

HVAC SYSTEM OPTIMIZATION INCENTIVE AGREEMENT

Complete, sign, and return the application to your electric utility provider. Questions?? Contact Steve Zach (402-563-5472). This program does not apply to new construction. See the "HVAC System Optimization Program Guidelines" for more information.

To be Completed by Utility:

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

ECM No.	Description	Life of Measure (years)	Estimated Savings (\$)	Estimated Cost (\$)	Original Payback (years)	EnergyWise SM Incentive Amount (\$)	New Payback Including Incentive (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. Eighty (80) percent of the incentives will be paid after all ECMs are implemented and invoices have been reviewed by the Utility.

A final incentive of twenty (20) percent of the Estimated EnergyWiseSM Incentive shown in section 2 above will be paid if the following has been achieved to Customer's satisfaction:

- 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 on the HVAC System Optimization Application have been achieved during the one year period following ECM implementation.

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 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: This energy efficiency incentive program covers equipment during the program year in which it is purchased and installed. Details of this program, including incentive levels, are included in the program guidelines and are subject to change without notice. The electric utility reserves the right to limit incentives.

INITIAL INCENTIVE: Eighty (80) percent of the EnergyWiseSM incentive amount will be paid following Utility review of sales receipt(s) or invoice(s).

FINAL INCENTIVE: A final incentive of twenty (20) percent will be paid upon the customer's satisfaction that the following items 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) that shows the achievement of 100% or more of the estimated energy savings. 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 energy efficiency 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 incentive, and/or referral for prosecution. Please allow 45 days for delivery of incentives. Submitting an application with incomplete or missing information may delay processing of the incentive.

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.

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. Equivalent products must be pre-approved by the electric utility and Nebraska Public Power District.

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

SAFETY & BUILDING CODES: The customer/contractor agrees that each measure complies with all federal, state, and local safety, building, and environmental codes. All products must be installed per manufacturer's instructions.

DISCLAIMER OF WARRANTIES: 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.

ENERGY BENEFITS: The Utility is entitled to 100% of the energy benefits associated with the implemented Energy Conservation Measure, 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.