



# Customized Business Incentive

## Hawaii Energy

Effective from December 2010 and subject to availability of funding lasts.  
 This Program is available for and funded by the Commercial and Industrial Electric Utility Customers of Hawaii, Lanai, Maui, Molokai and Oahu and is administered under the direction of the Hawaii Public Utilities Commission.

Account Name: \_\_\_\_\_ Project / Building Name: \_\_\_\_\_

**Who:** All commercial electric utility ratepayers on the islands of Hawaii, Lanai, Maui, Molokai, and Oahu are eligible.

**What:** Custom Incentives are awarded for investments in energy efficient equipment and system designs that are not covered by the Prescriptive Incentives.

Rebate Levels (Subject to Change at any time)	Existing Facilities	New Construction
First Year Energy Savings	\$0.05 per kWh saved	\$0.06 per kWh saved
On-Peak Utility Demand Reduction (5:00 p.m. to 9:00 p.m. weekdays)	\$125 per kW reduced	\$125 per kW reduced

Projects that save electrical energy may be eligible to receive Custom Incentives Rebates, except those involving:

- Routine maintenance procedures
- Power generation
- Fuel switching
- Black Box Technologies

**Where:** The incentive funding comes from a 1% Public Benefits Fee that is collected on your electric utility bill. The State of Hawaii Energy Program is administered by the Hawaii Public Utilities Commission.

**When:** Valid from December 2010 through June 31, 2011 while program funding lasts. The Hawaii Energy Program will continue past June 31, 2011; however, incentives may be added, discontinued, or revised.

**Why:** The goal is to encourage businesses to go beyond standard replacement equipment and code-minimum designs by providing a Financial Incentive to help offset the incremental cost of making the decision to achieve higher levels of efficiency.

**How: Before Your Project**

- Complete this Customized Incentive Application and the Worksheet. You will need to provide the necessary supporting information such as layouts, drawings, technical attachments, or vendor literature. **Program approval is required prior to the start of work on a Customized Project.**
- At any time, customers may contact program staff to discuss a project, get assistance in preparing an application, or with any program-related questions.
- Each project will be handled on a case-by-case basis.

**Basis of Savings**

- All assumptions, data and formulas used in the calculations must be clearly documented. Standard engineering principles must be applied, and all references cited. Energy saving calculations should also reflect the interactive effects of other simultaneous technologies to prevent the overstatement of the actual savings.
- Proposed Base and Enhanced Cases must be performed by a qualified person or firm. In some cases, a professional engineer may be required to provide verification of the analysis.
- Other information may be requested for evaluation purposes on a case-by-case basis.

**Must Pass Tests**

The Customized Incentive Worksheet will perform all the must pass financial tests for the projects:

- Total Resource Benefit that is greater than 1 to meet State regulatory requirements.
- Simple Paybacks must be over 1 year otherwise the project supports itself without an incentive.
- New Construction Incentives may not exceed 100% of the incremental cost from the Base Case.
- Existing Facilities Incentives may not exceed 50% of the incremental cost from the Base Case.



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### Application Submission and Review

- Mail/Fax Application & supporting documentation to:

Hawaii Energy  
1132 Bishop St. Ste. 1800  
Honolulu, HI 96813

- Email electronic copy to: [HawaiiEnergy@saic.com](mailto:HawaiiEnergy@saic.com)
- The program will review the completed application and will contact the customer if further information or clarification is required. Upon approval, the customer will receive a written application approval notice.
- Further detailed information may be requested of projects that pass the first screening. An independent engineer may be hired to verify the estimated savings.

### Incentive Payments

- In most cases, the Custom Rebate is a one-time payment. However, some projects are awarded incentives disbursed over a five-year period (40% the first year and 15% each year for the next four years). This is to ensure that the proposed project continues to provide the estimated savings.
- Terms of payment are disclosed at the time your project is accepted.
- Failure to perform up to the initial specifications/projections will result in either a pro-rata reduction of the incentive or forfeiture of the remaining unpaid amount.
- Upon receipt and verification of all required documentation, the incentive check will be issued.



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### TABLE 1 - CUSTOMER AND PROJECT INFORMATION

#### Customer Information

Company Name:	Tax Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Corp. <input type="checkbox"/> Government	Number of Employees: FT: _____ PT: _____	Utility Company: <input type="checkbox"/> HECO <input type="checkbox"/> MECO <input type="checkbox"/> HELCO Account Number (Required) _____ - _____ - _____
Tax ID (SSN/FEIN):			
Mailing Address (check mailed to):	City:	State:	Zip:
Contact Name/Title:			
Email Address:	Telephone:	Fax:	
Physical Installation Address (if different from above):	City:	Zip:	

Owner  Tenant (Please Complete Third-Party Section of Application if payment is not to Utility Account Holder)

How did you hear about the program?

Program Contact  Utility Contact  Trade Ally  Direct Mail  Mass Media  Seminar  Other \_\_\_\_\_

#### Documentation Checklist

Signed Application  Drawings & Layouts  Technical Literature  Customized Worksheet  Other \_\_\_\_\_

#### Proposed Project for Customized Incentive

Type of Facility: \_\_\_\_\_ Square Footage: \_\_\_\_\_ Best Reduction Measurement: \_\_\_\_\_

#### DESCRIPTION OF BASE CASE:

The Base Case is the "Standard Efficiency" replacement alternative and/or the Code-Compliant design. Describe the Base Case design or equipment and provide the make, model, single-line diagrams, performance curves/monitored data. Existing equipment will be accepted for the Base Case analysis only if it is replaced prior to the end of its useful life.

#### DESCRIPTION OF ENHANCED CASE:

The Enhanced Case is the "High-Efficiency" replacement alternative and/or the Above Code-Compliant design. Describe the Enhanced Case design or equipment and provide the make, model, single-line diagrams, performance curves/monitored data.

Certification and Research Data Provided (e.g. ASHRAE, ASME, Equipment Manufacturer, Department of Energy, UL, etc):



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### Authorization for Incentive Payment to Third Party

Please note that payment will be made to Contact at Company listed above unless Third Party payment is authorized.  
 If check is to be paid to a Third Party, please fill this Authorization box completely.

Payable To:		Representative Contact:	Tax Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Corporation <input type="checkbox"/> Government
Mailing Address:			
Phone:	Email Address:	Tax ID (SSN/FEIN):	

### SIGNATURE

I have read, understood, and agree to the Terms and Conditions and the application procedure detailed on this application. I further understand that Hawaii Energy Program will report the incentive payment on IRS Form 1099 unless I have checked the corporation tax status above. I am advised to consult my tax advisor concerning the taxability of the incentive. Hawaii Energy Program is not responsible for any taxes that may be imposed on me or my business as a result of my receipt of this incentive.

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

### FOR PROGRAM USE ONLY

DATE RECEIVED: \_\_\_\_\_ INITIALS: \_\_\_\_\_ PRE-APPROVAL?  YES  NO

APPLICATION NUMBER: \_\_\_\_\_

#### Business Program Terms and Conditions

- 1) **Incentives:**  
 Subject to these Terms & Conditions, the Hawaii Energy Efficiency Program (the Program) will pay incentives for the installation of Energy Efficiency Measures (EEMs) in qualified building projects.
- 2) **Eligibility:**
  - a) "Customers" are electric distribution customers of Hawaii Electric Company (HECO), Maui Electric Company (MECO), or Hawaii Electric Light Company (HELCO). Incentives are awarded only to Eligible Customers or their assigned contractors for equipment that is installed in the HECO, MECO, or HELCO service area at the location identified in this Application, and such Customers are ultimately responsible for compliance with these Terms and Conditions.
  - b) "Qualifying EEMs" are those electricity-saving Energy Efficiency Measures (EEMs) that are identified in the Program applications and associated materials for the various Standard and Custom programs offered by and in effect through the program. Unless explicitly approved before installation by the Program, all installed equipment must be new, meet Program specification requirements, and be fully operable prior to incentive payment.
  - c) Incomplete applications will be returned.
- 3) **Installation Verification and Data Collection:**
  - a) The Program may conduct an inspection of the facility to verify pre-installation conditions or confirm installation prior to incentive payment, at any time after receipt of Applications and up to up to 5 years after payment of incentives.
  - b) The Applicant must provide reasonable access to the facility, the EEM, and related documentation and data.
  - c) The Program may install metering devices on equipment for program data collection, measurement and verification purposes.
- 4) **Compliance:**  
 The Customer is responsible to abide by all applicable laws, rules and regulations, and to comply with all federal, state, and local codes.
- 5) **Program Availability:**  
 Incentives are available on a first-come, first-served basis subject to the availability of funds. Program availability, program terms and equipment eligibility may change without notice at the discretion of the program.
- 6) **Publicity:**  
 The Program reserves the right to publicize participation in the program for promotional purposes unless the Customer submits a written request to the Program.
- 7) **Disclaimers:**
  - a) The Program is not responsible for any tax liability imposed on the Customer as a result of the payment of incentives.
  - b) The Program does not expressly or implicitly warrant the performance of installed equipment, the quality of any contractor's work, or that the EEMs will result in any energy or cost savings.
  - c) The Program is not responsible for the proper disposal or recycling of any waste generated as a result of this project.
  - d) The Program does not endorse any particular market provider, manufacturer, product, labor or system design by offering this program.
  - e) The Program does not guarantee that funding will be available for payment of incentives until this application is approved. Submission of the Application does not warrant payment under any circumstances should the application not be approved or funding not be available.
- 8) **Indemnification and Limits of Liability:**
  - a) Customer shall hold harmless the program and the Program's agents, contractors, employees, officers and directors from any and all liability, claims, loss, damage, death or injury including reasonable attorneys' fees and costs, arising out of or relating to the installation, use and maintenance of the equipment, designs, practices or methods involved in this Customer's project.
  - b) In no event shall either the Program, or any other indemnified party be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.
- 9) **Entire Agreement:**  
 The entire agreement between the Customer and the Program is composed of an approved, a fully-executed application, these Terms and Conditions, and, as applicable, pre-installation approval letters, invoices, receipts and any and all such other documentation as required.