

Medina City Schools



Energy Savings Program

PERFORMANCE YEAR 5

October 2013 – September 2014

YEAR END SAVINGS REPORT

November 17, 2014

Prepared by:
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6800 Eastland Road
Middleburg Heights, OH 44130



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Section 1: Overview

The Brewer-Garrett Company is pleased to present the results for Performance Year 5 of the Medina City Schools Energy Savings Program.

Medina City Schools (Medina) and The Brewer-Garrett Company have worked diligently to implement and track energy conservation measures designed to save Medina utility dollars. The total savings have exceeded the projections made during the development of the Program. For Performance Year 5, we projected \$315,769 in total energy savings.

The savings achieved by Medina City Schools for Performance Year 5 of the Energy Savings Program are \$566,866.

Section 2: Savings Guarantee Summary

The Performance Guarantee and this Year End Savings Report are governed by the Energy Performance Agreements executed by Medina City Schools and The Brewer-Garrett Company on August 31, 2007 and September 30, 2013 (Contract).

Performance Year 5 covers the 12 month time period from October 2013 through September 2014.

The Performance Guarantee is summarized in Table 2a, and is based on Schedule C of the Contract dated 8/31/2007: Energy and Operational Savings Guarantee. The Total Guaranteed Savings over the term of this agreement (15 years) is: \$4,736,535.

The Contract dated 9/30/2013 is the installation of a Combined Heat and Power (CHP) Project that will result in an estimated \$62,833 in additional energy savings and will increase operational costs by \$17,760 annually. Net savings are projected to be \$45,073 annually. The original Total Guaranteed Savings amount of \$4,736,535 has not been increased to reflect the additional CHP Project Guarantee; instead the Cumulative Actual Savings achieved during Performance Years 1 through 3 has been reduced by \$537,112 which represents the Total Guaranteed Savings for the CHP Project.

**Medina City School District
Summary of Performance Guarantee**

Total Guaranteed Savings (\$) per Contract 8/31/2007	\$4,736,535
Total Guaranteed Savings (\$) per Contract 9/30/2013	\$537,112

See Table 3a.

		Guaranteed Savings (\$)			
Performance Year		Water/Sewer/ Energy Savings (\$)	Stipulated Operational Savings (\$)	Total Guaranteed Savings (\$)	Cumulative Guaranteed Savings (\$)
1	2010	\$315,769	\$0	\$315,769	\$315,769
2	2011	\$315,769	\$0	\$315,769	\$631,538
3	2012	\$315,769	\$0	\$315,769	\$947,307
4	2013	\$315,769	\$0	\$315,769	\$1,263,076
5	2014	\$315,769	\$0	\$315,769	\$1,578,845
6	2015	\$315,769	\$0	\$315,769	\$1,894,614
7	2016	\$315,769	\$0	\$315,769	\$2,210,383
8	2017	\$315,769	\$0	\$315,769	\$2,526,152
9	2018	\$315,769	\$0	\$315,769	\$2,841,921
10	2019	\$315,769	\$0	\$315,769	\$3,157,690
11	2020	\$315,769	\$0	\$315,769	\$3,473,459
12	2021	\$315,769	\$0	\$315,769	\$3,789,228
13	2022	\$315,769	\$0	\$315,769	\$4,104,997
14	2023	\$315,769	\$0	\$315,769	\$4,420,766
15	2024	\$315,769	\$0	\$315,769	\$4,736,535
Total		\$4,736,535	\$0	\$4,736,535	

Note: The Combined Heat and Power (CHP) project (contract executed 9/30/2013) will produce an estimated \$62,833 in additional energy savings and will increase operational costs by \$17,760 annually (not shown above). Net savings are projected to be \$45,073 annually. These values are not included in the table above, since the CHP project was funded via excess savings from years 1 through 3 of the guarantee. See Table 3a.

Table 2a

Section 3: Performance History

Table 3a

Performance History for the Medina City Schools Energy Savings Program

Performance Year	Guaranteed Savings (\$)	Actual Savings (\$)	Cumulative Guaranteed Savings (\$)	Cumulative Actual Savings (\$)
--- Interim Period	-----	\$470,472	-----	\$470,472
1 10/09 - 9/10	\$315,769	\$438,675	\$315,769	\$909,147
2 10/10 - 9/11	\$315,769	\$478,648	\$631,538	\$1,387,795
3 10/11 - 9/12	\$315,769	\$444,287	\$947,307	\$1,832,082
Note: CHP Project contract was signed 9/30/2013 and guaranteed total savings of \$419,467; this Project was funded via the excess savings from years 1 through 3 of the guarantee. The annual Guaranteed Savings amount has not been increased to reflect the additional CHP Project guarantee; instead the Cumulative Actual Savings has been reduced by \$419,467.				
3 rev 10/11 - 9/12	\$315,769	\$444,287	\$947,307	\$1,412,615
4 10/12 - 9/13	\$315,769	\$501,965	\$1,263,076	\$1,914,580
5 10/13 - 9/14	\$315,769	\$566,866	\$1,578,845	\$2,481,447
6 10/14 - 9/15	\$315,769			
7 10/15 - 9/16	\$315,769			
8 10/16 - 9/17	\$315,769			
9 10/17 - 9/18	\$315,769			
10 10/18 - 9/19	\$315,769			
11 10/19 - 9/20	\$315,769			
12 10/20 - 9/21	\$315,769			
13 10/21 - 9/22	\$315,769			
14 10/22 - 9/23	\$315,769			
15 10/23 - 9/24	\$315,769			
Total	\$4,736,535	\$2,900,914		

Energy Audit for Medina City Schools, Year 5

The undersigned agrees that The Brewer-Garrett Company delivered this audit to Medina City Schools. If no written reply is made to The Brewer-Garrett Company concerning the validity of this audit in 30 days, it will be considered accepted by Medina City Schools.

Accepted by:

Date:

Medina City Schools

Delivered by:

Date:

The Brewer-Garrett Company

Section 4: Summary of Savings

Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Summary of Savings

Electric			
KWH Used In Base Year		11,180,440	KWH
Baseline for	Performance Year 5	11,512,712	KWH
Actual Usage for	Performance Year 5	8,675,123	KWH
Total KWH Saved		2,837,589	KWH
Total Dollars Saved		\$400,638	

Natural Gas			
MCF Used In Base Year		42,373	MCF
Baseline for	Performance Year 5	49,266	MCF
Actual Usage for	Performance Year 5	37,467	MCF
Total MCF Saved		11,799	MCF
Total Dollars Saved		\$139,551	

Water and Sewer			
Water Used In Base Year		3,676	CCF
Water Baseline for	Performance Year 5	3,676	CCF
Water Actual Usage for	Performance Year 5	1,387	CCF
Total Water CCF Saved		2,289	CCF
Total Water Dollars Saved		\$7,215	
Total Sewer Dollars Saved		\$18,093	

Lighting M&V Savings at Bus Garage	Performance Year 5	\$1,370
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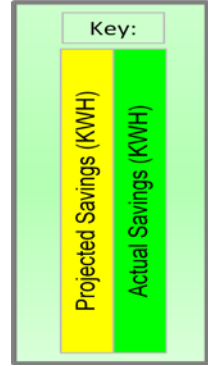
Total Actual Savings	Performance Year 5	\$566,866
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Total Guaranteed Savings	Performance Year 5	\$315,769
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Table 4a

Section 5: Electric Savings

Several projects implemented as part of the Medina City Schools Energy Savings Program were projected to achieve electric savings. These projects include a) district wide lighting retrofits and occupancy sensor installations, b) lighting controls at the High School, c) district wide vending machine control, d) variable frequency drives at Ella Canavan, Root and the High School, e) demand ventilation at Blake, Heritage, High School and Root, f) building automation system upgrades at the High School, and g) electric fan coil unit replacement with a natural gas unit at Heritage.



The annual projected and actual electric savings for each school are charted side by side in Figure 5a. We are very pleased to report that the actual electric savings have exceeded the projected savings at nearly all schools.

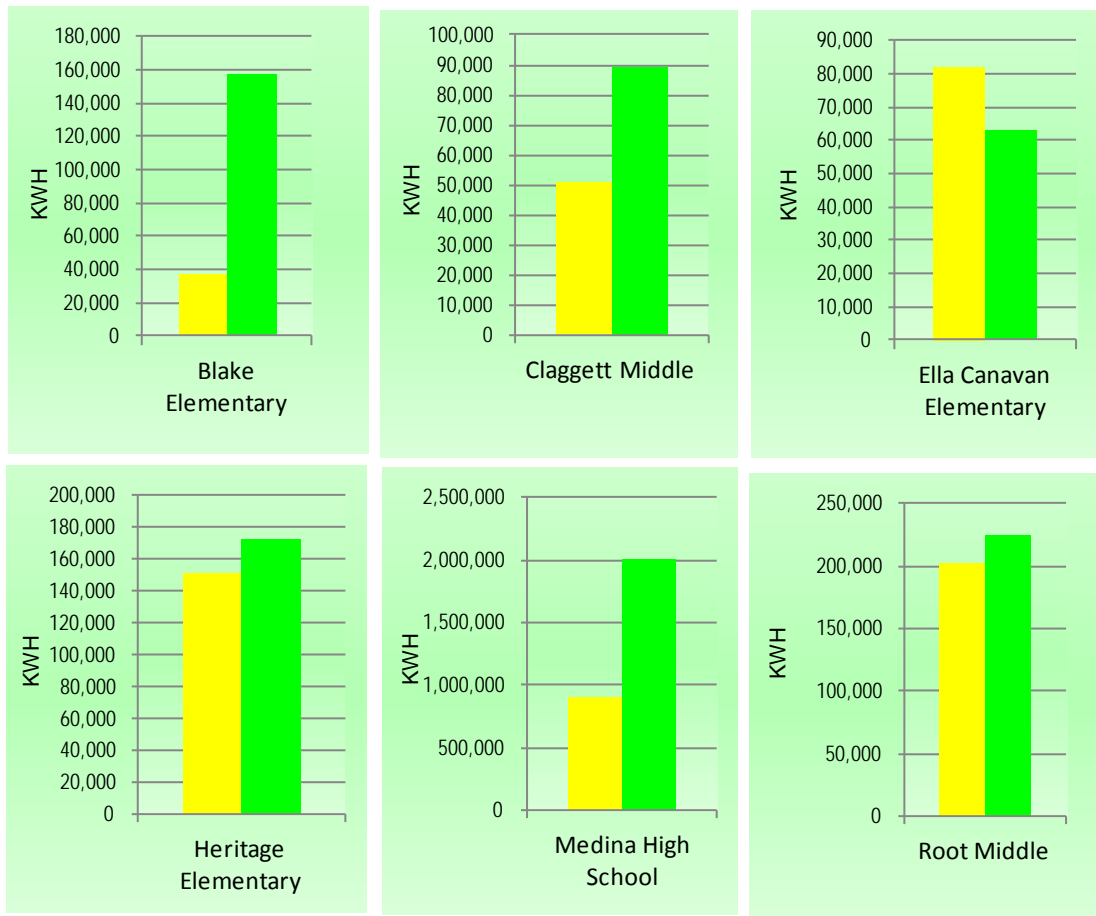


Figure 5a

Heating/ventilating units at Fenn and Garfield were replaced and air conditioning was added as part of the Energy Savings Program. The energy use associated with the air conditioning equipment is an adjustment to the baseline as addressed in Schedule F of the Contract: Savings Calculation Formulae: Methodology to Adjust Baseline. The annual projected vs. actual electric savings for these buildings are shown in Figure 5b.

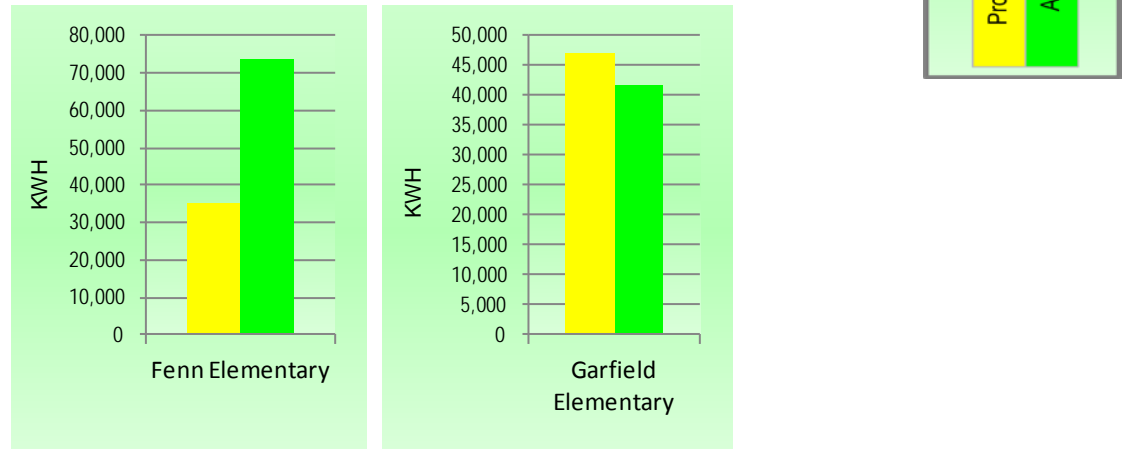


Figure 5b

The savings at Blake, as a result of our rate investigation with First Energy/Ohio Edison and the installation of a new meter, have continued.

Electric savings are determined by inserting the energy and demand savings into the actual utility rate to convert units saved to dollars saved. Units of electricity saved are equal to the Baseline KWH minus Actual KWH, where the Baseline is the Base Year adjusted for time, weather and events. The electric savings are calculated monthly and then summed to yield an annual amount.

The energy savings are calculated based on the larger of the electric rate paid during the Performance Year or the Base Year as specified in Section 8.1 of the Contract.

The electricity savings at the Bus Garage as a result of the lighting retrofit are calculated based on the Measurement and Verification (M&V) methodology explained in Schedule F of the Contract. This methodology is used because the lighting retrofit is the only Energy Conservation Measure implemented at the Bus Garage; therefore electric savings due to lighting can be isolated. Voltage and amperage readings were taken in several locations throughout the Bus Garage and the other

Medina schools, before and after the lighting retrofits took place. The before and after readings were taken with the same meters, in the same locations, and were used to calculate an average of watts of energy used by each lamp technology. The average readings for both the before and after measurements were inserted into the lighting spreadsheet to generate units saved. These units saved were multiplied by the utility rate to convert units saved to dollars saved. The electric savings at the Bus Garage resulting from the lighting retrofit are \$1,370 for Performance Year 5.

Electric use in all of the Medina City Schools that were affected by Brewer-Garrett is summarized in Figure 5c. During Performance Year 5, the electric usage in the schools affected by the Energy Savings Program has been reduced by over 2.8 million KWH, or 25% from the Baseline. This is a savings of over \$400,000 to Medina, and a reduction of 2,182 metric tons of CO₂ emissions.

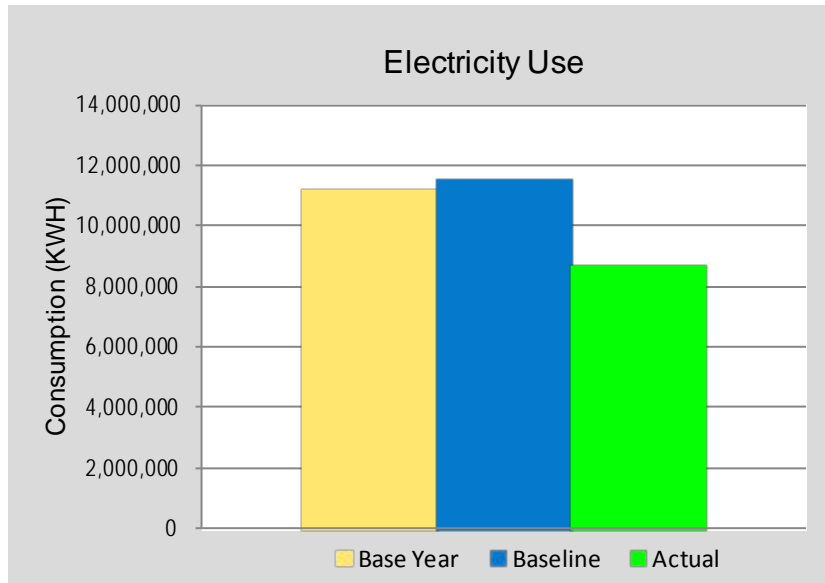


Figure 5c

Section 6: Natural Gas Savings

Several projects implemented as part of the Medina City Schools Energy Savings Program were projected to result in natural gas savings. These projects include a) demand ventilation at Blake, Heritage, High School and Root, b) building automation system upgrades at the High School, c) heat recovery and pool system modifications at the High School, and d) replacement of heating/ventilating units at Fenn and Garfield. The replacement of an electric fan coil unit with a gas-fired unit at Heritage was expected to save electricity, but use more natural gas.

The annual projected and actual natural gas savings for each school are charted side by side in Figure 6a. While actual savings at the High School, Garfield and Root have exceeded projections, savings at Blake and Fenn fell short. As expected, natural gas use at Heritage increased due to the installation of the gas-fired unit.

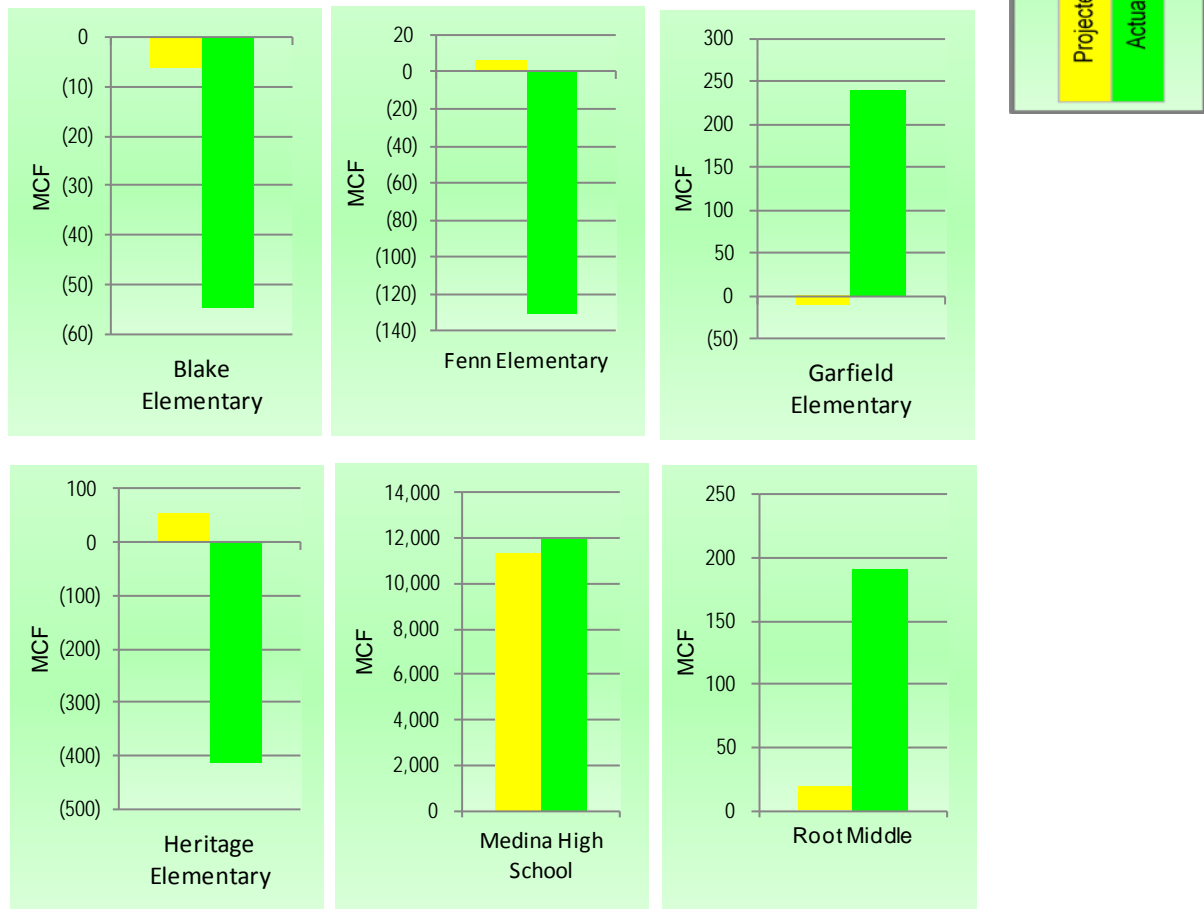


Figure 6a

Natural gas dollar savings are calculated each month by multiplying the monthly natural gas rate in \$/MCF by the units of natural gas saved. The monthly natural gas rate in \$/MCF is calculated based on: Total Natural Gas \$ / Total Natural Gas MCF, and is calculated separately for each building. The units of natural gas saved are equal to the Baseline MCF minus Actual MCF, where Baseline is the Base Year adjusted for time, weather and events. The natural gas savings are calculated each month, and then summed to yield an annual savings.

The energy savings are calculated based on the larger of the natural gas rate paid during the Performance Year or the Base Year as specified in Section 8.1 of the Contract.

Natural gas use in all of the Medina City Schools that were affected by Brewer-Garrett is summarized in Figure 6b. During Performance Year 5, the natural gas usage in the schools affected by the Energy Savings Program has been reduced by over 11,000 MCF, or 24% from the Baseline. This is a savings of over \$135,000 to Medina, and a reduction of 264 metric tons of CO₂ emissions.

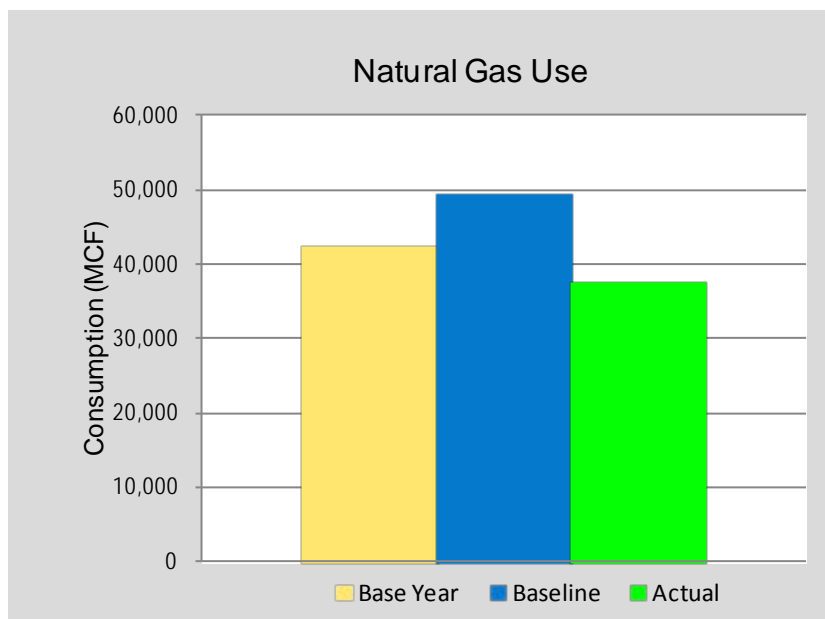


Figure 6b

Section 7: Water and Sewer Savings

Water conservation projects were implemented at Claggett and Garfield as part of the Medina City Schools Energy Savings Program, and included the replacement of water cooled condensers with air cooled units, and the automation of flush systems for urinals in the boys' bathrooms. In addition, Brewer-Garrett was instrumental in effecting a sewer rate change for Claggett. As a result, water and sewer savings were expected at both Claggett and Garfield.

Sewer savings were expected at the High School, where a sub-meter was installed for the cooling tower. This sub-meter enables the measurement of water evaporation to the atmosphere during the cooling process.

During a review of sewer billing data, it was determined that the Medina County Sanitary Engineering Department has reduced the quantity of sewer UNITS that each school is billed, no doubt in response to a reduction in water use. An analysis was performed to validate the sewer billing practices; this summary is shown in Table 7a. It appears that the High School is under-billed while Claggett and Garfield are over-billed. This data is provided to Medina for informational purposes; we have not approached the Medina County Sanitary Engineering Department.

Sewer UNITS Billing Analysis		Claggett	Garfield	High School
Annual Actual Water Use	CCF	521	866	12,551
Annual Actual Water Use	Gallons	389,708	647,768	9,388,148
Annual Actual UNITS Used	UNITS	56	93	1,341
Annual UNITS Billed	UNITS	180	224	1,187
Monthly Actual UNITS Used	UNITS	4.6	7.7	111.8
Monthly UNITS Billed	UNITS	14.99	18.64	98.94
Overbilled or (Underbilled)	UNITS	124.24	131.19	(153.88)
Overbilled or (Underbilled)	\$	\$3,634	\$3,837	(\$4,501)
Total Overbilled	UNITS		102	
Total Overbilled	\$		\$2,970	

Note:

1 "Unit" = 230 gallons/day

1 "Unit" = 7,000 gallons/month

Table 7a

Water dollar savings are calculated each month by multiplying the monthly water rate in \$/CCF by the units of water saved. The monthly water rate in \$/CCF is calculated based on: Total Water \$ / Total Water CCF, and is calculated separately for each building. The units of water saved are equal to the Baseline CCF minus Actual CCF, where Baseline is the Base Year use with no adjustments. The water savings are calculated each month, and then summed to yield an annual savings.

Sewer dollar savings are calculated bi-monthly, to correspond with actual sewer bills. Sewer savings in this performance report are from: a) Claggett, as the result of the reduction in sewer “units” that Brewer-Garrett was instrumental in securing, and b) Garfield, as the result of the reduction in water use, and the corresponding reduction in sewer “units” that the Medina County Sanitary Engineering Department implemented. No sewer savings for the High School were included in this report. The sewer savings in terms of “units” are multiplied by the sewer rate in \$/unit” on a bi-monthly basis, and then summed to yield an annual savings.

The water and sewer savings are calculated based on the larger of the water and sewer rates paid during the Performance Year or the Base Year as specified in Section 8.1 of the Contract.

The combined water use for Claggett and Garfield is summarized in Figure 7b. The Base Year, Baseline and Actual total usage during Performance Year 5 are shown side-by-side for comparison. The overall water usage in these schools has been reduced by approximately 62% from the Baseline; this is a savings to Medina of over \$25,000 in water and sewer charges.

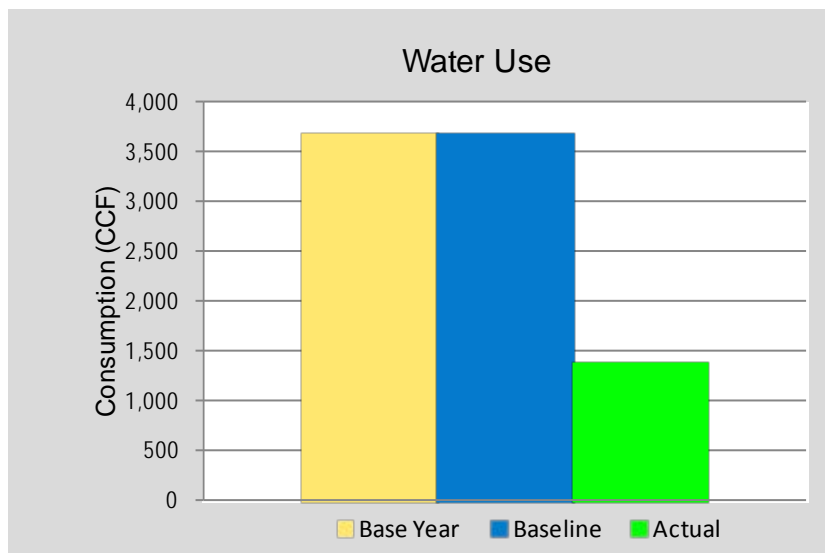


Figure 7b

Section 8: Operational Savings

No operational savings were claimed on this project.

Section 9: Adjustments

Adjustments are incorporated in the baseline projection for energy use to include changes in the number of days in a billing period as well as weather fluctuations.

The heating/ventilating units at Fenn and Garfield were replaced and air conditioning was added as part of the Energy Savings Program. The energy use associated with the air conditioning equipment is an adjustment to the baseline as addressed in Schedule F of the Contract: Savings Calculation Formulae: Methodology to Adjust Baseline.

The additional demand and energy use for these units is calculated based on the information in Table 9a and is included in the Electric Baseline.

School Name	Quantity	Unit Description
Fenn Elementary	1	Library/Computer Lab Unit 10 ton, EER=11, 2300 hrs
	1	Gym Unit 10 ton, EER=11, 2700 hrs
Garfield Elementary	1	Gym Unit 12 ton, EER=9.7, 2925 hrs

Table 9a

Section 10: Results

For Performance Year 5, we projected \$315,769 in total savings. These savings are a combination of weather/variable-dependent energy savings and water/sewer savings.

Figure 10a identifies the total utility savings apportioned by electric, natural gas, and water/sewer.

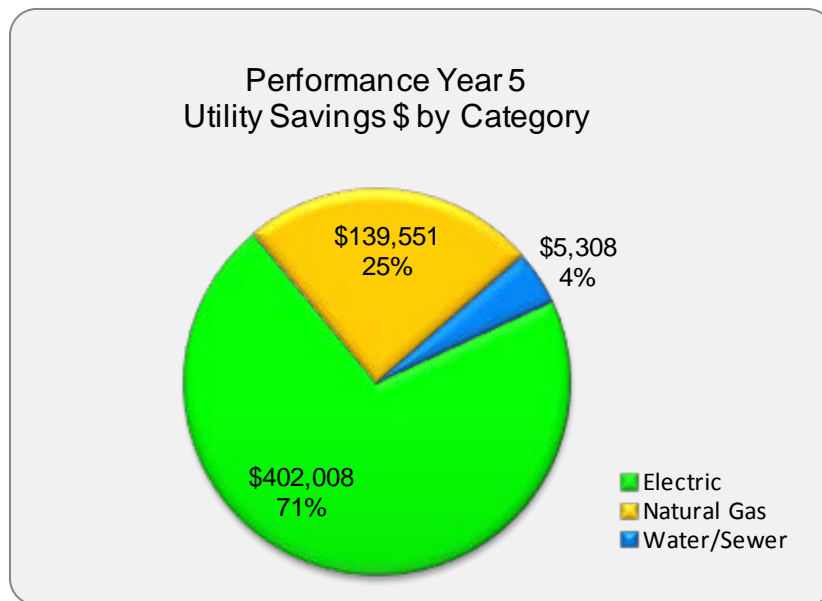


Figure 10a

The savings achieved by Medina City Schools for Performance Year 5 of the Energy Savings Program are \$566,866.

Section 11: Conclusion

The Brewer-Garrett Company is pleased to be Medina's energy partner. We believe in bringing value to the partnership in areas outside of merely reporting energy savings.

The Combined Heat and Power has been in operation about 6 months and is already contributing to the overall energy savings for the District. We look forward to reporting on the continued success of Medina's Energy Saving Initiatives.

Appendix A

Tables and Charts

Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Summary of Savings

Electric			
KWH Used In Base Year		11,180,440	KWH
Baseline for	Performance Year 5	11,512,712	KWH
Actual Usage for	Performance Year 5	8,675,123	KWH
Total KWH Saved		2,837,589	KWH
Total Dollars Saved		\$400,638	

Natural Gas			
MCF Used In Base Year		42,373	MCF
Baseline for	Performance Year 5	49,266	MCF
Actual Usage for	Performance Year 5	37,467	MCF
Total MCF Saved		11,799	MCF
Total Dollars Saved		\$139,551	

Water and Sewer			
Water Used In Base Year		3,676	CCF
Water Baseline for	Performance Year 5	3,676	CCF
Water Actual Usage for	Performance Year 5	1,387	CCF
Total Water CCF Saved		2,289	CCF
Total Water Dollars Saved		\$7,215	
Total Sewer Dollars Saved		\$18,093	

Lighting M&V Savings at Bus Garage	Performance Year 5	\$1,370
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Total Actual Savings	Performance Year 5	\$566,866
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Total Guaranteed Savings	Performance Year 5	\$315,769
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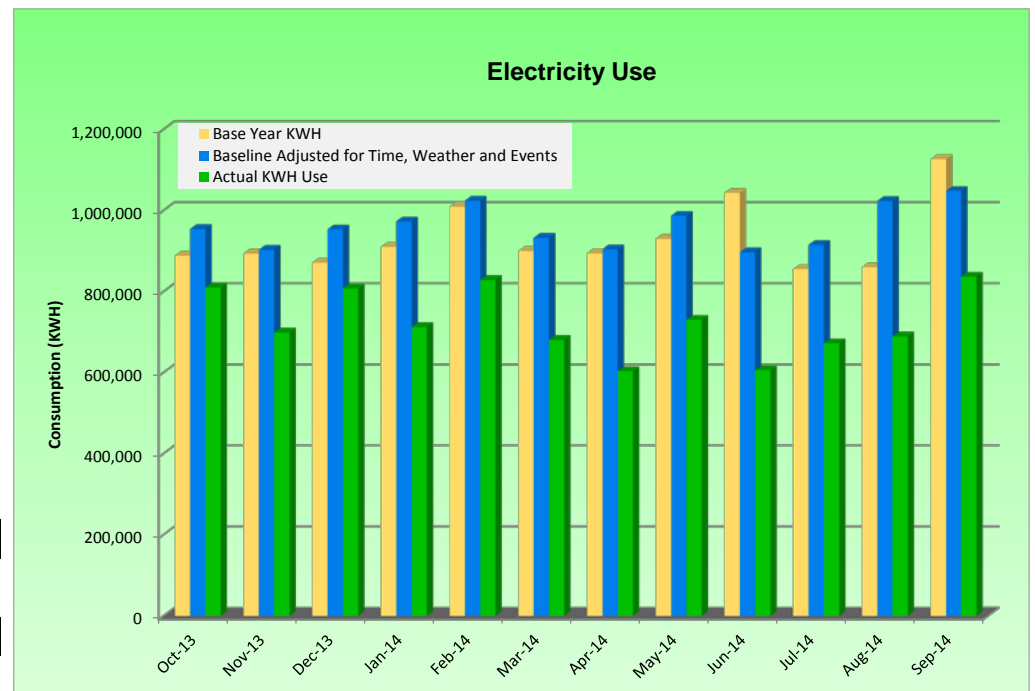
Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Electricity Summary

Electricity Used In Base Year	11,180,440	KWH
Adjustments for Time, Weather and Events	332,272	KWH
Baseline Usage	11,512,712	KWH
Actual Usage	8,675,123	KWH

Total KWH Saved	2,837,589
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Total Dollars Saved	\$400,638
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Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Electricity Savings

Electricity Base Year Units KWH

	October	November	December	January	February	March	April	May	June	July	August	September	Total
KWH													
Blake Elementary	53,120	55,640	55,920	47,080	60,880	58,760	48,520	56,240	53,440	34,360	41,800	55,360	621,120
Claggett Middle	38,080	41,280	40,160	45,920	49,760	45,440	34,560	41,920	33,120	21,440	21,600	44,960	458,240
Ella Canavan Elementary	27,520	24,880	24,720	23,360	25,760	25,760	24,080	29,840	29,360	18,240	14,800	26,800	295,120
Fenn Elementary	19,920	23,280	16,720	18,960	22,800	21,600	18,720	20,560	16,560	12,480	14,880	22,160	228,640
Garfield Elementary	27,360	24,960	26,040	20,160	27,840	26,400	24,120	26,520	29,160	15,000	24,480	30,720	302,760
Heritage Elementary	34,240	42,000	46,880	64,160	58,160	53,520	41,040	37,920	34,400	21,200	28,240	36,400	498,160
Medina High School	589,200	578,400	554,400	600,000	645,600	561,600	613,200	612,000	732,000	684,000	646,800	801,600	7,618,800
Kindergarten Center	8,160	9,240	8,880	8,880	11,040	8,160	9,800	8,520	7,280	6,240	6,080	9,400	101,680
Root Middle	90,640	93,920	97,520	81,280	107,200	98,560	80,080	96,640	107,680	42,000	61,440	98,960	1,055,920
Total KWH	888,240	893,600	871,240	909,800	1,009,040	899,800	894,120	930,160	1,043,000	854,960	860,120	1,126,360	11,180,440

Electricity Base Year Cost \$

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Cost \$													
Blake Elementary	\$9,600	\$9,704	\$9,715	\$9,285	\$9,841	\$9,753	\$9,332	\$9,650	\$9,534	\$8,825	\$9,132	\$9,692	\$114,063
Claggett Middle	\$5,402	\$5,205	\$4,655	\$5,425	\$5,539	\$5,426	\$5,307	\$5,461	\$5,091	\$3,208	\$3,304	\$5,622	\$59,645
Ella Canavan Elementary	\$3,920	\$3,401	\$2,853	\$2,778	\$3,538	\$3,887	\$2,848	\$4,238	\$4,603	\$2,870	\$2,332	\$3,800	\$41,069
Fenn Elementary	\$2,254	\$2,380	\$1,896	\$2,246	\$2,345	\$2,313	\$1,403	\$2,267	\$2,235	\$1,256	\$1,593	\$2,459	\$24,647
Garfield Elementary	\$3,338	\$2,973	\$2,938	\$2,844	\$3,138	\$3,022	\$3,000	\$3,343	\$4,481	\$2,316	\$3,770	\$4,411	\$39,574
Heritage Elementary	\$4,169	\$4,947	\$5,756	\$6,266	\$6,093	\$6,324	\$5,201	\$4,286	\$5,078	\$3,021	\$4,223	\$4,411	\$59,776
Medina High School	\$58,128	\$57,109	\$54,509	\$39,837	\$46,096	\$52,823	\$56,607	\$56,576	\$63,172	\$61,799	\$60,844	\$63,586	\$671,086
Kindergarten Center	\$1,290	\$1,346	\$1,330	\$940	\$997	\$919	\$991	\$1,063	\$1,151	\$988	\$963	\$1,352	\$13,331
Root Middle	\$14,124	\$14,183	\$14,218	\$10,979	\$10,965	\$11,571	\$11,340	\$10,461	\$14,028	\$12,127	\$6,581	\$9,620	\$140,197
Total Cost \$	\$102,225	\$101,247	\$97,872	\$80,600	\$88,552	\$96,037	\$96,028	\$97,345	\$109,374	\$96,412	\$92,742	\$104,952	\$1,163,388

Electricity Base Year Unit Cost \$/KWH

	October	November	December	January	February	March	April	May	June	July	August	September	Average Base Year Demand & Energy Rate	
Unit Cost \$/KWH														
Blake Elementary	\$0.181	\$0.174	\$0.174	\$0.197	\$0.162	\$0.166	\$0.192	\$0.172	\$0.178	\$0.257	\$0.218	\$0.175	\$17.00/KW	\$0.0400/KWH
Claggett Middle	\$0.142	\$0.126	\$0.116	\$0.118	\$0.111	\$0.119	\$0.154	\$0.130	\$0.154	\$0.150	\$0.153	\$0.125	\$16.11/KW	\$0.0593/KWH
Ella Canavan Elementary	\$0.142	\$0.137	\$0.115	\$0.119	\$0.137	\$0.151	\$0.118	\$0.142	\$0.157	\$0.157	\$0.158	\$0.142	\$14.68/KW	\$0.0686/KWH
Fenn Elementary	\$0.113	\$0.102	\$0.113	\$0.118	\$0.103	\$0.107	\$0.075	\$0.110	\$0.135	\$0.101	\$0.107	\$0.111	\$21.98/KW	\$0.0298/KWH
Garfield Elementary	\$0.122	\$0.119	\$0.113	\$0.141	\$0.113	\$0.114	\$0.124	\$0.126	\$0.154	\$0.154	\$0.154	\$0.144	\$15.08/KW	\$0.0662/KWH
Heritage Elementary	\$0.122	\$0.118	\$0.123	\$0.098	\$0.105	\$0.118	\$0.127	\$0.113	\$0.148	\$0.142	\$0.150	\$0.121	\$19.87/KW	\$0.0397/KWH
Medina High School	\$0.099	\$0.099	\$0.098	\$0.066	\$0.071	\$0.094	\$0.092	\$0.092	\$0.086	\$0.090	\$0.094	\$0.079	\$20.65/KW	\$0.0257/KWH
Kindergarten Center	\$0.158	\$0.146	\$0.150	\$0.106	\$0.090	\$0.113	\$0.101	\$0.125	\$0.158	\$0.158	\$0.158	\$0.144	\$14.28/KW	\$0.0724/KWH
Root Middle	\$0.156	\$0.151	\$0.146	\$0.135	\$0.102	\$0.117	\$0.142	\$0.108	\$0.130	\$0.289	\$0.107	\$0.097	\$15.43/KW	\$0.0652/KWH

Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Electricity Savings

Electricity Actual Performance Year Units KWH

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
KWH													
Blake Elementary	42,554	38,760	39,617	43,982	42,881	34,721	41,004	36,883	33,538	31,661	49,123	44,839	479,563
Claggett Middle	37,120	33,280	42,880	30,560	37,280	38,560	30,720	40,160	22,720	9,920	27,520	45,280	396,000
Ella Canavan Elementary	20,320	16,320	14,960	19,280	16,240	18,400	20,240	20,720	13,680	6,720	29,920	24,720	221,520
Fenn Elementary	16,960	18,400	20,640	16,800	18,800	20,080	16,880	19,360	14,800	7,280	17,040	22,880	209,920
Garfield Elementary	24,360	22,560	28,560	25,440	30,960	23,040	24,120	22,800	16,680	19,200	38,040	24,960	300,720
Heritage Elementary	30,960	29,760	42,320	30,640	53,520	32,960	26,000	30,240	10,640	16,320	37,280	31,360	372,000
Medina High School	562,800	470,400	538,800	488,400	524,400	471,600	373,200	477,600	410,400	520,800	399,600	564,000	5,802,000
Kindergarten Center	4,360	5,640	6,480	7,880	10,680	7,400	6,880	11,480	10,760	4,680	18,320	4,120	98,680
Root Middle	70,880	63,440	73,280	49,040	93,840	34,000	64,480	70,720	72,800	55,760	72,240	74,240	794,720
Total KWH	810,314	698,560	807,537	712,022	828,601	680,761	603,524	729,963	606,018	672,341	689,083	836,399	8,675,123

Electricity Actual Performance Year Cost \$

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
Cost \$													
Blake Elementary	\$4,313	\$3,496	\$3,572	\$3,883	\$3,766	\$3,270	\$4,063	\$3,948	\$3,464	\$3,757	\$4,922	\$4,298	\$46,751
Claggett Middle	\$3,406	\$3,219	\$3,694	\$2,956	\$3,373	\$3,443	\$2,842	\$3,965	\$2,778	\$1,900	\$3,421	\$4,349	\$39,346
Ella Canavan Elementary	\$2,245	\$1,935	\$1,587	\$1,889	\$1,998	\$1,807	\$2,402	\$2,441	\$1,958	\$1,741	\$3,195	\$2,702	\$25,900
Fenn Elementary	\$1,655	\$1,853	\$1,913	\$1,681	\$1,795	\$1,865	\$1,625	\$1,996	\$1,692	\$1,172	\$2,069	\$2,280	\$21,595
Garfield Elementary	\$2,344	\$2,032	\$2,438	\$2,248	\$2,612	\$2,060	\$2,410	\$2,501	\$1,715	\$2,158	\$3,668	\$2,524	\$28,709
Heritage Elementary	\$3,185	\$2,850	\$3,841	\$3,099	\$4,658	\$3,240	\$2,783	\$3,419	\$2,062	\$2,278	\$3,871	\$3,381	\$38,666
Medina High School	\$44,547	\$38,573	\$40,438	\$36,698	\$38,816	\$35,663	\$28,503	\$40,612	\$35,249	\$30,842	\$39,703	\$46,403	\$456,047
Kindergarten Center	\$410	\$541	\$597	\$684	\$889	\$665	\$697	\$1,218	\$1,219	\$552	\$1,963	\$458	\$9,894
Root Middle	\$8,877	\$6,430	\$7,183	\$5,572	\$8,345	\$4,508	\$8,535	\$9,282	\$7,365	\$8,812	\$8,881	\$8,836	\$92,626
Total Cost \$	\$70,982	\$60,927	\$65,264	\$58,710	\$66,253	\$56,521	\$53,858	\$69,381	\$57,501	\$53,212	\$71,693	\$75,232	\$759,534

Electricity Actual Performance Year Unit Cost \$/KWH

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	
Unit Cost \$/KWH													
Blake Elementary	\$0.101	\$0.090	\$0.090	\$0.088	\$0.088	\$0.094	\$0.099	\$0.107	\$0.103	\$0.119	\$0.100	\$0.096	
Claggett Middle	\$0.092	\$0.097	\$0.086	\$0.097	\$0.090	\$0.089	\$0.093	\$0.099	\$0.122	\$0.192	\$0.124	\$0.096	
Ella Canavan Elementary	\$0.110	\$0.119	\$0.106	\$0.098	\$0.123	\$0.098	\$0.119	\$0.118	\$0.143	\$0.259	\$0.107	\$0.109	
Fenn Elementary	\$0.098	\$0.101	\$0.093	\$0.100	\$0.095	\$0.093	\$0.096	\$0.103	\$0.114	\$0.161	\$0.121	\$0.100	
Garfield Elementary	\$0.096	\$0.090	\$0.085	\$0.088	\$0.084	\$0.089	\$0.100	\$0.110	\$0.103	\$0.112	\$0.096	\$0.101	
Heritage Elementary	\$0.096	\$0.091	\$0.101	\$0.087	\$0.098	\$0.107	\$0.113	\$0.194	\$0.140	\$0.104	\$0.108	\$0.104	
Medina High School	\$0.079	\$0.082	\$0.075	\$0.075	\$0.074	\$0.076	\$0.076	\$0.085	\$0.086	\$0.059	\$0.099	\$0.082	
Kindergarten Center	\$0.094	\$0.096	\$0.092	\$0.087	\$0.083	\$0.090	\$0.101	\$0.106	\$0.113	\$0.118	\$0.107	\$0.111	
Root Middle	\$0.125	\$0.101	\$0.098	\$0.114	\$0.089	\$0.133	\$0.132	\$0.131	\$0.101	\$0.158	\$0.123	\$0.119	

Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Electricity Savings

Electricity Baseline Units KWH													
	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
KWH													
Blake Elementary	55,963	56,148	62,143	57,260	64,937	57,598	54,730	49,757	39,910	35,765	43,898	58,456	636,566
Claggett Middle	37,864	40,909	45,358	51,364	52,663	46,870	41,769	40,309	27,705	26,800	33,322	40,606	485,539
Ella Canavan Elementary	25,152	25,493	31,183	31,311	27,254	23,661	23,369	19,942	18,291	18,070	18,000	22,822	284,549
Fenn Elementary	17,699	18,693	24,094	28,809	25,143	21,744	18,529	21,874	27,154	35,734	28,206	15,706	283,385
Garfield Elementary	26,729	26,632	27,194	30,544	28,542	27,798	28,567	31,686	49,565	16,179	23,814	25,133	342,382
Heritage Elementary	45,704	53,644	64,172	67,977	56,219	51,542	35,888	37,400	29,273	30,672	33,547	37,426	543,464
Medina High School	642,260	574,591	580,796	582,569	644,625	591,893	606,770	703,409	652,795	700,360	768,561	761,888	7,810,517
Kindergarten Center	8,064	8,992	10,251	12,544	12,050	10,451	9,130	8,226	6,356	6,525	6,996	7,375	106,958
Root Middle	94,709	97,475	108,144	110,339	112,494	100,790	85,091	74,368	45,645	44,955	66,673	78,668	1,019,350
Total KWH	954,144	902,577	953,335	972,717	1,023,927	932,348	903,843	986,969	896,695	915,060	1,023,018	1,048,080	11,512,712

Electricity Savings or (Shortfall) KWH													
	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
KWH													
Blake Elementary	13,409	17,388	22,526	14,694	21,603	22,877	13,726	12,874	6,372	4,332	(1,401)	13,617	162,018
Claggett Middle	744	7,629	2,478	20,804	15,383	8,310	11,049	149	4,985	16,880	5,802	(4,674)	89,539
Ella Canavan Elementary	4,832	9,173	16,223	10,860	10,646	5,261	3,129	(778)	4,611	12,541	(9,020)	(1,898)	65,580
Fenn Elementary	739	293	3,454	12,009	6,343	1,664	1,649	2,514	12,354	28,454	11,166	(7,174)	73,465
Garfield Elementary	2,369	4,072	(1,366)	5,399	(208)	4,758	4,447	8,886	32,885	6,366	1,789	173	69,569
Heritage Elementary	14,744	23,884	21,852	28,476	9,732	18,582	9,888	7,160	18,633	14,593	(1,425)	6,066	172,184
Medina High School	79,460	104,191	41,996	94,169	120,225	120,293	233,570	225,809	242,395	179,560	368,961	197,888	2,008,517
Kindergarten Center	3,704	3,352	3,771	4,664	1,370	3,051	2,250	(3,254)	(4,404)	1,845	(11,324)	3,255	8,278
Root Middle	23,829	34,035	34,864	61,299	18,654	66,790	20,611	3,648	(27,155)	(10,244)	(37,082)	4,428	193,677
Savings KWH	143,830	204,017	145,798	252,374	203,747	251,587	300,319	257,006	290,677	254,327	327,466	211,681	2,842,828
	113031	160811	143915	213328	159550	255129	198817	49623	255311	229867	118853	286943	

Electricity Savings or (Shortfall) \$													
	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
\$													
Blake Elementary	\$3,205	\$5,190	\$5,321	\$4,841	\$5,350	\$5,192	\$3,471	\$3,957	\$4,583	\$4,263	\$2,251	\$4,210	\$51,835
Claggett Middle	\$544	\$962	\$287	\$2,458	\$1,712	\$992	\$1,697	\$64	\$919	\$3,233	\$887	(\$584)	\$13,171
Ella Canavan Elementary	\$922	\$1,254	\$1,873	\$1,485	\$1,513	\$1,203	\$1,026	\$620	\$1,611	\$2,941	(\$80)	\$323	\$14,691
Fenn Elementary	\$671	\$30	\$392	\$1,423	\$652	\$450	\$250	\$377	\$1,668	\$4,580	\$1,356	(\$649)	\$11,200
Garfield Elementary	\$289	\$538	\$77	\$720	(\$10)	\$768	\$553	\$1,120	\$5,053	\$452	(\$1,705)	\$25	\$7,881
Heritage Elementary	\$1,795	\$2,899	\$3,030	\$3,776	\$1,602	\$2,196	\$1,253	\$809	\$3,611	\$2,045	(\$558)	\$735	\$23,193
Medina High School	\$10,892	\$10,287	\$17,041	\$18,878	\$19,771	\$19,352	\$27,110	\$20,875	\$24,199	\$19,741	\$36,659	\$16,281	\$241,087
Kindergarten Center	\$758	\$648	\$676	\$494	\$176	\$344	\$228	(\$406)	(\$365)	\$373	(\$1,110)	\$617	\$2,433
Root Middle	\$3,713	\$6,222	\$5,083	\$8,280	\$2,759	\$8,856	\$2,919	\$479	(\$3,401)	\$138	(\$684)	\$786	\$35,148
Savings \$	\$22,789	\$28,030	\$33,779	\$42,355	\$33,526	\$39,352	\$38,508	\$27,895	\$37,878	\$37,766	\$37,015	\$21,743	\$400,638

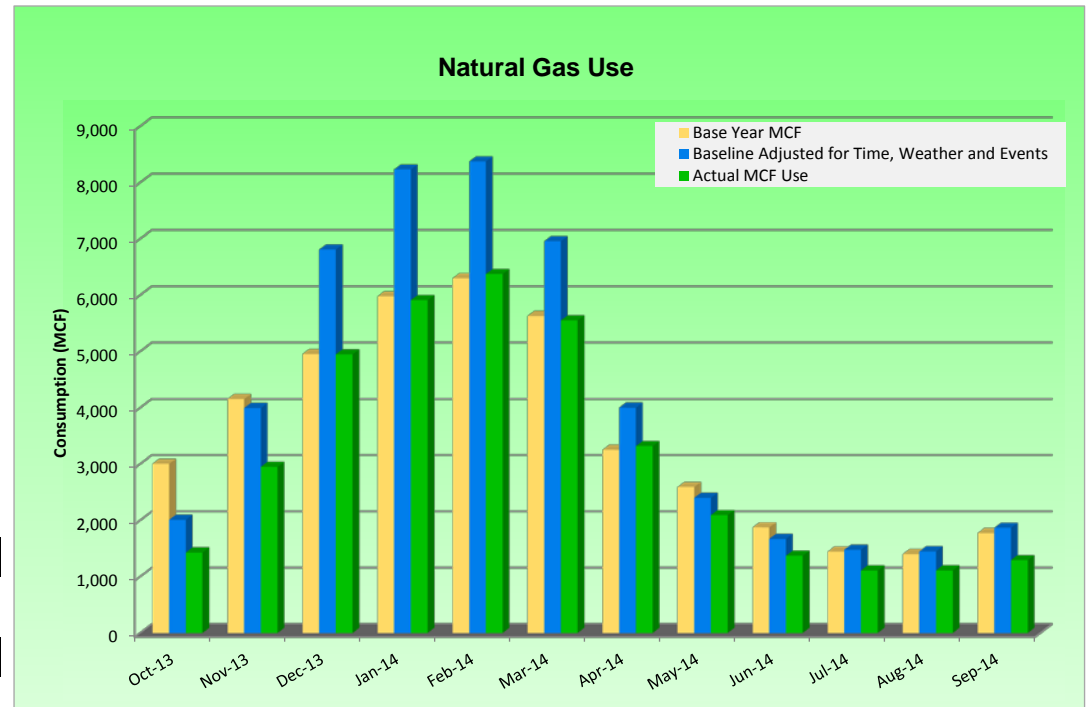
Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Natural Gas Summary

Natural Gas Used In Base Year	42,373	MCF
Adjustments for Time, Weather and Events	6,893	MCF
Baseline Usage	49,266	MCF
Actual Usage	37,467	MCF

Total MCF Saved	11,799
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Total Dollars Saved	\$139,551
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Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Natural Gas Savings

Natural Gas Base Year Units MCF

	October	November	December	January	February	March	April	May	June	July	August	September	Total
MCF													
Blake Elementary	3	52	134	258	184	267	179	51	44	11	3	25	1,211
Fenn Elementary	88	250	238	372	407	333	148	101	15	4	14	4	1,974
Garfield Elementary	118	248	300	402	476	376	124	111	3	3	2	3	2,166
Heritage Elementary	12	17	36	64	46	54	27	1	5	0	2	2	266
Medina High School	2,742	3,356	3,932	4,508	4,725	4,275	2,550	2,233	1,765	1,424	1,379	1,713	34,602
Root Middle	43	233	315	376	462	327	227	96	44	3	0	28	2,154
Total MCF	3,006	4,156	4,955	5,980	6,300	5,632	3,255	2,593	1,876	1,445	1,400	1,775	42,373

Natural Gas Base Year Cost \$

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Cost \$													
Blake Elementary	\$48	\$571	\$1,567	\$3,714	\$2,265	\$3,679	\$1,947	\$582	\$445	\$125	\$54	\$302	\$15,300
Fenn Elementary	\$752	\$2,671	\$2,765	\$5,311	\$4,939	\$4,553	\$1,600	\$1,114	\$159	\$53	\$165	\$60	\$24,141
Garfield Elementary	\$954	\$2,551	\$3,085	\$5,703	\$5,580	\$4,986	\$1,295	\$1,177	\$21	\$42	\$36	\$48	\$25,479
Heritage Elementary	\$112	\$182	\$412	\$926	\$558	\$734	\$296	\$26	\$62	\$16	\$36	\$37	\$3,396
Medina High School	\$22,664	\$35,483	\$45,205	\$63,965	\$56,940	\$58,043	\$27,140	\$24,096	\$16,629	\$13,055	\$14,586	\$18,848	\$396,654
Root Middle	\$376	\$2,491	\$3,651	\$5,358	\$5,602	\$4,470	\$2,440	\$860	\$435	\$43	\$16	\$353	\$26,096
Total Cost \$	\$24,906	\$43,948	\$56,685	\$84,978	\$75,885	\$76,464	\$34,718	\$27,855	\$17,751	\$13,334	\$14,893	\$19,648	\$491,066

Natural Gas Base Year Unit Cost \$/MCF

	October	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	
Unit Cost \$/MCF													
Blake Elementary	\$15.95	\$10.99	\$11.70	\$14.40	\$12.31	\$13.78	\$10.88	\$11.40	\$10.11	\$11.40	\$18.13	\$12.09	
Fenn Elementary	\$8.54	\$10.68	\$11.62	\$14.28	\$12.13	\$13.67	\$10.81	\$11.03	\$10.61	\$13.16	\$11.80	\$15.06	
Garfield Elementary	\$8.08	\$10.28	\$10.28	\$14.19	\$11.72	\$13.26	\$10.44	\$10.61	\$6.95	\$14.07	\$18.03	\$16.04	
Heritage Elementary	\$9.35	\$10.68	\$11.44	\$14.47	\$12.14	\$13.58	\$10.97	\$26.43	\$12.30	\$0.00	\$18.03	\$18.39	
Medina High School	\$8.27	\$10.57	\$11.50	\$14.19	\$12.05	\$13.58	\$10.64	\$10.79	\$9.42	\$9.17	\$10.58	\$11.00	
Root Middle	\$8.75	\$10.69	\$11.59	\$14.25	\$12.13	\$13.67	\$10.75	\$8.96	\$9.89	\$14.47	\$0.00	\$12.62	

Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Natural Gas Savings

Natural Gas Actual Performance Year Units MCF

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
MCF													
Blake Elementary	65	165	288	396	333	269	95	40	25	0	12	18	1,706
Fenn Elementary	50	189	420	592	647	491	159	72	16	11	7	11	2,665
Garfield Elementary	15	216	438	590	603	399	216	121	13	6	7	10	2,634
Heritage Elementary	6	53	115	171	221	124	56	15	2	2	1	3	769
Medina High School	1,230	2,116	3,295	3,689	3,991	3,808	2,523	1,727	1,294	1,078	1,072	1,232	27,055
Root Middle	64	210	393	474	579	462	270	119	22	13	12	20	2,638
Total MCF	1,430	2,949	4,949	5,912	6,374	5,553	3,319	2,094	1,372	1,110	1,111	1,294	37,467

Natural Gas Actual Performance Year Cost \$

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
Cost \$													
Blake Elementary	\$433	\$1,024	\$2,033	\$3,126	\$2,287	\$1,789	\$742	\$367	\$255	\$0	\$150	\$195	\$12,401
Fenn Elementary	\$354	\$1,100	\$2,450	\$4,138	\$5,085	\$3,324	\$1,100	\$581	\$189	\$149	\$115	\$145	\$18,729
Garfield Elementary	\$150	\$1,245	\$2,554	\$4,130	\$4,752	\$2,724	\$1,459	\$919	\$162	\$112	\$113	\$135	\$18,454
Heritage Elementary	\$94	\$366	\$746	\$1,269	\$1,806	\$916	\$439	\$178	\$81	\$81	\$73	\$87	\$6,138
Medina High School	\$6,712	\$11,270	\$18,457	\$25,172	\$30,742	\$24,999	\$15,900	\$11,618	\$9,022	\$7,386	\$6,737	\$7,943	\$175,959
Root Middle	\$434	\$1,211	\$2,299	\$3,279	\$4,500	\$3,133	\$1,795	\$904	\$235	\$164	\$150	\$209	\$18,313
Total Cost \$	\$8,176	\$16,217	\$28,538	\$41,115	\$49,172	\$36,886	\$21,435	\$14,566	\$9,943	\$7,892	\$7,338	\$8,713	\$249,994

Natural Gas Actual Performance Year Unit Cost \$/MCF

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	
Unit Cost \$/MCF													
Blake Elementary	\$6.67	\$6.21	\$7.06	\$7.89	\$6.87	\$6.65	\$7.81	\$9.16	\$10.19		\$12.49	\$10.81	
Fenn Elementary	\$7.08	\$5.82	\$5.83	\$6.99	\$7.86	\$6.77	\$6.92	\$8.07	\$11.79	\$13.54	\$16.43	\$13.17	
Garfield Elementary	\$9.97	\$5.76	\$5.83	\$7.00	\$7.88	\$6.83	\$6.75	\$7.59	\$12.49	\$18.60	\$16.14	\$13.48	
Heritage Elementary	\$15.68	\$6.91	\$6.49	\$7.42	\$8.17	\$7.39	\$7.84	\$11.85	\$40.65	\$40.62	\$73.39	\$29.05	
Medina High School	\$5.46	\$5.33	\$5.60	\$6.82	\$7.70	\$6.56	\$6.30	\$6.73	\$6.97	\$6.85	\$6.28	\$6.45	
Root Middle	\$6.78	\$5.77	\$5.85	\$6.92	\$7.77	\$6.78	\$6.65	\$7.60	\$10.67	\$12.62	\$12.49	\$10.44	

Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Natural Gas Savings

Natural Gas Baseline Units MCF

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
MCF													
Blake Elementary	3	172	313	320	337	228	122	60	36	0	21	40	1,652
Fenn Elementary	39	203	423	447	675	396	231	75	8	8	6	23	2,534
Garfield Elementary	17	215	502	621	680	496	242	78	3	4	3	13	2,873
Heritage Elementary	3	27	61	72	83	59	32	11	2	2	1	3	356
Medina High School	1,911	3,185	5,038	6,204	5,935	5,314	3,131	2,088	1,586	1,463	1,418	1,747	39,021
Root Middle	40	196	476	571	665	466	246	89	36	3	0	42	2,830
Total MCF	2,011	3,997	6,812	8,235	8,375	6,960	4,004	2,401	1,672	1,480	1,450	1,869	49,266

Natural Gas Savings or (Shortfall) MCF

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
MCF													
Blake Elementary	(62)	7	25	(76)	4	(41)	27	20	11	0	9	22	(54)
Fenn Elementary	(11)	14	3	(145)	28	(95)	72	3	(8)	(3)	(1)	12	(131)
Garfield Elementary	2	(1)	64	31	77	97	26	(43)	(10)	(2)	(4)	3	239
Heritage Elementary	(3)	(26)	(54)	(99)	(138)	(65)	(24)	(4)	0	0	0	0	(413)
Medina High School	681	1,069	1,743	2,515	1,944	1,506	608	361	292	385	346	515	11,966
Root Middle	(24)	(14)	83	97	86	4	(24)	(30)	14	(10)	(12)	22	192
Savings MCF	581	1,048	1,863	2,323	2,001	1,407	685	307	300	370	339	575	11,799

Natural Gas Savings or (Shortfall) \$

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
\$													
Blake Elementary	(\$993)	\$74	\$298	(\$1,101)	\$49	(\$562)	\$295	\$224	\$114	\$0	\$156	\$271	(\$1,176)
Fenn Elementary	(\$93)	\$151	\$33	(\$2,074)	\$346	(\$1,297)	\$773	\$33	(\$94)	(\$45)	(\$10)	\$185	(\$2,093)
Garfield Elementary	\$15	(\$12)	\$654	\$444	\$898	\$1,283	\$274	(\$454)	(\$121)	(\$44)	(\$69)	\$50	\$2,918
Heritage Elementary	(\$51)	(\$281)	(\$621)	(\$1,427)	(\$1,677)	(\$880)	(\$263)	(\$97)	\$0	\$0	\$0	\$0	(\$5,298)
Medina High School	\$5,627	\$11,304	\$20,036	\$35,683	\$23,424	\$20,454	\$6,475	\$3,896	\$2,752	\$3,533	\$3,665	\$5,663	\$142,512
Root Middle	(\$214)	(\$154)	\$958	\$1,386	\$1,045	\$52	(\$257)	(\$268)	\$153	(\$141)	(\$150)	\$277	\$2,687
Savings \$	\$4,291	\$11,080	\$21,357	\$32,912	\$24,085	\$19,050	\$7,296	\$3,334	\$2,803	\$3,304	\$3,592	\$6,446	\$139,551

Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

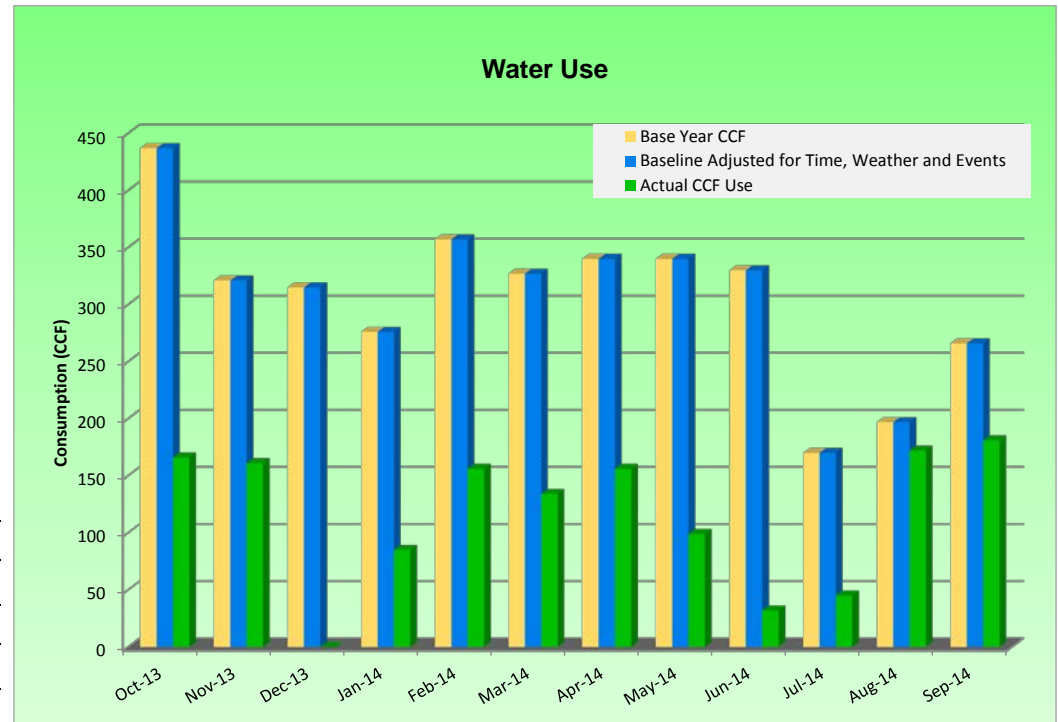
Water/Sewer Summary

Water Used In Base Year	3,676	CCF
Adjustments for Time, Weather and Events	0	CCF
Water Baseline Usage	3,676	CCF
Water Actual Usage	1,387	CCF

Total Water CCF Saved	2,289
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Total Water Dollars Saved	\$7,215
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Total Sewer Dollars Saved	\$18,093
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Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Water/Sewer Savings

Water Base Year Units CCF

	October	November	December	January	February	March	April	May	June	July	August	September	Total
CCF													
Claggett Middle	187	146	140	120	154	152	158	159	134	58	69	102	1,579
Garfield Elementary	250	175	175	156	203	175	182	181	196	112	128	164	2,097
Total CCF	437	321	315	276	357	327	340	340	330	170	197	266	3,676

Water Base Year Cost \$

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Cost \$													
Claggett Middle	\$327	\$256	\$245	\$210	\$270	\$266	\$277	\$278	\$235	\$102	\$121	\$179	\$2,763
Garfield Elementary	\$438	\$306	\$306	\$273	\$355	\$306	\$319	\$317	\$343	\$196	\$224	\$287	\$3,670
Total Cost \$	\$765	\$562	\$551	\$483	\$625	\$572	\$595	\$595	\$578	\$298	\$345	\$466	\$6,433

Water Base Year Unit Cost \$/CCF

	October	November	December	January	February	March	April	May	June	July	August	September	
Cost \$/CCF													
Claggett Middle	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	
Garfield Elementary	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	

Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Water/Sewer Savings

Water Actual Performance Year Units CCF

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
CCF													
Claggett Middle	63	64	0	0	51	54	62	38	16	25	85	63	521
Garfield Elementary	103	97	0	85	105	80	94	61	16	20	87	118	866
Total CCF	166	161	0	85	156	134	156	99	32	45	172	181	1,387

Water Actual Performance Year Cost \$

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
Cost \$													
Claggett Middle	\$202	\$208	\$0	\$176	\$182	\$188	\$204	\$155	\$105	\$128	\$260	\$213	\$2,022
Garfield Elementary	\$280	\$275	\$0	\$250	\$291	\$240	\$269	\$202	\$105	\$116	\$264	\$330	\$2,622
Total Cost \$	\$482	\$483	\$0	\$426	\$473	\$428	\$473	\$357	\$211	\$244	\$524	\$544	\$4,644

Water Actual Performance Year Unit Cost \$/CCF

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	
Cost \$/CCF													
Claggett Middle	\$3.20	\$3.25	#DIV/0!	#DIV/0!	\$3.56	\$3.48	\$3.29	\$4.09	\$6.58	\$5.14	\$3.06	\$3.39	
Garfield Elementary	\$2.72	\$2.83	\$0.00	\$2.95	\$2.77	\$3.00	\$2.86	\$3.31	\$6.58	\$5.78	\$3.04	\$2.80	

Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Water/Sewer Savings

Water Baseline Units CCF

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
CCF													
Claggett Middle	187	146	140	120	154	152	158	159	134	58	69	102	1,579
Garfield Elementary	250	175	175	156	203	175	182	181	196	112	128	164	2,097
Total CCF	437	321	315	276	357	327	340	340	330	170	197	266	3,676

Water Savings or (Shortfall) CCF

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
CCF													
Claggett Middle	124	82	140	120	103	98	96	121	118	33	(16)	39	1,058
Garfield Elementary	147	78	175	71	98	95	88	120	180	92	41	46	1,231
Savings CCF	271	160	315	191	201	193	184	241	298	125	25	85	2,289

Water Savings or (Shortfall) \$

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
\$													
Claggett Middle	\$397	\$267	\$0	\$0	\$367	\$341	\$316	\$495	\$776	\$169	(\$49)	\$132	\$3,211
Garfield Elementary	\$400	\$221	\$0	\$209	\$271	\$285	\$251	\$397	\$1,184	\$531	\$125	\$129	\$4,004
Savings \$	\$796	\$487	\$0	\$209	\$639	\$626	\$567	\$892	\$1,960	\$701	\$76	\$261	\$7,215

Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Water/Sewer Savings

Sewer Base Year "Units"

	October	November	December	January	February	March	April	May	June	July	August	September	Total
"Units"													
Claggett Middle	0	127	0	127	0	127	0	127	0	127	0	127	760
Garfield Elementary	0	43	0	43	0	43	0	43	0	43	0	43	257
Medina High School													
Total "Units"	0	169	0	169	0	169	0	169	0	169	0	169	1,017

Sewer Base Year Cost \$

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Cost \$													
Claggett Middle	\$0	\$2,817	\$0	\$2,817	\$0	\$2,817	\$0	\$2,817	\$0	\$2,817	\$0	\$2,817	\$16,900
Garfield Elementary	\$0	\$954	\$0	\$954	\$0	\$954	\$0	\$954	\$0	\$954	\$0	\$954	\$5,727
Medina High School													
Total Cost \$	\$0	\$3,771	\$0	\$3,771	\$0	\$3,771	\$0	\$3,771	\$0	\$3,771	\$0	\$3,771	\$22,627

Sewer Base Year Unit Cost \$/"Unit"

	October	November	December	January	February	March	April	May	June	July	August	September	
Cost \$/"Unit"													
Claggett Middle		\$22.25		\$22.25		\$22.25		\$22.25		\$22.25		\$22.25	
Garfield Elementary		\$22.25		\$22.25		\$22.25		\$22.25		\$22.25		\$22.25	
Medina High School													

Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Water/Sewer Savings

Sewer Actual Performance Year "Units"

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
"Units"													
Claggett Middle	0	30	0	30	0	30	0	30	0	30	0	30	180
Garfield Elementary	0	38	0	38	0	38	0	37	0	37	0	37	224
Medina High School													
Total "Units"	0	68	0	68	0	68	0	67	0	67	0	67	404

Sewer Actual Performance Year Cost \$

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
Cost \$													
Claggett Middle	\$0	\$885	\$0	\$885	\$0	\$885	\$0	\$885	\$0	\$885	\$0	\$885	\$5,307
Garfield Elementary	\$0	\$1,100	\$0	\$1,100	\$0	\$1,100	\$0	\$1,100	\$0	\$1,100	\$0	\$1,100	\$6,599
Medina High School													
Total Cost \$	\$0	\$1,984	\$0	\$1,984	\$0	\$1,984	\$0	\$1,984	\$0	\$1,984	\$0	\$1,984	\$11,907

Sewer Actual Performance Year Unit Cost \$/"Unit"

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	
Cost \$/"Unit"													
Claggett Middle	\$0.00	\$29.25	\$0.00	\$29.25	\$0.00	\$29.25	\$0.00	\$29.75	\$0.00	\$29.75	\$0.00	\$29.75	
Garfield Elementary	\$0.00	\$29.25	\$0.00	\$29.25	\$0.00	\$29.25	\$0.00	\$29.75	\$0.00	\$29.75	\$0.00	\$29.75	
Medina High School													

Medina City Schools ~ Performance Year 5 ~ October 2013 - September 2014

Water/Sewer Savings

Sewer Baseline "Units"

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
"Units"													
Claggett Middle	0	127	0	127	0	127	0	127	0	127	0	127	760
Garfield Elementary	0	43	0	43	0	43	0	43	0	43	0	43	257
Medina High School													
Total "Units"	0	169	0	169	0	169	0	169	0	169	0	169	1,017

Sewer Savings or (Shortfall) "Units"

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
"Units"													
Claggett Middle	0	96	0	96	0	96	0	97	0	97	0	97	580
Garfield Elementary	0	5	0	5	0	5	0	6	0	6	0	6	34
Medina High School													
Savings "Units"	0	102	0	102	0	102	0	103	0	103	0	103	613

Sewer Savings or (Shortfall) \$

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
\$													
Claggett Middle	\$0	\$2,818	\$0	\$2,818	\$0	\$2,818	\$0	\$2,882	\$0	\$2,882	\$0	\$2,882	\$17,099
Garfield Elementary	\$0	\$155	\$0	\$155	\$0	\$155	\$0	\$176	\$0	\$176	\$0	\$176	\$993
Medina High School													
Savings \$	\$0	\$2,973	\$0	\$2,973	\$0	\$2,973	\$0	\$3,058	\$0	\$3,058	\$0	\$3,058	\$18,093

Appendix B

Energy Performance Agreements

Energy Performance Agreement

**Between
The Board of Education of the
Medina City School District
as Owner or Customer**

and

**The Brewer-Garrett Company
As Contractor**

Dated as of August 31, 2007

ENERGY PERFORMANCE AGREEMENT

This Energy Performance Agreement (the "Agreement") is made and entered into as of this _31st day of August, 2007, by and between *the Board of Education of the Medina City School District* (the "Owner" or "Customer") and The Brewer-Garrett Company (the "Contractor"), an *Ohio* company, for the purpose of the sale and installation of certain energy saving equipment ("Equipment"), described in Schedule A (Design-Build Agreement) designed to save energy and reduce related costs for certain property and buildings owned by Customer (the "Premises") as described in Schedule B (Description of the Premises).

WITNESSETH

WHEREAS, Contractor has developed or become knowledgeable about certain procedures for controlling energy and water consumption through the use of engineering analyses and devices installed and maintained on the premises of its customers; and

WHEREAS, Contractor has made an assessment of the energy consumption characteristics of the Premises, which Customer has approved; and

WHEREAS, Customer owns and operates the Premises, and is in need of energy and water saving equipment and services designed to reduce consumption and associated costs at said Premises; and

WHEREAS, Customer applied to the Ohio School Facilities Commission for approval of the energy conservation project described in this Agreement and the project was approved by the Commission on July 26, 2007, as Project No. 1069, and the Contractor's proposal, included in Appendix A and upon which this Agreement is based, is consistent with the scope of the approved project; and

WHEREAS, Customer desires to retain Contractor to sell to it and install certain energy and water efficiency equipment of the type or class described in Schedule A (Design-Build Agreement) and to provide other services for the purpose of achieving energy cost reductions within Premises, as more fully set forth herein, all of which are within the scope of the approved HB 264 Project No. 1069; and

WHEREAS, Contractor has selected the Equipment on the basis of competitive quality, compliance with Contractor's specifications, and price;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Customer and Contractor hereto covenant and agree as follows:

1. PURCHASE AND SALE

- 1.1. Customer agrees to purchase and Contractor agrees to provide the Equipment, together with installation and other services as provided herein, on the terms and conditions of this Agreement.
- 1.2. Contractor will provide the work identified on Schedule A (Design-Build Agreement).

2. ENERGY MANAGEMENT PLAN

- 2.1. Plan Details - Contractor will provide an energy management plan as more fully described on Schedule F – Savings Calculation Formulae; Methodology to Adjust Baseline.
- 2.2. Schedules, Exhibits and Appendices - This Agreement incorporates and makes a part hereof certain Schedules and Exhibits listed in Section 40 (Schedules and Exhibits) of this Agreement which determines the precedence of the Schedules and Exhibits relative to each other and to this Agreement in the event of conflict.
- 2.3. Other Documents - This Contract incorporates herein and makes a part hereof the Design-Build Agreement set forth in Schedule A (Design-Build Agreement) and Special Provisions as set forth in Section 38 (Special Provisions), as well as the Contractor Proposal for this Project labeled as Appendix A (Contractor Proposal).

3. ENERGY USAGE RECORDS AND DATA

- 3.1. Customer has furnished and shall continue to furnish (or authorize its energy suppliers to furnish) during the Term of this Agreement to Contractor, upon its request, all of its records and complete data concerning energy and water usage and related maintenance for the Premises.

4. PERFORMANCE, COMMENCEMENT DATE AND TERM OF AGREEMENT

- 4.1. Performance Commencement Date - The Performance Commencement Date shall be the first day of the month after the month in which all schedules are in final form and accepted by Customer, and when Contractor shall have delivered a Notice to Customer that it has installed and commenced operating all of the Equipment specified in Schedule A (Design-Build Agreement).
- 4.2. Performance Term of Agreement - Unless otherwise terminated pursuant to the terms of this Agreement, the Performance Term of this Agreement shall begin with the Performance Commencement Date and continue for the period of time described in Schedule C – Energy & Operational Savings Guarantee. This Agreement shall be effective and binding upon the Customer and the Contractor immediately upon its execution. The period from contract execution until the Performance Commencement Date shall be known as the "Interim Period". All Energy and Operational Savings achieved during the Interim Period will be considered as

Energy and Operational Savings provided under the Contractor Energy and Operational Savings Guarantee.

5. BASIS OF COMPENSATION

- 5.1. Contractor Compensation and Fees - Customer shall pay Contractor the Contract Price in accordance with Schedule A - Design-Build Agreement – Article 4.
- 5.2. Contractor Monitoring Fees - Throughout the Term of this Agreement, or until the Contractor Monitoring Agreement is cancelled by Customer, Customer shall pay the Contractor an annual fee according to Schedule D (Contractor Monitoring Agreement) for monitoring the Energy and Operational Savings. Annual guaranteed Energy and Operational Savings achieved shall be sufficient to cover any and all fees to be paid to Contractor for the provisions of Schedule D (Contractor Monitoring Agreement).

6. ENERGY & OPERATIONAL SAVINGS GUARANTEE

- 6.1. Energy and Operational Savings Guarantee - Subsequent to the Performance Commencement Date and throughout the Performance Term of this Agreement, a guarantee, if any, by the Contractor of Annual Energy and Operational Savings will apply and is detailed in Schedule C (Energy and Operational Savings Guarantee).
 - 6.1.1. This guarantee is achieved as a result of the installation and operation of the Equipment and, if required, provision of services provided for in this Agreement as specified in Schedule D - Contractor's Monitoring Agreement and in accordance with the savings as set forth in Schedule F - Savings Measurement and Calculation Formulae; Methodology to Adjust Baseline and Schedule G – Operational Savings Calculation. The Operational Savings Calculation detailed in Schedule G is stipulated by the Customer and the Contractor to be annual savings resulting from performance under this Agreement and is not subject to audit.
 - 6.1.2. This Energy and Operational Savings Guarantee is subject to the satisfactory performance by Customer of all its obligations under this Agreement including, without limitation, adjustment in accordance with Section 17 (Material Changes) hereunder. In the event this Agreement is terminated due to an uncured Event of Default by Customer, this Energy and Operational Savings Guarantee shall be cancelled.
- 6.2. Annual Review and Reimbursement/Reconciliation - The Performance Guarantee will commence upon the Performance Commencement Date as described in paragraph 4.1. The savings generated during the Interim Period will be added to the first year savings and included in the first year audit.

6.2.1. If the determination of energy savings in accordance with Schedule F during a guarantee year exceeds the guaranteed savings amount the excess savings will either be carried forward and added to the savings generated during any future year or, at the option of the Contractor, will be billed to the Customer as recovery of amounts previously paid by Contractor to the Customer for prior guarantee year savings shortfalls. In the event any guarantee years determination of energy savings in accordance with Schedule F, including all excess savings from previous years, do not meet the guaranteed savings amount for that year the Customer may:

6.2.1.1. Request a check from Contractor equal to the difference. This request must be made within 60 days of the last day of guarantee year or receipt of the years audit, whichever is later, or

6.2.1.2. Carry forward negative balance to be considered in the following audit's balance.

6.2.2. Energy-related savings shall be measured and/or calculated as specified in Schedule E (Baseline Energy Consumption) and Schedule F (Savings Measurement and Calculation Formulae; Methodology to Adjust Baseline)

6.3. Monitoring Information Procedure - Energy and Operational Savings shall be calculated each **Month** in the following manner:

6.3.1. By the **30th** day after receipt, Customer shall provide Contractor with copies of all energy bills for the Premises that Customer shall have received for the preceding month;

6.3.2. Upon receipt of the required information, Contractor shall calculate the savings in accordance with the agreed-upon calculation formulae in Schedule F (Savings Measurement and Calculation Formulae; Methodology to Adjust Baseline).

6.4. Late Payment - Payments due either party for monitoring or guarantee hereunder shall be due and payable within thirty (30) days of the invoice date. Interest shall accrue on any past due balance owed to either party hereunder at the rate of one percent (1%) per month (or the highest rate not prohibited by law, whichever is lower). This remedy shall be in addition to, and not exclusive of, any other remedy available under this Agreement or applicable law.

7. MODIFICATION, UPGRADING OR ALTERING OF THE EQUIPMENT

7.1. Customer Modifications - During the Term of this Agreement, Customer will not, without the prior written consent of Contractor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended functions, value or use of the Equipment without Contractor's prior written approval, which shall not be unreasonably withheld.

7.2. Contractor Modifications - Contractor shall at all times have the right, subject to Customer's prior written approval, which approval shall not be unreasonably withheld, to change the

Equipment, revise any procedures for the operation of the equipment or implement other energy saving actions in the Premises, provided that:

- 7.2.1. the Contractor complies with the Standards of Performance and services set forth in Schedule I: Standards of Performance herein;
 - 7.2.2. such modifications or additions to, or replacement of the Equipment, and any operational changes, or new procedures are necessary to enable the Contractor to achieve the Energy and Operational Savings at the Premises and;
 - 7.2.3. any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the responsibility of the Contractor.
- 7.3. All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to the Customer for approval, which shall not be unreasonably withheld, provided that any replacement of the Equipment shall have equal or better potential to reduce energy consumption at the Premises than the Equipment being replaced. All replacements of and alterations or additions to the Equipment shall become part of the Equipment described in Schedule A (Design-Build Agreement).

8. UTILITY BILLING METHODS

- 8.1. The Customer and Contractor acknowledge that the value of the energy savings will be derived from the measured data and engineering formulae as described on Schedule F – Savings Calculation Formulae; Methodology to Adjust Baseline, and multiplied by the applicable energy rate paid during the Guarantee Year, or the Base Year energy rate, whichever is more, to calculate the Energy Savings.

9. ENVIRONMENTAL REQUIREMENTS

- 9.1. Excluded Material and Activities - Contractor shall be responsible for any hazardous or other materials, including, without limitation, those listed in this Section 9.1 (Excluded Material and Activities) that it may bring to the Premises. Contractor shall not be responsible for any hazardous or other materials as discussed in Schedule A (Design-Build Agreement).

10. ACCEPTANCE TESTING

- 10.1. Modification of Schedules - To ensure this Agreement and its Schedules properly account for as-installed conditions, which conditions may vary from the pre-installation analyses, the Contractor shall re-validate or modify the Schedules.
- 10.2. Systems Startup and Equipment Commissioning - The Contractor shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment prior to acceptance of the project by Customer. Testing shall be designed to determine if the Equipment is functioning in accordance with both its published specifications and the Schedules to this Agreement, and to determine if all building systems, subsystems or components are functioning properly within the new integrated environment. The Contractor shall provide notice to the Customer of the scheduled test(s) and the Customer and/or its designees shall have the right to be present at any or all such tests conducted by Contractor and/or manufacturers of the Equipment.

11. WARRANTIES

- 11.1. Manufacturers and Lighting Retrofit Warranties - All equipment and materials shall be applied, used and installed in accordance with the standards and instructions provided by the manufacturer of such products to ensure that the terms and conditions of all applicable manufacturer warranties are complied with.

12. CONTRACTING MATTERS

- 12.1. Matters regarding Permits & Approvals, Coordination, Professional Services, Ownership & Use of Documents, Insurance and Performance Bond Requirements, if any, are detailed in Schedule A – Design-Build Agreement.

13. OWNERSHIP

- 13.1. Ownership of Existing Equipment - Ownership of the equipment and materials existing at the Premises at the time of execution of this Agreement shall remain the property of Customer even if it is replaced or its operation made unnecessary by work performed by Contractor pursuant to this Agreement. Under no circumstance shall Contractor be obligated to dispose of or take responsibility for any materials identified in Section 9 of this Agreement.
- 13.2. Ownership of Measurement and Verification Equipment - Customer agrees to provide rent-free space for the location of equipment required to provide the ongoing measurement of energy and water savings (the "Metering Equipment"). If required, Customer shall provide and maintain a non-dedicated telephone line to facilitate remote monitoring of the Equipment. Customer shall not by virtue of this Agreement, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the verification of savings by Contractor.

14. LOCATION AND ACCESS

- 14.1. Contractor Access - Customer shall provide access to the Premises for Contractor to perform any function related to this Agreement during regular business hours, or such other reasonable hours as may be requested by Contractor and acceptable to the Customer. Contractor shall be granted immediate access to make emergency repairs or corrections as it may, in its discretion, determine are needed. Contractor's access to the Premises to make emergency repairs or corrections, as it may determine are needed, shall not be unreasonably restricted by Customer.

15. EQUIPMENT SERVICE

- 15.1. Malfunctions and Emergencies - Customer shall use its best efforts to notify the Contractor or its designated subcontractor within twenty-four (24) hours after the Customer's actual knowledge and occurrence of:
- 15.1.1. any malfunction in the operation of the Equipment or any preexisting energy related equipment that might materially impact upon the savings or savings guarantee,
 - 15.1.2. any interruption or alteration to the energy supply to the Premises, or
 - 15.1.3. any alteration or modification in any energy-related equipment or its operation.
- 15.2. Customer shall notify Contractor within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the Equipment. If such malfunction, interruption, or alteration occurs during the Warranty Period, Contractor shall respond to any such notice within twenty-four (24) hours and shall promptly thereafter proceed with corrective measures. Any telephonic notice of such conditions by Customer shall be followed within three business days by written notice to Contractor from Customer. If Customer unreasonably delays in so notifying Contractor of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, Contractor may charge Customer for its loss, due to the delay, associated with the guaranteed savings under this Agreement for the particular time period.
- 15.3. Actions by Customer - During the term of this Agreement, Customer shall not move, remove, modify, alter, or change in any way the Equipment or any part thereof without the prior written approval of Contractor except as set forth in Schedule K (Customer's Maintenance Responsibilities). Notwithstanding the foregoing, Customer may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify Contractor before taking any such actions. In the event of such an emergency, Customer shall take reasonable steps to protect the Equipment from damage or injury. Customer agrees to maintain the Premises in good repair and to protect and preserve all portions thereof, which may in any way affect the operation or maintenance of the Equipment, all in accordance with the same standard of care the Customer applies to the Premises generally, that of a reasonably prudent owner.

- 15.4. Building Codes and Overrides - The various obligations and commitments undertaken by Contractor in this Agreement are based in part on the assumption that the Customer's premises are and will remain in full compliance with all applicable building codes and that all equipment of the Customer will be maintained in proper operating condition. In the event that:
- 15.4.1. building codes are not being adhered to or that Customer's equipment is not being maintained in proper operating condition, or
 - 15.4.2. Customer disables, disconnects, or otherwise ceases to use or overrides any or all services or equipment provided by Contractor under this agreement, then
 - 15.4.3. Contractor, at its sole option, shall a) be entitled to make such adjustments as may be necessary to the calculations used to determine energy savings in order to reflect the effects of non-compliance with building codes and/or improper operating condition of Customer's equipment, or b) cancel this agreement.

16. STANDARDS OF PERFORMANCE

- 16.1. During the term of this Agreement, Customer will maintain and operate the Equipment in a manner that will provide the standards of heating, cooling, hot water, lighting and other systems as described in Schedule I (Standards of Performance).

17. MATERIAL CHANGES

- 17.1. Material Change Defined - A Material Change shall include any change in or to the Premises, whether structural, operational or otherwise in nature which reasonably could be expected to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in Schedule E (Baseline Energy Consumption) and Schedule F (Savings Measurement and Calculation Formulae; Methodology to Adjust Baseline). Actions by the Customer that may result in a Material Change include but are not limited to the following:
- 17.1.1. manner of use of the Premises by the Customer; or
 - 17.1.2. hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or
 - 17.1.3. permanent changes in the comfort and service parameters set forth in Schedule I (Standards of Performance); or
 - 17.1.4. occupancy of the Premises; or
 - 17.1.5. structure of the Premises; or
 - 17.1.6. types and quantities of equipment used at the Premises or
 - 17.1.7. modification, renovation or construction at the Premises; or
 - 17.1.8. the Customer's failure to provide maintenance of and repairs to the Equipment in accordance with 15.4, 16.1 and Schedule K (Customer's Maintenance Responsibilities); or
 - 17.1.9. casualty or condemnation of the Premises or Equipment, or

- 17.1.10. changes in utility provider or utility rate classification, or
 - 17.1.11. any other conditions other than climate affecting energy or water use at the Premises.
- 17.2. In the event a Material Change occurs during either the base line period or during the guarantee period Contractor shall calculate and send the Customer a notice of adjustment to the base line amount to reflect such changes. The adjustment shall become effective as of the date of occurrence of the Material Change.
- 17.3. Reported Material Changes; Notice by Customer - The Customer shall use its best efforts to deliver to the Contractor a written notice describing all actual or proposed Material Changes in the Premises or in the operations of the Premises at least 21 days before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or other unplanned event. Notice to the Contractor of Material Changes which result because of a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by the Customer within twenty-four (24) hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Customer to have occurred.

18. CONDITIONS BEYOND CONTROL OF THE PARTIES

- 18.1. If a party ("performing party") shall be unable to reasonably perform any of its obligations under this Contract due to acts of God, insurrections or riots, labor strikes, materials or labor shortages, or similar events, this Agreement shall at the other party's option remain in effect but the obligations of both parties shall be suspended until the said events shall have ended.

19. EVENTS OF DEFAULT

- 19.1. Events of Default by Customer - Each of the following events or conditions shall constitute an "Event of Default" by Customer:
- 19.1.1. Significant changes in the use, structure or operating conditions of the facility without 30 days prior notification of and agreement by Contractor, or
 - 19.1.2. Additions, deletions or material alterations of equipment, or
 - 19.1.3. Unreasonable restrictions upon Contractor that affect its ability to render services, or
 - 19.1.4. Untimely receipt of energy information as required by section 6.3 of this Agreement.
 - 19.1.5. any failure by Customer to pay Contractor any sum due hereunder for a period of more than thirty (30) days after written notification by Contractor that Customer is delinquent in making payment;
 - 19.1.6. any other material failure by Customer to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after notice to Customer demanding that such failures to perform be cured or if such cure cannot be effected in such thirty (30) days, Customer shall be deemed to have cured default upon the commencement of a cure within such thirty (30) days and diligent subsequent completion thereof;

- 19.1.7. any representation or warranty furnished by Customer in this Agreement that was false or misleading in any material respect when made, including any representation about energy consumption used by Contractor to calculate savings to be obtained under this Agreement;
- 19.1.8. The filing of a bankruptcy petition whether by Customer or its creditors against Customer which proceeding shall not have been dismissed within 90 days of its filing, or an Involuntary assignment for the benefit of all creditors of the liquidation of Customer.
- 19.2. Events of Default by Contractor - Each of the following events or conditions shall constitute an "Event of Default" by Contractor:
 - 19.2.1. the Standards of Performance and service set forth in Schedule I (Standards of Performance) are not provided due to failure of Contractor to properly design or install the Equipment except that such failure, if corrected or cured within ninety (90) days after written notice by Customer to Contractor demanding that such failure be cured, shall be deemed cured for purposes of this Contract.
 - 19.2.2. any representation or warranty furnished by Contractor in this Contract is false or misleading in any material respect when made;
 - 19.2.3. provided that the operation of the facility is not adversely affected and provided that the Standards of Performance in Schedule I (Standards of Performance) are maintained, any failure by Contractor to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein except that such failure, if corrected or cured within ninety (90) days after written notice to Contractor demanding that such failure to perform be cured, shall be deemed cured for purposes of this Agreement;
 - 19.2.4. the filing of a bankruptcy petition whether by Contractor or its creditors against Contractor which proceeding shall not have been dismissed within 90 days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of Contractor.

20. REMEDIES UPON DEFAULT

- 20.1. Remedies upon Default by Customer - In the Event of Default by Customer, Contractor may, without waiver of other remedies which exist in law or equity,
 - 20.1.1. exercise any and all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of damages, which shall include all costs and expenses reasonably incurred, including reasonable attorney fees provided, however, that such recovery shall not exceed the amount of funds encumbered through the 5705.41 and 5705.412 certificates prepared for and attached to this Agreement;
 - 20.1.2. terminate this Agreement.
- 20.2. Remedies Upon Default by Contractor - In the Event of Default by Contractor, Customer may, without waiver of other remedies which exist in law or equity,
 - 20.2.1. exercise any and all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific

- performance, and/or for the recovery of damages, which shall include all costs and expenses reasonably incurred, including reasonable attorney fees;
- 20.2.2. terminate this Agreement.

21. ASSIGNMENT

- 21.1. Assignment by Contractor - The Contractor acknowledges that the Customer is induced to enter into this Agreement by, among other things, the professional qualifications of the Contractor. The Contractor agrees that except as provided below, neither this Agreement nor any right of obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of the Customer.
 - 21.1.1. Notwithstanding the foregoing, in the event of a sale, transfer, or reorganization of Contractor as an entity, Contractor shall have the right to assign all of its rights and delegate all of its duties under or pursuant to this Agreement without any prior consent or approval of Customer.
 - 21.1.2. The Contractor may, with prior written approval of the Customer, which consent shall not be unreasonably withheld, utilize subcontractors, provided that any subcontractor(s) shall fully comply with the terms of this Agreement.
- 21.2. Assignment by Customer - Customer may not transfer or assign this Agreement and its rights and obligations herein to a successor or purchaser of the Premises or an interest therein without the consent of Contractor, which shall not be unreasonably withheld.

22. REPRESENTATIONS AND WARRANTIES

- 22.1. The Customer and the Contractor each warrants and represents to the other that:
 - 22.1.1. it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
 - 22.1.2. its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, its organic instruments, and this Agreement has been duly executed and delivered for it by the signatories so authorized and it constitutes its legal, valid, and binding obligation;
 - 22.1.3. its execution, delivery, and performance of this Agreement will not result in a breach or violation of, or constitute a default under any Agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
 - 22.1.4. it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

23. ADDITIONAL REPRESENTATIONS OF THE PARTIES.

23.1. By Contractor - Contractor hereby warrants, represents and promises that:

23.1.1. before commencing performance of this Agreement:

23.1.1.1. Contractor shall have become licensed or otherwise permitted to do business in the State in which the project is located.

23.1.1.2. Contractor shall have provided proof and documentation of all required insurance and bonds pursuant to this Agreement.

23.1.2. Contractor shall make available, upon reasonable request, documents relating to its performance under this Agreement, including contracts and subcontracts it shall enter into;

23.1.3. Contractor shall use subcontractors who are qualified, licensed and bonded in this State to perform the work so subcontracted pursuant to the terms hereof;

23.1.4. Contractor has all requisite authority to license the use of proprietary property, both tangible and intangible, contemplated by this Agreement;

23.1.5. That Contractor is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Installation and perform its obligations under this Agreement.

23.2. By Customer - Customer hereby warrants, represents and promises that:

23.2.1. Customer has provided or shall provide timely to Contractor, all records relating to energy and water usage and energy-related maintenance of Premises requested by Contractor and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be true and accurate in all material respects; and

23.2.2. Customer has not entered into any prior leases, contracts or agreements with other persons or entities regarding the leasing or acquisition of water or energy efficiency equipment or the provision of energy management services for the Premises or with regard to servicing any of the energy related equipment located in the Premises that would encroach upon the scope of this contract. Customer shall provide Contractor with copies of any successor or additional leases of energy efficiency equipment and contracts for management or servicing of preexisting equipment at Premises that may be executed from time to time hereafter within seven days after execution thereof.

24. BONDS

24.1. Energy Guarantee Bonds - Owner may require the Contractor to furnish a bond covering the energy savings guarantee of the Agreement. If so required, Contractor will provide the price and terms of the bond to Owner and Owner will pay for the bond, without markup by the Contractor.

25. COMPLIANCE WITH LAW AND STANDARD PRACTICES

25.1. Contractor shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and

safety practices and in compliance with any and all reasonable rules of Customer relative to the Premises.

26. NO WAIVER

26.1. The failure of Contractor or Customer to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of Contractor or Customer.

27. SEVERABILITY

27.1. In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not effect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or unconscionable or unlawful.

28. COMPLETE AGREEMENT

28.1. This Agreement, when executed, together with all Schedules attached hereto or to be attached hereto, as provided for by this Agreement shall constitute the entire Agreement between both parties, supercedes all prior negotiations, representations or agreements, either oral or written, and this Agreement may not be amended, modified, or terminated except by a written Agreement signed by the parties hereto.

29. FURTHER DOCUMENTS

29.1. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

30. APPLICABLE LAW

30.1. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the courts of the State of Ohio or to the extent permitted by law, the federal courts located in Ohio shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

31. NOTICE AND CONSENT

- 31.1. Addresses - All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given if delivered to the Person or to a member of the Person for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, or sent by facsimile transmission or electronic mail to the appropriate following addresses:

If to the Owner: Board of Education of the
Medina City School District
120 W. Washington St.
Medina, Ohio 44256
Attention: Jon Burkhardt
Business Manager
Voice: 330.636.3010
jburkhart@mail.mcsd.org

If to the Contractor: The Brewer-Garrett Company
6800 Eastland Road
Middleburg Heights, Ohio 44130
Attention: Mike Djordjevic
Construction General Manager
Voice: 440.243.3535
mdjordjevic@brewer-garrett.com

The Customer and Contractor may change their designated representative for receipt of notices by notifying the other party in writing of the change and providing the appropriate contact information for the new representative.

- 31.2. Additional Notices - A copy of all notices, certificates, requests or other communications to the Owner shall be sent to the Authorized Representative.
- 31.3. Electronic Transmission - For convenience of communication only, notices, certificates, requests or other communications hereunder of fewer than 10 pages, except requests for payment, may be sent by facsimile transmission to the Owner at 330.725.9356 or by electronic mail at jeble@mcsd.org and to the Contractor at (440) 243-9993 or mdjordjevic@brewer-garrett.com. Address the facsimile or electronic mail transmission to the Owner's designated representative identified in Section 31.1 or as subsequently amended. Notices, certificates, requests or other communications sent by facsimile transmission or electronic mail shall not be deemed to be given unless confirmed, actually received or a counterpart is received or mailed.

32. CUSTOMER'S COMPLIANCE WITH CHECKLIST

- 32.1. Methods of Operation - Said Energy and Operational Savings will not likely be obtained unless certain procedures and methods of operation designed for energy and water conservation shall be implemented, and followed by Customer on a regular and continuous basis.

32.2. Customer agrees that it shall adhere to, follow and implement the energy conservation procedures and methods of operation to be set forth on Schedule K (Customer's Maintenance Responsibilities), to be attached hereto and made a part hereof after Customer's approval.

32.3. Customer agrees that Contractor shall have the right once a quarter, with prior notice, to inspect Premises to determine if Customer is complying, and shall have complied with its obligations. For the purpose of determining Customer's said compliance, the checklist to be set forth at Schedule L (Facility Maintenance Checklist) as completed and recorded by Contractor during its quarterly inspections, shall be used to measure and record Customer's said compliance. Customer shall make the Premises available to Contractor for and during each quarterly inspection, and shall have the right to witness each inspection and Contractor's recordation on the checklist. Customer may complete its own checklist at the same time.

33. HEADINGS

33.1. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

34. INDEMNIFICATION

34.1. To the fullest extent provided for by law, Brewer-Garrett shall indemnify, hold harmless and defend Customer, its Officers, Agents and Employees, Board Members, Managing Agent and Customer's owners, and all of their heirs and assigns, against all liabilities, claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, for property and/or bodily damage that may arise out of, relate to, or be caused by any act or omission of Brewer-Garrett, its subcontractors, agents or employees, in the performance of any part of the Work.

To the fullest extent provided for by law, Customer shall indemnify, hold harmless and defend Brewer-Garrett, its officers, agents and employees, and all of their heirs and assigns, against all liabilities, claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, for property and/or bodily damage that may arise out of, relate to, or be caused by any act or omission of Customer, its other contractors, agents or employees, in the performance of any part of the Work. Contractor acknowledges that the Customer is a public authority and is unable to provide the unlimited indemnification described in the preceding sentence; the Customer's liability for the Agreement is limited to the amount of funds encumbered by the 5705.41 and 5705.412 certificates attached to the Agreement.

35. SPECIAL PROVISIONS

- 35.1. Limitation - Under the terms of this agreement Contractor will only be held responsible to the Customer for guaranteed savings and in no way will be held responsible for the actual loan and/or lease payments.

36. NOT USED

37. SCHEDULES AND EXHIBITS

- 37.1. The following Schedules and Exhibits are attached hereto (or will be, as provided in this Agreement) and are made a part of this Agreement by reference:

Schedule A	Design-Build Agreement
Schedule B	Description of Premises; Pre-Existing Equipment Inventory
Schedule C	Energy and Operational Savings Guarantee
Schedule D	Contractor's Monitoring Agreement
Schedule E	Baseline Energy Consumption
Schedule F	Savings Measurement & Calculation Formulae; Methodology to Adjust Baseline
Schedule G	Operational Savings Calculation
Schedule H	Not Used
Schedule I	Standards of Performance
Schedule J	Contractor's Maintenance Responsibilities
Schedule K	Customer's Maintenance Responsibilities
Schedule L	Facility Maintenance Checklist
Schedule M	Contractor's Training Responsibilities

37.2 APPENDICES

Appendix A Contractor Proposal

38. Miscellaneous

- 38.1. Ethics Certification. Contractor represents that it is familiar with all applicable ethics requirements applicable to the Contractor, including without limitation, Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements as they apply to the Customer and this Agreement.
- 38.2. Terrorist Declaration Form. Contractor will complete, as a condition to the effectiveness of the Agreement, the Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization required by the Ohio Revised Code, a copy of which, together with the related Terrorist Exclusion List, has been provided to the Contractor.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Contractor:

THE BREWER-GARRETT COMPANY

Customer:

THE BOARD OF EDUCATION
OF THE MEDINA CITY SCHOOL DISTRICT

Lowell D. Dwyer, CEO

Print Name & Title of Authorized Officer

JEFF ENGLE, Business Mgr

Print Name & Title of Authorized Officer

[Signature]

Signature of Authorized Officer

[Signature]

Signature of Authorized Officer

SCHEDULE A. DESIGN-BUILD AGREEMENT

SEE ATTACHED

SCHEDULE B. DESCRIPTION OF PREMISES

Kindergarten Center

Size:18,000 Square Feet

Year Built: Major mechanical and electrical renovations in 1990

Students: 269

General: Original building was a YMCA.

Blake Elementary

Size:72,000 Square Feet

Year Built: 2001

Students: 688

General: Has additional 4,500 square of modular classroom space. Electric is provided through the main electric meter.

Ella Canavan Elementary

Size:66,000 Square Feet

Year Built: Original building was built in 1959 and an addition built in 1994

Students: 800

General: Has additional modular classroom space. Electric is provided through separate electric meters.

Fenn Elementary

Size:69,000 Square Feet

Year Built: Original building was built in 1955 and an addition built in 1968

Students: 613

General: Has additional modular classroom space. Electric is provided through separate electric meters. Lighting levels in the classrooms and gym are considered insufficient.

Garfield Elementary

Size:66,000 Square Feet

Year Built: Original building was built in 1919 and an addition built in 1952

Students: 633

General: A/C in classroom comes from window A/C units. Units are locked out by automation system when outside temperatures permit. Atmospheric Steam boilers provide heating.

Heritage Elementary

Size:47,000 Square Feet

Year Built: 1976

Students: 560

General: Has additional 1,500 square of modular classroom space. Electric is provided through the main electric meter.

Claggett Middle School

Size:96,000 Square Feet

Year Built: Original building was built in 1954 and an addition built in 1965

Students: 787

General: Has additional modular classroom space. Electric is provided through separate electric meters.

Root Middle School Elementary

Size: 128,000 Square Feet

Year Built: 1995

Students: 944

General: Has additional 5,700 square of modular classroom space. Electric is provided through the main electric meter.

Medina High School

Size: 546,000 Square Feet (373,000 New)

Year Built: 2004

Students: 2237

Bus Garage

General Notes

- Medina City School has Novar building automation systems throughout the district. The staff is well trained on the equipment and can maintain the equipment, install additional control points and program the system. Medina school does not want more than one system in their buildings. Expansion of the existing system would be of interest but wholesale replacement with a different system will not be considered because of previous investment in equipment and personnel training.
- Modular classrooms are leased and should be replaced within the next several years. Energy conservation measures will not be considered in these units.

OPERATIONAL HOURS

Baseline operating schedules for each building are detailed in the Original RFP – Appendix B (Medina Schools Point List 3-22-07.pdf)

BASELINE EQUIPMENT

Baseline equipment inventory for each building are detailed in the Original RFP – Appendix E (HVAC equipment.pdf)

SCHEDULE C: ENERGY AND OPERATIONAL SAVINGS GUARANTEE

Contractor guarantees that the program designed for the Customer will generate \$315,769 in annual energy/utility (electric, gas, water) savings (Schedule F) and total energy savings of \$4,736,535 during the 15 year Term of this Agreement.

**SCHEDULE D:
CONTRACTOR'S MONITORING AGREEMENT**

Ongoing Annual Auditing will include:

Data entry of utility information provided by the District.

Review of monthly utility information provided by the District.

Distribution of quarterly change forms and compilation of change form data.

Energy Calculations for Baseline Adjustments associated with any Reported changes.

Site Surveys as required.

Preparation and presentation of Annual Performance Report.

Annual Cost during the 15 Year term of this agreement *\$13,500*

SCHEDULE E: BASELINE ENERGY CONSUMPTION

Utility Base Line For Annual Energy Guarantee

The energy consumption base line is a 12 consecutive month period of the facility's pre-retrofit energy consumption. The base line includes utility, occupancy, equipment and other information, which allows base line energy consumption to be accurately compared to energy consumption in later periods.

Baseline Utility Information is the data provided on April 9, 2007 by Project Consultant in RFI-3.

Baseline Utility Rate information is the data provided in original Request for Proposal - Appendix G.

SCHEDULE F: SAVINGS CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE

DETERMINATION OF ENERGY SAVINGS/WHOLE METER AUDIT

Standard energy savings auditing procedures will be applied in determining the energy savings generated during each guarantee year. A guarantee year shall be a period of 12 consecutive months. The energy savings will be measured by calculating the difference in energy consumption between each guarantee year and the pre-established base line year. Computerized energy accounting software will be utilized in making the above calculations of energy consumption in each guarantee year and in the determination of energy consumption in the base line year. This software adjusts for variables such as billing period length, outdoor temperature and outdoor humidity. The base line year will be a representative 12 month period prior to commencement of the retrofit program. Mutually agreed upon adjustments will be made to the baseline year to normalize the data for future comparisons. Please see Schedule E – Baseline Energy Consumption for electric and natural gas baseline definitions.

DETERMINATION OF ENERGY SAVINGS/MEASUREMENT & VERIFICATION – Lighting Retrofit

Standard energy savings procedures will be applied in determining the energy savings generated during each guarantee year. A guarantee year shall be a period of 12 consecutive months. The energy savings will be the calculated differential electric consumption multiplied by runtime, multiplied by electric cost. The differential electric consumption savings will be determined by calculating the difference of a pre-retrofit (baseline) measurement of amps or watts and a post-retrofit (performance) measurement of agreed an upon representative sampling of electric circuits where end use capacity, demand or load can be measured or estimated with manufacturers measurement and energy consumption or hours of operation are known in advance, stipulated or agreed upon by both parties. The difference is then multiplied by previously agreed upon hours of use. The resulting capacity and demand savings will be inserted into the actual utility rate to convert units saved to dollars saved.

Contractor and Customer agree that the energy use associated with the new air conditioning equipment installed with new Rooftop Equipment at Fenn Elementary and Garfield Elementary will be an adjustment to the baseline.

SCHEDULE G: OPERATIONAL SAVINGS CALCULATIONS

The following Operational Savings are stipulated between the Customer and the Contractor to be the result of the performance of this Agreement:

No Operational Savings were claimed on this project.

Reduced Maintenance Costs

-
-
-

Reduced Operating Costs

-
-
-

Reduced Capital Expenditures

-
-
-

Other Reductions

-
-
-

SCHEDULE H: NOT USED

SCHEDULE I: STANDARDS OF PERFORMANCE

ENGINEERING DATA

Our calculations for system selection and choice of equipment are based on the following design conditions:

Design Temperatures

Summer (where applicable) Temperature	Outside 89° dry bulb/76° wet bulb	Inside 74°
Winter Temperature	0° dry bulb	72°

Medina High School Heat Recovery System system shall be operated on the recommended schedule and under the recommended parameters per Medina City Schools Energy Conservation Project HB 264 Proposal Clarifications Dated June 11, 2007 and be maintained properly.”

SCHEDULE K: CUSTOMER'S MAINTENANCE RESPONSIBILITIES

This schedule describes the operations and maintenance responsibilities that may be assigned to facility staff as agreed to by both parties.

All newly installed mechanical equipment must be maintained in accordance with manufacturer's recommended procedures and maintenance intervals.

APPENDIX A: CONTRACTOR PROPOSAL

The Contractors Proposal is defined as the following:

Medina City Schools Energy Conservation Project HB 264 Dated May 24, 2007

Medina City Schools Energy Conservation Project HB 264 Proposal Clarifications Dated June 11, 2007

Scope Clarifications Medina City School District Dated June 25, 2007

Medina City Schools Request for Proposal for Energy Conservation Project dated March 23, 2007

BOOKED IN MAY, 2013
P.O. REC'D IN MAY

REC'D
8/8/13

ENERGY SERVICE PROJECT & PERFORMANCE AGREEMENT

This Energy Service Project and Performance Agreement ("Agreement") is made this ____ day of ____, between the Medina City School District and The Brewer-Garrett Company for a House Bill 264 Energy Conservation Program project to be completed at the High School and Recreation Center as more fully described in this Agreement (the "Project").

SECTION A – Background and Agreement:

Brewer-Garrett Company Background

The Brewer-Garrett Company ("BG") appreciates the confidence placed in the company by requesting that it provide Energy Services to the Medina City School District (referred to as "Customer" and "District"). BG has the requisite engineering capacity, construction experience and proven track record of quality work that enables BG to completely satisfy the District's requirements.

BG has been designing, installing and maintaining air conditioning, refrigeration, heating, pollution control and process piping systems in the Northeast Ohio area since 1959. It has five divisions that combine to provide a comprehensive umbrella of services for the District. These services are:

Energy Services - Full lighting and electrical services anchor performance contracting. This division, utilizing our diverse strengths, allows the Company to provide the most beneficial energy programs available.

Engineering – BG has a full staff of engineers that provide design capability for the District's needs. BG provides services ranging from initial project budgets to final design and building department submittals.

Construction – BG's construction division includes piping and sheet metal departments. This in house capability provides its customers with single source responsibility. It enables BG to maintain tight construction schedules fast track projects demand and the quality work BG is known for.

Service and Maintenance – BG is the District's authorized dealer for preventive maintenance service, which provides quality and responsive building maintenance programs. Over 400 customers, each with a custom program tailored to its specific needs, can attest to the value BG services can provide.

Controls and Automation - There is no better example where single source responsibility can benefit the District's improvements than Mechanical System controls. BG's controls division is fully staffed with system engineers and technicians with specific experience in the highly specialized field of Mechanical System controls.


BG is unique in the industry; from initial project concept and system design to final construction and post-construction service/maintenance of the District's entire HVAC System, BG stands alone in its ability to serve HVAC and Facility Management needs.

BG provides total mechanical capabilities:

- * Energy Management Systems
- * Mechanical System Installation
- * Process Piping

- * Engineering Support Service
- * Sheet Metal Service
- * Facility Management Systems

For: BG _____ (initials)

For: Customer  (initials)

The services to be provided are based on field visits to the District's facility, drawings of the original building construction, conversations with representatives of the District concerning its needs for the project, and BG's calculations to confirm proper equipment size and air distribution.

BG's experience in design/build projects shows that communication at all phases of a project is critical. At the very start it is important that BG and the District fully understand each other as to the engineering criteria and the scope of work.

1. Engineering Data

The BG calculations for system selection and choice of equipment are based on the following design conditions:

<u>Design Temperatures</u>	<u>Outside</u>	<u>Inside</u>
Summer (where applicable) Temperature	86° dry bulb/76° wet bulb	74°
Winter Temperature	0° dry bulb	72°

2. Scope of Work

BG has prepared an energy audit and proposed energy conservation program for installation of energy conservation measures to the High School and Recreation Center; the energy audit and proposed program are included in the House Bill 264 Energy Conservation Program project application prepared for submission to the Ohio School Facilities Commission for approval. A copy of the cumulative cash flow, including savings and cost, from the application submitted to the Commission is attached to and incorporated into this Agreement as Schedule B. BG will design, procure, and install certain energy conservation measures as described in the Energy Conservation Program project application approved by the Commission; approval was given at the Commission's meeting on March 15, 2013, and the District was notified of the approval by letter dated March 15, 2013 from the Commission. Any modification to the scope of the Project defined in the application and this Agreement will be made through a written amendment to this Agreement, as well as in conformance with any requirements of the Ohio School Facilities Commission for the Energy Conservation Program. The following energy conservation measures comprise the scope of work described in Section B: General Conditions, item 1. – Scope at the time this Agreement is approved and signed by the parties:

Install CHP at the High School
And Recreation Center

\$419,467

BG agrees that all design work for the Project requiring the seal of a licensed design professional shall be performed by a design professional licensed to perform such work in the State of Ohio.

3. Warranty

Mechanical Systems: After installation, a qualified representative will start, test and provide instructions on the use of the equipment. All equipment, material and labor furnished by BG will bear a one year warranty from the date of ~~installation~~ ^{delete} ^{insert "acceptance by the owner"} against defects in workmanship and material. *JB*

Lighting Systems: In association with a lighting retrofit, the ballasts installed contain a 1 year parts and labor warranty plus a manufacturer's warranty of 4 additional years on material plus \$10.00 for labor. For lamps, there is a one year material and labor warranty plus a manufacturer's warranty of 1 additional year on materials. BG will be responsible for the administration of these warranties.

For: BG _____ (initials)

For: Customer *[Signature]* (initials)

4. Cost

The cost to provide the scope of work described herein will be:

Base Proposal *	\$419,467
Annual auditing fee	- none -

(*) See Section A, Article 2 for further breakdown of Base Proposal amount. The Base Proposal amount does not include the amount for the performance/payment bond or the amount for the Bond Counsel fee.

5. Taxes

Customer is a political subdivision of the State of Ohio. Materials and equipment that BG purchases for incorporation into the Project will be exempt from State sales and use taxes if the Contractor provides a properly completed sales tax exemption certificate to the vendors or suppliers when the materials and equipment are acquired. Customer will provide a completed Construction Tax Exemption Certificate to BG with the signed Agreement and prior to commencement of the work.

BG shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by BG and other taxes on BG, including income and commercial activity taxes, which are legally enacted at the time the bid is submitted and for which BG is legally responsible. The cost of any such taxes shall be included in the quoted cost, with the exception of sales and use taxes from which Customer is exempt.

6. Payment Terms

BG terms of payment are progressive billing, last day of each month for all material delivered and work performed during the month. Customer will promptly pay invoices within twenty (20) days of receipt. Final payment will become due and payable thirty days from the date BG and the Customer agree and certify the installation is complete.

7. Confidentiality

This Agreement contains proprietary information, is the property of BG and may not be copied or disclosed to any individuals or organization, in whole or in part except for administrative needs of the Customer including any and all third party auditors.

BG intends to maintain as confidential any information or data supplied by Customer. To the extent permitted by law, this proposal and agreement will be kept in confidence and not be discussed with any outside party for any other purpose. BG recognizes that Customer is a public entity subject to public records requests and that it must comply with the requirements imposed by the Ohio Revised Code.

SECTION B: GENERAL CONDITIONS

1. Scope

The Work to be performed under this proposal is that stated in the HB 264 Project – OSFC Submittal filed with the State on behalf of the Customer (hereinafter “State Submittal Package”). Any Work not specifically stated in the scope of the State Submittal Package or the scope of work section of this Agreement or a subsequent amendment to this Agreement is not included.

Workmanship. All work shall conform with all applicable codes and ordinances and shall be performed in a workmanlike manner according to the highest standards of the industry.

Subcontractors. The names, addresses, insurance coverage of all subcontractors will be supplied to the Customer in advance of any work performed.

For: BG (initials)

For: Customer (initials)

2. Schedule

BG and the Customer agree that all Work required for the project, including that of all other contractors, shall be performed in accordance with a mutually agreed upon project construction schedule prepared in advance of construction. The work schedule will not require closing off work areas during normal workday schedules. BG shall provide, for incorporation into such schedule, a detailed schedule of its activities, their logic with respect to other activities, access requirements, and duration of activities. The schedule shall be based upon commencement, milestone, and completion dates stated in this Agreement. The Performance Term of Agreement shall commence upon completion of the Work, as described in Section 14.C. The period between the execution of this Agreement and the commencement of the Performance Term shall be referred to as the "Interim Period" in this Agreement.

Customer shall permit BG and its subcontractors free and timely access to areas and equipment and allow the contractors to start and stop the equipment as necessary to perform required services. All planned work under this agreement will be performed during BG's normal working hours or at other times agreed to with Customer so as not to interfere with on-going educational activities or other school district programs.

3. Temporary Services

The following services and utilities shall be furnished by Customer to provide safe, reasonable working conditions for the progress and completion of the Work:

- a. Lighting and 110v electrical service to code requirements for hand tools throughout our work places and access thereto.
- b. Toilets, drinking water and fire protection.
- c. Enclosures, heat and ventilation for Work and worker areas.
- d. Temporary railings, stairs, housekeeping, removal of debris from single designated location in each of our Work areas and other general safety measures.
- e. Space at mutually agreed upon locations on the jobsite for conduct of our operations, including space for supervision, on-site assembly, material stockpile and shakeout, and workforce parking.
- f. Access to and ingress throughout the site and the structures for major equipment, materials and hoisting including personnel and material elevator.

4. Changes to the Work


At any time prior to completion of the Work, and within its general scope, Customer may request changes in the Work. If such changes will involve changes in the contract price or schedule, BG shall submit a proposal setting forth such changes and the Customer shall issue a change order or amendment to this Agreement adjusting the contract price and schedule as mutually agreed. Unless the Customer and BG agree to the contrary, no work shall be undertaken by BG on any such change until the change order or amendment has been issued and signed by both parties.

In the event an agreement on price is not reached, Customer may request BG to proceed with the change and such work will then be done on a time and material basis, plus reasonable overhead and profit applied to all costs of labor, material, supervision and subcontracts.

5. Financing

Customer shall be responsible for any and all attorney or legal counsel service costs associated with obtaining said opinion or for review of this agreement. In the event that Customer would like BG to assist in seeking financing, Customer shall provide to BG any and all financial information required to determine credit worthiness and shall execute documentation that is satisfactory to BG.

For: BG _____ (initials)

For: Customer  (initials)

6. Progress Payments

Customer shall make progress payment to BG for Work in place and for equipment and materials suitably stored, tagged and insured, at the site, at our warehouses or our fabricating plants provided that a bill of sale shall be furnished. Progress payments shall be made each month for the preceding month within twenty (20) days of the date of invoice by BG. Failure of Customer to make progress payments as stated will permit BG to suspend the Work or terminate the contract at BG's option. All payments will be made following the retainage requirements described in the Ohio Revised Code.

(a) Retainage – Labor. Progress payments for labor incorporated into the Project will be made at the rate of 92% of the amount set forth in BG's application for payment and approved by Customer until the Agreement is 50% complete. When the Agreement is 50% complete, the payment for labor incorporated into the Project will be at the rate of 100% of the amount set forth in the application for payment and approved by the Customer.

(b) Retainage – Materials and Equipment. Payments for materials and equipment will be at the rate of 92% of the invoice cost of materials and equipment delivered to the Project site. The balance of the invoice cost will be payable when the materials and equipment are incorporated into the Project and accepted by Customer. Incorporated into the Project means such materials and equipment are installed and conform to the requirements of the Project, as agreed to by the parties. When payment is made on account of materials and equipment not yet incorporated into the Project, such materials and equipment will become the property of Customer; provided that if such materials or equipment are stolen, destroyed, or damaged before being fully incorporated into the Project, BG will replace them at its own expense.

(c) Deposit of Retained Funds. When the Agreement is 50% complete, amounts retained for labor will be deposited into a separate interest-bearing account or fund by Customer. By signing this Agreement, BG agrees that the bank or savings and loan association or other interest-bearing fund selected by Customer is acceptable for the deposit of retained funds.

7. Final Payment


Upon completion of the Work under this contract, BG shall request acceptance of it by the Customer. Customer shall promptly accept the work except for such deficiencies as Customer states in writing. The Customer within twenty days of such acceptance, shall pay the balance of the contract price except for reasonable amounts withheld to assure completion of stated deficiencies, including retainage. The amounts so withheld shall be paid promptly as the deficiencies are corrected. Final payment shall include the balance of any retained funds that are not otherwise needed to address deficiencies or damages.

8. Hazardous Materials

Unless otherwise stated in the scope of work, BG's obligation under this proposal and any subsequent contract does not include the identification or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, BG's sole obligation will be to notify the Owner of the existence of such products and materials. BG shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

BG will remove to a certified disposal company all lighting tubes, ballasts and other materials and shall provide the Customer with a disposal receipt from the disposal company noting all materials so delivered including any possible PCB latent materials.

For: BG _____ (initials)

For: Customer  (initials)

9. Excusable Delay

BG shall be entitled to an extension of contract time in the event the work is delayed by any cause beyond BG's reasonable control. Such cases include but are not limited to acts of God or public enemy, compliance with any order, decree or request of any governmental authority, acts of declared or undeclared war, sabotage, fire, floods, adverse weather conditions beyond those normally anticipated for the month, explosions, accidents, riots, strikes, labor difficulties, inability to obtain necessary materials or equipment for normal sources of supply, production set-aside or any other cause not within the reasonable control of BG.

10. Warrantees

BG shall repair or replace any construction work performed by it or its subcontractors which is found to be defective in materials or workmanship within one year from the date of substantial completion unless any such equipment or systems have been put into operation earlier and parties hereto have agreed in writing to commence the applicable warranty, whichever is the earlier, provided BG has been provided prompt, written notice of any such defects.

~~11. Indemnification~~

~~BG agrees to indemnify the Customer, its officers, and its employees from and against any and all claims, losses or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof, including attorney's fees, caused directly by BG's negligence in the performance of its work under this Agreement and shall furnish a certificate of insurance as noted below.~~

12. Limitation of Liability

Under no circumstances, whether arising in contract, tort (including negligence) or otherwise, shall BG be responsible for loss of use, loss of profits or any special indirect or consequential damages. Responsibility for liability for personal injury and for physical damage to Customer's property is unaffected by such limitation of liability. Certificates of insurance will be provided showing at least \$1,000,000 liability insurance per occurrence. Insurance certificates for automobile coverage and workers compensation shall also be provided.

13. Termination

The Customer has the right to terminate this Agreement in the event of non-performance. In such event, BG shall be paid an amount equal to the sum of the following items: cost of all labor and materials incorporated into the Project including payroll taxes and insurance, the cost of all materials stored on or off the jobsite or in transit, the cost of mobilization and demobilization, and any cancellation costs and administrative expenses incurred in connection with the termination of purchase agreements or subcontracts entered into for this Project less any damages accrued to the Customer because of the contract termination. Upon such termination, title to all materials and equipment for which payment is made shall pass to the Customer.

14. Miscellaneous Conditions

- A. This agreement shall be governed in all respects by the laws of the State of Ohio and applicable local ordinances. The parties agree that jurisdiction over any dispute arising out of or related to this Agreement shall be in the Court of Common Pleas for Medina County. The parties further agree that they will attempt to resolve any dispute through informal discussions, followed by mediation in Medina County with a mediator acceptable to both parties, before pursuing legal action in the Court of Common Pleas.
- B. BG shall secure approval of all necessary state and local entities including licenses, filing fees and permits.

For: BG GLR (initials)

For: Customer [Signature] (initials)

- C. The Performance Commencement Date shall be the first day of the month after the month in which all scheduled work is in final form and accepted by Customer, and when BG shall have delivered a Notice to Customer that it has installed and commenced operating all of the equipment included in the Project, and Customer has acknowledged that Notice in writing.
- D. The work to be provided pursuant to this Agreement is exempt from competitive bidding requirements that would otherwise apply to Customer, as Customer has waived competitive bidding for participation in the House Bill 264 Energy Conservation Program, as permitted by Ohio Revised Code Section 3313.46.
- E. Lien Waivers. BG will provide lien waivers from each of its subcontractors and material suppliers with each application for payment submitted to Customer.
- F. Contract Bond. If requested by Customer, BG shall provide a contract bond, using the statutory form for public projects, covering payment and performance of the work included in the Project. The cost for obtaining a Contract Bond is not included in the cost described in Section 4.
- G. Compliance with Laws and Regulations.
 - (1) Ethics. BG represents that it is familiar with all applicable ethics law requirements and certifies that it is in compliance with such requirements.
 - (2) Nondiscrimination. Contractor agrees:
 - .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Ohio Revised Code Section 4112.01, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
 - .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Ohio Revised Code Section 4112.01, or color.(3) Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. BG recognizes that it is required by law to review the current Terrorist Exclusion List maintained by the Department of Homeland Security and to complete the Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization as a condition precedent to the execution of this Agreement.
 - (4) Unresolved Finding for Recovery. BG represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24 or that it has taken the appropriate remedial steps required under that section of the Revised Code or otherwise qualified under that section of the Code.
- H. Property Tax Affidavit. The completed property tax affidavit required by Ohio Revised Code Section 5719.042 will be completed by BG and attached to and incorporated into this Agreement.

15. Certificates

BG will provide the Customer with copies of its Certificate of Insurance and Worker's Compensation Certificate.

For: BG _____ (initials)

For: Customer  _____ (initials)

16. Notice

Notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To BG:

Brewer-Garrett Company
6800 Eastland Road
Middleburg Heights, Ohio 44130
Attention: Mr. Dave Zebrowski, Project Manager

To Customer:

Medina City Schools
140 W. Washington Street
Medina, Ohio 44258
Attention: Mr. Jon E. Burkhart

SECTION C: PERFORMANCE GUARANTEE

1. PERFORMANCE GUARANTEE

The Performance Guarantee for energy and operational savings shall run for a maximum of fifteen (15) years from the Performance Commencement Date, as described on Schedule A. BG guarantees that the program designed for the Customer will generate **\$537,112** in total energy/utility (electric, gas, water) savings and operational savings (the "Performance Guarantee"), based upon the energy conservation measures described in the application submitted to the OSFC and in Section A.2, Option A; if the parties modify the scope of work, as described in Section A.2, Option B, the parties will amend this Agreement in writing to reflect the changed scope and energy guaranty. This Agreement shall be effective and binding upon the Customer and BG after execution by both parties and immediately upon satisfaction of the conditions described in this agreement – (1) approval of the HB 264 application by the OSFC and (2) funds received to finance the costs to implement the Project. The period between execution by both parties of this Agreement and commencement of the Work until the Performance Commencement Date shall be known as the "Interim Period." All energy and operational savings achieved during the Interim Period will be considered as energy and operational savings provided under BG's performance guarantee for energy and operational savings. The amounts described in Schedule A – Project Cash Flow as "Operational Savings" are stipulated savings and are not subject to audit.

2. DETERMINATION OF ENERGY SAVINGS/MEASUREMENT & VERIFICATION (LIGHTING)

Standard energy savings procedures will be applied in determining the energy savings generated during each guarantee year. A guarantee year shall be a period of 12 consecutive months. The energy savings will be the calculated differential electric consumption multiplied by runtime, multiplied by electric cost. The differential electric consumption savings will be determined by calculating the difference of a pre-retrofit (baseline) measurement of amps or watts and a post-retrofit (performance) measurement of an agreed upon representative sampling of electric circuits where end use capacity, demand, or load can be measured or estimated with manufacturers measurement and energy consumption or hours of operation are known in advance, stipulated or agreed upon by both parties. The difference is then multiplied by previously agreed upon hours of use. The resulting capacity and demand savings will be inserted into the actual utility rate to convert units saved to dollars saved.

For: BG _____ (initials)

For: Customer JB (initials)

3. DETERMINATION OF ENERGY SAVINGS/ AUDIT (NON –LIGHTING)

Standard energy savings auditing procedures will be applied in determining the energy savings generated during each guarantee year. A guarantee year shall be a period of 12 consecutive months. The energy savings will be measured by calculating the difference in energy consumption between each guarantee year and the pre-established base line year. Computerized energy accounting software will be utilized in making the above calculations of energy consumption in each guarantee year and in the determination of energy consumption in the base line year. This software adjusts for variables such as billing period length, outdoor temperature and outdoor humidity. The base line year will be a representative 12 month period prior to commencement of the retrofit program.

4. OPERATIONAL SAVINGS

The Operational Savings amounts shown in Schedule A – Project Cash Flow, are stipulated by the Customer and BG to be annual savings resulting from performance under this Agreement and are not subject to Audit.

5. STANDARD FACILITY OPERATING PRACTICES

It is agreed between the Customer and BG that the attached schedule of “Standard Facility Operating Practices” and the provisions of the “Terms and Conditions” page will be followed during the term of this contract. The Customer acknowledges that any changes in the operating practices of the facility may have a direct effect on the amount of energy and operational costs savings.

6. RECONCILIATION

The Performance Guarantee will commence upon the Date of Substantial Completion. The savings generated during the installation term of the retrofit project prior to the commencement of the Performance Guarantee term will be added to the first year savings and included in the first year Audit. The Performance Guarantee Terms & Conditions are an integral part of the Performance Guarantee and the associated Reconciliation Audit (hereinafter “Audit”).

If the savings generated during a Performance Guarantee year exceeds the guaranteed savings amount the excess savings will either be carried forward and added to the savings generated during any future year or will be billed to the Customer as recovery of amounts previously paid by BG to the Customer for prior guarantee year savings shortfalls. In the event any Performance Guarantee years actual savings, including all excess savings from previous years, do not meet the Performance Guarantee savings amount for that year the Customer may:

- a) Request a check from BG equal to the difference. This request must be made within 60 days of the last day of guarantee year or receipt of the year’s Audit, or
- b) Carry forward negative balance to be considered in the following Audit’s balance.

7. RIGHT TO CANCEL PERFORMANCE GUARANTEE

The following conditions may, at the sole option of BG, nullify the Performance Guarantee:

- a. Significant changes in the use, structure or operating conditions of the facility without 30 days prior notification of and agreement by BG, or
- b. Additions, deletions or material alterations of equipment, or
- c. Restrictions upon BG that affect their ability to render services ,or
- d. Cancellation of BG Assured Service Program maintenance contract covering equipment encompassed by the guarantee, or

For: BG _____ (initials)

For: Customer  _____ (initials)

- e. cancellation or non-payment of the annual auditing fee in Section A-4, or
- f. Untimely receipt of energy information, i.e., if the Customer does not send to BG copies of all current energy bills within ~~3~~⁴ weeks of Customers receipt.

In the event a change as mentioned in a or b above occurs during either the base line period or during the guarantee period BG shall calculate and send the Customer a notice of adjustment to the base line amount to reflect such changes. The adjustment shall become effective as of the date of occurrence of the significant change.

8. SCHEDULES AND EXHIBITS

The following Schedules and Exhibits are attached hereto (or will be, as provided in this Agreement) and are made a part of this Agreement by reference:

Schedule A	Project Cash Flow
Schedule B	Selected Documents from Project Application submitted to the Ohio School Facilities Commission
Schedule C	Scope of Work

9. PERFORMANCE GUARANTEE TERMS AND CONDITIONS


- A. The various obligations and commitments undertaken by BG in this agreement are based in part on the assumption that the Customer's premises are and will remain in full compliance with all applicable building codes and that all equipment of the Customer will be maintained in proper operating condition. In the event that:

1. Building codes are not being adhered to or that Customer's equipment is not being maintained in proper operating condition, or
2. Customer disables, disconnects, or otherwise ceases to use or overrides any or all services or equipment provided by BG under this agreement,

BG shall be entitled to make such adjustments as may be necessary to the calculations used to determine energy savings in order to reflect the effects of non-compliance with building codes and/or the improper operating conditions of Customer's equipment.

- B. The Customer and BG acknowledge that the method of billing used by the applicable utility providing the energy source may be modified or subject to variation during the term of this agreement. In such event, the calculations used to determine energy savings shall be subject to such adjustments as necessary to equate the modified or varied method of billing to the method in effect at the time the relevant billing variables were incorporated into this agreement unless the billing variable is an increase in a utility's unit cost.
- C. The energy consumption baseline is a consecutive twelve-month period of the facility's pre-retrofit energy consumption. The baseline includes utility, occupancy and other information which allows base line energy consumption to be accurately compared to energy consumption in later periods.
- D. Under the terms of this agreement BG will only be held responsible to the Customer for guaranteed savings and in no way will be held responsible for the actual loan and/or lease payments. In addition, the savings guarantee will only cover the cost of the program. At no time will the savings guarantee exceed the program cost.

For: BG _____ (initials)

For: Customer  (initials)

- E. All savings associated with this program have been calculated based upon the detailed operating practices and assumptions outlined in Schedule A – Project Cash Flow and the State Submittal Package submitted as a part of this Agreement. The State Submittal Package shall be considered a part of this Agreement. Any significant deviations from the Project Cash Flow and the proposed schedules will result in an adjustment to the annual guarantee.

The Customer and BG hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

FOR: Customer – The Board of Education
of the Medina City School District

FOR: The Brewer-Garrett Company

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

For: BG _____ (initials)

For: Customer _____ (initials)

CERTIFICATE

(Section 5705.41, R.C.)

The undersigned Treasurer of the Medina City School District (the "Board"), located in Medina, Ohio, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached amendment to agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2011.

Medina City School District, Medina, Ohio

By: _____
INSERT Name of Treasurer

*NEEDS TO BE SIGNED
(see 8/8/13)*

For: BG _____ (initials)

For: Customer _____ (initials)

CERTIFICATE of AVAILABLE RESOURCES

(Section 5705.412, R.C.)

The undersigned hereby certify that the Medina City School District has in effect for the remainder of the current fiscal year and the succeeding two fiscal years or term of the attached contract, whichever is longer, the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

DATED: _____

Medina City School District

By: _____
_____, Board President

By: _____
INSERT Name of Treasurer

NEEDS TO BE SIGNED
(see 8/8/13)

For: BG _____ (initials)

For: Customer _____ (initials)