



EMPIRE DISTRICT ELECTRIC COMPANY ARKANSAS CUSTOM COMMERCIAL & INDUSTRIAL REBATE PROGRAM GUIDELINES

Pre-Approval

All Custom Rebate Program applications must be pre-approved before any equipment is purchased or installed.

Eligibility Requirements

1. Incentives are available to electric customers served under any non-residential rate schedule in The Empire District Electric Company ("Empire") Arkansas service territory.
2. Please review all of the pages in this document including Program Guidelines, Instructions for Applying (on rebate forms) and Program Terms and Conditions. Applicants must agree to the Terms and Conditions in order to participate.

Incentives

1. Total incentives of up to \$20,000 per customer are available for the first nine months of the program year. If funds are available during the last three months of the program year, Empire may choose to exceed the \$20,000 incentive limit for projects that are completed and invoices submitted to the program during this period. The customer incentive limit includes any incentives received through the Prescriptive Rebate Program.
2. Multiple rebate applications for different measures may be submitted. Each individual measure will be evaluated on its own merits.
3. Similar measures that are proposed in different facilities or buildings will be evaluated separately.

Step 1 – Complete and Submit Application Form

Complete the EMPIRE DISTRICT ELECTRIC COMPANY ARKANSAS C&I CUSTOM rebate program form and submit to Empire. Call the Empire helpline at 800-639-0077 ext. 6519 if you need any assistance.

Step 2 – Pre-Approval

All rebate applications will be individually reviewed and analyzed by Empire to determine if the proposed energy efficiency measures are eligible for a rebate. This may include calculation of the electrical energy savings and the value of any potential rebates. Empire will send you a pre-approval letter with the rebate amount that is pre-approved. This letter is your verification that the application meets Empire's program requirements, and that installation may proceed. The pre-approval letter will also include additional instructions describing how to secure the rebate after installation is completed.

Empire may request a pre-installation inspection before pre-approval is granted.

Step 3 – Customer Notifies Empire when the Project is Completed or Equipment is Installed

The customer will be required to send copies of material, equipment, and labor invoices to Empire, and notify Empire of project completion.

Step 4 – Post-Inspection

Empire may schedule and perform a post-inspection of the installed equipment.

Step 5 – Payment

Rebate payments will be in the form of a check, bill credit, and/or a combination of the two, and will be determined by the Program Terms and Conditions outlined.



ARKANSAS COMMERCIAL & INDUSTRIAL CUSTOM REBATE APPLICATION ENERGY AUDIT WORKSHEET

ENERGY AUDIT WORKSHEET

Program Description: Energy audits provide customers with a comprehensive analysis of their building energy use and recommendations on ways to reduce energy costs and improve energy efficiency. Audits usually consider all major end-uses including lighting, motors, HVAC, refrigeration and water heating. Empire offers rebates to commercial and industrial customers to cover up to 50% of the cost of an energy audit when at least one Empire rebate-qualified measure is implemented.

Eligibility Requirements: The following eligibility requirements must be met in order to receive an Empire Energy Audit rebate:

- You must have an active, non-residential Empire account at the audited facility.
- The energy audit must be conducted by an Empire certified energy auditor. A list of certified auditors can be found at <http://empirearkansas.programprocessing.com/content/energyaudits>
- You must implement, at a minimum, one Empire rebate-qualified audit recommendation.
- The energy audit rebate request must be submitted in the same application as the equipment rebate request.

Rebate Application Instructions:

- Complete the blank fields below and submit this worksheet as part of your application.
- Submit a copy of the energy audit report (report must show auditor and date of audit)
- Submit a dated invoice for the energy audit.
- Submit the worksheet(s) in this application packet for the recommended equipment for which you are seeking a rebate. *(The energy audit rebate request must be submitted in the same application as the equipment rebate request.)*

ENERGY AUDIT INFORMATION: PLEASE COMPLETE					
Facility Size (sq. ft.)	Date of Audit	Name of Auditor*	Audit Cost (Attach Copy of Invoice)	Date of Measure Installation	Rebate (50% of Audit cost up to \$500)
					\$ _____
<p><small>*The customer must use an Empire certified auditor to be eligible for an Energy Audit rebate. The customer is responsible for selecting, contracting with and paying the auditor. Energy Audit rebates will be paid only to the customer. Empire does not warrant or guarantee the auditor's work product. If your auditor is not on this list, they may call (800) 639-0077 ext. 6519 to be certified and added to the list.</small></p>					



EMPIRE DISTRICT ELECTRIC COMPANY
ARKANSAS
COMMERCIAL & INDUSTRIAL CUSTOM REBATE APPLICATION

Please complete all sections of this application and attach any additional information as needed. Applications that are incomplete may be delayed or rejected. Pre-approval is required for the Custom Rebate Program.

Section 1: Applicant's Information

I am applying for the following: [] NEW CONSTRUCTION [] RETROFIT

Applicant/Company Name: _____ Fed. Tax ID #: _____

[] Developer [] Owner [] Lessee [] Other: _____

Please indicate which of the following apply:

[] Tax-Exempt [] Incorporated [] Other: _____

Contact Information:

[] Mr. [] Mrs. [] Ms. _____ Title: _____

Mailing Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Telephone #: _____ Mobile #: _____ Fax #: _____

Facility Information:

Empire District Electric Account Number(s): _____

Facility (Building) Name: _____

Facility Address: _____

City: _____ State: _____ Zip: _____

Please indicate building or facility type:

[] Commercial [] Industrial [] Institutional [] Governmental [] Other: _____

Which of the following best describes this project:

[] New Building [] Change of Use or Function of Building Space [] Expansion of Existing Building [] Equipment Replacement
[] Renovation [] Other: _____

Contractor Information:

Company Name: _____ Federal Tax ID #: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Email: _____

Telephone #: _____ Mobile #: _____ Fax #: _____

Please submit completed application and accompanying attachments to:

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

EMPIRE DISTRICT ARKANSAS C&I CUSTOM REBATE PROGRAM

Section 2: Project Description

Empire determines the rebate based on estimated electricity savings and the difference in cost between standard practices and equipment, and the cost of high-efficiency practices and equipment. It is very important to describe the project as completely as possible in order to facilitate processing. Applications may be delayed or rejected if information is insufficient or the application is incomplete.

Briefly summarize the project that you are considering for reducing electricity consumption:

Indicate the type(s) of equipment that will be used to reduce electricity consumption. **Be sure to attach any additional required documentation as described below for each equipment category.** Projects may include several different types of efficiency measures. Check all that apply.

IMPORTANT

In all cases, the applicant must provide a cost estimate for the proposed energy efficiency project. Estimates must include a breakdown of equipment, materials and labor.

Applicant should also provide a cost estimate for the project using standard practices and equipment comparison to the high efficiency option(s). If this is not available, Empire may develop an estimate for comparison.

Lighting and/or Lighting Controls

Please attach an inventory that describes the number and type of light fixtures and/or lighting controls that will be installed as well as expected annual electricity savings. For retrofits, inventories should indicate the number and types of fixtures being replaced, and the estimated annual hours of use. For new construction, inventories should indicate the number and types of fixtures that will be installed that exceed standard practice, and the estimated annual hours of use.

Unitary HVAC Equipment (packaged HVAC units, split systems, heat pumps, etc.)

Provide the manufacturer, model number, cooling and heating capacity, and efficiency (SEER, EER, COP, or HPSR as applicable) of each new unit.

Air or Water-Cooled Central Chillers

Provide the manufacturer, model number, cooling and heating capacity, and efficiency (COP, or IPLV as applicable) of each new unit.

High Efficiency Motors and/or Variable Speed Drives

Please attach an inventory that describes the number and type of motors and/or drives that will be installed as well as expected annual electricity savings. For retrofits, inventories should indicate the number and types of motors being replaced, and the estimated annual hours of use. For new construction, inventories should indicate the number and types of motors that will be installed that exceed standard practice, and the estimated annual hours of use.

Commercial Refrigeration Equipment

Provide the manufacturer, model number, cooling and heating capacity, and efficiency (COP, or other efficiency measures as applicable) of each new unit or system. Also provide estimated annual electricity savings.

Commercial or Industrial Energy Recovery Equipment and Economizers

Provide the manufacturer, model number, cooling and heating energy recovery capacity and efficiency. For HVAC energy recovery units, provide an estimate of energy savings using a recognized methodology, such as a bin analysis, for each new unit. For other types of heat recovery, include an estimate of annual energy savings.

High Efficiency Air Compressors

Provide the manufacturer, model number, and efficiency for each new unit, along with an estimate of annual energy savings.

Energy Management and Control Systems

Provide an estimate of the annual energy savings and a description of how the savings will be achieved using controls.

Other (including Industrial Process Equipment not included above)

Describe the measure and estimated annual energy savings.

Please include energy audits, engineering reports and calculations, or any other information to support the application for a rebate.

EMPIRE DISTRICT ARKANSAS C&I CUSTOM REBATE PROGRAM

Section 3: Certification Statement

I certify that all information in this Application, including any attachments, is true and accurate to the best of my knowledge. I have reviewed the eligibility criteria and I understand that I will be required to provide additional information to Empire to verify individual equipment eligibility. I have read and understand the Terms and Conditions set forth in this Application and agree to abide by them. I further certify that I am the Owner/Developer of the subject facility, or an Agent of the Owner/Developer or the legal Lessee, with full authority to obligate the Owner to all terms of this Agreement. I agree to permit Empire to (1) verify the purchase invoices and product installation transactions; and (2) upon request, install and remove load monitoring equipment at the facility. I acknowledge that the rights and obligations in this Agreement shall be binding upon Lessees, Assigns and Future Owners of the facility. I also agree to include the restrictions contained in this Agreement in leases, sales contracts or other similar documents relating to the use and ownership of the facility. I acknowledge that, consistent with its program policies and procedures, Empire may prorate a rebate or incentive (the "Rebate") if I purchase less than full electrical requirements from Empire. I acknowledge that Empire may require me to repay all or a portion of the rebate received if, within five (5) years of receipt of the rebate, I cease purchasing full electric requirements from Empire, or increase my use of electric power from a non-Empire source at the facility.

Applicant's Signature: _____ Date: _____

Or

Agent's Signature (if appropriate): _____ Date: _____

Empire Representative: _____ Date: _____

Please submit completed application and accompanying attachments to:

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



**EMPIRE DISTRICT ELECTRIC COMPANY
ARKANSAS
COMMERCIAL & INDUSTRIAL CUSTOM REBATE PROGRAM
TERMS AND CONDITIONS**

1. Incentives

Subject to these Terms and Conditions, The Empire District Electric Company (“Empire”) will pay incentives to eligible Customers (hereinafter “Customers”) for the installation of electric 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) The Empire Arkansas C&I Custom Rebate Program is available to all electric customers served under any commercial or industrial rate schedules in the Empire Arkansas 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 electric 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 electric 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 electric 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 electric 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 for electric savings measures having incentives based on peak demand.
- 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. Site-Specific Custom Measures

Empire will only approve of those site-specific Custom Measures that Empire believes have cost-effective energy and/or demand reduction potential. In any case, Empire reserves sole discretion to approve or disapprove of any such Measures proposed.

7. 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 electric 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.
- e) Empire reserves the right to withhold incentive payments for any Energy Savings Measure's that do not carry the Underwriter's Laboratory (UL) or, with the written consent of Empire, an equivalent independent testing laboratory. Please consult with Underwriters Laboratory for your product classification into the appropriate UL category of the UL Listing Mark or the UL Classification Mark. In addition, prior to including a technology in the program, Empire reserves the right to require that the customer undertake, at the customer's own expense, further testing of such technology by Underwriters Laboratories (UL) or, with the written consent of Empire, an equivalent independent testing laboratory. The UL classification of Energy Verification Services (EVS) is required. The purpose of the testing is to evaluate the technology's energy performance levels.

8. 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.

9. 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.

10. Installation Service Costs Recognized

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

11. Replacement of Burn-Outs

Customers who install energy-efficient lighting energy savings measures are expected to replace any of the energy-efficient lights that burn out with lights of similar or superior energy savings efficiency at the Customer's expense.

12. 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.

13. 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.

14. Changes in the Program

Notwithstanding paragraph 26(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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Pre-Approved Letter

After an application is approved by Empire's authorized executive, the Customer will receive written notification of the pre-approved 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.

22. 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 pre-approval.

23. 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.

24. 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.

25. 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.

26. 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.