



# 2025 Program Manual Large Commercial & Industrial

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# Program overview

## Program description

Entergy Arkansas, LLC, offers a Large Commercial & Industrial Program to its qualifying customers. The program is designed to help customers who supervise industrial or commercial facilities operate their buildings more efficiently by deepening their understanding of the technical and financial benefits of energy efficiency investments. The program also helps these customers plan energy efficiency improvements for their facilities. Customers who enroll in the program may also receive technical and energy-related assistance to help them make decisions about cost-effective energy efficiency investments.

Participants who complete qualifying energy efficiency projects are eligible for financial incentives. If the participant completes one or more projects that meet the threshold requirements discussed herein, he or she may receive additional program benefits including energy benchmarking, technical assistance and communications support.

In general, the program does not prescribe technologies or end uses; instead, it provides a framework through which the participant can receive incentives for implementing and installing a wide range of measures at his or her site.

## Program objectives

The Entergy Arkansas Large Commercial & Industrial Program is designed to educate the commercial and industrial marketplace about cost-effective energy efficiency measures and promote the implementation of such measures while minimizing barriers to energy efficiency. Some program objectives are inherent to transforming the energy efficiency market while others are direct benefits that participants receive.

The Large C&I Program is designed to:

- Make energy efficiency a primary consideration for Entergy Arkansas's commercial and industrial customers by transforming the energy efficiency market through training, education and program implementation.
- Overcome market barriers to the implementation of energy efficiency projects.
- Enhance awareness of program benefits such as energy efficiency financing alternatives and energy efficiency project payback.
- Address the budget constraints and high up-front costs that typically lead Entergy Arkansas's commercial and industrial customers to rule out energy efficient technologies.
- Enhance awareness of energy efficient technologies, energy efficiency calculation tools, and measurement and verification strategies.
- Provide participants with technical assistance in order to address energy efficiency at all major utility end-uses and avoid lost opportunities where reasonable.
- Promote cost-effective energy efficiency projects that maximize net benefits to both the participant and Entergy Arkansas.
- Accumulate a list of qualified vendors and installers (trade allies) who have chosen to participate in the program and ensure that participants can access this list.
- Provide evaluation, measurement and verification resources who can adequately support the implementation of energy efficiency projects.
- Help Entergy Arkansas meet its annual energy savings goals by assisting qualified Entergy Arkansas customers with the identification and implementation of cost-effective energy efficiency measures.

## Program Benefits Include

- Free technical advice that will help participants evaluate cost-effective energy efficiency projects.
- Cash incentives for completed projects.

*To get started, please call the Energy Efficiency Solutions Center at 877-212-2420.*

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- Leverage cash incentives to help participants implement cost-effective projects.
- Streamline project delivery by providing participants with flexibility in how they receive or assign incentives (e.g., participants can assign incentives to third parties in order to offset costs; they can also split incentives for lease/lessor arrangements).

## Program contacts and roles

### Program sponsor

Entergy Arkansas

Email: [entergysolutionsinfo@entergy.com](mailto:entergysolutionsinfo@entergy.com)

Website: [entergyarkansas.com/commercial](http://entergyarkansas.com/commercial)

The program sponsor:

- Provides all funding for the energy efficiency program and the program incentives.
- Manages the energy efficiency programs and oversees implementation.

### Program implementer

CLEAResult

Contact: Energy Efficiency Solutions Center Phone: **877-212-2420**

Email: [entergyarlargecommercial@CLEAResult.com](mailto:entergyarlargecommercial@CLEAResult.com)

The Program Implementer:

- Performs outreach and education about the energy efficiency program.
- Provides energy efficiency assistance to program participants (at no cost).
- Assists program participants and trade allies with program documentation.
- Performs required on-site inspections and documentation.
- Calculates energy savings potential for identified projects.
- Assists in evaluation of financial metrics for energy efficiency projects (payback, ROI, etc.).
- Processes and delivers incentive checks.

### Program evaluators

Tetra Tech and ADM:

- Oversee program implementation to verify that savings claimed by program staff are correct, valid and adequately documented.
- May perform post-retrofit on-site inspections, measurements or phone conversations to collect data for program savings verification.
- Provides updates to program calculation methodologies through annual Technical Resource Manual updates.
- Surveys program participants to determine if program implementation is meeting their needs and expectations.
- Surveys Entergy Arkansas customers to determine if program outreach is adequately informing the market of the energy efficiency program opportunities.

### Program participant

To participate in the program, qualified Entergy Arkansas customers must:

- Execute the participation agreement.
- Contact the program implementer to schedule a facility assessment.
- Submit a project application to reserve incentives for qualifying energy efficiency projects.
- If pursuing the work through electronic auditing tools, the trade ally will provide the necessary forms for signature by the participant.
- Exert best efforts to approve, fund, install and report projects by the time communicated to the program implementation

staff (typically within the same program year).

- Contact the program implementer when projects are completed, assist in providing all necessary invoicing and closeout documentation and allow staff to perform a post-inspection.
- Provide program implementation staff, including quality assurance/quality control and evaluation staff, access to facilities and facility supervisors both before and after project completion. These staff members may conduct inspection of the baseline and/or the post-retrofit conditions as required.

### **Trade ally**

To participate in the program, trade allies must:

- Execute the Trade Ally Agreement.
- Complete required trainings and adhere to the program guidelines set out in this manual.
- If providing lighting services, the trade ally shall complete additional required electronic auditing tools training.
- Provide verification of adequate insurance coverage.
- Work with program implementation staff to take advantage of program marketing materials and technical assistance.
- Coordinate with program implementation staff to verify customer eligibility and define the scope for the energy efficiency project.
- Provide program staff with adequate project information to calculate and record the potential energy savings and participant incentives.
- Coordinate verification that the pre-inspection data provided to the program implementer is correct and validate accuracy of the savings and incentives as calculated by the implementer's staff or the tools provided by the implementer.
- Install eligible energy efficiency measures and submit appropriate documentation as requested by the program implementer.
- Perform all work according to the required standards of the program.
- ***Please see the CoolSaver Trade Ally Manual for Trade Ally details around this measure.***

# Program eligibility

## Program changes

- The following are new measure offerings within the Large C&I Program:
  - **Core Continuous Energy Improvement (Core CEI)** - Core CEI focuses on small to medium size customers to help them operate equipment they already have more efficiently by implementing no and low cost energy projects. Core CEI provides energy efficiency strategies, consulting advice and technical expertise at no additional cost to customers. This changes the way people use energy within your facility, which leads to quantifiable savings and fosters a culture of energy awareness.
  - **Mission Based Offering** - Many nonprofits and businesses lack the extra funds needed to invest in energy efficiency programs. To address this challenge, Entergy Arkansas is committed to breaking down barriers for mission-based organizations by providing accessible, cost-saving energy solutions where they're needed most. That's why Entergy Arkansas is introducing a new mission-based offering exclusively for 501(c)(3) eligible organizations. Please note that this offering does not include religious facilities.

## Participant eligibility

The Large C&I Program targets any large commercial or industrial customer who purchases retail electric service from Entergy Arkansas and has a peak demand of 100 kW or greater. The following three commercial programs target specific market sectors, and participants are encouraged to take part in these programs when they are eligible.

- The CitySmart/SCORE program targets municipalities, schools, cities, higher education facilities and other publicly funded institutions except for state and federal facilities. Participants eligible for CitySmart/SCORE should take part in this program, which is designed to address specific market needs.
- The Small Business program targets Entergy Arkansas customers with a connected peak demand of less than 100 kw. This program offers higher incentives for most energy efficiency projects to assist these smaller businesses in implementing projects with limited cash flow.
- The Agricultural Energy Solutions program targets Entergy Arkansas's agribusiness customers as identified by their Entergy account type and/or Standard Industrial Classification code. This program extends to a variety of agribusinesses including poultry, dairy, cattle, swine, Delta/row crops and aquaculture facilities.

For the purposes of this program, a customer is defined by their Entergy Business Partner number. Organizations with multiple locations are thereby considered a single customer, regardless of how many Entergy Arkansas account numbers they may have, if those accounts are aggregated to the Entergy Arkansas Business Partner number when the Federal Tax ID Number is not available.

## Trade ally participation and eligibility

Trade allies are members of various trades who meet the qualifications and standards listed below. Trade allies will have their entity name included in a list of eligible trade allies that may be given to participants and may continue to work with the program, if they maintain compliance with all requirements.

To participate, trade allies must sign a Trade Ally Agreement and receive training as required by the program guidelines. Additional training will be provided as needed to ensure the proficiency of the trade ally. The level of trade ally participation (i.e. Number and type of completed projects in which the trade ally has been involved) may be included on the trade ally list for the participants to consider when selecting appropriate trade allies for their projects. Details about training, tools and performance are listed below.

***(Please see the CoolSaver Trade Ally Manual for more details about being a Trade Ally for the CoolSaver measures)***

### Technical requirements for the trade ally

- An understanding of basic building science principles.
- Completion of program-required best practices trainings.
- Please see the CoolSaver trade ally manual for specifics on technical requirements for this measure.

### Business requirements for the trade ally

Trade allies must provide proof of appropriate and required licensing, and demonstrate the capability to conduct business successfully by providing one of the following:

- A satisfactory dun and bradstreet rating.
- Specific evidence of business capacity, including at least two of the following:
  - A satisfactory banking reference.
  - A minimum of three satisfactory professional/trade references, such as suppliers of materials, tools or credit.
  - Confirmation that the principals in the business have a satisfactory individual credit score with no outstanding liens or judgments.

### Tools required for trade ally

- Participating trade allies own, use and maintain all tools required in order to design, install and/or test materials and energy efficiency measures according to the manufacturer specifications, as well as local and industry standards.

### Quality performance requirements for trade ally

- In order to maintain trade ally eligibility, the trade ally, upon request from the program implementer, and at no additional cost to the participant, shall make reasonable repairs or corrections to work that the trade ally has performed to bring such work up to the program standards. The repairs or corrections are to be completed within the timeframe specified by the program implementer. The trade ally also agrees to take steps to ensure future work will comply with program standards.

### Trade ally documentation confidentiality

Trade allies should note that this program is in place to drive energy efficiency in the Entergy Arkansas service territory. Any program documentation collected for a proposed project within the Entergy Arkansas programs will be treated with care and will not be shared with anyone except the participant for whom it was developed. All information submitted is considered the property of the program participant and will be shared with that customer upon request unless that documentation is clearly and obviously labeled as confidential on each page of the documentation. All confidential information so labeled will be verified with the provider prior to sharing with the program participant.



# Program incentives

## Measures & incentive levels

A measure, for the purposes of calculating incentives, is a single proposed energy efficiency improvement, at either a single facility or multiple facilities. A project is a planned set of measures for a single participant (at either a single facility or multiple facilities) as listed on the project application. Both new construction and retrofit projects are eligible for incentives under this program.

There is no minimum energy savings amount to qualify a project for incentives under this program. However, in order to receive certain non-cash benefits and assistance from the program, a participant must have completed energy efficiency measures resulting in a total annual energy savings that meets or exceeds 10,000 kwh. Projects involving installed measures with outcomes below the annual savings threshold of 10,000 kwh can be submitted, but the program implementer may request that the participant assist the implementation staff by providing photos or other documentation of existing (or post-retrofit) conditions for some sites on a case-by-case basis.

All measures must be submitted to the program implementer or identified in a facility assessment and are subject to pre-inspection to qualify for incentives. The energy efficiency measures must meet the following requirements:

- Must result in a measurable and verifiable reduction in energy usage (kwh).
- Must produce energy savings through an increase in energy efficiency.
- Must be cost effective as defined by the program utility and the program implementer.
- New equipment must exceed minimum current equipment efficiency standards (standards are defined by the current version of the Arkansas Technical Resource Manual and are available upon request).
- Must not develop any savings as a result of fuel switching.

The incentive rates for this program have been designed to encourage comprehensive projects to be achieved by the participant at their locations through a tiered incentive approach. The tiered incentive approach will be used to provide additional incentives for multiple measures achieved by the participant at their locations to steer away from the frequency of single measure installations. For a measure to be eligible to escalate a project incentive, it must meet the requirements as listed above. Additional rules for measures and tiered incentives are:

- If an energy efficiency measure is installed at a single facility or at multiple facilities for the same participant, then that measure is still considered a single measure.
- An energy efficiency measure must exceed 30,000 kwh to qualify for an additional tier of incentives.
- If multiple measures are eligible for incentives, but they do not meet the minimum requirement of 30,000 kwh annual savings to qualify as tier eligible, they can be grouped together to qualify as a single measure in order to qualify the project for an additional tier of incentives as long as the total of the individual measures add up to more than the 30,000 kwh minimum. Note that only one such grouping is allowed per participant.

If, during the past program year, the participant completed measures that could qualify for tiered incentives, these projects can be counted towards receiving tiered incentives rates with new measures (as noted in the Program Changes section of this document). Previously completed measures can be paid additional incentives if they were installed from January of the previous program year to the current program year.

Because budgeting requirements may limit participants from completing multiple measures in the same program year, they will be allowed to complete measures across the next program year and still qualify for the tiered incentive rates. However, measures and tiers accomplished prior to Jan. 1 of the previous program year will not carry forward to the current program year. Note that excess/bonus incentives developed by projects can only be carried forward to the subsequent program year provided the funds are used by the year end.



No one participant designated by an individual Federal Tax ID or Entergy Business Partner number may receive over 50 percent of the annual Large C&I program incentive budget. The incentive rates are listed in the table below. These rates are set at levels that are intended to persist through year end.

If there are incentive funds still available after Aug. 1 of the current program year, a participant may exceed the 50 percent cap to fully subscribe the program upon approval by the program implementer.

**Figure 1: Incentive rates**

Large C&I	1 measure	2 measures	3 measures	4+ measures	Cap
<b>Mission Based:</b>	\$0.25	\$0.25	\$0.25	\$0.25	100%
<b>Gaskets and strip curtains:</b>	<i>Paid per LF (or SF) of damaged gasket/strip (contact program staff)</i>				100%
<b>All other measures:</b>	\$0.16	\$0.17	\$0.18	\$0.20	Up to 100%
*** Measures must be 30k kwh each for tier credit.					
*** Measure credits for tiers are only retroactive to January of the previous program year.					
*** Program Direct Install measures will count as only one tier, even if different end uses exist.					
*** Excess incentives can be leveraged against other projects (up to the cap) and can carry forward to the end of the following year.					
*** Retroactive incentives can be leveraged against other projects (up to the cap) back to January of the previous year.					
*** <b>Please see the CoolSaver Trade Ally Manual for incentive details on this measure.</b>					

The table above provides the currently applicable incentives rates and the hypothetical examples below illustrate how the tiered incentive levels will work in the Large C&I Program.

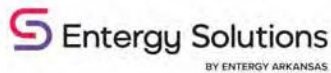
**Example 1)** A participant has identified four energy efficiency measures that they plan to install. If the participant installs all four measures in one program year, he or she will receive an incentive rate of \$0.20/kwh for the project once all the measures are installed (based on four qualifying measures each achieving 30,000 kwh or greater in annual energy use savings).

**Example 2)** A participant identifies four energy measures that they plan to install. However, due to budget constraints, scheduling conflicts or equipment delivery delays, the participant chooses to install three measures during the current program year and the remaining measure in the next program year. The incentives will be \$0.18/kwh for the first three measures in the current program year and \$0.20/kwh for the other remaining measure in the next program year (based on four qualifying measures, three from year one and one from year two). In addition, the other three measures completed in the previous program year will be paid \$0.02/kwh retroactive tier incentives in the current program year.

**Example 3)** A participant identifies two energy efficiency measures he or she plans to install. However, due to budget constraints, scheduling conflicts or equipment delivery delays, the participant chooses to install one measure during the current program year and a second measure in the next program year. Also, during the next program year, the participant installs two additional measures. The incentive rates will be as follows:

1. \$0.16/kwh for year one (first measure).
2. \$0.20/kwh for the second, third and fourth measures in year two (based on four qualifying measures overall).
3. \$0.04/kwh for retroactive tier incentives for the previous year measure.

## Project example



### The opportunity

Prime-Line, a Malvern-based manufacturer of construction products, was looking to reduce heat, humidity and machinery emissions in its facility. With this in mind, the manufacturer decided to work with Entergy Arkansas to complete a ventilation upgrade project.

### The project

Thermavent natural ventilation was installed to reduce internal building temperature without the use of a large HVAC system. Situated on the roof, the system allows excess heat from the product lines to flow naturally out of the facility through the open bay doors. That not only reduces interior heat and humidity, but also provides a manageable and comfortable working environment through all four seasons.

### The results

The project is estimated to save Prime-Line **\$34,770** annually in energy costs. The manufacturer received a total of **\$88,590** in incentives from Entergy Arkansas, greatly offsetting the project cost and putting the payback period at only 0.85 years (or just over 10 months). It wasn't just financial savings that Prime-Line received. The manufacturer has saved **495,267 kWh** annually, which is equivalent to the greenhouse gas emissions from 834,185 miles driven by an average passenger vehicle or the CO<sub>2</sub> emissions from 36.8 homes' energy use for one year, according to U.S. Environmental Protection Agency calculations. The company is so pleased with these results it already has further projects planned, including new construction, a CoolSaver<sup>SM</sup> A/C Tune-up and a compressed air installation.

### Questions?

To learn more about the Large Commercial & Industrial Program, contact the Energy Efficiency Solutions Center at **877-212-2420** or visit [entergyarkansas.com/commercial](http://entergyarkansas.com/commercial).

### Project at a glance

**495,267**

Annual kWh savings

**\$88,590**

Incentives paid

**\$34,770**

Estimated annual savings

**.85 years**

Payback period



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## Co-Funding of feasibility studies

The Large C&I program also will aid qualifying customers by co-funding feasibility studies for energy efficiency projects. A feasibility study is a comprehensive energy savings evaluation and financial analysis which can provide a participant with a cost-effective method for identifying potential energy savings associated with the installation of complex measures and processes, where prescriptive methods are not adequate.

The purpose of these studies is to evaluate the participant's opportunities for energy savings at their facility using collected data, logged data, calculation methodologies and/or computer-simulated energy models to determine if cost effective energy-saving opportunities exist within that facility or campus. However, it is understood that the entire cost of these feasibility studies may not be within the budget of the participant. The program has allocated incentive funds in the current program year to aid participants who wish to obtain these studies. It is the intent of this program that these studies provide a comprehensive review of opportunities within a facility. If more than one study is submitted for a single participant within a three-year time span, program management approval will be required for additional funding.

To qualify for co-funding of a feasibility study, a proposed study must have an estimated annual energy savings based on preliminary data and calculations that adhere to the feasibility table below. The funding reserved for these projects in the current program year will be allocated to participants on a first-come, first-served basis. Requests for funding will be handled in the same way as project applications in the case of oversubscription (see the Wait List Procedure section of this document). If the funds reserved for feasibility studies are not used by Sept. 1 of the program year, these funds may be released back into the general incentive funds for projects completed that program year.

### Feasibility tiered structure

#### Feasibility study savings\*\*

Min kWh	Max kWh	Incentive*
50,000	100,000	\$3,000
100,001	200,000	\$6,000
200,001	300,000	\$9,000
300,001	500,000	\$12,000
500,001	1,500,000	\$15,000
1,500,001	5,000,000	\$20,000

\*Full payout amounts with a total feasibility budget of \$300,000

\*Payout 40% for study submission and the remaining 60% upon project completion for cost savings

\*\*Must be M&V projects. Savings excludes "deemed" measures from the current version of the Arkansas TRM

To request funding assistance, a participant needs to enroll in the program and submit the enrollment document (see Appendix A), as well as the proposal from the consultant or trade ally preparing the study. The submission must also include a letter from the participant stating the request for feasibility study co-funding (see Appendix E) and how the participant is positioned to fund and complete any potential projects determined to be cost-effective energy efficiency measures by the feasibility study. The submission should include any pertinent background data, preliminary estimates and calculations, the feasibility study cost and a list of the expected deliverables to the participant (see Appendix D).

After review, if the feasibility study is selected for co-funding by the program implementer, the participant will be informed of the selection of the project and the co-funding amount being provided to assist the participant with the study. The program implementer will review the funding for the feasibility study on a case-by-case basis, but it is typically targeted to cover up to 100 percent of the cost of the study. Forty percent co-funding will be paid to the participant upon the completion of the study and the submission of the completed report to the program implementer. If the owner moves forward with the cost-effective recommended projects that were outlined within the feasibility study, and the savings of those projects are expected to adhere to the feasibility table above, then the program will pay the balance of the feasibility cost as an additional incentive when the projects are complete and final project incentives are paid. The maximum co-funding incentive amount for any participant in the current program year is \$20,000. In addition, no single consultant or trade ally may receive or submit for projects/studies constituting over 50 percent of the total co-funding budget during the program year.

### **Eligible measure categories for tier credits**

- Lighting and On/Off Controls (Interior, Exterior, Specialty Lighting).
- Advanced Lighting Controls (Multi-step Controls, Dimming, Task Scheduled Controls, etc.).
- Comfort Cooling HVAC/Chiller Replacement.
- CoolSaver Air Conditioner Tune-up.
- Chiller Tune-up.
- Retrofit VFD Drives for Air Handler Fans.
- Commercial Wi-Fi Thermostats
- Building Automation Controls and Retro-Commissioning.
- Retro-Commissioning Lite (rcx Lite).
- Motor Replacement (including DC/AC Conversion and EC Motors).
- Motor Drive or VFD Upgrades.
- Computer Power Management (PCPM, Server Virtualization, Server Consolidation, Data Center UPS Upgrades).
- Commercial Refrigeration Upgrades (G/SC, ASHC, Zero Energy Doors, Night Covers, Open Cases to Solid Doors).
- Direct Install (Aerators, PRSV, Showerheads, leds, Weather Stripping).
- Compressed Air Upgrades (Leak Fixes, Demand Side, Supply Side, Air Treatment, Storage, Distribution, VFD Driven Compressors, etc.).
- Industrial Controls and/or Compressed Air System Controls (Installation or Modification of Process or Compressor Controls).
- Industrial Pump/Fan Upgrades.
- Injection Molding System Upgrades (Heater Barrel upgrades, Heater Band Replacement, Heater Barrel Blankets, Injection Machine Cooling, etc.).
- Industrial Heating (Kilns, Ovens/Heaters, Drying Processes, etc.).
- Industrial Cooling (Process Chillers, Industrial Refrigeration, etc.).
- Other Industrial Process Upgrades (Non-Heating/Cooling).
- Behavioral Savings, (CEI).
- All Other Measures (Envelope Measures, Data Center Hot Aisle/Cold Aisle, etc.) That could be Measured and Verified.

Energy efficiency measures not specifically listed in the table above may be eligible under this program. Measures not specifically listed can be evaluated on a case-by-case basis and are subject to approval by the program implementer.

Some measures are available as direct-install measures. Program implementation staff will install this equipment at no cost to the participant as an incentive for this measure. These items may be paid for up to 100 percent of cost, provided the project is cost effective.

***Please see the CoolSaver Trade Ally Manual for more details on the CoolSaver measures and incentive levels.***

## **Incentive basis**

Financial incentives that may be available to a participant through the program will be based on a total annual kwh reduction. Savings will be estimated using one of several savings approaches. Unless the participant is completing the work in-house, the participant will need to select a trade ally (or other service provider) to implement the measures. The program will select and implement an appropriate savings measurement and verification plan (including installing field monitoring equipment where applicable). Participants may also submit suggested measures, along with a suggested M&V approach. As long as the approach includes adequate calculations and/or monitoring to justify savings (as determined by the program implementer) the measures will be considered for eligibility to receive incentives under this program.

**Deemed or stipulated savings:** Deemed savings are standardized savings values or simple formulas for a range of measures in representative building types. This approach is suitable for a variety of projects where energy savings may be estimated to a reasonable degree of accuracy without additional M&V. Variables such as operating hours and energy consumption of existing equipment are assumed in these cases according to previously gathered field data. For example, lighting installed through the program qualifies for a deemed savings approach, meaning that estimated energy consumption savings are determined without additional testing. Engineered savings calculations may be acceptable on a case-by-case basis subject to program approval.

**M&V option A (retrofit isolation: key parameter measurement):** For an Option A project, the main aspect that affects energy use is measured, usually with data logging equipment. Example: pump VFD installation.

**M&V option B (retrofit isolation: all parameter measurement):** For an Option B project, all aspects that affect energy use are measured. Typically, the actual energy use of the system is logged. All parameters that affect energy use, such as temperature of an HVAC system or occupancy, must be measured. A project where installed equipment will have substantial interactive effects may require the use of this M&V option.

**M&V option C (whole facility: bill analysis):** When savings are expected to be more than 10 percent of the whole building's energy use, Option C can be used. This option involves collecting at least a year's worth of utility bills or sub-meter data for a facility. Example: retro-commissioning of a facility, involving numerous operational and control changes that have complex interactions.

**M&V option D (whole facility: calibrated simulation):** Option D is for new construction or major retrofits. Instead of measuring energy use, the facility is modeled with building modeling software like eQuest. Example: a new construction project involving numerous efficiency improvements that have complex interactions.

The methodologies for savings measurement and verification described above differ in terms of detail and rigor; some are chosen based upon the predictability of equipment operation, availability of evaluation data from previous

programs and benefits of the chosen measurement and verification approach relative to its cost. Ultimately, the program implementer has the discretion to choose or confirm the M&V option that shall be utilized for the participant's projects.

## **Non-cash benefits offered under the program**

A number of non-cash benefits are available to participants. These benefits are listed below and will be offered to participants who could use them to meet their energy efficiency goals. Please contact program staff if you are interested in receiving additional benefits that have not been directly offered to you by program staff.

### **Energy performance benchmarking**

During this process, the program implementer benchmarks the participant's current energy using the U.S. EPA's ENERGY STAR® Portfolio Manager® tool. This tool provides a rating for the performance of buildings on a scale of one to 100 relative to similar buildings. Other benchmarking metrics include cost per occupant, cost per square foot, etc.

### **Technical support**

The program implementer can provide technical support to help participants assess and evaluate various energy efficiency upgrades to determine which projects are estimated to be optimal in terms of lifecycle costs. Once customers identify potential projects, the participants complete and submit a Project Application to indicate their intention to complete a project and reserve an incentive. The program implementer will provide the application form as well as assistance in completing the form (including the electronic auditing tools and software and forms for trade allies on lighting projects).

### **Education**

This includes education about the program, technologies and funding. If the participants choose to fund their upgrades with traditional funding sources, the program also offers resources designed to educate senior decision makers on how to leverage outside sources of funds through performance contracts, lease-purchase agreements and third-party financing. The program also stays up to date on local educational opportunities for energy efficiency and will communicate these to participants upon request.

### **Recognition**

The program implementer can provide news release writings and other communication support to the participant. These services are designed to inform each community about the steps that the participant is taking to improve the energy performance of their facilities, reduce their operating costs, and use their budget dollars more efficiently.

Case studies will also be developed to assist program staff and trade allies with showing the value and benefits of energy efficiency projects. The program may provide participants with copies of case studies performed at other locations. The program can also develop a case study for projects done at a participant's facility to allow for recognition within their company or for their customers to understand how they are investing in energy efficiency.

## Participation process

This program is designed to promote trade ally references as well as participation by Entergy Arkansas's new and past program participants.

- First, a potential participant must complete the participation agreement that is provided by the program implementer.
- If using the electronic auditing tools approach, the participant will be provided the required agreements for signature electronically by the trade ally.
- Once the participant completes the agreement and returns it to the program implementer, the program implementer will verify the participant's utility account and will contact the participant to schedule a pre-installation inspection either through program staff or a trade ally.
- Pre- and post-installation inspections may be performed on a case-by-case basis for each project, and appropriate measurement and verification efforts will occur to quantify the savings of projects where M&V is required for all custom projects.
- After completing the project and receiving incentives, a program evaluator and/or independent program auditor may contact the participant to verify information gathered by the program and/or to review on-site equipment installation.

***Please see the CoolSaver Trade Ally Manual for participation details for CoolSaver measures***

## Project requirements and constraints

For purposes of this program, a project is defined by a set of proposed energy savings measures included in a single project application. Projects that include multiple measure types are encouraged. Note that the participant first must execute the participation agreement to initiate the process. Ultimately, a project application will be completed by the program implementer and sent to the participant for review and approval. The project application is completed and executed by the participant and sent back to the program implementer for final approval and reservation of incentive funds. If completing a lighting project through a trade ally, the agreements and applications are executed by the participant through the electronic auditing tools. All projects must meet the following requirements:

### **Project costs benefit analysis**

Energy efficiency measures have been evaluated for cost effectiveness in the development of the measures and must pass a cost-effectiveness test to be eligible for incentives. In order to evaluate this, all project costs must be submitted to the program implementer before incentive funding can be reserved. This includes the estimated cost of the equipment and its installation.

### **Measurement and verification**

Deemed savings measures do not require measurement and verification except in specific circumstances. Other measures (non-deemed savings) may require measurement which can involve the placement of logging equipment at the participant's facility. The participant must agree to allow program staff to deploy logging equipment and collect data as required to measure and verify savings for these measures. The program is not intended to be invasive and measurement plans will be developed with an effort to minimize the impact on the participant. Logged data will remain confidential, only to be shared with Entergy Arkansas, the program evaluators and the program implementer.



## **Incentive reservation/application process**

Upon receipt of a signed project application, the program implementer will review the application for completeness and eligibility, and then send notice through electronic mail to notify the participant and/or trade ally that incentive funds have been reserved for the projects. If an inspection has not already been performed, the program implementer may also contact the participant to schedule a pre-installation inspection of the participant's facilities for the purposes of confirming the information that is submitted in the project application. The anticipated project completion date should be communicated to the program implementer. The participant should be aware that incentive payment may not be processed until the completed project has been inspected. If oversubscription to the program should arise, participants will be placed on a waiting list, in the order of when the project application, including the executed participation agreement, was received.

Participants on the waiting list may be able to reserve incentive funds for the current program year if projects are cancelled and funds become available. Otherwise, they will be eligible to reserve funds during the next program year but note that the project must be completed in the year in which the funds are reserved.

## **Incentive payment process**

### **Deemed savings measures**

Once a project receives program approval, the program implementer will document the project, process the incentive payment and send payment to the participant. For deemed savings measures, the participant will receive an incentive payment representing 100 percent of the final calculated incentive amount. If the project does not pass the approval process, new savings and incentive funds calculations will be made and the participant will be notified via e-mail. If the savings were decreased due to differences in the installation, and the work prescribed in the project application form, the participant will be given ONE opportunity to alter the installation. If the participant wishes to alter the installation, the remaining original incentive funds are still reserved, and the participant will alter the installation and contact the program implementer to schedule another post-installation inspection. If the participant does not wish to make changes to the installation, the remainder of the unpaid reserved funds will be forfeited.

Alternatively, if after the post-installation inspection, differences between the installation and the project application caused an increase in savings, the participant will be notified of the new savings and incentive amount via email. The participant will be eligible for additional funds in excess of the original project application, but only if the funds are available (if the program budget is not fully subscribed). Participants and trade allies are required to contact the program implementer to determine whether additional funds are available prior to approving the installation of measures that are not identified in your project application. Incentives are paid by check directly to the participant unless incentive assignment (Letter of Incentive Reassignment) has been executed in writing to the program implementer as explained above. This is to ensure the measures qualify for incentive funding before installation and that incentive funding will be available.

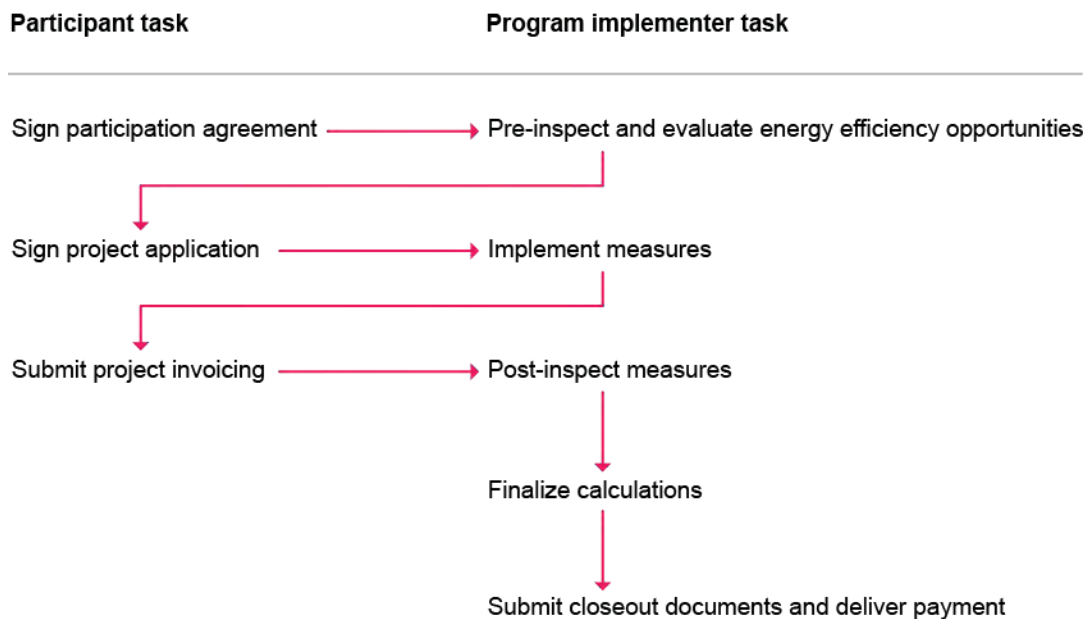
### M&V (custom) measures

If the custom measures pass post-installation inspection, the program implementer will document the project and process an installation incentive payment equal to 40 percent of the total estimated incentive amount set forth in the confirmed project application. If the custom project does not pass post-installation inspection, new savings estimates and incentive funds calculations will be made and the participant will be notified via email documenting the post-inspection results and the potential increase or decrease in the estimated incentive. Increases in reserved funds will only be made if incentive funds are still available within the program budget. Incentive reservation within the program will be altered based on these estimates upon confirmation from the participant.

The remaining incentive for custom measures will be calculated based on the final M&V report and will be paid once the M&V efforts are complete. To the extent that additional measures are installed that were not identified in the application and confirmed by the pre-installation inspection, the participant may not be eligible for additional incentive funds (as mentioned above) for these measures. Participants are required to contact the program implementer prior to installation of such additional measures to determine whether additional funds may be available. Incentive funds in excess of the estimated amount will be paid based on final calculated savings only if the program is not fully subscribed at the time of project completion.

## Incentive payment process steps

### Simple incentive process



Incentives are paid by check directly to the participant unless incentive assignment (Letter of Incentive Reassignment) has been executed in writing to the program implementer, as explained above. Incentive assignment may only be assigned to a participating trade ally in good standing.

***Please see the CoolSaver Trade Ally Manual for the incentive payment process on CoolSaver measures***

## Limits on participation

To ensure that incentives are available for multiple projects, no participant and its affiliates may receive more than 50 percent of Entergy Arkansas's program incentive budget in any program funding year. If there are incentive funds still available after Aug. 1 of the current program year, participants may exceed the 50 percent cap in order to fully subscribe the program.

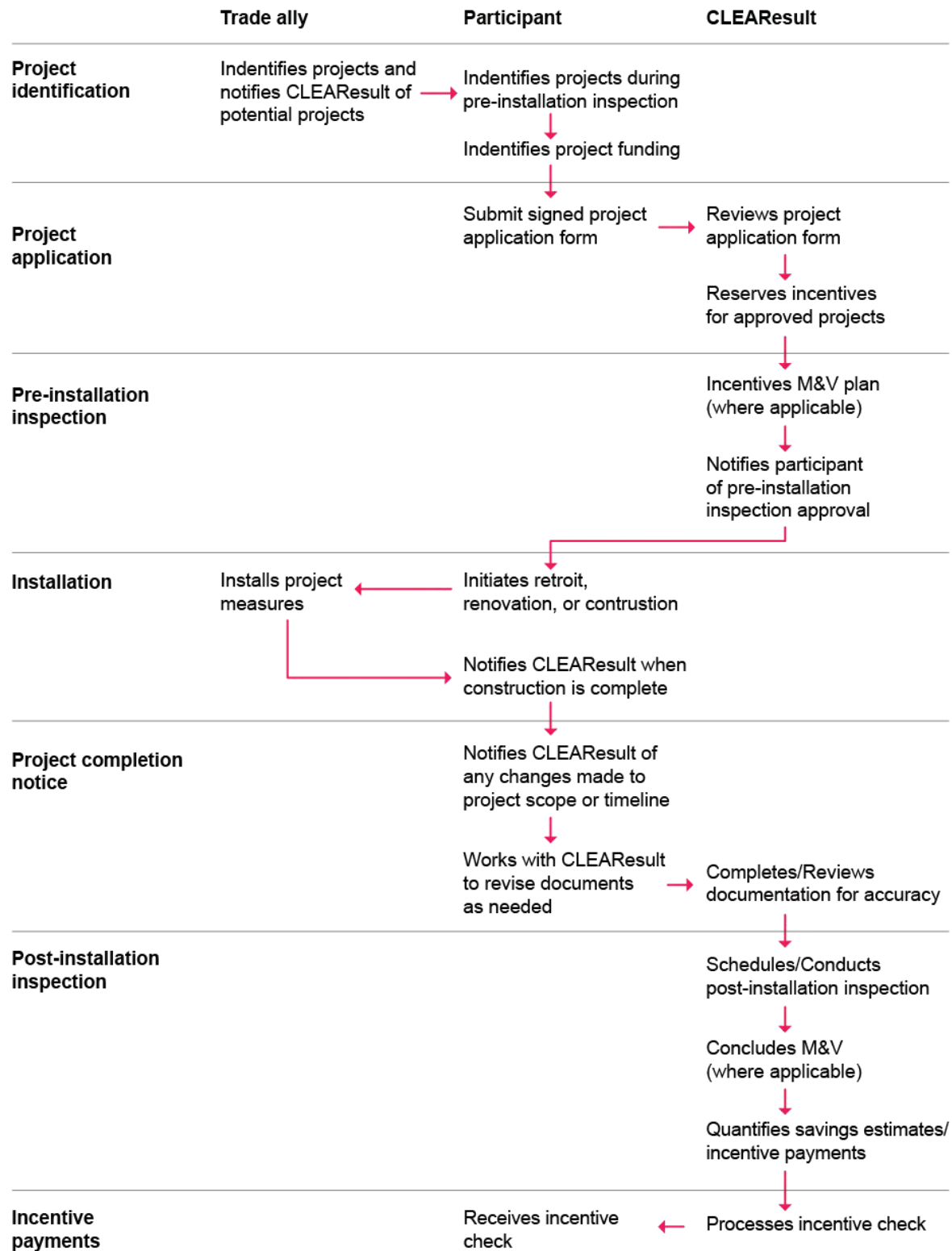
## Independent evaluation

Program metrics are subject to annual review based on regulatory requirements, independent evaluation and Verification, and other circumstances outside the control of the program, the program implementer and Entergy Arkansas. Reporting and other documentation requirements could change based upon this review.

After completing the project and receiving incentives, an independent evaluator may contact a participant to verify information gathered by the program and/or to review on-site equipment installation. An independent third-party evaluator may contact a participant immediately following the year of participation for the purposes of EM&V.

See the figure below for more details on the program process, which does not include the third-party EM&V discussed above. ***Please see the CoolSaver Trade Ally Manual for details on the CoolSaver measure process***

## Large C&I program process



# Quality management system

## Quality assurance

<b>Program process trainings</b>	Trade allies who choose to participate in the program will attend training that explains the program process and technical aspects of participation. In cases when the participant chooses to engage a contractor who does not participate in the program as a trade ally, the program implementer will only work with the participant to ensure that all steps are taken to receive an incentive.
<b>Application review</b>	Incomplete project applications will be rejected and sent back to the participant for completion. The participant will not receive a reservation of incentive funding notice until the project application is completed appropriately and confirmed (through e-mail) by the program implementer.

## Quality control

<b>Pre and post-installation inspections</b>	<p>Proposed and completed projects will be subject to an inspection as selected on a random sample basis. Typically, this random sample consists of inspecting a representative sample (10 percent or more) of the qualifying measures. If your project fails its inspection, additional inspections may be conducted to determine whether there is reasonable assurance that the project has been documented and that the actual savings can be verified. In connection with any such inspections, adjustments to the project application may be proposed for the participant to verify and respond to the program implementer (usually via email).</p> <p>Depending on the discrepancies found, the incentive amount might increase or decrease subject to the limitation described above.</p>
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## **Additional notices and disclaimers**

### **Entergy Arkansas and/or CLEAResult**

The selection of a trade ally to perform work is the sole decision of the property owner, customer and/or authorized lessee/occupant. Although a list of approved trade allies is prepared in connection with this program, inclusion of a contractor in the trade ally list for the program does not constitute an endorsement by Entergy Arkansas or CLEAResult of any product, individual or company. Work performed by trade allies is not guaranteed or subject to any representation or warranty, either expressed or implied or otherwise, by either Entergy Arkansas or CLEAResult.

Neither Entergy Arkansas nor CLEAResult makes any guarantee or any other representation or warranty expressed or implied or otherwise, as to the quality, cost or effectiveness of any products provided or works performed by any participating contractor, by any such participating contractor's employees, subcontractors or suppliers.

Energy efficiency gains are subject to several variable conditions and circumstances. While it is the intent of the program to achieve energy efficiencies at the participant's facilities, neither Entergy Arkansas nor CLEAResult guarantees or warrants that any specific energy efficiency gains will be achieved for a particular customer under the program.

### **Participating trade allies**

Each participating trade ally shall, to the fullest extent allowed by applicable law, indemnify, protect and hold harmless CLEAResult, Entergy Arkansas, their affiliates, their contractors and each of their officers, directors, control persons, employees, agents and representatives (all of the foregoing being herein referred to, individually and collectively, as the "Indemnities") from and against any and all losses, damages, claims, liabilities, costs and expenses (including attorney's fees) that may be imposed on, incurred by, or asserted against the indemnities or any of them by any party or parties (including, without limitation, a governmental entity), caused by, arising from, relating to or in connection with, in whole or in part, directly or indirectly: (a) such participating trade ally's breach of any provision of its trade ally agreement (b) such participating trade ally's act or omission that results directly or indirectly in any property damage, personal injury or death in connection with the performance of any work by such participating trade ally, (c) any violation of law by such participating trade ally or (d) the treatment, storage, disposal, handling, transportation, release, spillage or leakage by such participating trade ally of any hazardous substance in any form. THIS INDEMNITY SHALL APPLY EVEN IN THE EVENT OF THE CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE, OF ANY OR ALL INDEMNITEES.

Indemnities, respectively, at their option exercisable by written notice to such participating trade ally, may require such participating trade ally to defend any or all suits or claims concerning the foregoing.

## Definitions

**Custom measure:** An energy efficiency measure that does not have a deemed savings calculation methodology. This type of measure requires measurement and verification to accurately quantify demand and energy savings.

**EE:** Energy efficiency.

**EM&V:** Evaluation, measurement and verification (often referred to as measurement and verification, or M&V).

**Energy master planning:** The process of reviewing energy performance benchmarking reports and establishing a strategic approach to the effective use of energy, which may include the implementation of energy efficiency measures.

**Energy performance benchmarking:** A comprehensive analysis of facility energy use which provides a rating for the performance of buildings (typically on a scale of one to 100) relative to a peer group of facilities using regional data. This evaluation may be used to identify energy efficiency measures or can be used as a tool for energy master planning.

**Facility assessment:** A preliminary facility walkthrough performed by program staff or a trade ally in order to determine energy savings opportunities. An assessment does not necessarily provide adequate inspection documentation and additional on-site verification may be required for identified energy efficiency projects.

**Feasibility study:** A comprehensive energy savings evaluation and lifecycle cost analysis (prepared by a licensed engineer or other professional) that evaluates the participant's opportunities for energy savings at their facility using established calculation methodologies and computer-simulated energy models.

**Incentive:** A one-time payment to the participant (or a designated assignee) for energy efficiency projects completed through the program.

**Incentive rate:** A defined value of incentive dollars on a per-unit basis to calculate total incentive.

**Kw:** The abbreviation for kilowatt (equal to 1,000 watts), which is the unit of measurement for electrical demand or power.

**Kwh:** The abbreviation for kilowatt-hour, which is the unit of measurement for electrical energy use. One kwh is the amount of energy consumed by the use of one kw for one hour.

**Measure:** Also known as an Energy Efficiency Measure or Energy Reduction Measure, is a single proposed energy efficiency improvement, at either a single facility or multiple facilities.

**Measurement and verification:** A process of observation and measurements that establishes energy use of a proposed energy efficiency measure for both pre-retrofit and post-retrofit conditions and allows the calculation of energy savings. This process may also require gathering data on correlating factors for a specific system or facility, such as production, occupancy, operating hours or similar metrics.

**Participant:** Any non-residential Entergy Arkansas customer that has enrolled in the energy efficiency programs and who will exert best efforts to approve, fund and install projects during the program year.

**Participation agreement:** A non-binding document that, once submitted, will enroll the participant into the Large Commercial & Industrial Program offered by Entergy Arkansas and allow program staff to verify eligibility and permit appropriate program follow-up.

**Pre-Installation inspection:** A facility walkthrough performed by program staff prior to implementation of energy



efficiency projects in order to verify and document proposed or identified energy efficiency upgrades within a participant's facility.

**Stipulated/Prescriptive/Deemed savings measure:** An energy efficiency measure that has a prescriptive calculation methodology, as identified in the Arkansas Technical Resource Manual. This type of measure does not require measurement and verification.

**Post-Installation inspection:** A facility walkthrough performed by program staff or program evaluators after implementation of energy efficiency projects to verify and document proposed or identified energy efficiency upgrades within a participant's facility.

**Program evaluator:** An independent party that reviews the documentation and calculations completed by the program implementer and provides technical guidance on the program.

**Program implementer:** Technical and administrative consultants hired by the program sponsor to operate the energy efficiency programs.

**Program sponsor:** The utility funding and operating the energy efficiency program.

**Project:** A planned set of energy efficiency measures for a single participant (at either a single facility or multiple facilities) as proposed by program staff or a trade ally.

**Project application:** A document provided by the program implementer and executed by the participant that outlines the proposed energy efficiency measures, the estimated savings and project incentive. Acknowledged receipt of this form by the program implementer will reserve the listed incentive for the participant.

**Tier:** A unique measure (or combination of measures) that, when evaluated for an energy efficiency project, may provide enhanced incentive rates for comprehensive projects.

**Trade ally:** A licensed contractor, supplier or industry professional that has agreed to specific terms, conditions and training by the implementing contractor which allows him or her to utilize energy efficiency programs and receive incentive assignments.

## Frequently asked questions (FAQs)

### **What is the Large C&I Program?**

The Large C&I Program is designed for commercial and industrial customers that receive retail electric service from Entergy Arkansas. The program is designed to help facility owners and managers operate their buildings more efficiently by understanding the technical and financial benefits of investing in energy efficiency and developing a plan to make energy efficiency improvements.

### **Who is eligible for the Large C&I Program?**

Any commercial and industrial customer (excluding agri-businesses) with a peak connected load of 100 kw or greater receiving retail electric service from Entergy Arkansas is eligible for the Large C&I Program. A customer is defined by a single Entergy Arkansas Business Partner number. Multiple locations of an organization are thereby considered a single customer, regardless of how many Entergy Arkansas account numbers they may have.

### **How does a customer enroll to participate in the program?**

To participate in the Large C&I Program, the participant submits an executed participation agreement to the program implementer. The participation agreement describes the commitments to be made by the participant which includes agreement to the conditions and processes set forth in this program manual. The program implementer will contact participants who submit the participation agreement to provide the participant with details about program participation, benefits and requirements that need to be met in order to begin the program process.

### **What are the next steps after enrollment in the program?**

After the participant has submitted a properly executed participation agreement, the program implementer will work with the participant to determine whether non-cash benefits (i.e. Benchmarking) or assessment of energy efficiency upgrades is the next logical step for that participant.

### **Who decides what energy efficiency technologies to install or who is to install them?**

The participants are the sole determinant for which energy efficiency measures they decide to implement and how they are implemented. The program does not provide any installation of energy efficiency measures (other than the measures listed as direct install measures above) and is neutral on whether the participant performs the work in-house or uses a trade ally.

### **What is energy benchmarking?**

Benchmarking of energy performance is done using the US EPA's Portfolio Manager Tool. Information is entered into the tool along with the energy use of the facility, where the facilities are located geographically, the number of occupants in the building and some information about certain types of equipment within the facilities. Once this information is completed and submitted as inputs to the tool, the output is a numerical score from one to 100. The higher the benchmark score, the better the energy performance. Conversely, a lower benchmarking score means that there is a lower level of energy performance. After the scores are estimated, participants in the program can work with the program implementer to determine the energy efficiency opportunities in their facilities and to prioritize their efforts.

**How are the energy efficiency opportunities determined?**

Program staff will perform an assessment of the participant's facility to determine areas of need and will work with the participant to define the best energy efficiency options. Once the areas of need are identified, the program works with the participant (or the participant's trade ally) to find the right resources to assist the participant.

**How much time should participants expect to invest in the program?**

We expect participants to spend 16-24 hours on program functions over the course of a year. It has been our experience that the amount of time participants are engaged in the program is directly related to the overall benefit participants realize. The bottom line is that it is up to the individual participant to determine the amount of time to invest based on the results they expect to achieve.

**What are the incentives?**

Non-cash benefits, such as energy measure identification, calculations, and measurement and verification of completed projects are available to program participants. Cash incentives for eligible energy efficiency measures are based on (kwh) energy reductions and are listed previously in this document.

**Can I assign incentives to my contractor?**

Incentives may be assigned to any contractor who has been certified as a trade ally. Contractors who are not trade allies are not eligible to receive assigned incentives. Further, if a participant chooses to use a contractor who is not a trade ally, all communication to the program implementer and/or the program sponsor must come directly from the program participant.

***Please see the CoolSaver Trade Ally Manual for FAQs around CoolSaver measures***

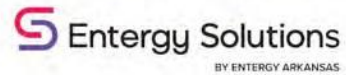
## Appendices

<b>Appendix A</b>	Participation agreement
<b>Appendix B</b>	Trade ally agreement
<b>Appendix C</b>	Feasibility study funding request submission form
<b>Appendix D</b>	Feasibility Study Co-Funding Letter of Intent
<b>Appendix E</b>	Letter of Incentive Reassignment
<b>Appendix F</b>	Timeline of Projects

## Appendix A: Participation agreement



# Business Solutions programs participation agreement



## Take control of your energy use.

Entergy Arkansas is proud to offer our commercial customers a suite of programs designed to help your organization save energy and lower costs. From big projects to small, we'll provide financial incentives, resources and expertise to help you achieve meaningful, long-term savings. The Large Commercial & Industrial program and the Small Business program are for commercial customers, and the CitySmart<sup>SM</sup>/SCORE program is designed to improve public sector educational and municipal facilities.

### Steps to participate:

1. Sign and submit this participation agreement to enroll. Please also submit a W-9 form as part of incentive payment requirements.
2. Work with the program administrator to determine which specific program your organization is eligible for and to discuss energy efficiency project opportunities.
3. Schedule your pre-installation inspection in order to allow the program administrator to quantify prospective energy savings.
4. Sign and submit a project application to define projects to be completed and to reserve incentive funds.
5. Complete projects defined in the project application, notify program administrator and schedule post-inspection as required.
6. Receive incentive dollars from Entergy Arkansas, and benefit from energy savings.
7. After completing the project and receiving incentives, you may be contacted by an independent evaluator to verify information gathered by the program and/or to review on-site equipment installation.

Organization: \_\_\_\_\_ Title: \_\_\_\_\_

First name: \_\_\_\_\_ Last name: \_\_\_\_\_

Project site address, city, state, ZIP: \_\_\_\_\_

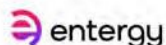
Primary contact's address, city, state, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Account number: \_\_\_\_\_ Tax ID: \_\_\_\_\_

*\*If more than one account number, please provide a separate list of buildings, physical addresses and account numbers.*

**Questions? Contact the Energy Efficiency Solutions Center at 877-212-2420 or visit [entergyarkansas.com](http://entergyarkansas.com).**



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The Entergy Solutions program is an energy efficiency program and not affiliated with Entergy Solutions, LLC.

# Standard terms and conditions for participating customers

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 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 "PUC"), 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 incentives. Customer agrees to allow CLEAResult and Contractor to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If a 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 received and will not receive rebates, incentives or services for any measures 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.
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. Customer agrees to install all EEM provided by CLEAResult under this Program — provided, however, that if Customer does not install all EEM, then it shall return any uninstalled EEM to CLEAResult.
3. **INCENTIVE PAYMENT.** Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) Measures are installed in eligible project sites; and (c) Measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). Customer understands that Sponsor, in its sole discretion, may withhold incentive 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. Customer acknowledges that the incentive amount may not exceed the cost of the EEM.
4. **AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, Contractor, Sponsor and the PUC 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 PUC, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. Customer understands that any incentives 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. Only Contractor, Sponsor and the PUC 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.
6. **WARRANTY.** CLEAResult, SPONSOR AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE 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 NON-INFRINGEMENT. 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 PUC, 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.** TO THE EXTENT ALLOWED BY LAW AND PURSUANT TO THE FEDERAL TORT CLAIMS ACT, AS APPLICABLE, CUSTOMER AGREES TO INDEMNIFY THE PUC, SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, SPONSOR, CLEAResult NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, CLEAResult SHALL BE RESPONSIBLE FOR LIABILITY ARISING OUT OF PERSONAL INJURY OR DEATH OF ANY OF ITS EMPLOYEES EXCEPT IN THE EVENT SUCH PERSONAL INJURY OR DEATH IS SOLELY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER.
8. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Arkansas, 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 or the Arkansas Claims Commission, as applicable, 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.

This agreement should be signed by your organization's director, president or similar executive and will remain valid until the program implementor is provided with written notice of your organization's intent to end participation.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Please sign and email to the appropriate contact below.  
 If electronic submission is unavailable, please fax to 866-420-4450.

**Contact:** Trade Ally Specialist  
[tasupport@clearresult.com](mailto:tasupport@clearresult.com)  
 501-221-4021



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## Appendix B: Trade Ally Agreement

### Company information

**My company is applying to be a participating trade ally in the following programs** *(check all that apply)*: ☐ CitySmart/score ☐ large c&i  
☐ small business

Business name:	Contact name:	
Business address:		Number of employees:
City:	State:	Zip:
Email:	Office phone :	Mobile phone:

### Certification(s) & experience

**I am currently certified and have received training in the following areas** *(check all that apply)*:

☐ bpi – energy analyst ☐ i have attached a copy of the certification(s) checked above to this application.

**I currently own and use the following tools required to perform air and duct sealing** *(check all that apply)*:

☐ blower door manufacturer: model #: ☐ duct blaster® model #:

**I am currently experienced and ready to perform the following services. I acknowledge that some of these program measures require additional training verification** *(check all that apply)*:

<input type="checkbox"/> lighting controls and retrofits	<input type="checkbox"/> HVAC/chiller controls and equipment replacement	<input type="checkbox"/> VFD and motor retrofits and installation	<input type="checkbox"/> WWTP upgrades
<input type="checkbox"/> data center upgrades	<input type="checkbox"/> architectural/engineering services	<input type="checkbox"/> industrial process or equipment upgrades	<input type="checkbox"/> other:
<input type="checkbox"/> refrigeration retrofits	<input type="checkbox"/> kitchen upgrades and appliances	<input type="checkbox"/> air compressors	

### Business capability:

**I confirm that i have the following to demonstrate business capability** (not applicable for architectural or engineering firms):

☐ satisfactory dun and bradstreet rating duns id:

**Or at least two of the following:**

<input type="checkbox"/> banking reference*	<input type="checkbox"/> three professional/trade references*	<input type="checkbox"/> principals of company have satisfactory credit score/no outstanding liens/judgments*
---------------------------------------------	---------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------

*\*use table below to complete required reference or principal information*

#### Banking reference:

Email:	Phone:
Address:	

#### Reference/principal name 1:

Email:	Phone:
Address:	

#### Reference/principal name 2:

Email:	Phone:
Address:	

#### Reference/principal name 3:

Email:	Phone:
Address:	



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## Insurance:

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Trade Ally and any of its subcontractors will maintain the following types of insurance at the following minimum levels of coverage for the life of this Agreement:

- Commercial General Liability covering bodily injury and property damage, minimum \$1,000,000 aggregate and per occurrence
- Automotive Liability covering owned, non-owned and hired vehicles, minimum \$1,000,000 combined single limit
- Workers' Compensation in accordance with statutory minimums, but including no less than Employer's Liability minimum \$500,000 aggregate and \$100,000 per occurrence and per employee

☐ Yes

☐ Trade Ally certificate of insurance is attached

Trade Ally and subcontractors will maintain any claims-based policy for at least three (3) years after the expiration or termination of this agreement. Each certificate of insurance will list CLEAResult and sponsor (as defined below) as additional insured on a primary, non-contributory basis. CLEAResult will be listed as a certificate holder with each insurance agency providing certificates so as to facilitate notifications related to changes in coverage. Trade ally and subcontractors will waive all rights of recovery against CLEAResult, sponsor, and any of their respective affiliates for any loss or damage covered by the policy. Evidence of this requirement will be noted on all certificates of insurance provided to CLEAResult.

## Program overview

CLEAResult is implementing the Entergy Business Solutions Programs (citysmart/SCORE, Large C&I, Small Business) (hereinafter "Programs") to encourage improvements in the energy efficiency on commercial buildings located within Entergy Arkansas, LLC, service territory.

The Programs are funded by Arkansas utility customers under the auspices of the Arkansas Public Service Commission, and administered by Entergy Arkansas. CLEAResult is in the business of implementing energy efficiency Programs funded by utility customers such as Entergy Arkansas's customers. CLEAResult is responsible for recruiting trade allies to perform services under the Programs and manage the implementation of the Programs. The Programs pay incentives to provide Energy Efficiency Measures; that is, to provide products or services to customers that save energy and reduce energy consumption.

## Enrollment instructions

**Step 1:** Complete a Trade Ally Participation Agreement.

**Step 2:** Complete a W-9

**Step 3:** Submit completed Trade Ally Participation Agreement, W-9, certificate of insurance, and copies of required licenses and/or training certificates (if applicable) via email or mail:

Email: [tasupport@CLEAResult.com](mailto:tasupport@CLEAResult.com)

Mail: Entergy Arkansas Commercial Programs  
CLEAResult (ATTN: Trade Ally Specialist)  
1 Allied Drive  
Suite 1600  
Little Rock, AR 72202

**Step 4:** Submit certificates of insurance and copies of required licenses and/or training certificates (if applicable) at least annually, and upon any material revisions or cancellations, to CLEAResult via email or mail listed above.



## Entergy Arkansas Commercial Programs

### Trade Ally Participation Agreement

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After your Agreement is received, a representative will contact you to confirm receipt and continue the enrollment process. Trade Allies do not become Trade Allies until they complete required administrative and field trainings and receive confirmation of participation from the program manager. Trade Ally eligibility is at the sole discretion of the program. Participation in the program and this Trade Ally Participation Agreement are subject to the CLEAResult Standard Terms and Conditions for Trade Allies.

#### Trade ally agreed and accepted

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I have read and understood the Trade Ally Participation Agreement and the CLEAResult Standard Terms and Conditions for Participating Trade Allies and certify that the information I have provided is true and correct.

Signature:

Date:

Name (printed):

Title:

#### CLEAResult consulting inc., and/or an affiliate thereof agreed and accepted

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Signature:

Date:

Name (printed):

Title:

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## Entergy Arkansas Commercial Programs

### Trade Ally Participation Agreement

To best serve Entergy Arkansas customers, please provide an accurate indication of where you are willing to travel within the Entergy Arkansas service territory below to perform the measures incented by the Energy Arkansas energy efficiency Programs. This information will be provided to potential customers; therefore, it must be accurate. You can change your service coverage area later by contacting CLEAResult.



Using the table below, please indicate in which cities you plan to conduct business by marking the left column:

<input type="checkbox"/> <b>Area 1</b>	Alpena, Bergman, Berryville, Bull Shoals, Diamond City, Everton, Flippin, Gilbert, Green Forest, Harrison, Lead Hill, Leslie, Marshall, Omaha, Peel, Pindall, Pyatt, Saint Joe, Summit, Valley Springs, Western Grove, Yellville
<input type="checkbox"/> <b>Area 2</b>	Ash Flat, Big Flat, Calico Rock, Cherokee Village, Cotter, Drasco, Fifty Six, Gassville, Hardy, Heber Springs, Highland, Mammoth Spring, Mountain Home, Mountain View, Onia, Pangburn, Timbo, Williford
<input type="checkbox"/> <b>Area 3</b>	Augusta, Bald Knob, Batesville, Bradford, Cash, Cave City, Charlotte, Concord, Cord, Cushman, Desha, Diaz, Floral, Gregory, Grubbs, Guion, Judsonia, Locust Grove, Magness, Marcella, mccrory, Melbourne, Mount Pleasant, Newark, Newport, Oil Trough, Patterson, Pleasant Plains,
<input type="checkbox"/> <b>Area 4</b>	Alicia, Almyra, Armorel, Biggers, Black Oak, Black Rock, Blytheville, Caraway, College City, Corning, Crocketts Bluff, Datto, dewitt, Dell, Gillett, Gosnell, Greenway, Hoxie, Imboden, Knobel, Lake City, Leachville, Luxora, Manila, Marmaduke, Monette, Peach Orchard, Pocahontas, Portia, Powhatan, Ravenden, Rector, Reyddell, Reyno, Saint Charles, Saint Francis, Success, Tichnor, Walcott, Walnut Ridge
<input type="checkbox"/> <b>Area 5</b>	Bassett, Bay, Bono, Cash, Cherry Valley, Driver, Dyess, Etowah, Fisher, Frenchman Bayou, Gilmore, Harrisburg, Hickory Ridge, Joiner, Jonesboro, Keiser, Lepanto, Marked Tree, Osceola, Trumann, Turrell, Tyronza, Waldenburg, Weiner, Wilson
<input type="checkbox"/> <b>Area 6</b>	Brickeys, Clarkedale, Colt, Crawfordville, Earle, Edmonson, Forrest City, Heth, Hughes, Madison, Marion, Palestine, Parkin, Proctor, Vanndale, West Memphis, Widener, Wynne
<input type="checkbox"/> <b>Area 7</b>	Appleton, Atkins, Belleville, Briggsville, Centerville, Danville, Dardanelle, Dover, Gravelly, Harvey, Havana, Hector, London, Ola, Plainview, Pottsville, Rover, Russellville
<input type="checkbox"/> <b>Area 8</b>	Center Ridge, Conway, Damascus, El Paso, Enola, Greenbrier, Hattievile, Maumelle, Mayflower, Morrilton, Mount Vernon, North Little Rock, Plumerville, Solgohachia, Springfield, Vilonia, Wooster
<input type="checkbox"/> <b>Area 9</b>	West Little Rock
<input type="checkbox"/> <b>Area 10</b>	Little Rock, Wrightsville
<input type="checkbox"/> <b>Area 11</b>	Beebe, Cabot, Georgetown, Griffithville, Higginson, Kensett, mcrae, Searcy, West Point

## Entergy Arkansas Commercial Programs

### Trade Ally Participation Agreement

<input type="checkbox"/> <b>Area 12</b>	Aubrey, Barton, Clarendon, Cotton Plant, Crumrod, Elaine, Goodwin, Helena, Holly Grove, Hunter, La Grange, Lambrook, Lexa, Marianna, Marvell, Mellwood, Moro, Oneida, Poplar Grove, Snow Lake, Turner, Wabash, West Helena, Wheatley
<input type="checkbox"/> <b>Area 13</b>	Allport, Altheimer, Biscoe, devalls Bluff, Des Arc, , Hazen, Roe, Stuttgart, Tollville, Ulm, Wabbaseka
<input type="checkbox"/> <b>Area 14</b>	Carlisle, Coy, England, Jacksonville, Keo, Lonoke, Scott, Sherrill, Sherwood
<input type="checkbox"/> <b>Area 15</b>	Bonnerdale, Buckville, Fountain Lake, Hot Springs, Hot Springs Village, Jessieville, Mountain Pine, Percy, Royal
<input type="checkbox"/> <b>Area 16</b>	Alexander, Bauxite, Benton, Bryant, Carthage, Donaldson, Friendship, Haskell, Malvern, Poyen, Prattsville, Traskwood
<input type="checkbox"/> <b>Area 17</b>	Amity, Antoine, Arkadelphia, Bismark, Blevins, Bluff City, Bonnerdale, Caddo Gap, Caddo Valley, Delight, Emmet, Glenwood, Gurdon, Mount Ida, Norman, Oden, Okalona, Pencil Bluff, Pine Ridge, Prescott, Sims, Sparkman, Story
<input type="checkbox"/> <b>Area 18</b>	Grady, Hensley, Jefferson, Moscow, Pine Bluff, Redfield, Sheridan, White Hall
<input type="checkbox"/> <b>Area 19</b>	Bearden, Buckner, Camden, Chidester, Emerson, Fordyce, Kingsland, Lewisville, Magnolia, mcneil, New Edinburg, Rison, Stamps, Stephens, Taylor,
<input type="checkbox"/> <b>Area 20</b>	Calion, El Dorado, Huttig, Junction City, Louann, Mount Holly, Norphlet, Smackover, Strong, Urbana
<input type="checkbox"/> <b>Area 21</b>	Arkansas City, Dumas, Gould, Grady, Hermitage, mcgehee, Mitchelville, Monticello, Pickens, Tilar, Warren, Wilmar, Winchester
<input type="checkbox"/> <b>Area 22</b>	Boydell, Crossett, Dermott, Eudora, Hamburg, Lake Village, Montrose, Parkdale, Portland, Wilmot

**CLEAResult standard terms and conditions for participating contractors**

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These CLEAResult Standard Terms and Conditions for Trade Allies and the Trade Ally 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

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 ("**Trade Ally**"). CLEAResult administers the Entergy Arkansas Commercial Business Solutions Programs (Citysmart/SCORE, Large C&I, Small Business) (the "**Program**" or "**Programs**") on behalf of Entergy Arkansas LLC, ("**Sponsor**") to administer services to eligible end use customers (each, a "**Customer**"). CLEAResult and Trade Ally may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." 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. **Term and termination.** This Agreement is effective upon the date it is executed by both Parties and will continue for the duration of the Program (the "**Program Period**"), unless terminated in accordance with the provisions in this Agreement. In addition, all incentives paid under this Program are available on a first-come, first-served basis until allocated funds are depleted; therefore, this Program may be modified or terminated at any time without notice. Trade Ally agrees that CLEAResult may terminate this Agreement without cause and without penalty at any time and for any reason, including, without limitation, for Trade Ally's noncompliance with the Program guidelines, any law, or any provision of this Agreement. Upon termination of this Agreement, Trade Ally will immediately cease participating in the Program, including but not limited to any applicable use of Program materials, logos or other advertising tools, equipment and incentive forms and will not maintain or continue using any Confidential Information (as addressed below) or other Entergy Arkansas customer information gathered by Trade Ally as part of its efforts to promote the Programs hereunder. CLEAResult will not pay Trade Ally for post-termination activity including but not limited to any incentives dated and submitted after the date of termination or for any costs incurred by the Trade Ally post-termination. In the event of termination for cause, Trade Ally will be liable to the Program for any and all damages sustained by reason of the default that gave rise to termination. In the event either party terminates this Agreement, CLEAResult will have the right to assign to another Trade Ally the responsibility for completion of any work not completed by Trade Ally prior to the effective date of termination or any work that fails to meet quality standards prior to the effective date of termination. Trade Ally agrees that CLEAResult, at its discretion or that of Entergy Arkansas may withhold payments for work completed by Trade Ally for a period of up to one (1) year from the effective date of termination, or expiration of this Agreement, to ensure funding is available for any damages, claims, or deficiencies discovered after termination or expiration. If the amount of CLEAResult's claims or damages against Trade Ally exceeds the unpaid amount earned, CLEAResult will notify Trade Ally, and Trade Ally will pay CLEAResult the difference within thirty (30) days after receipt of such notification. Termination of this Agreement or expiration of this Agreement will not relieve Trade Ally of any warranties or other obligations expressed herein which by their terms are intended to extend beyond termination.
2. **Eligibility.** The Program determines eligibility of Trade Allies at its sole discretion. CLEAResult may request from Trade Ally verification of its eligibility requirements at any time during the Program Period.
3. **Confidentiality.** Trade Ally will have access to Confidential Information (as defined below) by participating in this Program. Trade Ally will not use any Confidential Information of CLEAResult for any purpose other than as needed by Trade Ally to perform Trade Ally's obligations in the Program. Trade Ally will hold all Confidential Information of CLEAResult in strict confidence and will not disclose any Confidential Information to any person other than to its employees and independent Trade Allies who: (a) have a "need to access" such Confidential Information for the purpose of promoting the Programs, which purpose will not include any other services or offerings or purpose whatsoever; ; (b) have been advised of the confidential and proprietary nature of the Confidential Information; and (c) have signed a written agreement that is as protective of the Confidential Information as that set forth in this Section; except as compelled by court order or otherwise required by law. If Trade Ally is required by law to disclose Confidential Information, Trade Ally will immediately notify CLEAResult and cooperate with CLEAResult to obtain a protective order or other appropriate remedy to maintain the confidentiality of the information. Trade Ally will comply with the Data Security Policy, attached and incorporated as Exhibit A. The term "**Confidential Information**" means all Customer data and all information and materials relating to CLEAResult's business, in whatever form or medium, disclosed to or received by Trade Ally, whether visually, by perception, orally or in writing, whether disclosed before or after the Effective Date, and whether or not specifically marked or otherwise identified as "Confidential" or "Proprietary," including, but not limited to, all Program toolkits and applications (e.g., imanifold, Testo), and all summaries and notes prepared by or on behalf of Trade Ally, except that "Confidential Information" does not include any information that Trade Ally demonstrates: (i) has become generally available to the public without breach of this Agreement; and generally available to it through sources independent of Trade Ally's communications regarding the Programs (ii) Trade Ally later received from another person who did not violate any duty of confidentiality; or (iii) Trade Ally developed without use of any Confidential Information by persons who were not exposed to the Confidential Information.
4. **Program provisions and support.** CLEAResult will provide the Trade Ally with each of the following: (a) Program toolkit ("**Toolkit**") for use by Trade Ally, up to a limit to be established between the Parties, which is owned by the Program and provided for use only during Trade Ally's participation in the Program and not to be used outside of providing Program services with the

Trade Ally retaining responsibility for replacement costs of any Toolkit components that are damaged, lost or stolen and to be returned to CLEAResult at any time requested by CLEAResult; (b) technical support during regular business hours (holidays excluded) through a toll-free number; (c) Program-sponsored training conducted during regular business hours (holidays excluded), unless otherwise agreed by the Parties and attended solely by Trade Ally's personnel, unless otherwise agreed by the Parties; (d) marketing materials to allow the Trade Ally to communicate the benefits of the Program to eligible Customers; and (e) Customer data.

5. **Use of intellectual property.** Trade Ally will not use the trademarks, logos or other intellectual property of CLEAResult, Sponsor or any of their affiliates without prior written approval by CLEAResult or Sponsor, as applicable.
6. **Insurance and licensing.** Trade Ally will provide CLEAResult with all applicable certificates of insurance for itself and any of its subcontractors before performing any work for the Program. Trade Ally will provide CLEAResult with updated insurance certificates as appropriate but no less frequently than every time a policy required under this Agreement is renewed or modified. Trade Ally will provide CLEAResult with at least thirty (30) days' prior written notice before an insurance policy required by this Agreement is reduced, cancelled, or expires. At all times during the Program Period, Trade Ally, and its agents and subcontractors, will retain all necessary licensures, certification, training, and other requirements as deemed necessary by state law, the Program policies and guidelines, and all relevant documentation pertaining to the installation of the energy efficiency Programs, and will provide immediate access to such documentation to CLEAResult and Sponsor upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers.
7. **Independent trade ally.** Trade Ally is an independent Trade Ally in relation to CLEAResult and Sponsor, and is voluntarily participating in the Program to deliver the services as outlined by the Program directly to Customers. This Agreement will not create the relationship of employer and employee, a partnership, or a joint venture. CLEAResult and Sponsor will not control or direct the details or the means by which Trade Ally performs any services under this Agreement. Trade Ally will pay all of its administrative, overhead, and other costs, including withholding taxes, social security, unemployment, disability, health, workers' compensation, or other insurance coverage.
8. **Incentive payment.** Trade Ally acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). Trade Ally understands that Sponsor, in its sole discretion, may withhold incentive payments committed to a Customer and Trade Ally if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. If applicable, Trade Ally agrees that CLEAResult will not make any incentive payment to Trade Ally until CLEAResult receives a corresponding payment from Sponsor.
9. **Trade ally conduct.** Trade Ally agrees to pursue referral leads resulting from the Program's marketing and communications efforts and will make a good faith effort to provide, in a timely fashion, services to these leads in accordance with the Program guidelines and this Agreement. Trade Ally recognizes that any leads received as a result of the Program's efforts constitute a Program benefit and will be treated as Confidential Information. Trade Ally understands that participation in the Program does not constitute an endorsement of any kind on the part of CLEAResult or Sponsor. Trade Ally will not state or imply any such endorsement, either directly or indirectly, in written or verbal form. Trade Ally will not knowingly misrepresent any information concerning the Program, its purpose, policies, incentives, and procedures, or its role in the Program or relationship with CLEAResult or the Sponsor. Trade Ally will not mislead any Customer about the availability of Program incentives or misrepresent its role in the incentive award process. Only Sponsor or CLEAResult, on behalf of Sponsor, in its sole discretion, can approve or reallocate the Programs incentives for a Customer. Trade Ally will keep a Customer's facility as free as possible from waste materials while performing work. After completing work, Trade Ally will clean the work area, removing all waste materials, tools, and supplies. Trade Ally will not cause damage to a customer's premises. Trade Ally will not knowingly use any defective, second quality, or previously used materials. Trade Ally will not market or sell any unapproved Program(s) and/or measures at the same time and in the same discussions with Customers in which Trade Ally is communicating to potential customers about energy efficiency projects and the Program or use Confidential Information, including Customer lists and contact information, for purposes of marketing or selling any unapproved program and/or measures. At the same time that it is meeting or discussing the Program with Customers, Trade Ally will not promote products or services that are not specifically listed in the Programs manual or approved in writing in advance by Entergy Arkansas. Violations of this Agreement may result in expulsion from this Program and ability to process rebates in any Entergy Arkansas LLC energy efficiency or demand response Program.
10. **Auditing, monitoring and verification.** CLEAResult and/or Sponsor will audit and monitor some or all Program services performed by Trade Ally to ensure compliance with Program requirements and to verify the energy savings achieved through



the Program. Trade Ally will cooperate with CLEAResult and Sponsor, as necessary. Trade Ally also will remedy any issue(s) arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. CLEAResult or Sponsor may perform, in their sole discretion, quality control on any or all work performed by Trade Ally, with or without notice to Trade Ally, and by any means CLEAResult or Sponsor may select, including accompanying Trade Ally to a Customer's location. Failure of Trade Ally to meet quality standards will be grounds for termination of this Agreement. Trade Ally will use its best efforts to obtain Customer cooperation in allowing CLEAResult or Sponsor access to the Customer's location for this purpose.

11. **Mechanics liens.** Trade Ally will not file any lien or claim against any Customer's property and will keep each Customer's property free of liens and claims filed by subcontractors and vendors of subcontractors and others claiming by or through Trade Ally, and will defend, indemnify and hold CLEAResult, Sponsor, and any Customer harmless from all expenses and losses incurred as a result of any such liens or claims. If a lien or claim is filed by a vendor or subcontractor, Trade Ally will cause such lien to be discharged or bonded off within forty- eight (48) hours of notice by CLEAResult. If Trade Ally fails to do so, CLEAResult may, without prejudice to any other remedies available at law, pay all sums necessary to obtain a release or discharge of such lien and deduct those sums, including costs, expenses and reasonable attorney's fees, from amounts due or to become due to Trade Ally.
12. **Representations, warranties, and covenants.** Trade Ally, its employees, agents and subcontractor, represent and warrant that: (a) the services performed for a Customer through the Program will be performed in a good workmanlike, skilled, and professional manner; (b) the services will comply in all material respects with the specification and other requirements set forth in each applicable contract with a Customer and in strict accordance with the Program and this Agreement; (c) Trade Ally's performance of the services will not violate any applicable law, rule, regulation, contracts with third parties, and/or any third-party rights, including, without limitation, any copyright, trademark, trade secret, or patent or similar right; (d) Trade Ally is the lawful owner or licensee of any intellectual property, software applications or other materials used by Trade Ally in the performance and delivery of the services and has all rights necessary to convey to Customer the unencumbered ownership of all work product that results from the services; (e) Trade Ally is and will remain in compliance with all labor and employment laws, including but not limited to those prescribing standards for wage and overtime pay, employee benefits, workplace health and safety, labor relations and rights of uniformed service members; (f) Trade Ally possesses the technical and professional expertise and the fiscal capability necessary to carry out the work authorized and accepted under this Agreement in a prompt, fair, and workmanlike manner; (g) Trade Ally currently has in effect, and will keep in effect throughout the term of this Agreement, insurance in the forms and amounts and with insurance companies acceptable to CLEAResult in no event less than the minimum insurance levels set forth in this Agreement; (h) Trade Ally will maintain hard copy or digital records of all work performed and products installed under this Agreement for a minimum of three (3) years from the time the work is performed, including records of data collected, visits made, materials furnished or installed, individual staff providing the services, costs incurred, invoices, and agreements. Copies of these records will be made available to CLEAResult within five (5) business days upon request; and (i) Trade Ally will warranty materials provided by Trade Ally and installed pursuant to this Agreement against any defect in materials, manufacture, design or installation for a period of one (1) year from the date the materials are provided and/or installed, whichever is later.
13. **Indemnity; limitation on damages.** Trade Ally will defend, protect, indemnify, and hold harmless Sponsor and CLEAResult, their respective officers, directors, agents, and employees, and each of their parents and affiliates, and each of their respective officers, directors, agents, and employees (collectively, the "**Indemnified Parties**") from and against any and all claims, losses, expenses, attorneys' fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever, whether actual or alleged, ("**Claims**") arising out of Trade Ally's, or its agents or subcontractor, acts or omissions, including but not limited to any violation of labor or employment laws, incident to or related in any way to, directly or indirectly, the services provided in connection with the Program, this Agreement and/or the Program. Trade Ally acknowledges and agrees that with respect to any Claims brought against the Indemnified Parties, Trade Ally will be required to waive as to the Indemnified Parties any defense it may have by virtue of the Workers' Compensation Laws of any state, to the extent allowed by law. CLEAResult AND SPONSOR WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED REVENUE, PROFITS, OR GOODWILL, WHETHER ARISING IN NEGLIGENCE, BREACH OF CONTRACT, OR UNDER STATUTE OR RULE. Trade Ally will represent to Customer that all services under this Agreement are provided by Trade Ally alone, and not by CLEAResult or Sponsor. Trade Ally acknowledges and agrees that CLEAResult and Sponsor make no representation or warranty and assume no liability with respect to quality, safety, performance, or other aspect of any design, system, or product provided pursuant to this Agreement, and CLEAResult and Sponsor expressly disclaim any such representation, warranty, or liability. Nothing in this Agreement will be construed to create any duty to, any standard of care with reference to, or any liability



to any third party on behalf of CLEAResult or Sponsor. Trade Ally is solely responsible for any damage incurred by Customer as a result of Trade Ally's services under the Program. Neither CLEAResult nor Sponsor is responsible for Customer complaints or damages. The parties agree that Sponsor is a third party beneficiary of this Section. Trade Ally agrees that CLEAResult will be entitled to set-off, against the amounts that it is required to pay Trade Ally, the amount of any indemnification to which it is entitled under this Section 13.

14. **Notice.** Any notice required to be given under this Agreement will be deemed given when placed in the mail and mailed by overnight registered mail via a nationally-recognized courier (e.g., USPS, fedex, UPS) and postage prepaid. Notice to CLEAResult will be to Attn: Legal Department, 100 SW Main St., Suite 1500, Portland, OR 97204. Notice to Trade Ally will be to the address provided above.
15. **Miscellaneous.** This Agreement will be governed by and construed under the laws of the State of Texas, without regard to conflict of law rules. Any dispute or claim that relates to this Agreement, its interpretation or breach, or to the existence, scope, or validity of this Agreement or this arbitration provision, will be resolved by arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment upon the award rendered pursuant to such arbitration may be entered in any court with jurisdiction. The parties acknowledge that mediation helps parties settle their disputes and any party may propose mediation whenever appropriate through the American Arbitration Association or any mediator selected by the parties. Any dispute or claim for which a party seeks injunctive relief, even if contrary to the language of this Section, may be brought in the state and federal courts in Travis County, Texas, and such courts will be the proper and exclusive forum for any such action. Trade Ally will not assign this Agreement, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. Trade Ally may not delegate or subcontract Trade Ally's duties under this Agreement without the prior written permission of CLEAResult pursuant to the Subcontractor Consent Form, attached and incorporated as Exhibit B. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Trade Ally's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement will remain in full force and effect in such jurisdiction and will 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 will 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, will not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. This Agreement supersedes all previous signed agreements between the Parties and sets forth the entire Agreement of the Parties with respect to the subject matter hereof and may not be altered, changed abridged or amended other than in writing signed by the Parties.

**Exhibit A – Data security requirements**

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Trade Ally agrees that its, and any of its subcontractor, collection, management and use of CLEAResult Data, as defined in Section 1 below, during the Term will comply with this Data Security Policy. Capitalized terms not defined in this Data Security Policy are as defined in the Trade Ally Participation Agreement between CLEAResult and Trade Ally (the “Agreement”).

1. **CLEAResult data.** CLEAResult Data will mean:
  - a. All data or information provided, transferred, uploaded, migrated or otherwise sent to Trade Ally by or on behalf of CLEAResult, any client of CLEAResult, or any customer of any client of CLEAResult; and
  - b. Any account number, forecast, or other similar information disclosed to or otherwise made available to Trade Ally.
2. **Use and storage of clearesult data.**
  - a. Trade Ally may receive CLEAResult Data for the purposes of performing its obligations under the Agreement . Subject to the terms of the Agreement, CLEAResult grants Trade Ally a personal, non-exclusive, non-assignable, non-transferable limited license to use the CLEAResult Data solely for the limited purpose of performing its obligations under the Agreement with respect to promoting the Programs during the Term. Trade Ally will disclose CLEAResult Data only to its employees with a need to access such CLEAResult Data for the sole purpose of promoting the Program, which purpose will not include any other services or offerings or purpose whatsoever. Trade Ally agrees to protect CLEAResult Data with at least the same degree of care used to protect its own most confidential information and in no event to a degree less than called for under the Agreement.
  - b. Trade Ally agrees that CLEAResult Data will not be (i) used by Trade Ally for any purpose other than that of performing Trade Ally's obligations under the Agreement, (ii) disclosed, sold, assigned, leased or otherwise disposed of or made available to third parties by Trade Ally, or to representatives of Trade Ally who are promoting programs and measures besides the approved Program(s) and/or measures that are the subject of the Agreement (iii) commercially exploited by or on behalf of Trade Ally, or (iv) provided or made available to any third party without prior written authorization from CLEAResult.
  - c. Trade Ally will comply with (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of CLEAResult Data (“**Privacy and Data Security Law**”), (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security, and (iii) all applicable provisions of every Trade Ally privacy policy, statement or notice and every CLEAResult privacy policy, statement or notice that is provided to Trade Ally in writing.
  - d. Trade Ally will not store, maintain or process any CLEAResult Data outside the country.
  - e. Trade Ally will not store, maintain or process any CLEAResult Data in any cloud service or facility without the express prior written consent of CLEAResult, which consent may be withheld at the sole discretion of CLEAResult.
3. **CLEAResult system access.** Trade Ally agrees that it may have access to CLEAResult Data on CLEAResult's network, including but not limited to any server, intranet, or other type of information storing and sharing device or conduit owned or operated by CLEAResult (the “CLEAResult Network”), solely for the purpose of promoting the Programs and meeting Trade Ally's obligations under the Agreement. Trade Ally agrees that access for any other purpose, whatsoever, including or the use of the CLEAResult Network to access other networks, is strictly forbidden and that Trade Ally is responsible and liable for all damages or unauthorized access resulting from these actions. Such activity will result in the discontinuation of any and all connections to the CLEAResult Network. Trade Ally agrees that any use of the CLEAResult Network will be solely for necessary business purposes consistent with the provisions of the Agreement. In accordance with CLEAResult's existing network usage policies, Trade Ally and its employees will not access any gambling, pornography or hate or violence sites; introduce any viruses, worms, Trojan horses or other bugs or errors in the network; or forward any chain letters, executable “ready to run” files or other files that may cause damage to CLEAResult, its system or the CLEAResult Network. CLEAResult reserves the right to monitor Trade Ally's use of the CLEAResult Network. Trade Ally further agrees that any information that it obtains from access to the CLEAResult Network is CLEAResult Data. CLEAResult and Trade Ally agree that, in the event of a breach or threatened breach of this Section, CLEAResult will be entitled to specific performance of the provisions of this Data Security Policy and the Agreement, including an injunction prohibiting any such breach. Any such relief will be in addition to and not in lieu of any other appropriate relief in the way of money damages or otherwise. CLEAResult reserves the right, in its sole discretion, to terminate Trade Ally's access to and use of the CLEAResult Network at any time, for any reason, without penalty and without notice to Trade Ally.
4. **Security controls.**
  - a. In addition to any other requirements set forth herein, Trade Ally will establish and implement appropriate administrative, technical and physical safeguards (i) to ensure the security and confidentiality of CLEAResult Data, (ii) to protect against any anticipated threats to the security or integrity of CLEAResult Data, and (iii) to ensure that CLEAResult Data is not disclosed contrary to the provisions of this Section or any applicable Privacy and Data Security Law.
  - b. In addition to the specific requirements of this Section, Trade Ally will develop, implement and maintain a comprehensive data and systems security program (“**Security Program**”). Such Security Program will include, but will not be limited to, reasonable and appropriate technical and organizational security measures, procedures and practices against the destruction, loss, unauthorized access or alteration of CLEAResult Data, including but not limited to:
    - i. Written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing;

**Exhibit A – Data security requirements**

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- ii. Password protected workstations at Trade Ally's premises, any premises where the Trade Ally is performing its obligations under the Agreement, and any premises of any third party who has access to CLEAResult Data;
  - iii. Encryption of Confidential Information, as defined in the Agreement, including but not limited to any personally identifiable information of clients of CLEAResult or their customers; and
  - iv. Measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any CLEAResult Data including, but not limited to, restriction of physical access to CLEAResult Data, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with the current standard requirements in the industry.
- c. CLEAResult will have the right to monitor Trade Ally's compliance with the terms of this Section. During normal business hours and with twenty-four (24) hours prior notice, CLEAResult or its authorized representatives may inspect Trade Ally's facilities and equipment and any information or materials in Trade Ally's possession, custody or control, relating in any way to Trade Ally's obligations under this Section.
- d. In the event, CLEAResult determines Trade Ally has not complied with this Section, CLEAResult will provide written notice to Trade Ally describing the deficiencies. Trade Ally will have sixty (60) calendar days from receipt of such notice to cure. If Trade Ally has not cured the deficiencies within sixty (60) calendar days, CLEAResult may cancel the Agreement without further notice.
5. **Security maintenance.**
- a. Prior to CLEAResult's first transfer of CLEAResult Data to Trade Ally, Trade Ally will provide CLEAResult with documentation satisfactory to CLEAResult that it has undertaken a Security Program.
  - b. Trade Ally will provide CLEAResult written notice of any material change in its Security Program.
  - c. Trade Ally and CLEAResult agree to meet upon request of CLEAResult to evaluate the Security Program and to discuss, in good faith, means by which the parties can enhance such protection, if necessary.
  - d. Trade Ally will update its Security Program, including procedures, practices, policies and controls so as to keep current with applicable industry standards.
6. **Security breach.** Trade Ally will notify CLEAResult immediately (and, in any case, within twenty-four (24) hours) in writing of any actual, threatened or imminent breach of this Section (regardless of whether there is any identified disclosure, compromise, loss, or damage to CLEAResult Data) or any other unauthorized use, disclosure or acquisition of or access to, or loss of any CLEAResult Data of which Trade Ally becomes aware. Such notice will summarize in reasonable detail the effect on CLEAResult, if known, of the breach or unauthorized use, disclosure or acquisition of, or access to, or loss of any CLEAResult Data and the corrective action taken or to be taken by Trade Ally. Trade Ally will promptly take all necessary corrective actions, and will cooperate fully with CLEAResult in all reasonable and lawful efforts to prevent, mitigate or rectify such breach or unauthorized use, disclosure, acquisition, access or loss, all at Trade Ally's sole expense, including developing and distributing notices, in writing, to affected persons as required by applicable law, rule, regulation or order or as CLEAResult may otherwise deem necessary or advisable.
7. **No waiver.** The failure of either party to enforce strict performance by the other of any provision of this Data Security Policy, or to exercise any right available to that party, will not be construed as a waiver of such party's right to enforce strict performance in the same or any other instance.

**Exhibit B – Subcontractor consent form**

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By signing below, \_\_\_\_\_ (“Trade Ally”) requests and CLEAResult

Consulting Inc. (“CLEAResult”) consents to Trade Ally engaging with

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(“Subcontractor”) to perform services subject to the Trade Ally Participation Agreement, dated

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\_\_\_\_\_, between Trade Ally and CLEAResult (the “Agreement”), subject to the terms and conditions of this Subcontractor Consent Form (this “Form”). Any capitalized terms not defined in this Form will have the meaning described in the Agreement.

1. Effective Date. This Form is effective upon signature by both parties.
2. Trade Ally Warranty. Trade Ally represents and warrants that Subcontractor will not perform any Work until Subcontractor has signed a written agreement to meet the obligations of Trade Ally under the Agreement. Trade Ally will remain liable to CLEAResult and Sponsor for any failure of Subcontractor to comply with the Agreement.

Subcontractor Insurance. Trade Ally will provide to CLEAResult a certificate of insurance for Subcontractor that meets the requirements of the Agreement, including but not limited to each minimum coverage amount specified in the Agreement and including CLEAResult as an additional insured.

CLEAResult

Trade Ally

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix C: Feasibility study funding request submission form



Entergy Solutions

BY ENTERGY ARKANSAS

Entergy program feasibility study  
funding request submission form

Customer name / site name:

General information

Study start date:

Customer contact:

Customer phone:

Building type:

Building size (sq. ft.):

Facility operating hours:

Study implementer/trade ally (TA):

Contact name:

Contact phone:

Estimated project completion date (year):

Customer enrollment confirmed (Y/N) – to be  
completed by program staff

Customer name / site name:

Date:

Insert your company logo  
here (the trade ally)



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## Summary of co-funding program

To qualify for co-funding of a feasibility study, a proposal must have an estimated savings based on preliminary data and calculations that exceed a minimum of 50,000 kWh in custom measures and the Entergy Customer must be enrolled in the energy efficiency programs. The proposed study and energy efficiency measures must be performed at sites being served by valid Entergy account numbers that have been verified through customer enrollment, as mentioned above.

After review by Program staff, the Customer will be informed of the selection of the project and the co-funding amount being provided to assist the Customer with the study, which is up to a maximum of \$20,000 (funding may be limited based on availability). The first 40% of identified co-funding will be paid to the Customer (unless the customer has assigned funding to the vendor) upon the conclusion of the study and the submission of the completed report and associated invoicing for the study to the Program Implementer. If the Customer moves forward with cost effective recommended projects from within the feasibility study, and the savings of those projects exceed a minimum of 50,000 kWh in custom measure energy savings within the Program, the Program will pay up to, but not exceed, an additional 60% of the original feasibility cost as an added incentive when the projects are implemented, and Large Commercial and Industrial project incentives are initiated for payment.

### Additional rules and guidelines:

1. The 50,000 kWh in minimum reductions from energy savings must be achieved through **custom** measures to receive co-funding.
  - a. This rule applies to both submitted projects for estimated savings as well as projects moving forward within the program.
  - b. Custom savings are defined as projects requiring engineered calculations, energy models, or logged data analysis.
  - c. Energy-saving measures with calculation methods defined in the current version of the Arkansas TRM are considered **prescriptive** savings and will not be included as custom measure savings under Feasibility Study Co-Funding applications.
2. Feasibility Study Co-Funding is subject to review and approval based on program eligibility and/or cost effectiveness of submitted measures within this application.
  - a. Trade Ally/Customer applicant will be notified of eligibility once the application review process for Feasibility Study Co-Funding is complete.
3. If a lower Feasibility Study Co-Funding tier is the final attainment for the project(s), the Program will pay the lower tier amount.

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- a. Should the measured energy savings achieved through the implementation of the Customer's project(s) result in a lower value than identified in this application and per the initial scope of work, as delivered to and approved by the Program staff, the "Feasibility Study Tier Structure" will be revisited to determine the appropriate level of incentives earned by the project.
  - b. This guideline also applies to a potential reduction of the number of projects pursued by the Trade Ally/Customer applicant or through a change of scope on projects executed to achieve savings.
4. The amount reserved through this application toward the Feasibility Study Co-Funding program budget serves as the established "cap" for Feasibility Study incentives.
  - a. The Feasibility Study incentives are made available to serve the effort involved with developing new, custom, collaborative and comprehensive measures; therefore, the Trade Ally/Customer applicant must embrace accurate, well-defined scopes, savings values and budget.
  - b. Should the measured energy savings achieved through the implementation of the Customer's project(s) result in a higher value than identified in both this application and the Trade Ally/Customer's initial scope of work, as delivered to and approved by the Program staff, the final incentives earned remain at the tier level proposed through this application.
  - c. The amount reserved through this application is the highest amount available to be paid toward the work in totality for defining the measure opportunities identified in this application.
5. If more project opportunities are identified later that increase savings potential, a new Feasibility Study can be added for the new measures and can be paid at the higher tier amount.
  - a. Tiered savings will be **cumulative** within a program year.
  - b. This additional opportunity applies to any additional measures/projects initially identified in this application and confirmed during the course of the study but not implemented by the Customer until subsequent phase(s).
6. Regardless of whether the measured energy savings achieved through the implementation of the Customer's project(s) result in a higher or a lower Feasibility Study Co-Funding tier, the final Large Commercial and Industrial Project Application will be adjusted to reflect the actual energy savings verified.
  - a. The actual executed project(s) incentives earned will reflect the amount of kWh savings achieved.
7. All Feasibility Study Co-Funding is made available on a first-come, first-served basis. All Feasibility Study Co-Funding incentives reserved for a Trade Ally/Customer applicant project are subject to release back into the annual Program budget.
  - a. If the Trade Ally/Customer has not completed the project in order to earn second-half funding by August 31 of the current program year, program staff will submit a first inquiry to the TA and/or Customer to determine if the proposed project will be completed in the current calendar year.

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- b. The TA will be given 14 days to respond to the inquiry.
  - c. Upon failure to respond or if program staff is advised that the project will not be completed by the end of the calendar year, second-half funding for that project will be unreserved and made available to any TA/Customer on a first-come, first-served basis.
  - d. If a wait-list exists, funds will be made available to the TAs/Customers on the wait-list in the order that they were listed.
  - e. If a TA/Customer has not completed a project identified in the study by October 31 of the current program year, a second inquiry will be sent to the TA/Customer, and the TA will be given 14 days to respond.
  - f. If the TA does not respond, or if any project is determined not to be under construction by that date, it will automatically have reserved funds released unless an exception is approved by the Program Manager.
8. Studies that are submitted after September 1 will automatically be reserved for funding on the first half of the study only, unless an exception is approved by the Program Manager. Second-half funding will automatically become reserved on January 2 of the subsequent year.
9. The maximum co-funded amount of \$20,000 is the limit per Entergy Customer, per year.
  - a. This total amount can be applied across multiple Entergy metered properties, or even over time on separate or phased projects within the same program year for each Customer.
  - b. Entergy defines a Customer by their Business Partner number or Federal Tax ID number.
10. The Customer has the right to choose their preferred vendor to execute any or all Feasibility Studies and/or the subsequent potential energy-saving projects identified through that effort.
  - a. A signed application and scope of services issued and approved for reservation of incentives by the Program staff does not obligate the Customer to pursue either the study or any project(s) with the submitting Trade Ally applicant.
  - b. This Feasibility Study Co-Funding application is a document showcasing an energy and cost savings opportunity for a Customer; not a contract for services.

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## Summary of feasibility study

Please give a short description of the scope of the study to be performed, including any pertinent background data, preliminary estimates and calculations, the feasibility study cost, and a list of the expected deliverables to the Customer. A summary of each piece is below and can be deleted to use this format for submission of information or this table can be changed to reference attachments as required. Examples for each piece are given in the table below.

Submission Item	Explanation
<b>Scope of feasibility study</b>	<p>List all items to be investigated for potential energy savings. Also list any supplemental items to be included in the report that are either required for the proposed energy measures (i.e., wiring changes, additions of electrical distribution equipment, etc.) or that are being reviewed for the Customer that have no impact on energy savings.</p> <p>Ex. The feasibility study will evaluate the compressed air system at the XYZ Manufacturing facility listed in the general information above. The study will evaluate the compressors, controls options, pressure requirements and all "end uses" of compressed air at the facility. Evaluations of distribution system leaks, pressure requirements and alternatives to "inappropriate uses" will also be performed.</p>
<b>Deliverables to customer</b>	<p>List reports, graphs, raw data, test data, etc. that will be delivered to the Customer at the end of the study. The deliverables must include at a minimum:</p> <ol style="list-style-type: none"> <li>1) Identification of energy-efficient upgrades with an explanation of the existing condition and the proposed upgrade for each energy-efficient measure identified.</li> <li>2) Estimates of energy savings for each identified energy measure and the calculation methodology and assumptions used to achieve that savings.</li> <li>3) A scope of work that would be required to achieve the proposed upgrade or installation, including cost estimates.</li> </ol> <p>Ex. The results of the feasibility study of the compressed air system at the XYZ Manufacturing facility will be presented in a comprehensive report that will include energy efficient measures identified by the study. Graphs and tables inferred from test data will be included to provide background, while copies of all raw data will only be provided upon request to keep the length of the report moderate. Each identified measure will have energy savings estimates along with calculations and assumptions that support the savings estimates. In addition, a scope of work will be developed for each identified energy-savings measure along with a cost estimate for each.</p>
<b>Financial analysis</b>	<p>List the methods of financial analysis that will be performed for the Customer for each identified energy conservation measure. At a minimum, each measure must include an</p>

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estimated cost, estimated energy savings, estimated utility cost savings, assumed (or calculated utility rates) and a payback analysis (simple payback, ROI, MIRR, NPV, IRR, etc.).

Ex. All energy-saving measures identified at XYZ Manufacturing facility will be financially analyzed, using the estimated cost and energy savings. Using utility data provided by the Customer, demand and energy rates will be estimated on an annual basis. These will be used with the annual utility savings to calculate estimated cost savings for each measure along with the simple payback period and IRR for each.

**Cost of feasibility study**

List the cost of the study and include an attachment of the proposal to the customer to this submission form. The submitted costs will be used for the reservation of program funds, so any changes in scope of the study must be communicated to program staff immediately to evaluate funding availability.

Ex. This study will cost \$7,500. See attached proposal to XYZ Manufacturing for more information.

**Summary of projects in study**

Energy conservation measure description	Estimated electricity savings (kWh/year)	Estimated demand savings (kW/year)	Estimated cost savings (\$/year)	Estimated project cost	Estimated incentive	Project simple payback
Overall project totals	0	0.00	\$0	\$0	\$0	0

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Efficiency measure #1: «ECM_1_Name»	Estimated project cost:	XXX,XXX	IRR:	XX%
	Estimated savings (kWh):	XXX,XXX	Estimated savings (\$):	XXX,XXX

Provide a short description of identified project giving explanation of existing conditions and the proposed retrofits. Include any pertinent background data, summary of collected data, assumptions for operating hours, assumptions for load factors (or profiles) and any other data pertinent to the savings calculations.

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## Appendix D: Feasibility study co-funding letter of intent (Example: without incentive assignment)

<place on company letterhead>

Dear Program Manager,

As an eligible participant of the Entergy Arkansas Large Commercial & Industrial Solutions Program, we are engaging <Trade Ally/Implementer/Contractor/Consultant> to perform a feasibility study at our <Site name here, Physical Address> facility. Should the feasibility study identify cost effective energy efficiency opportunities, we intend to fund the implementation of those projects.

It is my understanding that:

- Co-funding is available from the Entergy Solutions Program on a first-come, first-served basis.
- It may fund up to 100 percent of the cost of a feasibility study.
- The maximum co-funding assistance available per Entergy Customer is \$20,000 for the 2019 program year.
- Co-funding will be applied as follows: upon completion of the study, 40 percent of the total co-funding will be paid. Upon completion of the projects, the remaining 60 percent will be paid, so long as the annual electric energy savings achieved by the projects through custom measures are greater than or equal to 50,000 kWh per year, as verified by post project measurement.
- Projects must be eligible for the Entergy Solutions Program.
- Funds are not reserved until I receive a confirmation letter from the program.
- Rules for the feasibility study co-funding program are available in the Entergy Solutions program manual available for review here: [http://www.energy-arkansas.com/content/energy\\_efficiency/docs/CI\\_Custom\\_Program\\_Manual.pdf](http://www.energy-arkansas.com/content/energy_efficiency/docs/CI_Custom_Program_Manual.pdf)

I authorize the Entergy Solutions Program to reserve funding for the attached proposals on our behalf.

Thank you for your assistance in our energy efficiency efforts,

<authorized signature>

**(Example: With incentive assignment)**

<place on company letterhead>

Dear Program Manager,

As an eligible participant of the Entergy Arkansas Large Commercial & Industrial Solutions Program, we are engaging <Trade Ally/Implementer/Contractor/Consultant NAME HERE> to perform a feasibility study at our <Site name here, Physical Address> facility. Should the feasibility study identify cost effective energy efficiency opportunities, we intend to fund the implementation of those projects.

As a financially responsible party for <Name of organization> (the Program Participant), I hereby assign the applicable incentive funding developed by the <project / feasibility study> (as provided by the Entergy Solutions Programs) to the above named <Trade Ally/Implementer/Contractor/Consultant>, and direct that funding be paid directly to that <Trade Ally/Implementer/Contractor/Consultant>.

It is my understanding that:

- Co-funding is available from the Entergy Solutions Program on a first-come, first-served basis.
- It may fund up to 100 percent of the cost of a feasibility study.
- The maximum co-funding assistance available per Entergy Customer is \$20,000 for the 2019 program year.
- Co-funding will be applied as follows: upon completion of the study, 40 percent of the total co-funding will be paid. Upon completion of the projects, the remaining 60 percent will be paid, so long as the annual electric energy savings achieved by the projects through custom measures are greater than or equal to 50,000 kWh per year, as verified by post project measurement.
- Projects must be eligible for the Entergy Solutions Program.
- Funds are not reserved until I receive a confirmation letter from the program.
- Rules for the feasibility study co-funding program are available in the Entergy Solutions Program manual available for review here: [http://www.energy-arkansas.com/content/energy\\_efficiency/docs/CI\\_Custom\\_Program\\_Manual.pdf](http://www.energy-arkansas.com/content/energy_efficiency/docs/CI_Custom_Program_Manual.pdf)

I authorize the Entergy Solutions Program to reserve funding and assign incentives to <Trade Ally/Implementer/Contractor/Consultant> for the attached proposals on our behalf.

Thank you for your assistance in our energy efficiency efforts,

<authorized signature>



## Appendix E: Letter of incentive reassignment

RE: Assignment of Incentive Funds  
Entergy Solutions - Business Solutions Programs  
Entergy Arkansas, LLC

Dear Program Manager:

As an Entergy Arkansas customer, we are participating in the Entergy Solutions - Business Solutions Programs and are engaging **Any Vendor USA, Typical Road, Anywhere, AR 7\*\*\*\*, 501-555-5555**. Please see attached **Entergy Arkansas Project Application** for information on the proposed project. The facilities affected by this effort are listed below with the applicable Entergy account numbers.

As a financially responsible party for **Example Corporation, Inc.**, I hereby assign the applicable incentive funding developed by CLEAResult under the Large Commercial & Industrial Program to the above named contractor and request that funding to be paid directly to that contractor.

I understand that a confirmation letter will be developed and sent to me by the Entergy Solutions program implementation staff to confirm the amount of incentive funds being reserved for this **interior lighting, exterior lighting, lighting controls, HVAC, HVAC controls retrofit project** and to acknowledge the assignment of incentive funds. I also understand that this assignment of incentive funding is a one-time agreement limited only to the funding developed by the aforementioned **Entergy Arkansas Project Application**, and that future incentive funds outside those associated with this effort will be paid to the Program Participant unless further assignment is processed through the Entergy Solutions program staff.

Thank you for your time and consideration in assisting us with our energy efficiency efforts.

Signed,

\_\_\_\_\_  
**Name of Authorizing Official**  
**Title of Authorizing Official**

\_\_\_\_\_  
**Date**

Facility Name	Entergy Arkansas Account #
<b>Building A, 123 Any Street, Little Rock, AR</b> <b>7****_****</b>	<b>00000*****</b>
<b>Building B, 123 Any Street, Little Rock, AR</b> <b>7****_****</b>	<b>00000*****</b>



## Appendix F: Timeline of projects

1. Submitted Projects – 20 business days
  - Pre-Inspection (QA/QC) – two business days to respond and determine if more information/ documents are needed.
  - Pre-Inspection – the program implementer will have five days to add to the queue and an additional 10 business days to complete pre-inspection service.
  - Incentive Reserved – three business days to complete and send email to trade allies confirming incentive reservation.
2. Upon project completion – 15 business days
  - Trade ally notifies program team of project completion and submits documentation for review: final invoicing and cut sheets. If complete, project will be added to post-inspection queue – five business days.
  - Post-Inspection (QA/QC) – the program implementer will review post-installation pictures and review post-inspection notes and perform project reconciliation (if necessary) – 10 business days to complete if project passes post-inspection. If a failure occurs, project reverts to previous step.
3. Incentive Approval and Processing – 20 business days
  - Program implementer receives Entergy approval – 10 business days
  - Program implementer issues check – 10 business days