Commercial & Industrial Non-Transport-Only Custom Natural Gas 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 Non-Transport-Only Custom Natural Gas 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 Non-Transport-Only Custom Natural Gas Incentive Program offers financial incentives to **qualifying, non-transport-only, 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, space heating systems and controls, process and domestic water heating, steam trap repair and replacement, boiler burner controls, heat recovery, and other projects resulting in incremental natural gas energy savings.

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**.
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 natural gas reductions in therms through qualified efficiency improvements at a rate of $.60/therm.
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 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 page 4 of this form.

NATURAL GAS • 2013

Commercial & Industrial Non-Transport-Only Custom Natural Gas Incentive Program

Form #1: Request for Approval

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Program Overview

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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**. (See graphic at right to locate your natural gas rate tariff on your NIPSCO natural gas bill.)
2. Do not begin the project until approved. Project approval is required before incentive eligibility will be granted.
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NIPSCO

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

Please indicate your business type:

☐ Partnership ☐ Corporation ☐ Non-Profit 501 ☐ Other: _____

Application continues on next page.

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Form #2: Installation Agreement

INCENTIVE RATE
$0.60/Therm

PROPOSAL DETAILS

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

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

CERTIFICATION AND SIGNATURE

I certify that I meet the eligibility requirements of the Commercial & Industrial Non-Transport-Only Custom Natural Gas 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 Non-Transport-Only Custom Natural Gas Incentive Program. I have read and agree to the Terms and Conditions listed on page 4 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 applications 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**.

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Terms and Conditions

1. Customer: Any business or non-profit organization served under NIPSCO's non-transport-only natural gas tariffs 421, 425, and 451.
2. Incentive Offer: Project proposals that do not reduce natural gas use (therms) will not qualify to be awarded any incentive payments. Installation of projects must be completed by Dec. 31, 2013. Both the original signed Request for Approval form and Installation Agreement must be delivered to NIPSCO Incentive Programs Processing Center at the address located on page 3 of this application and approved before the project begins. Please keep a copy for your records. An approved Request for Approval form is not a guarantee of program acceptance for incentive payment.
3. General: This offer is valid for NIPSCO Customers served under non-residential tariffs only. The Customer must provide the correct taxpayer identification number. Incentive funds are reserved on a first-come, first-served basis. Funds are reserved for each project at the time an Installation Agreement is signed. Funds are returned to the fund pool if the project is disqualified or is not completed by deadlines.
4. Proof of Purchase: The Completion Form must have complete information and be submitted with the invoice and manufacturer's 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 Completion Form must be submitted no more than 30 days after project installation to be eligible for the program incentives 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 incentives. 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 the Completion Form for incentive payment.
   d. Only one NIPSCO incentive will be granted for each project.
6. Verifications: NIPSCO program staff may conduct a post-installation inspection to verify installations and savings prior to incentive payment. NIPSCO reserves the right to verify sales receipts and or installations of equipment and that the equipment installed meets program requirements before issuing incentives. Any Customer receiving an incentive payment may be contacted by a third-party Evaluation, Measurement & Verification (EM&V) evaluator to verify service/equipment installation or be asked to complete a Customer survey.
7. Payment: Once the Completion Form is submitted and the project inspection completed (as applicable), incentive payments are made within five (5) business days. Incomplete forms will delay payment. NIPSCO reserves the right to refuse payment and participation if the Customer or Contractor violates program rules. 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, 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, 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 dollars based on the time installed.
8. The total incentive 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 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. The program year incentive limits per project is $170,000 per year. The program absolute incentive cap per Customer, for Prescriptive and Custom project incentives combined, is $350,000 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. If the Incentive Agreement is terminated for any reason, 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 the approved incentive amount before the end of the six (6) months due to regulatory requirements, measurement, verification and evaluation results, or any valid reason by NIPSCO's discretion.
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.
15. 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.
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 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 cost savings.
    g. NIPSCO reserves the right to change or discontinue this program at any time. The acceptance of applications is determined solely by NIPSCO.
18. Incentives are only payable to the Customer of record. Incentives cannot be reassigned to any other parties. Incentives for projects are calculated at $0.60/therm reduced.

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