Commercial & Industrial New Construction Incentive Program

Form #3: Completion Form

NIPSCO is dedicated to helping its customers save energy and money through a portfolio of energy efficiency incentive programs. **This Completion Form is the third of three forms** required to participate in the Commercial & Industrial New Construction 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 New Construction Incentive Program is a resource for objective, third-party information, technical expertise, and energy efficiency advice for **Commercial, Industrial, Non-Profit, Government, and Institutional Customers with qualifying electric and non-transport-only gas accounts.** NIPSCO has partnered with Franklin Energy Services, LLC who will administer the program. The program helps building owners, developers, and design teams make informed choices to better manage operating costs and improve occupant comfort and satisfaction. Energy efficient property and equipment options that can save money will be identified in the process. New construction services are available for qualifying projects, including construction of a new facility, major renovations, or additions to an existing facility.

Important Criteria

1. An eligible Customer is any non-transport-only business or non-profit organization served under NIPSCO's natural gas tariffs **421**, **425**, and **451** and electric tariffs **620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, and 644**.
2. Make sure your Installation Agreement has been received. (See sample of Installation Agreement at right.) Project approval is required before incentive eligibility will be granted.
3. Submitting this Completion Form does not guarantee an incentive will be approved.
4. Incentives for the New Construction program are paid based on savings compared to ASHRAE 90.1-2007.
   The incentive rate for the New Construction program is $1.10/therm and/or $0.045/kWh estimated saved.
5. Incentive amounts are payable at the completion of construction after the work is verified.
6. This Completion Form is **valid from May 1, 2012 to December 31, 2013**.
7. Complete Terms and Conditions may be found on pages 3 and 4 of this form.

Commercial & Industrial New Construction Incentive Programs

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 Form is the second of three forms** required to participate in the Commercial & Industrial New Construction 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 New Construction Incentive Program is a resource for objective, third-party information, technical expertise, and energy efficiency advice for **Commercial, Industrial, Non-Profit, Government, and Institutional Customers with qualifying electric and non-transport-only gas accounts.** NIPSCO has partnered with Franklin Energy Services, LLC who will administer the program. The program helps building owners, developers, and design teams make informed choices to better manage operating costs and improve occupant comfort and satisfaction. Energy efficient property and equipment options that can save money will be identified in the process. New construction services are available for qualifying projects, including construction of a new facility, major renovations, or additions to an existing facility.

Important Criteria

1. An eligible Customer is any non-transport-only business or non-profit organization served under NIPSCO's natural gas tariffs **421**, **425**, and **451** and electric tariffs **620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641 and 644**.
2. Make sure your Installation Collection Form has been received. (See sample at right.) Project approval is required before incentive eligibility will be granted.
3. Submitting this Installation Agreement Form does not guarantee an incentive will be approved.
4. Incentives for the New Construction program are paid based on savings compared to ASHRAE 90.1-2007.
5. The incentive rate for the New Construction program is $1.10/therm and/or $0.045/kWh estimated saved.
6. Incentive amounts are payable at the completion of construction after the work is verified.
7. This Installation Agreement Form is **valid from May 1, 2012 to December 31, 2012**.
8. Complete Terms and Conditions may be found on pages 4 and 5 of this form.

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Commercial & Industrial New Construction Incentive Program

Form #3: Completion Form

FOR OFFICE USE ONLY
Project ID:

This Completion Form must be received within 30 days of project completion.

CUSTOMER INFORMATION

ACCOUNT NAME (AS SHOWN ON NIPSCO BILL)* NIPSCO ACCOUNT NUMBER

DOING BUSINESS AS (DBA) PROJECT CONTACT NAME

FEDERAL TAX ID OR SSN CONSTRUCTION START DATE / / CONSTRUCTION COMPLETION DATE / /

INSTALLATION SITE ADDRESS

CITY STATE ZIP

EMAIL ADDRESS PHONE NUMBER FAX NUMBER

* If there are multiple meters, provide main meter under the owner's account. If the meter has not been transferred to building owner, provide anticipated transfer date.

MEASURE SUMMARY DESCRIPTIONS

1	
2	
3	
4	

Please attach a second page if you have additional measures.

CERTIFICATION AND SIGNATURE

The undersigned agrees that the stated energy efficient measure(s) was (were) installed at the address listed above as part of the Commercial & Industrial New Construction Incentive Program. I have read and agree to the Terms and Conditions listed on pages 3 and 4 of this form. To the best of my knowledge, the statements made on this form are correct, and I have submitted the appropriate supporting documentation to receive an incentive. I understand that the natural gas program participation is for non-transport-only customers.

NIPSCO CUSTOMER NAME (PRINT)

NIPSCO CUSTOMER SIGNATURE SIGNATURE DATE

Please submit all 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 **855-812-9085** or visit **www.NIPSCO.com/SaveEnergy**.

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Terms and Conditions

1. Definitions:
   a. Applicant: Any business or non-profit organization Customer served under NIPSCO commercial and industrial gas tariffs 421, 425, and 451 that are non-transport-only and/or electric tariffs 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, or 644. For purpose of this Program, Applicant shall not include individuals, sites, or locations served under a NIPSCO residential tariff.
   b. Funds: 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 Applicant if Applicant'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 Applicants undertaking construction of a new facility, a major renovation, or addition to an existing facility to assist in the design and construction that result in a reduction in natural gas usage (therms) and/or electric usage (kWh).
   e. Project: Applicant's construction of a new facility, a major renovation, or addition to an existing facility that will reduce the use of natural gas (therms) and/or electric (kWh) as described in Applicant's application.
   f. Measure: A specific energy efficiency upgrade on a building, system, or a piece of equipment that reduces natural gas (therms) and/or electric (kWh) use due to an improvement in system efficiency and automatic operation without a reduction in level of service.
2. Incentive Offer: Installation of Projects must be completed by Dec. 31, 2013, unless written extension is granted prior to Project completion. Both the original Information Collection Form and the signed Installation Agreement must be delivered to the NIPSCO Incentive Programs Processing Center via mail, fax, or email as described on page 2 of this form and approved before the project begins. Please keep a copy for your records. An Information Collection Form is not a guarantee of Program acceptance for payment of Incentive Amount. Project proposals that do not reduce natural gas use (therms) and/or reduce electric consumption (kWh) will not qualify to be awarded any incentive payments.
3. General: This offer is valid for Applicants that come within the definition of Applicant above and who are in good standing and in compliance with the creditworthiness requirements set forth in NIPSCO's tariff. The Applicant must provide the correct taxpayer identification number on completion notice. 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:
   a. The Project Completion Form must 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 incentives.
   c. Equipment must meet approved specification requirements (new, saves energy, meets local state and federal codes), and the building must not be occupied for more than 30 days prior to submitting Completion Form for incentive payment.
   d. Only one NIPSCO Natural Gas incentive and only one Electric incentive will be granted for each qualifying project.
   e. Projects financially supported by other funding sources will be evaluated on a case-by-case basis for potential partial funding from NIPSCO.
5. Verifications: NIPSCO Commercial & Industrial New Construction Incentive 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 any Incentive Amounts. Any Applicant 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.
6. Payment: Once the Completion Form and applicable Project inspection is completed and approved adjustments are made to savings and incentives, 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 Applicant 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 Amount, or if the Applicant ceases to be a customer of NIPSCO during the three (3) years, the Applicant shall refund a prorated amount of Incentive Amounts based on the time since date of installation.
7. Approved Incentive Amounts are valid for six (6) months from the date communicated to the Applicant by NIPSCO based on approved incentive agreement. 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 Applicant failing to remain a customer in good standing and/or comply with applicable creditworthy requirements in NIPSCO's tariff.
8. If the approved Incentive Amount needs to be adjusted, NIPSCO will notify the Applicant of the adjustment as soon as possible and no later than 60 days post-construction as defined by the dates on the NIPSCO approved completion

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Terms and Conditions, Continued

notice. The approved Incentive Amount, prior to the adjustment, will be valid for Projects completed within 60 days of the date that NIPSCO notifies the Applicant of the adjusted approved Incentive Amount.

9. Architects, engineering firms, vendors, contractors, and other service providers are required to be registered with the Program for administrative purposes.
10. Publicity: NIPSCO reserves the right to name you as a participant in public releases, subject to Applicant approval, which shall not be unreasonably withheld.
11. Program Discretion: Incentives are available on a first-come, first-served basis. This incentive is subject to change or termination without notice at the discretion of NIPSCO.
12. Logo Use: Customers or contractors may not use the NIPSCO name or logo in any marketing, advertising, or promotional material.
13. 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 incentives.
    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 this 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 this program will result in energy and costs savings.
    g. NIPSCO reserves the right to change or discontinue this program at any time. The acceptance of applications is determined solely by NIPSCO.
14. 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 in IRS Form 1099 unless the corporation or exempt status is checked on the New Construction 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.
15. Incentives are only payable to the Customer of record. Incentives cannot be reassigned to any other parties. Incentives for New Construction projects are calculated at $1.10/therm and/or $0.045/kWh saved based on the energy efficient property and/or equipment installed.
16. 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 is the difference between base code efficiency and high-efficiency options. Contractor labor costs can be considered in the Project cost. Internal Applicant labor costs cannot be included in the Project cost. Program year Incentive Amount cap per Project is $20,000 per year for each program (gas and electric). Program absolute Incentive Amount cap per Applicant is $20,000 per year for each program (gas and electric).

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