



## **EMPIRE DISTRICT ELECTRIC COMPANY MISSOURI PRESCRIPTIVE COMMERCIAL & INDUSTRIAL REBATE PROGRAM GUIDELINES**

### **Pre-Approval**

All projects must be pre-approved by Empire District before any equipment is purchased or installed.

### **Eligibility Requirements**

1. Incentives are available only to electric customers served under rate schedules CB, SH, GP, PFM, and TEB in The Empire District Electric Company ("Empire") Missouri service territory. Prescriptive program incentives are only available for smaller commercial customers served under rate schedules CB and SH.
2. Please review all of the pages in this document including Program Guidelines, Instructions for Applying (on rebate forms) and Program Terms and Conditions. Applicants must agree to the Terms and Conditions in order to participate.

### **Incentives**

1. Total annual incentives of up to \$20,000 are available per program year per customer.
2. Multiple rebate applications for different measures may be submitted. Each individual measure will be evaluated on its own merits.
3. Similar measures that are proposed in different facilities or buildings will be evaluated separately.

### **Step 1 – Complete and Submit Application Form**

Complete the EMPIRE DISTRICT ELECTRIC COMPANY MISSOURI C&I PRESCRIPTIVE rebate program form and submit to Empire. Call the Empire helpline at 800-639-0077 ext. 6519 if you need any assistance.

### **Step 2 – Pre-Approval**

All rebate applications will be individually reviewed and analyzed by Empire to determine if the proposed energy efficiency measures are eligible for a rebate. This may include calculation of the electrical energy savings and the value of any potential rebates. Empire will send you a Pre-Approval letter with the rebate amount that is pre-approved. This letter is your verification that the application meets Empire's program requirements, and that installation may proceed. The pre-approval letter will also include additional instructions describing how to secure the rebate after installation is completed.

Empire may request a pre-installation inspection before pre-approval is granted.

### **Step 3 – Customer Notifies Empire when the Project is Completed or Equipment is Installed**

The customer will be required to send copies of material, equipment, and labor invoices to Empire, and notify Empire of project completion.

### **Step 4 – Post-Inspection**

Empire may schedule and perform a post-inspection of the installed equipment.

### **Step 5 – Payment**

Rebate payments will be in the form of a check, bill credit, and/or a combination of the two, and will be determined by the Program Terms and Conditions outlined.



EMPIRE DISTRICT ELECTRIC COMPANY
MISSOURI PRESCRIPTIVE
COMMERCIAL & INDUSTRIAL PRESCRIPTIVE REBATE APPLICATION
AVAILABLE ONLY TO CUSTOMERS ON RATE SCHEDULE CB OR SH

Applicant's Information:

Empire District Account Number:
Organization Name: DBA:
Facility Address:
City: State: Zip:
Mailing Address:
City: State: Zip:
Contact: Mr. Ms. Tel: Email:

Primary Use of Facility:

- Restaurant Health Grocery Retail Other
School Hospital Hotel Religious
College Office Warehouse Manufacturing

Size of Facility: Sq. Ft.
Federal Tax ID # (EIN): Incorporated Exempt Other:

Which Of The Following Best Describes This Project?

- New Building Equipment Replacement Expansion Of Existing Building Renovation Other:

Incentives Requested

Transfer total incentive amounts from worksheets. Please attach all worksheets to this application.
Lighting \$ Air Conditioning \$ Motors \$
Total Incentives Requested \$

Certification Statement

Customer has read and understood the Terms and Conditions set forth in this application and agrees to abide by them.
Customer certifies that the information provided in the incentive application is true and accurate. Customer further certifies that the energy savings products described in the incentive application will be installed in the Facility indicated above and will not be resold. Customer agrees to permit (1) verification of the purchase invoices and product installation transactions; and (2) upon request, install and remove load monitoring equipment at the Facility.

Applicants Signature: Date:

Please submit the completed application and accompanying attachments to:

Empire District Electric Rebate Program
PO Box 311
Hockessin, DE 19707
Fax: 302-504-3080
Email: energy.efficiency@empiredistrict.com



# EMPIRE DISTRICT ELECTRIC COMPANY MISSOURI

## COMMERCIAL & INDUSTRIAL PRESCRIPTIVE REBATE APPLICATION LIGHTING WORKSHEET

### LIGHTING REBATE WORKSHEET

- **Completing the Lighting Worksheet:** Fill in the appropriate fields in the worksheet. To calculate the TOTAL INCENTIVE, multiply the COUNT (quantity of installed equipment) by the UNIT INCENTIVE and enter this amount in the TOTAL INCENTIVE column. The sum of the TOTAL INCENTIVE amounts is entered in the appropriate INCENTIVES REQUESTED field on the application.
- **Electronic Ballast with T-8 or T-5 Lamps:** Unless otherwise specified, ballasts must be high frequency (>10 kHz) electronic with a minimum life of 50,000 hours. Ballasts must have THD <20 and a PF >0.90, and be ETL- and UL-listed. Lamps must have tri-chromatic phosphors.
- **All eligible lighting products must be new and UL listed.**

#### HIGH PERFORMANCE T-8 FIXTURES

		Count	Unit Incentive	Total \$
<b>HIGH PERFORMANCE T8 FIXTURES:</b> High Performance T8 (or "Super T8") lighting is an option that can be used to retrofit T12 or standard T8 lighting in existing facilities, or can be used instead of standard T8 lighting in new facilities. High Performance T8 fixtures must meet specifications set by the Consortium for Energy Efficiency [CEE] including, but not limited to, the following <ul style="list-style-type: none"> <li>• lamps must have 90 lumens per watt [LPW] or greater; 88 LPW for programmed start ballasts</li> <li>• lamps must have high color rendering index [CRI], greater than or equal to 81</li> <li>• electronic ballasts must be instant start or programmed start meeting CEE performance</li> </ul>	2-lamp fixtures		\$20 per fixture	
	3-lamp fixtures		\$30 per fixture	

#### STANDARD T-8 LAMP AND BALLAST RETROFIT

		Count	Unit Incentive	Total \$
<b>T8 LAMP AND BALLAST RETROFIT:</b> This T8 Lamp and Ballast rebate is only available for the replacement of existing T12 systems. Both lamps and ballasts must be replaced to be eligible.	T8 lamps		\$2 per lamp	
	T8 ballasts		\$10 per ballast	

#### LIGHTING POWER DENSITY

	Size, in sq.ft.	Watts Saved	Unit Incentive	Total \$
<b>LIGHTING POWER DENSITY</b> For common building types where the above prescriptive lighting options do not apply, a prescriptive rebate may be available based on Lighting Power Density. The overall lighting power must be reduced by at least 25% below the requirements of the local energy code or ASHRAE Std. 90.1			\$1 per watt per square foot	

#### HIGH INTENSITY FLUORESCENT FIXTURES

		Count	Unit Incentive	Total \$
<b>HIGH INTENSITY FLUORESCENT FIXTURES</b> High Intensity Fluorescent lighting is designed to replace high intensity discharge [HID] fixtures in high bay and other applications such as gymnasiums, warehouses, and parking lots. These fixtures must have the following characteristics use T5 or T5HO lamps with electronic ballasts <ul style="list-style-type: none"> <li>• use at least 4 lamps per fixture</li> <li>• the fixture must be at least 75% efficient</li> </ul>			\$50 per fixture	

#### PULSE START METAL HALIDE FIXTURES

		Count	Unit Incentive	Total \$
<b>PULSE START METAL HALIDE FIXTURES</b> For HID applications, rebates are available for lamp and ballast replacements in typical 400 watt high bay applications. The lamp must be rated as pulse start with a pulse start ballast. Lamp wattage must be either 320 or 360 watts as a replacement for 400 watt metal halide or high pressure sodium.			\$50 per fixture	

#### LIGHTING CONTROLS

		Count	Unit Incentive	Total \$
<b>LIGHTING CONTROLS</b> Rebates are available for occupancy sensors, either switch replacements or remote/ceiling mounted that use ultrasonic or passive infrared technology. Dual technology sensors are also eligible. Rebates for switch replacement sensors are limited to small rooms less than 250 sq.ft.	Switch Replacement Sensor		\$20 per sensor	
	Ceiling /Remote Mounted Sensor		\$50 per sensor	



**EMPIRE DISTRICT ELECTRIC COMPANY  
MISSOURI  
COMMERCIAL & INDUSTRIAL PRESCRIPTIVE REBATE APPLICATION  
MOTOR WORKSHEET**

**MOTOR REBATE WORKSHEET**

- **Completing the Motor Worksheet:** Fill in the appropriate fields in the worksheet. To calculate the TOTAL INCENTIVE, multiply the INCENTIVE by the QUANTITY of installed equipment and enter this amount in the TOTAL INCENTIVE row. The totals should be entered in the appropriate INCENTIVES REQUESTED field on the application.
- **Efficiency and Incentive Levels:** Motors meeting or exceeding the NEMA Nominal Efficiencies below are eligible for incentives.
- **Motor Run Hours:** Motors must operate a minimum of 2000 hours per year to be eligible for incentives.
- Motors must be new, three phase, induction motors, NEMA design A & B, 1-25 HP, Open Drip Proof (ODP) or Totally Enclosed Fan Cooled (TEFC) any speed [RPM].

Motor Size, Horsepower	NEMA Nominal Full Load Efficiency		Incentive per Motor
	Open Drip Proof [ODP]	Totally Enclosed Fan Cooled [TEFC]	
1	85.5%	85.5%	\$50
1.5	86.5%	86.5%	\$50
2	86.5%	86.5%	\$60
3	89.5%	89.5%	\$60
5	89.5%	89.5%	\$60
7.5	91.0%	91.7%	\$90
10	91.7%	91.7%	\$100
15	93.0%	92.4%	\$115
20	93.0%	93.0%	\$125
25	93.6%	93.6%	\$130

**NEMA PREMIUM MOTORS – EQUIPMENT INVENTORY WORKSHEET**

Unit ID	Manufacturer	Model Number	A Motor Size (HP)	Motor Type [ODP or TEFC]	B NEMA Nominal Efficiency	C Incentive from Table above	D Quantity	E Total Incentive [C x D]
Example: CHWP1	Baldor	M00XX	10	TEFC	92.0%	\$100	2	\$100 x 2= \$200
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
							<b>Total Incentive :</b>	



# EMPIRE DISTRICT ELECTRIC COMPANY MISSOURI

## COMMERCIAL & INDUSTRIAL PRESCRIPTIVE REBATE APPLICATION A/C WORKSHEET

### AIR CONDITIONING

- **Completing the Worksheet:** Fill in the appropriate fields in the worksheet. To calculate the TOTAL INCENTIVE, multiply the UNIT SIZE of the installed equipment, the equipment INCENTIVE, and the QUANTITY of installed equipment and enter this amount in the TOTAL INCENTIVE column. The sum of the TOTAL INCENTIVE column of installed equipment should be entered in the appropriate INCENTIVES REQUESTED field on the application.
- **General Eligibility Requirements for Air Conditioning Systems:** Incentives may be applied to packaged unitary air conditioning equipment and split system air conditioning equipment for use in commercial facilities. List the matching indoor and outdoor components of the split system. Compressor or condenser replacements or window units are not eligible for incentives.
- **Efficiency and Incentive Levels for Air Conditioning Systems:** Equipment meeting or exceeding the efficiency levels are eligible for the incentives listed.

### UNITARY AIR CONDITIONERS AND SPLIT SYSTEM AIR CONDITIONERS - EFFICIENCY AND INCENTIVE LEVELS

#### Single Phase Air Conditioning Equipment

Equipment Size, Tons	Equipment Size, Btuh	Minimum Efficiency (SEER/EER)	Incentive per Unit (\$/ton)
<5.4	<65,000	14.0 SEER	\$92

#### Three Phase Air Conditioning Equipment

Equipment Size, Tons	Equipment Size, Btuh	Minimum Efficiency (SEER/EER)	Incentive per Unit (\$/ton)
<5.4	<65,000	13.0 SEER	\$92
>=5.4 to <11.25	>=65,000 to <135,000	11.0 EER	\$73
>=11.25 to <20	>=135,000 to <240,000	10.8 EER	\$79
>=20 to 30	>=240,000 to 360,000	10.0 EER	\$79

### UNITARY AIR CONDITIONERS AND SPLIT SYSTEM AIR CONDITIONERS – EQUIPMENT INVENTORY WORKSHEET

Unit ID	Manufacturer	Model Number	A Unit Size (tons)	B Unit Efficiency (SEER or EER)	C Incentive \$/ton from Table above	D Quantity	E Total Incentive [A x C x D]
Example: RTU1	Trane	YCD121	10	11.0 EER	\$73	2	10 x \$73 x 2= \$1460
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
<b>Total Incentive :</b>							



**EMPIRE DISTRICT ELECTRIC COMPANY  
MISSOURI  
COMMERCIAL & INDUSTRIAL REBATE PROGRAM  
TERMS AND CONDITIONS**

**1. Incentives**

a) Subject to these Terms and Conditions, Empire District Electric Company (“Empire”) will pay incentives to eligible Customers (hereinafter “Customers”) for the installation of electric savings measures identified as such in program materials issued by Empire and other site-specific custom measures that are approved by Empire.

**2. Customer Eligibility**

a) The Empire Missouri C&I Rebate Program is available to all electric customers served under rate schedules CB, SH, GP, PFM, and TEB in the Empire service territory. Prescriptive program incentives are only available for smaller commercial customers served under rate schedules CB and SH.

b) By participating in this program, customer agrees that Empire obtains and/or retains ownership of all rights to existing and future emissions credits, renewable energy rights to existing and future emissions credits, renewable energy green tags, tradable renewable certificates and/or any and all other environmental benefits associated with the installation of the eligible equipment.

**3. Project Review**

Empire reserves complete discretion to approve or disapprove of any proposed electric savings measures.

**4. Pre-Approval and Pre-Installation Survey**

a) Empire is not bound to pay any incentives unless Empire pre-approves the electric savings measures proposed by the Customer and completes a satisfactory pre-installation survey of the Customer’s facilities, unless Empire has waived such pre-approval/inspection requirement explicitly.

b) Empire reserves complete discretion to approve or disapprove of any proposed electric savings measures.

**5. Post-Installation Verification**

Empire is not bound to pay any incentives until it has performed a satisfactory post installation verification of the installation unless Empire has waived such post-installation verification requirement explicitly. If Empire determines that the electric savings measures were not installed in a manner that is consistent with the purpose of achieving energy savings, or if the installation was not consistent with generally accepted good engineering practices, Empire may require changes before making any payments. Empire will not pay incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.

**6. Incentive Amounts**

a) Before pre-approving any incentive amounts requested by the Customer, Empire reserves the right to adjust and/or negotiate the incentive amount.

b) Once an incentive amount is pre-approved, Empire will pay no more than the cost to the Customer of purchasing the electric savings measure, or the pre-approved incentive amount, whichever is less.

c) Empire reserves the right to lower the incentive amount if the quantity and/or cost of energy savings measures actually installed by the Customer differ from the pre-approved amounts. Notwithstanding any other provision of these Terms and Conditions, Empire reserves the right to seek a refund for incentives paid if, at any time, it learns that the agreed to energy savings measures were not actually and properly installed or have subsequently been disconnected.

d) Empire reserves the right to withhold payment or award the incentive in the form of a bill credit for customers in arrears.

e) Empire reserves the right to withhold incentive payments for any Energy Savings Measure’s that do not carry the Underwriter’s Laboratory (UL) or, with the written consent of Empire, an equivalent independent testing laboratory. Please consult with Underwriters Laboratory for your product classification into the appropriate UL category of the UL Listing Mark or the UL Classification Mark. In addition, prior to including a technology in the program, Empire reserves the right to require

that the customer undertake, at the customer's own expense, further testing of such technology by Underwriters Laboratories (UL) or, with the written consent of Empire, an equivalent independent testing laboratory. The UL classification of Energy Verification Services (EVS) is required. The purpose of the testing is to evaluate the technology's energy performance levels.

### **7. Cost of Equipment**

At any time, upon Empire's request, Customer must provide copies of all invoices (including all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the energy savings measures. The invoices shall include a breakdown of all energy savings measures purchased for installation under this Agreement. In addition Empire may request any other reasonable documentation or verification of the cost to the Customer of purchasing the energy savings measure. Empire reserves the right at any time to require invoices from the customer's contractor to determine the price paid by the contractor (including any discounts or incentives) for the energy savings measures. Empire reserves the right to use the customer's contractor's reasonable costs in order to determine the correct incentive amount.

### **8. Date of Incentive Payments**

Empire expects to pay the Incentive within sixty (60) days after all of the following conditions are met: (1) construction/renovation of Customer's facility is completed; (2) Customer has received an occupancy permit; and (3) Empire has verified installation costs and satisfactory installation of the energy savings measures, all in accordance with the specifications.

### **9. Installation Service Costs Recognized**

Empire will recognize installation costs only to the extent that they are reasonable and actually incurred by the Customer.

### **10. Replacement of Burn-Outs**

Customers who install energy-efficient lighting energy savings measures are expected to replace any of the energy-efficient lights that burn out with lights of similar or superior energy savings efficiency at the Customer's expense.

### **11. Monitoring and Evaluation Follow-up Visits**

a) Empire reserves the right to make a reasonable number of follow-up visits to customer's Facility during the 24 months following the Actual Completion Date noted on this application. Such visit(s) will be at a time convenient to the Customer, made with at least one week advance notice given to the Customer by Empire.

b) The purpose of the follow-up visit(s) is to provide Empire with an opportunity to review the operation of the energy savings measures for program evaluation purposes. The follow-up visit(s) will have no impact on the incentive paid to the Customer for installing the energy savings measures.

### **12. Limited Scope of Review**

Empire is under no obligation to: (1) make follow-up visits, (2) review the operation of the energy savings measures, or (3) make any suggestions of any kind to the Customer.

The scope of review by Empire of the design and installation of the energy savings measures is limited solely to determining whether program conditions have been met. It does not include any kind of safety review.

### **13. Changes in the Program**

Notwithstanding paragraph 26(d), Empire may change the program and the Terms & Conditions at any time without notice. Pre-approved applications, however, will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by Empire.

### **14. Publicity of Customer Participation**

Empire may wish to publicize the Customer's participation in the program, the results, the amount of incentives paid to the Customer, and any other information which reasonably relates to the Customer's participation. The Customer's participation in the program is explicit authorization and release to use Customer in publicity of the program.

## **15. Installation Schedule Requirements**

If the Customer is not engaged in construction of the Facility or installation of energy saving devices by the end of one year from the date Empire signs this Agreement, Empire may cancel this Agreement.

## **16. Limitation of Liability and Indemnification**

Empire's liability under this Agreement will be limited to paying the incentives specified in this Agreement. Empire and any of its affiliates 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. The Customer shall protect, indemnify, and hold harmless Empire from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or assessed against Empire resulting from, arising out of, or relating to the performance of this Agreement.

## **17. No Warranties**

a) Empire does not endorse, guarantee, or warrant any particular manufacturer or product, and Empire provides no warranties, expressed or implied, for any product or services. The Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc.

b) The Customer acknowledges that neither Empire nor any of its consultants are responsible for assuring that the design, engineering and construction of the Facility or installation of the energy savings measures is proper or complies with any particular laws (including patent laws), codes, or industry standards. Empire does not make any representations of any kind regarding the results to be achieved by the energy savings measures or the adequacy or safety of such measures.

## **18. Customer Must Pay All Taxes**

The benefits conferred upon the Customer through participation in this program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes.

## **19. Limit of Incentive Payments**

Empire reserves the right, for any reason, to stop pre-approving energy savings measures at any time without notice. In particular, Empire is not obligated to pre-approve any application for an incentive that may result in Empire exceeding its program budget.

## **20. Pre-Approved Letter**

After an application is approved by Empire's authorized executive, the Customer will receive written notification of the pre-approved incentive amount and the date that the energy savings measures must be fully installed to qualify for incentive payments. Any energy savings measures installed prior to the issuance of Empire's written authorization will be deemed as an unauthorized installation and Empire will have no obligation to pay incentives for those energy savings measures.

## **21. Application Does Not Entitle Customer to Participate**

The program described in this application may be altered, suspended, or canceled by Empire at any time without prior notice. Under such circumstances, the Customer is not entitled to any program benefits in excess of those approved prior to such action by Empire. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after Empire has granted pre-approval.

## **22. Vendor Selection**

Empire acknowledges that 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 Empire. Notwithstanding the foregoing, the Customer acknowledges that Empire has the right to prohibit specific vendors or contractors from program participation.

## **23. Removal of Equipment**

The customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the energy savings measures and in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment in the service territory of Empire or its affiliates.



#### **24. Review of Specifications, Submittals and Drawings**

The Customer may be required to provide Empire with a copy of the specifications for the construction or renovation of the Facility that will be provided to the construction contractors. Such specifications must include the energy savings measures that are the subject matter of the Customer's application to this program. Empire may refuse to pay incentives if the specifications do not adequately provide for installation of the energy savings measures consistent with good engineering and energy-efficient design practices. Customer will, upon request by Empire, provide a copy of the as-built drawings and equipment submittals for the facility. Empire may refuse to pay incentives if the final submittals and drawings do not adequately reflect the installation of the energy savings measures consistent with the original design intent as identified on the Customer application and worksheets. All equipment eligible for a rebate must be new equipment and installed by licensed contractors when required by code and/or law.

#### **25. Miscellaneous**

- a) This Agreement is composed of the application and these Terms and Conditions. It is the entire agreement between the parties and supersedes all other communications and representations.
- 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 Empire under this Agreement are designated representatives or an officer of Empire.
- d) If either Empire or the Customer desires to modify this Agreement, the modification must be in writing and signed by an authorized person of the other party in order for the modification to be enforceable against that party. 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.