

LARGE BUILDING HVAC SYSTEM OPTIMIZATION INCENTIVE AGREEMENT

Incentive agreements will only be processed if fully completed and signed. Once completed, return to your electric utility provider. Questions?? Contact Steve Zach (402-563-5472).

To be Completed by Utility:

1. Energy Conservation Measures (ECM) (reference the HVAC System Optimization Study dated _____)

ECM No.	Description	Life of Measure (years)	Estimated Savings (\$)	Estimated Cost (\$)	Original Payback per Study (years)	EnergyWise SM Incentive Amount (\$)	New Payback Including Incentives (years)
1							
2							
3							
4							
5							

To be Completed by Customer:

2. Customer Name: _____ Electric Utility: _____

Customer's Account Number: _____ Tax ID #: _____

Customer's Mailing Address: _____ Phone #: _____

Installation Address & City (if different from above): _____

Customer to implement the following ECMs (e.g., ECM 1, 3, 5): ECM No. _____

Estimated EnergyWiseSM Incentive: \$ _____

Project Start Date: _____ Project Completion Date: _____

3. Name of HVAC System Optimization Service Provider: _____

Mailing Address: _____ Phone #: _____

If ECMs will not be fully implemented within 120 days, contact NPPD representative to hold funds for the project. All ECMs must be completed within one (1) year of date of Utility signature. Seventy percent (70%) of the incentive will be paid after all ECMs are implemented and invoices have been reviewed by the Utility.

To be eligible for the final incentive (up to the remaining 30%), the following must be achieved:

- Training Customer's Facility Staff regarding ECM operation and maintenance
- Customer's receipt of documentation from Service Provider (e.g., O&M manuals, control schedules)
- Customer's satisfaction of occupant comfort (within the capabilities of the HVAC system)
- Case Study showing energy savings as identified in the Study have been achieved.

By signing below, Customer agrees to the Terms & Conditions listed on the back of this application.

Customer: _____
Print Name
Signature
Date

NPPD representative: _____
Print Name
Signature
Date

Utility: _____
Print Name
Signature
Date

TERMS & CONDITIONS

This incentive program applies to commercial buildings greater than or equal to 20,000 square feet (excluding hospitals, grocery stores, and manufacturing/industry). This program completely stands alone and may not be used in conjunction with any other EnergyWiseSM incentive programs.

PROOF OF PURCHASE: Sales receipt(s) or invoice(s) itemizing the new equipment and/or labor provided must be submitted to the Utility after installation is complete. Equipment invoices must indicate the size, type, make, model, purchase date, vendor, and AHRI Certificate of Product Ratings as applicable.

INCENTIVE OFFER: The customer must complete the installation of energy conservation measures and submit all of the documentation identified above within twelve (12) months of the Utility's signature on this Agreement. Incentives will be based on the least of the following three (3) criteria:

- Annual kWh savings x (\$0.01/kWh year-round or \$0.02/kWh summer only) x Life of Measure
- 50% of the ECM cost
- Amount to bring the ECM down to a 2 year payback

Details of this program, including incentive levels, are subject to change without notice. The electric utility reserves the right to limit incentives. Seventy (70%) of the incentive amount will be paid following Utility review of sales receipt(s) or invoice(s).

FINAL INCENTIVE: A final incentive payment (up to the remaining 30%) will be made, with amount to vary depending on the energy savings attained, upon the customer's satisfaction that the following items (as described and defined in the referenced HVAC System Optimization Study) have been completed: 1) Training of Customer's Facility Staff, 2) Customer's receipt of documentation from Service Provider, 3) Customer's satisfaction of occupant comfort (within the capabilities of the HVAC system), and 4) Case Study comparing baseline energy consumption to post-optimization energy consumption (following one year of operation after ECM completion) and showing energy savings achieved. The final incentive payment will be prorated as a percentage of actual energy savings achieved above 70% of the estimates in the Study. For example, if 80% of energy savings are achieved, the final incentive will be 10%. Total incentives paid will not exceed the amount listed on the Incentive Agreement.

ELIGIBLE EQUIPMENT: Equipment must be new, installed, and operational at the customer's existing facility. **New construction and/or additions do not qualify for this program.**

ISSUING INCENTIVES: Equipment must be purchased and installed before an incentive is issued. Falsifying any information may lead to cancellation of this and future incentive applications, a claim by the electric utility for the return of any incentives, and/or referral for prosecution. Please allow 45 days for delivery of incentives.

APPROVAL & VERIFICATION: Utility personnel must perform a visual verification at the conclusion of implementation. Incentives are calculated based on the information contained in the HVAC System Optimization Study as referenced in this agreement. At the conclusion of the installation, measurement and verification shall be performed as described in the Study. The electric utility reserves the right to meter equipment to verify usage and compliance, to verify sales transactions, and to review all HVAC System Optimization ECMs prior to and after installation, for a period of up to three (3) years.

ENERGY BENEFITS: The Utility is entitled to 100% of the energy benefits associated with the implemented Energy Conservation Measures, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated energy, capacity, reserves, and emissions. The Customer agrees to provide the Utility with such further documentation as the Utility may request to confirm the Utility's ownership of such benefits.

TAX LIABILITY: Neither the electric utility nor Nebraska Public Power District are responsible for any tax liability imposed on the customer as a result of the energy efficiency incentive.

ENDORSEMENT: Neither the electric utility nor Nebraska Public Power District endorses any particular manufacturers, products, nor system designs in promoting this program.

DISPOSAL: The customer is responsible for the proper disposal and/or recycling of any waste generated as a result of this project.

CODES AND STANDARDS: The customer agrees that the installation complies with all applicable federal, state, and local codes. All products must be installed per manufacturer's instructions.

DISCLAIMER OF WARRANTIES/GUARANTEES: Neither the electric utility nor Nebraska Public Power District warrant the performance of any equipment either expressly or implicitly. Contact the supplier or contractor for details regarding equipment warranties. The electric utility and Nebraska Public Power District do not guarantee the cost savings or reduction in energy consumption presented.