTU	O kBTU O kBTU O kBTU	0 kBTU	energy for heating, cooling, and base load (which is everything that is not heating or
=	Total (yr)	26,697, kWh	D kBTU	Ó KBTU O KBTU	O kBTU	cooling).

# How Your Home Could Save Energy

Add Rim Joist Insulation.				
Install R-19 insulation in floor.				
Seal Duct Work to 10%	of fan capacity.			
Reduce the house air leakage from 3230 to 1800 cfm50.				
3. Air seal and insulate	attic access with foam be	pard on panel and v	weatherstripping on top of	trim.
2. Air seal can lights fro	om attic with boxes made	of foam board or	premade tents.	· · · · · ·
1. Caulk interior casing	s on doors and windows	on top and bottom		
Savings from Baseline:	Savinas from Actuals:	Conversions to Fuel	Current Rates	Projected Savings (yr)
5428 kWh (Elec)	4,931 kWh (Elec)	4,931 kWh	0.11 /kWh	\$542
0 kBTU (Gas)	0 kBTU (Gas)	0 therms	2.00 /Therm	\$0
0 kBTU (Propane)	0 kBTU (Propane)	0 Gal	2.50 /Gal	\$0
Based on savings from insulation and air seal only due to calibration.		Projected Avg Energy Sa before monthly How\$		
Financing				
\$3,050.00 <sup>Cost</sup>	of Improvements (est):		\$2,440.00 Utility Contr	ibution

@

over



\$610.00 Kentucky Home Preformance

\$5,567

3%

15

\$18

Not to Exceed Amount (90% of Savings)

**Monthly Charge** 

years

39% of projected savings

# Next Steps

- 1. Sign Purchase Agreement
- 2. Select contractor and schedule the job
- 3. Energy Specialist returns to inspect completed work
- 4. Savings begin and installments charge appears on utility bill.
- If, after operation, any of the upgrades fail, the Utility will reevaluate the work.

# Acceptance:

# I understand that:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermastat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under How\$martKY.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation.

Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider (marketed as How\$martKY) is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback period of the improvements is as follows:

		<u>Estimate</u>	Not to Exceed		
Fixed Monthly Charge		\$18	\$41		
Capital Investment		\$2,440	\$5,567		
Project Fee(s)	4.50%	\$110	\$251	Payback Period (years)	15
Capital Fee	0.50%	\$12	\$28	Cost of Capital	15 3%
Total Interest over life of pay	back	<u>\$635</u>	<u>\$1,505</u>	·	
Total Cost over life of paybac	k	\$3,185	\$7,323		

Account Holder: print name	 Owner: print name	
Date:	 Date:	



Energy Efficiency for Everyone

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# GENERAL

Location Number Date of Assessment Utility



# CUSTOMER INFORMATION

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# **1. RETROFIT MEASURES**

Caulk Interior casings on doors and windows on top and bottom.
 Air seal can lights from altic with boxes made of foam board or premade te.
 Air seal and insulate attic access with foam board on panel and weatherstri.
 Reduce the house air leakage from 3230 to 1800 cfmSp.
 Seal Duct Work to 10% of fan capacity.
 Install R-19 insulation in floor.
 Add Rim Joist Insulation.

### Account #

### and the second state of the

Owner Information

4931	Projected Savings (kWh)
\$17.69	Calculated Monthly Payment
\$3,050.00	Value of Measures*
\$610.00	Kentucky Home Preformance*

\$2,440.00	Amount paid by Utility
\$29.00	UCC Filing Fee*
\$20.00	Software License Fee*
\$60.80	Utility Admin Fee*
\$12.20	Capital Fee*
\$2,562.00	Total Cost of Retrofit

### 2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company.

Customer's Initials \_\_\_\_\_ Owner's Initials \_\_\_\_\_

### **3. PURPOSE OF THIS AGREEMENT**

This Agreement permits the Retrofit Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and obligates the Owner to disclose any payment requirement to future tenants and to any purchaser of these premises as described in Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in implementing, maintaining, disclosing and paying for the above mentioned Retrofit measures.

### 4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING

4.1 Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to install, inspect and/or repair Retrofit measures.

4.2 Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have been made or Customer no longer has an account with the Company. For portable Retrofit measures, all remaining payments will be due with the final bill.

4.3 Maintain the installed Retrofit measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Company/its Agent. Customers will be responsible for all required maintenance and out of warrantee repairs.

4.4 Customer shall notify the Company if any of the above Retrofit measures stop working. The Company/its Agent will verify Retrofit failure, assess repair need/cause and authorize the repair. The Company/its agent may suspend Customer's Retrofit Project charges while repairs are being made, to the degree that energy savings are compromised. Contractors and warrantees will cover costs of repairs due to defects in workmanship or equipment per contract and warrantees. Customers will cover costs for customer damage, out of warrantee repairs and any remaining repair costs. The Company/its Agent may increase the number of remaining Retrofit payments to recover repair costs not reimbursed, including administration.

Alternatively, Customer may repair Retrofit measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.
The Company/its Agent may repair a measure that is not working and seek compensation from Customer or owner as appropriate or recover any costs that were not reimbursed after warranty payments are applied by increasing the number of Retrofit payments at this location. The Company/its Agent may likewise be reimbursed for maintenance costs required to keep systems operating as described above.

4.5 Capital Provider will own the installed Retrofit measures during the duration of payments by occupant, Customer will not apply for or claim tax or other credits which will be claimed by and belong to the Capital Provider.

4.6 In some cases, (where the portable equipment replaced belonged to the meter holder) Customers may relocate portable retrofit measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Retrofit measures to their new account.

4.7 Customer will make a good faith effort to participate in Retrofit program follow-up surveys for the purpose of evaluating the effectiveness of the Retrofit system and to provide information requested by the Public Service Commission and state Energy Office.

4.8 The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of Company/its Agent. Company/its Agent will not be liable for personal injury, property damage or illegal activity caused by Contractor or Contractor's agents or employees. Company is not a guarantor of products and this Agreement does not limit Customer's rights regarding manufacturers, vendors and contractors.

4.9 Customer understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

## 5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

5.1 Assign the Retrofit Tariff to this location which shall remain in full force until the final Retrofit obligation has bein paid in full.

5.2 Be its representative to coordinate and facilitate the installation of the Retrofit measure(s) listed above and related work including arranging for repair or replacement if any of the Retrofit measures fail prior to the Customer making the final payment.

5.3 Enter into the Contractor Installation Agreement with the Contractor on Customer's behalf for the purpose of installing Retrofit measure(s) and related work.

5.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, the Owner, the Company/its Agent and the Contractor.

# 6. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

6.1 Owner agrees to assume all the above mentioned Customer Responsibilities, Understandings and Authorizations, including Retrofit repayment whenever utility service to the above reference service location is in the Owners' name.

6.2 Owner shall make all remaining Retrofit payments upon closing their utility account or upon sale of the property or disclose the Retrofit monthly payment obligation to the next customer. Owners renting out the above premises shall disclose monthly Retrofit payment obligation to all subsequent tenants until the obligation has been repaid. Failure to disclose will constitute permission by the Owner for the next customer to break a lease or purchase agreement for the premises within thirty (30) business days of applying for utility service. A signed copy of the New Customer Disclosure form will constitute proof of disclosure.

6.3 Owner will maintain installed Retrofit measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Retrofit measure(s).

6.4 Owner will be responsible for cost associated with owner damage.

6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Retrofit obligation if building/measures are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/its Agent or to pay off any balance owed to the Company for Retrofit products installed in the premises.

6.6 Owner understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

6.7 Owner warrantees that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs associated with the installation of Retrofit measures including but not limited to their installation, removal, premises repairs, and program costs.

## 7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

7.1 Arrange for installation of the Retrofit measures listed above and detailed in the Conservation Plan.

7.2. Assign the Retrofit Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Retrofit measure is removed by Owner.

7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Retrofit measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Retrofit measures. Owner understands that when an independent contractor installs Retrofit measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.

7.4 Manage change orders consistent with the Conservation Plan. Any change that deviates from the approved Conservation Plan must be agreed to in writing by Customer, Owner, Company/its Agent, and the Contractor.

7.5 Issue payment for Retrofit products, materials and/or work when an independent contractor or vendor is used. (Labor or installation charges will not be reimbursed for self-installed measures). Payment made by Company does not guarantee the work performed by the Contractor. The Contractor is solely responsible for the installation of the Retrofit measure(s).

7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Retrofit measure costs noted above.

7.7 Record the attached UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Retrofit obligations to successor customers at this location.

# 8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

8.1 This Agreement shall remain in full force and effect until the final Retrofit payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.

No Retrofit payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.

If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Retrofit measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.

8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurred for these Retrofit measure(s).

8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement. Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page. Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Retrofit measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.

8.8 In the event of any dispute arising over the Retrofit program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter

8.9 Company's Retrofit program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy Retrofit Rider.

8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

Name:	Date:	(Owner)
Name:	Date:	(Account holder - if different)
Name:	Date:	(Utility Repersentative)

Location ID:	535212
Name	
OwnerName	
Phone	
Assessor	Chris Woolery
Date	1/1/1990

# **How Your Home Uses Energy**

	model baseline	Elec	Gas	Propane	Wood/Coal	
8	Heating	8,240 kWh	0 kBTU	0 kBTU	0 kBTU	energy for heating, cooling, and base load
*	s Cooling	4830 kWh	O kBTU	0 kBTU		(which is everything
N	/ Base	12900 kWh	0 kBTU	0 kBTU		that is not heating or
=	Total (yr)	25 <b>,970</b> kWh	0 kBTU	O kBTU	0 kBTU	cooling).
		27700 kWh	0.kBTU	0 kBTU	0 kBTU	

# How Your Home Could Save Energy

Add Rim Joist Insulation.
Add Insulation in attic to 15" total from existing.
4. Spray foam in crawl space rim and band areas (listed under insulation category) will contribute to the needed red
3. Air seal exterior door to the right of the family room fireplace. Adjusting the door or adding weatherstripping will
2. Air seal can lights with air tight trims or an air barrier in attic. Foam board boxes or premanufactured covers are
1. Air seal attic access with foam board box and foam rubber weatherstrip. Top of box must have at least R-19 insul

21, 11, 0001 0000 000000				
Savings from Baseline:	Savings from Actuals:	Conversions to Fuel	Current Rates	Projected Savinas (yr)
3713 kWh (Elec)	5,443 kWh (Elec)	5,443 kWh	0.11/kWh	\$599
0 kBTU (Gas)	0. kBTU (Gas)	0 therms	2.00 /Therm	\$0
0 kBTU (Propane)	0 kBTU (Propane)	0 Gal	2.50 /Gal	\$0

Based on savings from insulation and air seal only due to calibration.

Projected Avg Energy Savings (mo)

before monthly How\$mart Charge

# Financing

\$2,369.40

Cost of Improvements (est):

\$473.88

Kentucky Home Preformance

\$1,895.52 \$6,145

2 Utility Contribution

5 Not to Exceed Amount (90% of Savings)

\$50

3% @ 15 over S14

Monthly Charge

years

28% of projected savings

ver. 11/17/2011

# Next Steps

- 1. Sign Purchase Agreement
- 2. Select contractor and schedule the job
- 3. Energy Specialist returns to inspect completed work
- 4. Savings begin and installments charge appears on utility bill.
- If, after operation, any of the upgrades fail, the Utility will reevaluate the work.

# Acceptance:

# I understand that:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermastat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under How\$martKY.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation.

Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider (marketed as How\$martKY) is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback period of the improvements is as follows:

		<u>Estimate</u>	Not to Exceed		
Fixed Monthly Charge		\$14	\$45		
C = - itel I = tere = te		61 BOC	¢c tar		
Capital Investment		\$1,896	\$6,145		
Project Fee(s)	4.50%	\$85	\$277	Payback Period (years)	15
Capital Fee	0.50%	\$9	\$31	Cost of Capital	3%
Total Interest over life of paybac	ĸ	<u>\$493</u>	\$1,662		
Total Cost over life of payback		\$2,474	\$8,083		

Account Holder:		Owner:	
print name		print name	
Date:	an a	Date:	



**Energy Efficiency for Everyone** 

#### GENERAL

Location Number Date of Assessment Utility

535212			
1/1/1990			
<b>Big Sandy</b>	, Rec	Ċ.	

#### **CUSTOMER INFORMATION**

	网络斯特尔特 法公理问题 法法律法律法律法律法律法律法律法律法律法律法律法律法 法法法 法法律 计算法分析 法法法律法 法法法律法律法	
مستقدم بالا دامة فلنعلا با بالمتقد في المتعادية والمتعادة والمتعادة	a kina an antar a kina ka	

# **1. RETROFIT MEASURES**

1. Air seal attic access with foam board box and foam rubber weatherstrip. T 2. Air seal can lights with air tight trims or an air barrier in attic. Foam board 3. Air seal exterior door to the right of the family room fireplace. Adjusting th 4. Spray foam in crawl space rim and band areas (listed under insulation categ Add Insulation in attic to 15" total from existing. Add Rim Joist Insulation.

Account #

**Owner Information** 

5443 \$13.74	Projected Savings (kWh) Calculated Monthly Payment
\$2,369.40	Value of Measures*
\$473.88	Kentucky Home Preformance*

\$1,895.52	Amount paid by Utility
\$29.00	UCC Filing Fee*
\$20.00	Software License Fee*
\$36.30	Utility Admin Fee*
\$9.48	Capital Fee*
\$1,990.30	Total Cost of Retrofit

### 2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company.

Customer's Initials **Owner's Initials** 

#### **3. PURPOSE OF THIS AGREEMENT**

This Agreement permits the Retrofit Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and obligates the Owner to disclose any payment requirement to future tenants and to any purchaser of these premises as described in Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in implementing, maintaining, disclosing and paying for the above mentioned Retrofit measures.

#### 4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING

Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to 4.1 install, inspect and/or repair Retrofit measures.

Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have 4.2 been made or Customer no longer has an account with the Company. For portable Retrofit measures, all remaining payments will be due with the final bill.

Maintain the installed Retrofit measure(s) in place for at least as long as there are payments due under this Agreement unless 4.3 otherwise agreed to by Company/its Agent. Customers will be responsible for all required maintenance and out of warrantee repairs.

Customer shall notify the Company if any of the above Retrofit measures stop working. The Company/its Agent will verify Retrofit 4.4 failure, assess repair need/cause and authorize the repair. The Company/its agent may suspend Customer's Retrofit Project charges while repairs are being made, to the degree that energy savings are compromised. Contractors and warrantees will cover costs of repairs due to defects in workmanship or equipment per contract and warrantees. Customers will cover costs for customer damage, out of warrantee repairs and any remaining repair costs. The Company/its Agent may increase the number of remaining Retrofit payments to recover repair costs not reimbursed, including administration.

Alternatively, Customer may repair Retrofit measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.

The Company/its Agent may repair a measure that is not working and seek compensation from Customer or owner as appropriate or recover any costs that were not reimbursed after warranty payments are applied by increasing the number of Retrofit payments at this location. The Company/its Agent may likewise be reimbursed for maintenance costs required to keep systems operating as described above.

4.5 Capital Provider will own the installed Retrofit measures during the duration of payments by occupant, Customer will not apply for or claim tax or other credits which will be claimed by and belong to the Capital Provider.

4.6 In some cases, (where the portable equipment replaced belonged to the meter holder) Customers may relocate portable retrofit measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Retrofit measures to their new account .

4.7 Customer will make a good faith effort to participate in Retrofit program follow-up surveys for the purpose of evaluating the effectiveness of the Retrofit system and to provide information requested by the Public Service Commission and state Energy Office.

4.8 The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of Company/its Agent. Company/its Agent will not be liable for personal injury, property damage or illegal activity caused by Contractor or Contractor's agents or employees. Company is not a guarantor of products and this Agreement does not limit Customer's rights regarding manufacturers, vendors and contractors.

4.9 Customer understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

# 5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

5.1 Assign the Retrofit Tariff to this location which shall remain in full force until the final Retrofit obligation has been paid in full.

5.2 Be its representative to coordinate and facilitate the installation of the Retrofit measure(s) listed above and related work including arranging for repair or replacement if any of the Retrofit measures fail prior to the Customer making the final payment.

5.3 Enter into the Contractor Installation Agreement with the Contractor on Customer's behalf for the purpose of installing Retrofit measure(s) and related work.

5.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, the Owner, the Company/its Agent and the Contractor.

### 6. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

6.1 Owner agrees to assume all the above mentioned Customer Responsibilities, Understandings and Authorizations, including Retrofit repayment whenever utility service to the above reference service location is in the Owners' name.

6.2 Owner shall make all remaining Retrofit payments upon closing their utility account or upon sale of the property or disclose the Retrofit monthly payment obligation to the next customer. Owners renting out the above premises shall disclose monthly Retrofit payment obligation to all subsequent tenants until the obligation has been repaid. Failure to disclose will constitute permission by the Owner for the next customer to break a lease or purchase agreement for the premises within thirty (30) business days of applying for utility service. A signed copy of the New Customer Disclosure form will constitute proof of disclosure.

6.3 Owner will maintain installed Retrofit measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Retrofit measure(s).

6.4 Owner will be responsible for cost associated with owner damage.

6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Retrofit obligation if building/measures are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/its Agent or to pay off any balance owed to the Company for Retrofit products installed in the premises.

6.6 Owner understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

6.7 Owner warrantees that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs associated with the installation of Retrofit measures including but not limited to their installation, removal, premises repairs, and program costs.

## 7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

7.1. Arrange for installation of the Retrofit measures listed above and detailed in the Conservation Plan.

7.2. Assign the Retrofit Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Retrofit measure is removed by Owner.

7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Retrofit measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Retrofit measures. Owner understands that when an independent contractor installs Retrofit measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.

7.4 Manage change orders consistent with the Conservation Plan. Any change that deviates from the approved Conservation Plan must be agreed to in writing by Customer, Owner, Company/its Agent, and the Contractor.

7.5 Issue payment for Retrofit products, materials and/or work when an independent contractor or vendor is used. (Labor or installation charges will not be reimbursed for self-installed measures). Payment made by Company does not guarantee the work performed by the Contractor. The Contractor is solely responsible for the installation of the Retrofit measure(s).

7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Retrofit measure costs noted above.

7.7 Record the attached UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Retrofit obligations to successor customers at this location.

# 8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

8.1 This Agreement shall remain in full force and effect until the final Retrofit payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.

No Retrofit payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.

If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Retrofit measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.

8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurred for these Retrofit measure(s).

8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement. Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page. Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Retrofit measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.

8.8 In the event of any dispute arising over the Retrofit program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter

8.9 Company's Retrofit program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy Retrofit Rider.

8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

Name:	Date:	(Owner)
Name:	Date:	(Account holder - if different)
Name:	Date:	(Utility Repersentative)



Location ID:	535269	
Name		
OwnerName		
Phone		service pr
Assessor	Chris Woolery	
Date	9/12/2011	

# How Your Home Uses Energy

	model baseline	Elec	Gas	Propane	Wood/Coal	
8	Heating	8,090 kWh	0.kBTU	0 kBTU	0 kBTU	energy for heating, cooling, and base load
衆	Cooling	4170 kWh	0 kBTU	0 kBTU		(which is everything
N	Base	12500 kWh	0 kBTU	0 kBTU		that is not heating or
=	Total (yr)	24,760 kWh	0 kBTU	0 kBTU	0 kBTU	cooling).
		26800 kWh	0 kBTU	0 kBTU	0 kBTU	-

# How Your Home Could Save Energy

Correct the installation	of existing batt insulatio	n in crawl space.		
Add Insulation to Attic	والمراجع المراجع المراجعة المراجعة المراجع ومروي كالكال ومقيد فمتح المرووي والمستعد بالمراجع			
Correct the installation	of existing batt insulatio	n in attic.		
Install Programmable T	hermostat.			
Seal Duct Work to 10%	of fan capacity.			
Reduce house air leaka	ge from 2435 to 1167 cf	m50.		
			nd/or spray foam. Holes	under bathtubs are es
			door and door from kitc	
Savings from Baseline:	Savings from Actuals:	Conversions to Fuel	Current Rates	Projected Savings (yr)
6349 kWh (Elec)	8,389 kWh (Elec)	8,389 kWh	0.11 /kWh	\$923
0.kBTU (Gas)	0 kBTU (Gas)	0 therms	2.00 /Therm	\$0
0 kBTU (Propane)	0 kBTU (Propane)	0 Gal	2.50 /Gal	\$0
Based on savings from insulation	n and air seal only due to calibratio	on.		THE BOOK AND

**Projected Avg Energy Savings (mo)** 

before monthly How\$mart Charge

# Financing

\$2,769.80 Cost of Improvements (est):

\$553.96 Kentucky Home Preformance



\$2,215.84

**Utility Contribution** 

Not to Exceed Amount (90% of Savings)

\$77

**Monthly Charge** 

21% of projected savings

# Next Steps

- 1. Sign Purchase Agreement
- 2. Select contractor and schedule the job
- 3. Energy Specialist returns to inspect completed work
- 4. Savings begin and installments charge appears on utility bill.
- If, after operation, any of the upgrades fail, the Utility will reevaluate the work.

# Acceptance:

# I understand that:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermastat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under How\$martKY.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation.

Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider (marketed as How\$martKY) is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback period of the improvements is as follows:

Fixed Monthly Charge		<u>Estimate</u> \$16	<u>Not to Exceed</u> \$69			
Capital Investment		\$2,216	\$9,471			
Project Fee(s)	4.50%	\$100	\$426	Payback Period (years)	15	
Capital Fee	0.50%	\$11	\$47	Cost of Capital	3%	
Total Interest over life of	payback	<u>\$577</u>	<u>\$2,561</u>	· •		
Total Cost over life of pay	back	\$2,892	\$12,458			
Account Holder:			Owner: print name			-

Date:

Date:



**Energy Efficiency for Everyone** 

#### GENERAL

Location Number Date of Assessment Utility



### CUSTOMER INFORMATION

计通知时间 计算机的 计算法 化乙基乙烯 化乙基乙烯 化二乙烯 化二乙烯 化二乙烯 化二乙烯 化丁酸
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## **1. RETROFIT MEASURES**

1: Adjust and/or install weatherstriping and/or door sweeps to front door and 2: Seal large penetrations in attic and crawl space with foam board and/or spr Reduce house air leakage from 2435 to 1167 cfm50 Seal Duct Work to 10% of fan capacity. Install Programmable Thermostat: Correct the Installation of existing batt insulation in attic. Add Insulation to Attic Knee Wall. Correct the installation of existing batt insulation in crawl space.

### Account #

#### **Owner Information**

8389	Projected Savings (kWh)
\$16.07	Calculated Monthly Payment
	Value of Measures*
\$553.96	Kentucky Home Preformance*

\$2,215.84	Amount paid by Utility
\$29.00	UCC Filing Fee*
\$20.00	Software License Fee*
\$50.71	Utility Admin Fee*
\$11.08	Capital Fee*
\$2,326.63	Total Cost of Retrofit

### 2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company.

Customer's Initials \_\_\_\_\_ Owner's Initials \_\_\_\_\_

### **3. PURPOSE OF THIS AGREEMENT**

This Agreement permits the Retrofit Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and obligates the Owner to disclose any payment requirement to future tenants and to any purchaser of these premises as described in Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in implementing, maintaining, disclosing and paying for the above mentioned Retrofit measures.

#### 4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING

4.1 Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to install, inspect and/or repair Retrofit measures.

4.2 Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have been made or Customer no longer has an account with the Company. For portable Retrofit measures, all remaining payments will be due with the final bill.

4.3 Maintain the installed Retrofit measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Company/its Agent. Customers will be responsible for all required maintenance and out of warrantee repairs.

4.4 Customer shall notify the Company if any of the above Retrofit measures stop working. The Company/its Agent will verify Retrofit failure, assess repair need/cause and authorize the repair. The Company/its agent may suspend Customer's Retrofit Project charges while repairs are being made, to the degree that energy savings are compromised. Contractors and warrantees will cover costs of repairs due to defects in workmanship or equipment per contract and warrantees. Customers will cover costs for customer damage, out of warrantee repairs and any remaining repair costs. The Company/its Agent may increase the number of remaining Retrofit payments to recover repair costs not reimbursed, including administration.

Alternatively, Customer may repair Retrofit measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.

The Company/its Agent may repair a measure that is not working and seek compensation from Customer or owner as appropriate or recover any costs that were not reimbursed after warranty payments are applied by increasing the number of Retrofit payments at this location. The Company/its Agent may likewise be reimbursed for maintenance costs required to keep systems operating as described above.

4.5 Capital Provider will own the installed Retrofit measures during the duration of payments by occupant, Customer will not apply for or claim tax or other credits which will be claimed by and belong to the Capital Provider.

4.6 In some cases, (where the portable equipment replaced belonged to the meter holder) Customers may relocate portable retrofit measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Retrofit measures to their new account .

4.7 Customer will make a good faith effort to participate in Retrofit program follow-up surveys for the purpose of evaluating the effectiveness of the Retrofit system and to provide information requested by the Public Service Commission and state Energy Office.

4.8 The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of Company/its Agent. Company/its Agent will not be liable for personal injury, property damage or illegal activity caused by Contractor or Contractor's agents or employees. Company is not a guarantor of products and this Agreement does not limit Customer's rights regarding manufacturers, vendors and contractors.

4.9 Customer understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

### 5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

5.1 Assign the Retrofit Tariff to this location which shall remain in full force until the final Retrofit obligation has bein paid in full.

5.2 Be its representative to coordinate and facilitate the installation of the Retrofit measure(s) listed above and related work including arranging for repair or replacement if any of the Retrofit measures fail prior to the Customer making the final payment.

5.3 Enter into the Contractor Installation Agreement with the Contractor on Customer's behalf for the purpose of installing Retrofit measure(s) and related work.

5.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, the Owner, the Company/its Agent and the Contractor.

#### 6. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

6.1 Owner agrees to assume all the above mentioned Customer Responsibilities, Understandings and Authorizations, including Retrofit repayment whenever utility service to the above reference service location is in the Owners' name.

6.2 Owner shall make all remaining Retrofit payments upon closing their utility account or upon sale of the property or disclose the Retrofit monthly payment obligation to the next customer. Owners renting out the above premises shall disclose monthly Retrofit payment obligation to all subsequent tenants until the obligation has been repaid. Failure to disclose will constitute permission by the Owner for the next customer to break a lease or purchase agreement for the premises within thirty (30) business days of applying for utility service. A signed copy of the New Customer Disclosure form will constitute proof of disclosure.

6.3 Owner will maintain installed Retrofit measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Retrofit measure(s).

6.4 Owner will be responsible for cost associated with owner damage.

6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Retrofit obligation if building/measures are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/its Agent or to pay off any balance owed to the Company for Retrofit products installed in the premises.

6.6 Owner understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

6.7 Owner warrantees that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs associated with the installation of Retrofit measures including but not limited to their installation, removal, premises repairs, and program costs.

# 7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

7.1 Arrange for installation of the Retrofit measures listed above and detailed in the Conservation Plan.

7.2. Assign the Retrofit Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Retrofit measure is removed by Owner.

7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Retrofit measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Retrofit measures. Owner understands that when an independent contractor installs Retrofit measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.

7.4 Manage change orders consistent with the Conservation Plan. Any change that deviates from the approved Conservation Plan must be agreed to in writing by Customer, Owner, Company/its Agent, and the Contractor.

7.5 Issue payment for Retrofit products, materials and/or work when an independent contractor or vendor is used. (Labor or installation charges will not be reimbursed for self-installed measures). Payment made by Company does not guarantee the work performed by the Contractor. The Contractor is solely responsible for the installation of the Retrofit measure(s).

7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Retrofit measure costs noted above.

7.7 Record the attached UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Retrofit obligations to successor customers at this location.

# 8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

8.1 This Agreement shall remain in full force and effect until the final Retrofit payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.

No Retrofit payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.

If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Retrofit measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.

8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurred for these Retrofit measure(s).

8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement. Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page. Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Retrofit measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.

8.8 In the event of any dispute arising over the Retrofit program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter

8.9 Company's Retrofit program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy Retrofit Rider.

8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

Name:	Date:	(Owner)
Name:	Date:	(Account holder - if different)
Name:	Date:	(Utility Repersentative)



Location ID:	479038
Name	
OwnerName	
Phone	
Assessor	Chris Woolery
Date	10/17/2011

# **How Your Home Uses Energy**

	model baseline	Elec	Gas	Propane	Wood/Coal	Your home uses
8	Heating	5,680 kWh	0 kBTU	0 kBTU	0 kBTU	energy for heating, cooling, and base load
*	Cooling	2130 kWh	0 kBTU	O kBTU		(which is everything
N	Base	18400 kWh	0.kBTU	0 kBTU		that is not heating or
	Total (yr)	26,210 kWh	O kBTU	Ο κΒΤυ	0, квти	cooling).
		26400 kWh	0 kBTU	0 kBTU	0 kBTU	

# How Your Home Could Save Energy

Add Rim Joist Insulation	n. Alexandra Alexandra			
Install R-19 insulation i				· · ·
	eakage from 3278 to 150	0 cfm50.		
7. Spray foam on band	board (listed elsewhere)	will contribute to air se	aling.	
6. Air seal large penetra	ations where accessible in	n attic and crawl with fo	pam board and / or spray	foam as needed.
5. Create and install for	am board box with weath	nerstrip over attic stairs	to air seal opening.	
4. Seal foam board in a	ttic on skylight shaft. Taj	pe corners and foam to	p and bottom edges.	
3. Cap open kitchen so	ffits on attic side with foa	ım board, sealed at edg	es.	
2. Replace laundry doo	r to garage.			
1. Air seal laundry door	to exterior.			
Savings from Baseline:	Savings from Actuals:	Conversions to Fuel	Current Rates	Projected Savinas (yr)
3144 kWh (Elec)	3,334 kWh (Elec)	3,334 kWh	0.11 /kWh	\$367
0 kBTU (Gas)	0 kBTU (Gas)	0 therms	2.00,/Therm	\$0
0 kBTU (Propane)	0 kBTU (Propane)	0 Gal	2.50 /Gal	\$0
Dene die en te en fan en in substitu				

Based on savings from insulation and air seal only due to calibration.

Projected Avg Energy Savings (mo)

before monthly How\$mart Charge

# Financing



Cost of Improvements (est):



**Kentucky Home Preformance** 

#### \$2,500.00 **Utility Contribution**



\$31



# Next Steps

- 1. Sign Purchase Agreement
- 2. Select contractor and schedule the job
- 3. Energy Specialist returns to inspect completed work
- 4. Savings begin and installments charge appears on utility bill.
- If, after operation, any of the upgrades fail, the Utility will reevaluate the work.

# Acceptance:

# I understand that:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermastat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under How\$martKY.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation.

Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider (marketed as How\$martKY) is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback period of the improvements is as follows:

Fixed Monthly Charge		<u>Estimate</u> \$18	<u>Not to Exceed</u> \$28		
Capital Investment		\$2,500	\$3,764		
Project Fee(s)	4.50%	\$113	\$169	Payback Period (years)	15
Capital Fee	0.50%	\$13	\$19	Cost of Capital	3%
Total Interest over life of p	ayback	<u>\$650</u>	<u>\$1,018</u>		
Total Cost over life of payb	ack	\$3,263	\$4,951		
Account Holder:			Owner: print name		
Date:			Date:		

How\$martKY

**Energy Efficiency for Everyone** 

#### GENERAL

Location Number Date of Assessment Utility



### CUSTOMER INFORMATION



### **1. RETROFIT MEASURES**

Air seal laundry door to exterior.
 Replace laundry door to garage.
 Cap open kitchen soffits on attic side with foam board, sealed at edges.
 Seal foam board in attic on skylight shaft. Tape corners and foam top and b
 Create and install foam board box with weatherstrip over attic stairs to air s
 Air seal large penetrations where accessible in attic and crawl with foam bo
 Spray foam on band board (listed elsewhere) will contribute to air sealing.
 Reduce the house air leakage from 3278 to 1500 cfm50.
 Install R-19 insulation in filoor.
 Air multist insulation.

#### Account #

#### Owner Information

3334	Projected Savings (kWh)
\$18.13	Calculated Monthly Payment
\$3,125.00	Value of Measures*
\$625.00	Kentucky Home Preformance*

\$2,500.00	Amount paid by Utility
\$29.00	UCC Filing Fee*
\$20.00	Software License Fee*
\$63.50	Utility Admin Fee*
\$12.50	Capital Fee*
\$2,625.00	Total Cost of Retrofit

# 2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company.

Customer's Initials \_\_\_\_\_Owner's Initials \_\_\_\_\_

#### **3. PURPOSE OF THIS AGREEMENT**

This Agreement permits the Retrofit Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and obligates the Owner to disclose any payment requirement to future tenants and to any purchaser of these premises as described in Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in implementing, maintaining, disclosing and paying for the above mentioned Retrofit measures.

#### 4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING

4.1 Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to install, inspect and/or repair Retrofit measures.

4.2 Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have been made or Customer no longer has an account with the Company. For portable Retrofit measures, all remaining payments will be due with the final bill.

4.3 Maintain the installed Retrofit measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Company/its Agent. Customers will be responsible for all required maintenance and out of warrantee repairs.

4.4 Customer shall notify the Company if any of the above Retrofit measures stop working. The Company/its Agent will verify Retrofit failure, assess repair need/cause and authorize the repair. The Company/its agent may suspend Customer's Retrofit Project charges while repairs are being made, to the degree that energy savings are compromised. Contractors and warrantees will cover costs of repairs due to defects in workmanship or equipment per contract and warrantees. Customers will cover costs for customer damage, out of warrantee repairs and any remaining repair costs. The Company/its Agent may increase the number of remaining Retrofit payments to recover repair costs not reimbursed, including administration.

Alternatively, Customer may repair Retrofit measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.

The Company/its Agent may repair a measure that is not working and seek compensation from Customer or owner as appropriate or recover any costs that were not reimbursed after warranty payments are applied by increasing the number of Retrofit payments at this location. The Company/its Agent may likewise be reimbursed for maintenance costs required to keep systems operating as described above.

4.5 Capital Provider will own the installed Retrofit measures during the duration of payments by occupant, Customer will not apply for or claim tax or other credits which will be claimed by and belong to the Capital Provider.

4.6 In some cases, (where the portable equipment replaced belonged to the meter holder) Customers may relocate portable retrofit measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Retrofit measures to their new account .

4.7 Customer will make a good faith effort to participate in Retrofit program follow-up surveys for the purpose of evaluating the effectiveness of the Retrofit system and to provide information requested by the Public Service Commission and state Energy Office.

4.8 The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of Company/its Agent. Company/its Agent will not be liable for personal injury, property damage or illegal activity caused by Contractor or Contractor's agents or employees. Company is not a guarantor of products and this Agreement does not limit Customer's rights regarding manufacturers, vendors and contractors.

4.9 Customer understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

# 5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

5.1 Assign the Retrofit Tariff to this location which shall remain in full force until the final Retrofit obligation has bein paid in full.

5.2 Be its representative to coordinate and facilitate the installation of the Retrofit measure(s) listed above and related work including arranging for repair or replacement if any of the Retrofit measures fail prior to the Customer making the final payment.

5.3 Enter into the Contractor Installation Agreement with the Contractor on Customer's behalf for the purpose of installing Retrofit measure(s) and related work.

5.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, the Owner, the Company/its Agent and the Contractor.

### 6. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

6.1 Owner agrees to assume all the above mentioned Customer Responsibilities, Understandings and Authorizations, including Retrofit repayment whenever utility service to the above reference service location is in the Owners' name.

6.2 Owner shall make all remaining Retrofit payments upon closing their utility account or upon sale of the property or disclose the Retrofit monthly payment obligation to the next customer. Owners renting out the above premises shall disclose monthly Retrofit payment obligation to all subsequent tenants until the obligation has been repaid. Failure to disclose will constitute permission by the Owner for the next customer to break a lease or purchase agreement for the premises within thirty (30) business days of applying for utility service. A signed copy of the New Customer Disclosure form will constitute proof of disclosure.

6.3 Owner will maintain installed Retrofit measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Retrofit measure(s).

6.4 Owner will be responsible for cost associated with owner damage.

6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Retrofit obligation if building/measures are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/its Agent or to pay off any balance owed to the Company for Retrofit products installed in the premises.

6.6 Owner understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

6.7 Owner warrantees that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs associated with the installation of Retrofit measures including but not limited to their installation, removal, premises repairs, and program costs.

### 7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

7.1 Arrange for installation of the Retrofit measures listed above and detailed in the Conservation Plan.

7.2. Assign the Retrofit Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Retrofit measure is removed by Owner.

7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Retrofit measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Retrofit measures. Owner understands that when an independent contractor installs Retrofit measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.

7.4 Manage change orders consistent with the Conservation Plan. Any change that deviates from the approved Conservation Plan must be agreed to in writing by Customer, Owner, Company/its Agent, and the Contractor.

7.5 Issue payment for Retrofit products, materials and/or work when an independent contractor or vendor is used. (Labor or installation charges will not be reimbursed for self-installed measures). Payment made by Company does not guarantee the work performed by the Contractor. The Contractor is solely responsible for the installation of the Retrofit measure(s).

7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Retrofit measure costs noted above.

7.7 Record the attached UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Retrofit obligations to successor customers at this location.

### 8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

8.1 This Agreement shall remain in full force and effect until the final Retrofit payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.

No Retrofit payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.

If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Retrofit measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.

8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurred for these Retrofit measure(s).

8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement. Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page. Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Retrofit measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.

8.8 In the event of any dispute arising over the Retrofit program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter

8.9 Company's Retrofit program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy . Retrofit Rider.

8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

Name:	Date:	(Owner)
Name:	Date:	(Account holder - if different)
Name:	Date:	(Utility Repersentative)



Location ID:	873236	
Name		
OwnerName	North Constraints and the second s Second Second	
Phone		
Assessor	Chris Woolery	
Date	9/12/2011	

# How Your Home Uses Energy

	model baseline	Elec	Gas	Propane	Wood/Coal	Your home uses
8	Heating	10,400 kWh	0 kBTU	0 kBTU	0 kBTU	energy for heating, cooling, and base load
।	Cooling	3670 kWh	0 kBTU	0 kBTU		(which is everything
N	Base	15300 kWh	0 kBTU	O kBTU		that is not heating or
=	Total (yr)	29,370 kWh	0 kBTU	<b>E</b> KBTU	0 kbtu	cooling).
		27000 kWh	0 kBTU	O kBTU	0 kBTU	

# How Your Home Could Save Energy

	n and air seal only due to calibratio		Projected Avg Energy Savi	an sangaran
0 kBTU (Gas) 0 kBTU (Propane)	0 kBTU (Gas) 0 kBTU (Propane)	0 therms 0 Gal	2.00 /Therm 2.50 /Gal	\$0 \$0
10437 kWh (Elec)	8,067 kWh (Elec)	8,067 kWh	0.11 /kWh	\$887
Savings from Baseline:	Savings from Actuals:	Conversions to Fuel	Current Rates	Projected Savings (yr)
1. Seal all penetrations	in through subfloor from	crawl space with	foam board and/or spray foan	n. Holes under tubs
2. Adjust and/or install weatherstripping and/or door sweeps to 2 exterior doors.				
3. Air seal 2 attic hatches by installing foam weatherstripping on top of trim.				
4. Finish interior trim w	ork in addition and caulk	all edges.		
Replace HVAC Cooling	with new HVAC Cooling S	ystem	files is territoria para fuera	
Seal Duct Work to 10%				
Replace HVAC Heating	with New HVAC Heating	System.	ter en la factoria de	· · · · · ·
Install Programmable T	hermostat.			· · ·
Add Insulation in attic t	to 12" total from existing			
Install R-19 insulation i	n floor.		에는 사회에 가려갔다. 한 가지가 있는 것 	

Financing

\$9,887.00 Cost of Improvements (est):

\$1,977.40 Kentucky Home Preformance

\$7,909.60 Utility Contribution

\$9,107 Not to Exceed Amount (90% of Savings) @ 3% over 15 years

\$57 Monthly Charge

78% of projected savings

before monthly How\$mart Charge

ver. 11/17/2011

# Next Steps

- 1. Sign Purchase Agreement
- 2. Select contractor and schedule the job
- 3. Energy Specialist returns to inspect completed work
- 4. Savings begin and installments charge appears on utility bill.
- If, after operation, any of the upgrades fail, the Utility will reevaluate the work.

# Acceptance:

# I understand that:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermastat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under How\$martKY.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation.

Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider (marketed as How\$martKY) is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback period of the improvements is as follows:

Fixed Monthly Charge		<u>Estimate</u> \$57	<u>Not to Exceed</u> \$67		
Capital Investment		\$7,910	\$9,107		
Project Fee(s)	4.50%	\$356	\$410	Payback Period (years)	15
Capital Fee	0.50%	\$40	\$46	Cost of Capital	3%
Total Interest over life of pa	ayback	<u>\$2,058</u>	<u>\$2,463</u>		
Total Cost over life of payb	ack	\$10,324	\$11,979		

Account Holder: print name	 Owner: print name	
Date:	 Date:	



**Energy Efficiency for Everyone** 

#### GENERAL

Location Number Date of Assessment Utility



#### CUSTOMER INFORMATION

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### **1. RETROFIT MEASURES**

Seal all penetrations in through subfloor from crawl space with foam board
 Adjust and/or install weatherstripping and/or door sweeps to 2 exterior do.
 Air seal 2 attic hatches by installing foam weatherstripping on top of trim.
 Finish interior trim work in addition and caulk all edges.
 Replace HVAC Cooling with new HVAC Cooling System
 Seal Duct Work to 10% of fan capacity.
 Replace HVAC Heating with New HVAC Heating System.
 Install Programmable Thermostat.
 Add insulation in attic to 12<sup>a</sup> itotal from existing
 Install R-19 insulation in floor.

### Account #

#### **Owner Information**

8067 \$57.35	Projected Savings (kWh) Calculated Monthly Payment
\$9,887.00	Value of Measures*
\$1,977.40	Kentucky Home Preformance*

\$7,909.60	Amount paid by Utility
\$29.00	UCC Filing Fee*
\$20.00	Software License Fee*
\$306.93	Utility Admin Fee*
\$39.55	Capital Fee*
\$8,305.08	Total Cost of Retrofit

### 2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company.

Customer's Initials \_\_\_\_\_Owner's Initials \_\_\_\_\_

#### **3. PURPOSE OF THIS AGREEMENT**

This Agreement permits the Retrofit Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and obligates the Owner to disclose any payment requirement to future tenants and to any purchaser of these premises as described in Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in implementing, maintaining, disclosing and paying for the above mentioned Retrofit measures.

#### 4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING

4.1 Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to install, inspect and/or repair Retrofit measures.

4.2 Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have been made or Customer no longer has an account with the Company. For portable Retrofit measures, all remaining payments will be due with the final bill.

4.3 Maintain the installed Retrofit measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Company/its Agent. Customers will be responsible for all required maintenance and out of warrantee repairs.

4.4 Customer shall notify the Company if any of the above Retrofit measures stop working. The Company/its Agent will verify Retrofit failure, assess repair need/cause and authorize the repair. The Company/its agent may suspend Customer's Retrofit Project charges while repairs are being made, to the degree that energy savings are compromised. Contractors and warrantees will cover costs of repairs due to defects in workmanship or equipment per contract and warrantees. Customers will cover costs for customer damage, out of warrantee repairs and any remaining repair costs. The Company/its Agent may increase the number of remaining Retrofit payments to recover repair costs not reimbursed, including administration.

Alternatively, Customer may repair Retrofit measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.

The Company/its Agent may repair a measure that is not working and seek compensation from Customer or owner as appropriate or recover any costs that were not reimbursed after warranty payments are applied by increasing the number of Retrofit payments at this location. The Company/its Agent may likewise be reimbursed for maintenance costs required to keep systems operating as described above.

4.5 Capital Provider will own the installed Retrofit measures during the duration of payments by occupant, Customer will not apply for or claim tax or other credits which will be claimed by and belong to the Capital Provider.

4.6 In some cases, (where the portable equipment replaced belonged to the meter holder) Customers may relocate portable retrofit measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Retrofit measures to their new account .

4.7 Customer will make a good faith effort to participate in Retrofit program follow-up surveys for the purpose of evaluating the effectiveness of the Retrofit system and to provide information requested by the Public Service Commission and state Energy Office.

4.8 The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of Company/its Agent. Company/its Agent will not be liable for personal injury, property damage or illegal activity caused by Contractor or Contractor's agents or employees. Company is not a guarantor of products and this Agreement does not limit Customer's rights regarding manufacturers, vendors and contractors.

4.9 Customer understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

### 5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

5.1 Assign the Retrofit Tariff to this location which shall remain in full force until the final Retrofit obligation has bein paid in full.

5.2 Be its representative to coordinate and facilitate the installation of the Retrofit measure(s) listed above and related work including arranging for repair or replacement if any of the Retrofit measures fail prior to the Customer making the final payment.

5.3 Enter into the Contractor Installation Agreement with the Contractor on Customer's behalf for the purpose of installing Retrofit measure(s) and related work.

5.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, the Owner, the Company/its Agent and the Contractor.

### 6. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

6.1 Owner agrees to assume all the above mentioned Customer Responsibilities, Understandings and Authorizations, including Retrofit repayment whenever utility service to the above reference service location is in the Owners' name.

6.2 Owner shall make all remaining Retrofit payments upon closing their utility account or upon sale of the property or disclose the Retrofit monthly payment obligation to the next customer. Owners renting out the above premises shall disclose monthly Retrofit payment obligation to all subsequent tenants until the obligation has been repaid. Failure to disclose will constitute permission by the Owner for the next customer to break a lease or purchase agreement for the premises within thirty (30) business days of applying for utility service. A signed copy of the New Customer Disclosure form will constitute proof of disclosure.

6.3 Owner will maintain installed Retrofit measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Retrofit measure(s).

6.4 Owner will be responsible for cost associated with owner damage.

6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Retrofit obligation if building/measures are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/its Agent or to pay off any balance owed to the Company for Retrofit products installed in the premises.

6.6 Owner understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

5.7 Owner warrantees that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs associated with the installation of Retrofit measures including but not limited to their installation, removal, premises repairs, and program costs.

# 7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

7.1 Arrange for installation of the Retrofit measures listed above and detailed in the Conservation Plan.

7.2. Assign the Retrofit Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Retrofit measure is removed by Owner.

7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Retrofit measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Retrofit measures. Owner understands that when an independent contractor installs Retrofit measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.

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7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Retrofit measure costs noted above.

7.7 Record the attached UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Retrofit obligations to successor customers at this location.

### 8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

8.1 This Agreement shall remain in full force and effect until the final Retrofit payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.

No Retrofit payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.

If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Retrofit measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.

8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurred for these Retrofit measure(s).

8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement. Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page. Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Retrofit measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.

8.8 In the event of any dispute arising over the Retrofit program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter

8.9 Company's Retrofit program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy Retrofit Rider.

8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

Name:	Date:	(Owner)
Name:	Date:	(Account holder - if different)
Name:	Date:	(Utility Repersentative)

#### GENERAL

Location Number Date of Assessment Utility

# CUSTOMER INFORMATION

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Grayson Rural Electric

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4/22/2011

#### **1. RETROFIT MEASURES**

#### Account #

#### **Owner Information**

6757 \$26.83	Projected Savings (kWh) Calculated Monthly Payment
\$5,250.00	Value of Measures*
\$1,050.00	Kentucky Home Preformance*
\$500.00	Rebates - Utility*

\$3,700.00	Amount paid by Utility
\$29.00	UCC Filing Fee*
\$20.00	Software License Fee*
\$117.50	Utility Admin Fee*
\$18.50	Capital Fee*
\$3,885.00	Total Cost of Retrofit

#### 2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company.

#### Customer's Initials \_\_\_\_\_Owner's Initials \_\_\_\_\_

**3. PURPOSE OF THIS AGREEMENT** 

This Agreement permits the Retrofit Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and obligates the Owner to disclose any payment requirement to future tenants and to any purchaser of these premises as described in Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in implementing, maintaining, disclosing and paying for the above mentioned Retrofit measures.

#### 4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING

4.1 Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to install, inspect and/or repair Retrofit measures.

4.2 Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have been made or Customer no longer has an account with the Company. For portable Retrofit measures, all remaining payments will be due with the final bill.

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Alternatively, Customer may repair Retrofit measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.