



Custom incentive 2023 final application

Complete page two. All fields are required unless otherwise noted. Please include all required documentation.

Once you are done:

Applications must be postmarked within 30 days of installation or by December 31, 2023, whichever comes first. Mail completed application(s) along with required documentation to:

Nicor Gas Energy Efficiency Program
122 Eisenhower Lane North
Lombard, IL 60148
eeinfo@nicorgas.com

Need help?

Call us at 312.344.1569
(Mon.–Fri., 9 a.m. to 5 p.m.) or
email eeinfo@nicorgas.com

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As an eligible Nicor Gas customer, I certify that decisions to acquire and install the indicated energy efficiency projects, which will be demonstrated with supporting documentation, were made after January 1, 2023. The energy efficiency measures are for use in my business facility and not for resale. By submitting this application, I understand the following:

- Final project must be installed and operating by December 31, 2023. The final application and all required documentation must be received by the Nicor Gas Energy Efficiency Program within 30 days of project completion, or by December 31, 2023, whichever comes first. All equipment must be purchased, installed and operating prior to submitting the final application.
- Project documentation, such as copies of dated invoices for the purchase and installation of the measures and/or product specification sheets, is required.
- Installation location or business name on the invoice must be consistent with the application information.
- Project must involve a facility improvement that results in improved energy efficiency. I also understand that all replaced equipment and materials removed must be permanently removed from service and disposed of in accordance with local codes and ordinances. I understand it is my responsibility to be aware of any applicable codes or ordinances. Information about hazardous waste disposal can be found at [epa.gov/hw](https://www.epa.gov/hw)
- I agree to verification by the utility or its representatives of both sales transactions and equipment installation, which may include allowing the utility or its representatives access to the premises.
- **All project associates will be requested to participate in a standard evaluation process.** I agree that if: (1) I do not install the related product(s) identified in my application, or (2) I remove the related product(s) identified in my application before a period of five years from installation has elapsed or before the end of the product life (whichever is less), then I shall refund a prorated amount of incentive funds based on the actual period of time in which the related product(s) were installed and operating (or the full amount if the product was never installed). This is necessary to ensure that the project's related energy benefits will be achieved. In no case will the Nicor Gas Energy Efficiency Program pay more than 35% of the total cost of the project.
- Nicor Gas or its representatives have the right to ask for additional information at any time.
- The Nicor Gas Energy Efficiency Program will make the final determination of incentive levels for this project.
- The Nicor Gas Energy Efficiency Program has a limited budget and applications will be processed on a first-come, first-serve basis until funds are reserved or spent. Incomplete final applications will lose their place in the payment queue.
- The Nicor Gas Energy Efficiency Program may be modified or terminated without prior notice.
- My company may be recognized as a participant in promotional materials; however, project details will not be released without prior consent. If I choose to opt out of any recognition, I will indicate my choice in a written letter, submitted to the address listed on this application.
- Nicor Gas does not guarantee the energy savings and does not make any warranties associated with the measures eligible for incentives. Nicor Gas neither endorses nor guarantees any claims, promises, work or equipment made, performed, or furnished by any contractors or equipment vendors that sell or install any energy efficiency measures.
- In the event the application received pre-approval and funds were reserved based upon the application, such pre-approval or reservation, including the specific dollar amount of reservation, did not represent a guarantee that such funds will be paid. Payment of incentives based upon the final application, program terms and conditions, results of measurement and verification, and the availability of funds.
- Any customer receiving a Nicor Gas Energy Efficiency Program incentive may be contacted by a third-party evaluator to verify service/equipment installation or be asked to complete a participant survey. If contacted, your participation is required in accordance with Nicor Gas Energy Efficiency Program terms and conditions.
- I certify that I have not applied for or received any financial incentive for this project from the Nicor Gas Energy Efficiency Program or any other Nicor Gas customer-funded program.
- I have read and understand the requirements and terms and conditions set forth in this application and agree to abide. Furthermore, I concur that I must meet all eligibility criteria in order to be paid under the Nicor Gas Energy Efficiency Program.

Complete this section
ONLY if the incentive
payment is to be paid to
an entity other than the
Nicor Gas customer.

► Applicant signature

I have read and agree to the terms and conditions on the following pages. I certify that the information I have provided in this application and attachment(s) is true and correct, and request consideration for participation in the Nicor Gas Energy Efficiency Program. I certify that I have the authority to submit this application on behalf of the account holder/installation site noted above.

Business name

Contact phone number

Contact email address

Applicant name (print)

Signature

Date

► Project scope changes

Please detail any changes to the proposed project scope that affected final project cost or energy savings achieved.

Total project cost:

Please note: Do not include internal labor in project cost. All costs should be calculated prior to applying any incentives. A copy of the final invoice(s) must be submitted with the final application and must match the total project cost.

► Incentive payment

Make check payable to:

Payee company/individual name

Payee phone number

Company address

Attn.

City

State

ZIP code

► Incentive payment release authorization

I am authorizing the payment of the incentive to the third party named above and I understand that I will not be receiving the incentive payment for the project covered by this application. I also understand that my release of the payment to a third party does not exempt me from Nicor Gas Energy Efficiency Program requirements outlined in this final application and terms and conditions.

Customer name (please print)

Installing contractor contact name

Customer signature

Date



Nicor Gas Energy Efficiency Program rebate terms and conditions

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the "Agreement") are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof ("CLEAResult"), and Customer for the purpose of evaluating and installing energy efficient measures ("EEM") funded by Nicor Gas Energy Efficiency Program ("Program"). CLEAResult and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and agreements set forth below, the Parties hereby agree to the following:

Program effective dates

- Program energy efficiency incentives are offered until approved funds are exhausted or through December 31, 2025, whichever comes first. The effective dates of the Program and application submittal requirements are as follows:
- Decisions to acquire and install energy efficiency measures must be made after January 1, 2021 in order to be eligible. Any energy-efficient equipment or services purchased or installed, contracted for, or work conducted prior to January 1, 2021, without a Pre-Approval Notice, are not eligible for an incentive.
- All 2022–2025 Program projects must be completely installed and operating by December 31, 2025, and final documentation must be received by the Program no later than December 31, 2025, or within 30 days of installation completion, whichever comes first.

Program and project eligibility

- Program incentives are available under the Program to active non-residential customers on all rate classes, including customers purchasing natural gas from a third-party broker. The energy savings from installed measures must occur on a meter with an eligible rate schedule.
- Program determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period. Custom projects must involve improvements to existing systems or processes that result in a permanent reduction in natural gas energy usage. Projects must result in a minimum of 2,500 therms saved per year. Projects that result in reduced energy consumption without an improvement in system efficiency are not eligible for a custom incentive (i.e.: equipment removal or behavioral). However, projects that involve an automated control technology, such as energy management system programming, may be eligible for an incentive. Any measures installed at a facility must provide 100 percent of the energy benefits as stated in the application for a minimum period of five years or for the life of the product. If the customer ceases to be a delivery service customer of Nicor Gas or removes the equipment or systems at any time during the five year period, or the life of the product, the customer may be required to return a prorated amount of incentive funds to Nicor Gas.
- All projects must obtain Program approval prior to advancing the project. Any action taken prior to receiving written notification of Program Pre-approval that alters the existing system operations or baseline conditions will void incentive eligibility.
- Projects that are NOT eligible for an incentive include the following:
 - Projects that involve peak-shifting (and not therm savings)
 - Renewable energy projects
 - Any project or equipment eligible for rebates or incentives under any other Nicor Gas Energy Efficiency Program offering

Incentive payment limits

- Payments made to contractors, business customers or landlords may be taxable under federal and state tax codes. If payments total more than \$600 per calendar year, they will be reported to the Internal Revenue Service. Nicor Gas is not responsible for providing advice regarding any taxes that may be imposed as a result of participation in the Nicor Gas Energy Efficiency Program. Participants should consult a tax accountant or advisor regarding potential tax liability. Nicor Gas is not responsible for any taxes that may be imposed on your business as a result of these payments.
- Incentive payment amounts are based on the final project gas savings approved by the Program review process, and according to the appropriate incentive rate (noted below). The total incentive paid cannot exceed 35 percent of the total project cost or
- \$350,000 per project, whichever is less. Contractor labor costs can be considered in project cost, but internal customer labor costs cannot.
- To receive a rebate, you must not have received/will not receive a rebate for the same equipment, product or service from more than one Illinois investor-owned utility or third-party energy efficiency program offering rebates or financing funded with ratepayer funds.
- Funds are limited and applications are processed on a first-come, first-serve basis. Program is subject to change and may end without prior notice
- Program year incentive limits per facility for custom incentives are shown on page 4. A facility is defined as contiguous property for which a single customer is responsible for paying the Nicor Gas natural gas bill. Customers may receive up to \$350,000 per year (January 1 through December 31, annually), per facility.
- Please note: 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.

Confidentiality

- CLEAResult shall keep Customer information confidential. Only Program and the state regulatory body (PUC) shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval.
- Customer agrees not to use the name or identifying characteristics of Program or its contractors for any advertising, sales promotion, or other publicity of any kind.

Pre-approval application

- Pre-approval of the project is required for incentive eligibility and must be obtained by the applicant within the Program period (January 1, 2022 through December 31, 2025). Any action taken prior to receiving written notification of Program pre-approval will void project incentive eligibility. The Program reserves the right to request additional supporting documentation if necessary to ensure measure eligibility and verify existing system performance and baseline conditions. Pre-approval applications must be complete before Program review and project evaluation will occur, and are reviewed in the order in which complete applications are received
- Customer-provided documentation included with the application forms the basis for estimating potential gas savings, measure eligibility and estimated incentive. Incentive funds are reserved when the Program determines that a project meets the Program eligibility requirements. Applicants will be notified of approval status, at which time the project can begin. The applicant will be informed of any deficiencies resulting in project ineligibility, and will be given the opportunity to correct deficiencies if appropriate. Submission of a pre-approval application grants the Nicor Gas Energy Efficiency Program access to the customer's Nicor Gas account information.
- Program pre-approval of a project does not guarantee Program acceptance of the final project installation or incentive values included in the pre-approval application.

Final application

- The final application must be submitted within 30 days of project completion and is the applicant's method of notifying the Program of project completion. Final applications and all required supporting documentation should be received by December 31, 2025 to be applicable for the 2022–2025 Program cycle.
- Examples of required documentation include, but are not limited to: dated invoices/receipts for the purchase and installation of equipment; product specification sheets, proof that the equipment is operating; manufacturer specifications and warranty information. The location or business name on the invoice must match the application information. The project invoice should provide sufficient detail to separate the project cost from the cost of other services such as repairs and building code compliance. All questions regarding final application documentation requirements should be directed to the Program implementer contact. The Program reserves the right to request additional supporting documentation as deemed necessary, both prior to final project approval and after installation is completed, to ensure measure eligibility and verify that the expected energy savings will occur. Supporting documentation may include production data needed to calculate energy savings. All customer information will be held in confidence except to the extent provided to Nicor Gas or the regulatory commission ("PUC") as required to implement the Program.

Inspections

- Customer agrees to support CLEAResult and assign a representative to facilitate services provided under this Agreement. Customer agrees to allow CLEAResult to access its facilities, energy use and cost information for the purposes of implementing this Agreement.
- The customer must allow access to project documents and the facility where the measures were installed at all reasonable times and for a period of five years after receipt of incentive.
- The Program requires inspection of all projects to verify compliance with the Program rules and the accuracy of project documentation. This will include, but will not be limited to, pre-installation inspections prior to granting project pre-approval status, as well as post-installation inspections prior to final determination and payment of incentives. Site inspections may include metering, site or operating data collection, deployment of system monitoring equipment, photographic documentation of equipment, site occupant interviews and utility bill analysis.

Requirements for Program savings

- Any customer receiving a Program incentive may be contacted by a third-party evaluator to verify service/equipment installation or be asked to complete a participant survey. As a part of this process, Program participants and trade allies agree to participate in required on-site verification and survey activities. The annual natural gas savings must be calculated for projects using industry-accepted engineering algorithms or simulation models, with appropriate documentation of sources included in the pre-approval and final applications. The applicant must estimate the annual natural gas usage of both the existing and proposed equipment based on the current operation of the facility. If the existing equipment is at the end of its useful life, the applicant must substitute equipment that would meet the applicable federal and local energy codes when calculating the baseline for determining annual energy savings. The applicant must be able to clearly describe the method used to calculate the savings. The applicant must provide all assumptions used in the calculations and document the source for these assumptions.
- The method and assumptions used by the applicant to calculate the annual savings will be reviewed by the Program, which is solely responsible for the final determination of the annual energy savings to be used in calculating the incentive amount. The Program also reserves the right to require the applicant to conduct specific measurement and verification activities, including monitoring both before and after the retrofit, and to base the incentive payment on the results of these activities.
- The applicant would be responsible for the costs of these activities. However, in certain cases, the Program may provide an additional incentive of up to 10 percent of the final incentive amount to subsidize these costs.



Nicor Gas Energy Efficiency Program rebate terms and conditions

No warranty

CLEAResult, NICOR GAS AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. Neither the PUC, Nicor Gas, nor CLEAResult shall be responsible for costs or corrections of conditions already existing in the facilities inspected which fail to comply with applicable laws and regulations.

Indemnification; Limit on liability

TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO INDEMNIFY THE PUC, NICOR GAS, AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, NICOR GAS, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.

Miscellaneous

This Agreement shall be governed by and construed under the laws of the State of Illinois, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Specifications on access, participation, eligibility, no warranty and indemnification; limit on liability shall survive the term of this Agreement.

