

## 2022 Boiler and Furnace Tune-Up Special Initiative Application

### CUSTOMER INFORMATION *(Please complete all fields.)*

Company Name: <i>(as it appears on utility bill)</i>				Tax Payer ID <i>(FEIN or SS#)</i>			
Contact		Email			Phone Number		
Mailing Address				City		State <b>MI</b>	ZIP
Utility Account Number (1)	Natural Gas Utility SEMCO ENERGY Gas Company			Annual Hours of Operation		Date of Service <i>(required)</i>	
Installation Address (1)				City		State <b>MI</b>	ZIP
Utility Account Number (2)	Natural Gas Utility SEMCO ENERGY Gas Company			Annual Hours of Operation		Date of Service <i>(required)</i>	
Installation Address (2)				City		State <b>MI</b>	ZIP
Utility Account Number (3)	Natural Gas Utility SEMCO ENERGY Gas Company			Annual Hours of Operation		Date of Service <i>(required)</i>	

### PAYMENT RELEASE AUTHORIZATION *(OPTIONAL)*

Complete this section ONLY if rebate payment is to be paid to an entity other than the customer (utility account holder).

I AM AUTHORIZING THE PAYMENT OF THE REBATE TO THE THIRD PARTY NAMED BELOW AND I UNDERSTAND THAT I WILL NOT BE RECEIVING THE REBATE PAYMENT. I ALSO UNDERSTAND THAT MY RELEASE TO A THIRD PARTY DOES NOT EXEMPT ME FROM THE PROGRAM REQUIREMENTS OUTLINED IN THE TERMS & CONDITIONS.

Customer Signature:		Print Name		Date	
Payee: Company / Individual Name		Phone Number			
Mailing Address		City		State	ZIP
Payee Tax Payer ID <i>(SSN/FEIN)</i>		Tax Status—Corporation <i>(Inc., LLC, etc.)</i>			

### FINAL APPLICATION CHECKLIST & CUSTOMER AGREEMENT

#### Final applications must have complete information and be submitted with:

- ☐ The entire completed application
- ☐ Copy of customer's SEMCO utility bill (all accounts with associated boilers and/or furnace requesting a rebate)
- ☐ Customer signature with date of service
- ☐ Contractor signature (if contractor is the payee)
- ☐ Invoice from the servicing contractor and/or vendor for the project which includes a separate line item for each location.
- ☐ A boiler/furnace tune-up form and Checklist completely filled out.
- ☐ Copy of payee's W9
- ☐ Manufacture OEM specification sheet verifying MBH (picture of energy nameplate acceptable if spec. sheet cannot be located)

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS ACCURATE AND COMPLETE, ALL RULES OF THIS REBATE PROGRAM HAVE BEEN FOLLOWED, AND I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS

I AGREE TO VERIFICATION OF SERVICE WHICH MAY INCLUDE A SITE INSPECTION BY A PROGRAM OR UTILITY REPRESENTATIVE. I UNDERSTAND THAT I AM NOT ALLOWED TO RECEIVE MORE THAN ONE REBATE FROM THIS PROGRAM ON ANY PIECE OF EQUIPMENT. I HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS, AND RELEASE THE UTILITY FROM ANY ACTIONS OR CLAIMS IN REGARD TO THE INSTALLATION, OPERATION AND DISPOSAL OF EQUIPMENT (AND RELATED MATERIALS) COVERED HEREIN, INCLUDING LIABILITY FROM ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE.

Customer Signature:	Print Name	Date
Contractor Signature <i>(required if contractor is Payee):</i>	Print Name	Company Name

# Terms and Conditions

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the "Agreement") are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof ("CLEAResult"), and Customer for the purpose of evaluating and installing energy efficient measures ("EEM") under the Program funded by SEMCO Energy Gas Company ("Sponsor"). CLEAResult and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties acknowledge and agree that the state regulatory governing body (the "MPSC"), Sponsor and Contractor are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. ACCESS AND PARTICIPATION.** Customer agrees to support CLEAResult and Contractor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install EEM using Program rebates. Customer agrees to allow CLEAResult and Contractor to access its facilities, energy use and cost information, including information and data from Sponsor, for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they have obtained the property owner's permission to install EEM under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates or services for any EEMs installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor in its sole discretion.

**2. ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period.

**3. REBATE PAYMENT.** Customer acknowledges that rebates will be paid by Sponsor only if: (a) Customer(s) and installed EEM(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) EEMs are installed in eligible project sites; and (c) EEMs are installed at a project site that has not received rebates from any other of Sponsor's energy efficiency programs for the same EEM(s). Customer understands that Sponsor, in its sole discretion, may withhold rebate payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Rebate amounts may not exceed 75% of the EEM, including materials, external labor, permits, equipment rental or disposal. Customer rebates will not be provided for projects with less than a 1-year simple payback or greater than an 8-year simple payback. Rebates are based on energy savings and may be limited by the annual customer cap. Rebates are subject to available program funding and only one rebate will be granted for each project. Customer remains solely responsible for any tax liability related to the EEM and the rebate payment. The Program must receive 100% of the energy savings for the rated life of the product(s) or for a period of three (3) years from the receipt of rebate, whichever is less. If the energy savings is not provided, the facility in which the installed projects are located closes or ceases operation within three (3) years from receipt of rebate, or Sponsor ceases to be the energy provider for the facility during the three (3) years, a prorated amount of the rebate will be refunded.

**4. AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, Contractor, Sponsor and the MPSC to access its facilities for the purpose of confirming Customer's participation in the Program, inspecting installed EEM, and verifying the energy savings achieved through the Program. Customer agrees to cooperate with CLEAResult, Contractor, Sponsor and the MPSC, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring, at its expense, within the timeframe provided by the Program.

Customer understands that any rebates may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EEM is installed in accordance with all applicable federal, state and local laws and manufacturer's specifications.

**5. CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Unless otherwise required by law or this Agreement. Only the Contractor, Sponsor and the MPSC shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval. Customer agrees Sponsor may utilize Customer's information in preparing reports and documentation concerning the Program and that such information, aggregated with other data, may be provided to third parties, including the MPSC, as permitted by law.

**6. NO WARRANTY.** CLEAResult, Sponsor and the MPSC make no representations, endorsements or warranties, and assume no liability with respect to quality, safety, performance, design, energy savings, or other aspect of any EEM installed pursuant to this agreement and expressly disclaim any such representation, warranty or liability, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. Nothing in this agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. Neither the MPSC, Sponsor, nor CLEAResult shall be responsible for costs or corrections of conditions already existing in the facilities inspected which fail to comply with applicable laws and regulations.

**7. INDEMNIFICATION; LIMIT ON LIABILITY.** Customer agrees to indemnify, defend and hold harmless the MPSC, Sponsor and CLEAResult against all loss, damages, costs, including attorney fees and liability arising from any claims related to any products installed or services performed during the installation or maintenance of EEM. Neither the MPSC, Sponsor, CLEAResult, nor customer shall be liable to each other for any incidental, special, indirect or consequential damages related to this agreement. Customer releases Sponsor from any and all claims it may have related to the EEM, the Program and/or this Agreement.

**8. MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Michigan, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.

**Eligibility:** Boiler Tune Up rebates are offered to qualifying SEMCO customers only while funding is available. Projects must be implemented, and all paperwork submitted by December 1, 2022 unless prior written authorization has been provided. Boiler size must be greater than 110 MBH. Boilers must meet the minimum number of annual operating hours.

<b>Tune-Up Type</b>	<b>Rebate/MBH</b>	<b>Min. Annual Operating Hours</b>
<i>Process Boiler Tune-Up</i>	<i>\$0.53</i>	<i>4,745</i>
<i>Process Boiler Tune-Up (Pool and SPA)</i>	<i>\$0.44</i>	<i>8,760</i>
<i>Process Burner Tune-Up</i>	<i>\$0.35</i>	<i>4,745</i>
<i>Domestic Water Heater Tune-Up</i>	<i>\$0.40</i>	<i>8,760</i>
<i>Drycleaner Boiler Tune-Up - Kettle</i>	<i>\$0.55</i>	<i>2,192</i>
<i>Drycleaner Boiler Tune-Up - Tube</i>	<i>\$1.75</i>	<i>2,166</i>
<i>Boiler Tune-Up - HVAC</i>	<i>\$0.35</i>	<i>Must be Primary Heat Source</i>
<i>O+M Tune-Up - Furnace only</i>	<i>\$0.53</i>	<i>Must be Primary Heat Source</i>

Process (including Drycleaner) Boilers and Burners must show a combustion efficiency improvement post tune up. Please note, boilers and burners are only eligible to receive a rebate for a tune up every 24 months. If you are uncertain of when your boiler has received a rebate in the past, please contact your Energy Advisor. Customer may be required to participate in an exit interview to identify rebate opportunities and document a Joint Energy Efficiency Plan (JEEP).

**Note that Bonuses may be available for your Tune Up project.** Please contact your Energy Advisor for current bonus schedule.

# BOILER TUNE-UP FORM AND CHECKLIST

	Boiler 1	Boiler 2	Boiler 3
Make/Model			
Serial No.			
Boiler Location			
Unit Input capacity (MBH)			
Annual Operating Hours			
Boiler Type (hot water, low pressure steam, or high pressure steam)			
Boiler Usage (select one – Process, DHW, HVAC, Drycleaner/kettle, Drycleaner/tube)			

The contractor or technician performing the tune-up needs to initial that each of the following requirements has been completed.			
Measure combustion efficiency <b>prior</b> to tune-up using an electronic flue gas analyzer			
Include a copy of the combustion analyzer test			
Adjust air flow and reduce excessive stack temperatures			
Adjust burner and gas input, manual, or motorized draft control			
Clean burners, combustion chamber, and heat exchanger			
Seal combustion chamber			
Clean and inspect burner nozzles			
Check for proper venting			
Complete visual inspection of system piping and installation			
Check safety controls			
Check adequacy of combustion air intake			
Measure combustion efficiency <b>after</b> tune-up using an electronic flue gas analyzer			

Required for all Boilers	Pre	Post	Pre	Post	Pre	Post
Combustion efficiency						
Stack temperature						
Oxygen level						
Carbon dioxide						
Carbon monoxide						
Technician Name			Date of Service			

# FURNACE TUNE-UP FORM AND CHECKLIST

	Furnace 1	Furnace 2	Furnace 3
Make/Model			
Serial No.			
Furnace Location			
Unit Input capacity (MBH)			
Annual Operating Hours			
Furnace Rated Efficiency			

The contractor or technician performing the tune-up needs to initial that each of the following requirements has been completed.			
Measure combustion efficiency <b>prior</b> to tune-up using an electronic flue gas analyzer			
Include a copy of the combustion analyzer test			
Check and adjust airflow and fan speed control for correct temperature rise			
Clean heat exchangers and inspect for cracks or separation			
Check and replace air filters			
Clean and inspect burner nozzles			
Check for proper venting			
Complete visual inspection of system and installation			
Check safety controls			
Check adequacy of combustion air intake			
Measure combustion efficiency <b>after</b> tune-up using an electronic flue gas analyzer			

	Pre	Post	Pre	Post	Pre	Post
Combustion efficiency						
Stack temperature						
Oxygen level						
Carbon dioxide						
Carbon monoxide						
Technician Name	Date of Service					