



SMALL 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 Small Building HVAC Optimization Application dated _____).

ECM No.	Description	Life of Measure (years)	Total Savings (\$)	Project Cost (\$)	Original Payback (years)	EnergyWise SM Incentive Amount (\$)	New Payback Including Incentives (years)
1							
2							
3							

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. Optimization Service Provider: _____

Mailing Address: _____ Phone #: _____

This agreement is only valid for 120 days after Utility signature date. If ECMs will not be fully implemented within 120 days, contact Steve Zach to hold funds for the project. All ECMs must be completed within one (1) year of date of Utility signature. Incentive(s) will be paid after all ECMs are implemented and invoices have been reviewed by the Utility. Development of a case study after one year of operation following ECM completion is highly encouraged, and is at the option of the Customer and Utility.

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

Customer: _____
Print Name
Signature
Date

Utility: _____
Print Name
Signature
Date

TERMS & CONDITIONS

This incentive program applies to commercial buildings less than 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.

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. The utility reserves the right to meter equipment to verify usage and compliance. The utility reserves the right to verify sales transactions and review all HVAC System Optimization projects prior to and after implementation for a period of up to three (3) years. The customer or service provider is highly encouraged to develop a case study after one year of operation following completion of the ECMs, to document post-implementation energy savings.

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.