

2021 Industrial Sub-Metering Application



Consumers Energy
Business Energy Efficiency Programs

Consumers Energy
Count on Us®

About this Application

Apply for Industrial Sub-Metering from Consumers Energy and begin continuous energy performance improvement by implementing the processes and systems needed to incorporate energy management into daily operations. Let experts assess your facility's energy use and assist you in developing small changes that can have a big impact on your bottom line.

What is Industrial Sub-Metering?

Sub-metering is a data-driven approach to energy management that enables the measurement and tracking of process and operational energy use. An energy model is created from the metered data and correlated process variables such as production rates using regression analysis. Real time energy use is then compared to the energy model to determine savings. A web accessible custom dashboard is created to display real time energy use and track savings with respect to the model. This tool gives operators the information they need to monitor and manage process energy use.

The service provides technical assistance and financial incentives to customers implementing process and operational energy saving strategies and actions. This approach involves key customer personnel and Consumers Energy experts in identifying potential opportunities and then taking steps to make savings a reality. Incentives are paid for energy savings resulting from incremental improvements.

How much could I save?

It is common to achieve energy savings in the range of 5%-8% or more. The majority of savings result from low/no-cost process enhancements, operational efficiencies and curtailment efforts that have immediate paybacks.

Does my facility qualify?

If you answer "yes" to **all** of these questions your facility is eligible:

- Do you purchase your electric and/or natural gas service from Consumers Energy?
- Does your facility use more than 2,600 MWh/ year?
- Is your facility free of major maintenance issues?
- Do you intend to operate the current building systems for the next five (5) years without major upgrades?
- Are you willing to securely share production data and/or data that directly impacts the use of energy in your manufacturing operations?
- Are you willing to commit resources to conduct, study and implement findings?

Directions

Please save a copy of this form to your computer by selecting "File>Save As..." before entering text and numbers. Then fill in your information electronically and select "Save". Note that this form requires Adobe Reader® version 11.0 to function properly. Download the most recent version of Adobe Reader® at Get.Adobe.com/reader.

- A Complete and sign the application for participation in Industrial Sub-Metering.
- B Complete the installation of a Consumers Energy supplied meter or enable data transfer from your meter within 60 days of submitting an application.

Interactive PDF is available at
ConsumersEnergy.com/iep

Application Checklist

□ Eligibility

Eligible customers must be served by Consumers Energy electric and/or natural gas services. Eligible facilities must meet size and use criteria (see previous column). Customer must be willing and able to implement recommendations.

□ Submit Application

Email, mail or fax a completed copy of the application including all required documentation. Please sign this application. Customer applications will be followed up with a telephone interview to verify eligibility for the service.

□ Facility Assessment

The goal of the assessment is to determine if the process and operations offer adequate opportunities to justify participation in the program and identify potential process and operational efficiency measures. Customers will coordinate with the Consumers Energy team to provide access to building for a walkthrough and familiarize them with equipment and operations. An assessment report of the findings will be prepared by Consumers Energy and a report delivery meeting scheduled to plan implementation of measures.

□ Planning

A time-based implementation plan must be submitted by the Customer to Consumers Energy Business Energy Efficiency Programs after the assessment report is completed. This should include steps to complete the recommended low cost/no cost action(s) and meet the Minimum Customer Implementation Commitment.

□ Implementation

Install a process sub-meter provided by Consumers Energy if one is not present and establish Internet transmission of metered energy and process variable data. Following an agreed upon time period to establish the baseline regression analysis, install your selected low cost/no cost efficiency improvement commitments. Additional incentives may be available for capital projects completed beyond the implementation requirements. Service staff will help you determine what may also be available through other offers. A revised regression analysis may be required following capital improvements that impact the sub-metered energy use.

□ Submit Application by one of these methods:

Mail: Consumers Energy Business Energy Efficiency Program
P.O. Box 1040 Okemos, MI, 48805

Fax: 877-607-0738

Email: erin.keller@cmsenergy.com

Available Incentives

- Industrial Sub-Metering is a “service-incentive”. This means the Industrial Sub-Metering based service is an incentive to the customer and is fully funded by Consumers Energy Business Energy Efficiency Program for sites approved to participate. The Industrial Sub-Metering service is available to qualified industrial customers of Consumers Energy with at least one meter that is on an eligible rate for participation. This service is not available to Consumers Energy business customers and/or sites that are participating in a self-directed option for the current service year. The goal of this service is to help customers identify and implement opportunities that have an immediate payback and improve the efficiency of major energy-using processes or operations and reduce energy costs without adversely affecting production or system operations. Qualified initiatives must be implemented at facilities served by Consumers Energy and projects must result in a measurable improvement in energy efficiency.
- The customer understands that the Industrial Sub-Metering service has a 5-year commitment with limited annual funding and that customers will be served until allocated funds are depleted. If funds are available, the incentive for this project will be reserved once this completed agreement has been received by the Industrial Sub-Metering Team. This service may be modified or terminated without notice.
- In order to qualify for the Industrial Sub-Metering service incentive, customers are required to meet a minimum implementation requirement for low/no cost efficiency measures. The following criteria is used to determine the customer’s implementation requirement:
 - Required Measures Criteria: Cannot qualify for incentives from other Consumers Energy programs that require a capital expenditure.
 - Implementation Requirement: Includes required low/no cost measures.
 - Potential energy savings from all measures are estimated to be 5% or more annually.
- Electric incentive: \$0.05/kWh saved.
- Natural gas incentive: \$6.00/Mcf saved.
- Incentives are paid annually.

Program Year Incentive Limits

The amount of incentives a customer can receive for each facility is limited. A facility is defined as a single manufacturing site that is responsible for paying the Consumers Energy electricity and/or natural gas bill. A customer is defined as the organization under which the facility (or facilities) are owned or operated, regardless of who is responsible for paying the bill. The facility must have a commercial rate code. The program has a limited annual budget. Applications will be processed until allocated funds are reserved or spent each program year.

Industrial Sub-Metering Customer Incentive Limit	\$120,000 per customer facility.
Natural Gas Customer Incentive Limit	\$1,000,000 across all facilities per customer.
Electric Customer Incentive Limit	\$2,000,000 across all facilities per customer.

Industrial Sub-Metering Pre-Notification Applicant Information

Important: Please read the terms and conditions before signing and submitting this application. You must complete all information and provide required documentation to avoid processing delays.

Your Consumers Energy Advisor (if known) _____

Primary Business Type

- Agriculture
- Biotech
- Data
- Heavy Industrial
- Light Industrial
- Other _____

Facility Size (Area)

_____ ft²

Age of Facility

Natural Gas Provider

- Consumers Energy
- DTE Energy
- Other _____

Electricity Provider

- Consumers Energy
- DTE Energy
- Other _____

Project Information

Name of Applicant's Business
(as it appears on taxpayer ID#)

DBA (if applicable)

Project Name (if applicable)

Company Name (as it appears on Consumers Energy bill)

Name of Contact Person

Title

Contact Phone

Contact Email

Facility Address

City

State

ZIP

Mailing Address

City

State

ZIP

Consumers Energy Natural Gas Account Number (at Project Location)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Consumers Energy Electric Account Number (at Project Location)

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Customer Tax Information (Required for all applications)

Tax Status*: Individual/Sole proprietor C Corporation Partnership LLC Enter Tax Classification _____
 single-member LLC S Corporation Trust/estate Other _____

Tax ID Number: Please provide your EIN/Federal Tax ID below.

EIN/Federal Tax ID -

Exemptions:

Payee Code _____ FATCA Code _____

*W-9 must be provided for payee with application.

For internal use only

Date	Assigned	CE -
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Service Agreement: Terms and Conditions

Consumers Energy Business Energy Efficiency Program or Service Administrator makes available Process Sub-Metering that offers service incentives to eligible Consumers Energy customers who agree to implement recommended electric and/or natural gas process and operational efficiency measures (POEMs) at the Customer Facility listed above (Facility). This Industrial Sub-Metering Application and this Agreement (Agreement) by and between Consumers Energy Business Energy Efficiency Program (Provider) and customer (Customer), whose signature is below, sets out the terms governing Customer's participation in the service. The Agreement must be signed by Customer and returned to Consumers Energy within 30 days of Customer signing to be considered for the service.

The parties agree as follows:

Definitions

The following terms used in this Agreement are defined as follows:

1. "Customer Selection Form" or "CSF" is the document maintained by the Service Administrator which summarizes POEMs and the required POEM Bundle to be implemented. The actual amounts may vary if the scope of work changes. The CSF shall be signed by the Customer and then returned to Utility within 30 days from the date of the CSF being delivered to the customer. The Customer will have an opportunity to approve any changes to the CSF after informing the Provider via a "Change Order".
2. "Measurement and Verification (M&V)" means the process of monitoring, measuring and/or verifying data related to equipment operation and electrical and/or natural gas energy use. M&V will be performed with permanently installed metering equipment. M&V results are subject to Provider review and approval.
3. "Minimum Customer Implementation Commitment" is the minimum amount the Customer agrees to spend on meter installation and the implementation of POEMs mutually agreed upon at the Customer's Facility as consideration for participation in the service.
4. "Required POEMs" are the individual POEMs that have been identified in the Industrial Sub-Metering facility assessment and are required for implementation at the Customer's Facility.
5. "POEM Bundle" is the selection of Recommended POEMs chosen by Customer for implementation and documented in the CSF.
6. "Required Implementation Date" is the date by which the Customer must complete the Minimum Customer Implementation Commitment and is defined as 90 days (with approved exceptions) from the delivery date of the Customer Selection Form to the Provider.
7. "Facility Assessment" is a systematic evaluation of a Customer's process and operations completed by the Service Administrator to assist customers in identifying opportunities to improve the efficiency of major energy-using systems and reduce energy costs without adversely affecting facility or system operations.

Program administrator

The Provider will administer the service. Responsibilities include, but not limited to, such activities as:

- Service administration. Complete the facility assessment and issue the CSF.
- Marketing and project service development.
- Review, processing and approval of customer applications.
- Conducting of pre- and post-installation inspections including measurement and verification activities.
- Issuing incentive payments.
- Ensuring POEMs are implemented as planned.

Customer eligibility

The Customer represents and warrants that it is an existing delivery services customer of the Provider at the Facility. The parties agree that Customer may take electricity or natural gas from a company other than Provider as long as Customer is obtaining delivery of electric or natural gas service from Provider.

Service incentive

If the Customer/Service Provider is not able to identify a sufficient number of POEMs to satisfy the Minimum Customer Implementation Commitment, the Provider may reduce or waive the Minimum Customer Implementation Commitment. The Industrial Sub-Metering service reserves the right to modify these rules as it sees necessary. Service rules in place at the time that the Customer or Service Provider signs a Participation Agreement and/or Change Order, whichever is more current, will apply to that specific project.

Payment of incentives is strictly subject to completion and verification of work in accordance with the service rules. The service shall reserve the right to conduct a post inspection of all completed projects. If the Service Administrator finds material discrepancy(ies) between the performed work and this Agreement, CSF, or the Change Order, whichever is most current, it will allow the Customer or Service Provider 14 calendar days from the time of Notification to remove the discrepancy(ies) in a manner acceptable to the service. The service reserves the right to disapprove and reduce the incentive if the service rules are not followed or if work completed by the Customer is materially different than what was contained on the CSF or Change Order, whichever is most current.

Project inspections

To confirm eligibility and support identification and implementation of POEMs and M&V efforts, Customer shall provide the Provider:

- All requested Customer information including, but not limited to, account information, energy use data, relevant process and systems documentation, contact information for Customer's existing service contractors whose knowledge or activities could support implementation and other relevant information for the completion of services under this Agreement.
- Assistance with the automated collection and transmission of production data or other parameters pertaining only to the agreed upon POEMs that are part of the service and personnel time to interface with the Provider to assist with data collection and assessment of additional POEMs. The Customer understands that permanent monitoring and

communication devices or equipment will be installed at its facility as part of the service.

- Access to the Facility throughout all phases of the project and for up to five (5) years from the date of sub-metering installation.

Minimum customer implementation commitment

The Customer shall complete the Minimum Customer Implementation Commitment no later than the Required Implementation Date.

The Customer has sole discretion with guidance from the Service Administrator as to which POEMs are selected to meet the Minimum Customer Implementation. Costs related to the Customer personnel assistance under the service does not count toward the Minimum Customer Implementation Commitment. Upon completion of the POEM Bundle, the Customer shall provide the Provider with written (email is sufficient) notification stating that the POEM Bundle is implemented and operational. The Customer acknowledges that the Customer is responsible for separately arranging and paying for the implementation of CSF Bundle.

Agreement term

The term of this Agreement shall not exceed 5 years without written exception agreement of all Parties. It is anticipated that the project shall last approximately 12-24 months. However, the Customer shall have the right to terminate this Agreement at any time up until the time of proposal acceptance.

Customer information

The Customer authorizes Provider to provide applicable Customer data necessary for providing the services and support, including Provider account information, production data or other process metrics energy use data and other personally-identifiable information ("PII"), to the Service Administrator. Provider and Service Administrator shall only utilize such Customer data for providing services related to this Agreement to the Customer and Provider or Service Provider shall not disclose Customer data to any outside organization without the Customer's consent. However, the Customer understands that the Provider or Service Administrator may disclose such information to its attorneys or be required to disclose Customer data in connection with law enforcement, fraud prevention, regulation and other legal action; in those cases, Provider and Service Administrator will comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure. **Accordingly, the Customer hereby releases, holds harmless and discharges utility, its agents, officers, directors, shareholders, employees, contractors, affiliates, successors in interest and assigns from and against any and all claims of whatever nature arising in connection with or associated with the sharing of customer bill or any other utility data.**

Provider reserves the right to associate with customer's business and include Customer's participation in the service for promotion and advertising purposes however, specific project details will not be released without prior consent.

The Customer may opt out of such publication or any recognition in writing provided to Provider.

Energy benefits

The Customer acknowledges that Federal Energy Regulatory Commission (FERC) Order issued on June 1, 2012, at Docket No. ER11-4081- 000 ("FERC Order") approves of the inclusion of energy efficiency resources as planning resources in a utility's resource adequacy plan (all italicized terms as defined in the FERC Order). Accordingly, Customer and Provider agree that all such rights afforded with respect to energy efficiency resources, including but not limited to the right to identify them as a planning resource so as to include them in a resource adequacy plan, shall inure exclusively and fully to Provider. The Customer agrees that it will not claim ownership in such energy efficiency resources for purposes of identifying them as a planning resource in accord with the FERC Order or include them in a resource adequacy plan.

Fraud

The Customer represents and warrants that it is eligible and authorized to participate in the service and that Customer's participation in the service will not result in the violation or breach by Customer of law, Customer's contractual obligations, or other duties to or rights of any third party. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds or incentives determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to the payer. Any Customer found to be engaged in any fraudulent activity or misrepresentation of any kind will be removed from the service. This section will not limit other remedies that may be available in response to the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.

Disclaimer of warranties

The Customer shall independently evaluate any information provided by Provider or Service Administrator to estimates of energy savings or costs and is solely responsible for any decision related to the POEMs implemented. Responsibility for delivery and workmanship related to any equipment or services Customer procures exclusively rests with the contractor or retailer selected by Customer. Provider and Service Administrator make no warranties or representations of any kind, expressed or implied, or assume any legal liability with respect to the performance or effectiveness of any potential energy savings, accuracy, completeness, or usefulness of any data, information, method, product or process disclosed in this document, or represent that its use will not infringe any privately owned rights, including, but not limited to, patents, trademarks, or copyrights, equipment installed, measures implemented and/or services rendered by any person or entity in connection with the service. **Provider and Service Administrator disclaim all warranties, express or implied, to the maximum extent under law where statutory or otherwise, including without limitation any warranties of merchantability or fitness for a particular purpose.** Additionally, Customer shall clearly identify any information which it deems confidential and that the Industrial Sub-Metering service will use its best efforts to maintain such confidentiality.

Limitations of liability

To the fullest extent allowed by law, Provider and Service Administrator's total liability, regardless of the number of claims, will be limited to the costs associated with providing the Incentive in accordance with this Agreement and Provider, Service Administrator and their respective directors, employees and subcontractors shall not be liable to the Customer or any other party for any other obligation. In no event shall DNV or Consumers Energy be liable to the Customer for any consequential, indirect, exemplary, special, incidental or punitive damages including, without limitation, lost profits, even if such damages are foreseeable or the damaged party has been advised of the possibility of such damages, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind, and regardless of whether any such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy and, in no event shall DNV's or Consumers Energy's liability to the Customer exceed the total amount of payments made under this Agreement.

Indemnification

The Customer shall defend, indemnify and hold DNV and Consumers Energy, its officers and directors, employees harmless from and against any and all claims, demands, causes of action, suits, including but not limited to injury, death or damage to property and other litigation and related damages, losses and expenses, violation of any laws, or failure to maintain any licenses or permits, including but not limited to attorney's fees arising out of or resulting from the services performed or failed to be performed by the Customer and Provider or anyone for whose acts they may be liable. The Customer shall reimburse DNV and/or Consumers Energy for all expenses, including but not limited to attorney's fees, paid or otherwise incurred to in interest, of and from any and all debts, demands, actions, causes of action, suits, accounts, covenants enforce the provisions of this paragraph if either Customer's insurer refuses to so defend, indemnify or hold DNV and/or Consumers Energy harmless as provided above. The Customer hereby unconditionally and irrevocably releases and forever discharges, to the fullest extent permitted by applicable law, DNV and Consumers Energy, its officers, directors, employees, agents, representatives, assigns, affiliates, parents, subsidiaries and successors, contracts, agreements, damages and any and all claims, demands and liabilities arising in relation to this Agreement or the work hereunder.

Pre-existing conditions

The Customer will not hold the Industrial Sub-Metering service, its representatives or Administrators, responsible for any pre-existing problems at the facility, including, but not limited to, toxic or hazardous materials found at the facility, roof leaks or other structural problems.

Toxic materials

Toxic materials removed, including but not limited to lamps and PCB ballasts, must be permanently taken out of service and disposed of in accordance with federal and state laws or regulation and local codes and ordinances. The Customer is responsible for being aware of any applicable codes or ordinances. Information about hazardous waste disposal can be found at Epa.gov/wastes.

The Customer shall comply with all applicable federal, state and municipal laws, ordinances, codes, acts, statutes, rules, orders and regulations, which apply to its actions at the facility or to the project. Customer shall ensure that all work is performed in compliance with reasonable safety and work practices and applicable federal, state and local laws, rules and regulations, including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the Michigan Occupational Safety and Health Administration.

Tax liability

Customer acknowledges that receipt of any incentive pursuant to this Agreement may result in taxable income to the Customer, even if Customer does not directly receive a payment and that Customer is solely responsible for payment and reporting taxable income, if any, with respect to Customer's taxes. The Customer should consult its own tax advisor with respect to the tax treatment of Incentive provided pursuant to this Agreement. Nothing in this Agreement is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.

Governing law and exclusive jurisdiction

This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the state where the Facility is located, excluding choice of law rules. Any litigation between the parties shall be prosecuted only in the state or federal courts of the state where the Facility is located.

Entire agreement/modification

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior representations or understandings, whether written or oral. No amendment or waiver of any of the provisions of this Agreement will be effective unless it is in writing and signed by all parties.

Capacity market participation

By participating in Provider's energy efficiency and peak demand reduction programs, Customer agrees that its electric provider will maintain ownership of all Capacity Rights from electric savings measures, which refers to the demand reduction associated with any energy efficiency and peak demand reduction measure for which incentives were provided by the Provider. Your electric provider will aggregate these energy efficiency demand reduction attributes into the capacity market as appropriate, with proceeds being used to reduce customers' costs for the programs.

Customer Acceptance

By signing below, I certify that:

1. The information provided in this Industrial Sub-Metering Service Application and Agreement is accurate and complete and I will notify Provider immediately of any changes to such information;
2. I have read, understand and agree the Customer will be bound by and comply with the terms set forth in this Agreement;
3. As the Customer Representative, I have the authority to bind the Customer to the terms set forth in this Agreement. If a tenant, Customer is responsible for obtaining the property owner's permission to install the measure(s) for which the Customer is applying for a service incentive. By signing this Agreement, Customer represents that Customer has obtained such permission.

Customer

Customer Name	Customer Representative
Customer Signature	Date
Print Name	Title

Provider Representative

Provider Representative	
Signature	Date
Print Name	Title

Industrial Sub-Metering Notification

Facility Information

_____ ft ² , total area	_____ Number of full
_____ ft ² , conditioned area	time employees on
_____ Years of construction	maintenance staff
_____ Number of floors	_____ Annual hours of operation
_____ % occupied	
_____ Number of people in the	
building 8+ hours per day	

Manufacturing General Description

Outline the major process operation types, their scheduling and typical curtailment procedures (e.g., Enrober Op 80, Spray sweetener and additives, turn off spray pumps between batches).

Manufacturing Process	Operation Type	Curtailment Procedures

Describe the major interior process loads of the facility and identify any that dictate how manufacturing operations are affected.

Process or Operation	Process Connected Load kW	Effect on Production

Briefly describe past energy-efficiency projects or studies completed for the facility, including previous Strategic Energy Management.

Describe any currently planned energy efficiency, renovation or equipment replacement/upgrade projects for the facility.

Are there any scheduling issues that could affect the installation of metering or communication devices (e.g., major renovations or equipment replacements/upgrades)?

Facility Staff

Please identify key individuals responsible for the operation and management of production and state how long they have held their current positions. Also indicate individuals who will act as a part of the owner's project team by entering the amount of discretionary time to assist in the assessment, metering and incremental improvement activities.

Name	Position	Years in Position	Responsibilities	Availability for Study

Equipment Control

Please indicate the level of access and capability the production manager, machine operators or staff have to interact with the manufacturing process and operations (select one):

- None
 Some (e.g., able to adjust set points and schedules)
 Full (e.g., able to modify control logic)

Identify the type and manufacturer of the facility's energy management control system (EMS) or process controller. If the facility does not have an automated control system, please indicate.

Is the EMS or controller capable of trending and storing data for numerous points simultaneously?

Does the EMS or controller have the capability to securely transmit data over the internet via a gateway or ethernet connection through your internet?

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