



Arizona *Smarter Greener Better*[®] Distributed Generation Program Rebate Application

Southwest Gas Corporation (Southwest Gas or SWG) is offering Distributed Generation rebates to eligible Arizona customers for qualifying combined heat and power (CHP) systems. Long-term energy savings can be realized throughout the life of the CHP equipment.

Instructions

Section 1 of the Rebate Application (Application) must be submitted and approved by Southwest Gas prior to the installation of the CHP system in order to remain eligible for a rebate under the Program. Southwest Gas will pay any eligible rebate once all applicable sections of the Application and supporting documentation have been processed and approved (refer to the Program terms and conditions for detailed information).

A Rebate Claim Package, which includes a Rebate Claim Form signed by both the installer and the Customer, and all supporting documentation required by Southwest Gas, must be provided to Southwest Gas after Sections 1 and 2 of the Application have been approved before any eligible rebate will be paid.

Step 1	Rebate Reservation	Section 1
Step 2	Proof of Project Milestone	Section 2
Step 3	Rebate Claim Package	Section 3

Application Submissions

The Application and all document submissions may be submitted to Southwest Gas by email or regular mail, or a combination of the two, using the below addresses. **No faxed or hand-delivered Applications will be accepted.**

Southwest Gas AZ CHP Program (LVB-105)
P.O. Box 98510
Las Vegas, NV 89193-8510
E-mail: energyefficiency@swgas.com

Email submissions should meet the following requirements:

- Each document must be a separate file
- All documents must be submitted in “.pdf” format.
- Files must use the following naming convention identified in Steps 1 – 3 above: *Document Name_SWG Account Customer Name*
 - Example *Rebate Reservation_John Doe* or *Proof of Project Milestone_Joe Doe*
- It is acceptable to submit legible scanned copies of the original signed documents. All forms requiring signatures from multiple parties must have all signatures submitted on one document.
- Email Subject line must be titled *SWG Application-SWG Account Customer Name*
 - Example *SWG Application – John Doe*
- Email size should not exceed 7MB in size. If total file sizes exceed 7 MB, additional emails may be sent containing the remaining files. Applicants can submit all or part of an Application via regular mail; however, the Rebate Reservation will be considered incomplete until receipt of all documents by Southwest Gas. Applicants must identify in their email submission any documents that will be delivered via regular mail.

If you have any questions regarding this Application, please contact Southwest Gas Key Account Management at (602) 395-4082 for the Phoenix Metro area or (520) 794-6438 for southern Arizona, Monday through Friday 8 a.m. to 5 p.m. MST. Additional program information is available online at www.swgasliving.com/efficiency/az.

Section 1 – Rebate Reservation

Important: Please provide all requested information. Incomplete Applications will be returned.

Customer Information

Please complete the following questions regarding the Southwest Gas account customer (“SWG Account Customer”).

Name (as shown on your tax return) _____

Address _____ City _____ State _____ ZIP Code _____

Check appropriate box for federal tax classification:

Individual / Sole Proprietor C Corporation S Corporation Partnership Trust / Estate

Limited liability company - enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership) _____

Other _____ Exempt Payee

Taxpayer Identification Number (TIN)

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Name on Account (as it appears on SWG bill)¹ _____

SWG Account Number¹ _____

Installation Address _____ City _____ State _____ ZIP Code _____

Customer Phone _____ Fax _____ Email _____

Project Contact Name _____

Relationship to Account Owner² _____

Contact Address _____ City _____ State _____ ZIP Code _____

Contact Phone _____ Fax _____ Email _____

Building Owner (if different) _____

Owner Address _____ City _____ State _____ ZIP Code _____

Owner Phone _____ Fax _____ Email _____

How did you hear about this Program? (select all that apply)

Bill Insert Brochure/Flyer Contractor/Retailer/Vendor SWG Representative Direct Mail Email

Online Ad Radio Social Networking Site Website Word-of-Mouth Other _____

¹ Rebate eligibility is limited to Arizona commercial customers on a commercial rate with an active meter serviced by Southwest Gas for the installation address. If the SWG Account is not yet active, leave this space blank. The active SWG Account number may be provided prior to submission of Rebate Claim Package.

² If an Assigned Applicant is applying on behalf of a SWG Account Customer, a signed letter from the SWG Account Customer must be submitted with the Rebate Application (i) describing the relationship between the SWG Account Customer and the Assigned Applicant, (ii) authorizing the Assigned Applicant to apply for the rebate on the SWG Account Customer's behalf, (iii) verifying the accuracy of the information contained in the Rebate Application, and (iv) acknowledging and agreeing to all Program terms, conditions and representations (“Authorization Letter”). For the purposes of this Application, including all terms, conditions, and representations, the term “Customer” refers to either or both the SWG Account Customer and any Assigned Applicant authorized to act on the SWG Account Customer's behalf.

Section 1 – Rebate Reservation

Prime Mover Installer Information

Please complete the following questions regarding the Installer of the CHP prime mover.

Company Name _____
Mailing Address _____ City _____ State _____ ZIP Code _____
Company Phone _____ Fax _____ Email _____
License # (s) _____ Issue Date _____ Expiration Date _____
Other Applicable Licenses and/or Certifications _____

Dealer Information

Please complete the following questions regarding the Equipment Dealer of the CHP prime mover.

Dealer is the same as the installer noted above:

Dealer Name _____
Mailing Address _____ City _____ State _____ ZIP Code _____
Dealer Phone _____ Fax _____ Email _____

Section 1 – Rebate Reservation

Utility and Operation Information

Please provide the following facility operation information and attach the 12 (most recent) monthly electric and gas utility bills showing current monthly: (a) kW demand, (b) kWh use and (c) natural gas use on-site.

Hours per day _____ Days per week _____ Weeks per year _____

Existing Equipment Information

Please complete the following questions regarding pertinent existing equipment (e.g. 3,000,000 Btu/hour boiler, etc.)

Description _____

Thermal load on site during normal operations _____ Btu/hour

Combined Heat and Power System Information

Please complete the following information regarding the proposed combined heat and power system.

Prime Mover Fuel Source Natural Gas³

Thermal Output Utilization Water Heating Only Combination Water Heating and Space Conditioning

Process Load Other _____

Estimated Completion Date _____ Estimated Life of CHP system _____ years

³ Prime mover fuel source must be natural gas to qualify for the Program.

Projected Energy Savings and Fuel Efficiency

Please complete the following information regarding the projected energy savings and fuel efficiency of the proposed combined heat and power system.

Estimated reduction in kW demand _____ kW

Estimated reduction in annual kW-h from grid _____ kW-h/year

Estimated avoided annual energy use _____ therms/year and/or _____ kW-h/year (if applicable)

Estimated Electrical Output _____ kW x 0.003412 (a) _____ MMBtuh

Estimated used heat recovery (b) _____ MMBtuh

Estimated CHP Fuel Input (c) _____ MMBtuh

Calculated efficiency = $\frac{(a + b)}{c} * 100\%$ _____ % (use this value to determine the rebate level below)

If additional space is required, please attach additional pages to the rebate reservation documentation referencing the corresponding section title. Reference the attachment of additional pages on the original documentation (i.e.: see attached page entitled "Existing Equipment Information").

Section 1 – Rebate Reservation

Proposed System Overview (Annual)			Rated System Information (Hourly)			
Prime Mover Type ⁴			1 kW-h = 0.003412 MMBtu	Prime Mover Model Info		
Energy Input	(MMBtu)			Rated Energy Input	(MMBtu/h)	
Electric Output	(kWh)			Rated Electric Output	(kW)	
	(MMBtu)			Heat Rate (Energy Input/Rated Electrical Output)	(MMBtu/kWh)	
Recoverable Thermal Output	(MMBtu)			Total Thermal Output	(MMBtu/h)	
Utilized Thermal Output ⁵	(MMBtu)			Recoverable Thermal Output	(MMBtu/h)	
Annual System Efficiency ⁶	(%)		Hourly Rated System Efficiency ⁷	(%)		

⁴ Eligible prime movers include: steam turbines, reciprocating engines, and gas turbines. Micro-turbines and fuel cells are not eligible prime movers under the Program. If more than one prime mover, complete this page of Application for each prime mover.

⁵ Heat used from the CHP systems for the heating, cooling or process load.

⁶ Annual System Efficiency = (Electric Output (MMBtu) + Utilized Thermal Output)/Energy Input

⁷ Hourly Rated System Efficiency = (Rated Electric Output (MMBtu/hr) + Recoverable Thermal Output)/Rated Energy Input

Rebate Calculation

		\$400/kW for 60%-64.9%			
		\$450/kW for 65%-69.9%			
		\$500/kW for ≥ 70%			
CHP Rebate	*		=		
Size of Project (kW)		Rebate Level		(A)	
Rebate Cost Cap	*	50%	=		
Est. Installation Costs		% Cost Cap		(B)	
Estimated Rebate ⁸			=		(Lesser of A or B)

⁸ Total available CHP rebate is limited to up to fifty percent (50%) of the installed cost of the CHP system. Rebate amounts are further subject to available funding for the current program year, excluding administrative and outreach costs.

Proposed System Overview

Month	Anticipated Operating Hours	Input Fuel (MMBtu)	Output Electricity (MMBtu)	Recoverable Thermal Output (MMBtu)	Utilized Thermal Output	Electric Efficiency (%)	Thermal Efficiency (%)	Annual Efficiency (%)
Jan								N/A
Feb								N/A
Mar								N/A
Apr								N/A
May								N/A
Jun								N/A
Jul								N/A
Aug								N/A
Sep								N/A
Oct								N/A
Nov								N/A
Dec								N/A
Total								

Section 1 – Rebate Reservation

Breakdown of Recovered Thermal Output (Specify in the Detailed Feasibility Study to be attached to the Application the type of fuels that are being displaced and the respective equipment efficiency)

Month	Process Heating (MMBtu)	Process Cooling (MMBtu)	Space Heating (MMBtu)	Space Cooling (MMBtu)	Domestic Hot Water (MMBtu)	Other (MMBtu)	Total (MMBtu)
Jan							
Feb							
Mar							
Apr							
May							
Jun							
Jul							
Aug							
Sep							
Oct							
Nov							
Dec							
Total							

Existing Natural Gas Usage

Please provide the maximum natural gas usage for all existing equipment.

Existing Total Connected Load _____ MMBtuh

Existing Annual Natural Gas Used _____ MMBtu per year

Projected Natural Gas Usage

Please provide the estimated maximum natural gas usage for the proposed CHP system. Include all expected added natural gas loads that are a part of this project (expected added load by Southwest Gas).

Estimated Maximum Natural Gas Fuel Input _____ MMBtuh (meter sizing/infrastructure)

Estimated Annual Natural Gas Used by CHP _____ MMBtu per Year (gas rate)

Section 1 – Rebate Reservation

Project Costs

Please enter all CHP system capital costs in the table below. Break out costs should add up to total installed CHP system turnkey cost. Turnkey line item costs should include any administrative and markup costs. Where a listed component or construction cost is not included in CHP project design enter "N/A." Where a listed component or construction cost is provided within another line item, please enter "included."⁹

1) CHP System Component	Cost	2) Design/Construction/Labor and Materials	Cost
Prime Mover	_____	Engineering	_____
Fuel Compressor	_____	Site Preparation	_____
Black Start Capability	_____	Buildings	_____
Generator	_____	Construction Labor	_____
Heat Recovery	_____	Materials	_____
Cooling Tower or other Heat Dump	_____	Exhaust Stack	_____
Absorption Chiller	_____	Electrical Tie-in	_____
Desiccant	_____	Mechanical Tie-in	_____
Controls	_____	Grid Interconnection Devices	_____
Sound Attenuation	_____	Permitting Fees	_____
Inlet Air Handling	_____	Other	_____
Vibration Isolation	_____	Total Equipment Costs from Column 1	_____
Emission Controls	_____		
Other	_____		
Total Equipment Costs	_____	Total Installation Costs	_____

⁹ An RFP or quote may be substituted for the above table.

Section 1 – Rebate Reservation

Terms and Conditions

Southwest Gas is implementing the Program to provide qualified customers with rebates to facilitate the installation of qualifying CHP equipment. The following terms and conditions apply to the Program:

1. To qualify for rebates through the Program, the participant must:
 - a. Be a commercial Southwest Gas customer located within its Arizona service territory and have an active SWG account on an approved rate schedule and subject to the rates established by the Southwest Gas Arizona demand-side management surcharge adjuster mechanism.
 - b. Submit a complete Rebate Reservation (Section 1 of the Application) prior to the purchase and installation of eligible equipment and receive written approval from Southwest Gas before installing any eligible equipment to remain eligible for any rebates under the Program. After receiving written approval and installing the eligible equipment, the participant must submit a complete copy of all other applicable sections of the Application and any required supplemental documentation.
 - c. Abide by Program rules, eligibility requirements, and rebate levels in effect as of the date of Rebate Reservation approval.
 - d. Provide a valid federal tax identification number.
2. Eligible equipment must:
 - a. Be located on property within the Arizona service territory of Southwest Gas.
 - b. Be installed on a permanent surface for a building which is connected to the Southwest Gas distribution system.
 - c. Be installed in conformity with the manufacturer's specifications and all applicable federal, state and local laws, codes and standards.
3. Program participation requirements include:
 - a. Customer must submit a complete Rebate Reservation. If the Rebate Reservation is determined by Southwest Gas to be incomplete or require clarification, Southwest Gas will request additional information from the Customer. Customer then has 20 calendar days after receipt of the request to submit the requested information, or Southwest Gas will reject the Rebate Reservation. Customer may resubmit a Rebate Reservation for the CHP system to Southwest Gas; however, all re-submittals will be treated as a new Rebate Reservation and be processed in sequence with other new submittals.
 - b. Within 30 days after receipt of a complete and eligible Rebate Reservation, Southwest Gas will issue a Conditional Reservation Letter for an approved CHP system that specifies the dollar amount of the rebate reserved for the CHP system and the expiration date by which the CHP system must be purchased, installed, operational, and reported to Southwest Gas as outlined in the Application. The expiration date of the reservation will be:
 - i. 12 months after the date of issuance of the Conditional Reservation Letter.
 - c. Customers must:
 - i. Submit within 90 calendar days of the Conditional Reservation Letter completed Proof of Project Milestone (Section 2 of the Application) documenting the installation progress of the CHP system and demonstrating that the installation is progressing and that there is a sustained

Section 1 – Rebate Reservation

Terms and Conditions

commitment to complete the installation of the CHP system within 12 months after the date of the Conditional Reservation Letter.

- (1) If the Proof of Project Milestone is not submitted by the Customer by this deadline the Application will be rejected. Customers may resubmit a Rebate Reservation for the CHP system to Southwest Gas; however, all re-submittals will be treated as a new Rebate Reservation and be processed in sequence with other new submittals.
 - (2) If the Proof of Project Milestone is determined by Southwest Gas to be incomplete or require clarification, Southwest Gas will request additional information from Customer. Customer will then have 20 calendar days after receipt of the request to submit the requested information, or Southwest Gas will reject the Application. Customer may resubmit a Rebate Reservation for the CHP system to Southwest Gas; however, all re-submittals will be treated as a new Rebate Reservation and be processed in sequence with other new submittals.
 - (3) If the Proof of Project Milestone is complete and approved, Southwest Gas will issue a Confirmed Reservation Letter. The Confirmed Reservation Letter will detail project specific commissioning requirements.
- d. After the CHP system has been purchased, installed and placed into operation, Customer must submit to Southwest Gas the Rebate Claim Package (Section 3 of the Application).
- i. If the Rebate Claim Package is not submitted by the Customer prior to the Confirmed Reservation Notice expiration date, the Application will be rejected. Customer may resubmit a Rebate Reservation for the CHP system to Southwest Gas; however, all re-submittals will be treated as a new Rebate Reservation and be processed in sequence with other new submittals.
 - ii. If the Rebate Claim Package is determined by Southwest Gas to be incomplete or requires clarification, Southwest Gas will request additional information from Customer. Customer will then have 20 calendar days after receipt of the request to submit the requested information, or Southwest Gas will reject the Application. Customer may resubmit a Rebate Reservation for the CHP system to Southwest Gas; however, all re-submittals will be treated as a new Rebate Reservation and be processed in sequence with other new submittals.
4. Program rebate levels for qualifying installations are stepped and will be paid according to the information presented in Table 4.1, below, in the order in which eligible Rebate Reservations are received.

Table 4.1: Stepped Program Rebate Levels

Minimum Efficiency of CHP System (%)	Rebate Payment Level (as approved by Southwest Gas)
70%	Up to \$500 per kilowatt
65%	Up to \$450 per kilowatt
60%	Up to \$400 per kilowatt

5. Funding for the Program is available only on a first-come, first-served basis, until allocated funds for the current Program year are distributed to qualifying Customers of Southwest Gas Corporation for qualifying CHP systems. Southwest Gas reserves the right to modify, terminate, or suspend the Program without notice.
6. Total available CHP rebate is limited to up to fifty percent (50%) of the installed cost of the CHP system as approved by Southwest Gas.
- a. Customer's internal labor costs are not reimbursable.

Section 1 – Rebate Reservation

Terms and Conditions

- b. Decontamination and decommissioning (D&D) costs are not eligible for reimbursement, whether such work is performed prior to, or subsequent to, installation of the CHP system.
 - c. Customer's remodeling or building costs are not reimbursable.
7. Energy efficiency savings and benefits must be sustained for a minimum period of three (3) years. Customer agrees that if: (a) the CHP system is removed; (b) the CHP system is not operated at the required efficiency; or (c) the CHP unit is not operated for required three-year period, then Customer will reimburse Southwest for a prorated amount of the incentive funds received, based on the actual time the CHP system was not installed or operating at the required efficiency (or for the full amount of incentives received if the CHP system was never installed or operated).
8. Southwest Gas reserves the right to inspect and/or meter the installed equipment for compliance with Program requirements. Inspection and/or metering may include a telephone survey and/or site visit at any time up to two years after installation for quality control. Customer shall allow Southwest Gas, its agents and their subcontractors reasonable access to and egress from the installation site during normal business hours for such purposes. If selected for inspection, the rebate may be withheld pending outcome of the inspection. If the installation is found to be in compliance with Program requirements, the rebate will be paid. If the installation is not in compliance, Southwest Gas will request additional information and/or identify any deficiencies from Customer. Customer will then have 20 calendar days after receipt of the request to submit the requested information and/or remedy the identified deficiencies, or Southwest Gas will reject the Application. Customer may resubmit a Rebate Reservation for the CHP system to Southwest Gas; however, all submittals will be treated as a new Rebate Reservation and be processed in sequence with other new submittals.
9. Southwest Gas retains the right to make final determination of customer eligibility, equipment eligibility, system savings, and rebate amounts. Rebate amounts are subject to available funding for current Program year, excluding administrative and outreach costs.
10. One rebate check will be issued per approved Application to the entity specified on the Application.
11. Qualifying CHP equipment eligible for a rebate under the Program may not be eligible for rebates or credits under any other Southwest Gas program.
12. Southwest Gas is not responsible for items lost or delayed in the mail, or any rebate delayed due to an incomplete or deficient Application.
13. Customer acknowledges that neither Southwest Gas nor its agents are responsible for any tax liability that may be imposed on Customer as a result of receipt of the rebates and Customer should consult a tax attorney to determine any potential tax consequences as a result of receiving rebates for energy efficiency savings and/or energy generation measures. Neither Southwest Gas nor its agents are providing tax advice, and no communications by Southwest Gas or its agents are intended nor shall be used for the purpose of avoiding tax liability or penalties under the Internal Revenue Code.
14. Customer acknowledges that the submission of the Application does not guarantee receipt of a rebate, and that the rebate amount will be based on the Terms and Conditions included herein.
15. Southwest Gas and its agents make no representations and provide no warranty or guarantee with respect to the design, manufacture, construction, safety, performance or effectiveness of the newly installed equipment, including without limitation, any warranties of merchantability or fitness for a particular purpose. Responsibility for delivery and workmanship related to any equipment or services Customer procures exclusively rests with the contractor selected by Customer. Southwest Gas and its agents assume no responsibility for oversight of contractor services. Customer, at its own expense, shall obtain and maintain licenses and permits needed to install eligible equipment. Failure to maintain necessary licenses and permits constitutes a material breach of Customer's obligations.

Section 1 – Rebate Reservation

Terms and Conditions

16. By signing this Application, Customer acknowledges and agrees that Southwest Gas may duplicate, disseminate, release and disclose information relating to this Application (including the entirety of its contents), and any other information related to the Customer's participation in the Program (including but not limited to billing data) to the Arizona Corporation Commission, Nexant, Inc., and any other third parties utilized by Southwest Gas to administer the Program, to verify or audit Program records or system installation, operation and results, or as otherwise required to comply with state and/or federal law.
17. By signing this Application, Customer acknowledges and agrees that Southwest Gas may recognize Customer as a Program participant in its promotional materials, and that Customer may opt-out of such recognition by sending a written request to Southwest Gas at the address provided on page 1 of this Application. Except as noted in Section 16 of these Terms and Conditions, project details will not be released without Customer's prior consent.
18. Southwest Gas shall own all data, reports, information, computer programs or other written, recorded, photographic or visual materials, or other deliverables produced in performance of the Program.
19. Notwithstanding any other provision of this Application, neither Southwest Gas nor its agents shall be liable for any type of claim, loss or damages arising out of or in any way related to the Program, whether direct, indirect, incidental, consequential, exemplary, reliance, punitive or special damages (including damages for loss of use or loss of profits), regardless of the form of action, whether in contract, indemnity, warranty, strict liability or negligence of any kind.
20. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Arizona. Customer agrees that the proper venue and jurisdiction for any cause of action relating to this Application will be Maricopa County, Arizona.
21. The Terms and Conditions set forth herein constitute a complete statement of the Terms and Conditions applicable to the Program, and supersede all prior representations or understandings, whether written or oral. Southwest Gas and its agents shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind that is not set forth herein. Southwest Gas reserves the right to modify, terminate or suspend the Program or its terms and conditions at any time.

Section 1 – Rebate Reservation

Acceptance of Terms

Under penalty of perjury, I hereby certify by my signature below that:

I have read, understood and agree to comply with all Terms and Conditions of this Application pertaining to the Program.

I am a commercial customer and I am 1) providing a correct taxpayer identification number on this form, 2) not subject to backup withholding, and 3) a US person (including US Resident Alien).

All information provided to Southwest Gas by Customer is true and correct and Customer will provide written notification to Southwest Gas immediately of any changes.

If Customer completes a fraudulent Application or mistakenly receives an amount greater than Customer was authorized to receive, Customer shall promptly refund the money to Southwest Gas.

Customer shall defend, protect, indemnify and hold harmless Southwest Gas, its board members, officers, directors, managers, associates, related firms and entities, employees, servants, and agents (the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability of every kind and character whatsoever ("claims") arising out of or incident to, or related in any way to, directly or indirectly, participation in the Arizona *Smarter Greener Better* Combined Heat and Power Program; provided however, that the Customer shall not be required to indemnify and hold harmless any Indemnified Party against claims adjudicated to have been caused by such Party's gross negligence or willful misconduct.

Any Assigned Applicant signing on behalf of the SWG Account Customer represents and warrants that he or she has the authority to bind the SWG Account Customer to these terms as evidenced by the Authorization Letter.

Signature _____
Customer/Assigned Applicant

Date _____

Printed Name _____

Title
(If applicable) _____

Business Name
(if applicable) _____

Section 1 – Rebate Reservation

Required Attachments

Please include the following attachment(s) with your Application.

Attachment

1. 12 (most recent) monthly electric and gas utility bills showing current monthly: (a) kW demand, (b) kWh use and (c) natural gas use on site.
2. A Detailed Feasibility Study ¹⁰
3. A copy of the RFP or other solicitation for the installation of the CHP system, or a copy of an executed agreement for the purchase and installation of the CHP system.
4. If Assigned Applicant is applying on behalf of the SWG Account Customer, the Authorization Letter properly signed by the SWG Account Customer must be submitted with the Rebate Application (i) describing the relationship between the SWG Account Customer and the Assigned Applicant, (ii) authorizing the Assigned Applicant to apply for the rebate on the SWG Account Customer's behalf, (iii) verifying the accuracy of the information contained in the Rebate Application, and (iv) acknowledging and agreeing to all Program terms, conditions and representations.

¹⁰ The Detailed Feasibility Study should concentrate on whether the economic benefits of CHP are considered to be worthwhile. At a minimum, it should include: the range of system options considered; project engineering and technical viability; assessments of capital and operating costs, utility rate analysis, and the achievable cost savings; reasons for selecting the proposed CHP scheme; timescale for project implementation; and financial returns. Financial returns should evaluate the project without regard to the potential rebate amount.

Section 2 – Proof of Project Milestone

Customer is required to complete and submit this section of the Application within 90 days after issuance of the Conditional Reservation Letter.

By signing below, Customer represents, warrants, acknowledges and agrees that:

- I certify that the installation of the CHP system is progressing and that there is a sustained commitment to complete the installation of the CHP system before the expiration date identified in the Conditional Reservation Letter.
- There are no material modifications to the system information previously submitted in Section 1 – Rebate Reservation that would affect the estimated savings or rebate amount.
- All information provided to Southwest Gas by Customer is true and correct and Customer will provide written notification to Southwest Gas immediately of any changes.
- Any Assigned Applicant signing on behalf of the SWG Account Customer represents and warrants that he or she has the authority to bind Customer to these terms as evidenced by the Authorization Letter.

Signature _____
Customer/Assigned Applicant

Date _____

Printed Name _____

Title
(If applicable) _____

Business Name
(if applicable) _____

Required Attachments

Please include the following attachment(s) with your Application.

Attachment

1. CHP system Project Timeline clearly showing anticipated installation and operational dates. ^{11, 12}
2. Design drawings, specifications, and a letter supporting the sound design and expected performance of the CHP system, all signed and stamped by an Arizona Professional Engineer.

¹¹ Installation Timeline must include at a minimum: Air Emissions Permit Application; Project Financing; Non–Refundable Deposit on Equipment; Equipment Procurement; Construction Permits; Equipment Delivered to site; System Installation Complete; Installed System Shakedown Complete; Full Scale System Verification (System Commissioning); and CHP Project Complete.

¹² The project plan schedule can take the form of a Gantt chart or similar chart type.

Section 3 – Rebate Claim Package

After the CHP system has been purchased, installed and placed into operation, Customer must submit to Southwest Gas a completed Rebate Claim Package. If the Rebate Claim Package is not submitted by the Customer prior to the Confirmed Reservation Notice expiration date, the Application will be rejected.

Payment Information

Complete this section to designate where rebate payment is to be directed. Any tax liability associated with rebate payments made under the Program may not be affected by an assignment of any rebate payment to another party.

Check should be made payable to:

Payee: Customer/Business Name¹³

Phone

Payee Mailing Address

City

State

ZIP Code

¹³ SWG Account Customer may designate a third party to receive the rebate payment.

Section 3 – Rebate Claim Package

Customer Signature

The SWG Account Customer and any Assigned Applicant, if any, must sign below approving submission of the Rebate Claim Package.

Under penalty of perjury, I hereby certify by my signature below that:

- All information provided to Southwest Gas is true, correct and complete, and I will provide written notification to Southwest Gas immediately of any changes.
- The Rebate Claim Package and all information included therein is accurate, complete and approved for submission to Southwest Gas.
- The undersigned shall defend, protect, indemnify and hold harmless Southwest Gas its board members, officers, directors, managers, associates, related firms and entities, employees, servants, and agents (the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability of every kind and character whatsoever ("claims") arising out of or incident to, or related in any way to, directly or indirectly, participation in the *Arizona Smarter Greener Better* Combined Heat and Power Program; provided however, that the undersigned shall not be required to indemnify and hold harmless any Indemnified Party against claims adjudicated to have been caused by such Indemnified Party's gross negligence or willful misconduct.

The undersigned has read and acknowledges and agrees to all Program terms, conditions and representations.

- I am authorizing this rebate payment to the third-party named above (if completed) and I understand that I will not be receiving a rebate payment from Southwest Gas. I also understand that my release of payment to the third party does not exempt me from the rebate requirements outlined in the Application. I also acknowledge that assignment of the applicable rebates to another party may not affect my tax liability for rebates paid by the Program.

Signature _____
SWG Account Customer

Date _____

Printed Name _____
Business Name _____
(if applicable)

Title _____
(If applicable)

Signature _____
Assigned Applicant

Date _____

Printed Name _____
Business Name _____
(if applicable)

Title _____
(If applicable)

Section 3 – Rebate Claim Package

Required Attachments

Please include the following attachment(s) with your Application.

Attachment

1. A copy of the final invoice(s) documenting all costs that includes SWG Account Customer's name and address, system description, actual installation date, installed costs, and date paid in full.
2. A copy of the Commissioning Report documenting the proper installation and operation of the proposed CHP System in accordance with the commissioning requirements detailed in the Confirmed Reservation Letter.
3. A copy of CHP system Operation and Maintenance (O&M) agreement for all covered components/equipment including company name, address, contact information, time frame, conditions (parts, labor, travel, etc.). A copy of any system component/equipment extended warranty agreement with listed coverage and exclusions, original warranty coverage, company name, address, contact information and time frame. Note: if customer plans to operate and maintain the CHP system with their own personnel, in addition to the above, provide a summary of system training provided by the equipment manufacturer(s), manual/documentation and "as-built" drawing turnover and proposed O & M schedule.
4. Proof of Authorization to Interconnect ¹⁴

¹⁴ A copy of the signed letter from the Electric Utility supplier for the project authorizing SWG Account Customer to interconnect and operate in parallel with the local grid must be submitted as proof of Authorization to Interconnect. SWG Account Customer and Assigned Applicant (if applicable) are solely responsible to submit interconnection applications to the appropriate Electric Utility interconnection department as soon as the information to do so is available to prevent any delays in system operation.