

## Custom incentive

# Final application

### Complete the application:

Complete page two. All fields are required unless otherwise noted. Please include all required documentation.

### Once you are done:

Applications must be postmarked within 30 days of installation or by December 31, 2018, whichever comes first. Mail completed application(s) along with required documentation to:

**Nicor Gas energySMART**  
**833 W. Jackson Blvd.**  
**Suite 500**  
**Chicago, IL 60607**  
**customrebates@**  
**nicorgasrebates.com**  
**fax: 312.755.9028**

### Need help?

Call us at 312.344.1569  
(Mon–Fri, 9 a.m. to 5 p.m.)  
or email **customrebates@**  
**nicorgasrebates.com**

As an eligible Nicor Gas customer, I certify that decisions to acquire and install the indicated energy efficiency projects, which will be demonstrated with supporting documentation, were made after June 1, 2011. The energy efficiency measures are for use in my business facility and not for resale. By submitting this application, I understand the following:

- Final project must be installed and operating by December 31, 2018. The final application and all required documentation must be received by energySMART within 30 days of project completion, or by December 31, 2018, whichever comes first. All equipment must be purchased, installed and operating prior to submitting the final application.
- Project documentation, such as copies of dated invoices for the purchase and installation of the measures and/or product specification sheets, is required.
- Installation location or business name on the invoice must be consistent with the application information.
- Project must involve a facility improvement that results in improved energy efficiency. I also understand that all replaced equipment and materials removed must be permanently removed from service and disposed of in accordance with local codes and ordinances. I understand it is my responsibility to be aware of any applicable codes or ordinances. Information about hazardous waste disposal can be found at [epa.gov/hw](http://epa.gov/hw)
- I agree to verification by the utility or its representatives of both sales transactions and equipment installation, which may include allowing the utility or its representatives access to the premises.
- **All project associates will be requested to participate in a standard evaluation process.** I agree that if: (1) I do not install the related product(s) identified in my application, or (2) I remove the related product(s) identified in my application before a period of five years from installation has elapsed or before the end of the product life (whichever is less), then I shall refund a prorated amount of incentive funds based on the actual period of time in which the related product(s) were installed and operating (or the full amount if the product was never installed). This is necessary to ensure that the project's related energy benefits will be achieved. In no case will energySMART pay more than 35 percent of the total cost of the project.
- Nicor Gas or its representatives have the right to ask for additional information at any time.
- energySMART will make the final determination of incentive levels for this project.
- energySMART has a limited budget and applications will be processed on a first-come, first-serve basis until funds are reserved or spent. Incomplete final applications will lose their place in the payment queue.
- energySMART may be modified or terminated without prior notice.
- My company may be recognized as a participant in promotional materials; however, project details will not be released without prior consent. If I choose to opt out of any recognition, I will indicate my choice in a written letter, submitted to the address listed on this application.
- energySMART does not guarantee the energy savings and does not make any warranties associated with the measures eligible for incentives. energySMART neither endorses nor guarantees any claims, promises, work or equipment made, performed, or furnished by any contractors or equipment vendors that sell or install any energy efficiency measures.
- In the event the application received pre-approval and funds were reserved based upon the application, such pre-approval or reservation, including the specific dollar amount of reservation, did not represent a guarantee that such funds will be paid. Payment of incentives based upon the final application, program terms and conditions, results of measurement and verification, and the availability of funds.
- Any customer receiving an energySMART incentive may be contacted by a third-party evaluator to verify service/equipment installation or be asked to complete a participant survey. If contacted, your participation is required in accordance with energySMART terms and conditions.
- I certify that I have not applied for or received any financial incentive for this project from energySMART or any other Nicor Gas customer-funded program.
- I have read and understand the requirements and terms and conditions set forth in this application and agree to abide. Furthermore, I concur that I must meet all eligibility criteria in order to be paid under energySMART.

## ▶ Applicant signature

I have read and agree to the terms and conditions on the following pages. I certify that the information I have provided in this application and attachment(s) is true and correct, and request consideration for participation in energySMART. I certify that I have the authority to submit this application on behalf of the account holder/installation site noted above.

Signature	Print name	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Contact phone number	Contact email address	
<input type="text"/>	<input type="text"/>	
Business name		
<input type="text"/>		

## ▶ Project scope changes

Please detail any changes to the proposed project scope that affected final project cost or energy savings achieved.

Total project cost:

*Please note: Do not include internal labor in project cost. All costs should be calculated prior to applying any incentives. A copy of the final invoice(s) must be submitted with the final application and must match the total project cost.*

## ▶ Incentive payment

Make check payable to:

Payee company/individual name	Payee phone number	
<input type="text"/>	<input type="text"/>	
Company address	Attn.	
<input type="text"/>	<input type="text"/>	
City	State	ZIP code
<input type="text"/>	<input type="text"/>	<input type="text"/>

## ▶ Incentive payment release authorization

I am authorizing the payment of the incentive to the third party named in step 3 and I understand that I will not be receiving the incentive payment for the project covered by this application. I also understand that my release of the payment to a third party does not exempt me from energySMART requirements outlined in this final application and terms and conditions.

Customer name (please print)	Installing contractor contact name
<input type="text"/>	<input type="text"/>
Customer signature	Date
<input type="text"/>	<input type="text"/>

Complete this section ONLY if the incentive payment is to be paid to an entity other than the Nicor Gas customer.



# energySMART rebate terms and conditions

## Program effective dates

energySMART ("Program") energy efficiency incentives are offered until approved funds are exhausted or through December 31, 2018, whichever comes first. The effective dates of the Program and application submittal requirements are as follows:

- Decisions to acquire and install energy efficiency measures must be made after June 1, 2011 in order to be eligible. Any energy-efficient equipment or services purchased or installed, contracted for, or work conducted prior to June 1, 2011, are not eligible for an incentive.
- All 2018–2021 Program projects must be completely installed and operating by December 31, 2021, and final documentation must be received by the Program no later than December 31, 2021, or within 30 days of installation completion, whichever comes first.

## Program and project eligibility

- Program incentives are available under the Program to active non-residential customers on all rate classes. Public (tax payer-funded) entities are not eligible for this private offering. The energy savings from installed measures must occur on a meter with an eligible rate schedule.
- Custom projects must involve improvements to existing systems or processes that result in a permanent reduction in natural gas energy usage. Projects must result in a minimum of 2,500 therms saved per year. Projects that result in reduced energy consumption without an improvement in system efficiency are not eligible for a custom incentive (i.e.: equipment removal or behavioral). However, projects that involve an automated control technology, such as energy management system programming, may be eligible for an incentive. Any measures installed at a facility must provide 100 percent of the energy benefits as stated in the application for a minimum period of five years or for the life of the product. If the customer ceases to be a delivery service customer of Nicor Gas or removes the equipment or systems at any time during the five year period, or the life of the product, the customer may be required to return a prorated amount of incentive funds to Nicor Gas.
- All projects must obtain Program approval prior to advancing the project. Any action taken prior to receiving written notification of Program Pre-approval that alters the existing system operations or baseline conditions will void incentive eligibility.
- Projects that are NOT eligible for an incentive include the following:
  - Projects that involve peak-shifting (and not therm savings)
  - Renewable energy projects
  - Any project or equipment eligible for rebates or incentives under other energySMART program offerings

## Incentive payment limits

- Payments made to contractors, business customers or landlords may be taxable under federal and state tax codes. If payments total more than \$600 per calendar year, they will be reported to the Internal Revenue Service. Nicor Gas is not responsible for providing advice regarding any taxes that may be imposed as a result of participation in energySMART. Participants should consult a tax accountant or advisor regarding potential tax liability. Nicor Gas is not responsible for any taxes that may be imposed on your business as a result of these payments.
- Incentive payment amounts are based on the final project gas savings approved by the Program review process, and according to the appropriate incentive rate (noted below). The total incentive paid cannot exceed 35 percent of the total project cost or \$350,000 per project, whichever is less. Contractor labor costs can be considered in project cost, but internal customer labor costs cannot.
- Program year incentive limits per facility for custom incentives are shown below. A facility is defined as contiguous property for which a single customer is responsible for paying the Nicor Gas natural gas bill. Customers may receive up to \$350,000 per year (January 1 through December 31, annually), per facility, as shown below:
  - Custom = Business uses more than 60,000 therms of natural gas annually
    - 2,500 – 15,000 therms saved/year = \$0.60/therm saved
    - >15,000 therms saved/year = \$0.80/therm saved
  - Multi-family = The building has permanent or semi-permanent residential tenants AND is an apartment/condominium, college/university dormitory, assisted living facility or retirement community consisting of five units or more
    - 2,500 – 7,500 therms saved/year = \$0.60/therm saved
    - > 7,500 therms saved/year = \$0.80/therm saved
  - Small businesses = Business uses less than 60,000 therms of natural gas annually, is independently owned and operated, and has less than 10 locations.
    - > 2,500 therms saved/year = \$1.00/therm saved
  - Minimum project payback: 1 year before incentive
- Please note: For replacement measures, the incremental measure cost is defined as the cost to purchase and install the energy-efficient equipment minus the cost to purchase and install similar equipment that would meet federal and local energy standards (but not qualify for an incentive under this Program). For retrofit measures, the incremental measure cost is simply the cost to purchase and install the qualifying measures.

## Pre-approval application

- Pre-approval of the project is required for incentive eligibility and must be obtained by the applicant within the Program period (January 1, 2018 through December 31, 2021). Any action taken prior to receiving written notification of Program pre-approval will void project incentive eligibility. The Program reserves the right to request additional supporting documentation if necessary to ensure measure eligibility and verify existing system performance and baseline conditions. Pre-approval applications must be complete before Program review and project evaluation will occur, and are reviewed in the order in which complete applications

are received.

- Customer-provided documentation included with the application forms the basis for estimating potential gas savings, measure eligibility and estimated incentives. Incentive funds are reserved when the Program determines that a project meets the Program eligibility requirements. Applicants will be notified of approval status, at which time the project can begin. The applicant will be informed of any deficiencies resulting in project ineligibility, and will be given the opportunity to correct deficiencies if appropriate. Submission of a pre-approval application grants energySMART access to the customer's Nicor Gas account information.
- Program pre-approval of a project does not guarantee Program acceptance of the final project installation or incentive values included in the pre-approval application.

## Final application

- The final application must be submitted within 30 days of project completion and is the applicant's method of notifying the Program of project completion. Final applications and all required supporting documentation should be received by December 31, 2021 to be applicable for the 2018–2021 Program cycle.
- Examples of required documentation include, but are not limited to: dated invoices/receipts for the purchase and installation of equipment; product specification sheets, proof that the equipment is operating; manufacturer specifications and warranty information. The location or business name on the invoice must match the application information. The project invoice should provide sufficient detail to separate the project cost from the cost of other services such as repairs and building code compliance. All questions regarding final application documentation requirements should be directed to the Program implementer contact. The Program reserves the right to request additional supporting documentation as deemed necessary, both prior to final project approval and after installation is completed, to ensure measure eligibility and verify that the expected energy savings will occur. Supporting documentation may include production data needed to calculate energy savings. All customer information will be held in confidence.

## Inspections

- The Program requires inspection of all projects to verify compliance with the Program rules and the accuracy of project documentation. This will include, but will not be limited to, pre-installation inspections prior to granting project pre-approval status, as well as post-installation inspections prior to final determination and payment of incentives. Site inspections may include metering, site or operational data collection, deployment of system monitoring equipment, photographic documentation of equipment, site occupant interviews and utility bill analysis. The customer must allow access to project documents and the facility where the measures were installed at all reasonable times and for a period of five years after receipt of incentive.

## Requirements for Program savings

- Any customer receiving a Program incentive may be contacted by a third-party evaluator to verify service/equipment installation or be asked to complete a participant survey. As a part of this process, Program participants and trade allies agree to participate in required on-site verification and survey activities. The annual natural gas savings must be calculated for projects using industry-accepted engineering algorithms or simulation models, with appropriate documentation of sources included in the pre-approval and final applications. The applicant must estimate the annual natural gas usage of both the existing and proposed equipment based on the current operation of the facility. If the existing equipment is at the end of its useful life, the applicant must substitute equipment that would meet the applicable federal and local energy codes when calculating the baseline for determining annual energy savings. The applicant must be able to clearly describe the method used to calculate the savings. The applicant must provide all assumptions used in the calculations and document the source for these assumptions.
- The method and assumptions used by the applicant to calculate the annual savings will be reviewed by the Program, which is solely responsible for the final determination of the annual energy savings to be used in calculating the incentive amount. The Program also reserves the right to require the applicant to conduct specific measurement and verification activities, including monitoring both before and after the retrofit, and to base the incentive payment on the results of these activities.
- The applicant would be responsible for the costs of these activities. However, in certain cases, the Program may provide an additional incentive of up to 10 percent of the final incentive amount to subsidize these costs.

## Disclaimer

- The Program makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to the application, and expressly disclaims any such representation, warranty or liability. Participation in the Program implies that the applicant and/or customer of Nicor Gas agrees to indemnify Nicor Gas, the Program and its affiliates, subcontractors and employees against all loss, damage, expense, fees, costs and liability arising from any measures installed. The Program does not guarantee the energy savings approved through the Program and does not make any warranties associated with the measures eligible for incentives under this Program. The Program does not endorse or guarantee any claims, promises, work or equipment made, performed or furnished by any contractors or equipment vendors that sell or install any energy efficiency measures.