



NEW HAMPSHIRE ELECTRIC COOPERATIVE (NHEC) 2012 FOSSIL FUEL INCENTIVE FOR BUSINESS PROGRAM TERMS AND CONDITIONS

1. Incentives

Subject to these terms and conditions, NHEC will award incentives to eligible NHEC business members for the installation of new boilers, furnaces, insulation or other fossil fuel saving measures as approved by NHEC. Application for incentives must be submitted prior to installation of efficiency measures. Incentives are not awarded retroactively. Efficiency measures must be completed within 120 days of application approval date and/or prior to December 31, 2012.

Program definitions:

Qualified Installer: a sole proprietorship; company; corporation; limited liability company; or other organization authorized to conduct business in the State of NH that is normally commercially engaged in the installation of the proposed systems.

Do it yourself installation: any other type of installation project.

2. Member Eligibility

To the extent that funds are available, the following incentives will apply:

	Member Category	Incentive
I	Business Members that receive application approval and complete installation of efficiency measures within 120 days of approval and/or prior to December 31, 2012	50% of the installed project cost up to \$7,500 (Small Commercial), \$15,000 (Large Commercial).

Funds will be distributed on a first-come, first-served basis. Systems must be installed in NHEC's service territory. NHEC reserves the right to limit each member to one incentive.

3. Completed Application

Receipt by NHEC of the completed application will put the member in the queue for an incentive. A completed application includes a properly filled out NHEC's Fossil Fuel Incentive for Business Program Application form, and a signed cost estimate, proposal, purchase order, or letter of intent from a qualified installer.

4. Pre-Approval

After an application is approved by NHEC, the member will receive written notification of the maximum pre-approved incentive. NHEC reserves sole discretion to approve or disapprove of any system proposed. NHEC reserves sole discretion to determine if an installer is qualified or an installation is qualified as described above.

The following are guidelines for approval:

- a. project will have a payback of 5 years or less
- b. project must be deemed feasible regarding payback, energy savings, practicality, etc. by a qualified installer

Submission of an application does not entitle member to program participation. Participation can only occur after NHEC has signed the Application.

5. Monitoring and Evaluation Follow-up Visits

NHEC reserves the right to make a reasonable number of follow-up visits after the actual project completion date and filing of Project Completion Form. Such visits will be at a time convenient to the member. The purpose of these visits is to provide NHEC with an opportunity to review operation of the system. The scope of the review of the design and installation of the system is limited solely to determining whether program conditions have been met. It does not include any safety review.

6. Schedule for Incentive Payment

NHEC expects all incentives to be paid 30 days after the Monitoring and Evaluation Follow-up visit and project completion. Project completion includes:

- a. submission of all documentation including the Application, Project Completion Form, pictures, signed contract, and a signed proposal, purchase order, or letter of intent
- b. completed installation of the system
- c. Monitoring and Evaluation follow-up visit as deemed necessary by NHEC
- d. NHEC's acceptance of the above, all in accordance with the specification outlined elsewhere in the Terms and Conditions

7. Changes in or Cancellation of the Program

NHEC may change and/or cancel the program requirements, incentives, and/or Terms and Conditions at any time without prior notice to members. In the event of a program change, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of pre-approval.

8. Publicity of Member Participation

NHEC may wish to publicize your participation in the program, the results, the amount of incentives paid to participants, and any other information which reasonably relates to participation in this program without compromising your reasonable expectations of confidentiality.

9. Installation/Completion Schedule Requirements

Incentive funding will be held in queue for a period of four months from the date of application approval to the date of project completion. All projects must be completed prior to December 31, 2012.

10. Limitation of Liability and Indemnification

NHEC's liability under these Terms and Conditions will be limited to paying the incentive amounts specified herein. NHEC and any of its affiliates, consultants, or contractors shall not be liable for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with these Terms and Conditions or in the Program.

The member shall protect, indemnify, and hold harmless NHEC from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs, expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against NHEC arising out of or relating to performance of these Terms and Conditions.

NHEC is not providing design and/or system technical advice and shall not be considered as doing so. Design and/or system technical advice shall be provided by the qualified installer.

11. No Warranties

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

Member acknowledges that neither NHEC nor any of its consultants or affiliates are responsible for assuring that the design, engineering and construction of the system is proper or complies with any particular laws, codes, or industry standards. NHEC makes no representations of any energy performance results to be achieved by the system.

12. No Tax Advice

Members may qualify for a federal tax credit and/or a local property tax exemption. NHEC's actions, comments, or written materials shall in no way be considered tax advice. Members should consult a tax advisor for a federal tax credit qualification determination. Members should consult your city or town officials for determination of a local property tax exemption.

13. Miscellaneous Items

The Parties agree that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Hampshire without regard to its conflicts of laws principles and any legal action will be adjudicated at a New Hampshire State court or New Hampshire administrative body of competent jurisdiction.

The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of its other provisions. Following a determination by a court or an administrative body of competent jurisdiction that any provision of these Terms and Conditions is invalid or unenforceable, the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.

14. Entire Agreement

These Terms and Conditions set forth the entire agreement between the Parties. No other prior or contemporaneous written or oral agreement and no subsequent oral agreements between the Parties will be binding on the Parties.

15. Paragraph Headings and Paragraph Numbering

Paragraph headings, paragraph numbering, and other headings are for information only and are not made a part of these Terms and Conditions.

Updated January 2012