**ATTACHMENT A**

**FON PROJECT APPLICATION**

**Efficiency Maine**

**Commercial & Industrial Prescriptive Program**

**Funding Opportunity Notice**

***PTHP RETROFIT PROJECTS***

***CIP FON-003-2020***

|  |  |  |
| --- | --- | --- |
| Primary Contact Name: | Title: | |
| Organization: | Phone: | |
| Fax: | |
| Address: | Email: | |
| City: | State/Prov: | Zip: |
| Alternate Contact Name\*: | Title: | |
| Organization: | Phone: | |
| Fax: | |
| Address: | Email: | |
| City: | State/Prov: | Zip: |

***\*****Complete this section if you wish to designate a point of contact for project coordination & inspections.*

|  |  |
| --- | --- |
| **AUTHORIZED SIGNATURE**  I, the undersigned, am authorized to commit my organization to this project application. I have read and accept the program Terms and Conditions (Pages 4 & 5). | |
| Signature: | Printed Name: |
| Title: | Organization: |
| Date: | Phone/email: |

|  |
| --- |
| **Required Documentation (Checklist)** |

|  |  |  |
| --- | --- | --- |
|  |  | Attachment A – FON Project Application |
|  | Attachment B – Material Purchase Order *(excel file or PDF accepted)* |
|  | Attachment C – Project Completion Form |

**DATA COLLECTION & INFORMATION**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| SECTION 1: APPLICANT INFORMATION | | | | | |
| Company Name: (as reported to the IRS) | ☐ Business  ☐ Nonprofit Organization  ☐ Government | 9-digit Federal Tax ID or SSN: Tax ID Type: ☐ EIN ☐ SSN | | | |
| Tax Status:  ☐ Corporation ☐ Individual/Sole Proprietor  ☐ Partnership ☐ Tax Exempt/Government | | | |
| Electric Service Provider: | | Gas Service Provider: | | | |
| Check Mailing Address: | | City: | State: | Zip Code: | |
| Contact Name: | | | | | |
| Email Address: | | Telephone: | | Fax: | |
| Physical Installation Address (if different from above): | | City: | State: | Zip Code: | Self-installed?  ☐ Yes ☐ No |

|  |  |  |
| --- | --- | --- |
| SECTION 2: INSTALLER INFORMATION (must be completed if not self-installed) | | |
| Name: | Company: | Telephone: |
| E-Mail: | | |

|  |  |  |  |
| --- | --- | --- | --- |
| SECTION 3: EQUIPMENT OPERATING MONTHS | | | |
| PTHP Equipment Operating Months  (***check all that apply***): | ☐ April  ☐ May | ☐ June – October  ☐ November | ☐ December – March |
| **Existing** PHTP Equipment: | Model Number: |  | EER: COP: |
| Model Number: |  | EER: COP: |
| Model Number: |  | EER: COP: |
| Model Number: |  | EER: COP: |

|  |  |  |  |
| --- | --- | --- | --- |
| SECTION 4: PACKAGED TERMINAL HEAT PUMPS (PTHP) ELIGIBILITY CRITERIA | | | |
| **Capacity**  **(Btu/h cooling)** | **Eligibility Criteria**  **Cooling EER** | **Eligibility Criteria**  **Heating HSPF** | **Incentive Per Unit** |
| < 7,000 | 13 | 4 | $690 |
| ≥ 7,000 - ≤ 15,000 | 11.5 | 3.5 | $720 |
| > 15,000 | 10.8 | 3.4 | $770 |

\* Retrofit only. Must replace existing packaged terminal air conditioners (PTACs). PTHP systems must have active (reverse cycle) defrost or be able to run in heat pump mode below freezing temperatures.

\*\* EER is Energy Efficiency Ratio. COP is heating Coefficient of Performance.

\*\*\* Minimum purchase of 5 units is required, pre-approval is required before material purchase.

|  |  |  |  |
| --- | --- | --- | --- |
| SECTION 5: PROPOSED SCOPE OF WORK | | | |
| **Make** | **Model Number** | **Quantity** | **Incentive** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  | **TOTAL INCENTIVE** |  |

Please submit completed pages 1-3 along with Attachment B: Material Purchase Order by email to[Bizprogramefficiencymaine@gdsassociates.com](mailto:Bizprogramefficiencymaine@gdsassociates.com). In the email subject line include “**CIP FON-003-2020**”.

**TERMS & CONDITIONS**

The proposed Scope of Work of the Funding Opportunity Notice (FON) is part of the Efficiency Maine Commercial & Industrial Prescriptive Program. When executed by the Parties and submitted with CIP FON-003-2020, constitute agreement to the following Terms & Conditions:

1. APPLICANT ELIGIBILITY REPRESENTATIONS.

Applicant represents that the following statements are true:

a. Applicant is a non-residential customer of electric utilities in the State of Maine,

b. Applicant’s primary business function is not to generate power to be sold into a power market,

c. Applicant has the authority to contract for retrofit work in the Facility in connection with the Measures listed,

2. AGREEMENT AS TO THE MEASURES. Applicant agrees to perform retrofit work at the Facility in connection with the Measures identified in the Scope of Work in Section 5. Applicant agrees to pay Installation Contractor for Measures installed at the Facility if not self-installed.

3. AGREEMENT AS TO INCENTIVE AMOUNTS.

a. Subject to the other terms in this terms and conditions, Applicant's obligation to pay for the installation and Measures shall be reduced by an amount (the “Incentive”) provided under the Efficiency Maine CIP FON-003-2020, which amount shall be equal to $690 per unit <7,000 Btu/h, $720 per unit ≥ 7,000 - ≤ 15,000 Btu/h and $770 per unit > 15,000 Btu/h.

4. INSTALLATION REQUIREMENTS.

a. Services to be provided in the Scope of Work in Section 5 shall in no way include work by the Installation Contractor in connection with the correction of apparent or hidden safety issues or code violations. Installation Contractor shall not perform work where, in its sole discretion, it is determined such safety issues or code violations exist.

b. The Applicant agrees not to reinstall any of this equipment or transfer it to any other party for installation. Applicant agrees that it will not alter, modify or discontinue use of the Measures without prior written approval from Efficiency Maine and that Measures will be used for their rated useful life.

c. Applicant agrees to permit Efficiency Maine (or any designated agent) to access the Facility before, during or after installation of the Measures at times reasonable convenient to Applicant, project inspections and evaluations.

d. Notwithstanding Applicant’s ownership of all installed improvements, Efficiency Maine shall be deemed the owner of, and shall hold exclusive right, title and interest in and to any electric system capacity credits and environmental credits that may be associated with the Measures, and Efficiency Maine can sell, transfer and otherwise dispose of these credits in any manner authorized by law or regulation. By accepting an Incentive, Applicant expressly and irrevocably conveys all such rights and credits to Efficiency. In no event shall activity associate with any such energy or environmental credits result in interference with the Applicant's sole discretion to operate Measures as approved in the Scope of Work in Section 5.

5. LIMITATION OF LIABILITY; INDEMNIFICATION

a. In no event shall Efficiency Maine, nor any of their respective trustees, officers, directors, shareholders, affiliates, employees, agents, or contractors be liable to the Applicant or anyone claiming through Applicant, for any special, consequential, or incidental damages, including lost profits or lost business opportunities, or for any damages in tort (including negligence) caused by or resulting from any activities in connection with or associated with the Scope of Work in Section 5 or the Efficiency Maine Prescriptive Program.

b. The Applicant shall protect, indemnify, and hold harmless Efficiency Maine, and their respective trustees, officers, directors, shareholders, affiliates, employees, agents or contractors (each, an “Indemnified Party”) 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 an Indemnified Party arising out of or relating to the Applicant’s performance or non-performance of obligations under the Scope of Work in Section 5 or the installation and operation of the Measures.

c. Nothing herein shall be construed to waive, release, or diminish any statutory or common law immunities of Efficiency Maine as a governmental entity, all of which are expressly retained.

6. WARRANTIES

a. Installation Contractor warrants to Applicant that all equipment and materials installed as part of the Project are free from defects in title, material, workmanship and installation, and shall conform to Efficiency Maine Prescriptive Program specifications. Such warranty shall not expire before the later of the applicable manufacturer warranty period (if any) or one (1) year from the date of installation. If such warranty is breached, Contractor shall, at its expense, either repair or replace (at its option) the equipment or materials to remove the defect and/or establish such conformity, as applicable.

b. Neither Efficiency Maine nor any agent of, endorses, guarantees, or warrants any particular manufacturer or product, and provides no warranties, express or implied, for any product or services. Efficiency Maine expressly disclaim all warranties relating to the Measures. The Applicant's reliance on warranties is limited to any warranties that may be provided directly by Contractor or equipment suppliers.

c. Neither Efficiency Maine nor any agent of, are responsible for assuring that the design, engineering and construction of the Facility or installation of the Measures is proper or complies with any particular laws, codes, or industry standards, nor for the accuracy or inaccuracy of any energy assessment findings or anticipated energy savings. Neither Efficiency Maine nor any agent of make no representations of any kind regarding the results to be achieved by the Measures or the adequacy or safety of such measures.

7. PUBLICITY OF APPLICANT PARTICIPATION

By accepting an Incentive, the Applicant understands that Efficiency Maine reserves the right to disclose certain information about the Applicant’s participation in the Efficiency Maine Prescriptive Program, including, but not necessarily limited to, the Applicant’s name and address, the Incentive amount, projected energy savings as well as other non-proprietary business information.

8. CUSTOMER MUST PAY ALL TAXES

Incentives received by the Applicant may be taxable by the federal, state, and local government. The Applicant is responsible for determining any tax obligations and declaring and paying all such taxes. Recipients of Incentive payments must provide their tax identification number to Efficiency Maine for payment processing. Incentive award payments in excess of $600 made to unincorporated entities will be reported on IRS Form 1099-MISC.

9. MISCELLANEOUS

a. The Scope of Work in Section 5 constitutes the full agreement among Applicant and Installation Contractor (collectively, the “Parties”), and supersedes any prior discussions, understandings and agreements, whether oral or in writing.

b. Paragraph headings are for the convenience of the Parties only and are not to be construed as part of the Scope of Work in Section 5.

c. If any provision of the Scope of Work in Section 5 is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.

d. In the event of any dispute concerning the Scope of Work in Section 5, or any other requirement of the Efficiency Maine Prescriptive Program, 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 Applicant consents to personal jurisdiction in the State of Maine.

e. Applicant and Installation Contractor expressly acknowledge that Efficiency Maine or a designated agent of, are each an intended third-party beneficiary of the Scope of Work in Section 5 with full power to enforce the terms of the Scope of Work in Section 5.