# 2024 Participation Request form



Complete pages one and two, then review the terms and conditions on page three. All fields are required unless otherwise noted.

## Once you're done:

Mail or email your participation request form to:

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

#### Next steps:

Once your participation request form is received, Nicor Gas will provide you with a formal acceptance or decline notice.

Need help? Call us at 877.886.4239 (Monday-Friday, 8 a.m.-5 p.m.) or email eeinfo@nicorgas.com

#### Opportunity assessment

This free American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Level 1-type energy analysis is performed by a Nicor Gas engineer, and it is focused on identifying space and process heating equipment improvements and heat recovery opportunities. These assessments are for business customers that have annual natural gas usage of more than 150,000 therms.

#### Facility assessment

This free ASHRAE Level 2-type comprehensive assessment is performed by a Nicor Gas engineer, and evaluates building energy systems in detail. These assessments are for business customers that have annual natural gas usage of more than 500,000 therms.

#### Public sector assessment

This assessment is conducted for public sector customers with three buildings or more. All federal, state, counties, local municipalities, cities, and other public entities are eligible.

#### Retrocommissioning study

This free retrocommissioning study is performed by a Nicor Gas engineer, and it is designed to identify no- and low-cost opportunities for operational improvements to your facility's existing energy-using systems.

#### Combined Heat & Power (CHP) feasibility study

The CHP feasibility study assesses the economic and technical viability of installing a CHP system at your facility. Qualified customers can receive a CHP feasibility study, conducted by the Energy Resources Center, that evaluates the technical and economic viability of multiple CHP scenarios.

## Account holder information (as it appears on Nicor Gas bill/account)

Business/account holder name

Nicor Gas account number	Nicor Gas rate class	5	1
Site address	City	State	ZIP code
Facility size (sq. ft.)			
<ul> <li>Building type</li> <li>Existing facility New construction</li> </ul>			

# Building type (please select only one building type)

Select the building type that best describes the location where the equipment was installed or services were performed

Multi-family High-rise (5 stories or more) Mid-rise (up to 4 stories) Assisted living	Hotel/motel (common area only) Hotel/motel (common area/guest room) Manufacturing facility Movie theater Office - high-rise (10+ floors)
Airport	Office - mid-rise (5-9 floors)
Assembly (theater, hall, arena)	Office - low-rise (up to 4 floors)
Auto dealership	Public municipal library
Convenience	Religious facility
Correctional facility	Restaurant
Drug store	Retail - department store
Emergency services	Retail - strip mall
Garage	School - college/university
Grocery	School - elementary school
Healthcare clinic	School - high school/junior high
Hospital	Warehouse
Hotel/motel (guest room only)	Other

# Account holder signature

By signing and submitting this form, I certify that I understand and agree to Nicor Gas terms and conditions as listed in this document.

Applicant name (print)	Title
Phone number	Email address
Applicant signature	Date

Building ventilation guide	Abbreviation
<ul> <li>Constant air volume (CAV) ventilation, no economizer</li> <li>Air distribution system does not contain variable frequency drives or variable air volume dampers</li> <li>System does not have the ability to utilize an economizer for free cooling; it may be an older system</li> </ul>	CAV, no econ
<ul> <li>Constant air volume (CAV) ventilation with economizer</li> <li>Air distribution system does not contain variable frequency drives or variable air volume dampers</li> <li>System has the ability to utilize an economizer for free cooling</li> </ul>	CAV, econ
<ul> <li>Variable air volume (VAV) ventilation with economizer</li> <li>Air distribution system contains variable frequency drives or variable air volume dampers</li> <li>System has the ability to utilize an economizer for free cooling</li> </ul>	VAV, econ
<ul> <li>Fan coil unit (FCU) for ventilation</li> <li>Each fan coil unit serves the space where it is installed or multiple spaces</li> <li>System has units that consist of a heating or cooling coil and a fan</li> </ul>	FCU

# **Building type guide**

Detailed description of building ventilation system types for hospitals or high-rise office buildings. Help us understand how your building is ventilated. If you're requesting an assessment or feasibility study in a hospital or high-rise office building, choose the building type on page two that corresponds with that ventilation system type.

#### Have questions? Call us at 877.886.4239

# Nicor Gas Energy Efficiency Program assessment and study 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") under the Program funded by Nicor Gas Company ("Sponsor"). CLEAResult and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties acknowledge and agree that the state regulatory governing body (the "PUC"), Sponsor and Contractor are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. ACCESS AND PARTICIPATION. 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. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.
- **2. ELIGIBILITY.** The Program is available to non-residential Sponsor customers, including customers purchasing natural gas from a thirdparty broker. Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period. Funds are available on a first come, first-serve basis.
- **3. CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only Sponsor and the 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.
- **4. NO WARRANTY.** CLEAResult, Sponsor 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, Sponsor, 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.
- 5. INDEMNIFICATION. Limit on liability. To the extent allowed by law, customer agrees to indemnify the PUC, Sponsor 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, sponsor, clearesult, nor customer shall be liable to each other for any incidental, special, indirect or consequential damages related to this agreement.
- 6. 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. Sections 1 and 3 through 5 shall survive the term of this Agreement.

Customers as outlined in Section 8-104(m) of the Illinois Public Utilities Act are ineligible to participate in Nicor Gas energy efficiency offerings. More specifically, those customers are described as customers that have a North American Industry Classification System code number that is 22111 or any such code number beginning with the digits 31, 32, or 33 and (i) annual usage in the aggregate of 4 million therms or more within the Nicor Gas territory or with aggregate usage of 8 million therms or more in Illinois.