

## Custom Terms and Conditions

Updated Sep. 4, 2019

**Program rules and details are subject to change without notice.**

### Qualifications for Program

Participant **must be an OPPD business customer with OPPD accounts in good standing.** A building receiving a Custom Rebate may not qualify for prescriptive Rebates or vice versa in the same calendar year. OPPD will exercise its right to limit rebate on any building to ensure that results are not counted twice.

### Rebate Funding Requirements

All rebates will **require pre-approval by OPPD to ensure payment.** OPPD's pre-approval is required before ordering any material or starting any work at the project site, including demolition work.

### General Terms and Conditions

1. This program is subject to change or cancellation without notice.
2. OPPD reserves the right to verify sales transactions and inspect projects prior to and after installation.
3. OPPD reserves the right to install a metering device on existing and new equipment to verify energy savings.
4. Rebates are available on a first come, first served basis.
5. OPPD reserves the right to limit rebates. Refer to "Project Requirements" for established rebate limits.
6. Submitting incomplete or missing information will delay processing of the rebate.
7. The customer/contractor certifies that each energy efficiency measure complies with all federal, state, and local safety, building and environmental codes.
8. OPPD is granted the right to publicize your participation in the program, unless you specifically state otherwise in writing.
9. Falsifying any information may lead to cancellation of this and future rebate applications, a claim by OPPD for the return of any rebate payments, and/or the exercise by OPPD of available legal remedies.
10. OPPD shall own all rights to existing and future emissions credits, efficiency certificates, renewable energy credits, tradable renewable certificates and/or any and all other environmental benefits associated with the implementation of all projects that receive OPPD rebates.

### Energy Policy Act of 2005 – Tax Credits

Consult your tax advisor for any applicable federal tax incentives available for installation of energy efficient equipment.

### Nebraska Energy Office Energy Efficiency Loan Program

Consult the Nebraska Energy Office regarding their 2 ½ % Loan Program as a financing option.

### **Disclaimers**

1. **OPPD does not offer any warranty or guarantee of any kind, expressed or implied, as to the performance of any equipment installed by or on behalf of customer.**

2. **OPPD expressly disclaims all warranties, expressed or implied by law, including but not limited to any warranty of fitness for a particular purpose or warranty of merchantability with respect to equipment installed by or on behalf of customer.**
3. **OPPD does not endorse any manufacture, contractor, or vendor, or any product or system design. Customer is solely responsible for the contracting of and payment for any equipment installed on the customer's premises. There is no contractual relationship, expressed or implied, created between OPPD and any vendor, contractor or other person or entity hired by customer to design, install, maintain or repair customer equipment.**
4. **The customer/contractor is responsible for the proper disposal and/or recycling of any waste generated as a result of this project.**
5. **OPPD shall not have any liability to customer or to any third party for any injury (including death), loss, damage, cost or expense of any kind ("Liabilities") arising from or related to any equipment on customer's premises for which OPPD pays a rebate under this program. Customer shall indemnify, defend and hold harmless OPPD and its directors, officers and employees from any such Liabilities.**
6. **OPPD is not responsible for any tax liability imposed on the customer as a result of rebate funding. Consult your tax advisor for more information.**

**<End of Terms and Conditions>**

## Project Requirements

1. The demand reduction must be deemed by OPPD to be sustainable for no less than five (5) years and not be a demand response strategy.
2. The Energy Study Rebate amount will be up to 50% of the cost of the Energy Study with a not to exceed amount of \$10,000.
3. The Custom Rebate amount will be \$500 per actual kW of peak demand reduction (see "M&V Guidelines") and cannot exceed 50% of the total project cost with a not to exceed amount of \$100,000\* per project.
4. The Energy Study Rebate payment and 30% of the expected kW peak demand rebate will be made upon OPPD review and approval of the following:
  - a. Custom Rebate Application
  - b. Copy of the Energy Study
  - c. Energy Study invoice
  - d. Commitment to move forward with Custom implementation project upon OPPD's pre-approval
5. The Custom Rebate payment will be made, with amount to vary depending on the peak demand reduction attained, and upon OPPD review and approval. If the peak demand reduction attained is less than what has already been paid OPPD may exercise their right to have the overpayment returned.
6. **Eligible Equipment:** Equipment must be new, installed and operational at the customer's existing facility. **New construction and/or additions do not qualify for the program.**
7. The Trade Ally is responsible for producing the final case study documenting kW reduction.
8. The Custom Rebate is paid post project completion and post OPPD billing months of June-September1 and pending OPPD case study approval.
9. **Proof of Purchase:** Sales receipt(s) or invoice(s) itemizing the new equipment and/or labor provided must be submitted to OPPD after installation is completed. Equipment invoices must indicate the size, type, make, model, purchase date, vendor and AHRI Certificate of Product Ratings as applicable.
10. The project must be completed and the required documents (including the case study), submitted by the due date provided on the original application with a maximum of 24 months from the date of preapproval, in order to ensure project rebate funding will be available.
11. A Professional Engineer (PE) will be required for many projects including most optimization projects. For other custom rebates, a Trained Professional in the field of the project will be required. For equipment change outs only, an engineer of record will not be required. If you have questions regarding professional qualifications of the team, please contact us.

<sup>1</sup> For industrial process, lighting and similar projects that generally are steady state throughout the year and NOT affected by seasonal conditions (e.g. unlike thermal conditioning). The average of the peak demand reduction for the four (4) billing months' post project completion may be utilized instead of the billing months of June – September. **This exception will be documented in the OPPD pre-approval for qualifying projects.**

**M&V Guidelines are based on IPMVP other M&V options may be available based on the scope of the project:**

1. OPPD Bill comparing an average peak demand reduction from the months of June, July, August and September post project completion to the baseline. (This follows IPMVP Option C) weather normalization will not be used at this time for kW savings. This approach may not be approved if it is determined the peak demand reduction is not substantial enough to be accurately captured by bill comparisons (example if the peak demand reduction is expected to be less than 3% of normal annual cyclic variation). The average peak demand reduction from the months of June, July, August and September will be calculated as follows: Add the peak on the OPPD bill for the 4 months, which the majority of the days of these months are shown. Take that number and divide it by 4 to establish the baseline. Add the same four billing periods post project completion and divide that number by 4. Then, deduct the post completion average from the baseline to determine the peak demand reduction.

Assume in both "PRE CONSTRUCTION" cases below, nominal historic year-to-year variation approximates 5kW.

EXAMPLE: Passes

Bill Dates - Pre	Peak kW	Bill Dates - Post	Peak kW
Jun 10 - Jul 8	200	Jun 8 - Jul 7	187
Jul 8 - Aug 9	257	Jul 7 - Aug 8	220
Aug 9 - Sep 9	272	Aug 8 - Sep 8	241
Sep 9 - Oct 10	236	Sep 8 - Oct 9	210
<b>Total Peak</b>	<b>965</b>	<b>Total Peak</b>	<b>858</b>
Number of Months	4	Number of Months	4
<b>Ave Peak Pre</b>	<b>241.25</b>	<b>Ave Peak Post</b>	<b>214.5</b>
		Difference	27
		kW reduction in %	11%

EXAMPLE: Fail (percentage savings too low)

Bill Dates - Pre	Peak kW	Bill Dates - Post	Peak kW
Jun 10 - Jul 8	200	Jun 8 - Jul 7	195
Jul 8 - Aug 9	257	Jul 7 - Aug 8	250
Aug 9 - Sep 9	272	Aug 8 - Sep 8	262
Sep 9 - Oct 10	236	Sep 8 - Oct 9	234
<b>Total Peak</b>	<b>965</b>	<b>Total Peak</b>	<b>941</b>
Number of Months	4	Number of Months	4
<b>Ave Peak Pre</b>	<b>241.25</b>	<b>Ave Peak Post</b>	<b>235.25</b>
		Difference	6
		kW reduction in %	2%

NOTE: Round the difference up to a whole number.

2. Sub-meter of entire system associated with the Custom measure(s). For permanent sub-meters, a comparison of the months of June, July, August, and September post project completion to the baseline. For short term sub-meters (including a minimum of 3 weeks of hot weather), peak kW reduction is determined by comparison of kW data trended for baseline and post during the hottest weather conditions. (This follows IPMVP Option B)

3. Sub-meter individual pieces of equipment included in the project and extrapolate those results to be projected to like pieces of equipment if operated with similar load characteristics. (This follows IPMVP Option A). Typically, a short term sub-meter (including a minimum of 3 weeks of hot weather) is used, peak kW reduction is determined by comparison of kW data trended for baseline and post during the hottest weather condition.

If there are events that set atypical peaks either pre or post those events will be required to be removed from analysis following common engineering practices to set accurate baselines and results.

Raw M&V data may be required to be submitted to OPPD for audit purposes.

\*Projects with expected rebate amounts above \$100,000 may be approved by OPPD and will be considered on a case by case basis.

## What to expect after receiving pre-approval

- After the pre-approval, the remaining Custom Rebate funding will be reserved until the estimated case study/savings report submittal date provided on the initial application, (if there is a need for an extension, you must notify OPPD and have that extension approved to ensure funding).
- Once project is complete, the Custom Rebate payment will be made, with amount to vary depending on the peak demand reduction attained, and upon OPPD review and approval of the following (as applicable):
  - a. Trade Ally generated case study/energy savings report comparing baseline energy consumption to post project consumption following approved M&V method for the project, the OPPD billing months of June – September post project completion as determined necessary by the M&V plan and showing energy saving achieved (see “M&V Guidelines”)
  - b. Project implementation invoice
  - c. Customer’s satisfaction of occupant comfort (as applicable and within the capabilities of the HVAC system for HVAC related projects).
  - d. Customers’ receipt of documentation from the Trade Ally
  - e. Training of customer facility staff

**NOTE:** *Final payment will be made on actual savings attained **NOT** on savings projected in the Energy Study.*

- You will be notified via email to remind of the funds reservation expiration; unless OPPD is notified of the need for an extension and grants that extension the funds will no longer be available after the due date provided on the original application. You may re-apply for another project at the same building after the existing funds have no longer been reserved and the application has been removed.