



## Innovative Energy Solutions Energy Audit Funding Application

This form is designed to provide Columbia Gas of Ohio with sufficient information to consider your energy audit funding request. **A fully completed application will eliminate unnecessary delays. Submit the application via email to Paul Racher at [pracher@nisource.com](mailto:pracher@nisource.com).**

Customer Name:		Date of Application:	
Address:			
City:	State:	Zip:	County:
Phone:	Fax:	Fed. Tax ID#:	
Contact		Title:	
Email:		Website:	
Columbia Gas of Ohio Account Number:			

**Terms and Conditions:**  
 Customer acknowledges and agrees that its participation in Columbia's Innovative Energy Solutions program is subject to the Terms and Conditions contained in this application. **By executing this application, Customer agrees to such Terms and Conditions.**

<b>Customer's Authorized Officer Signature:</b>	<b>Title:</b>	<b>Date:</b>
<b>Customer's Authorized Officer Name (Printed):</b>	<b>Title (Printed):</b>	

<b>Please list any other energy efficiency projects completed by Customer in the past 5 years.</b>

<b>Provide the complete address for this project (if different than above):</b>					
<b>Project Name:</b>					
<b>Project Address:</b>				<b>City:</b>	
<b>State:</b>		<b>Nine Digit Zip:</b>		<b>Project County:</b>	
Is the Customer implementing the project, or is it using a third party?			Customer	<input checked="" type="checkbox"/>	Third Party
What is the project building's square footage? 100,000 sq. ft.					
Does Customer have site control?				<input checked="" type="checkbox"/>	YES
<input checked="" type="checkbox"/>	Own	<input type="checkbox"/>	Lease/Rent	If lease/rent, how many years are remaining on lease?	
<b>Energy Audit Requirements</b> Refer to the Innovative Energy Solutions Program Requirements for a full list of energy audit requirements. Columbia Gas of Ohio energy audit funding is limited to \$5,000 per project. Audit requirements include acceptable Energy Audit software and a summary of recommended natural gas energy conservation measures with measure costs, projected ccf or mcf savings, projected dollar savings, and savings to investment ratios (SIR) for each recommended measure. Please see "Innovative Energy Solutions Audit ECM Format.xlsx" for the required format of recommended natural gas energy conservation measures in the audit report.					
<b>How quickly does the customer expect to move forward with recommended measures after the audit?</b>					
<b>Customer Type:</b> (check appropriate box)			<input type="checkbox"/>	Commercial	<input type="checkbox"/>
				Industrial	

### ENERGY AUDIT SOURCES OF FUNDS

Break out each source of funds for the energy audit and the amount of funds that will be committed by each source in the table below. Applications with matching funds will receive priority in Columbia's review process.

Sources of Funds		\$ Amount	Attach commitment letters to Appendix B.
<b>Source 1:</b> Columbia Gas of Ohio			
Contact Person: Paul Racher	Phone: 614.460.4630		
<b>Source 2:</b>			
Contact Person:	Phone:		
<b>Source 3:</b>			
Contact Person:	Phone:		
<b>Total Sources:</b>			

## LIST OF EXHIBITS

*The following are considered to be part of the project funding application. Each of the exhibits must be tabbed or labeled and attached to the back of the application.*

Exhibit A:	<u>Project description/discussion/timeline</u> Describe the purpose of and need for the project, how the project is innovative and timeline for project. Describe the type of energy audit, etc.
Exhibit B:	<u>Sources of funds</u> commitment letters.
Exhibit C:	Document the <u>skill and capacity</u> of the Customer and/or the Energy Auditor to successfully complete the proposed project (i.e., staff resumes, annual report, management or administrative plan, etc.). Note: If there is cause for a personnel change, substitution personnel must be shown to have adequate capability; all personnel substitutions require advanced approval in writing by Columbia.
Exhibit D:	Provide documentation demonstrating organization/corporate authorization of the Customer's proposed project. (e.g., Board <u>resolution</u> authorizing the project).
Exhibit E:	Provide a copy of Customer's W-9 form.

**INCOMPLETE APPLICATIONS WILL NOT BE REVIEWED**

**APPLICATIONS ARE ACCEPTED FROM PROGRAM ELIGIBLE COLUMBIA GAS OF OHIO  
CUSTOMERS ONLY**

**EXHIBITS MUST BE LABELED**

**APPLICATIONS MUST BE SENT VIA EMAIL TO PRACHER@NISOURCE.COM**



## INNOVATIVE ENERGY SOLUTIONS PROGRAM TERMS AND CONDITIONS

In consideration of the mutual benefits to be derived and promises made by the Customer and Program Administrator under the Program, they agree to the following:

### 1. Definitions

- (a) "Program Administrator" means Columbia Gas of Ohio.
- (b) "Customer" means a commercial natural gas customer of Columbia Gas of Ohio in Ohio on a qualifying rate code.
- (c) "Rebate" means those payment(s) made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
- (d) "Project Costs" means reasonable fees for qualifying energy audits, research/demonstration projects, experimental technologies, evaluation, measurement and verification projects, or building commissioning/re-commissioning projects.
- (e) "Program" means the Innovative Energy Solutions energy efficiency/demand side management program offered by the Program Administrator to Customers.
- (f) "ECMs" are those qualifying energy conservation measures described in the Program Materials or other custom measures that may be approved, in writing, by the Program Administrator.
- (g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying ECMs, technology requirements, costs and other Program requirements.

### 2. Customer Eligibility

- a) You must be an eligible Customer of the Program Administrator to participate and qualify for funding under this Program, and
- b) Approved ECM purchases and installations and Project Costs incurred between January 1, 2012 and December 31, 2016 are eligible for rebates or funding, and
- c) ECMs must be installed by a properly licensed contractor at the Customer's address listed on the rebate form.
- d) The Customer must send a complete, signed rebate forms or project reimbursement requests along with original dated receipts and any other required information or documentation to the Program Administrator within sixty (60) days from installation date, and
- e) All rebate forms and reimbursement requests in connection with the Program must be received by the Program Administrator by November 30, 2016.

### 3. Installation/Project Verification

The Program Administrator is not obligated to pay any Rebates/Project Costs until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials indicate that such pre-inspection is not required) and post-installation verification of the installation or project. The Program Administrator, or its representatives, reserves the right to perform pre- and post- installation monitoring and inspection of the installed Energy Conservation Measures or Projects for a three-year period following the completion of the installation in order to determine the energy savings. If the Program Administrator determines that any ECMs or Project were not installed/completed in accordance with program requirements, the Program Administrator shall have the right to require modifications before having the obligation to make any Rebate/Project payments. To the extent applicable, the Program Administrator may, at its sole discretion, withhold payment of any Rebate/Project Costs until Program Administration verifies that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and the Program Administrator has received documentation detailing the installation of the ECMs or completion of the Project in accordance with these Terms and Conditions and the Program Materials. The Customer shall provide access and information to the Program Administrator and reasonably cooperate in good faith with the Program Administrator regarding such activity. The Customer understands that the scope of the review by the Program Administrator does not include any kind of safety, code, or other compliance review or inspection.

### 4. No Warranties or Representations

- (a) TO THE FULLEST EXTENT ALLOWED BY LAW, THE PROGRAM ADMINISTRATOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PROGRAM ADMINISTRATOR MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROJECT, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE PROGRAM ADMINISTRATOR AND THE PROGRAM ADMINISTRATOR MAKES NO

REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY OF THE PROGRAM ADMINISTRATOR'S OTHER DOCUMENTS.

- (b) Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the ECMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings to be achieved by the ECMs or the adequacy or safety of the ECMs.
- (c) Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of its independent expert, not the Program Administrator) for all aspects of the ECMs and related work including, but not limited to: selecting the ECMs; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the ECM is in good working order and condition; ensuring that the ECM is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed and meets Program requirements and applicable laws, regulations and codes.
- (d) Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (e) The provisions of this Section 4 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

### **5. Changes to Innovative Energy Solutions Program**

The Customer understands that the Program is subject to change by the Program Administrator, at its sole discretion, without prior notice to the Customer. The Customer further understands that Rebate and other Project funding offers may increase or decrease at any time.

### **6. Tax Liability**

Participants in the Program may be subject to tax liability for the value of goods and services received through the Program pursuant to state or federal income tax codes. The Program Administrator is not responsible for any tax liability which may be imposed as a result of receipt of the rebates or funding provided by the Program Administrator to the Customer. Customer acknowledges that Program Administrator does not provide tax advice and that Program Administrator has encouraged Customer to consult its tax advisor regarding its participation in the Program.

### **7. Indemnification**

To the fullest extent allowed by law, the Customer shall indemnify, defend and hold harmless Program Administrator, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), arising directly or indirectly out of or in connection with the installation or related services and material or caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any contractor, subcontractor, agent, third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The provisions of this Section 7 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

### **8. Limitation of Liability**

To the fullest extent allowed by law, the Program Administrator's liability shall be limited to paying approved Rebates or other Program costs in accordance with these Terms and Conditions and the Program Materials. The Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall have no liability to the Customer or any other party for any other obligation under the Program. In no event, whether as a result of breach of contract, tort (including negligence and strict liability), or any other theory of recovery shall the Program Administrator be liable in connection with this Agreement or the Program for any or all special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) the Program Administrator was advised or aware that such damages might be incurred. The provisions of this Section 8 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

### **9. Release**

To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of a Rebate(s) or Project Costs), and for any liability or claim associated with the ECMs, the performance of the ECMs, the Program and associated work or items, or these Terms and Conditions. The provisions of this Section 9 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

## 10. Rebate Amounts

The Program Administrator shall provide rebate(s)/project funding for approved ECMs and project costs up to the amount indicated in the Customer's Project Funding Application. All Projects require pre-approval from the Program Administrator for rebate/project funds to be reserved.

## 11. Monitoring and Inspection

The Program Administrator, and its representatives, reserve the right to perform pre- and post- installation monitoring and inspection of the installed ECMs for a three-year period following the completion of the installation in order to determine the energy savings. The Customer shall provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity. The scope of the review by the Program Administrator does not include any kind of safety, code, or other compliance review or inspection. The provisions of this Section 11 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

## 12. Publicity

- (a) The Customer, in consideration of payment received under the Program and other valuable consideration, grants to Program Administrator the right to use and publish Customer's name and accounts of its participation in the Program (including, but not limited to, energy and financial savings achieved, ECMs installed, and pictures related to the foregoing) in all public forums, media and types of advertising, publicity releases and promotion/informational materials related to the Program and Program Administrator may copyright materials containing same. Customer agrees that such advertisements, publications, publicity releases, and other public uses need not be submitted to it for any approval, and Customer further agrees that it is not entitled any compensation (other than that referenced above in Section 10) with respect to any such publications or uses.

## 13. Miscellaneous

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions, in whole or in part, is deemed invalid by any court or administrative body of competent jurisdiction, then these Terms and Conditions shall be construed as reformed to the extent necessary to render such provision valid, and these Terms and Conditions shall remain in effect as reformed. The Customer and Program Administrator agree that all provisions of these Terms and Conditions are severable. Nothing in the Program or these Terms and Conditions shall be deemed to constitute a joint venture, partnership, or agency relationship between the Customer and Program Administrator.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the State of Ohio.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.
- (f) The provisions of Sections 4, 6, 7, 8, 9, 11, 12 and 13, and any additional provision that specifies by its terms that it survives termination, shall survive the termination or expiration of the Customer's participation in the Program.
- (g) Counterpart Execution; Scanned Copy. Any and all agreements and documents requiring signature related to the Program may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.
- (h) Customer's participation in the Program is solely for the benefit of the Customer and Program Administrator and is not intended to confer third-party beneficiary status on any other entity or person.
- (i) These Terms and Conditions shall be binding upon and inure to the benefit of the successors, of the Customer and Program Administrator. No assignment, subcontract or delegation of any right or obligation under the Program or these Terms and Conditions by Customer, in whole or in part, will be made without the prior written consent of the Program Administrator. Such consent may be withheld by Program Administrator at its discretion.