Commercial & Industrial Custom Electric Incentive Program

Form #2: Installation Agreement

NIPSCO is dedicated to helping its customers save energy and money through a portfolio of energy efficiency incentive programs. **This Installation Agreement is the second of three forms** required to participate in the Commercial & Industrial Custom Electric Incentive Program. If you have any questions at any time, please call toll-free at **855-812-9085** or visit **www.NIPSCO.com/SaveEnergy**.

Program Overview

The NIPSCO Commercial & Industrial Custom Electric Incentive Program offers financial incentives to **qualifying Commercial, Industrial, Non-Profit, Government and Institutional Customers** to facilitate the completion of cost-effective, energy efficiency projects involving the installation of new, high-efficiency equipment or systems. NIPSCO has partnered with Franklin Energy Services, LLC who will administer the program. Projects consist of the retrofit or replacement of existing equipment/systems including, but not limited to, lighting, HVAC, compressed, air, refrigeration, food service, motors, data centers and IT systems, and other projects resulting in incremental electric energy savings.

Important Criteria

1. An eligible Customer is any business or non-profit organization served under NIPSCO's electric tariffs **623, 624, 625, 626, 632, 633, 634** and **644.**
2. Do not begin the project until your Request for Approval form has been approved. (See sample of Request for Approval form at right.) Project approval is required before incentive eligibility will be granted.
3. Submitting this Installation Agreement does not guarantee an incentive will be approved.
4. Incentives are based on electric reductions in kWh through qualified efficiency improvements at a rate of $0.09/kWh.
5. Energy reductions must be well documented with auditable calculations.
6. Simple payback without incentive must be one (1) year or greater.
7. The incentive program renews each calendar year. This Installation Agreement is valid from **January 1, 2013 to December 31, 2013**, or until the new program year form becomes available.
8. Complete Terms and Conditions may be found on pages 4-5 of this form.

ELECTRIC • 2013

Commercial & Industrial Custom Electric Incentive Program

Form #1: Request for Approval

NIPSCO is dedicated to helping its customers save energy and money through a portfolio of energy efficiency incentive programs. **This Request for Approval is the first of three forms** required to participate in the Commercial & Industrial Custom Electric Incentive Program. If you have any questions at any time, please call toll-free at **855-812-9085** or visit **www.NIPSCO.com/SaveEnergy**.

Program Overview

The NIPSCO Commercial & Industrial Custom Electric Incentive Program offers financial incentives to **qualifying Commercial, Industrial, Non-Profit, Government and Institutional Customers** to facilitate the completion of cost-effective, energy efficiency projects involving the installation of new, high-efficiency equipment or systems. NIPSCO has partnered with Franklin Energy Services, LLC who will administer the program. Projects consist of the retrofit or replacement of existing equipment/systems including, but not limited to, lighting, HVAC, compressed air, refrigeration, food service, motors, data centers and IT systems, and other projects resulting in incremental electric energy savings.

Important Criteria

1. An eligible Customer is any business or non-profit organization served under NIPSCO's electric tariffs **623, 624, 625, 626, 632, 633, 634** and **644**. (See graphic at right to locate your electric rate tariff on your NIPSCO electric bill.)
2. Do not begin the project until approved. Project approval is required before incentive eligibility will be granted.
3. Submitting this Request for Approval form does not guarantee an incentive will be approved.
4. Incentives are based on electricity reductions in kWh through qualified efficiency improvements at a rate of $0.09/kWh.
5. Energy reductions must be well documented with auditable calculations.
6. Simple payback without incentive must be one (1) year or greater.
7. The incentive program renews each calendar year. This Request for Approval form is valid from **January 1, 2013 to December 31, 2013**, or until the new program year form becomes available.
8. Complete Terms and Conditions may be found on pages 4-5 of this form.

NIPSCO

© NIPSCO 2013 v7_123112 Page 1 of 5

Commercial & Industrial Custom Electric Incentive Program

Form #2: Installation Agreement

FOR OFFICE USE ONLY
Project ID:

CUSTOMER INFORMATION

NIPSCO ACCOUNT NUMBER

ACCOUNT NAME (AS SHOWN ON NIPSCO BILL)

DOING BUSINESS AS (DBA)

BUILDING CONTACT NAME

INSTALLATION SITE ADDRESS

CITY STATE ZIP

EMAIL ADDRESS PHONE NUMBER FAX NUMBER

CONTRACTOR/TRADE ALLY INFORMATION

CONTRACTOR/TRADE ALLY NAME

STREET ADDRESS

CITY STATE ZIP

EMAIL ADDRESS PHONE NUMBER FAX NUMBER

INCENTIVE PAYMENT INFORMATION

(In the event an incentive is paid, incentive will be paid to the NIPSCO Customer.)

LEGAL COMPANY NAME (AS SHOWN ON YOUR INCOME TAX RETURN)

PROJECT CONTACT NAME

STREET ADDRESS

CITY STATE ZIP

Application continues on next page.

© NIPSCO 2013

Commercial & Industrial Custom Electric Incentive Program

Form #2: Installation Agreement

INCENTIVE RATE
$0.09/kWh

PROPOSAL DETAILS

PROJECT DESCRIPTION:	
CONTRACTOR:	ESTIMATED PROJECT COST: $
ESTIMATED ANNUAL ENERGY SAVINGS (kWh):	ESTIMATED ANNUAL ENERGY COST SAVINGS: $
ESTIMATED SIMPLE PAYBACK (YEARS) WITHOUT INCENTIVE:	ESTIMATED INCENTIVE: $

Estimate may change based on actual equipment installed.

CERTIFICATION AND SIGNATURE

I certify that I meet the eligibility requirements of the Commercial & Industrial Custom Electric Incentive Program and that all information provided within this form is correct to the best of my knowledge. The undersigned agrees that the stated energy efficient measure(s) will be installed at the address listed above as part of the Commercial & Industrial Custom Electric Incentive Program. I have read and agree to the Terms and Conditions listed on pages 4-5 of this form. I have submitted the appropriate supporting documentation to reserve the requested funds for a period of 90 days, unless a written request for extension has been approved.

Funds will be reserved for 90 days.

DO YOU ANTICIPATE YOUR PROJECT WILL BE COMPLETE WITHIN 90 DAYS? ☐ YES ☐ NO ESTIMATED COMPLETION DATE: _____

NIPSCO CUSTOMER NAME (PRINT)

NIPSCO CUSTOMER SIGNATURE SIGNATURE DATE

Signing this document does not constitute a legal binding contract between the parties signing or with NIPSCO.

Please submit forms and documents using one of these three methods:

Mail: NIPSCO Incentive Programs Processing Center
8415 Virginia St.
Merrillville, IN 46410

Email: NIPSCOCustom@franklinenergy.com

Fax: 219-750-9558

Questions? Call toll-free at **855-812-9085** or visit **www.NIPSCO.com/SaveEnergy**.

NIPSCO

Terms and Conditions

1) Definitions:
   a. Customer: Any business or non-profit organization served under NIPSCO electric demand tariffs 623, 624, 625, 626, 632, 633, 634 and 644. Customer shall not include individuals, sites or locations served under a NIPSCO residential tariff.
   b. General Project Pool: The total amount of funds available from NIPSCO on an annual basis to be awarded as Incentive Amounts.
   c. Incentive Amount: The dollar figure of the grant to be provided by NIPSCO to the Customer if Customer's Project is approved and the Project is completed in accordance with the terms and conditions of the Program.
   d. Program: The Incentive Amounts provided by NIPSCO to Customers installing qualifying cost-effective energy equipment that reduces electricity usage.
   e. Project: Customer's retrofit or replacement of existing Equipment with high energy efficiency equipment that will reduce the use of electricity as described in Customer's application.
2) Incentive Offer: A qualified Project involves the retrofit or replacement of existing equipment with high-efficiency equipment by a Customer. The Incentive Amount is a one-time payment calculated by multiplying the incentive rate [i.e., $0.09 per kWh] by the first year annual kWh savings. Beginning a Project prior to approval by NIPSCO is at Customer's sole risk. Project approval is required before incentive eligibility will be granted. The proposed Project simple payback without Incentive Amount must be one (1) year or greater. Installation of Projects must be completed by Dec. 31, 2013. Both the original signed Request for Approval and Installation Agreement must be delivered to NIPSCO Commercial & Industrial Custom Electric Incentive Program as indicated on page 3 of this Agreement and approved before the Project begins. Please keep a copy for your records. An approved Request for Approval is not a guarantee of being awarded any Incentive Amount. Project proposals that do not reduce electric use (kWh) will not qualify to be awarded any Incentive Amount.
3) General: This offer is valid for Customers that come with the definition of Customer above and who are in good standing and in compliance with the creditworthiness requirements set forth in NIPSCO's tariff. The Customer must provide the correct taxpayer identification number. Incentive Amounts are reserved on a first-come, first-served basis. Incentive Amounts are reserved for each Project at the time an Installation Agreement is approved and executed. Incentive Amounts are returned to the General Project Pool if the Project is disqualified, or not completed by the completion date, or completion date is not extended by NIPSCO.
4) Proof of Purchase: The Project Completion Form must have complete information and be submitted with the invoice and manufacturer specification sheets. The invoice must include date of purchase or installation, itemized material cost including quantity, size (if applicable), manufacturer and model number, and total Project cost. A Contractor proposal cannot be used as a paid invoice. The Project Completion Form must be submitted no more than 30 days after Project installation to be eligible for the Incentive Amount unless a written extension has been granted.
5) Compliance:
   a. All Projects are expected to comply with federal, state and local codes.
   b. All equipment must be new or retrofitted with new components per the Program specifications (with the exception of studies or surveys). Used or rebuilt equipment is not eligible for Incentive Amounts. Existing equipment must be removed or permanently disconnected.
   c. Equipment must meet approved specification requirements (new, saves energy, meets local state and federal codes) and must be purchased and operating no more than 30 days prior to submitting a Project Completion Form for payment of Incentive Amount.
   d. Only one NIPSCO incentive will be granted for each project.
6) Verifications: NIPSCO Custom Program Staff (Franklin Energy office staff) may conduct a post-installation inspection to verify installations and savings prior to payment of Incentive Amount. NIPSCO reserves the right to verify sales receipts and or installations of equipment and that the equipment installed meets Program requirements before payment of Incentive Amount. Any Customer receiving a payment of Incentive Amount may be contacted by a third-party Evaluation, Measurement & Verification (EM&V) evaluator to verify service/equipment installation or be asked to complete a questionnaire. EM&V may be someone other than Franklin Energy or NIPSCO.
7) Payment: Once final paperwork is submitted (Completion Form) and Project inspection completed (as applicable), payment of Incentive Amounts are made within five (5) business days. Incomplete applications will delay payment. NIPSCO reserves the right to refuse payment and participation if the Customer or Contractor violates Program terms, conditions, rules or specifications. NIPSCO must receive 100 percent of the energy savings for the rated life of the product(s) or for a period of three (3) years from receipt of Incentive Amount, whichever is less. If the Project does not provide the energy savings, if the facility in which the installed Projects are located closes or ceases operation within the three (3) years from receipt of Incentive Program or if the Customer ceases to be a Customer of NIPSCO during the three (3) years, the Customer shall refund a prorated amount of Incentive Amounts based on the time since date of installation.
8) The total Incentive Amounts paid cannot exceed 100 percent of the incremental measure cost and 50 percent of the total Project cost. The definition of incremental measure cost depends on whether the measure being installed is considered to be a replacement or a retrofit. 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 Amounts under this Program. For retrofit measures, the incremental measure cost is simply the cost to purchase and install the qualifying measures. Contractor labor costs can be considered in the Project cost. Internal Customer labor costs cannot be included in the Project cost. Program year Incentive Amount cap per Project is $500,000 per year. Program absolute Incentive Amount cap per Customer is $1,000,000 per year.
9) Projects financially supported by other funding sources will be evaluated on a case-by-case basis for potential partial funding from NIPSCO.
10) NIPSCO may terminate the Agreement at any time for any reason. If the Agreement is terminated, NIPSCO shall not be liable to the Customer for damages or compensation of any kind.
11) Approved Incentive Amounts are valid for six (6) months from the date communicated to the Customer by NIPSCO. NIPSCO retains the right to adjust or rescind the approved Incentive Amount before the end of the six (6) months due to regulatory requirements, measurement, verification and evaluation results, or any business reason in the reasonable exercise of NIPSCO's judgment including, but not limited to, Customer failing to remain a Customer in good standing and/or comply with applicable creditworthy requirements in NIPSCO's tariff.

(Continued on page 5)

© NIPSCO 2013

Terms and Conditions (continued from page 4)

12) If the approved Incentive Amount needs to be adjusted, NIPSCO will notify the Customer of the adjustment as soon as possible. The approved Incentive Amount, prior to the adjustment, will be valid for Projects completed within 60 days of the date that NIPSCO notifies the Customer of the adjusted approved Incentive Amount.
13) Contractors, engineering firms, vendors and other service providers are required to be registered with the Program for administrative purposes.
14) Publicity: NIPSCO reserves the right to name you as a participant in public releases, subject to Customer approval, which shall not be unreasonably withheld.
15) Program Discretion: Incentive Amounts are available on a first-come, first-served basis. The Incentive Amount is subject to change or termination at any time without notice at the discretion of NIPSCO.
16) Logo Use: Customers or Contractors may not use the NIPSCO name or logo in any marketing, advertising or promotional material.
17) Disclaimers:
    a. Customer and/or Contractor hereby agrees to indemnify, hold harmless and release NIPSCO and its affiliates from any and all actions or claims in regard to the installation, operation and disposal of equipment (and related materials) covered herein including liability from incidental or consequential damages. NIPSCO does not endorse any particular Contractor registered with the program, manufacturer, product, labor or system design by offering these Programs.
    b. NIPSCO will not be responsible for any tax liability imposed on the Customer as a result of the payment of Incentive Amounts.
    c. NIPSCO does not expressly or implicitly warrant the performance of installed equipment or Contractor's quality of work (contact your trade ally for detailed warranties).
    d. NIPSCO is not responsible for the proper disposal/recycling of any waste generated as a result of the Project.
    e. NIPSCO is not liable for any damage caused by the installation of the equipment or for any damage caused by the malfunction of the installed equipment.
    f. NIPSCO does not guarantee that energy efficiency equipment purchased and installed or services provided through the Program will result in energy and costs savings.
    g. NIPSCO reserves the right to change or discontinue the Program at any time. The approval of applications is determined by NIPSCO in its sole discretion.
18) Taxes: Incentives are taxable and if greater than $600 will be reported to the IRS unless an exemption exists for the business. NIPSCO will report the incentive as income on IRS Form 1099 unless the corporation or exempt status is checked on the Installation Agreement. Consult a tax advisor concerning the taxability of incentives. NIPSCO is not responsible for any taxes that may be imposed on a business as a result of the Program.

© NIPSCO 2013