



### Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made on May 12, 2020, by and between Unitil Energy Systems, Inc., of 6 Liberty Lane West, Hampton, New Hampshire (“Unitil” or the “Company”) and the City of Concord, New Hampshire, 41 Green Street, Concord, NH 03301 (the “City”) (each a “Party” and collectively, the “Parties”) for the purpose of setting out the mutual roles and responsibilities that each Party agrees are necessary to effectuate the replacement of all existing outdoor lighting fixtures within the City with Light Emitting Diode (“LED”) fixtures. Capitalized terms used in this MOU shall have the meaning ascribed to them as set forth herein.

WHEREAS, the City intends to replace existing outdoor lighting fixtures within the City with LED fixtures pursuant to the Company’s Light Emitting Diode Outdoor Lighting Service Schedule LED (“Schedule LED”); and

WHEREAS, the City intends to undertake a single project to purchase LED fixtures to replace existing outdoor lighting fixtures in accordance with Schedule LED, and install such LED fixtures on poles owned by Company (the “Project”); and

WHEREAS, the Parties intend to execute an agreement in accordance with Schedule LED setting forth terms and conditions governing the conversion of the City’s existing outdoor lighting fixtures to LED lighting fixtures; and

WHEREAS, Unitil is willing to provide a financial incentive to the City through the Commercial and Industrial and Municipal Energy Efficiency programs approved by the New Hampshire Public Utilities Commission (the “Commission”) in docket DE 17-136, contingent upon the City applying for such an incentive and the availability of funding. The financial incentive is intended to enable the City to implement the conversion of existing outdoor lighting fixtures to LED fixtures, and the Company is willing to provide an incentive amount of up to 50% of the installed cost of the LED fixtures or \$325,000, whichever is less (contingent upon the City applying for such an incentive and the availability of funding); and

WHEREAS, Unitil is willing to allow the City to borrow some or all of the remaining installed cost of the LED fixtures, at an interest rate of 0%, pursuant to Unitil’s Non-Residential Energy Efficiency Loan Program (Unitil Energy Systems, Inc. Tariff, First Revised Page 112 – Second Revised Page 113) after application of the above-described financial incentive with such loan to be paid back to the Company on recurring on-bill payments over a term not to exceed 120 months; and

WHEREAS, Unitil’s Non-Residential Energy Efficiency Loan Program (Unitil Energy Systems, Inc. Tariff, First Revised Page 112 – Second Revised Page 113) allows a customer to borrow up to \$50,000 per project in loan funds from the Company, subject to an annual limit of \$150,000 in loan funds per customer; and



WHEREAS, Unitil is willing to loan the City up to 50% of the remaining installed cost of the LED fixtures or \$325,000, whichever is less; however, due to the above-described limits in the Company's tariff, Unitil's ability to loan the City any amount in excess of \$50,000 per project and \$150,000 per year is subject to the approval of the Commission; and

WHEREAS, Unitil is willing to petition the Commission for permission to provide a loan to the City to finance the Project at an interest rate of 0% and in an amount that exceeds the limitations prescribed in the Company's Non-Residential Energy Efficiency Loan Program; and,

WHEREAS, Unitil is willing to allow the City to pay for the cost of removal and expired life of any street and area lighting fixtures and brackets pursuant to Schedule LED through a recurring on-bill payment at 0% interest for a term not to exceed 60 months; and,

WHEREAS, it is not the intention of the Parties that this Memorandum of Understanding create a legally binding or formal agreement among the Parties; rather, the Parties intend that this Memorandum of Understanding set forth the mutual objectives of the Parties and memorialize the Parties' commitment to achieving those objectives.

#### **RESPONSIBILITIES AND ROLES OF THE PARTIES**

1. *The City's Role and Responsibilities.* The City shall be responsible for the following:
  - (a) Supporting, as necessary, Unitil's efforts to seek and obtain approval from the Commission to provide a loan at 0% interest through the Company's Non-Residential Energy Efficiency Loan Program in excess of the \$50,000 per project and annual \$150,000 per customer tariff limitation;
  - (b) Obtaining, as soon as practicable, an estimate of the installed cost of new LED fixtures to replace existing overhead lighting fixtures in the City, and providing such estimate to Unitil;
  - (c) Seeking and obtaining any and all necessary approvals, including but not limited to approval from the Concord City Council, to proceed with the conversion of the City's existing outdoor lighting fixtures to LED lighting fixtures.
  - (d) Applying to the Company for an available financial incentive through the Commercial and Industrial and Municipal Energy Efficiency programs;



- (e) Seeking and obtaining any and all necessary approvals, including but not limited to approval from the Concord City Council, to enter into an agreement with Unitil in accordance with Schedule LED setting forth terms and conditions governing the conversion of the City's existing outdoor lighting fixtures to LED lighting fixtures.

**2. Unitil's Role and Responsibilities:**

- (a) Petitioning the Commission to permit Unitil to provide a 0% loan to the City for up to 50% of the total Project installed cost or \$325,000, whichever is less.

**MISCELLANEOUS**

- 1. **Amendments.** This MOU may be amended, modified or waived only by mutual agreement, evidenced by written instrument signed by authorized representatives of both Parties.
- 2. **Counterparts.** This MOU may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Agreed to this 12<sup>th</sup> day of May, 2020.

Unitil Energy Systems, Inc.

City of Concord, NH

By: Cindy L. Carroll  
 Name:  
 Title: Vice President

By: [Signature]  
 Name: Thomas J. Aspell Jr.  
 Title: City Manager