



# Prescriptive Commercial & Industrial Incentive Application

## Hawaii Energy

Effective July 1, 2011; subject to availability of funds.

Hawaii Energy is a ratepayer-funded conservation and efficiency program administered by SAIC under contract with the Hawaii Public Utilities Commission serving the islands of Hawaii, Lanai, Maui, Molokai and Oahu.

### THIS SECTION MUST BE FILLED OUT COMPLETELY BEFORE SUBMISSION

Utility Account Holder's Name:		Project/Building Name:		<input type="checkbox"/> HECO <input type="checkbox"/> MECO <input type="checkbox"/> HELCO	
Installation Address:		City:	State:	Zip:	Account Number: _____ - _____ - _____
Account Holder Contact:		Title:	Phone:		Email:
Mailing Address (if different from above):		City:		State:	Zip:
Federal Tax ID of Payee:		Tax Status of Payee:		Application is for:	
<i>(Complete Third Party Payment Section if payment is not to Utility Account Holder)</i>		<input type="checkbox"/> Corporation <input type="checkbox"/> Non-Corporation <input type="checkbox"/> Government		<input type="checkbox"/> Existing Building <input type="checkbox"/> New Construction	
Incentive Check to be paid to this Payee:					
<input type="checkbox"/> Account Holder at Service Address <input type="checkbox"/> Account Holder at Mailing Address <input type="checkbox"/> Trade Ally <input type="checkbox"/> Third Party					
Technology Selection (Check ONE per Application):					
<input type="checkbox"/> Lighting <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Motors <input type="checkbox"/> Window Film <input type="checkbox"/> Booster Pumps					
<input type="checkbox"/> VFD for HVAC <input type="checkbox"/> Energy Study <input type="checkbox"/> Water Cooled Chillers <input type="checkbox"/> Other _____					
Equipment Installed at Service Address is Used for This Type of Operation:					
<input type="checkbox"/> AOA/Condo <input type="checkbox"/> Cold Storage <input type="checkbox"/> Education <input type="checkbox"/> Grocery <input type="checkbox"/> Health <input type="checkbox"/> Hotel/Motel					
<input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Restaurant <input type="checkbox"/> Retail <input type="checkbox"/> Warehouse <input type="checkbox"/> Other _____					
Estimated Project Costs			Anticipated Project Dates		
Materials:	Total (including labor):	Start:	Completion:		

### Authorization for Incentive Payment to Third Party

Payable To:	Contact:	Phone:	Email:
Mailing Address:			

### Trade Ally/Installing Company (If Applicable)

Company:	Contact/Title:	Phone:	Email:
Mailing Address:			

### 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.

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

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

HAWAII ENERGY USE ONLY:	App #:	kW:	kWh:	\$/kWh:
	Approval Amount: \$	1 <sup>st</sup> :	2 <sup>nd</sup> :	3 <sup>rd</sup> :



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### General Information on Hawaii Energy's Commercial and Industrial Incentives

- Applications must be filled out **completely**, legibly and when possible submitted before the installation of the equipment. A completed application must be submitted within **six (6) months** of invoice/sales receipt date to be eligible.
- Program approval is not required prior to the purchase and installation of equipment; however, **prior approval is strongly recommended** to check if funding is still available and that the equipment qualifies for an incentive. **Applications for Energy Studies and Design Assistance require written pre-approval from the Program.** Applications will be processed on a first-come, first-serve basis. Projects that receive program approval before the purchase and installation of equipment will have funds reserved for a limited period of time.
- The Program reserves the right to verify all projects, regardless of incentive level, via on-site inspection or data logging to verify energy savings.

#### Proof of Purchase

Applicant **must provide proof of purchase** of qualifying equipment. Proof includes an itemized invoice and equipment specification sheets. **Invoices must clearly show the manufacturer, model number and quantity of the equipment purchased.** Equipment specification sheets **must have the appropriate energy efficiency ratings** data circled. Incentives will only be paid for the equipment installed and placed into operation.

#### Application Process

- Application may be completed as soon as project funding and/or authorization are secure. Worksheets must be filled out with the best known project scope and may be adjusted after submission by contacting Hawaii Energy. Applicant may purchase and install equipment that meets or exceeds the efficiency requirements on the worksheet. Itemized invoice and equipment specification sheets must be included. *Applications requesting program approval prior to the purchase and installation of equipment will be notified by the Program once review is complete and funds have been reserved.*
- **Email completed application and supporting documents to: HawaiiEnergy@saic.com**
- Applications and supporting documents will be reviewed by Program staff who may conduct an on-site inspection to verify the installation of eligible equipment. Upon receipt and verification of all required documentation, an incentive check will be issued. Allow 6 to 8 weeks for processing.

### Hawaii Energy's Commercial and Industrial Terms and Conditions

- 1) **Incentives:** Subject to these Terms & Conditions, Hawaii Energy (the Program) will pay incentives for the installation of qualified and verified Energy Efficiency Measures (EEMs) that meet eligibility.
- 2) **Eligibility:**
  - a. "Applicant" is a commercial rate schedule account holder of an electric utility on the island of Hawaii, Lanai, Maui, Molokai, or Oahu that contributes into the Public Benefit Fund (PBF) where the electricity-saving Energy Efficiency Measure has been installed. Incentives are awarded only to an eligible Account Holder. The Account Holder can reassign the incentive payment to the Trade Ally or designated Third Party. Applicants are ultimately responsible for the 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/Prescriptive and Custom Incentives. Unless explicitly approved before installation by the Program, all installed equipment must be new, meet Program specification requirements and be fully in operation prior to the incentive being paid.
  - c. Incomplete and/or unsigned applications will be returned unprocessed.
  - d. For completed projects, a completed application, worksheets, invoices and other support documents must be received within six months of the installation date/invoice date to be considered for incentive.
- 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 the application and up to five (5) years after the payment of incentive.
  - b. Applicant must provide reasonable access to the facility, installed equipment, related documentation and data needed to verify the application.
  - c. The Program may install metering devices on EEMs for Program data collection, measurement and verification purposes.
- 4) **Compliance:**

Applicant is responsible to abide by all applicable laws, rules and regulations, and to comply with all federal, state, and local codes. If the EEM specified in this application is not still in full effect for a period of five (5) years, applicant agrees to return the prorated portion of the incentive dollars to Hawaii Energy based on the expected life (as determined by Hawaii Energy) of the measure for which incentives were provided.
- 5) **Program Availability:**

Incentives are available on a first-come, first-serve basis, based upon the received date of a fully completed and signed application of which is subject to the availability of funds without notice. Program availability, program terms and equipment eligibility may change. **Receiving an incentive is not guaranteed.**
- 6) **Publicity:**

The Program reserves the right to publicize participation in the program for promotional purposes unless the Applicant submits a written request to the Program.
- 7) **Disclaimers:**
  - a. The Program is not responsible for any tax liability imposed on the Applicant as a result of the payment of incentives.
  - b. The Program is not responsible for obtaining any missing information, signatures, invoices or going to the installation site or contacting the Applicant to inform Applicant of incomplete or missing documentation.
  - c. The Program does not expressly or implicitly warrant the performance of installed equipment, quality of any contractor's work or that the EEMs will result in any energy or cost savings.
  - d. The Program is not responsible for the proper disposal or recycling of any waste generated as a result of this project.
  - e. The Program does not endorse any particular market provider, trade ally, manufacturer, product, laborer or system design by offering this program.
  - f. **The Program does not guarantee that funding will be available for payment of incentives** until this application has been verified and approved by Hawaii Energy. Submission of the application does not warrant payment under any circumstances should the application not be approved or funding is not available.
  - g. Applications for Energy Studies and Design Assistance require written pre-approval from the Program. Studies are not used to show the competitive advantage of one vendor versus another vendor, or to take inventory of an applicant's equipment. See Energy Studies worksheet for more details.
- 8) **Indemnification and Limits of Liability:**
  - a. Applicant 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: loss of profits, loss of 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 Applicant and the Program is composed of an approved, 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.