



The Empire District Gas Company

Large Commercial Natural Gas Custom Rebate Program

The Empire District Gas Company Large Commercial Natural Gas Custom Rebate Program provides incentives for natural gas energy efficiency measures that do not qualify for a prescriptive rebate. Eligible customers are existing customers with an active account who are being served under the Empire District Gas Company's Large Volume Firm or Large Volume Transportation rates.

Project pre-approval is required for Custom Rebate Program applications. Do not purchase or install equipment prior to receiving a preapproval from The Empire District Gas Company.

Eligible measures may include:

- Boilers that are not eligible for a prescriptive rebate
- Commercial water heating equipment
- Infrared radiant space heating equipment
- Building envelope improvements
- Ventilation energy recovery equipment
- Industrial process heat recovery

Eligibility for a custom rebate will be determined on a case-by-case basis:

- All measures must be pre-approved before procurement or installation takes place
- Eligible measures must not have a payback based on incremental cost of less than two years or a Societal Benefit/Cost Ratio of less than 1.0.

Rebate is the smallest of:

- A buy-down to a two-year payback,
- \$5.50 per MCF saved during the first year, or
- Annual customer rebate cap.

Measures that do not qualify may include:

- Substituting other energy sources for natural gas (fuel switching),
- Taking equipment out of service without replacement, or
- Used equipment.



The Empire District Gas Company Large Commercial Natural Gas Rebate Program Custom Rebate Application

Eligible Customers are existing customers with an active account who are being served under The Empire District Gas Company's Large Volume Firm and Large Volume Transportation rates.

(Custom Rebate applications must receive pre-approval prior to equipment purchase and installation)

Section 1 – Applicant Information	
Empire District Gas Account Number:	
Company Name:	
Facility Address:	
City, State, Zip Code	
Contact Name:	Title:
Mailing Address:	
City, State, Zip Code	
Telephone:	Email:

Please check if you are a:

Owner
 Tenant
 Other: _____

Section 2 – Contractor Information	
Company Name:	
Contact Name:	Title:
Address:	
City, State, Zip Code	
Telephone:	Email:

My organization is:
 Tax Exempt
 Incorporated
 Other: _____

I am applying for:
 New Construction
 Retrofit
 Energy Audit (Include copy of audit report)

Facility Type:
 Commercial
 Industrial
 Government
 Institutional
 Other: _____

Square Footage: _____ **Project Start Date (mm/dd/yyyy):** _____

Year Built: _____ **Project End Date (mm/dd/yyyy):** _____

The undersigned does hereby certify that: 1. The undersigned, and not The Empire District Gas Company, is solely responsible for the accuracy of the information contained in this application, and 2. All rules and Terms and Conditions of this rebate program have been followed. Further, the undersigned acknowledges that nothing contained in this application shall impose any liability on The Empire District Gas Company for the work performed for this program by the vendor.

Customer Signature: _____

Section 3 – Project Information

Please attach copies of energy audits, equipment information, or any other documents that describe the energy efficiency project. For building envelope projects (windows, doors, upgraded insulation, etc.) please indicate the R-value or thickness and type of materials **before** and **after** the retrofit. Please do not use this form for forced air furnaces, set-back thermostats, space heating boilers less than 10 million BTU per hour output, or other efficiency improvements that are eligible under the Large Commercial Prescriptive Rebate Program.

Description:

Equipment Information	Existing Equipment or Standard Industry Practice	High Efficiency Option
Equipment Type		
Manufacturer		
Model Number		
Age of Equipment		
Efficiency		
Quantity		
Operating Hours		
Project Costs	Cost Breakout (For Standard Industry Practice)	Cost Breakout (For High Efficiency Option)
Equipment		
Materials		
Installation		
Other (Please Explain)		
TOTAL		

Energy Saving Audits

The Empire District Gas Company offers a rebate to commercial and industrial gas customers for an energy audit conducted at the service location. To qualify for the audit rebate, at least one eligible energy efficiency measure identified in the audit must be installed and the audit must be performed prior to the implementation of the eligible energy efficiency measure. The customer is responsible for paying for the cost of the audit directly to the auditor, and a complete copy of the audit must accompany the rebate application. The audit rebate should be applied for and processed at the same time as the rebate application.

The incentive offer will be 50% of the cost of the audit with a maximum which is structured as follows:

- \$275 per building that is less than 25,000 sq. ft.
- \$375 per building that is 25,000 sq. ft. or more

There is a limit of three buildings per customer per year for audit incentives. Audits must be performed by qualified professionals (being a certified auditor, CEM, P.E., or having equivalent experience). Audit reports must cover multiple aspects of energy use including HVAC system controls, HVAC system efficiency and operation, building envelope, and commercial cooking (if applicable).

The energy audit will include an overview of your business' annual energy consumption and a walk through to evaluate the performance of your existing facility. This audit will encourage your business to reduce energy use by 10%. It includes an on-site inspection of your facility to identify specific issues and needs. You will be provided with:

1. A description of the facility, including,
 - o Brief description of what type of activity occurs in the facility.
 - o Square footage.
 - o Year built.
 - o Building envelope and insulation.
 - o HVAC system, domestic hot water, commercial cooking & age.
2. A summary of your business' annual gas consumption by month.
3. Operation and maintenance recommendations.
4. A brief overview of equipment replacement and projected annual energy savings.
5. Identify applicable Empire District Gas Rebates

Section 4: Program Guidelines

- Participant must be a commercial or industrial customer of The Empire District Gas Company served under the Large Volume Firm or Large Volume Transportation rates.
- The program year begins April 1 and ends March 31 of the following year.
- Projects must be preapproved by The Empire District Gas Company before procurement or installation takes place.
- No customer, including those with multiple facilities or buildings, may receive more than \$3,000 in incentives for any program year.
- Subject to regulatory rules and orders, Empire District Gas reserves the right to change any portion of this program or to end this program without notice.
- Where applicable, energy efficiency ratings must comply with those listed in the Air-Conditioning, Heating and Refrigeration Institute (AHRI) Directory.
- All custom projects will be individually reviewed. Rebates are based on a portion of the cost difference between standard and high efficiency products and practices. The amount of the rebate will also depend on the following criteria:
 - o Annual energy use reduction
 - o Annual energy cost savings
- Eligible measures must not have a payback based on incremental cost of less than two years or a Societal Benefit/Cost Ratio of less than 1.0.
- A final, itemized invoice for all materials and labor related to the installation must be submitted upon completion of the project.

Please submit the completed forms and all necessary attachments to:

The Empire District Gas Company
Natural Gas Rebate Program
PO Box 311
Hockessin, DE 19707
Fax: 302-504-3080
Email: energy.efficiency@empiredistrict.com



THE EMPIRE DISTRICT GAS COMPANY COMMERCIAL & INDUSTRIAL REBATE PROGRAM TERMS AND CONDITIONS

1. Incentives

Subject to these Terms and Conditions, The Empire District Gas Company (“Empire”) will pay incentives to eligible Customers (hereinafter “Customers”) for the installation of gas savings measures identified as such in program materials issued by Empire and other site-specific custom measures that are approved by Empire.

2. Customer Eligibility

- a) Empire C&I Rebate Program is available to all gas customers being served under the Large Volume Firm and Large Volume Transportation rates in the Empire service territory.
- b) By participating in this program, customer agrees that Empire obtains and/or retains ownership of all rights to existing and future emissions credits, renewable energy rights to existing and future emissions credits, renewable energy green tags, tradable renewable certificates and/or any and all other environmental benefits associated with the installation of the eligible equipment.

3. Pre-Approval and Pre-Installation Survey

- a) Empire is not bound to pay any incentives unless Empire pre-approves the gas savings measures proposed by the Customer and completes a satisfactory pre-installation survey of the Customer’s facilities, unless Empire has waived such pre-approval / inspection requirement explicitly.
- b) Empire reserves complete discretion to approve or disapprove of any proposed gas savings measures.

4. Post-Installation Verification

Empire is not bound to pay any incentives until it has performed a satisfactory post installation verification of the installation unless Empire has waived such post-installation verification requirement explicitly. If Empire determines that the gas savings measures were not installed in a manner that is consistent with the purpose of achieving energy savings, or if the installation was not consistent with generally accepted good engineering practices, Empire may require changes before making any payments. Empire will not pay incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.

5. Customer Application and Analysis

- a) In addition to completing the application, the Customer may be required by Empire to provide an analysis of the demand and energy reduction potential of the proposed gas savings measures. In some cases, the analysis must be prepared by a Professional Engineer licensed in the state where the Facility is located. Nameplate data may be required.
- b) Empire may independently review the Customer’s application and analysis to determine the energy saving and demand reduction potential. Empire reserves the right to reject or modify any calculations, based on Empire’s own analysis.

6. Incentive Amounts

- a) Before pre-approving any incentive amounts requested by the Customer, Empire reserves the right to adjust and/or negotiate the incentive amount.
- b) Once an incentive amount is pre-approved, Empire will pay no more than the cost to the Customer of purchasing the gas savings measure, or the pre-approved incentive amount, whichever is less.
- c) Empire reserves the right to lower the incentive amount if the quantity and/or cost of energy savings measures actually installed by the Customer differ from the pre-approved amounts. Notwithstanding any other provision of these Terms and Conditions, Empire reserves the right to seek a refund for incentives paid if, at any time, it learns that the agreed to energy savings measures were not actually and properly installed or have subsequently been disconnected.

d) Empire reserves the right to withhold payment or award the incentive in the form of a bill credit for customers in arrears.

7. Cost of Equipment

At any time, upon Empire's request, Customer must provide copies of all invoices (including all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the energy savings measures. The invoices shall include a breakdown of all energy savings measures purchased for installation under this Agreement. In addition Empire may request any other reasonable documentation or verification of the cost to the Customer of purchasing the energy savings measure. Empire reserves the right at any time to require invoices from the customer's contractor to determine the price paid by the contractor (including any discounts or incentives) for the energy savings measures. Empire reserves the right to use the customer's contractor's reasonable costs in order to determine the correct incentive amount.

8. Date of Incentive Payments

Empire expects to pay the Incentive within sixty (60) days after all of the following conditions are met: (1) construction/renovation of Customer's facility is completed; (2) Customer has received an occupancy permit; and (3) Empire has verified installation costs and satisfactory installation of the energy savings measures, all in accordance with the specifications.

9. Installation Service Costs Recognized

Empire will recognize installation costs only to the extent that they are reasonable and actually incurred by the Customer.

10. Monitoring and Evaluation Follow-up Visits

a) Empire reserves the right to make a reasonable number of follow-up visits to customer's Facility during the 24 months following the Actual Completion Date noted on this application. Such visit(s) will be at a time convenient to the Customer, made with at least one week advance notice given to the Customer by Empire.

b) The purpose of the follow-up visit(s) is to provide Empire with an opportunity to review the operation of the energy savings measures for program evaluation purposes. The follow-up visit(s) will have no impact on the incentive paid to the Customer for installing the energy savings measures.

11. Limited Scope of Review

Empire is under no obligation to: (1) make follow-up visits, (2) review the operation of the energy savings measures, or (3) make any suggestions of any kind to the Customer. The scope of review by Empire of the design and installation of the energy savings measures is limited solely to determining whether program conditions have been met. It does not include any kind of safety review.

12. Changes in the Program

Notwithstanding paragraph 24(d), Empire may change the program and the Terms & Conditions at any time without notice. Pre-approved applications, however, will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by Empire.

13. Publicity of Customer Participation

Empire may wish to publicize the Customer's participation in the program, the results, the amount of incentives paid to the Customer, and any other information which reasonably relates to the Customer's participation. The Customer's participation in the program is explicit authorization and release to use Customer in publicity of the program.

14. Installation Schedule Requirements

If the Customer is not engaged in construction of the Facility or installation of energy saving devices by the end of one year from the date Empire signs this Agreement, Empire may cancel this Agreement.

15. Limitation of Liability and Indemnification

Empire's liability under this Agreement will be limited to paying the incentives specified in this Agreement. Empire and any of its affiliates shall not be liable to the Customer for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement or in the program. The Customer shall protect, indemnify, and hold harmless Empire from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or assessed against Empire resulting from, arising out of, or relating to the performance of this Agreement.

16. No Warranties

a) Empire does not endorse, guarantee, or warrant any particular manufacturer or product, and Empire provides no warranties, expressed or implied, for any product or services. The Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc.

b) The Customer acknowledges that neither Empire nor any of its consultants are responsible for assuring that the design, engineering and construction of the Facility or installation of the energy savings measures is proper or complies with any particular laws (including patent laws), codes, or industry standards. Empire does not make any representations of any kind regarding the results to be achieved by the energy savings measures or the adequacy or safety of such measures.

17. Customer Must Pay All Taxes

The benefits conferred upon the Customer through participation in this program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes.

18. Limit of Incentive Payments

Empire reserves the right, for any reason, to stop pre-approving energy savings measures at any time without notice. In particular, Empire is not obligated to pre-approve any application for an incentive that may result in Empire exceeding its program budget.

19. Pre-Approved Letter

After an application is approved by Empire's authorized executive, the Customer will receive written notification of the preapproved incentive amount and the date that the energy savings measures must be fully installed to qualify for incentive payments. Any energy savings measures installed prior to the issuance of Empire's written authorization will be deemed as an unauthorized installation and Empire will have no obligation to pay incentives for those energy savings measures.

20. Application Does Not Entitle Customer to Participate

The program described in this application may be altered, suspended, or canceled by Empire at any time without prior notice. Under such circumstances, the Customer is not entitled to any program benefits in excess of those approved prior to such action by Empire. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after Empire has granted preapproval.

21. Vendor Selection

Empire acknowledges that the Customer may select any vendor or contractor to perform the work contemplated by this Application, even after the Application is submitted for pre-approval by Empire. Notwithstanding the foregoing, the Customer acknowledges that Empire has the right to prohibit specific vendors or contractors from program participation.

22. Removal of Equipment

The customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the energy savings measures and in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment in the service territory of Empire or its affiliates.

23. Review of Specifications, Submittals and Drawings

The Customer may be required to provide Empire with a copy of the specifications for the construction or renovation of the Facility that will be provided to the construction contractors. Such specifications must include the energy savings measures that are the subject matter of the Customer's application to this program. Empire may refuse to pay incentives if the specifications do not adequately provide for installation of the energy savings measures consistent with good engineering and energy-efficient design practices. Customer will, upon request by Empire, provide a copy of the as-built drawings and equipment submittals for the facility. Empire may refuse to pay incentives if the final submittals and drawings do not adequately reflect the installation of the energy savings measures consistent with the original design intent as identified on the Customer application and worksheets. All equipment eligible for a rebate must be new equipment and installed by licensed contractors when required by code and/or law.

24. Miscellaneous

- a) This Agreement is composed of the application and these Terms and Conditions. It is the entire agreement between the parties and supersedes all other communications and representations.
- b) Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.
- c) The Customer acknowledges that the only individuals authorized to bind Empire under this Agreement are designated representatives or an officer of Empire.
- d) If either Empire or the Customer desires to modify this Agreement, the modification must be in writing and signed by an authorized person of the other party in order for the modification to be enforceable against that party. If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.