



## 2019 NEW HAMPSHIRE ELECTRIC COOPERATIVE (NHEC) COMMERCIAL WEATHERIZATION PROGRAM

***Applications must be fully completed, submitted and pre-approved for incentives by NHEC before installation of any measures begins. Incentives will not be awarded retroactively for projects that did not receive pre-approval.***

### **PRE-INSTALLATION:**

- Obtain a qualified contractor's proposal outlining the scope of the proposed C&I Weatherization project.
- Print incentive application:
  - Review the C&I Weatherization Program Terms and Conditions
  - Review and fully complete the C&I Weatherization Incentive Program Application.
- Submit the following documents, that constitutes your incentive application, to NHEC's program administrator:
  - Incentive Application
  - A Copy of the Contractor's Proposal
  - Savings Analysis
- NHEC will review the application and notify the member if the project is pre-approved for an incentive.
- At its discretion, NHEC may perform a pre-inspection of the existing facility.
- Please contact Phil LaMoreaux, Program Administrator, if additional information is needed.
  - lamoreauxp@nhec.com
  - 603-536-8856

### **POST INSTALLATION:**

- Contact NHEC when project is complete (Note: to qualify for incentives, the project must be installed and fully operational within 90 days of the pre-approval date).
- Obtain the final invoice including labor and material from the installation contractor.
- Submit the following documents, that constitutes project completion to NHEC's program administrator:
  - C&I Weatherization Incentive Program Completion Form.
  - Copy of the final invoice to NHEC's program administrator.
- If required, NHEC will contact you to schedule a post-inspection of the installation.
- You will be mailed the incentive check within 30 days of the post-inspection (if necessary) or from NHEC receiving the post-installation paperwork.



# 2019 NEW HAMPSHIRE ELECTRIC COOPERATIVE COMMERCIAL WEATHERIZATION INCENTIVE PROGRAM

## TERMS AND CONDITIONS

### 1. Incentives

Subject to these terms and conditions, NHEC will award incentives to eligible NHEC commercial members for the installation of insulation and weatherization measures as approved by NHEC. Application for incentives must be submitted and pre-approved prior to installation of efficiency measures. Incentives are not awarded retroactively. Efficiency measures must be completed within 90 days of pre-approval offer and by December 31, 2019.

### 2. Member Eligibility

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

- Incentives: Weatherization incentives are 35% of the installed project cost
- Incentive limits: Up to \$30,000 per program year
- ***You may qualify for additional incentives if a qualified heat pump is installed at the same account location in 2019 in accordance with NHEC's Heat Pump Incentive Program. The weatherization incentive will be adjusted from 35% to 50% of the installed cost of the measures up to the stated program cap. Contact the program administrator for additional information.***
- Funds will be distributed on a first-come, first-served basis. Systems must be installed in NHEC's service territory. Project maximum incentives are annual calendar year caps. NHEC limits each member to one incentive per program.

### 3. Completed Application

A completed application includes a fully complete and properly filled out NHEC C&I Weatherization Savings Incentive Program Application form and a proposal with energy savings analysis from a qualified installer. Weatherization energy savings analysis requirements are listed on **Table 1**.

### 4. Pre-Approval

NHEC reserves sole discretion to approve or disapprove of any measure proposed. NHEC reserves sole discretion to determine if an installer is qualified, as described below. A pre-inspection by NHEC or its designee may be required as part of the pre-approval process. After an application is approved by NHEC, the member will receive written notification of the maximum pre-approved incentive.

The following are required for approval:

- The project must pass NHEC's cost benefit analysis and have a simple payback of greater than 1 year.
- The project must be installed by a qualified installer as defined below:  
Qualified Installer: Is an individual, 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 and is BPI, HERS certified for weatherization projects or other certification deemed acceptable by NHEC. Members may self-install, but it is strongly recommended that they use the services of a qualified installer.

Submission of an application does not entitle member to program participation. Participation can only occur after NHEC has pre-approved the project and 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 within 30 days after the project completion inspection.

Project completion includes:

1. Submission of all documentation including the Project Completion Form, copy of paid invoice and post installation testing results if applicable
2. Post inspection of project by NHEC program administrator
3. 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 90 days from the date of the pre-approval offer. All approved projects must be completed within 90 days of the pre-approval date and prior to December 31, 2019.

## **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.

NHEC does not guarantee or warrant any energy savings. Factors that are impossible to predict, including but not limited to facility expansion, cutbacks, a change in hours of operation, fuel rate change or structure change, self-generation, weather changes, and/or other unanticipated causes all may impact the Member's future fuel energy use and cause actual savings to vary from estimated savings. Any and all guarantees and/or warranties are between the Member and the installer and/or the manufacturer of installed measures and/or equipment.

#### **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.



## 2019 NEW HAMPSHIRE ELECTRIC COOPERATIVE COMMERCIAL WEATHERIZATION PROGRAM

### APPLICATION

TO BE COMPLETED BY NHEC MEMBER:		
Business Name (as it appears on your bill):	Electric Account Number:	
Address (where equipment was installed):	City, State, Zip Code:	
Mailing Address (if different from above):		
Business Contact Name:	Phone Number:	Email Address:
By signing below you have read, understand, and agree to all the materials including the Terms and Conditions		
Business Contact Signature:	Date:	
TO BE COMPLETED BY CONTRACTOR:		
Installation Contractor:	Address:	City, State, Zip Code:
Contractor Phone Number:	Email Address:	BPI/HERS #
Brief Project Description (full description must be in contractor's attached proposal)		
Projected Energy Savings:	Gallons Saved:	Fuel Being Offset:
Project Cost:	Proposed Project Start Date:	Proposed Project Completion Date:
TO BE COMPLETED BY NHEC:		
NHEC Signature for Pre-Approval	Incentive Offer:	Pre-Approval Expiration Date:



**TABLE 1: Weatherization Information and Energy Savings Analysis Requirements**

**Please Include the Following Criteria in the Contractor’s Savings Analysis**

**1. Summary of existing building conditions**

- Building construction description
  - Approximate age
  - Material (i.e. wood frame, CMU, etc.)
  - Square feet
  - Heating and cooling system description, including
    - Description
    - Age
    - Fuels used
    - Approximate efficiency
- Insulation type, quantity, effective R-value
- Blower door testing results
- Three years of fuel usage history in units and cost

**2. Proposed scope of work for each area**

- Type, Quantity and R-value of insulation to be installed
- Final effective R-value
- Targeted air sealing measures. List location and method used.
- Targeted air infiltration/exfiltration reduction

**3. Modeled Energy Savings Analysis (how were savings calculated)**

- Program used to calculate savings (TREAT, RETScreen, or other approved software)
- Savings estimate in units of fuel (gallons, kWh)
- Cost savings estimate should use either specific members average 3 year cost or average 3 year cost obtained from OEP

*Weatherization incentives are 35% of the installed project cost up to \$15,000 Commercial members. Incentives are calculated and approved by NHEC.*



## 2019 NEW HAMPSHIRE ELECTRIC COOPERATIVE COMMERCIAL WEATHERIZATION PROGRAM

### COMPLETION FORM

TO BE COMPLETED BY MEMBER:		
Member Name:	Member Account Number:	
Mailing Address:		
Project Street Address:		
Contact Person:	Phone Number:	Email Address:
Installation Company Name and Address:		
Installation Company Phone Number:	Email Address:	BPI/HERS # (if applicable):
Has the project been installed as proposed on the application? <input type="checkbox"/> Yes <input type="checkbox"/> No		
By signing below you certify that to the best of your knowledge the measures have been installed as described in the application, in accordance with the Terms and Conditions, and within the current calendar year.		
Member Signature:		Date:
TO BE COMPLETED BY INSTALLER:		
I hereby certify that: The system has been installed in compliance with the applicable requirements of the local codes authority, State of NH codes, and National codes. Installation of the system is complete and the system is operating as designed.		
Installer Signature:		Date:
TO BE COMPLETED BY NHEC:		
NHEC Representative Signature:	Date:	
Final Project Cost: \$	Final Incentive Amount: \$	