

THREE YEAR COMPRESSED AIR SYSTEM LEAK SURVEY AND REPAIR INCENTIVE APPLICATION

THIS APPLICATION IS FOR EXISTING BUILDINGS ONLY.

This application expires March 31, 2014. Return signed, completed application and itemized invoice postmarked within 60 calendar days of project installation, unless an earlier date is specified by Focus on Energy. Focus on Energy incentives are subject to change. Please visit focusonenergy.com/business to ensure you are using the most current form. **Questions:** Call 800.762.7077. **Send us your feedback:** focusonenergy.com/survey.

SECTION 1: CUSTOMER LEGAL INFORMATION

Company Legal Name:		Tax Identification Number (Complete ONE only, must be 9 digits):			
		FEIN: _____ - _____		OR SSN: _____ - _____	
Legal Mailing Address:		City:	State:	Zip Code:	
Business Classification of Customer (Check ONE only. Required for all businesses, including non-profits.): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship-Individual <input type="checkbox"/> LLC <input type="checkbox"/> Other _____					Owner Name (Corporations excluded)

SECTION 2: PAYMENT INFORMATION

Make Incentive Check Payable to: <input type="checkbox"/> Company <input type="checkbox"/> Business Owner's Legal Name (Only if Sole Proprietor) <input type="checkbox"/> Trade Ally (Complete Section 4)			
Make Check to: <input type="checkbox"/> Company Legal Address <input type="checkbox"/> Job Site Address <input type="checkbox"/> Alternate Address (complete below):			Attention to:
Alternate Pay Address:	City:	State:	Zip Code:

SECTION 3: JOB SITE INFORMATION

Job Site Name:		Customer Project Contact Name:	
Job Site Street Address (physical location):		Customer Project Contact E-mail:	
City:	State: WI	Zip Code:	Customer Project Contact Telephone:
Electric Provider at Job Site:		Electric Provider Primary Acct #:	
Natural Gas Provider at Job Site:		Natural Gas Provider Primary Acct #:	
Project Installation/Service Date:	Describe Building Use (e.g.: Food processing plant):	For questions about this application contact: <input type="checkbox"/> Customer Contact <input type="checkbox"/> Trade Ally	

SECTION 4: TRADE ALLY INFORMATION (See Trade Ally information section on the Program Information and Requirements page.)

Trade Ally Name:		Tax Identification Number (Complete ONE only if receiving payment, must be 9 digits):			
		FEIN: _____ - _____		OR SSN: _____ - _____	
Trade Ally Street Address:		City:	State:	Zip Code:	
Trade Ally Contact Name:		Contact Telephone:		Contact E-mail:	
Business Classification of Trade Ally (Check ONE only): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship-Individual <input type="checkbox"/> LLC <input type="checkbox"/> Other _____					

SECTION 5: CUSTOMER SIGNATURE (Please read and sign.)

Certification: The following certifications are required in order for this form to substitute for the IRS form W-9. Under penalty of perjury, I certify that:

- The number shown on this form is the correct taxpayer identification number.
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- I am a U.S. citizen (includes a U.S. resident alien).

The undersigned agrees that the stated energy-efficient measure(s) was (were) installed at the job site address listed above as part of the Focus on Energy Program. I have read and agree to the Terms and Conditions within this application. To the best of my knowledge, the statements made on this application are complete, true and correct, and I have submitted the appropriate supporting documentation to receive an incentive. **Itemized Invoice Attached**

Customer Signature:	Customer Name (Print):	Date:
---------------------	------------------------	-------

SECTION 6: APPLICATION SUBMITTAL Select the program that best describes your organization (check **ONE** only). Send or fax form to corresponding mail or e-mail address.

<input type="checkbox"/> Business Incentive Program (Customers include but are not limited to businesses, farms, schools, local governments, small to mid-sized healthcare and hospitality businesses) Focus on Energy Incentives 2923 Marketplace Drive, Suite 108 Fitchburg WI 53719-5320 Fax: 608.467.1417 E-mail: BPapps@focusonenergy.com	<input type="checkbox"/> Large Energy Users Program (Qualifying customers consistently have energy utility bills over \$60,000 per month. Typical Large Energy Users include paper and pulp, food processing, foundries, large hospitals, etc.) Focus on Energy Incentives 5609 Medical Circle, Suite 201 Madison WI 53719 Fax: 608.277.2947 E-mail: LEUapps@focusonenergy.com	<input type="checkbox"/> Chain Stores and Franchises Program (Limited to chain and franchise retail, restaurants, grocery, convenience stores) Focus on Energy Incentives 211 S. Paterson Street, Suite 170 Madison WI 53703 Fax: 608.310.6909 E-mail: CSFapps@focusonenergy.com
---	--	--

THREE YEAR COMPRESSED AIR SYSTEM LEAK SURVEY AND REPAIR INCENTIVE APPLICATION

THIS APPLICATION IS FOR EXISTING BUILDINGS ONLY.

This application expires March 31, 2014. Return signed, completed application and itemized invoice postmarked within 60 calendar days of project installation, unless an earlier date is specified by Focus on Energy. Focus on Energy incentives are subject to change. Please visit focusonenergy.com/business to ensure you are using the most current form. **Questions:** Call 800.762.7077. **Send us your feedback:** focusonenergy.com/survey.

THREE YEAR COMPRESSED AIR SYSTEM LEAK SURVEY AND REPAIR REQUIREMENTS

- Customer must sign a new three year leak survey and repair agreement to be eligible for this incentive.
- Customer must repair at least one leak for every five connected compressor horsepower. If less than one leak per every five horsepower is identified, then all leaks identified must be repaired. In the case where all identified leaks must be repaired, customer may provide written explanation for a leak that cannot be repaired and may still qualify for the incentive.
- Leaks must be repaired before application is submitted **and** Focus on Energy must receive the application within 120 days of leak survey date.
- Customers must leave leak tags in place for at least 4 months after application is submitted to allow Focus on Energy to verify leak repair if needed.
- Party receiving incentive is responsible for verifying appropriate number of leaks repaired for incentive eligibility. If the Trade Ally is receiving the incentive payment, Trade Ally must sign below, confirming that the required leaks have been repaired. Customer must always sign customer portion of application.
- This incentive is only available once per 12 month period, per customer site.
- Customers applying for Year 2 and Year 3 incentives must submit a copy of the original contract and are only eligible if they have received an incentive for Year 1 when applying for Year 2 or Year 1 and Year 2 when applying for Year 3.
- A leak log in the form of a spreadsheet must be submitted with the completed incentive application. The following data must be recorded for each leak.
 Tag Number Location Description Leak Severity (severe, moderate, small) Estimated Cost of Leak (\$/year) Repaired? Yes/No

COMPRESSED AIR SYSTEM LEAK SURVEY INFORMATION Answer **all** questions below.

What is the connected horsepower (not including backup HP)?

How many hours per year does the compressed air system operate?

Does the facility have a formal compressed air leak detection program? Yes No

What is the pressure of the air being delivered by the compressor(s)?

What would you estimate the total plant air leakage to be as a percentage of total use?

What is the estimated annual cost of compressor operation? \$ _____ per year

Based on answers to the questions above, what is estimated annual cost of compressed air leaks? \$ _____ per year

Type and model of leak detection instrument used (e.g., ultrasonic leak detector):

INCENTIVE CALCULATION

INCENTIVE REQUESTED

A. Incentive Year Applied For: Year 1 Year 2 Year 3

B. Incentive Amount - Complete One Line Only

\$8/hp Year 1 x _____ = \$

\$6/hp Year 2 x _____ = \$

\$4/hp Year 3 x _____ = \$

C. Total Cost of Survey as seen on Attached Invoice = \$

D. Maximum Incentive Amount = \$

LEAK SURVEY INCENTIVE REQUESTED
(Smallest of B, C or D)

\$

Have you included the required leak survey spreadsheet? (required to receive incentive) Yes

TRADE ALLY LEAK REPAIR VERIFICATION (If Trade Ally should receive incentive payment, please complete Section 4 on page 1 and sign statement below.)

I have verified that the required number of leaks to receive the incentive requested above have been repaired. I understand that Focus on Energy reserves the right to perform a site visit and if in the process of the site visit finds that the leaks have not been repaired, Focus on Energy reserves the right to recover the incentive dollars paid to the Trade Ally. Should this occur, it is the responsibility of the Trade Ally to directly invoice the customer for the leak survey performed.

Trade Ally Signature:

Trade Ally Name (Print):

Date:

FOCUS ON ENERGY PROGRAM INFORMATION AND REQUIREMENTS

Prescriptive Incentives

Any project with an expected incentive exceeding \$25,000 must receive written approval BEFORE project initiation or equipment purchase. Check the Focus on Energy Web site at focusonenergy.com/business or call **800.762.7077** for more information.

Custom Incentives

If your project does not fit the descriptions on this prescriptive incentive application form, it may qualify for a custom incentive which requires approval prior to project initiation and ordering equipment or issuing purchase orders. Direct inquiries to **800.762.7077** or visit focusonenergy.com/business.

Trade Ally Information

A Trade Ally represents the company who provided/installed the equipment for a project or performed the service for which a customer is seeking an incentive. Trade Allies who have signed an agreement with Focus on Energy are allowed to enjoy certain program benefits, one of which is to receive direct payment of incentives at your request. Incentives can only be paid directly to a Trade Ally if they have completed and submitted a Trade Ally Application.

The FEIN and Business Classification of the Trade Ally is required IF you received your incentive as a credit on your invoice, whereby the incentive is paid directly to the Trade Ally. In this scenario, the credit must be clearly labeled as the Focus on Energy incentive and deducted from the amount due.

If your project was completed by more than one Trade Ally (example, equipment was purchased from one Trade Ally but installed by another Trade Ally) and the incentive is being paid to you the customer, please enter the information of the Trade Ally who installed your equipment in Section 4: Trade Ally Information. If the equipment was self-installed, please enter the information of the Trade Ally from whom you purchased the equipment.

Focus on Energy works with eligible Wisconsin residents and businesses to install cost effective energy efficiency and renewable energy projects. Focus on Energy information, resources and financial incentives help to implement projects that otherwise would not get completed, or to complete projects sooner than scheduled. Its efforts help Wisconsin residents and businesses manage rising energy costs, promote in-state economic development, protect our environment and control the state's growing demand for electricity and natural gas.

FOCUS ON ENERGY GENERAL TERMS AND CONDITIONS

This is a Focus on Energy program application for use by eligible applicants ("Applicant"). Shaw Environmental and Infrastructure, Inc. is the Program Administrator for Focus on Energy ("Program Administrator") and bound by contract to Statewide Energy Efficiency and Renewable Administration, Inc. ("SEERA"). The Program Administrator, Focus on Energy and the Applicant may be individually referred to herein as a "Party" and collectively as the "Parties."

Section 1. Incentive Offer:

This Application covers products purchased and installed between April 1, 2013 and March 31, 2014. Applications must be postmarked within 60 calendar days of installation and no later than May 31, 2014. The sum of all Focus on Energy prescriptive and custom incentives for participants in the Business Incentive Program and Large Energy Users Program is limited to \$200,000 per project and \$400,000 per customer per calendar year. The sum of all Focus on Energy prescriptive and custom incentives for participants in the Chain Stores & Franchises Program is limited to \$250,000 per project and \$500,000 per customer per calendar year. Applicants should maintain a copy of this application for their personal records. Incomplete applications will be returned and will not be processed. This application must have complete information and be submitted with proof of purchase such as invoices that clearly itemize the product(s) and/or services(s) received. Purchase orders, proposals and quotes are not considered proof of purchase.

Section 2. Marketing:

The Applicant shall not use Program Administrator's or SEERA's corporate name, logo, identity, any affiliation, or any related logo including the "Focus on Energy" name, logo, or identity, for any marketing, advertising or solicitation without prior written consent of Focus on Energy. Such written consent may be withheld in Focus on Energy's sole discretion. When referencing Focus on Energy involvement with any project, the Applicant shall collaborate with Focus on Energy to prepare any press release and to plan for any news conference and agrees to provide Focus on Energy, for its written approval prior to publication, a written copy of any advertisements or promotional material regarding this program prior to publishing any such advertisements or promotional material. Focus on Energy reserves the right to publicize the Applicant's participation in the Focus on Energy program unless a written request is submitted to focusonenergy.marketing@shawgrp.com.

Section 3. Program Discretion:

Incentives are available on a first-come, first-served basis. This offer is subject to change or termination without notice at the discretion of Focus on Energy. Some Focus on Energy participating electric and/or natural gas providers have incentive programs outside of Focus on Energy. Customers of these providers might not qualify for incentives from both programs. These customers should check with their electric and/or natural gas provider to verify eligibility for dual incentives in order to comply with program rules. Focus on Energy excludes internal labor (i.e. non-contracted labor) for private companies or individuals when calculating total project costs.

Applicants who are served by a participating electric provider but not a participating natural gas provider will only qualify for incentives for electric technologies. Applicants who are served by a participating natural gas provider but not a participating electric provider will only qualify for incentives for natural gas technologies. Applicants who have both a qualifying electric provider and a qualifying natural gas provider will qualify for incentives on both electric and natural gas technologies. Applicants who use Liquid Propane (LP) or other non-qualifying fuels will not qualify for incentives for any gas technologies.

Focus on Energy reserves the right to change or discontinue this program at any time without notice. Focus on Energy also reserves the right to withhold incentive payment until identified problems with a project are resolved and to withhold or terminate an incentive payment due to any party's failure to follow any and all applicable terms and conditions, rules, or procedures. The acceptance of incentive applications and qualification of systems is determined solely by Focus on Energy and acceptance of this application does not guarantee payment of an incentive. In the event that SEERA terminates, for any cause, Program Administrator's contract with SEERA, which terminates Program Administrator's right to act as Program Administrator of the Focus on Energy Program, responsibility for this Application shall be transferred to the new Program Administrator.

FOCUS ON ENERGY GENERAL TERMS AND CONDITIONS

Section 4. Disclaimers, Representations, and Warranties:

Focus on Energy, the Program Administrator, and SEERA (collectively for this section "Focus on Energy") do not endorse any particular Trade Ally, manufacturer, product, system, or design by offering an incentive. Focus on Energy is not responsible for any tax liability imposed on the recipient as a result of the payment of incentives. Focus on Energy makes no representation or warranty, and assumes no liability with respect to the quality, safety, performance, or other aspect of any design, consulting, product, system, equipment, or appliance installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Focus on Energy does not guarantee that installation and operation of incentivized measures will result in reduced energy usage or in cost savings. Focus on Energy is not responsible for the proper disposal/recycling of any waste generated as a result of this project. Focus on Energy is not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of the products, equipment, or appliances, or the installation thereof.

Section 5. Monitoring, Verification, Record Keeping, and Right to Inspect:

Focus on Energy evaluates program efficacy by monitoring energy use/production prior to and after installation of your energy efficiency or renewable energy project. Focus on Energy, and its designated representatives, shall have the right to monitor energy use/production prior to and after installation of the project or to perform an inspection of project records or the project itself to evaluate program efficacy for a period of two years from the date of incentive payment. The Applicant's signature on this application provides Focus on Energy approval to obtain energy data directly from your electric and/or natural gas provider(s). The Applicant and its subcontractors shall maintain accurate records of the project work (e.g., installation records, invoices, and maintenance information) that is performed hereunder for a period of two years from the date of incentive payment.

Section 6. Indemnification:

Applicants agree to protect, indemnify, defend and hold harmless Focus on Energy, Program Administrator, SEERA, the State of Wisconsin and participating utilities, their respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, against all losses, damages, expenses, fees, costs and liability arising from any program, design, consulting, product, system, equipment, or appliance. The Applicant agrees that such obligations under this section shall survive any expiration or termination of this Application and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, the Applicant agrees to limit Program Administrator's liability to the Applicant for any reason to the total amount of the payments identified in this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Applicant hereby expressly waives the right to specifically enforce this Application.

Section 7. Misrepresentation:

Making false statements on any Focus on Energy incentive application is punishable by law. Any person who knowingly files an application containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Any and all funds determined, in Focus on Energy's sole discretion, to have been acquired on the basis of fraudulent or misrepresented information must be fully returned to the Focus on Energy program. Should the Applicant or its representative apply for and receive duplicate payment, Focus on Energy reserves the right to recover payments made in excess of the entitled incentive. This section shall not limit other remedies that may be available for the filing of false or fraudulent applications.

Section 8: Miscellaneous:

(1). **Governing Law.** This Application shall be governed, construed and enforced in accordance with the internal laws of the State of Wisconsin, without regard to any law of conflicts that may direct the application of the laws of another jurisdiction. The Applicant irrevocably submits to the original jurisdiction of the state and federal courts sitting in Madison, Wisconsin with regard to any controversy in any way relating to the execution, delivery or performance of this Application that is not resolved by Arbitration. Suits, claims or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else. The exclusive venue for any dispute or controversy arising under this Agreement shall be the Dane County, Wisconsin Circuit Court or the Federal District Court for the Western District of Wisconsin.

(2) **Compliance with Applicable Laws.** The Applicant shall at all times comply with and observe all federal and Wisconsin state laws and published circulars, local laws, ordinances, rules and regulations which are in effect during the period of this Application and which in any manner affect the performance of this Agreement. This Application shall be construed and enforced, in accordance with the laws of the State of Wisconsin and the laws of the United States. All references to statutes or regulations contained in this Application shall be construed to include successors thereto.

(3). **Assignment.** Focus on Energy may assign, transfer or convey this Application or any of Focus on Energy's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the consent of the Applicant.

(4). **Severability.** If any provision of this Application is illegal, invalid, or unenforceable under present or future laws effective during the term of this Application, that provision shall be fully severable and this Application shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Application. The remaining provisions of this Application shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, this Application shall be reformed to include as a part of this Application a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.

(5). **Risk of Loss.** Focus on Energy and Program Administrator at no time assumes risk of loss for any personal property of the Applicant.

(6). **Waiver.** Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.