Exhibit "A" - 1
2021-R47

(AGREEMENT NO.: SA-1020-04)

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GARDINER

GARDINER AGREEMENT BETWEEN

The City of Green, Ohio

and

Gardiner Service Company

DATED AS OF **May 28, 2021**

GARDINER CONTRACT NO.: 60-5601

SOURCING ALLIANCE PROJECT NO.: SA-1020-04

This GARDINER™ Agreement (hereinafter the "Agreement") is made and entered into as of_____(the "Effective Date") by and between Gardiner Service Company (hereinafter "Gardiner" and The City of Green (hereinafter "Customer") for the purpose of furnishing services designed to reduce energy consumption and operational costs at the premises described on Exhibit C (the "Premises"), to guarantee a specified minimum level of energy savings, and furnish specified maintenance (the "Services"). Gardiner and Customer are hereinafter sometimes referred to individually as a "Party" or jointly as the "Parties".

ARTICLE 1 • THE SERVICES & COMPENSATION

Section 1.01 - Articles and Exhibits. This Agreement consists of Articles 1 through 8 and the following Exhibits, which are attached hereto and incorporated herein by this reference:

Exhibit A: Payment Schedule
Exhibit B: Scope of Work
Exhibit B.1: Certificate of Substantial Completion and Acceptance
Exhibit B.2: Certificate of Final Completion and Acceptance
Exhibit C: Description of Premises
Exhibit D: Notice to Proceed
Exhibit E: Guarantee
Exhibit F: Hazardous Materials
Exhibit G: Maintenance

Section 1.02 - Contract Price. Subject to the terms and conditions hereof, as payment for Gardiner's performance and furnishing of the Services, Customer shall pay or cause to be paid to Gardiner, pursuant to Section 1.05, the sum of Nine Hundred Eighty Two Thousand Three Hundred four Dollars ($982,304.00) (the "Contract Price"), which Contract Price includes all applicable sales, consumer, use and similar taxes (excluding income taxes). The Contract Price does not include the cost to Customer of maintenance (the "Maintenance Price") to be furnished by Gardiner pursuant to Exhibit G.

Section 1.03 - Services and Maintenance.

(a) **Services.** Within (____) days from Gardiner's receipt of the Notice to Proceed issued pursuant to Section 1.04, Gardiner shall have substantially completed performance of the Services defined in Exhibit B (hereinafter "Substantial Completion") at the Premises. Gardiner's obligation hereunder is limited to performing the Services as defined herein. Excluded from the Services are any modifications or alterations to the Premises (not expressly included within the Services as defined) that may be required by operation of the Americans with Disabilities Act or any other law or building code(s).

(b) **Maintenance and Building Al**

During the Term hereof, Gardiner shall furnish, and Customer shall pay for, the maintenance services (the "Maintenance") as described on Exhibit G. The Maintenance Price is set forth on Exhibit G.

Section 1.04 - Notice to Proceed; Financing.

☐ If this box is checked, Customer will not be financing payment of the Services with funds other than its own and will use its own funds to pay for the Services. Accordingly, upon execution of this Agreement by Gardiner, Customer's execution of this Agreement shall constitute the Notice to Proceed to Gardiner.

☐ If this box is checked, Customer intends to finance payment of the Services with funds other than its own. Accordingly, Gardiner shall not perform, nor be required to perform, any of the Services until and unless Customer has closed on its financing of this Agreement (the "Financing Closing"), as evidenced by fully executed contract documents for financing of the Contract Price and funding of any escrow account provided for by the financing documents. Customer will achieve Financing Closing on or before, or such later date agreed to in writing by Gardiner. Within five (5) calendar days of the Financing Closing, Customer shall execute and issue a written Notice to Proceed (substantially in the form of Exhibit D hereto) to Gardiner, upon which event Gardiner will commence performance of the Services hereunder. In the event Customer does not achieve Financing Closing on or before the date specified in the preceding sentence, or such later date agreed to in writing by Gardiner, Gardiner may terminate this Agreement upon fourteen (14) calendar days prior written notice to Customer. Upon such termination of this Agreement, Gardiner shall have no further obligations

to Customer hereunder; provided, however, that, notwithstanding such termination, Customer shall be obligated to immediately compensate Gardiner for the amount set forth in any Letter of Commitment, project development agreement, or comparable agreement between Customer and Gardiner.

Section 1.05 - Services Payment Terms. Customer shall pay Gardiner or cause Gardiner to be paid for the Services as follows:

Initial Payment: Upon execution hereof, (**"INITIAL PAYMENT"**) **Ten percent** (10%) of the Contract Price (for engineering, drafting, mobilization, production deposit and other costs) shall be due; and

Monthly Payments and Final Payment: In accordance with the dates and amounts on Exhibit A hereto, Gardiner will invoice for Contract Price on a monthly basis for all materials and equipment delivered to the Premises (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due within ten (10) calendar days of its receipt of the invoice (the "Due Date"). All amounts outstanding ten (10) calendar days beyond the Due Date shall bear interest payable to Gardiner at the maximum allowable legal rate, retroactive to the Due Date. Customer shall pay all costs (including attorneys' fees) incurred by Gardiner in connection with attempting to collect amounts due from Customer.

Section 1.06 - Notices and Changes of Address. All notices to be given by either party to the other ***shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, email, or postage prepaid certified or registered mail, addressed to the party for whom It is intended, at the addresses*** as follows:

If to Gardiner:

31200 Bainbridge Rd
Solon, Ohio 44139
Attention: GPS Solutions Leader

If to Customer:

The City of Green
1755 Town Park Blvd.
PO Box 278
Green, Ohio 44232
Attention: Gerard Neugebauer

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered. ***All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received. Notice by courier, express mail, certified mail, or registered mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent and, in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered on the third business day after it was deposited, first-class postage prepaid, in the mails. Notices sent by fax or email shall require tangible confirmation of receipt from the person to whom addressed.***

Section 1.07 - Energy Savings Guarantee. The energy savings guaranteed under this Agreement are set forth in Exhibit E and in the sub-exhibits thereto.

Section 1.08 - Term. The initial term of this Agreement shall commence as of the Effective Date and shall end upon expiration of the ten (10) year Guarantee Term pursuant to Exhibit E, unless earlier terminated pursuant to the provisions hereof. This Agreement shall be automatically renewed unless either Party provides written notice to the other Party no less than sixty (60 days prior to the end of the then current term of this Agreement.

Section 1.09 - Customer's Authorized Representative(s). Customer designates the following individual(s), and any successors to the positions noted, as the representative(s) of Customer with authority to sign on behalf of the Customer (the "Authorized Representative") the Certificate of Substantial Completion and Acceptance, Certificate of Final Completion and Acceptance, and Guarantee reconciliation reports:

Authorized Representative: Gerard Neugebauer
Position/Title: Mayor

Customer may change any Authorized Representative by providing written notice to Gardiner (in accordance with Section 1.06) at least fourteen (14) calendar days prior to the effective date of the change. Such change shall only be effective with respect to acts occurring after the required notice.

ARTICLE 2 · PERFORMANCE

Section 2.01 - Construction Procedures and Changes To Services. Gardiner shall supervise and direct the Services using its best skill and attention. Gardiner shall have exclusive control over construction means, methods, techniques, sequences and procedures. Gardiner shall at all times have the right to replace, delete or substantially alter any item of equipment or part of the Services, correct any work, revise any procedures included in this Agreement, or take any other actions, provided, however, that Gardiner shall obtain Customers prior consent to substantial deviations from the original scope of Services, said consent not to be unreasonably withheld or delayed.

Section 2.02 - Substantial Completion. Prior to final completion, Gardiner may provide written notice to Customer that all or substantial portions of the Services are substantially complete and request that Customer issue a Certificate of Substantial Completion and Acceptance, substantially in the form of Exhibit B.1. Substantial Completion is the date when the specified Services have been performed or installed and are operating as required by this Agreement, with only minor work remaining as may be specified on a punch list agreed to by Customer and Gardiner. Within a reasonable time thereafter, Customer and Gardiner will inspect the specified Services to determine the status of completion. If Customer does not consider the specified Services substantially complete, it will notify Gardiner in writing, giving the reasons therefor. If Customer considers any or all of the specified Services substantially complete, a Certificate of Substantial Completion and Acceptance will be issued as to such specified Services, executed by the Authorized Representative of Customer. Gardiner's request for a Certificate of Substantial Completion and Acceptance shall not be unreasonably withheld or delayed by Customer. Exhibit B.1 shall fix the date(s) of Substantial Completion and the date(s) for commencement of warranties for the accepted specified Services; Exhibit B.1 may specify the responsibilities between Customer and Gardiner for Maintenance (pursuant to Exhibit G) and any adjustment of compensation therefor. There may be attached to the certificate a tentative list of items to be completed or corrected.

Section 2.03 - Final Completion. Upon Customer's receipt of written notice from Gardiner that the Services are ready for final inspection and acceptance, Customer and Gardiner shall inspect the Services and determine whether the same have been performed in accordance with this Agreement. If Customer considers the Services complete and performed in accordance with this Agreement, Customer shall issue a Certificate of Final Completion and Acceptance, substantially in the form attached hereto as Exhibit B.2, to be executed by the Authorized Representative of Customer. In the event Gardiner presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Gardiner and does not provide to Gardiner written objections to issuance of the Certificate, identifying the specific parts of the Services the Customer believes have not been completed and providing specific facts in support of Customer's belief that the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to of Customer.

Section 2.04 - Delays. If Gardiner is delayed in the commencement or completion of any part of the Services due to an Event of Force Majeure (defined in Section 8.04), or due to Customer's action(s) or Customer's failure to perform its obligations under this Agreement or to cooperate with Gardiner in the timely performance of the Services, then Gardiner will notify Customer in writing of the existence, extent of, and reason(s) for such delay(s). Gardiner and Customer shall extend the Term for such reasonable time as they shall agree and, if Gardiner's cost for furnishing the Services is increased as a result, the Contract Price shall be increased by Change Order by the amount of Gardiner's additional costs.

Section 2.05 - Equipment Location and Access.

Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide

access to the Premises for Gardiner and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Gardiner and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Gardiner's access to correct any emergency condition shall not be restricted by Customer.

Section 2.06 - Permits and Governmental Fees. Gardiner shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Services and which are legally required when bids from Gardiner's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary private and governmental approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Section 2.07 - Utilities During Construction. At no cost to Gardiner, Customer shall provide and pay for water, heat, and other utilities consumed by Gardiner during performance of the Services hereunder. Gardiner shall install and pay the cost of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and other utilities.

Section 2.08 - Concealed or Unknown Conditions. Gardiner shall promptly notify Customer if it encounters the following conditions at the Premises, prior to significantly disturbing the same: (i) subsurface or otherwise concealed physical conditions or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Services herein.. If such conditions cause an increase in Gardiner's cost of, or time required for, performance of any of the Services (a) Gardiner and Customer shall agree, by Change Order, on how to proceed and the extent of any adjustment to the time required for performance of the Services and to the Contract Price, in light of the differing conditions and any adjustments that may be required to the Guarantee; or {b) either party may terminate this Agreement by delivery of written notice declaring termination, effective immediately pursuant to Section 3.05.

Section 2.09 - Damage to Equipment; Casualty or Condemnation of Premises. Any fire, flood, other casualty or condemnation affecting any portion of the Premises shall be a Material Change to the Baseline and Customer shall furnish notice thereof to Gardiner upon occurrence of the Material Change. Gardiner may modify any Baseline applicable to the Guarantee to account for the Material Change. If any fire, flood, other casualty, or condemnation renders a majority of the Premises incapable of being occupied or destroys a substantial part of the area(s) within which the Services is/are to be performed; Gardiner may terminate this Agreement, effective immediately, by delivery of a written notice to Customer pursuant to Section 3.05. If any significant item of the equipment furnished hereunder is irreparably damaged by the negligence or willful misconduct of an employee, agent or invitee of Customer, or is destroyed or stolen, and if Customer fails to repair or replace said item within a reasonable period of time agreed to by Gardiner, Gardiner may terminate this Agreement, effective immediately, pursuant to Section 3.05.

ARTICLE 3 · CUSTOMER'S OBLIGATIONS

Section 3.01. Access to Premises. Customer shall provide Gardiner with access to the Premises during reasonable business hours alter providing, prior written and/or e-mail notice to Customer, to inspect for Gardiner's benefit the component parts of the Services installed on the Premises and/or to validate Customer's performance of its responsibilities.

Section 3.02 - Representations and Warranties of Customer. Customer hereby warrants and represents to Gardiner that:

(a) Customer has furnished, or caused others to furnish, and, for the Term hereof, will continue to furnish to Gardiner, promptly as information becomes available, accurate, complete data other information pertaining to the Premises, including but not limited to the following:

- utility records for the 36-month period preceding the date hereof and throughout the Term;
- occupancy and usage information, including current representative tenant leases, for the 36-month period preceding the date hereof and throughout the Term;

- written surveys or descriptions of heating, cooling, lighting or other systems or energy requirements and any changes thereto;
- descriptions of all energy consuming or saving equipment used on or affecting the Premises;
- any energy or environmental audits relating to all or any part of the Premises;
- any service or maintenance agreement(s) regarding any heating, cooling, lighting or other building systems, or part thereof;
- construction drawings ("as-builts") in existence as of the date hereof or developed during the Term hereof; and
- a description of energy management procedures presently utilized by Customer for the Premises and any revisions thereto.

(b) Customer has provided Gardiner with all records heretofore requested by Gardiner 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 except as may be disclosed to Gardiner by Customer in writing; and

(c) Customer has not entered into any contracts or agreements with other persons or entities regarding the provision of energy management services or with regard to any servicing of any of the energy related equipment located on the Premises, except as heretofore disclosed to Gardiner in writing by Customer; and

(d) During the Term of this Agreement, Customer will not enter into any agreements with other persons or entities regarding the provision of energy management services or with regard to any servicing of any of the energy related equipment furnished by Gardiner hereunder, without prior written consent of Gardiner; and Premises in a manner similar to its present use, except as may have been disclosed to Gardiner by Customer in writing; and

(e) Customer presently intends to continue to use the Premises in a manner similar to its present use, except as may have been disclosed to Gardiner by Customer in writing; and

(f) No part of the systems controlled by Gardiner will be placed in a permanent "on" operating mode or manually controlled and, during the Term of this Agreement, Customer shall permit only Gardiner personnel or other qualified providers to repair, adjust or program equipment, systems, and/or controls, except in the event of an emergency, in which event Customer may remedy the emergency and shall notify Gardiner as soon as possible of the existence of the emergency and measures taken by Customer; and

(g) Customer has disclosed in writing to Gardiner the existence and location of all known or suspected asbestos and other Hazardous Materials (defined in Article 5) on the Premises; and

(h) Customer will provide Gardiner with copies of any successor or additional contracts for management or servicing of preexisting equipment that may be executed from time to time hereafter within ten (10) days after execution thereof and information or services under Customer's control shall be furnished promptly by Customer; and

(i) the execution, delivery and performance by Customer of this Agreement does not violate any provision of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or Customer's respective charter or by-laws or create a default under any agreement, bond, note or indenture to which Customer is a party or by which Customer is bound or to which any of Customer's property is subject; and Customer has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either Party's ability to perform its respective obligations hereunder and, if Customer is a governmental entity or instrumentality thereof, Customer has complied with all laws and regulations relative to bidding or procurement of the Services hereunder; and

(j) this Agreement has been duly authorized, executed and delivered by Customer, and constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles of general application relating to or affecting the enforcement of creditor's rights and remedies;

(k) Customer shall notify Gardiner within twenty-four (24) hours of Customer's receipt of actual or constructive notice of (1) any material malfunction in the operation of the equipment installed or equipment affected by the Services provided pursuant to this Agreement and/or (2) any interruption or alteration of the energy supply to the Premises; and

(l) Customer acknowledges and agrees that the Maintenance will be performed by Gardiner or on behalf of Gardiner by a Gardiner authorized service provider; and

(m) Customer is the fee owner of the Premises and the real estate upon which the Premises are located.

Section 3.03 - Customer Default. Each of the following events or conditions shall constitute a default by Customer and shall give Gardiner the right to, without an election of remedies, immediately terminate this Agreement pursuant to section 3.05.

(1) Any failure by Customer to pay or cause to be paid amounts due Gardiner more than thirty (30) days after the date of the invoice therefor;

(2) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made;

(3) Any default by Customer under any instrument or agreement (i) related to the financing or leasing of all or any part of the Services or equipment hereunder and/or (ii) granting to any person or entity a security interest in and to the equipment to be installed or furnished hereunder;

(4) Any failure by Customer to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Customer fails to promptly begin to cure and diligently proceed to completion thereof;

(5) Any failure by Customer to pay as and when due the Maintenance Price and/or any failure by Customer to perform or comply with any material term or condition of Exhibit G; or

(6) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, Customer shall become insolvent, make a general assignment for the benefit of creditors, or Customer shall fail to pay its debts as and when they become due.

Without limiting the generality of the foregoing, in the event of a default by Customer in its payment obligations hereunder, upon prior notice to Customer, Gardiner may enter upon the Premises where the equipment comprising a part of the Services is located and disconnect and/or remove the same without being liable to any suit, action or other proceeding by the Customer.

Section 3.04 - Gardiner Default. Each of the following events or conditions shall constitute a default by Gardiner and shall give Customer the right, upon thirty (30) calendar days prior written notice to Gardiner, to terminate this Agreement by delivery of written notice declaring termination, after which, if Gardiner has not cured the default within such thirty (30) day period, Customer may take possession of the site together with all materials thereon, and move to complete the Services itself expediently. If the unpaid balance of the Contract Price exceeds the expense of finishing the Services, the excess shall be paid to Gardiner, but if the expense exceeds the unpaid balance, Gardiner shall pay the difference to Customer upon demand by Customer:

(1) Any representation or warranty furnished by Gardiner in this Agreement is false or misleading in any material respect when made;

(2) Any failure by Gardiner to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Gardiner demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Gardiner fails to promptly begin to cure and diligently proceed to completion thereof; or

(3) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Gardiner, Gardiner becomes insolvent, or Gardiner makes a general assignment for the benefit of creditors.

Gardiner's liability to Customer under the Guarantee shall be limited to energy savings guaranteed in connection with energy conservation measures that are completely installed by Gardiner (or by Customer in accordance with the specifications and requirements hereof, and/or prepared on behalf of Gardiner for the same, and Gardiner reasonably accepts the work) and such savings shall be determined in accordance with the appropriate Guarantee exhibit and generally accepted engineering principles. In the event Customer proceeds to complete the Services, it shall complete the same on or before the expiration of sixty (60) calendar days after the effective date of the termination of this Agreement by Customer.

Section 3.05 - Termination. Termination as provided in this Agreement will be effectuated by delivery of ten (10) calendar days advance written notice by the Party seeking termination declaring termination, upon which event a) Customer shall be liable to Gardiner for all Services furnished to date and any damages sustained by Gardiner, including lost profits and the price of any specially manufactured items, whether in production or delivered; and b) Gardiner shall have no further obligation to Customer under this Agreement. Any termination under this Agreement not based on a default provision shall be deemed a termination for convenience.

ARTICLE 4 · INSURANCE

Section 4.01 - Gardiner's Liability Insurance. Gardiner shall purchase from and maintain, without interruption from the commencement of the Services throughout the Term, a Commercial General Liability policy, Worker's Compensation and Employer's Liability policy and Commercial Automobile Liability policy, through a company or companies rated A VIII or better by A.M. Best Company.

Section 4.02 - Customer's Liability and Property Insurance.

(a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate.

(b) Customer shall purchase and maintain (until the later of the date of issuance of the Certificate of Final Completion and the date of Customer's Final Payment) property insurance for the installation work in progress at least in an amount equal to the Contract Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis from an insurer reasonably acceptable to Gardiner. Such property insurance shall include the interests of Customer, Gardiner, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Gardiner and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer.

(c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Gardiner shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Gardiner, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment or settlement and the parties shall proceed to resolve the disagreement.

Section 4.03 - Customer's Loss of Use/Business Interruption Insurance. Customer may purchase and maintain insurance to protect against loss of use of Customer's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Customer acknowledges that Gardiner is not required to purchase or maintain such insurance against the loss of use of Customer's property or business interruption. CUSTOMER HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST GARDINER AND ANY OF ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND OFFICERS FOR LOSS OF USE OF CUSTOMER'S PROPERTY OR BUSINESS INTERRUPTION, WHETHER INSURED OR NOT, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES DUE TO SUCH HAZARDS, REGARDLESS OF CAUSE.

Section 4.04 - Evidence of Insurance. Customer

and Gardiner shall furnish to the other certificate(s) of insurance prior to commencement of performance of any Services, evidencing the coverages and limits required to be maintained under this Agreement. Such certificate(s) shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until

at least thirty (30) days prior written notice has been given to the other party. The certificate(s) shall name the other party as an "additional insured" to the extent of the indemnity obligation assumed by the insured party under this Agreement. Neither the procurement nor maintenance of any type of insurance by Customer shall in any way be construed or deemed to limit, waive, or release Customer from any of the obligations and risks of Customer under this Agreement, or to be a limitation on the nature and extent of such obligations and risks.

ARTICLE 5 · HAZARDOUS MATERIALS

Section 5.01 - Asbestos And Hazardous Materials. Except as expressly stated in Exhibit B, Gardiner's Services expressly exclude any work connected or associated with Hazardous Materials. Hazardous Materials mean any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ('ACM's"), polychlorinated biphenyl ('PCB"), and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).

Gardiner shall not perform any identification, abatement, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials on the Premises. To the best of Customer's knowledge, Customer warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit C (Description of Premises) or Exhibit F (Hazardous Materials), there are no Hazardous Materials on the Premises in areas within which Gardiner will be performing any part of the Services or Customer has disclosed to Gardiner the existence and location of any) Hazardous Materials in all areas within which Gardiner will be performing any part of the Services. Gardiner's responsibility, if any, for any Hazardous Materials, shall be limited to and as expressly set forth in Exhibit F and Customer shall, at all times, be and remain the owner and generator of any and all Hazardous Materials on the Customer's Premises and responsible for compliance with all laws and regulations applicable to such Hazardous Materials. Should Gardiner become aware of or suspect the presence of Hazardous Materials in the course of performing the Services that are not disclosed in Exhibits 8, C or F, or which present or may present a hazard to or endanger health welfare or safety, Gardiner shall have the right to immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to remove or render harmless the Hazardous Materials in accordance with all applicable laws and regulations. Gardiner shall be required to resume performance of the Services in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, Gardiner may terminate this Agreement pursuant to Section 3.05. Customer shall compensate Gardiner for any additional costs incurred by Gardiner as a result of work stoppage, including demobilization and remobilization. In addition to any other indemnity obligation of Customer to Gardiner, to the maximum extent permitted by law, Customer shall indemnify, defend, and hold harmless Gardiner, its officers, directors, beneficiaries, shareholders, partners, agents, representatives, and employees (collectively referred to as 'Gardiner" for purposes of this Article 5) and Gardiner's subcontractors from all fines, suits, actions, claims, penalties, and proceedings of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with or related to: (1) any leak, deposit, spill, discharge, or release or disposal of Hazardous Materials in connection with the performance of this Agreement, except to the extent such Hazardous Materials were brought onto the Premises by Gardiner, and/or (2) Customer's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes,

rules and regulation now or at any time hereafter in effect regarding Hazardous Materials.

ARTICLE 6• INDEMNIFIC ATION & LIMITATION OF LIABILITY

Section 6.01 - Indemnification. Gardiner agrees to indemnify and hold Customer, and Customer's consultants, agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Gardiner's or lower tier subcontractor's negligent actions or willful misconduct in its performance of the Services.

Section 6.02 - Limitation of Liability.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY. IN NO EVENT SHALL GARDINER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

ARTICLE 7• WARRANTY

Section 7.01 - Workmanship and Equipment Warranty.

(a) Gardiner warrants to the Customer that materials and equipment furnished under this Agreement ("Gardiner's Material and Equipment") will be of good quality and new unless otherwise required or permitted by this Agreement. Gardiner's Material and Equipment and the Services are hereinafter jointly referred to, for purposes of this Article 7, as the "Work". The Work will be free from defects not inherent in the quality required or permitted. The Work will perform all functions for which it is intended, and the Work will conform to the requirements of this Agreement. Work not conforming to these requirements may be considered defective.

(b) Gardiner agrees to correct all work which proves to be defective in design, workmanship or materials within a period of one (1) year from the date of Final Completion of the Services (the "One Year Period"). The guarantee provided in this Section 7.01 does not establish a period of limitation with respect to Gardiner's other obligations under this Agreement, has no relationship to the time within which the Customer may seek to enforce this Agreement, and shall be in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or this Agreement.

(c) If defective Work becomes apparent within the One Year Period, the Customer shall notify Gardiner in writing. Within five (5) days of receipt of said notice, Gardiner shall visit the Premises with one or more representatives of the Customer to determine the extent of the defective Work. Gardiner shall promptly repair or replace the defective Work, including all adjacent or damaged as a result of such defective Work or as a result of remedying the defective Work. If the defective Work is considered by the Customer to be an emergency, Customer may require Gardiner to visit the Premises within one (1) business day of receipt of said notice. Gardiner shall be fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective Work.

(d) If Gardiner does not promptly repair or replace the defective Work, the Customer may repair or replace such defective Work and charge the reasonable cost thereof to Gardiner or Gardiner's surety. Work which is repaired or replaced by Gardiner shall be subject to the Customer's inspection and acceptance and shall be guaranteed by Gardiner for one (1) year from the date of acceptance of the corrective Work by the Customer.

(e) In addition to the warranty set forth above, Gardiner shall, at the Customer's request, assign to the Customer any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Gardiner and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year guarantee set forth in Section 7.01(b). Gardiner shall, prior to installing material and/or equipment which is subject to a warranty, provide a copy of the warranty to the Customer.

The foregoing does not apply to Maintenance and the warranties for Maintenance are separately stated on Exhibit G of this Agreement.

THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN

NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GARDINER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. GARDINER SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT INHIBIT THE GROWTH OF SUCH MATERIALS.

ARTICLE 8 · GENERAL PROVISIONS

Section 8.01 - Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Gardiner, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

Section 8.02 - Applicable Law and Jurisdiction. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Premises is located. Customer hereby consents and submits to the personal jurisdiction of the courts of the state where the Premises is located and of the United States District Court in such state and to being sued, whether in the state where the Premises is located or elsewhere.

Section 8.03. Complete Agreement. This Agreement and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference and the performance bond to be obtained by Gardiner prior to commencement of work hereunder, shall constitute the entire agreement between both parties regarding the subject matter hereof. There are no agreements, understandings, or covenants between the parties of any kind, expressed or implied, oral or otherwise pertaining to the Services that have not been set forth in this Agreement. Any Proposals furnished by Gardiner prior to execution of this Agreement were for negotiation purposes only and shall not constitute legally binding commitments. This Agreement may not be amended, modified or terminated except by a writing signed by the Parties hereto. The energy audit authored by Gardiner and/or its consultant(s), including any summaries, excerpts, and abstracts thereof (collectively, the "Energy Audit), are used to show operational and consumption data and calculations and projections regarding savings, but do not reflect the savings guaranteed by Gardiner; in the event of any conflict or contradiction between the Energy Audit and the provisions of this Agreement and its Exhibits, the provisions of this Agreement and its Exhibits shall govern.

Section 8.04 - Force Majeure. Neither party shall be considered to be in default hereunder when a failure of performance (other than Customer's obligation to make payment to Gardiner) is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause or event beyond the control of the Party. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of the Party. If either Party is rendered unable to fulfill any of its obligations under this Agreement by reason of an Event of Force Majeure it shall give prompt written notice of such fact to the other Party and the obligated Party's obligations shall be suspended until removal of the Event of Force Majeure. If either Party shall be unable to carry out any material obligation under this Agreement due to Event of Force Majeure, this Agreement shall, at the election of either Party: (i) remain in effect but the Parties' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days notice to the other party, pursuant Section 3.05.

Section 8.05 - Further Documents. The Parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Section 8.06 - Severability. If any term or conditions of this Agreement is invalid, illegal or incapable of being

enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any Party hereto. Upon any such determination of invalidity, illegality or unenforceability, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

Section 8.07 - Signatures in Counterpart. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A facsimile or electronic copy hereof shall suffice as an original.

Section 8.08 - Neutral Interpretation. The form of this Agreement has been prepared initially by Gardiner. However, the parties acknowledge that this is a negotiated Agreement and, in the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for, nor more strongly against, either Party.

Section 8.09 - Disputes. The Parties will at all times act in good faith in their dealings under this Agreement and they will, prior to the commencement of any formal dispute resolution process, meet and confer regarding the dispute and its resolution. If such informal conferrals do not result in a resolution, such dispute shall first be submitted, within thirty (30) days of the date the dispute arises, to mediation in Cleveland, Ohio pursuant to the Commercial Dispute Resolution Procedures ("Procedures") of the American Arbitration Association. The parties shall choose a mutually agreeable mediator. (Not the American Arbitration Association). Any agreement regarding settlement reached at the mediation shall be reduced to writing and signed by the parties no later than seven (7) days after the conclusion of the mediation. If the mediation does not resolve the dispute, then the dispute shall be submitted, no later than fourteen (14) days after the mediation, to arbitration in Cleveland, Ohio before a single, mutually agreed upon Arbitrator, which shall be conducted pursuant to the same Procedures and shall occur no later than forty-five (45) days after the Demand for Arbitration is provided to the opposing party. The Parties shall share equally the fees of the Mediator and, if applicable, the fees of the Arbitrator. The award rendered by the Arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section 8.10 - Tax Incentives. To the extent permitted by law, Customer agrees to allocate to Gardiner, as designer of the Project, such tax credits and deductions attributable to the Project. This includes but is not limited to the energy credit placed into effect through the Energy Policy Act of 2005 (EPACT) – §179D(c) (l) and (d) of the Internal Revenue Code.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have each executed this Agreement, effective as of the date first above written.

Gardiner Service Company

By:_____

Its:

Date: _____

The City of Green

By:_____

Its:

Date:_____

GARDINER

EXHIBIT B
SCOPE OF SERVICES

The Services are defined as the following:

City of Green

Energy Project Scope of Work Gardiner

5-27-2021

SCOPE OF WORK:

Location:

Central Administration Building
1755 Town Park Blvd.
Green, OH 44685

1) LED Lighting Retrofit (ECM 01-01)

a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPACT certification and, if applicable, recycling of materials to be removed. A more detailed scope of work appears in Appendix A.

b. Interior and exterior lighting included:

City Hall Building	**942**
RT, 4' 10.5W SE LED 2L	148
No Action - Existing Efficient Fixture	14
RT, 4' 10.5W SE LED 4L	2
RT, 4' 10.5W SE LED 1L	15
RT, 4' 10.5W SE LED 3L	1
LED 25W PAR38 Retrofit	9
LED 17W A21 Retrofit	16
RC LED Retrofit 1000 Lm 6"	15
LED PT Retrofit 4 kLm	6
RT, LED 10W 4P 2G11 2L	8
RB/RL, D, 4' LED T5HO 2L	83

RB/RL, D, 2' LED T5HO 2L	28
RT, 2' 9W SE LED T5 2L	18
RB/RL, D, 4' LED T5HO 2L BL	251
RT, LED 16W 2P G24D/Q H 4L	5
RC LED Retrofit 2000 Lm 6"	101
RT, LED 16W 2P G24D/Q H 6L	12
RB/RL, D, 2' LED T5 2L BL	54
RT, 3' 12W SE LED 1L	2
RC LED Retrofit 2000L 6" Dimming	68
RC LED Retrofit 1500L 6" Dimming	41
RT, 4' 25W SE LED T5HO 1L	13
Wall Sconce LED UP/DN 2.7 kLm	4
Wall Pack LED TR 3 kLm	11
Flood LED 7.7 kLm SF	2
Custom Post Top Retrofit II	15

2) Retro-Commissioning & Upgrade Automation – (ECM 01-03)

a) The existing building automation system is manufactured by Trane. The Trane Tracer Summit building automation system is controlling the major HVAC equipment in the facility. Trane Tracer Summit utilizes a proprietary communication protocol. This limits the amount of program optimization possible without special software and training available only to Trane offices.

b) Proposed Solution -

i) Equipment to be controlled

(1) Air Handling Unit – Qty. 1

(2) Heat Pump – Mechanical Systems

(3) Heat Pumps – Qty. 65

(4) Exhaust Fans – Qty. 3

(5) Sump Pump System

c) Gardiner will remove and replace the existing Trane master controller and replace it with an open protocol, non-proprietary Niagara N4 master controller and software driver. The software driver facilitates re-using the existing Trane unitary and terminal equipment controllers. Existing wiring infrastructure, electrical interface devices, electronic actuators and sensors will be re-used. As part of the lighting retrofit, motion sensor technology will be installed and utilized to create occupancy based HVAC control in areas served by the heat pumps. The existing sump pump system will be connected to the existing building automation system for monitoring/alarming purposes.

The new controls will be networked into the Niagara N4 Web Supervisor. Floor

plan and equipment level graphics will be created for the facility. Gardiner's offering is a turn-key installation including all electrical and technical labor needed for an operational system. Upon completion operational training and as-built documentation will be provided.

Gardiner will provide the necessary technical labor to program the lighting control system.

SCOPE OF WORK:

Location:
Fire Station #1
4200 Massillon Road
Green, OH 44685

1) LED Lighting Retrofit (ECM 01-01)

a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPACT certification and, if applicable, recycling of materials to be removed. A more detailed scope of work appears in Appendix A.

b. Interior and exterior lighting included:

Fire Station #1	**204**
Exit Sign LED BB	1
RT, 4' 10.5W SE LED 2L	10
No Action - Existing Efficient Fixture	17
RT, 4' 10.5W SE LED 4L	12
RT, 4' 10.5W SE LED 2L, 2x4 Refl Kit	58
RT, 4' 10.5W SE LED 1L	2
LED 9W A19 Replacement	10
RT, 2' 7W SE LED 2L, 2x2 Refl Kit	37
LED 15W A19 Replacement	2
RT, 2' 7W SE LED 2L	1
LED 15W PAR38 Replacement	2
LED 8W BR30 Replacement	9
RC LED Retrofit 1000 Lm 6"	2
LED 5W G25 Replacement 6L	1
Flood LED 12.4 kLm YK	6
Custom Post Top Retrofit	4
RT, 4' 18.5W SE LED 2L	30

2) Provide WEB Automation System – (ECM 02-02)

a. There is no existing building automation system

b. Proposed Solution -

i) HVAC Equipment to be automated

(1) Hot Water Boilers – Qty. 2 and pumps – Qty.3

(2) Domestic Hot Water Boilers

(3) Fan Coil Units with Remote Condensers – Qty. 7

(4) IT Room HVAC Units – Qty. 2

(5) Unit Heaters - Qty. 4

c. Gardiner will install an open protocol unitary controller and expansion modules to control the hot water boilers, domestic hot water boilers and associated pumps. New strap-on hot water temperature sensors, control relays and interface devices will are included. Each fan coil unit will be furnished with a combination thermostat/controller, discharge air sensor, heating valve and control relay. Gardiner will furnish sensors in the areas served by the IT HVAC equipment. The sensors will be set up to monitor/ alarm space temperature conditions. Each space served by a unit heater will be furnished with a zone sensor for temperature control.

d. Utilizing a router and a communications wiring link the above controls will be networked into the Niagara N4 Web Supervisor. Floor plan and equipment level graphics will be created for the facility. Gardiner's offering is a turn-key installation including all electrical and technical labor needed for an operational system. Upon completion operational training and as-built documentation will be provided.

3) Add Separate Reheat for Office – (ECM 02-03)

a. The room is using electric heat to keep the occupant comfortable during summer and winter because of her location on the fan coil system.

b. Proposed Solution - Install a new 300 cfm VAV box with HW reheat coil in 8"x9" supply duct in the old zoning office corner room.

c. The variable air volume box being provided for the front receptionists area will be furnished with a new space temperature sensor, discharge air sensor and modulating heating valve.

d. Gardiner's offering is a turn-key installation including all electrical and technical labor needed for an operational system. Utilizing a router and a communications wiring link the above controls will be networked into the Niagara N4 Web Supervisor. Floor plan and equipment level graphics will be created for the application.

4) Separate Office and Fitness Room Systems– (ECM 02-04)

a. The addition to the building included only one system for the main office and the fitness area which is causing discomfort to the occupants of both areas.

b. Proposed Solution - Install a new fan coil and Dx system for the fitness area separating it from the main office unit. The conference room will be added to the system in this area instead of off the old system in the older portion of the building.

c. The unit being provided for the fitness room will be furnished with a thermostat, discharge air temperature sensor and modulating heating valve.

d. Gardiner's offering is a turn-key installation including all electrical and technical labor needed for an operational system. Utilizing a router and a communications wiring link the above controls will be networked into the Niagara N4 Web Supervisor. Floor plan and equipment level graphics will be created for the application.

5) Install New Combustion Air – (ECM 02-06)

a. The existing boiler room does not have adequate combustion air to feed the amount of boiler capacity in the building causing a draft on the building and the system to operate inefficiently.

b. Proposed Solution - A new ceiling mounted combustion air intake will be installed to allow proper air flow to the hot water boiler system.

SCOPE OF WORK:

Location:
Fire Station #2
393 E Turkeyfoot Lake Road
Green, OH 44319

1) LED Lighting Retrofit (ECM 03-01)

a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPACT certification and, if applicable, recycling of materials to be removed. A more detailed scope of work appears in Appendix A.

b. Interior and exterior lighting included:

Fire Station #2	**122**
RT, 4' 10.5W SE LED 2L	2
No Action - Existing Efficient Fixture	5
RT, 4' 10.5W SE LED 2L, 2x4 Refl Kit	33
RT, 4' 10.5W SE LED 3L	30
LED 9W A19 Replacement	4
LED 8W BR30 Replacement	3
No Action - Work to be done by others	7
RT, LED 6W 2P G24D/Q H TP	2
RT, 4' 18.5W SE LED 4L, 8' REFL Kit-Labor Only	36

2) **Provide WEB Automation System – (ECM 03-03)**

a. There is no existing building automation system

b. Proposed Solution -

i) HVAC Equipment to be automated

(1) Individual package Heat/Cool Systems – Qty.3

c. Each split system unit will be furnished with a combination thermostat/controller, discharge air sensor, and control relay. Utilizing a router and a communications wiring link the above controls will be networked into the Niagara N4 Web Supervisor. Floor plan and equipment level graphics will be created for the facility. Gardiner's offering is a turn-key installation including all electrical and technical labor needed for an operational system. Upon completion operational training and as-built documentation will be provided.

SCOPE OF WORK:

Location:
Torok Community Center
4420 Massillon Road
Green, OH 44720

1) **Integrate & Replace Automation System (ECM 05-02)**

a. The renovation to the building included the installation of an AP Stat as a stand-alone application.

b. *Proposed Solution - The AP Stat installed will be added to the WEB system network by utilizing a router and a communications wiring link the above controls will be networked into the Niagara N4 Web Supervisor. Floor plan and equipment level graphics will be created for the facility. Gardiner's offering is a turn-key installation including all electrical and technical labor needed for an operational system. Upon completion operational training and as-built documentation will be provided.*

SCOPE OF WORK:

Location:
Central Park Community Center
1795 Steese Road
Green, OH 44685

2) **Integrate & Replace Automation System (ECM 06-02)**

a. The existing building automation system is manufactured by Automated Logic. The Automated Logic building automation system is controlling the main HVAC equipment in the facility. Automated Logic utilizes a proprietary communication protocol and special software limiting access and program customization.

b. *Proposed Solution -*

i) HVAC Equipment to be automated

(1) Rooftop Units – Qty. 2

(2) Split Systems - Qty. 1 (Main Concession)

(3) Split System – Qty. 4 (Secondary Concession)

3) The existing Automated Logic controllers will be removed and replaced with open protocol, non-proprietary controllers. The existing sensors, actuators, interface devices and wiring associated with the Automated Logic system will be re-used. Utilizing a router and a communications wiring link the above controls will be networked into the Niagara N4 Web Supervisor. Floor plan and equipment level graphics will be created for the facility. Gardiner's offering is a turn-key installation including all electrical and technical labor needed for an operational system. Upon completion operational training and as-built documentation will be provided.

SCOPE OF WORK:

Location:
Raintree Golf & Event Center
4350 Mayfair Road
Uniontown, OH 44685

1) LED Lighting Retrofit (ECM 07-01)

a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPACT certification and, if applicable, recycling of materials to be removed. A more detailed scope of work appears in Appendix A.

b. Interior and exterior lighting included:

Raintree Golf Center	**302**
Exit Sign LED BB	15
RT, 4' 10.5W SE LED 2L	43
No Action - Existing Efficient Fixture	134
RT, 4' 10.5W SE LED 4L	18
RT, 4' 10.5W SE LED 1L	1
LED 9W A19 Replacement	22
RT, 4' 10.5W SE LED 4L, 8' BC Kit	8
Wall Pack LED Security 1.8 kLm PC	7
Barnlight LED 4 kLm PC	8
LED 9W A19 Replacement 2L	1
LED 17W A21 Retrofit	3
Wall Pack LED FT TWH 3.4 kLm	3

Wall Pack LED FT TWH 6.9 kLm	1
Flood LED 3 kLm KN	2
LED 13W PAR38 Replacement	7
LED 9W A19 Replacement 4L	12
LED 4W E11 Replacement 4L	2
Wall Pack LED FT TWH 8.4 kLm Flood	1
LED 12.4 kLm SF	6
LED PT Retrofit 4 kLm	8

2) Provide Automation System Integration – (ECM 08-02)

a. The existing building has no existing automation system

b. *Proposed Solution -*

i) HVAC Equipment to be automated:

(1) Rooftop Units – Qty. 5

(2) Split Systems – Qty. 4

(3) Split System – Qty. 1 (Cart Storage)

(4) Unit Heaters – Qty. 2 (Service Bldg.)

(5) Gas Tube Heater – Qty. 1 (Service Bldg.)

(6) Heating/Cooling Unit – Qty. 1 (Service Bldg.)

3) The roof top units and split systems will be furnished with a combination thermostat/controller, discharge air sensor, and control relay. Utilizing a router and a communications wiring link the above controls will be networked into the Niagara N4 Web Supervisor. Floor plan and equipment level graphics will be created for the facility. The split system (Cart Storage) will be furnished with a thermostat, discharge air temperature sensor and control relay and will function in a stand-alone mode. The unit heaters, gas tube heater and heating cooling unit all serving the service building will each be furnished with a programmable thermostat. This equipment will also function in a stand-alone mode. Gardiner's offering is a turn-key installation including all electrical and technical labor needed for an operational system. Upon completion operational training and as-built documentation will be provided.

4) Replace (2) Package Units – (ECM 08-03)

a. The golf center portion of the building is conditioned by 4 attic mounted packaged heating and cooling units which are very old and inefficient. Two have been replaced recently on emergency.

b. *Proposed Solution - Gardiner will replace the remaining 2) packaged gas heating and DX cooled systems with equivalent size but much higher efficiency systems.*

SCOPE OF WORK:

Location:
City Parks & Street Lighting
Various Locations

1) Boettler Park - LED Lighting Retrofit (ECM 09-01)

a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPACT certification and, if applicable, recycling of materials to be removed. A more detailed scope of work appears in Appendix A.

b. Exterior lighting included:

Boettler Park	**56**
RT, 4' 10.5W SE LED 4L	10
Wall Pack LED Security 1.8 kLm PC	3
Canopy LED 2.3 kLm	3
Canopy LED 1.4 kLm	6
RT, 4' 18.5W SE LED 4L, 8' VT Kit	2
Wall Pack LED CO 1.4 kLm PC	6
RT, 4' 10.5W DE LED 1L	2
LED HID Omni Retrofit 5 kLm Mog Base	4
Teardrop LED 24 kLm	8
Teardrop LED 16 kLm	12

2) Greensburg Park - LED Lighting Retrofit (ECM 09-02)

a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPACT certification and, if applicable, recycling of materials to be removed. A more detailed scope of work appears in Appendix A.

b. Exterior lighting included:

Greensburg Park	**53**
RT, 4' 10.5W SE LED 2L	4
No Action - Existing Efficient Fixture LED 9W A19	8
Replacement	1
Area LED 10 kLm	15
Flood LED 3 kLm KN	2
Canopy LED 2.3 kLm	7

Canopy LED 1.4 kLm	9
RT, 4' 18.5W SE LED 4L, 8' VT Kit	2
Flood LED 12.4 kLm YK PC	2
RT, 4' 10.5W SE LED 4L, 8' VT Kit	1
Wall Pack LED CO 2.1 kLm PC	2

3) East Liberty Park - LED Lighting Retrofit (ECM 09-04)

a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPACT certification and, if applicable, recycling of materials to be removed. A more detailed scope of work appears in Appendix A.

b. Exterior lighting included:

East Liberty Park	**8**
RT, 4' 10.5W SE LED 2L	8

4) Springhill Sports Complex - LED Lighting Retrofit (ECM 09-05)

a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPACT certification and, if applicable, recycling of materials to be removed. A more detailed scope of work appears in Appendix A.

b. Exterior lighting included:

Springhill Sports Complex	**35**
RT, 4' 10.5W SE LED 2L	2
RT, 4' 10.5W SE LED 4L	14
Wall Pack LED Security 1.8 kLm PC	5
Canopy LED 2.3 kLm	14

5) Arris Park - LED Lighting Retrofit (ECM 09-06)

a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPACT certification and, if applicable, recycling of materials to be removed. A more detailed scope of work appears in Appendix A.

Ariss Park	**29**
RT, 4' 10.5W SE LED 2L	1
RT, 4' 10.5W SE LED 4L	10
Wall Pack LED Security 1.8 kLm PC	4
Canopy LED 2.3 kLm	14

6) Steese & Shriver Road - LED Lighting Retrofit (ECM 09-09)

a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPACT certification and, if applicable, recycling of materials to be removed. A more detailed scope of work appears in Appendix A.

b. Exterior lighting included:

Steese & Shriver Road Street Lights	**71**
No Action	9
LED PT Retrofit 4 kLm	31
LED Lantern Retrofit 3 kLm	31

7) Laubey Road - LED Lighting Retrofit (ECM 09-10)

a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPACT certification and, if applicable, recycling of materials to be removed. A moredetailed scope of work appears in Appendix A.

b. Exterior lighting included:

Lauby Road Street Lights	**91**
Custom Roadway Post Top Retrofit	91

SCOPE OF WORK:

Location:
District Wide Application – WEB System
Green, OH 44389

1) WEB Supervisor Head End System (ECM 10-01)

a. Existing - The City of Green currently does not have an enterprise software package in which all facilities connect into. With the exception of the Administration Building and Community Center most facilities have very minimal centralized control, utilizing individual heating/cooling thermostats.

b. *Proposed Solution - Gardiner will be installing the Niagara Framework. A central operator's work station will be provided to host the Niagara N4 Web Supervisor software. The Web Supervisor software will function as the hub for all control upgrade work proposed throughout the City. All floor plan and equipment level graphics for the buildings will reside at the Web Supervisor level. The Web Supervisor will function as the collection point for on-going operational data extracted from each facilities building automation system. The on-going data collection will be used to identify, improve and measure operational efficiency being delivered through Gardiner's Building AI Agreement (see Building AI scope).*

GARDINER

EXHIBIT B.1
CERTIFICATE OF SUSTANTIAL COMPLETION

Certificate of Substantial Completion and Acceptance

{City of Green & Energy Project}

Gardiner Project No.:

Date Certificate Submitted to Customer:

The Services performed pursuant to the Gardiner Agreement, by and between **The City of Green** ("Customer") and Gardiner U.S. Inc., dated as of_____, have been inspected by the undersigned Customer, have been determined to be substantially complete, and Customer accepts the same.

The Date(s) of Substantial Completion for the Services noted below is/are hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

The Warranty Period, pursuant to Article 7 of the Agreement, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

Customer, by and through the undersigned duly authorized representative, accepts the above listed Services as substantially complete and assumes full possession thereof as of the Date of Substantial Completion.

(Customer)

By:_____

Its:_____

Date: _____

GARDINER

EXHIBIT B.2
CERTIFICATE OF FINAL COMPLETION

Certificate of Final Completion and Acceptance

{City of Green & Energy Project}

Gardiner Project No.:

Date Certificate Submitted to Customer:

The Services performed pursuant to the Gardiner Agreement, by and between **The City of Green** ("Customer") and Gardiner U.S. Inc., dated as of_____, have been inspected by the undersigned Customer, have been determined to be substantially complete, and Customer accepts the same.

The Date(s) of Substantial Completion for the Services noted below is/are hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

The Warranty Period, pursuant to Article 7 of the Agreement, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

Customer, by and through the undersigned duly authorized representative, accepts the above listed Services as substantially complete and assumes full possession thereof as of the Date of Final Completion.

(Customer)

By:_____

Its:_____

Date: _____

GARDINER

EXHIBIT C
DESCRIPTION OF PREMISES

The Premises are described as follows:

The City of Green
Central Administration Building
1755 Town Park Blvd.
Green, OH 44685

Fire Station #1
4200 Massillon Rd
Green, OH 44685

Fire Station #2
393 E Turkeyfoot Lake Rd.
Green, OH 44319

Fire Station #3
3795 Mayfair Road
Green, Ohio 44685

South Annex Buildings
5383 Massillon Rd
Green, OH 44720

Central Park Community Hall
1795 Steese Rd
Green, OH 44685

Raintree Golf & Event Center
4350 Mayfair Rd.
Uniontown, OH 44685

Torok Community Center
4224 Massillon Road
Green, Ohio 44685

Boettler Park
Greensburg Park
East Liberty Park
Spring Hills Sports Complex
Arris Park
Steese & Shriver Road Street Lighting
Lauby Road Street Lighting

GARDINER

EXHIBIT D
NOTICE TO PROCEED

The City of Green Energy Project

Gardiner Project No.:

Customer has closed on its financing (the "Financing Closing") of the Gardiner Agreement, dated _____, 20_____as evidenced by the attached fully executed contract documents for financing of the Contract Price and funding of any escrow account provided for by the financing documents.

The entity providing funding to Customer:

Company Name: _____

Address: _____

_____

Contact Name: _____

Telephone Number: _____

Email: _____

Pursuant to Section 1.04 of the Agreement, Customer hereby executes and issues this written Notice to Proceed authorizing Gardiner to immediately commence performance of the Services in accordance with the Agreement.

(Customer)

By:_____

Its:_____

Date: _____

GARDINER

EXHIBIT E
ENERGY SAVINGS GUARANTEE & OPERATIONAL SAVINGS

Section 1. Energy Savings Guarantee. Gardiner guarantees that, as a result of the Services Gardiner will furnish hereunder, Customer will realize Total Energy Savings shown (in Units) in Table 1b, in each of the consecutive twelve-month periods following the Commencement Date (each such twelve- month period being hereafter referred to as a "Guaranteed Savings Year") for

TABLE 1A - ECM DESCRIPTION PER BUILDING

(1) City Administration Building	
ECM No.	ECM Description
01-01	Lighting - LED Energy Retrofit
01-03	Retro-Commissioning & Upgrade Automation
(2) Fire Station 1	
ECM No.	ECM Description
02-01	Lighting - LED Energy Retrofit
02-02	Provide WEB Automation System
02-03	Add Separate Reheat for Office
02-04	Separate Office & Fitness Room HVAC
02-06	Install Combustion Air
(3) Fire Station 2	
ECM No.	ECM Description
03-01	Lighting - LED Energy Retrofit
03-03	Provide WEB Automation System
(5) Torok Community Center	
ECM No.	ECM Description
05-02	Plumbing & HVAC Control
(6) Central Park Community Hall	
ECM No.	ECM Description
06-02	Integrate Automation
(8) Raintree Golf Center	
ECM No.	ECM Description
08-01	Lighting - LED Energy Retrofit
08-02	Provide WEB Automation System
08-03	Replace (2) Package Units

(9) City Lighting - Parks & Streets	
ECM No.	ECM Description
09-01	Boettler Park - Lighting
09-02	Greensburg Park - Lighting
09-04	East Liberty Park - Lighting
09-05	Spring Hill - Lighting
09-06	Arris Park - Lighting
09-09	Steese Rd Lighting
09-10	Laubey Rd Lighting
(10) City Wide	
ECM No.	ECM Description
10-01	WEB Supervisor

Table 1b – Annual Total Energy Savings Per Building and ECM

(1) City Administration Building							
ECM	Electric Energy Savings ($/yr)	Natural Gas Savings ($/yr)	Water Savings ($/yr)	TotalEnergy and Water Cost savings Y1 ($/yr)	Other Energy Related O&M Cost SavingsY1 ($/yr)	Total Cost Savings Y1 ($/yr)	M&V Option Used
01-01	$ 23,497	$ -	$ -	$ 23,497	$ 421	$ 23,918	Option A/C
01-03	$ 7,293	$ 440	$ -	$ 7,733	$ 2,529	$ 10,262	Option C

(2) Fire Station 1							
ECM	Electric Energy Savings ($/yr)	Natural Gas Savings ($/yr)	Water Savings ($/yr)	TotalEnergy and Water Cost savings Y1 ($/yr)	Other Energy Related O&M Cost SavingsY1 ($/yr)	Total Cost Savings Y1 ($/yr)	M&V Option Used
02-01	$ 2,949	$ -	$ -	$ 2,949	$ 211	$ 3,160	Option A
02-02	$ 5,014	$ 913	$ -	$ 5,927	$ -	$ 5,927	Option A
02-03	$ 1,364	$ 5	$ -	$ 1,369	$ -	$ 1,369	Option A
02-04	$ 283	$ 51	$ -	$ 334	$ -	$ 334	Option A
02-06	$ -	$ 109	$ -	$ 109	$ -	$ 109	Option A

(3) Fire Station 2							
ECM	Electric Energy Savings ($/yr)	Natural Gas Savings ($/yr)	Water Savings ($/yr)	TotalEnergy and Water Cost savings Y1 ($/yr)	Other Energy Related O&M Cost SavingsY1 ($/yr)	Total Cost Savings Y1 ($/yr)	M&V Option Used
03-01	$ 1,980	$ -	-	$ 1,980	$ 86	$ 2,066	Option A
03-03	$ 756	$ 129	-	$ 885	$ 159	$ 1,044	Option A

(5) Torok Community Center							
ECM	Electric Energy Savings ($/yr)	Natural Gas Savings ($/yr)	Water Savings ($/yr)	TotalEnergy and Water Cost savings Y1 ($/yr)	Other Energy Related O&M Cost SavingsY1 ($/yr)	Total Cost Savings Y1 ($/yr)	M&V Option Used
05-02	$ 850	$ 13		$ 863	$ -	$ 863	Option A

(6) Central Park Community Hall							
ECM	Electric Energy Savings ($/yr)	Natural Gas Savings ($/yr)	Water Savings ($/yr)	TotalEnergy and Water Cost savings Y1 ($/yr)	Other Energy Related O&M Cost SavingsY1 ($/yr)	Total Cost Savings Y1 ($/yr)	M&V Option Used
06-02	$ 1,449	$ 888	-	$ 2,337	$ -	$ 2,337	Option A

(8) Raintree Golf Center							
ECM	Electric Energy Savings ($/yr)	Natural Gas Savings ($/yr)	Water Savings ($/yr)	TotalEnergy and Water Cost savings Y1 ($/yr)	Other Energy Related O&M Cost SavingsY1 ($/yr)	Total Cost Savings Y1 ($/yr)	M&V Option Used
08-01	$ 4,076	$ -	-	$ 4,076	$ 563	$ 4,639	Option A
08-02	$ 2,910	$ 313	-	$ 3,223	$ -	$ 3,223	Option A
08-03	$ 1,455	$ 1,106	-	$ 2,561	$ 1,786	$ 4,347	Option A

(9) City Lighting - Parks & Streets							
ECM	Electric Energy Savings ($/yr)	Natural Gas Savings ($/yr)	Water Savings ($/yr)	Total Energy and Water Cost savings Y1 ($/yr)	Other Energy Related O&M Cost SavingsY1 ($/yr)	Total Cost Savings Y1 ($/yr)	M&V Option Used
09-01	$ 2,186	$ -	-	$ 2,110	$ 132	$ 2,318	Option A
09-02	$ 11,586	$ -	-	$ 11,586	$ 101	$ 11,687	Option A
09-04	$ 49	$ -	-	$ 49	$ 47	$ 96	Option A
09-05	$ 490	$ -	-	$ 490	$ 37	$ 527	Option A
09-06	$ 527	$ -	-	$ 527	$ 31	$ 558	Option A
09-09	$ 4,523	$ -	-	$ 4,944	$ 1,896	$ 6,419	Option A
09-10	$ 6,533	$ -	-	$ 6,533	$ 1,092	$ 7,625	Option A

(10) City Wide							
ECM	Electric Energy Savings ($/yr)	Natural Gas Savings ($/yr)	Water Savings ($/yr)	TotalEnergy and Water Cost savings Y1 ($/yr)	Other Energy Related O&M Cost SavingsY1 ($/yr)	Total Cost Savings Y1 ($/yr)	M&V Option Used
10-01	$ -	$ -	-	$ -	$ -	$ -	Option A

Table 2 – Annual Total Energy Savings Per Site and Campus Overview

City Wide Overview	Electric Energy Savings (kWh/yr)	Natural Gas Savings (MCF/yr)	Water Savings (kGal/yr)
Total Proposed Project Savings	774641	762	N/A
Usage for Entire Site	1738967	2104	N/A
% Total Site Usage Saved	44.5%	36.2%	N/A
Central Administration Building	Electric Energy Savings (kWh/yr)	Natural Gas Savings (MCF/yr)	Water Savings (kGal/yr)
Total Proposed Project Savings	298931	80	N/A
Usage for Entire Site	758000	473	N/A
% Total Site Usage Saved	39.4%	16.9%	N/A
Fire Station #1	Electric Energy Savings (kWh/yr)	Natural Gas Savings (MCF/yr)	Water Savings (kGal/yr)
Total Proposed Project Savings	93302	196	N/A
Usage for Entire Site	223440	921	N/A
% Total Site Usage Saved	41.8%	21.3%	N/A
Fire Station #2	Electric Energy Savings (kWh/yr)	Natural Gas Savings (MCF/yr)	Water Savings (kGal/yr)
Total Proposed Project Savings	27018	25	N/A
Usage for Entire Site	109652	341	N/A
% Total Site Usage Saved	24.6%	7.3%	N/A

Torok Community Center	Electric Energy Savings (kWh/yr)	Natural Gas Savings (MCF/yr)	Water Savings (kGal/yr)
Total Proposed Project Savings	8772	2	N/A
Usage for Entire Site	38311	85	N/A
% Total Site Usage Saved	22.9%	2.4%	N/A
Central Park Community Hall	Electric Energy Savings (kWh/yr)	Natural Gas Savings (MCF/yr)	Water Savings (kGal/yr)
Total Proposed Project Savings	14959	172	N/A
Usage for Entire Site	85560	284	N/A
% Total Site Usage Saved	17.5%	60.6%	N/A
Raintree Golf Center	Electric Energy Savings (kWh/yr)	Natural Gas Savings (MCF/yr)	Water Savings (kGal/yr)
Total Proposed Project Savings	60021	287	N/A
Usage for Entire Site	140240	N/A	N/A
% Total Site Usage Saved	42.8%	N/A	N/A
City Lighting - Parks & Streets	Electric Energy Savings (kWh/yr)	Natural Gas Savings (MCF/yr)	Water Savings (kGal/yr)
Total Proposed Project Savings	271638	0	N/A
Usage for Entire Site	383764	0	N/A
% Total Site Usage Saved	70.8%	0.0%	N/A

Due to rounding of numbers, some numbers in the table above may vary slightly from similar energy references within this Agreement.

Section 2. Calculated Monetary Value of Total Energy Savings. Table 3 sets forth the annual calculated monetary value of Total Energy Savings per building or ECM for each method using the Base Utility Rates defined in Section 10.

Table 3 – Calculated Monetary Value of Annual Total Energy Savings

City Overview	Electric Energy Savings ($/yr)	Natural Gas Savings ($/yr)	Water Savings ($/yr)	O&M Savings ($/yr)	Total Savings ($/yr)
Total Proposed Project Savings	$ 79,770	$ 3,965	$ -	$ 9,093	$ 92,828

Some of the dollar amounts in the table above may vary slightly from similar dollar amounts within this Agreement due to rounding.

Section 3. Calculated Monetary Value of Energy and Operational Savings With Escalation.

Table 4 sets forth the calculated monetary value of Total Energy Savings (calculated using the Base Utility Rates defined in Section 10) for each year of the Guarantee Term, escalated each year by the stipulated percentage shown.

The table below represents projected nominal (i.e., including inflation) fuel price indices for each of the years from year 1 to year 15; for this specific project only 2019 to 2034 for a 15 year guaranteed savings project. These price indices are based on the DOE energy price projections, reported in Part I, Section B of NISTIR 85-3273-33 (Energy Price Indices and Discount Factors for Life-Cycle Cost Analysis – 2018) to calculate the factors for energy costs. Use of the indices produces price estimates in current dollars, inclusive of general price inflation. The calculated indices with inflation rates of 3% allow the contractor to perform evaluations based on the assumption of positive rate of general price inflation that changes the purchasing power of the dollar.

Table 4 – Calculated Monetary Value of Annual Total Energy Savings and Operational Savings With 3% Annual Utility Escalation

Projected Fuel Price Indices				
Year	Electricity	Natural Gas	Electric Cost	Natural Gas Cost
Year 1	1	1	$ 0.106	$ 5.200
Year 2	1.02	1.00	$ 0.115	$ 5.517
Year 3	1.04	0.99	$ 0.120	$ 5.625
Year 4	1.04	0.98	$ 0.124	$ 5.736
Year 5	1.04	1.01	$ 0.128	$ 6.089
Year 6	1.06	1.06	$ 0.134	$ 6.582
Year 7	1.07	1.10	$ 0.139	$ 7.035
Year 8	1.08	1.12	$ 0.145	$ 7.378
Year 9	1.09	1.13	$ 0.151	$ 7.667
Year 10	1.09	1.14	$ 0.155	$ 7.967
Year 11	1.09	1.15	$ 0.160	$ 8.278
Year 12	1.10	1.17	$ 0.166	$ 8.674
Year 13	1.10	1.18	$ 0.171	$ 9.011
Year 14	1.11	1.17	$ 0.178	$ 9.203
Year 15	1.11	1.16	$ 0.183	$ 9.398

Section 4. IPMVP Methodology. Four (4) different methods may be utilized to measure and calculate the Total Energy Savings: Option A – Partially Measured Retrofit Isolation and/or Stipulated; Option B – Retrofit Isolation; Option C – Whole Facility; and Option D – Calibrated Simulation. Each method is in accordance with the International Performance Measurement and Verification Protocol (IPMVP). The four methods are generally described in Sections 5 through 8. The type and location of energy conservation measures (ECM) in Table 1b determine which measurement and calculation method will be utilized.

Section 5. Option A. Partially Measured Retrofit Isolation and/or Stipulated. The verification techniques for Option A determine energy savings by measuring the capacity or efficiency of a system before and after a retrofit, and multiplying the difference by an agreed-upon or "stipulated" factor, such as hours of operation or load on the system. Careful review of ECM design and installation ensure that stipulated values fairly represent the probable actual value. Specific M&V methodologies are identified for each saving strategy is detailed in Appendix A within this Exhibit.

Section 6. Option B. Retrofit Isolation. Verification techniques for Option B are designed for projects where long-term continuous measurement of performance is desired. Under Option B, individual loads are continuously monitored to determine performance, and this measured performance is compared with a baseline to determine savings. Option B M&V techniques provide long-term persistence data on ECM operation and performance. This data can be used to improve or optimize the operation of the equipment on a real-time basis, thereby improving the benefit of the retrofit. Option B also relies on the direct measurement of affected end uses. There are no specific M&V methodologies for Option B within the scope for this project.

Section 7. Option C. Whole Facility. Verification techniques for Option C determine savings by studying overall energy use in a facility and identifying the effects of energy projects from changes in overall energy use patterns. This approach is intended for measurements of the whole-facility or specific meter baseline energy use, and measurements of whole-facility or specific meter post-implementation (Post)

energy use can be measured. The methodology to establish baseline and Post parameter identification, modeling approach and baseline or model adjustments will be defined in Section 17 of this Exhibit. Periodic inspections of baseline energy usage, operating practices, and facility and equipment, and meter measurements of the will be necessary to verify the on-going efficient operation of the equipment, systems, practices and facility, and saving attainment.

Except as otherwise provided, actual Total Energy Savings will be calculated for each month of each Guarantee Year as the product of (a) "units of energy saved" (kWh, MCF, Gallons, etc.) multiplied by (b) applicable Base Utility Rates times the current year monetary value of energy.

Units of energy saved are computed by the "Metrix" software application. "Metrix" is an accounting software application copyrighted by Abraxas Energy Services, Inc. Units of energy saved are calculated by subtracting current period measured units of energy consumed from the adjusted Base Facility Utility Consumption units of energy defined in Section 14, Table 5. Adjustments to the Base Facility Utility Consumption units of energy are based on factors such as weather, occupancy, operating hours, etc., and changes to the Base Conditions and operating practices as defined in Section 17.

Section 8. Option D. Calibrated Simulation. Option D is intended for energy retrofits where calibrated simulation of baseline energy use and calibrated simulations of post-installation energy consumption are used to measure savings from the retrofit. Option D can involve measurements of energy use both before and after the retrofit for specific equipment/systems or whole-building data for calibrating the simulation(s). Simulation routines must be demonstrated to adequately model actual energy performance measured in the facility. This option usually requires considerable skill in calibrated simulation. **There are no specific M&V methodologies for Option D within the scope for this project.**

Section 9. Operational Savings. Customer and Gardiner agree that, as a direct result of the Services, as of the Commencement Date, Customer shall have achieved no less than $9,093 in annual operational cost savings ("Operational Savings") for each Guarantee Year during the Guarantee Term. Customer and Gardiner worked together to identify and quantify the Operational Savings based upon past and projected expenditure data provided by the Customer. Throughout the Guarantee Term, Operational Savings for each Guarantee Year after the First Guarantee Year will be deemed by Customer and Gardiner to escalate at a rate of two percent (2%) per year; accordingly, the Operational Savings for each Guarantee Year after the first Guarantee Year will be calculated by multiplying the immediately preceding Guarantee Year's Operational Savings by one hundred and two percent (1.02%). The Parties agree that the 2% escalation rate is a reasonable projection of inflation based on past inflation experience and the Parties' expectations. Customer and Gardiner worked together to identify and quantify Operational Savings based upon past and projected expenditure data provided by the Customer. Operational Savings specified herein are stipulated as fact, will not be measured, monitored or verified by Gardiner, and are considered satisfied effective on the Commencement Date. Operational Savings include the following categories (as applicable):

a. Direct Cost Avoidance. Reduction or elimination of existing or planned service contracts, andmaterial, supply, and labor expenditures;
b. Indirect Cost Avoidance. Customer valuation – including such items as re-deployed labor resources and reduction in overhead; and
c. Future Capital Cost Avoidance. Future replacement expenditures avoided as a result of newequipment installed;

The Operational Savings are detailed in Section 1. Table 1b identifies the source of Operational Savings defined by Customer.

Section 10. Total Energy Savings. Total Energy Savings shall be computed as specified in this Exhibit, including the sub-Exhibits. Two different types of energy savings may be achieved under this Agreement: Energy Use Savings and Energy Rate Savings (hereinafter collectively referred to as "Total Energy Savings"). Total Energy Savings will be determined by adding the Energy Use Savings with any Installation Period Savings. Utilizing energy related bills furnished by Customer pursuant hereto, Gardiner shall then determine Total Energy Savings for each Billing Period and for each Guarantee Year when completed. Subject to Section 13 hereof, Gardiner will begin recording annual savings from and after the Commencement Date.

(a) **Energy Use Savings** are those energy savings achieved through reduction or shift in energy or demand use. Gardiner will calculate Energy Use Savings achieved at the Premises by subtracting energy consumption and demand for the current Billing Period from Baseline energy consumption for the corresponding month as shown in Section 15, Table 5 and multiplying those savings by the current calculated monetary utility rate unit cost as described herein. The Energy Use Savings will be adjusted for weather, occupancy, utilization, and facility changes as described herein.

Section 11. Installation Period Savings. Energy Use Savings, as calculated in accordance with the sub-Exhibits, will accrue as the Services progress during the installation period until the Commencement Date. As applicable, Gardiner will calculate and document these savings as they accrue in accordance with the sub-Exhibit(s) (such savings hereinafter referred to as "Installation Period Savings"). The Installation Period Savings will carry over into the first year of guaranteed savings and be accounted for Total Energy Saved during the first year.

Section 12. Billing Period. The Billing Period is based on the time period between when readings are taken either electronically or manually by the utility or other designated agency. Utility bills will be prorated based on the number of days in the Billing Period month.

Section 13. Commencement Date and Guarantee Term. The "Commencement Date" shall be the first calendar day of the month following the month in which the Date of Final Completion occurs, unless the Date of Final Completion falls on the first calendar day of a month, in which event the Commencement Date shall be the Date of Final Completion, but in no event later than ninety (90) days after the date noted in the Certificate of Final Completion and Acceptance. The Guarantee shall begin as of the Commencement Date and, unless this Agreement shall terminate earlier, shall expire on the day immediately preceding the fifteenth (15^{th}) year anniversary of the Commencement Date (hereinafter the "Guarantee Term").

Section 14. Base Utility Rates. Gardiner will use the correct year of the utility rates listed in Table 4 as described herein to calculate the monetary value of Actual Savings; however, Gardiner does not guarantee energy savings in monetary value.

The following are the Base Utility Rates listed in Table 5:

Building Name	Electric Consumption($/kWh)	Natural Gas Consumption ($/MCF)
City Administration Building	$ 0.085	$ 5.320
Fire Station #1	$ 0.097	$ 5.210
Fire Station #2	$ 0.099	$ 5.470
South Annex	$ 0.119	$ 4.960
Torok Community Center	$ 0.116	$ 6.600
Central Park Community Hall	N/A	$ 4.960
Raintree Golf Center	$ 0.186	N/A
City Lighting - Parks & Streets	$ 0.141	$ -
Average	**$ 0.120**	**$ 5.420**

Section 15. Base Conditions. Total Energy Savings will be calculated using the Base Facility Utility Consumptions defined in Table 6. The savings and forecast shown below are for facilities do not include any adjustments that may be necessary at the time of reconciliation as defined in Section 17. This Base Facility Utility Consumption will be used as the reference against which future years utility usage will be compared to determine the Actual Savings.

Baseline for each individual building has been developed by collecting utility bills for electric, and gas. Two years' worth of data will help develop an accurate baseline that is reflective with the building energy usage. This data is weather normalized to provide a 'like for like' comparison against other years to accurately see how the building is using energy independent of weather fluctuations.

Variables like occupancy hours, set point changes, and other instances that can effect energy consumption which cannot be normalized across the dataset. Changes in these conditions will reflect overall energy consumption (positive or negative) and will show up as an increase or decrease in savings.

Gardiner will perform a regression of usage (and demand) versus weather using Metrix™, thereby determining the resulting coefficients of consumption (and demand) per independent variable unit (kWh/ CDD, MCF/HDD), for those meters in which such relationships can be established. These coefficients of consumption (and demand) per unit will be included below.

This information will be used for year over year reporting of performance during the yearly report period.

Table 6: Base Facility Utility Consumption

Electric:

Billing Periods			Building Name:	City Hall Building			
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
	10/1/2017		64,760		$ 6,871			$ 6,871
	2/1/2018		63,680		$ 6,756			$ 6,756
	3/1/2018		70,480	202	$ 3,407	$ 3,426		$ 6,833
	4/1/2018		56,920	169	$ 2,845	$ 3,011		$ 5,856
	5/1/2018		56,520	168	$ 2,825	$ 2,990		$ 5,815
	6/1/2018		65,640	213	$ 3,491	$ 3,472		$ 6,963
	7/1/2018		67,720	212	$ 3,414	$ 3,582		$ 6,996
	8/1/2018		63,720	197	$ 3,127	$ 3,371		$ 6,498
	9/1/2018		63,680	195	$ 3,110	$ 3,369		$ 6,479
	10/1/2018		59,560	179	$ 2,900	$ 3,151		$ 6,051
	11/1/2018		53,000	150	$ 2,474	$ 2,804		$ 5,278
	12/1/2018		73,200	212	$ 3,427	$ 3,872		$ 7,299
	1/1/2019		64,760	202	$ 3,443	$ 3,426		$ 6,869
	2/1/2019		65,720	188	$ 3,237	$ 3,477		$ 6,714
			70,480					$ -
			60,960					$ -
			58,480	168	$ 3,038	$ 3,094		$ 6,131
	5/18/2019		56,720	169	$ 3,036	$ 3,000		$ 6,037
		6/18/2019						$ -
								$ -
								$ -
								$ -
								$ -
	3/1/2019							$ -
Annual Totals			758,000		$ 31,206	$ 33,146	$ -	$ 64,352

Total Annual Electric Consumption		Average Annual Energy Cost			
Total KWH x .003413	2,587 Mmbtu		Total Cost =	$	64,352
Bldg's Sq. Ft.	53,671	Total KWH	758,000 $ /MMBtu	$	24.87
Total BTU/ SqFt	48,202		Cost/Kwh	$	0.085
			Cost/Sq. Ft.	$	1.199

Billing Periods			Building Name: Community Hall & Park					
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
	12/1/2017		7,960		$ -			$ -
	1/1/2018		8,400		$ -			$ -
	2/1/2018		8,800		$ -			$ -
	3/1/2018		6,240		$ -			$ -
	4/1/2018		5,480		$ -			$ -
								$ -
								$ -
								$ -
			7,640					$ -
			8,800					$ -
			8,520					$ -
			8,680					$ -
			6,080					$ -
			5,920					$ -
			8,880					$ -
			8,760					$ -
			8,640					$ -
			6,880					$ -
			4,920					$ -
			4,000					$ -
	5/18/2019	6/18/2019	6,480	26	$ 435	$ 343		$ 778
								$ -
								$ -
								$ -
Annual Totals			86,560		$ 435	$ 343	$ -	$ 778

Total Annual Electric Consumption		Average Annual Energy Cost				
Total KWH x .003413	295 Mmbtu			Total Cost =		$ 778
Bldg's Sq. Ft.	5,452	Total KWH	86,560	$ /MMBtu		$ 2.63
Total BTU/ SqFt	54,187			Cost/Kwh		$ 0.009
				Cost/Sq. Ft.		$ 0.143

Billing Periods			Building Name: Raintree Golf Center					
Billing Start Date:	Billing End Date:	Pump kWh	KWH	Measured Demand(KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
	10/1/2017		15,840		$ 1,924			$ 1,924
	11/1/2017		9,520		$ 1,156			$ 1,156
	12/1/2017		13,280		$ 1,613			$ 1,613
	1/1/2018	1,608	5,600		$ 680		$ 226	$ 906
	2/1/2018	1,959	11,040		$ 1,341		$ 276	$ 1,616
	3/1/2018	1,950	8,400		$ 1,020		$ 274	$ 1,295
	4/1/2018	1,834	8,560		$ 1,040		$ 258	$ 1,298
	5/1/2018	1,936	10,480		$ 1,273		$ 272	$ 1,545
	6/1/2018	5,017	18,880		$ 2,293		$ 706	$ 2,999
	7/1/2018	12,242	19,280		$ 2,342		$ 1,722	$ 4,064
	8/1/2018	15,448	20,640		$ 2,507		$ 2,173	$ 4,680
	9/1/2018	7,780	23,040		$ 2,798		$ 1,094	$ 3,893
	10/1/2018	8,574	14,320		$ 1,141		$ 1,206	$ 2,347
	11/1/2018	2,151					$ 303	$ 303
	12/1/2018	1,986					$ 279	$ 1,152
	1/1/2019	2,123	8,480	69	$ 1,030	$ 873		$ 1,030
	2/1/2019		7,520					$ -
	3/1/2019		9,200		$ 1,164			$ 1,164
	4/1/2019		11,760		$ 1,507			$ 1,507
	5/1/2019		15,600		$ 1,867			$ 1,867
	6/1/2019	9,386	19,280		$ 2,479			$ 2,479
	7/1/2019	3,735	31,760		$ 3,345			$ 3,345
	8/1/2019	11,669	21,680		$ 2,320			$ 2,320
	9/1/2019							$ -
Annual Totals			140,240		$ 16,436	$ 873	$ 8,788	$ 26,097

Total Annual Electric Consumption		Average Annual Energy Cost				
Total KWH x .003413	479 Mmbtu			Total Cost =		$ 26,097
Bldg's Sq. Ft.	22,948	Total KWH	140,240	$ /MMBtu		$ 54.52
Total BTU / SqFt	20,858			Cost/Kwh		$ 0.186
				Cost/Sq. Ft.		$ 1.137

Billing Periods			Building Name:	Torok Building				
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
	12/1/2017		2,141		$ 248			$ 248
	1/1/2018		4,182		$ 484			$ 484
	2/1/2018		2,598		$ 301			$ 301
	3/1/2018		3,079		$ 357			$ 357
	4/1/2018		3,350		$ 388			$ 388
	5/1/2018		3,836		$ 444			$ 444
	6/1/2018		3,141		$ 364			$ 364
	7/1/2018		3,720		$ 431			$ 431
	8/1/2018		3,884		$ 450			$ 450
	9/1/2018		3,142		$ 364			$ 364
	10/1/2018		3,380		$ 392			$ 392
	11/1/2018		2,440		$ 283			$ 283
	12/1/2018		3,283	10	$ 155	$ 174		$ 329
			2,836		$ 329			$ 329
			2,583		$ 299			$ 299
			2,865		$ 332			$ 332
			3,317	16	$ 251	$ 175		$ 427
			3,720	15	$ 245	$ 197		$ 442
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
Annual Totals			38,311		$ 3,894	$ 546	$ -	$ 4,440

Total Annual Electric Consumption		Average Annual Energy Cost			
Total KWH x .003413	131 Mmbtu			Total Cost =	$ 4,440
Bldg's Sq. Ft.	3,000	Total KWH	38,311	$ /MMBtu	$ 33.95
Total BTU / SqFt	43,585			Cost/Kwh	$ 0.116
				Cost/Sq. Ft.	$ 1.480

Billing Periods			Building Name:	Fire Station #1				
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
	12/1/2017		20,760		$ 2,024			$ 2,024
	1/1/2018		18,400		$ 1,794			$ 1,794
	2/1/2018		20,040		$ 1,953			$ 1,953
	3/1/2018		16,160		$ 1,575			$ 1,575
	4/1/2018		16,400		$ 1,599			$ 1,599
	5/1/2018		16,440		$ 1,602			$ 1,602
	6/1/2018		21,040		$ 2,051			$ 2,051
	7/1/2018		20,240		$ 1,973			$ 1,973
	8/1/2018		19,920		$ 1,942			$ 1,942
	9/1/2018		20,680		$ 2,016			$ 2,016
	10/1/2018		19,000		$ 1,852			$ 1,852
	11/1/2018		17,080		$ 1,665			$ 1,665
	12/1/2018		16,600	40	$ 672	$ 904		$ 1,576
	1/1/1900		20,480		$ 1,996			$ 1,996
1/1/1900	2/2/1900		18,560	39	$ 739	$ 982		$ 1,721
	3/3/1900		16,600		$ 1,618			$ 1,618
	4/4/1900		15,800		$ 1,540			$ 1,540
	5/5/1900		18,080	49	$ 906	$ 956		$ 1,863
	6/6/1900		20,400	50	$ 946	$ 1,079		$ 2,025
	7/7/1900							$ -
								$ -
								$ -
								$ -
								$ -
Annual Totals			223,440		$ 17,864	$ 3,921	$ -	$ 21,785

Total Annual Electric Consumption		Average Annual Energy Cost			
Total KWH x .003413	763 Mmbtu			Total Cost =	$ 21,785
Bldg's Sq. Ft.	19,523	Total KWH	223,440	$ /MMBtu	$ 28.57
Total BTU / SqFt	39,062			Cost/Kwh	$ 0.097
				Cost/Sq. Ft.	$ 1.116

Billing Periods			Building Name:	Fire Station #2				
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
	12/1/2017		10,964		$ 1,091			$ 1,091
	1/1/2018		8,764		$ 872			$ 872
	2/1/2018		7,391		$ 735			$ 735
	3/1/2018		7,170		$ 713			$ 713
	4/1/2018		7,146	18	$ 317	$ 378		$ 695
	5/1/2018		9,413		$ 937			$ 937
	6/1/2018		9,927		$ 988			$ 988
	7/1/2018		10,299		$ 1,025			$ 1,025
	8/1/2018		9,640		$ 959			$ 959
	9/1/2018		9,357		$ 931			$ 931
	10/1/2018		8,025		$ 799			$ 799
	11/1/2018		9,663		$ 962			$ 962
	12/1/2018		8,546	23	$ 384	$ 512		$ 895
			9,255		$ 921			$ 921
			8,177		$ 814			$ 814
			7,546		$ 751			$ 751
			9,804	21	$ 405	$ 519		$ 924
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
Annual Totals			109,652		$ 9,875	$ 1,030	$ -	$ 10,905

Total Annual Electric Consumption		Average Annual Energy Cost			
Total KWH x .003413	374 Mmbtu			Total Cost =	$ 10,905
Bldg's Sq. Ft.	10,740	Total KWH	109,652	$ /MMBtu	$ 29.14
Total BTU/ SqFt	34,846			Cost/Kwh	$ 0.099
				Cost/Sq. Ft.	$ 1.015

Billing Periods			Building Name:	South Annex Bldg				
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
	12/1/2017		25,200		$ 2,904			$ 2,904
	1/1/2018		20,480		$ 2,360			$ 2,360
	2/1/2018		21,560		$ 2,485			$ 2,485
	3/1/2018		13,440		$ 1,549			$ 1,549
	4/1/2018		13,600	45	$ 731	$ 719		$ 1,450
	5/1/2018		17,320		$ 1,996			$ 1,996
	6/1/2018		18,280		$ 2,107			$ 2,107
	7/1/2018		16,080		$ 1,853			$ 1,853
	8/1/2018		15,720		$ 1,812			$ 1,812
	9/1/2018		13,560		$ 1,563			$ 1,563
	10/1/2018		16,360		$ 1,886			$ 1,886
	11/1/2018		14,640		$ 1,687			$ 1,687
1/1/1900	12/1/2018		19,200	48	$ 832	$ 1,016		$ 1,847
1/12/1900			24,000		$ 2,766			$ 2,766
1/1/1900			19,960		$ 2,300			$ 2,300
1/2/1900			13,920		$ 1,604	$ 736		$ 2,341
4/11/1900	4/11/2019	5/11/2019	17,120	46	$ 1,642	$ 906		$ 2,547
1/4/1900	5/11/2019	6/11/2019	17,160		$ 1,978			$ 1,978
1/5/1900	6/12/2019	7/11/2019	18,200	56	$ 980	$ 854		$ 1,834
1/6/1900								$ -
1/7/1900								$ -
								$ -
								$ -
								$ -
Annual Totals			205,920		$ 20,902	$ 3,511	$ -	$ 24,414

Total Annual Electric Consumption		Average Annual Energy Cost			
Total KWH x .003413	703 Mmbtu			Total Cost =	$ 24,414
Bldg's Sq. Ft.	25,228	Total KWH	205,920	$ /MMBtu	$ 34.74
Total BTU / SqFt	27,858			Cost/Kwh	$ 0.119
				Cost/Sq. Ft.	$ 0.968

Billing Periods			Building Name: Boettler Park					
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
1/9/2018	2/6/2018		17,690		$ 1,315			$ 1,315
2/6/2018	3/7/2018		5,173		$ 384			$ 384
1/9/2018	2/6/2018		13,954		$ 1,037			$ 1,037
2/6/2018	3/7/2018		4,207		$ 313			$ 313
3/7/2018	4/7/2018		6,612	15	$ 324	$ 130		$ 454
4/7/2018	5/6/2018		3,121		$ 232			$ 232
5/6/2018	6/5/2018		2,920		$ 217			$ 217
6/5/2018	7/7/2018		2,295		$ 171			$ 171
7/7/2018	8/6/2018		5,470		$ 407			$ 407
8/6/2018	9/5/2018		1,320		$ 98			$ 98
9/5/2018	10/4/2018		4,260		$ 317			$ 317
10/4/2018	11/5/2018		9,742		$ 724			$ 724
11/5/2018	12/4/2018		11,233		$ 241	$ 594		$ 835
12/4/2018	1/9/2019		11,529		$ 1,250			$ 1,250
1/9/2019	2/6/2019		10,528		$ 1,141			$ 1,141
2/6/2019	3/7/2019		4,340		$ 470			$ 470
3/7/2019	4/7/2019		8,487	16	$ 294	$ 449		$ 743
4/7/2019	5/6/2019		4,089		$ 443			$ 443
5/6/2019	6/5/2019	7/11/2019	3,858	33	$ 577	$ 53		$ 630
								$ -
								$ -
								$ -
								$ -
								$ -
Annual Totals			77,151		$ 6,132	$ 1,097	$ -	$ 7,229

Total Annual Electric Consumption		Average Annual Energy Cost			
Total KWH x .003413	263 Mmbtu			Total Cost =	$ 7,229
Bldg's Sq. Ft.	1,738	Total KWH	77,151	$ /MMBtu	$ 27.45
Total BTU / SqFt	151,505			Cost/Kwh	$ 0.094
				Cost/Sq. Ft.	$ 4.159

Billing Periods			Building Name: Springhill Sports Complex					
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
1/9/2018	2/6/2018		11,774		$ 978			$ 978
2/6/2018	3/7/2018		9,908		$ 823			$ 823
3/7/2018	4/7/2018		6,120		$ 509			$ 509
4/7/2018	5/6/2018		5,910		$ 491			$ 491
5/6/2018	6/5/2018		3,204		$ 266			$ 266
6/5/2018	7/7/2018		657		$ 55			$ 55
7/7/2018	8/6/2018		735		$ 61			$ 61
8/6/2018	9/5/2018		2,149		$ 179			$ 179
9/5/2018	10/4/2018		1,153		$ 96			$ 96
10/4/2018	11/5/2018		714		$ 59			$ 59
11/5/2018	12/4/2018		4,385		$ 364			$ 364
12/4/2018	1/9/2019		5,964		$ 496			$ 496
1/9/2019	2/6/2019		11,774	17	$ 355	$ 623		$ 978
2/6/2019	3/7/2019		10,250			$ 995		$ 995
3/7/2019	4/7/2019		6,049			$ 587		$ 587
4/7/2019	5/6/2019		7,408			$ 719		$ 719
5/6/2019	6/5/2019		3,150	11	$ 183	$ 167		$ 350
								$ -
								$ -
								$ -
								$ -
								$ -
Annual Totals			54,388		$ 1,848	$ 3,092	$ -	$ 4,940

Total Annual Electric Consumption		Average Annual Energy Cost			
Total KWH x .003413	186 Mmbtu			Total Cost =	$ 4,940
Bldg's Sq. Ft.	1,484	Total KWH	54,388	$ /MMBtu	$ 26.61
Total BTU/ SqFt	125,085			Cost/Kwh	$ 0.091
				Cost/Sq. Ft.	$ 3.329

Billing Periods			**Building Name:**	**East Liberty Park**				
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
1/9/2018	2/6/2018							$ -
2/6/2018	3/7/2018							$ -
3/7/2018	4/7/2018							$ -
4/7/2018	5/6/2018							$ -
5/6/2018	6/5/2018		685		$ 102			$ 102
6/5/2018	7/7/2018		366		$ 54			$ 54
7/7/2018	8/6/2018		355		$ 53			$ 53
8/6/2018	9/5/2018		479		$ 71			$ 71
9/5/2018	10/4/2018		480		$ 71			$ 71
10/4/2018	11/5/2018		522		$ 77			$ 77
11/5/2018	12/4/2018		333		$ 49			$ 49
12/4/2018	1/9/2019		88		$ 13			$ 13
1/9/2019	2/6/2019		3,049		$ 452			$ 452
2/6/2019	3/7/2019		1,656		$ 246			$ 246
3/7/2019	4/7/2019		1,479		$ 219			$ 219
4/7/2019	5/6/2019		1,392		$ 206			$ 206
5/6/2019	6/5/2019		731		$ 70			$ 108
6/5/2017	7/7/2017			5		$ 39		$ -
7/8/2017	8/6/2017							$ -
8/6/2017	9/5/2017							$ -
9/5/2017	10/4/2017							$ -
10/4/2017	11/5/2017							$ -
11/5/2017	12/4/2017							$ -
12/4/2017	1/9/2018							$ -
Annual Totals			10,930		$ 1,582	$ 39	$ -	$ 1,621

Total Annual Electric Consumption		Average Annual Energy Cost			
Total KWH x .003413	37 Mmbtu			Total Cost =	$ 1,621
Bldg's Sq. Ft.	1,200	Total KWH	10,930	$ /MMBtu	$ 43.45
Total BTU / SqFt	31,087			Cost/Kwh	$ 0.148
				Cost/Sq. Ft.	$ 1.351

Billing Periods			**Building Name:**	**Ariss Park**				
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
1/9/2018	2/6/2018		5,478					$ -
2/6/2018	3/7/2018		11,964					$ -
3/7/2018	4/7/2018		5,764					$ -
4/7/2018	5/6/2018		7,731					$ -
5/6/2018	6/5/2018		4,343	13	$ 207	$ 230		$ 437
6/5/2018	7/7/2018		1,169		$ 139			$ 139
7/7/2018	8/6/2018		1,169		$ 139			$ 139
8/6/2018	9/5/2018		1,194		$ 142			$ 142
9/5/2018	10/4/2018		1,802		$ 214			$ 214
10/4/2018	11/5/2018		1,606		$ 191			$ 191
11/5/2018	12/4/2018		1,517		$ 180			$ 180
12/4/2018	1/9/2019		5,020		$ 597			$ 597
1/9/2019	2/6/2019		5,478		$ 652			$ 652
2/6/2019	3/7/2019		6,506		$ 774			$ 774
3/7/2019	4/7/2019		5,764		$ 686			$ 686
4/7/2019	5/6/2019		5,802		$ 690			$ 690
5/6/2019	6/5/2019		3,125	17	$ 264	$ 165		$ 429
6/5/2017	7/7/2017							$ -
7/8/2017	8/6/2017							$ -
8/6/2017	9/5/2017							$ -
9/5/2017	10/4/2017							$ -
10/4/2017	11/5/2017							$ -
11/5/2017	12/4/2017							$ -
12/4/2017	1/9/2018							$ -
Annual Totals			40,152		$ 4,668	$ 165	$ -	$ 4,833

Total Annual Electric Consumption		Average Annual Energy Cost			
Total KWH x .003413	137 Mmbtu			Total Cost=	$ 4,833
Bldg's Sq. Ft.	1,320	Total KWH	40,152	$ /MMBtu	$ 35.27
Total BTU/ SqFt	103,817			Cost/Kwh	$ 0.120
				Cost/Sq. Ft.	$ 3.661

Billing Periods			**Building Name: Greensburg Park**					
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
1/9/2018	2/6/2018		363					$ -
2/6/2018	3/7/2018		1,246					$ -
3/7/2018	4/7/2018		3,526					$ -
4/7/2018	5/6/2018		6,224	174	$ 2,241	$ 329		$ 2,571
5/6/2018	6/5/2018		3,645		$ 2,123			$ 2,123
6/5/2018	7/7/2018		2,964		$ 1,726			$ 1,726
7/7/2018	8/6/2018		872		$ 508			$ 508
8/6/2018	9/5/2018		4,697		$ 2,735			$ 2,735
9/5/2018	10/4/2018		5,860		$ 3,413			$ 3,413
10/4/2018	11/5/2018		3,158		$ 1,839			$ 1,839
11/5/2018	12/4/2018		1,073		$ 625			$ 625
12/4/2018	1/9/2019		1,500		$ 874			$ 874
1/9/2019	2/6/2019		1,124		$ 655			$ 655
2/6/2019	3/7/2019		949		$ 553			$ 553
3/7/2019	4/7/2019		3,069		$ 1,787			$ 1,787
4/7/2019	5/6/2019		5,544	168	$ 2,254	$ 293		$ 2,548
5/6/2019	6/5/2019							$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
12/4/2017	1/9/2018							$ -
Annual Totals			34,455		$ 19,092	$ 293	$ -	$ 19,385

Total Annual Electric Consumption		Average Annual Energy Cost			
Total KWH x .003413	118 Mmbtu			Total Cost=	$ 19,385
Bldg's Sq. Ft.	1,580	Total KWH	34,455	$ /MMBtu	$ 164.84
Total BTU/ SqFt	74,427			Cost/Kwh	$ 0.563
				Cost/Sq. Ft.	$ 12.269

Billing Periods			**Building Name: South Park Barn**					
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
1/9/2018	2/6/2018							$ -
2/6/2018	3/7/2018							$ -
1/9/2018	2/6/2018							$ -
2/6/2018	3/7/2018							$ -
3/7/2018	4/7/2018		1,073		$ 123			$ 123
4/7/2018	5/6/2018		842		$ 96			$ 96
5/6/2018	6/5/2018		668		$ 76			$ 76
6/5/2018	7/7/2018		556		$ 64			$ 64
7/7/2018	8/6/2018		659		$ 75			$ 75
8/6/2018	9/5/2018		788		$ 90			$ 90
9/5/2018	10/4/2018		1,214		$ 139			$ 139
10/4/2018	11/5/2018		1,648		$ 189			$ 189
11/5/2018	12/4/2018		2,229		$ 255			$ 255
12/4/2018	1/9/2019		2,389		$ 274			$ 274
1/9/2019	2/6/2019		3,402		$ 390			$ 390
2/6/2019	3/7/2019		1,445		$ 165			$ 165
3/7/2019	4/7/2019		1,835		$ 90	$ 97		$ 187
4/7/2019	5/6/2019		1,100		$ 126			$ 126
5/6/2019	6/5/2019		760		$ 61	$ 36		$ 96
								$ -
								$ -
								$ -
								$ -
								$ -
Annual Totals			18,025		$ 1,918	$ 133	$ -	$ 2,051

Total Annual Electric Consumption		Average Annual Energy Cost				
Total KWH x .003413	62 Mmbtu			Total Cost =	$2,051	Bldg's Sq. Ft.
	1,000	Total KWH	18,025	$ /MMBtu	$ 33.34	
Total BTU / SqFt	61,519			Cost/Kwh	$ 0.114	
				Cost/Sq. Ft.	$ 2.051	

Billing Periods			**Building Name: Steese Rd Street Lights**					
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
1/9/2016	2/6/2016							$ -
2/6/2016	3/7/2016							$ -
1/9/2018	2/6/2018							$ -
2/6/2018	3/7/2018							$ -
3/7/2018	4/7/2018		1,806		$ 169			$ 169
4/7/2018	5/6/2018		1,897		$ 177			$ 177
5/6/2018	6/5/2018		1,771		$ 166			$ 166
6/5/2018	7/7/2018		1,900		$ 178			$ 178
7/7/2018	8/6/2018		2,385		$ 223			$ 223
8/6/2018	9/5/2018		2,143		$ 200			$ 200
9/5/2018	10/4/2018		2,331		$ 218			$ 218
10/4/2018	11/5/2018		2,555		$ 239			$ 239
11/5/2018	12/4/2018		2,475		$ 231			$ 231
12/4/2018	1/9/2019		2,501		$ 234			$ 234
1/9/2019	2/6/2019		2,194		$ 205			$ 205
2/6/2019	3/7/2019		1,991		$ 186			$ 186
3/7/2019	4/7/2019		2,905		$ 118			$ 272
				6		$ 154		$ -
								$ -
								$ -
								$ -
								$ -
								$ -
Annual Totals			27,048		$ 2,375	$ 154	$ -	$ 2,529

Total Annual Electric Consumption		Average Annual Energy Cost				
Total KWH x .003413	92 Mmbtu			Total Cost =	$2,529	Bldg's Sq. Ft.
	1	Total KWH	27,048	$ /MMBtu	$ 27.40	
Total BTU/ SqFt	92,314,824			Cost/Kwh	$ 0.094	
				Cost/Sq. Ft.	$ 2,529.104	

Billing Periods				Building Name:	Lauby Street Lights			
Billing Start Date:	Billing End Date:	Cooling Degree Days	KWH	Measured Demand (KW)	Transport Charge Account #	Consumption Charge Account #	Demand Charge	Total Cost
1/9/2016	2/6/2016							$ -
2/6/2016	3/7/2016							$ -
1/9/2018	2/6/2018		-					$ -
2/6/2018	3/7/2018		6,366		$ 665			$ 665
3/7/2018	4/7/2018		7,224		$ 755			$ 755
4/7/2018	5/6/2018		6,460		$ 675			$ 675
5/6/2018	6/5/2018		6,939		$ 725			$ 725
6/5/2018	7/7/2018		8,673		$ 906			$ 906
7/7/2018	8/6/2018		8,543		$ 892			$ 892
8/6/2018	9/5/2018		9,889		$ 1,033			$ 1,033
9/5/2018	10/4/2018		9,755		$ 1,019			$ 1,019
10/4/2018	11/5/2018		12,021		$ 1,256			$ 1,256
11/5/2018	12/4/2018		10,124		$ 1,057			$ 1,057
12/4/2018	1/9/2019		7,892		$ 824			$ 824
1/9/2019	2/6/2019		6,890		$ 720			$ 720
2/6/2019	3/7/2019		7,884		$ 406			$ 823
3/7/2019	4/7/2019			16		$ 417		$ -
4/7/2019	5/6/2019							$ -
5/6/2019	6/5/2019							$ -
								$ -
								$ -
								$ -
								$ -
								$ -
Annual Totals			102,294		$ 10,267	$ 417	$ -	$ 10,684

Total Annual Electric Consumption		Average Annual Energy Cost			
Total KWH x .003413	349 Mmbtu			Total Cost =	$ 10,684
Bldg's Sq. Ft.	1	Total KWH	102,294	$ /MMBtu	$ 30.60
Total BTU / SqFt	349,129,422			Cost/Kwh	$ 0.104
				Cost/Sq. Ft.	$ 10,684.429

Natural Gas:

Billing Periods		**Building Name:**	**City Hall Building**			
Billing Start Date	Billing End Date	Heating Degree Days	Consumption (MCF)	Transportation Charges Account #	Consumption Charge Account #	Total Cost
	12/1/2017		165	$ 1,069		$ 1,069
	1/1/2018		120	$ 777		$ 777
	2/1/2018		52	$ 337		$ 337
	3/1/2018		58	$ 376		$ 376
	4/1/2018		25	$ 162		$ 162
	5/1/2018		20	$ 48	$ 57	$ 106
	6/1/2018		7	$ 37	$ 22	$ 59
	7/1/2018		7	$ 37	$ 22	$ 60
	8/1/2018		7	$ 37	$ 22	$ 59
	9/1/2018		8	$ 37	$ 23	$ 60
	10/1/2018		7	$ 37	$ 22	$ 59
	11/1/2018		19	$ 45	$ 60	$ 105
	12/1/2018		84	$ 123	$ 270	$ 393
			83	$ 122	$ 415	$ 536
			131	$ 196	$ 506	$ 702
			101	$ 163	$ 317	$ 480
			36	$ 63	$ 110	$ 173
			14	$ 46	$ 42	$ 88
			9	$ 41	$ 24	$ 64
						$ -
						$ -
						$ -
						$ -
						$ -
			458	$ 754	$ 1,682	$ 2,436

Total Annual Gas Consumption — Average Annual Energy Cost

Total MCF x.1.03 472 Mmbtu

Total Cost = $ 2,436
Total MCF = $ 458
Cost/MCF $ 5.32

Mmbtu x 1x10 6 8,788 Btu/sqft.

Bldg's Sq. Ft. 53,671

Total Cost/Mmbtu $ 5.17
Cost/Sq. Ft $ 0.05

Billing Periods		**Building Name:**	**Community Hall & Park**			
Billing Start Date	Billing End Date	Heating Degree Days	Consumption (MCF)	Transportation Charges Account #	Consumption Charge Account #	Total Cost
	12/1/2017		88	$ 677		$ 677
	1/1/2018		76	$ 585		$ 585
	2/1/2018		37	$ 285		$ 285
	3/1/2018		39	$ 300		$ 300
	4/1/2018		13	$ 100		$ 100
	5/1/2018		11	$ 73	$ 40	$ 113
	6/1/2018		2	$ 66	$ 9	$ 74
	7/1/2018		2	$ 66	$ 8	$ 74
	8/1/2018		2	$ 67	$ 8	$ 75
	9/1/2018		2	$ 66	$ 8	$ 74
	10/1/2018		2	$ 65	$ 6	$ 72
	11/1/2018		10	$ 71	$ 34	$ 105
	12/1/2018		58	$ 107	$ 212	$ 319
			71	$ 122	$ 284	$ 406
			61	$ 117	$ 225	$ 342
			87	86	$ 91	$ 177
			5	$ 71	$ 17	$ 89
			2	$ 69	$ 8	$ 77
						$ -
						$ -
						$ -
						$ -
						$ -
Annual Totals			284	$ 572	$ 837	$ 1,409

Total Annual Gas Consumption — Average Annual Energy Cost

Total MCF x.1.03 293 Mmbtu

Total Cost = $ 1,409
Total MCF = $ 284

		Cost/MCF	$ 4.96
Mmbtu x 1x10 6	53,710 Btu/sqft.		
Bldg's Sq. Ft.	5,452	Total Cost/Mmbtu	$ 4.81
		Cost/Sq. Ft	$ 0.26

Billing Periods **Building Name: Torok Building**

Billing Start Date	Billing End Date	Heating Degree Days	Consumption (MCF)	Transportation Charges Account #	Consumption Charge Account #	Total Cost
	12/1/2017		22	$ 158		$ 158
	1/1/2018		19	$ 136		$ 136
	2/1/2018		14	$ 100		$ 100
	3/1/2018		14	$ 100		$ 100
	4/1/2018		4	$ 29		$ 29
	5/1/2018		4	$ 31	$ 12	$ 43
	6/1/2018		1	$ 30	$ 2	$ 32
	7/1/2018		1	$ 30	$ 2	$ 32
	8/1/2018		1	$ 30	$ 2	$ 32
	9/1/2018		1	$ 30	$ 2	$ 31
	10/1/2018		1	$ 30	$ 2	$ 31
	11/1/2018		6	$ 31	$ 19	$ 50
	12/1/2018		16	$ 35	$ 51	$ 86
			16	$ 35	$ 81	$ 116
			21	$ 37	$ 80	$ 117
			18	$ 38	$ 55	$ 93
			9	$ 34	$ 28	$ 62
			2	$ 32	$ 7	$ 39
			1	$ 31	$ 2	$ 33
						$ -
						$ -
						$ -
						$ -
						$ -
Annual Totals			83	$ 242	$ 304	$ 546

Total Annual Gas Consumption

Total MCF x.1.03 85 Mmbtu

Mmbtu x 1x10 6 28,394 Btu/sqft.

Bldg's Sq. Ft. 3,000

Average Annual Energy Cost

Total Cost =	$	546
Total MCF =	$	83
Cost/MCF	$	6.60
Total Cost/Mmbtu	$	6.41
Cost/Sq. Ft	$	0.18

Billing Periods **Building Name: Fire Station #1**

Billing Start Date	Billing End Date	Heating Degree Days	Consumption (MCF)	Transportation Charges Account #	Consumption Charge Account #	Total Cost
	12/1/2017		219	$ 1,426		$ 1,426
	1/1/2018		174	$ 1,133		$ 1,133
	2/1/2018		139	$ 905		$ 905
	3/1/2018		74	$ 482		$ 482
	4/1/2018		30	$ 195		$ 195
	5/1/2018		54	$ 79	$ 156	$ 235
	6/1/2018		24	$ 50	$ 73	$ 123
	7/1/2018		20	$ 47	$ 63	$ 110
	8/1/2018		18	$ 46	$ 58	$ 104
	9/1/2018		23	$ 49	$ 69	$ 118
	10/1/2018		25	$ 50	$ 77	$ 128
	11/1/2018		63	$ 87	$ 202	$ 289
	12/1/2018		70	$ 101	$ 225	$ 327
			143	$ 215	$ 715	$ 930
			184	$ 277	$ 710	$ 987
			158	$ 257	$ 495	$ 752
			80	$ 127	$ 243	$ 371
			54	$ 84	$ 156	$ 240
			32	$ 59	$ 87	$ 146
						$ -
						$ -
						$ -
						$ -
						$ -
Annual Totals			721	$ 1,121	$ 2,632	$ 3,753

Total Annual Gas Consumption

Total MCF x.1.03 743 Mmbtu

Mmbtu x 1x10 6 38,033 Btu/sqft.

Bldg's Sq. Ft. 19,523

Average Annual Energy Cost

Total Cost =	$	3,753
Total MCF =	$	721
Cost/MCF	$	5.21
Total Cost/Mmbtu	$	5.05
Cost/Sq. Ft	$	0.19

Billing Periods		Building Name:	Fire Station #2			
Billing Start Date	Billing End Date	Heating Degree Days	Consumption (MCF)	Transportation Charges Account #	Consumption Charge Account #	Total Cost
	12/1/2017		120	$ 778		$ 778
	1/1/2018		120	$ 778		$ 778
	2/1/2018		60	$ 389		$ 389
	3/1/2018		70	$ 454		$ 454
	4/1/2018		38	$ 246		$ 246
	5/1/2018		5	$ 32		$ 32
	6/1/2018		2	$ 34	$ 7	$ 40
	7/1/2018		2	$ 34	$ 6	$ 40
	8/1/2018		2	$ 34	$ 8	$ 42
	9/1/2018		2	$ 34	$ 7	$ 41
	10/1/2018		2	$ 34	$ 7	$ 40
	11/1/2018		20	$ 46	$ 65	$ 111
	12/1/2018		81	$ 119	$ 405	$ 523
			109	$ 164	$ 423	$ 587
			89	$ 142	$ 277	$ 419
			47	$ 73	$ 143	$ 216
			12	$ 42	$ 34	$ 76
			3	$ 36	$ 9	$ 45
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
Annual Totals			341	$ 575	$ 1,290	$ 1,865
Total Annual Gas Consumption					Average Annual En	rgy Cost
Total MCF x.1.03	351	Mmbtu			Total Cost =	$ 1,865
					Total MCF =	$ 341
					Cost/MCF	$ 5.47
Mmbtu x 1x10 6	32,693	Btu/sqft.				
Bldg's Sq. Ft.	10,740				Total Cost/Mmbtu	$ 5.31
					Cost/Sq. Ft	$ 0.17

Billing Periods		Building Name:	South Annex Bldg			
Billing Start Date	Billing End Date	Heating Degree Days	Consumption (MCF)	Transportation Charges Account #	Consumption Charge Account #	Total Cost
	1/1/2018		433	$ 2,332		$ 2,332
	2/1/2018		260	$ 1,400		$ 1,400
	3/1/2018		240	$ 1,292		$ 1,292
	4/1/2018		133	$ 716		$ 716
	5/1/2018		19	$ 46	$ 58	$ 104
	6/1/2018		19	$ 78	$ 57	$ 134
	7/1/2018		1	$ 33	$ 3	$ 36
	8/1/2018		2	$ 34	$ 7	$ 41
	9/1/2018		5	$ 36	$ 16	$ 51
	10/1/2018		45	$ 63	$ 145	$ 208
	11/1/2018		261	$ 396	$ 842	$ 1,238
	12/1/2018		349	$ 530	$ 1,748	$ 2,278
			429	$ 652	$ 1,658	$ 2,310
			321	$ 525	$ 1,003	$ 1,528
			245	$ 400	$ 741	$ 1,141
			108	$ 175	$ 313	$ 487
			22	$ 91	$ 89	$ 110
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
Annual Totals			1,124	$ 1,802	$ 3,774	$ 5,576
Total Annual Gas Consumption					Average Annual Energy Cost	
Total MCF x.1.03	1,158	Mmbtu			Total Cost =	$ 5,576
					Total MCF =	$ 1,124
					Cost/MCF	$ 4.96
Mmbtu x 1x10 6	45,894	Btu/sqft.				
Bldg's Sq. Ft.	25,228				Total Cost/Mmbtu	$ 4.82
					Cost/Sq. Ft	$ 0.22

Building Operation

The following operational parameters were collaboratively agreed upon by Customer and Gardiner and are stipulated as fact for the purposes of this Agreement. The parameters were used in the Detailed Energy Analysis process to determine Energy Use Savings and Customer bears the risk of decreased energy savings if the facilities are operated outside of these parameters. Variation from these parameters will permit Gardiner to make an adjustment to the Baseline as indicated in Section 17.

Table 7 – Operational Parameters

Facility Operating Schedules - Central Administration Building

Estimated - Baseline

		Occupancy		Facility Operation				Facility Operation Off Hours				Annual Operation	
Building & Zone	HVAC Unit or System Name	Occupied Hours per Year	Unoccupied Hours per year	Equipment Operation Hours per Session	Mon - Fri	Sat	Sun	Equipment Operation Hours off hours	Additional Hours			Total Annual Hours of operation	Equipment Off Hours per Year
CAB Building													
	AHU #1 Ventilation	2,600	6,160	3,120	7:00 am to 10:00 pm	None	None	0	None	None	None	3,120	5,640
	Heat Pumps	2,600	6,160	6,670	6:00 am to 5:00 am	6:00 am to 5:00 am	6:00 am to 5:00 am	0	None	None	None	6,670	2,090
	Heating Plant												

Recommended

		Occupancy		Facility Operation				Facility Operation Off Hours				Annual Operation	
Building & Zone	HVAC Unit Name	Occupied Hours per Year	Unoccupied Hours per year	Equipment Operation Hours per Session	Mon - Fri	Sat	Sun	Equipment Operation Hours off hours	Additional Hours			Total Annual Hours of operation	Equipment Off Hours per Year
CAB Building													
	AHU #1 Ventilation	2,600	6,160	2,079	7:00 am to 6:00 pm	None	None	364	10:00 am to 5:00 pm	None	None	2,443	6,317
	Heat Pumps	2,600	6,160	2,079	7:00 am to 6:00 pm	None	None	364	10:00 am to 5:00 pm	None	None	2,443	6,317
	Heating Plant												

Facility Operating Parameters - Central Administration Building

Operating Parameters					Discharge Air Temp Setpoint		Mixed Air Temp Setpoint		Outside Air Volume	Economizer Operation Range		Air Lock-Out Heating	Air Lock-Out Cooling	Supply Water Reset Schedule		Pump Dif	Outside Air Reset		Operating Efficiency	
Occupied Heating Setpoint	Occupied Cooling Setpoint	UnOccupied Heating Setpoint	UnOccupied Cooling Setpoint	Warm-up set point	Winter	Summer	Summer	Winter	Normal	Winter	Summer			High	Low		High	Low	Boiler	Heat Pump
									100%	NA	NA	na	na							1.4
68-77	68-77	65	76	na	NA	NA	NA	NA	NA	NA	NA	na	na							
												80		140	120	25#	60	10	62%	

Operating Parameters					Discharge Air Temp Setpoint		Mixed Air Temp Setpoint		Minimum Outside Air	Economizer Operation Range		Air Lock-Out Heating	Air Lock-Out Cooling	Supply Water Reset Schedule Outside Air Reset					Operating Efficiency	
Occupied Heating Setpoint	Occupied Cooling Setpoint	UnOccupied Heating Setpoint	UnOccupied Cooling Setpoint	Warm-up set point	Winter	Summer	Summer	Winter	Normal	Winter	Summer			High	Low		High	Low	Boiler	Heat Pump
70	74	60	80	68	52-75	52-62	NA	NA	35%	min-55	min-60	NA	NA							1.2
70	74	60	80	68	NA	NA	NA	NA	NA	NA	NA	NA	NA							
												55		100	85	TBD	55	15	88%	

Customer is responsible to perform the updates to the control system to conform to the above table. The Customer should limit access to thermostats to its maintenance staff.

This guide serves as a reference for recommended values and is part of the modeling software to calculate energy savings. It is in no way a parameter that must be followed, however any set point or operation changes made that deviate from the above schedule may have a positive or negative effect to overall savings.

Section 16. Guarantee Reconciliation. Subject to Customer's obligations to furnish the data and information required hereunder, within ninety (90) days after the final month of each Guarantee Year, Gardiner will determine the actual Total Energy Savings (the "Actual Savings") as described in this Exhibit and the sub-Exhibits and report the same to Customer in a Reconciliation Report. Customer shall be deemed to have accepted the determinations contained in the Reconciliation Report in the event Customer fails to object to the same within thirty (30) calendar days after delivery of the Reconciliation Report to Customer. In the event the Actual Savings, together with any Installation Period Savings that have not been previously applied against any shortfall in Total Energy Savings, are less than the Guarantee, at Customer's option: (i) within thirty (30) days after delivery of the Reconciliation Report and notice from Customer that it has selected this payment option, Gardiner will pay Customer the difference between the Guarantee and the Actual Savings (credited by unapplied Installation Period Savings) for that Guarantee Year; or (ii) Gardiner will carry such obligation forward to one or more succeeding Guarantee Year(s). Upon agreement of Gardiner and Customer, instead of payment, Gardiner may provide services and/or product, equal to the value of the difference between the Guarantee and the Actual Savings. If in any Guarantee Year the Actual Savings exceed the Guarantee, the excess savings shall be credited to one or more preceding or succeeding Guarantee Year(s) in which Actual Savings were less than the Guarantee. In the event excess savings are credited to any Guarantee Year in which Actual Savings were less than the Guarantee and, with respect to such Guarantee Year, Gardiner shall have paid to Customer the difference between the Guarantee and the Actual Savings, Customer shall refund such payment to Gardiner to the extent of the excess savings being credited.

Section 17. Adjustments to Baseline. Gardiner may, at its sole discretion, make adjustments to the Baseline using standard and sound engineering principles as follows:

a. Building Utilization: The total number of building occupants is a variable that may be adjusted for if the number of occupants differs from the Baseline quantity;

b. Building Occupancy Hours: The hours the building(s) is/are occupied and/or equipment and/or lighting is utilized is a variable which may be adjusted for if the hours (quantity or time-of-day) differs from the hours identified in this Exhibit E and its sub-Exhibits. Buildings that have Gardiner energy management equipment will be monitored by Gardiner to verify hours of equipment operation. Buildings without energy management systems will have to have equipment operation logged by Customer's building staff as specified in Section 18, Customer Responsibilities, of this Exhibit E;

c. Weather: Utility bills will be adjusted for weather;

d. Building Changes: The Baseline may be adjusted to account for any building square footage changes, remodeling, and addition of equipment or change in usage. Customer agrees to contact Gardiner within seven (7) calendar days of commencement of any changes or additions of equipment or environments; and

e. Gardiner's discretion, based on data or other information newly discovered or otherwise not readily available at the time the Baseline was prepared; and/or

f. Failure of Customer to perform its obligations under Section 18 of this Exhibit E.

g. Baseline Adjustment: Any adjustment in the baseline model of the building created as part of the engineering study appropriate to represent operation of the building if it had been designed, constructed, and/or operated in accordance with local and national codes in place as of the Effective Date of this Agreement. Such adjustments can include, but are not limited to, increased ventilation rates for code compliance and the addition of heating and/or air-conditioning to areas that previously had no environment conditioning.

Section 18. Customer Responsibilities: Customer acknowledges that it has an integral role in achieving savings and agrees to perform the following responsibilities:

a. Properly maintain, repair, and replace all energy consuming equipment with equipment of equal or better energy and operational efficiencies and promptly notify Gardiner of the repair and /or replacement, but no later than within fourteen (14) calendar days from the commencement thereof;

b. Make available to Gardiner upon its request copies of maintenance records and procedures regarding maintenance of the Premises;

c. Promptly provide Gardiner with notice of system and building alterations at the Premises that impact energy consumption, including but not limited to: energy management systems, automatic door operation, structural, occupancy sensors, photocell/timer control of exterior lighting and heat recovery systems;

d. Log any utility meters and the operation of any energy consuming devices or equipment as directed by Gardiner and furnish copies of such logs to Gardiner within thirty (30) calendar days after preparation of the logs;

e. Provide to Gardiner true, accurate and complete copies of all energy related bills within ten (10) days after Customer's receipt of such bills if not enrolled with EnergyPrint. The parties stipulate that, in each event that Customer fails to provide an energy related bill within thirty (30) days after the end of the Billing Period to which the bill relates, Customer shall be deemed to have realized that portion of the Total Energy Savings prorated for the utility billing period to which said energy related bill relates and for such subsequent utility billing periods as are affected by an increase in energy and/or demand use that could have been avoided had Gardiner been provided with the energy related bill in a timely manner. In the event Gardiner subsequently receives or obtains the untimely energy related bill and such bill discloses that savings were achieved in an amount greater than had been stipulated hereunder, such greater savings will be used in calculating Actual Savings;

f. Provide to Gardiner true, accurate and complete descriptions of all energy consuming devices within seven (7) days after installation and startup of such equipment. This equipment includes, but is not limited to heating, cooling or ventilating equipment, computers and other electronics, water heaters, kitchen equipment, laundry equipment, mobile trailer units and portable hospital equipment. The parties stipulate that, in each event that Customer fails to provide this information within thirty (30) days after the startup of such equipment, Customer shall be deemed to have realized that portion of the Total Energy Savings prorated for the utility billing period to which said

energy related bill relates and for such subsequent utility billing periods as are affected by an increase in energy and/or demand use that could have been avoided had Gardiner been provided with the energy related information in a timely manner. In the event Gardiner subsequently receives or obtains the untimely energy related bill and such bill discloses that savings were achieved in an amount greater than had been stipulated hereunder, such greater savings will be used in calculating Actual Savings;

g. Furnish to Gardiner true, accurate and complete copies of any utility rate schedules or tariffs promptly upon Gardiner's request for the same and, in any event, within thirty (30) calendar days after Customer's receipt of notice of a utility rate change;

h. Maintain in effect and fully perform its obligations under the Maintenance Agreement throughout the duration of the Guarantee; and

i. During the Term of this Agreement, permit only Gardiner and/or Customer approved personnel to repair, adjust or program equipment, systems, and/or controls covered by this Agreement or affecting equipment, systems, and/or controls covered by this Agreement, except in the event of an emergency, in which event Customer shall immediately notify Gardiner of the existence of the emergency no later than within twenty-four (24) hours of the commencement of the emergency condition.

Section 19. Exclusions from Gardiner's Responsibilities: Gardiner shall not be responsible for any of the following:

a. Any shortfalls in Total Energy Savings, failure to satisfy the Guarantee, or for loss, damage or malfunction to equipment, systems, controls or building(s) structures resulting from non-Gardiner personnel examining, adjusting or repairing equipment, systems, or controls;

b. Any failure of Customer to achieve or realize Operational Savings;

c. Any damage or malfunction resulting from freezing, corrosion or erosion on the water side of the equipment or caused by scale or sludge on equipment;

d. Problems or damages caused by utility service or damage sustained by equipment or systems;

e. Furnishing any items of equipment, material, or labor, or performing tests recommended or required by insurance companies or federal, state, or local governments; and

f. Failure or inadequacy of any structure or foundation supporting or surrounding equipment or work or any portion thereof.

Section 20. Independent Audit. Within thirty (30) days after each anniversary of the Commencement Date, Customer may provide written notice to Gardiner that Customer intends to have performed an audit of the savings calculations and billings for the immediately preceding Guarantee Year. Customer and Gardiner shall thereupon select agreed upon experienced and qualified energy engineering auditors to complete and submit to the parties an audit of the savings calculations and billings for the immediately preceding Guarantee Year. Customer shall

pay for the entire cost of the audit. The audit shall be completed within thirty (30) days of selection of the auditor. Exercise of the right to request an audit shall in no way relieve Customer of its continuing obligation to make current payments pursuant to this Agreement. Any payments between the parties necessary to resolve any agreed upon irregularities identified in the audit will be made within sixty (60) days after submission of the audit to the Parties. Any dispute arising from or related to the audit shall be resolved by recourse to the procedures set forth in Article 8 of this Agreement.

Section 21. Agreed Upon Parameters. Customer agrees that the parameters set forth in the sub-Exhibits (used for Options A, B, C & D) are mutually agreed upon and form the basis of the Guarantee. These parameters are hereby recognized, for the purposes of this Agreement, as fact and will not be measured, monitored or adjusted. These parameters apply to Total Energy Savings that shall be computed as specified in this Exhibit and sub-Exhibits.

Section 22. Detailed Energy Analysis. The "Detailed Energy Analysis," dated December 5th, 2019, presented by Gardiner is incorporated herein for the limited purposes of presenting a description of existing conditions and the methodologies used for calculating projected energy savings with respect to the energy conservation measures comprising the Scope of Services in Exhibit B. Statements of savings contained in the Detailed Energy Analysis are projections only and do not constitute, and shall not in any way modify, the statements of Gardiner's Guarantee contained in this Exhibit E and sub-Exhibits referenced herein.

Appendix A – Option A: Specific M&V Methodologies

Electrical Lighting Savings:

Baseline lighting fixtures will be sample measured with a sample size established at a precision of ± 20% with an 80% confidence interval for each building.

For lighting fixtures, pre-energy savings will be determined through direct measurements of the electric draw through the circuit. Fixture occupancy hours per day will be stipulated based on stipulated duration.

Retrofit lighting fixtures will be will be sample measured in accordance with the protocol developed for baseline measurement. The difference in the electrical draw difference multiplied by the stipulated occupancy hours will be the realized savings.

Electrical Saving Calculations Lighting Fixtures:

Electrical Savings PerFixture (kWh/yr)	=	(Metered Pre-kW – Metered Post-kW) x Stipulated Occupancy hrs/yr ÷ number of fixtures on lighting circuit
Cost Savings ($/yr)	=	Electrical savings (kWh/yr) x electrical blended rate ($/kWh)

Appendix B: Specific M&V Modeling Tables

Modeling Output Data:

Zone Details

System Name	Zone	LoadsFor	ZoneCond	Floor SqFt	Ceiling Hgt	Zone Volume	Exposed Perimeter	EffR-Value	InfiSnsH~	# of occupants
System21~	Zones 21~	Board Lower	Fully	5,766	12	69,192	0.0 ft	0.010 ft~	0	12
System20~	Zones 20~	Mechanical	Heated Only	2,624	12	31,488	0.0 ft	0.010 ft~	0	3
System19~	Zones 19~	Fitness	Fully	3,888	12	46,656	0.0 ft	0.010 ft~	0	3
System18~	Zones 18~	Basement Storage	Fully	5,094	12	61,128	0.0 ft	0.010 ft~	0	3
System17~	Zones 17~	Board Main Z4	Fully	50	15	12,750	0.0 ft	0.010 ft~	0	3
System16~	Zones 16~	Board Main Z3	Fully	44	15	8,160	72.0 ft	19.625 f~	0.1	3
System15~	Zones 15~	Board Main Z2	Fully	58	15	12,870	75.0 ft	29.714 f~	0.2	4
System14~	Zones 14~	Board Main Z1	Fully	2,840	15	42,600	121.0 ft	60.964 f~	0.3	14
System13~	Zones 13~	Lobby Rrooms	Fully	4,200	15	63,000	54.0 ft	202.020 ~	0.2	9
System12~	Zones 12~	1st Floor Main	Fully	1,836	15	27,540	54.0 ft	88.312 f~	0.1	9
System11~	Zones 11~	1st Floor W Z3	Fully	1,224	15	18,360	89.0 ft	35.722 f~	0.2	6
System10~	Zones 10~	1st Floor W Z2	Fully	2,052	15	30,780	84.0 ft	63.451 f~	0.2	3
System9	Zones 9,~	1st Floor W Z1	Fully	1,512	15	22,680	50.0 ft	78.545 f~	0.1	3
System8	Zones 8,~	Conference Rm	Fully	87	15	10,305	39.0 ft	45.754 f~	0.1	3
System7	Zones 6,~	Council Support	Fully	44	15	8,160	72.0 ft	63.636 f~	0	3
System6	Zones 7,~	Stairwells	Fully	1,764	15	26,460	49.0 ft	28.836 f~	0.1	2
System5	Zones 5,~	2nd Floor W	Fully	5,094	12	61,128	0.0 ft	0.010 ft~	0.6	25
System4	Zones 4,~	Upper Lobby	Fully	2,852	12	34,224	0.0 ft	0.010 ft~	0.7	6
System3	Zones 3,~	Mayor's Suite	Fully	1,904	12	22,848	0.0 ft	0.010 ft~	0.1	6
System2	Zones 2,~	Council Chamber	Fully	2,676	15	35,546	102.0 ft	68.144 f~	0.5	80
System1	Zones 1,~	2nd Floor E	Fully	3,843	10	38,430	0.0 ft	0.010 ft~	0.4	40

SmrDesAi~	DesSmrSt~	WtrDesAi~	DesWtrSt~	FlrFlprn~	ClgRfTra~	ClgWalTr~	ClgGlzTr~	ClgDorTr~	SolGnsTh~	InfiSnsH~	LitSenGn	AppIncSe~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	5766.0 f~	.0 kBtuh~	-0.6 kBt~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	.5 kBtuh~	20.1 kBt~	.2 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	2624.0 f~	.0 kBtuh~	-0.3 kBt~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	.2 kBtuh~	.9 kBtuh~	.1 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	3888.0 f~	.0 kBtuh~	-0.4 kBt~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	.3 kBtuh~	.2 kBtuh~	.6 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	5094.0 f~	.0 kBtuh~	-0.5 kBt~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	.4 kBtuh~	.6 kBtuh~	.9 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	50.0 ft²~	.1 kBtuh~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	.2 kBtuh~	.0 kBtuh~	.6 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	44.0 ft²~	.7 kBtuh~	.2 kBtuh~	.1 kBtuh~	.0 kBtuh~	.0 kBtuh~	.2 kBtuh~	.9 kBtuh~	.4 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	58.0 ft²~	.1 kBtuh~	.5 kBtuh~	.2 kBtuh~	.0 kBtuh~	.3 kBtuh~	.3 kBtuh~	.0 kBtuh~	.6 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	2840.0 f~	.6 kBtuh~	.6 kBtuh~	.3 kBtuh~	.0 kBtuh~	12.3 kBt~	.9 kBtuh~	.9 kBtuh~	.0 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	4200.0 f~	.0 kBtuh~	.2 kBtuh~	.2 kBtuh~	.1 kBtuh~	.8 kBtuh~	.3 kBtuh~	11.1 kBt~	.9 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	1836.0 f~	.0 kBtuh~	.3 kBtuh~	.1 kBtuh~	.0 kBtuh~	.8 kBtuh~	.2 kBtuh~	.4 kBtuh~	.2 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	1224.0 f~	.0 kBtuh~	.4 kBtuh~	.2 kBtuh~	.0 kBtuh~	11.7 kBt~	.2 kBtuh~	.3 kBtuh~	.8 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	2052.0 f~	.0 kBtuh~	.1 kBtuh~	.2 kBtuh~	.0 kBtuh~	12.0 kBt~	.2 kBtuh~	.2 kBtuh~	.4 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	1512.0 f~	.0 kBtuh~	.7 kBtuh~	.1 kBtuh~	.0 kBtuh~	.3 kBtuh~	.1 kBtuh~	.3 kBtuh~	.0 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	87.0 ft²~	.0 kBtuh~	.1 kBtuh~	.1 kBtuh~	.0 kBtuh~	.1 kBtuh~	.1 kBtuh~	.4 kBtuh~	.5 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	44.0 ft²~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	.9 kBtuh~	.1 kBtuh~	.9 kBtuh~	.4 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	1764.0 f~	.7 kBtuh~	-0.0 kBt~	.1 kBtuh~	.0 kBtuh~	74.8 kBt~	.0 kBtuh~	.9 kBtuh~	.3 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	5094.0 f~	.5 kBtuh~	.0 kBtuh~	.6 kBtuh~	.0 kBtuh~	30.8 kBt~	.4 kBtuh~	17.8 kBt~	.7 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	2852.0 f~	.6 kBtuh~	.1 kBtuh~	.7 kBtuh~	.0 kBtuh~	26.8 kBt~	.9 kBtuh~	10.0 kBt~	.1 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	1904.0 f~	.4 kBtuh~	.2 kBtuh~	.1 kBtuh~	.0 kBtuh~	.9 kBtuh~	.5 kBtuh~	.6 kBtuh~	.4 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	2676.0 f~	.0 kBtuh~	.5 kBtuh~	.5 kBtuh~	.0 kBtuh~	17.3 kBt~	.4 kBtuh~	.3 kBtuh~	.8 kBtuh~
0.10 ach	78.0 °F	0.10 ach	70.0 °F	3843.0 f~	.9 kBtuh~	-0.0 kBt~	.4 kBtuh~	.0 kBtuh~	.2 kBtuh~	.0 kBtuh~	13.5 kBt~	.8 kBtuh~

PplSenGn	DctHtGns	SnsClgLd~	LtClgLdW~	SnsHtgLd~	LtHtgLdW~	InfiLatH~	AppIncLa~	PplLatGn	HtgFlrTr~	HtgRfTra~	HtgWalTr~	HtgGlzTr~
.4 kBtuh~	.0 kBtuh~	25.6 kBt~	.5 kBtuh~	12.5 kBt~	-0.3 kBt~	.7 kBtuh~	.0 kBtuh~	.8 kBtuh~	.0 kBtuh~	.0 kBtuh~	.9 kBtuh~	.0 kBtuh~
.3 kBtuh~	.0 kBtuh~	12.3 kBt~	.8 kBtuh~	.4 kBtuh~	-0.1 kBt~	.4 kBtuh~	.0 kBtuh~	.5 kBtuh~	.0 kBtuh~	.0 kBtuh~	.6 kBtuh~	.0 kBtuh~
.4 kBtuh~	.0 kBtuh~	.1 kBtuh~	.9 kBtuh~	.0 kBtuh~	-0.2 kBt~	.5 kBtuh~	.0 kBtuh~	.5 kBtuh~	.0 kBtuh~	.0 kBtuh~	.6 kBtuh~	.0 kBtuh~
.4 kBtuh~	.0 kBtuh~	.8 kBtuh~	.0 kBtuh~	.5 kBtuh~	-0.2 kBt~	.6 kBtuh~	.0 kBtuh~	.5 kBtuh~	.0 kBtuh~	.0 kBtuh~	.6 kBtuh~	.0 kBtuh~
.4 kBtuh~	.0 kBtuh~	.2 kBtuh~	.7 kBtuh~	.6 kBtuh~	-0.1 kBt~	.3 kBtuh~	.0 kBtuh~	.5 kBtuh~	.0 kBtuh~	.2 kBtuh~	.0 kBtuh~	.0 kBtuh~
.3 kBtuh~	.0 kBtuh~	.8 kBtuh~	.8 kBtuh~	10.5 kBt~	-0.1 kBt~	.3 kBtuh~	.0 kBtuh~	.5 kBtuh~	.2 kBtuh~	.0 kBtuh~	.8 kBtuh~	.9 kBtuh~
.5 kBtuh~	.0 kBtuh~	13.4 kBt~	.2 kBtuh~	18.0 kBt~	-0.2 kBt~	.5 kBtuh~	.0 kBtuh~	.6 kBtuh~	.2 kBtuh~	.2 kBtuh~	.6 kBtuh~	.2 kBtuh~
.6 kBtuh~	.0 kBtuh~	31.2 kBt~	.5 kBtuh~	37.9 kBt~	-0.5 kBt~	.4 kBtuh~	.0 kBtuh~	.1 kBtuh~	.0 kBtuh~	10.7 kBt~	11.5 kBt~	.9 kBtuh~
.1 kBtuh~	.0 kBtuh~	21.7 kBt~	.8 kBtuh~	14.7 kBt~	-0.2 kBt~	.4 kBtuh~	.0 kBtuh~	.4 kBtuh~	.9 kBtuh~	.0 kBtuh~	.0 kBtuh~	.8 kBtuh~
.1 kBtuh~	.0 kBtuh~	13.0 kBt~	.6 kBtuh~	.2 kBtuh~	-0.1 kBt~	.3 kBtuh~	.0 kBtuh~	.4 kBtuh~	.9 kBtuh~	.0 kBtuh~	.2 kBtuh~	.9 kBtuh~
.7 kBtuh~	.0 kBtuh~	18.4 kBt~	.3 kBtuh~	15.1 kBt~	-0.1 kBt~	.3 kBtuh~	.0 kBtuh~	.9 kBtuh~	.5 kBtuh~	.0 kBtuh~	.2 kBtuh~	.8 kBtuh~
.4 kBtuh~	.0 kBtuh~	21.4 kBt~	.7 kBtuh~	10.8 kBt~	-0.1 kBt~	.3 kBtuh~	.0 kBtuh~	.5 kBtuh~	.4 kBtuh~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~
.4 kBtuh~	.0 kBtuh~	13.0 kBt~	.7 kBtuh~	.2 kBtuh~	-0.1 kBt~	.2 kBtuh~	.0 kBtuh~	.5 kBtuh~	.8 kBtuh~	.0 kBtuh~	.7 kBtuh~	.5 kBtuh~
.3 kBtuh~	.0 kBtuh~	.7 kBtuh~	.6 kBtuh~	.2 kBtuh~	-0.1 kBt~	.2 kBtuh~	.0 kBtuh~	.5 kBtuh~	.6 kBtuh~	.0 kBtuh~	.1 kBtuh~	.5 kBtuh~
.3 kBtuh~	.0 kBtuh~	.7 kBtuh~	.6 kBtuh~	.5 kBtuh~	-0.1 kBt~	.1 kBtuh~	.0 kBtuh~	.5 kBtuh~	.8 kBtuh~	.0 kBtuh~	.8 kBtuh~	.2 kBtuh~
.2 kBtuh~	.0 kBtuh~	82.1 kBt~	.0 kBtuh~	65.8 kBt~	-0.6 kBt~	.7 kBtuh~	.0 kBtuh~	.3 kBtuh~	.2 kBtuh~	.2 kBtuh~	.5 kBtuh~	50.7 kBt~
.9 kBtuh~	.0 kBtuh~	64.7 kBt~	.1 kBtuh~	57.8 kBt~	-0.9 kBt~	.3 kBtuh~	.0 kBtuh~	.8 kBtuh~	.0 kBtuh~	19.2 kBt~	12.7 kBt~	14.4 kBt~
.7 kBtuh~	.0 kBtuh~	44.9 kBt~	.3 kBtuh~	36.0 kBt~	-0.5 kBt~	.4 kBtuh~	.0 kBtuh~	.9 kBtuh~	.0 kBtuh~	10.7 kBt~	.9 kBtuh~	17.5 kBt~
.7 kBtuh~	.0 kBtuh~	16.9 kBt~	.8 kBtuh~	21.4 kBt~	-0.3 kBt~	.9 kBtuh~	.0 kBtuh~	.9 kBtuh~	.0 kBtuh~	.2 kBtuh~	.5 kBtuh~	.5 kBtuh~
.3 kBtuh~	.0 kBtuh~	40.2 kBt~	12.7 kBt~	28.9 kBt~	-0.3 kBt~	.7 kBtuh~	.0 kBtuh~	12.0 kBt~	.7 kBtuh~	.0 kBtuh~	11.3 kBt~	11.5 kBt~
.7 kBtuh~	.0 kBtuh~	34.4 kBt~	.6 kBtuh~	36.9 kBt~	-0.6 kBt~	.6 kBtuh~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	14.5 kBt~	.1 kBtuh~	.3 kBtuh~

HtgDorTr~	InfiSnsH~	DuctLsss	InfiLatH~	SnsVentG~	SnVentLs~	tVentGns~	LtVentLs~	TtlClgLd	TtlHtgLd	SnClgLdl~	LtClgLdl~
.0 kBtuh~	.7 kBtuh~	.0 kBtuh~	-0.3 kBt~	.4 kBtuh~	75.4 kBt~	15.2 kBt~	-5.7 kBt~	52.7 kBt~	81.9 kBt~	35.0 kBt~	17.8 kBt~
.0 kBtuh~	.8 kBtuh~	.0 kBtuh~	-0.1 kBt~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	13.1 kBt~	.3 kBtuh~	12.3 kBt~	.8 kBtuh~
.0 kBtuh~	.4 kBtuh~	.0 kBtuh~	-0.2 kBt~	.1 kBtuh~	32.9 kBt~	.6 kBtuh~	-2.5 kBt~	18.8 kBt~	38.2 kBt~	11.3 kBt~	.6 kBtuh~
.0 kBtuh~	.9 kBtuh~	.0 kBtuh~	-0.2 kBt~	.8 kBtuh~	46.1 kBt~	.3 kBtuh~	-3.5 kBt~	22.8 kBt~	51.9 kBt~	12.5 kBt~	10.3 kBt~
.0 kBtuh~	.4 kBtuh~	.0 kBtuh~	-0.1 kBt~	.5 kBtuh~	.9 kBtuh~	.8 kBtuh~	-0.3 kBt~	.2 kBtuh~	.1 kBtuh~	.7 kBtuh~	.5 kBtuh~
.0 kBtuh~	.6 kBtuh~	.0 kBtuh~	-0.1 kBt~	.5 kBtuh~	.9 kBtuh~	.8 kBtuh~	-0.3 kBt~	10.8 kBt~	14.0 kBt~	.3 kBtuh~	.6 kBtuh~
.0 kBtuh~	.7 kBtuh~	.0 kBtuh~	-0.2 kBt~	.0 kBtuh~	.9 kBtuh~	.6 kBtuh~	-0.6 kBt~	17.2 kBt~	25.1 kBt~	14.4 kBt~	.7 kBtuh~
.0 kBtuh~	.9 kBtuh~	.0 kBtuh~	-0.5 kBt~	.4 kBtuh~	34.9 kBt~	.0 kBtuh~	-2.7 kBt~	46.1 kBt~	69.6 kBt~	35.5 kBt~	10.5 kBt~
.9 kBtuh~	.1 kBtuh~	.0 kBtuh~	-0.2 kBt~	.3 kBtuh~	10.2 kBt~	.1 kBtuh~	-0.8 kBt~	26.8 kBt~	24.0 kBt~	22.9 kBt~	.8 kBtuh~
.0 kBtuh~	.2 kBtuh~	.0 kBtuh~	-0.1 kBt~	.9 kBtuh~	31.3 kBt~	.3 kBtuh~	-2.4 kBt~	24.9 kBt~	38.0 kBt~	17.0 kBt~	.9 kBtuh~
.0 kBtuh~	.7 kBtuh~	.0 kBtuh~	-0.1 kBt~	.3 kBtuh~	10.2 kBt~	.1 kBtuh~	-0.8 kBt~	23.0 kBt~	24.4 kBt~	19.6 kBt~	.3 kBtuh~
.0 kBtuh~	.4 kBtuh~	.0 kBtuh~	-0.1 kBt~	.1 kBtuh~	25.0 kBt~	.0 kBtuh~	-1.9 kBt~	30.3 kBt~	33.8 kBt~	24.5 kBt~	.8 kBtuh~
.0 kBtuh~	.2 kBtuh~	.0 kBtuh~	-0.1 kBt~	.2 kBtuh~	.9 kBtuh~	.0 kBtuh~	-0.8 kBt~	17.0 kBt~	18.2 kBt~	14.3 kBt~	.7 kBtuh~
.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	-0.1 kBt~	.2 kBtuh~	.5 kBtuh~	.9 kBtuh~	-0.7 kBt~	11.5 kBt~	16.9 kBt~	.9 kBtuh~	.6 kBtuh~
.0 kBtuh~	.7 kBtuh~	.0 kBtuh~	-0.1 kBt~	.4 kBtuh~	.3 kBtuh~	.7 kBtuh~	-0.3 kBt~	.4 kBtuh~	.5 kBtuh~	.1 kBtuh~	.3 kBtuh~
.0 kBtuh~	.3 kBtuh~	.0 kBtuh~	-0.6 kBt~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	84.1 kBt~	65.2 kBt~	82.1 kBt~	.0 kBtuh~
.0 kBtuh~	11.5 kBt~	.0 kBtuh~	-0.9 kBt~	.7 kBtuh~	29.6 kBt~	.0 kBtuh~	-2.3 kBt~	80.4 kBt~	84.3 kBt~	68.4 kBt~	12.1 kBt~
.0 kBtuh~	.9 kBtuh~	.0 kBtuh~	-0.5 kBt~	.2 kBtuh~	.9 kBtuh~	.0 kBtuh~	-0.8 kBt~	50.4 kBt~	44.6 kBt~	46.2 kBt~	.3 kBtuh~
.0 kBtuh~	.3 kBtuh~	.0 kBtuh~	-0.3 kBt~	.8 kBtuh~	14.5 kBt~	.9 kBtuh~	-1.1 kBt~	23.4 kBt~	34.5 kBt~	18.7 kBt~	.7 kBtuh~
.9 kBtuh~	.4 kBtuh~	.0 kBtuh~	-0.3 kBt~	.8 kBtuh~	54.6 kBt~	11.0 kBt~	-4.2 kBt~	70.8 kBt~	79.1 kBt~	47.0 kBt~	23.8 kBt~
.0 kBtuh~	.0 kBtuh~	.0 kBtuh~	-0.6 kBt~	.0 kBtuh~	24.0 kBt~	.8 kBtuh~	-1.8 kBt~	49.9 kBt~	58.5 kBt~	37.4 kBt~	12.5 kBt~

SnHtgLdl~	LtHtgLdl~	nlClgCap~	nlHtgCap~	NetClgLd	NetHtgLd	DsCldSup~	DsHotSup~	lgAirSup~	tgAirSup~	MnVentRt	esAirSup~
87.9 kBt~	-6.0 kBt~	155.8 kB~	161.9 kB~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	1081 cfm	305 cfm	1145 cfm	4940 cfm
.4 kBtuh~	-0.1 kBt~	.0 kBtuh~	.0 kBtuh~	13.1 kBt~	.3 kBtuh~	55.0 °F	110.0 °F	520 cfm	156 cfm	0 cfm	750 cfm
40.9 kBt~	-2.7 kBt~	55.5 kBt~	61.2 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	302 cfm	194 cfm	500 cfm	1900 cfm
55.6 kBt~	-3.7 kBt~	55.5 kBt~	61.2 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	285 cfm	232 cfm	700 cfm	1900 cfm
.5 kBtuh~	-0.4 kBt~	11.8 kBt~	11.7 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	219 cfm	111 cfm	60 cfm	380 cfm
14.4 kBt~	-0.4 kBt~	19.3 kBt~	18.8 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	371 cfm	255 cfm	60 cfm	570 cfm
25.9 kBt~	-0.8 kBt~	27.7 kBt~	27.9 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	569 cfm	437 cfm	120 cfm	855 cfm
72.8 kBt~	-3.2 kBt~	89.9 kBt~	93.4 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	1318 cfm	922 cfm	530 cfm	2900 cfm
24.9 kBt~	-0.9 kBt~	38.5 kBt~	39.5 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	916 cfm	358 cfm	155 cfm	1330 cfm
40.5 kBt~	-2.5 kBt~	76.4 kBt~	77.4 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	552 cfm	224 cfm	475 cfm	2470 cfm
25.3 kBt~	-0.9 kBt~	45.3 kBt~	46.9 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	777 cfm	368 cfm	155 cfm	1520 cfm
35.8 kBt~	-2.0 kBt~	59.0 kBt~	61.1 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	904 cfm	262 cfm	380 cfm	1795 cfm
19.1 kBt~	-0.8 kBt~	40.8 kBt~	42.6 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	552 cfm	224 cfm	150 cfm	1330 cfm
17.7 kBt~	-0.8 kBt~	25.2 kBt~	26.3 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	328 cfm	199 cfm	145 cfm	840 cfm
.8 kBtuh~	-0.3 kBt~	24.5 kBt~	25.8 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	156 cfm	158 cfm	50 cfm	760 cfm
65.8 kBt~	-0.6 kBt~	111.0 kB~	122.4 kB~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	3473 cfm	1599 cfm	0 cfm	3800 cfm
87.4 kBt~	-3.1 kBt~	119.0 kB~	123.5 kB~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	2734 cfm	1405 cfm	450 cfm	4070 cfm
45.9 kBt~	-1.3 kBt~	92.0 kBt~	94.0 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	1900 cfm	876 cfm	150 cfm	3040 cfm
35.9 kBt~	-1.4 kBt~	53.8 kBt~	54.1 kBt~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	714 cfm	521 cfm	220 cfm	1615 cfm
83.5 kBt~	-4.4 kBt~	111.0 kB~	122.4 kB~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	1699 cfm	701 cfm	830 cfm	3800 cfm
60.9 kBt~	-2.4 kBt~	131.7 kB~	135.2 kB~	.0 kBtuh~	.0 kBtuh~	55.0 °F	110.0 °F	1456 cfm	897 cfm	365 cfm	4270 cfm

MnStpFrV~	TtlXhstC~	MkUpAirF~	SmrMxRlH~	SmrT'Stt~	ClgDesHr	WtrMnRlH~	WtrT'Stt~	FlrUA	RoofUA	WallUA	EnvUA
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	0.0 Btuh~	0.0 Btuh~	138.5 Bt~	138.5 Bt~
0.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	0.0 Btuh~	0.0 Btuh~	71.4 Btu~	71.4 Btu~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	0.0 Btuh~	0.0 Btuh~	87.5 Btu~	87.5 Btu~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	0.0 Btuh~	0.0 Btuh~	103.5 Bt~	103.5 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	0.0 Btuh~	50.0 Btu~	0.0 Btuh~	50.0 Btu~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	27.7 Btu~	32.0 Btu~	88.6 Btu~	148.4 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	28.9 Btu~	50.5 Btu~	168.5 Bt~	247.9 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	46.6 Btu~	167.1 Bt~	287.5 Bt~	501.1 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	20.8 Btu~	0.0 Btuh~	182.9 Bt~	203.7 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	20.8 Btu~	0.0 Btuh~	110.5 Bt~	131.2 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	34.3 Btu~	0.0 Btuh~	186.8 Bt~	221.1 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	32.3 Btu~	0.0 Btuh~	125.2 Bt~	157.5 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	19.3 Btu~	0.0 Btuh~	112.4 Bt~	131.6 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	15.0 Btu~	0.0 Btuh~	102.8 Bt~	117.8 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	18.9 Btu~	0.0 Btuh~	77.5 Btu~	96.3 Btu~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	27.7 Btu~	34.6 Btu~	845.9 Bt~	908.2 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	0.0 Btuh~	299.6 Bt~	423.0 Bt~	722.6 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	0.0 Btuh~	167.8 Bt~	288.1 Bt~	455.9 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	0.0 Btuh~	112.0 Bt~	155.5 Bt~	267.5 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	39.3 Btu~	0.0 Btuh~	371.2 Bt~	410.4 Bt~
100.00%	0 cfm	0 cfm	50.00%	5.0 °F	16.0 hr	0.00%	5.0 °F	0.0 Btuh~	226.1 Bt~	226.0 Bt~	452.0 Bt~

ThmMss	FlrLkgAr	RfLkgAr	WalLkgAr	TtlLkgAr	TtlLghts~	TtlAppln~
132.44 l~	23.1 in²	0.0 in²	52.8 in²	75.8 in²	5.46 Btu~	1.37 Btu~
139.39 l~	10.5 in²	0.0 in²	27.2 in²	37.7 in²	12.30 Bt~	1.54 Btu~
129.10 l~	15.6 in²	0.0 in²	33.3 in²	48.9 in²	1.71 Btu~	1.28 Btu~
124.37 l~	20.4 in²	0.0 in²	39.4 in²	59.8 in²	1.71 Btu~	0.34 Btu~
96.00 lb~	3.4 in²	24.7 in²	0.0 in²	28.1 in²	5.46 Btu~	1.28 Btu~
160.00 l~	2.2 in²	15.8 in²	14.6 in²	32.5 in²	5.46 Btu~	1.28 Btu~
160.00 l~	3.4 in²	24.9 in²	27.7 in²	56.1 in²	5.46 Btu~	1.28 Btu~
155.78 l~	11.4 in²	82.4 in²	47.3 in²	41.1 in²~	5.46 Btu~	1.37 Btu~
94.01 lb~	16.8 in²	0.0 in²	27.1 in²	43.9 in²	4.10 Btu~	1.28 Btu~
113.73 l~	7.3 in²	0.0 in²	18.2 in²	25.5 in²	5.46 Btu~	1.28 Btu~
154.83 l~	4.9 in²	0.0 in²	30.7 in²	35.6 in²	5.46 Btu~	1.28 Btu~
108.67 l~	8.2 in²	0.0 in²	20.6 in²	28.8 in²	5.46 Btu~	1.28 Btu~
116.52 l~	6.1 in²	0.0 in²	18.5 in²	24.5 in²	5.46 Btu~	1.28 Btu~
147.22 l~	2.8 in²	0.0 in²	16.9 in²	19.7 in²	5.46 Btu~	1.28 Btu~
160.00 l~	2.2 in²	0.0 in²	12.8 in²	14.9 in²	5.46 Btu~	1.28 Btu~
136.82 l~	7.1 in²	17.1 in²	45.7 in²~	69.8 in²~	1.71 Btu~	1.37 Btu~
132.77 l~	20.4 in²	47.7 in²~	69.6 in²	37.7 in²~	5.46 Btu~	1.37 Btu~
100.85 l~	11.4 in²	82.7 in²	47.3 in²	41.4 in²~	5.46 Btu~	1.37 Btu~
146.41 l~	7.6 in²	55.2 in²	25.6 in²	88.4 in²	5.46 Btu~	1.37 Btu~
137.41 l~	10.7 in²	0.0 in²	59.8 in²	70.5 in²	5.46 Btu~	1.28 Btu~
115.80 l~	15.4 in²	11.5 in²~	37.1 in²	64.0 in²~	5.46 Btu~	1.37 Btu~

Zone Contstuction Data

Roof Construction Input Data

Parent(s)~	ShortName~	RoofType	Dscrptn	CeilAr#1	OvrlR-Vl	ExtClr	SuspCeil	ightness~	SpecLkg	AshraeRf~	SpecMss
Zones[17~	Roof Z17	Wood Deck~	Pitched ~	50.0 ft²~	17.000 f~	Dark	Yes	Average	0.029 in~	10	16.00 lb~
Zones[16~	Roof Z16	Wood Deck~	Pitched ~	44.0 ft²~	17.000 f~	Dark	Yes	Average	0.029 in~	10	16.00 lb~
Zones[15~	Roof Z15	Wood Deck~	Pitched ~	58.0 ft²~	17.000 f~	Dark	Yes	Average	0.029 in~	10	16.00 lb~
Zones[14~	Roof Z14	Wood Deck~	Pitched ~	2840.0 f~	17.000 f~	Dark	Yes	Average	0.029 in~	10	16.00 lb~
Zones[6,~	Roof Z6	Wood Deck~	Pitched ~	88.0 ft²~	17.000 f~	Dark	Yes	Average	0.029 in~	10	16.00 lb~
Zones[5,~	Roof Z4	Wood Deck~	Pitched ~	5094.0 f~	17.000 f~	Dark	Yes	Average	0.029 in~	10	16.00 lb~
Zones[4,~	Roof Z4	Wood Deck~	Pitched ~	2852.0 f~	17.000 f~	Dark	Yes	Average	0.029 in~	10	16.00 lb~
Zones[3,~	Roof Z3	Wood Deck~	Pitched ~	1904.0 f~	17.000 f~	Dark	Yes	Average	0.029 in~	10	16.00 lb~
Zones[1,~	Roof Z1	Wood Deck~	Pitched ~	3843.0 f~	17.000 f~	Dark	Yes	Average	0.029 in~	10	16.00 lb~

Window Contruction Input Data

Parent(s)~	hortName~	indowTyp~	Dscrptn	FenestAr	OvrlWdow~	SolExpsr	ightness~	SpecLkg	ShadCoef
Wall40 "~	NW Windo~	Tinted	Site Con~	72.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall37 "~	NE Windo~	Tinted	Site Con~	18.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall36 "~	NE Windo~	Tinted	Site Con~	90.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall39 "~	NW Windo~	Tinted	Site Con~	36.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall38 "~	SE Windo~	Tinted	Site Con~	36.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall35 "~	SW Windo~	Tinted	Site Con~	18.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall34 "~	NW Windo~	Tinted	Site Con~	26.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall33 "~	NE Windo~	Tinted	Site Con~	36.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall31 "~	SE Windo~	Tinted	Site Con~	36.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall32 "~	SE Windo~	Tinted	Site Con~	15.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall29 "~	NE Windo~	Tinted	Site Con~	72.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall28 "~	W Window~	Tinted	Site Con~	18.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall27 "~	S Window~	Tinted	Site Con~	08.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall25 "~	W Window~	Tinted	Site Con~	72.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall26 "~	W Window~	Tinted	Site Con~	26.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall24 "~	E Window~	Tinted	Site Con~	08.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall23 "~	S Window~	Tinted	Site Con~	72.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall5 "N~	N Window~	Tinted	Site Con~	90.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall5 "N~	N Window~	Tinted	Site Con~	50.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall17 "~	E Window~	Tinted	Site Con~	92.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall16 "~	S Window~	Tinted	Site Con~	92.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall14 "~	S Window~	Tinted	Site Con~	08.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall13 "~	E Window~	Tinted	Site Con~	44.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall12 "~	W Window~	Tinted	Site Con~	98.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall11 "~	SE Windo~	Tinted	Site Con~	75.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall10 "~	NW Windo~	Tinted	Site Con~	36.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Walls[9,~	NE Windo~	Tinted	Site Con~	36.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall6 "N~	NE Windo~	Tinted	Site Con~	72.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall3 "N~	NW Windo~	Tinted	Site Con~	36.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall21 "~	N Window~	Tinted	Site Con~	36.0 ft²	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall4 "E~	E Window~	Tinted	Site Con~	20.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall8 "N~	N Window~	Tinted	Site Con~	65.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88
Wall8 "N~	N Window~	Tinted	Site Con~	26.0 ft²~	2.000 ft~	Fully Ex~	Average	0.082 in~	0.88

Wall Construction Input Data

Scenario	arent(s)~	hortName~	WallType	Dscriptn	WallArea	WallHght	WallR-Vl	ExtCtr	WallLoc	alOrntn~	ightness~	SpecLkg	EffR-Vl	SpecMss	AshraeWa~
1:CAB	Zones[21~	SEs Wall~	Masonry	Cement B~	08.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	outhEast~	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[21~	NWs wall~	Masonry	Cement B~	60.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	orthWest~	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[21~	SWs wall~	Masonry	Cement B~	1152.0 f~	12.0 ft	11.000 f~	Medium	Below Gr~	outhWest~	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[21~	NEs wall~	Masonry	Cement B~	96.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	orthEast~	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[20~	del	Masonry	Cement B~	60.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	West	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[20~	NEs wall~	Masonry	Cement B~	80.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	orthWest~	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[20~	SWs wall~	Masonry	Cement B~	64.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	outhWest~	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[20~	NEs wall~	Masonry	Cement B~	08.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	orthEast~	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[19~	Ws wall ~	Masonry	Cement B~	60.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	West	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[19~	Es wall ~	Masonry	Cement B~	76.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	East	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[19~	Ss wall ~	Masonry	Cement B~	68.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	South	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[19~	Ns wall ~	Masonry	Cement B~	16.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	North	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[18~	Ws wall ~	Masonry	Cement B~	1008.0 f~	12.0 ft	11.000 f~	Medium	Below Gr~	West	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[18~	Es wall ~	Masonry	Cement B~	48.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	East	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[18~	Ss wall ~	Masonry	Cement B~	12.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	South	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[18~	Ns wall ~	Masonry	Cement B~	60.0 ft²~	12.0 ft	11.000 f~	Medium	Below Gr~	North	Average	0.015 in~	25.386 f~	86.00 lb~	C
1:CAB	Zones[16~	NW wall ~	Masonry	Cement B~	85.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	orthWest~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[16~	NE wall ~	Masonry	Cement B~	85.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	orthEast~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[15~	NW wall ~	Masonry	Cement B~	30.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	orthWest~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[15~	SE wall ~	Masonry	Cement B~	10.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	outhEast~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[15~	NE wall ~	Masonry	Cement B~	85.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	orthEast~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[14~	SW wall ~	Masonry	Cement B~	00.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	outhWest~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[14~	NW wall ~	Masonry	Cement B~	1155.0 f~	15.0 ft	11.000 f~	Medium	Above Gr~	orthWest~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[14~	NE wall ~	Masonry	Cement B~	60.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	orthEast~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[14~	SE wall ~	Masonry	Cement B~	75.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	outhEast~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[13~	NE wall ~	Masonry	Cement B~	04.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	orthEast~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[13~	SE wall ~	Masonry	Cement B~	00.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	outhEast~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[13~	NW wall ~	Masonry	Cement B~	35.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	orthWest~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[12~	NE wall ~	Masonry	Cement B~	10.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	orthEast~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[12~	NW wall ~	Masonry	Cement B~	00.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	orthWest~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[11~	S wall Z~	Masonry	Cement B~	65.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	South	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[11~	W wall Z~	Masonry	Cement B~	80.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	West	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[10~	W wall Z~	Masonry	Cement B~	10.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	West	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[9,~	wall Z9~	Masonry	Cement B~	50.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	East	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[8,~	wall Z8~	Masonry	Cement B~	90.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	South	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[7,~	wall Z7~	Masonry	Cement B~	55.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	North	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[7,~	wall Z7~	Masonry	Cement B~	35.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	West	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[6,~	Es wall ~	Masonry	Cement B~	44.0 ft²~	10.0 ft	11.000 f~	Medium	Below Gr~	East	Average	0.015 in~	23.322 f~	86.00 lb~	C
1:CAB	Zones[6,~	Ss wall ~	Masonry	Cement B~	32.0 ft²~	10.0 ft	11.000 f~	Medium	Below Gr~	South	Average	0.015 in~	23.322 f~	86.00 lb~	C
1:CAB	Zones[6,~	wall Z6~	Masonry	Cement B~	00.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	East	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[6,~	wall Z6~	Masonry	Cement B~	64.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	South	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[5,~	wall Z5~	Masonry	Cement B~	60.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	North	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[5,~	wall Z5~	Masonry	Cement B~	12.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	South	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[5,~	wall Z5~	Masonry	Cement B~	48.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	East	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[5,~	wall Z5~	Masonry	Cement B~	1008.0 f~	12.0 ft	11.000 f~	Medium	Above Gr~	West	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[4,~	SE wall ~	Masonry	Cement B~	00.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	outhEast~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[4,~	NW wall ~	Masonry	Cement B~	04.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	orthWest~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[4,~	NE wall ~	Masonry	Cement B~	04.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	orthEast~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[3,~	SW wall ~	Masonry	Cement B~	44.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	outhWest~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[3,~	NE wall ~	Masonry	Cement B~	08.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	orthEast~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[3,~	NW wall ~	Masonry	Cement B~	72.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	orthWest~	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[2,~	wall Z2~	Masonry	Cement B~	65.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	North	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[2,~	wall Z2~	Masonry	Cement B~	65.0 ft²~	15.0 ft	11.000 f~	Medium	Above Gr~	West	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[1,~	wall Z1~	Masonry	Cement B~	16.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	North	Average	0.015 in~	11.000 f~	86.00 lb~	C
1:CAB	Zones[2,~	del	Wood Fra~	Wood Fra~	00.0 ft²~	10.0 ft	11.000 f~	Medium	Above Gr~	South	Average	0.015 in~	11.000 f~	68.50 lb~	G
1:CAB	Zones[1,~	wall Z1~	Masonry	Cement B~	60.0 ft²~	12.0 ft	11.000 f~	Medium	Above Gr~	West	Average	0.015 in~	11.000 f~	86.00 lb~	C

GARDINER

EXHIBIT G
BUILDING AI (APPLIED INTELLIGENCE) AGREEEMENT

BUILDING AI (APPLIED INTELLIGENCE) SERVICES

CONTRACT PRESENTED TO:

Valarie Wax Carr
Service Director
City of Green
1755 Town Park Blvd.
Green, Ohio 44232

PROJECT AND/OR LOCATION:

City Administration Building
Fire Station #1
Fire Station #2
Central Park Community Hall
Torok Community Center
Raintree Golf & Event Center

Presented by:
Rocky Williams
Account Manager

Kevin Pugely
Sustainability Services

Agreement No: 84650 Revised
Date: November 2020

Sourcing Alliance Group Purchasing Agreement Contract No. BS – 1010

GARDINER

AGREEMENT NUMBER: 84650 REVISED

SERVICE AGREEMENT PRICING & ACCEPTANCE

PROJECT & LOCATION: City of Green - 6 Buildings
(Reference Next Page)

GARDINER, agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules". This AGREEMENT shall become valid only upon acceptance by **CUSTOMER** and approved by the GARDINER.

This agreement price is **$15,000.00 per year, payable in quarterly amounts of $1,250.00**. Any repairs provided outside the scope of the agreement will include a $45.00 daily truck charge. This pricing does not include applicable taxes, if any. If CUSTOMER is tax exempt, please include your tax exemption certificate. **This price is firm for three years.**

This agreement is effective a **date to be determined** and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

Note: This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

SUBMITTED BY: Rocky Williams
Account Manager
Date: _____

Kevin Pugely
Sustainability Services

CUSTOMER ACCEPTANCE:

Signature:_____

Title:_____

Acceptance Date: _____

Purchase Order No: _____

GARDINER APPROVAL:

Signature:_____

Title:_____

GARDINER COPY

GARDINER

AGREEMENT NUMBER: 84650 REVISED

PROJECT LOCATIONS

The City of Green - 6 Building Locations

City Administration Building
1755 Town Park Blvd.
Green, OH 44685

Fire Station #1
4200 Massillon Road
Green, OH 44720

Fire Station #2
393 E. Turkeyfoot Lake Road
Akron, OH 44319

Central Park Community Hall
1795 Steese Road
Green, OH 44685

Torok Community Center
4224 Massillon Road
Green, OH 44720

Raintree Golf & Event Center
4350 Mayfair Road
Uniontown, OH 44685

GARDINER

AGREEMENT NUMBER: 84650 REVISED

GENERAL TERMS & CONDITIONS

I. PRICE ADJUSTMENT

This agreement price is firm for Three Years.

II. PAYMENT

Terms of this agreement are net payment upon receipt of invoice. GARDINER reserves the right to discontinue its service anytime payments have not been made as agreed. Taxes, if applicable, will be included in billing. An itemized billing statement reflecting the application of Ohio sales tax shall be made available upon request. CFC Tax has been passed for most refrigerants per the 1990 Budget Reconciliation Bill (H.R. 3299).

III. WARRANTY

GARDINER guarantees service work and all materials of GARDINER's manufacture against defects in workmanship for 90 days from date of completion of the work and will repair or replace such products or components as GARDINER finds defective. This warranty does not include cost of handling, shipping, or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by GARDINER, but manufactured by others, the only warranty provided is that of the manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GSC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

IV. LIMITATION OF LIABILITY

All claims, causes of action or legal proceedings against GARDINER arising from GARDINER's performance under this contract must be commenced by CUSTOMER within the express warranty period specified under Paragraph III hereof. Failure to commence any such claim, cause of action or legal proceeding within such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by CUSTOMER. IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GARDINER FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL INCIDENTAL, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

V. INDEMNITY

GARDINER and customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

VI. NO-HIRE; NO-SOLICITATION

CUSTOMER hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. CUSTOMER acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the CUSTOMER agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

VII. DISPUTES AND CHOICE OF LAWS

This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. Any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.

VIII. CUSTOMER OBLIGATIONS

The CUSTOMER shall:

- Operate the equipment in accordance with manufacturer's recommended instructions.
- Promptly notify GARDINER of any unusual operating conditions.
- Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
- Pay for any services and materials not specifically included in this agreement. Additional charges shall be made upon CUSTOMER's authorization at prevailing rates.
- Disposal of old oil and refrigerant shall be the CUSTOMER's responsibility if it becomes classified as hazardous.

IX. GARDINER OBLIGATIONS

It shall be the responsibility of GARDINER to inform the CUSTOMER of any adverse conditions beyond the scope of the preventive maintenance agreement and make recommendations to correct them.

X. SUPPLEMENTAL CONDITIONS

1) The City of Green shall be considered a priority customer; GARDINER will respond to a service call within four (4) hours. 2) Any services or material supplied outside the context of this contract will be billed at best prevailing rate.

XI. ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between GARDINER and CUSTOMER. If there is a conflict with other terms and conditions, these terms and conditions shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements, or representations become part of this contract unless expressly agreed to in writing by an authorized representative of GARDINER.

SCOPE OF COVERAGE

The City of Green - 6 Building Locations

Location	Help Desk	Operational Review Onsite	Operational Review Remote	Alarm Monitoring	Dynamic Commissioning	Utility Data Analysis
City Administration Bldg	√	√	√	√	√	√
Fire Station #1	√					√
Fire Station #2	√					√
Central Park Community Hall	√					√
Torok Community Center	√					√
Raintree Golf & Event Center	√					√

BUILDING AI: SCOPE OF COVERAGE

Gardiner's **Building AI (Applied Intelligence)** data-enabled services provide support to help ensure that you capture the full power of your HVAC system investment. The automation system is a critical component in maximizing system comfort, efficiency, and overall operation. It is also crucial to ensure the system is properly adjusted from design to the actual operating environment.

Gardiner has developed the Building AI: Applied Intelligence program in order to help:

Improve Space Comfort

Gardiner utilizes a simple, easy to read Space Comfort Scorecard to prioritize and address areas with comfort issues. Comfort is graded based on a space's ability to maintain a set-point over time; areas of concern show up as red or yellow.

Decrease Energy Spend

Our team of Energy Engineer's monitor facility energy usage along with system operation in order to identify areas of improvement, making adjustments and recommendations as necessary while giving you a clear benchmark of your facility's relative performance by using national and local databases.

Manage Air Quality

Gardiner will ensure your visibility, control and oversight of your facility's ventilation practices and the air quality control methods available via your HVAC System and BAS.

Reduce Operating Spend

Gardiner will use data driven service to reduce the money spent on truck rolls, increase the time efficiency of maintenance and repair staff by pinpointing potential root causes, and prolong equipment life by identifying potential issues as early as possible.

Minimize Down-Time

Gardiner's advanced monitoring and diagnostics, enable Gardiner to detect potential issues and avoid unnecessary down-time. It also allows us to remotely diagnose and resolve system issues, saving time and potential service truck rolls. Gardiner Intelligent Services can ensure the operating software is up to date as well as perform system back-ups so in case of a catastrophic event, the system can be restored and back in operating condition as quickly as possible.

The building automation system is vital to maintaining occupant comfort, productivity, and energy efficiency. Gardiner looks forward to the opportunity to support the objectives of your organization.

GARDINER

Building AI (Applied Intelligence) Services

Our Building AI services provide three tiers of support; **Essential, Advanced** and **Enterprise**. The following outlines each tier to enable you to select a level of service that is appropriate for your facility's operations.

The following highlights each tier to assist you in selecting a level of service that is appropriate for your facility's operations.

Essential

As part of all Gardiner Building AI service offerings, a data pump will be installed to gather and trend building data to analyze systems performance and to identify anomalies. **Please note: All Building AI agreements require an external IP connection.*

HELP DESK

The Help Desk is staffed during normal business hours (8:00am – 5:00pm) to provide qualified technical assistance with questions related to the operation of the temperature control and building automation system. They can help assist with such things as:

- Set point changes
- Changing time schedules
- Setup of trends and calculations
- Changing user authorization settings
- Understanding the buildings operation
- Informal training

OPERATIONAL REVIEW INSPECTIONS

The operator interface is key to the performance of the building temperature control and automation system and ultimately the energy efficiency and the productivity of the facility. The Operational Reviews are designed to allow the Applied Intelligence technician to take action on system deficiencies discovered through the trending of data.

On-Site Operational Reviews – 2 / Year

- Investigate documented issues from the client
- Review and take corrective action on issues discovered through the trending of data
  - Programming modification
  - Sensor calibration / verification
  - Set-point modifications
  - Evaluate faulted control components
- Training on the building automation system
- Alarm routing and setup
- Software maintenance and upgrades

Remote Operational Reviews – 2 / Year

- Run system performance reports to identify deficient items on the building automation system
- Utilize pre-set system operating parameters to generate pass/fail conditions for all automated system components
- Identify items in alarm, overridden, or scheduling exceptions

Advanced

ALARM MONITORING

Gardiner will remotely monitor preset building temperature control system alarms. The system will be evaluated to determine the critical alarms. When the Intelligent Services technician receives the alarm notification they will respond by notifying the pre-established response designee within one hour and will perform remote diagnostics on the alarm received. Upon authorization, a service technician can be dispatched to meet the client representative on-site to resolve the issue. This helps minimize downtime while maximizing efficiency of truck rolls. This service is available from 8am – 5pm or after hours.

Enterprise

BUILDING ANALYTICS

Dynamic Commissioning™ & Utility Bill Analysis - *(Annual Roll-Up)*

Gardiner will install a data pump to gather and trend building data to analyze systems performance and to identify anomalies. Gardiner Energy Engineers will analyze and interpret data into recommended action items to improve your facility operation, comfort, and energy efficiency.

The Gardiner Energy Engineer will also review utility bills using EnergyPrint ™ and/or Metrix™ software. The Energy Engineer will monitor and track building performance, adjusting for weather and other applicable variables. If applicable, the facility's Energy Star rating will also be tracked.

Results and recommendations will be presented in summary reports including:

- Space Comfort Scorecards (if applicable)
- Detailed analysis of systems
- Recommendations for operational, comfort, and energy improvements

System Performance Alerts

- Gardiner will develop custom algorithms based on building specific systems to alert potential issues. Issues will addressed based on mutually agreed upon escalation path.