

# Maine Advanced Building Application



Brought to you by Efficiency Maine



Leading the Way to a Brighter Future

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID or SSN: \_\_\_\_\_ Email Address: \_\_\_\_\_

## Project Type

Office       Education       Public  
 Assembly       Retail       Other      Explain: \_\_\_\_\_

Proposed Building size in square feet: \_\_\_\_\_

## Project Location

Street: \_\_\_\_\_ Town: \_\_\_\_\_

## Maine Advanced Buildings: Core Performance™ Requirements

- |                                     |   |
|-------------------------------------|---|
| 2.1 Energy Code Compliance          | 2.8 Lighting Power Density (see addendum) |
| 2.2 Air Barrier Performance         | 2.9 Mechanical Efficiency Requirements    |
| 2.3 Minimum IAQ Performance         | 2.10 Dedicated Mechanical System          |
| 2.4 Below-Grade Exterior Insulation | 2.11 Demand Control Ventilation           |
| 2.5 Opaque Envelope Performance     | 2.12 Domestic Hot Water System Efficiency |
| 2.6 Fenestration Performance        | 2.13 Fundamental Economizer Performance   |
| 2.7 Lighting Controls               |   |

Advanced Buildings™ and Core Performance™ are trademarks of the New Buildings Institute, Inc. (NBI)

**In order to qualify for incentives under this application, all Core Performance™ criteria must be met.** (See Section Two of Core Performance™ Requirement of the Advanced Buildings™ guidelines for details of these criteria.)

## Project Teams

Team (if selected)	Contact	Firm	Phone	Email
Architect:				
Mechanical Engineer:				
Electrical Engineer:				
General Contractor:				

## Customer Acknowledgement

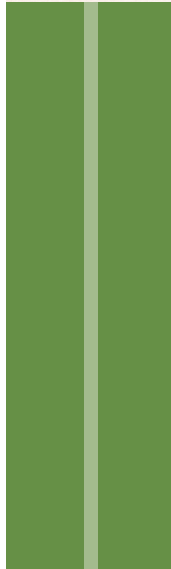
Expected Completion Date: \_\_\_\_\_

I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agreed to the Terms and Conditions on the back of this form.

Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

## Eligibility Requirements

1. This program is designed for new construction of facilities in the 10,000 to 70,000 square foot range.
2. The design and construction of these qualifying facilities must comply with Section Two of Core Performance™ Requirement of the Advanced Buildings™ guidelines.
3. The Project Team must include an Efficiency Maine representative.
4. A signed Memorandum of Understanding (MOU) must be on file with Efficiency Maine.
5. A narrative of the description of the facility and its occupancy as well as the final design configuration that incorporates the Core Performance™ features.
6. A signed Minimum Requirements Document (MRD) must be included.



## TERMS AND CONDITIONS

### 1. INCENTIVES FOR QUALIFYING ECMs

- a) Efficiency Maine will award financial incentives to Eligible Customers for the purchase and installation of Qualifying ECMs, subject to these Terms and Conditions.
- b) "Qualifying ECMs" are Prescriptive Electric Conservation Measures identified in official program materials and site-specific Custom Measures approved by Efficiency Maine. Technologies that purport to save energy through reduction of voltage, demand, or power conditioning are not eligible ECMs. Unless explicitly pre-approved, ECMs must be new and covered by warranties.
- c) "Eligible Customers" are all non-residential customers of electric utilities in the State of Maine. Efficiency Maine incentives are awarded only to Eligible Customers for equipment that is owned by them, and such Customers are ultimately responsible for compliance with these Terms and Conditions.

### 2. OWNERSHIP OF CAPACITY AND/OR ENVIRONMENTAL CREDITS

- a) ECMs purchased and installed in part through incentives provided by this program are the property of the Customer, subject to any limitations contained within these Terms and Conditions.
- b) Notwithstanding the above, Efficiency Maine holds sole rights to any electric system capacity credits and environmental credits that may be associated with ECMs for which incentives were received, and Efficiency Maine can dispose of these credits in any manner authorized by law or regulation.
- c) In no event shall activity associated with any energy or environmental credits noted in Section 2(b) result in interference with the Customer's sole discretion to operate ECMs as approved in his/her incentive award.

### 3. PRE-APPROVAL AND PRE-INSTALLATION SURVEY REQUIRED

- a) Except for Customers applying for motor or agricultural incentives of any amount or for lighting or refrigeration incentives of less than \$1,000, Efficiency Maine is not obligated to award any incentives unless it pre-approves the Customer's Incentive Application and completes a pre-installation survey of the Customer's facilities, unless it has explicitly waived this latter requirement.
- b) Efficiency Maine has complete discretion to approve or disapprove of any proposed ECMs.

### 4. POST-INSTALLATION VERIFICATION REQUIRED

- Efficiency Maine is not obligated to pay any pre-approved incentive awards until it has performed a satisfactory post-installation verification, unless it has explicitly waived this requirement. If Efficiency Maine determines that ECMs were not installed in a manner consistent with the approved application, or if unapproved ECMs were installed, or if the installation was not consistent with generally accepted engineering practices, it may require changes before making payment. Also, Efficiency Maine will not make payment until it verifies that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training. Efficiency Maine also reserves the right to inspect installations at facilities which were the recipients of incentives that were not pre-approved (see section 3a) and seek recovery of incentives paid if Qualifying ECMs cannot be located or are not installed in a manner consistent with the provisions of these Terms and Conditions.

### 5. CUSTOM MEASURE APPLICATIONS AND ANALYSIS

- a) Efficiency Maine will only approve Custom Measure Applications for ECMs that Efficiency Maine believes have reliable and cost effective energy savings potential in the proposed use and site. Efficiency Maine has discretion to approve or disapprove of any Measures proposed.
- b) In addition to completing all required worksheets, the Customer will be required to provide an analysis of the energy and demand reduction potential of the proposed ECMs. Efficiency Maine may require that this analysis be prepared by a licensed Professional Engineer whose competency and experience to perform the requisite analysis has been approved in advance by Efficiency Maine.
- c) Efficiency Maine may independently review the Application and analysis to verify the energy saving and demand reduction potential and the reasonableness of measure and installation cost estimates. Efficiency Maine reserves the right to reject or modify any Customer calculations, based on its analysis.

### 6. PRE-APPROVED LETTER

After an Application is approved, the Customer will receive written notification of a maximum pre-approved incentive amount. Efficiency Maine will not pay incentives for any ECMs installed prior to the date of the Pre-approved Incentive Letter.

### 7. INDEPENDENT TESTING

Efficiency Maine reserves the right to deny incentives for any ECMs that have not been favorably assessed or approved by recognized, independent public authorities, such as the Underwriter's Laboratory (UL). Efficiency Maine may, at its discretion, require the Customer undertake, at his or her own expense, testing of a proposed ECM that does not carry the Listing Mark by UL, or an equivalent independent testing facility approved in advance by Efficiency Maine.

### 8. INCENTIVE AMOUNTS

- a) Efficiency Maine reserves the right to adjust and/or negotiate the incentive amount, based upon its independent assessment of appropriate savings or cost estimates.
- b) Once an incentive is pre-approved, Efficiency Maine will pay no more than the approved fraction of the incremental cost to the Customer of purchasing the ECM, or the pre-approved incentive amount, whichever is less. Efficiency Maine may, at its discretion, recognize incremental installation labor costs that are unique to the proposed ECM to the extent that they are reasonable, verifiable, and actually incurred by the Customer. Efficiency Maine has the right to lower the incentive amount if the quantity and/or cost of ECMs actually installed by the Customer differ from the pre-approved amounts. Efficiency Maine has the right to seek a refund for incentives paid if, at any time, it learns that the ECMs were not actually and properly installed or were subsequently disconnected.

### 9. COST OF EQUIPMENT

The Customer must provide copies of all invoices or other reasonable documentation that verify the costs of purchasing and installing the ECMs, including all materials, labor, and equipment discounts. Invoices must indicate a verifiable breakout of all ECMs purchased for installation under this Agreement. Efficiency Maine also has the right at any time to require invoices from the contractor to determine the price paid by the contractor (including any discounts or incentives) from his or her supplier for the ECMs.

### 10. SCHEDULE FOR INCENTIVE PAYMENTS

Efficiency Maine expects to pay all incentives within thirty (30) days after project completion. Project completion requires:

- (a) Submission to Efficiency Maine of all documentation
- b) Completed installation of the approved ECMs
- c) Efficiency Maine's acceptance of (a) and (b) above, all in accordance with the specifications outlined elsewhere in these Terms and Conditions.

### 11. MONITORING AND EVALUATION FOLLOW-UP VISITS

Efficiency Maine reserves the right to make follow-up visits to a Customer's facility during the 24 months following the actual completion date at a time convenient to the Customer, and with at least one week advance notice. The purpose of the visit(s) is to review the operation of the ECMs for program evaluation purposes, including monitoring their energy performance. The scope of review is limited to determining whether program conditions have been met.

### 12. CHANGES IN/CANCELLATION OF THE PROGRAM

- a) Efficiency Maine may change the program requirements, incentives, or Terms and Conditions at any time without notice, including suspending acceptance of applications or terminating the program. Efficiency Maine is not obligated to approve any submitted application that may result in Efficiency Maine exceeding its program budget.
- b) In the event of program change, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of the pre-approval by Efficiency Maine.
- c) Submission of a completed application does not entitle the Customer to program participation. Entitlement occurs only when Efficiency Maine has signed the application and incentive pre-approval form.

### 13. PUBLICITY OF CUSTOMER PARTICIPATION

By accepting an incentive through the program, the Customer understands that Efficiency Maine reserves the right to disclose certain information about the Customer's participation in the program, including, but not necessarily limited to, the Customer's name and address, the incentive amount, projected energy savings as well as other non-proprietary business information.

### 14. INSTALLATION SCHEDULE REQUIREMENTS

- a) If the Customer has (a) not engaged in installation of the approved project, and has (b) not applied to Efficiency Maine for a project extension within one year from the date Efficiency Maine pre-approves the project, Efficiency Maine may cancel the Agreement without liability.

- b) A Customer who fails to advise Efficiency Maine that a project is complete, or who fails to provide required post-installation documentation as described elsewhere in these Terms and Conditions, within 60 days of project installation may be denied incentive payment.

### 15. INDEMNIFICATION

- a) Efficiency Maine's liability under this Agreement will be limited to paying the incentive amounts specified in this Agreement. Efficiency Maine and any of its affiliates or contractors shall not be liable to the Customer for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement or in the program.
- b) The Customer shall protect, indemnify, and hold harmless Efficiency Maine from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against Efficiency Maine arising out of or relating to the performance of this Agreement.

### 16. NO WARRANTIES

- a) Efficiency Maine does not endorse, guarantee, or warrant any particular manufacturer or product, and it provides no warranties, expressed or implied, for any product or services. The Customer's reliance on warranties is limited to any warranties that may be provided by contractors, vendors, etc.
- b) Neither Efficiency Maine nor its consultants are responsible for assuring that the design, engineering and construction of the facility or installation of the ECMs is proper or complies with any particular laws, codes, or industry standards. Efficiency Maine does not make any representations of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.

### 17. CUSTOMER MUST PAY ALL TAXES

Incentives received by the Customer may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes.

### 18. VENDOR SELECTION

The Customer may select any vendor or contractor to perform the work contemplated by this application, even after the application is submitted for pre-approval by Efficiency Maine. However Efficiency Maine has the right to prohibit specific vendors or contractors from program participation.

### 19. REMOVAL OF EXISTING EQUIPMENT

The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment anywhere in the State of Maine, or transfer it to any other party for installation in the State of Maine.

### 20. ECM LIFE

By accepting an Efficiency Maine incentive, Customer hereby agrees that he/she will not alter, modify or discontinue use of the efficiency measures without prior written approval from Efficiency Maine and that efficiency measures funded by Efficiency Maine will be used for their rated useful life.

### 21. MISCELLANEOUS

- a) The entire Agreement between the Customer and Efficiency Maine composed of an approved, signed application, these Terms and Conditions, and all subsequent correspondence relating to that specific application, requires a Customer signature.
- b) Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.
- c) The Customer acknowledges that the only individuals authorized to bind Efficiency Maine under this Agreement are Efficiency Maine staff and authorized agents of Efficiency Maine.
- d) If either Efficiency Maine or the Customer desires to modify this Agreement, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.
- e) If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.
- f) In the event of any dispute concerning these Terms and Conditions, or any other requirement of this program or condition of incentive award, resolution will be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this agreement shall be brought in State of Maine administrative or judicial forums. The Customer consents to personal jurisdiction in the State of Maine.