



2024 Program Manual Small Business

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Program overview

Program description

The Entergy Arkansas portfolio of business solutions programs includes attractive value propositions and provides energy-saving opportunities for Entergy Arkansas's small business customers. The small business program (program), one of the programs within that portfolio, offers multiple participation opportunities for commercial customers that have peak electric demand of less than 100 kilowatts (kw).

This program is designed to help Entergy Arkansas's small business customers achieve electricity savings through assessments conducted by local trade allies. Trade allies will help small business customers analyze their facility's energy use, identify energy-efficiency improvement projects, and install cost-effective energy-saving measures. Small business customers may receive no cost energy assessments and direct installed measures as well as rebates for eligible energy-efficiency measures that are installed in their business.

Program objectives

- Achieve electricity savings by using local trade allies to make efficiency improvements.
- Help Entergy Arkansas small businesses understand how their business is using energy, identify opportunities for energy savings specific to their facilities, and prioritize a wide range of energy conservation measures.
- Transform these markets over time by addressing the following market barriers that hinder the adoption of energy efficient technologies and practices:
 - Small business owners may not have the technical expertise or time to devote to energy-efficiency improvements, particularly since most of these businesses have few, limited staff, most of which do not necessarily have adequate time or resources to focus on sound energy management.
 - Limited ability to effectively access and procure energy-efficiency services that can be easily delivered; most small businesses do not have the benefit of being targeted by energy service companies (escos), lighting distributors, and other market actors who help facilitate energy management.
 - Most small businesses have limited access to investment capital, meaning that first cost can be a significant barrier for efficiency upgrades without intervention or support from external sources.
- Develop a trained group of trade allies capable of providing whole-facility energy services in the market.
- Provide a suite of educational and supporting services for customers and trade allies to promote the implementation of energy-efficiency measures.

Program management & contacts

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Email: **ascott@CLEAResult.com**

Energy Efficiency Solutions Center ("ESC")

Phone: **1-877-212-2420**

Program roles & responsibilities

Program sponsor: Entergy Arkansas, LLC

Website: <http://www.energyarkansas.com/smallbusiness>

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

Program evaluator: tetra tech

- Provides oversight of program implementation to verify that savings claimed in the program is 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 TRM updates.
- Surveys program participants to determine if program implementation is meeting their needs and expectations.
- Surveys customers to determine if program outreach is adequately informing the market of the energy efficiency program opportunities.

Program implementer: CLEAResult

- 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 all required on-site inspections and documentation.
- Provides calculations on energy savings potential for identified projects.
- Assists in evaluation of financial metrics for energy efficiency projects (payback, ROI, etc.).
- Processes and delivers incentive checks for successful projects.

Program participant: customer

To participate in the program, participants must: (customers using a trade ally may have the trade ally complete some of the following actions on the customers' behalf.)

- Work with program trade ally to schedule a facility assessment.
- Submit a project application to reserve incentives for qualifying energy efficiency projects.
- Exert best efforts to approve, fund, install and report selected projects before the end of program year.

- Contact the program implementer when projects are completed 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 as a trade ally, the trade ally must:

- Execute the trade ally agreement.
- Complete required training(s) and adhere to program guidelines set out in this program manual.
- 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.
- Share with program staff adequate project information on proposed projects to allow the calculation of energy savings and incentives for the program participant.
- Provide program staff with sufficient project information to calculate and record the potential participant energy savings and participant incentives.
- Coordinate verification of 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 program implementer.
- Perform all work to the required standards of the program.

Program eligibility

Customer eligibility

To participate in the program, the customer:

- Must be a commercial customer of Entergy Arkansas with a valid account number.
- Must have total electric demand less than 100 kilowatts (kw).

Trade ally eligibility

Trade allies of various trades that meet all program qualifications and standards (listed below) are eligible to participate in the program. Trade allies may continue as a part of the program as long as they maintain compliance with all program requirements, achieve satisfactory customer satisfaction scores, and pass quality control inspections and validations.

- To participate, trade allies must sign a trade ally agreement, and attend online, on-site, and in-field training as required to comply with program guidelines. Follow-up training will be provided as needed to ensure trade allies proficiency. Trade allies will not be included on the program's website until they demonstrate proficiency in the skills required to be a trade ally in the program. In order to participate in the program, customers are required to use trade allies. Details on the training, tools, and performance are listed below:
- Technical requirements
 - Understanding of basic building science principles.
 - Completion of program-required best practices training(s).
 - Provide proof of appropriate and required licensing.
- Business requirements
 - Demonstrate the capability to conduct business successfully by providing one of the following:
 - Satisfactory dun and bradstreet rating, or
 - 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, credit.
 - Confirmation that the principals in the business have a satisfactory individual credit score with no outstanding liens or judgments.

- Tools
 - To ensure that all materials are installed to manufacturer specifications, trade allies must own, use, and maintain all tools used.
- Quality performance
 - In order to maintain trade ally eligibility, the trade ally, upon request from CLEAResult, and at no additional cost to the customer, 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 CLEAResult. Trade ally also agrees to take steps to ensure that future work will comply with the 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 project, for program purposes, is defined as proposed measure at one facility owned and/or operated by the customer.

All 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.
- New equipment must exceed minimum equipment efficiency standards.

Qualifying small business customers who participate in this program may be eligible for some or all of the following services and/or measures:

- Energy assessment performed by either a trade ally or CLEAResult.
- Direct installed equipment including pre-rinse spray valves, low flow faucet aerators, low flow shower heads, weather stripping, leds and vending misers (note: pre-rinse spray valves, faucet aerators, and low flow shower heads are for customers with electric water heat only).

- Lighting measures such as:
 - High-efficiency interior lighting.
 - Interior lighting controls.
 - High-efficiency exterior lighting.
 - Refrigerated case lighting.
- Refrigeration measures such as:
 - Electronically commutated motors (ECMs).
 - Anti-sweat heater controls.
 - Novelty cooler shut-off controls.
 - ECM controls.
 - Gaskets and strip curtains.

Figure1: Incentive levels

Small business incentive matrix (per kwh)

Measure type	Rates (per kwh)
All lighting (including refrigeration lighting)	\$0.17
Interior lighting controls	\$0.17
HVAC replacement	\$0.17
Direct install*	Full cost
Window film	\$0.35
All refrigeration**	\$0.30
Duct sealing***	\$0.35
Ceiling insulation***	\$0.35

Note: project incentives other than direct install measure or refrigerated gaskets and strip curtains will be capped at 100% of the total incremental project costs. Any additional measures approved by the program will be paid at a rate of \$0.17 per kwh.

**pre-rinse spray valves, low flow faucet aerators, low flow shower heads, weather stripping, leds and vending misers*

***refrigeration savings other than gaskets and strip curtains in the program will be capped at 300,000 kwh for the current program year. Once the cap has been met, refrigeration savings will be paid at a rate of \$0.17 per kwh.*

****converted residences only*

Figure 2: Program measures

Measure type	
Lighting retrofit	<p>Lighting retrofit projects replace inefficient lighting systems with more efficient lighting systems. A variety of high-efficiency fixtures, ballasts and lamps produce equivalent light levels as previous technologies while consuming less energy.</p> <p>For instance, t8 fluorescent lamps and electronic ballasts can be replaced with more efficient lighting systems such as qualified led lamps or fixture. Metal halides may be replaced with systems such as t5 fluorescent lamps with electronic ballasts or compact fluorescents.</p> <p>There are a variety of lamp and ballast combinations that are eligible for this program depending on the current technology installed at a facility.</p>
Lighting controls	<p>Automatic lighting controls save energy by turning off or dimming lights when they are not necessary. Many different varieties of sensors are available including passive infrared (pir), dual-technology, integral occupancy sensors, photocells, which can be coupled with a variety of control strategies including day lighting controls; occupancy controls timer controls and time clocks.</p> <p>For certain conditions, light reduction and automatic controls are mandatory for new construction and affected retrofit projects.</p>
Exterior lighting	<p>Energy-savings opportunities exist for all major exterior lighting applications including parking lots, streets and roadways, and other building mounted lighting.</p> <p>Energy-savings opportunities apply to both improved lighting performance and enhanced control strategies. For example, retrofitting less efficient hid technologies with led lighting and occupancy-based technology are good candidates for exterior applications.</p>
Refrigeration	<p>There are a number of refrigeration measures that are eligible for upgrades or replacement in Entergy Arkansas programs:</p> <ul style="list-style-type: none">▪ Gasket replacement.▪ Strip curtains.▪ Evaporator fan retrofits.▪ Novelty cooler controls.▪ Evaporator fan controls.▪ Anti-sweat door heater controls.

**Ceiling insulation
(converted residences
only)** Existing businesses with insufficient levels of insulation have the opportunity to increase the insulation R-value to R-30. Insulation savings and incentive amounts are based on a per square foot of treated ceiling area.

**Duct sealing
(converted residences
only)** Duct sealing will seal leaks that exist in supply and return ducts of existing homes. Duct pressurization or a blower door test is required before and after the measure installation. Only pre-approved sealing materials will be allowed by the program.

HVAC replacement For existing buildings, inefficient (non-energy star) heat pumps and air conditioning units are eligible to be replaced with energy star qualified units.

Eligible units for replacement include small split system and single package air conditioners and heat pumps.

**Retro-commissioning
lite (RCX lite)** This is a prescriptive approach to building automation services developed to better meet the needs of the small and medium businesses. The program identifies “find and fix” measures to improve building operation with savings that are calculated within RCX lite workbook. Trade allies will be trained to perform the RCX lite surveys, enter the information into the RCX lite workbook, make the repairs and submit to the program for approval and incentive.

Non-cash benefits

During an energy assessment, the trade ally and/or the program implementer will identify opportunities for the program to direct install energy saving devices with customer permission. These devices provide customers with instant energy savings and are installed at no cost. Please note that some of these measures are only available for installation at sites where small business customers have electric water heaters.

Direct install measures (low flow faucet aerators, pre-rinse spray valves, vending misers, leds, and low flow shower heads).

Low flow faucet aerators



Low flow aerators reduce the amount of water used in older hand washing faucets while reducing the energy needed to heat the water.

Pre-rinse spray valves



Pre-rinse spray valves are used in commercial or institutional kitchens to remove food waste from dishes prior to cleaning in a dishwasher. The program installs pre-rinse spray valves with a flow rate of 1.25 gpm, which offers both high performance and substantial energy savings.

Vending misers



9 watt a19 omni-directional led provides 810 lumens and replaces 60 watt incandescent directional bulbs for use in table lamps, floor lamps, wall sconce, and task lighting applications. Multi-chipset led and an advanced cooling system provides for 15,000 hours of led life. Medium screw base. Energy star rated product (es v2.0). Suitable for outdoor use, damp location, when installed in fixtures and not directly exposed to weather.



Low-flow showerheads and handheld showerheads use pressure compensating technology to ensure the feeling of great force while using less water. Typically, these showerheads use up to 40% less water; thus, reducing the amount of energy needed to heat the water.



Weather stripping is used to seal doors against drafts and leaks. It is available in different sizes and colors and is made for all types of doors.

Proposal requirements

A project is defined by a set of proposed energy savings measures included in a single proposal. Comprehensive projects that include a range of measure types are encouraged. A proposal will be completed by the trade ally and sent to the customer for review and approval to move forward with the project(s).

All projects must meet the following requirements:

- Project costs: projects must pass a cost-effectiveness test to receive incentives. In order to comply with this requirement, all project costs are needed by the program implementer before the project starts. This includes the cost of installation and the equipment cost.

Application process

Upon receipt of a signed proposal, the program implementer will review the proposal for completeness and eligibility, and then process the rebate for distribution to the trade ally. If oversubscription to the program should arise, customers will be placed on a waiting list in the order in which the signed proposals were received.

Incentive payment process

The trade ally is responsible for meeting all of the submission requirements for an eligible rebate to be processed and paid.

- A proposal is deemed eligible if it is:
 - Complete, containing all indicated signatures and other necessary information.
 - Legible.
 - Submitted with a verified Entergy Arkansas account number.
 - Submitted with all necessary accompanying documents.
- CLEAResult will pay eligible small business rebates within 30 days of submittal of all necessary documentation.
- CLEAResult will pay verified rebates to the appropriate party (typically, to the trade ally after said trade ally has provided an instant rebate to their customer).

Limits on participation

- Once the incentive budget for the current year is expended, a waiting list will be established for program participation in the following program year.
- If oversubscription to the program occurs, customers on the waiting list may be able to reserve incentive funding for the current program year if other projects are cancelled and funds become available. Otherwise, they will be eligible to reserve funding through the next program year if they choose.

Participation process

Overall program process

Primarily, small business customers enter the program as a result of sales calls or promotions from trade allies.

As a secondary source of customer recruitment, the program will market and promote the program directly to small business customers. For customers who initiate contact with the program (both by calling the energy efficiency solutions center and/or visiting the program website), recommendations will be provided for trade allies who work in the customer's geographic area.

The program focuses on recruiting and training local trade allies to perform eligible energy-efficiency services, including facility energy assessments and eligible direct install and prescriptive measures. Trade allies are required to abide by program guidelines, including best practices for identifying and installing qualifying measures. In addition to technical trainings, trade allies will also learn how to navigate the program to ensure effective participation as well as sales techniques for promoting and closing projects.

Once a trade ally has enrolled in the program and completed the required trainings, he or she may begin promoting the program to his or her small business customers. Trade allies are required to call the program implementer in order to qualify individual customers as both a small business and an existing Entergy Arkansas electric customer.

After the customer is qualified, the trade ally completes an energy assessment of eligible facilities. As part of this assessment, trade allies will identify eligible program measures within the customer's facility. The trade ally provides each customer with a list of recommended energy-efficiency improvements, including both direct install and prescriptive measures. The customer has the opportunity to approve individual measures for installation and the trade ally then proceeds with the agreed upon work.

The small business program requires trade allies to provide customers with an instant rebate for the work being performed. The instant rebate is intended to minimize cost barriers for small business customers and generate additional sales for trade allies. This rebate must be specifically identified as a line item on the trade allies' invoice, which is submitted with the project application.

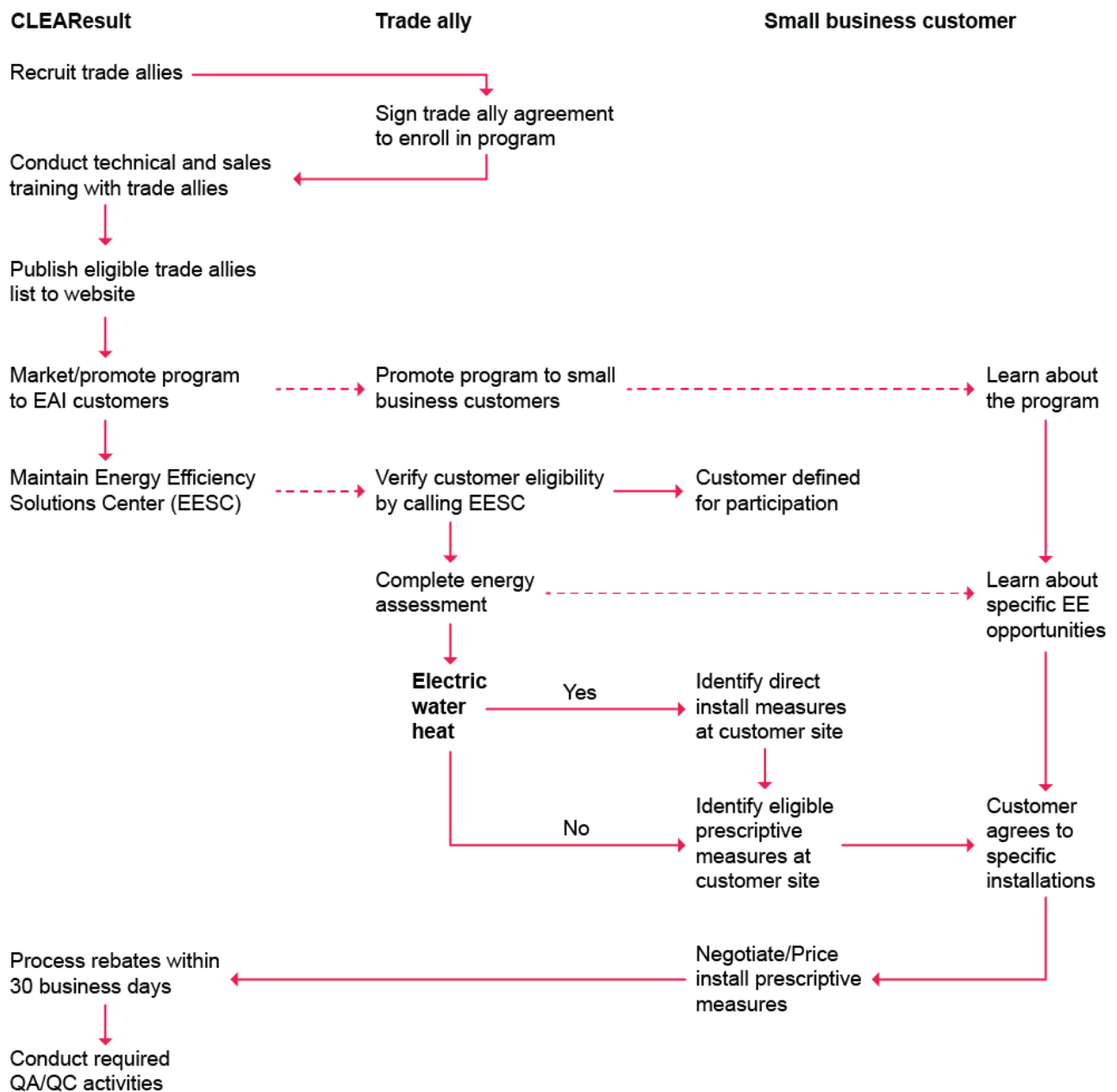
Once the work is completed at the customer site, the trade ally must secure all the appropriate information and signatures from the customer, and then submit required documentation to the program for review. The program will process incentive checks for the trade allies within 30 business days of receipt of the necessary information, subject to customer and measure eligibility. Before payment, the program may elect to complete a post-installation inspection on a random sample of projects.

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

Program participants may be contacted by an independent third party evaluator in the year immediately following the year of participation for the purposes of project verification and evaluation.

The diagram below describes the participation process and the steps required of the program implementer, trade allies, and small business customers in order to take advantage of the incentives and services available through the program.

Entergy Arkansas, Inc. Small Business Program – Participation process



Quality management system

Quality assurance

(QA) Program process trainings

Trade allies that choose to participate in the program will attend training that explains the program process and technical aspects of participation. Where the installing contractor has chosen not to participate as a trade ally in the program, the program implementer will work with you to ensure that all steps are taken to receive an incentive.

(QA) Application review

Incomplete proposals will be rejected and sent back to you for completion. You may not receive a reservation of incentive funding notice until the proposal is completed appropriately and confirmed by the program implementer.

Quality control

(QC) pre/post-installation inspections

We will inspect 100% of the largest 10% of projects identified by kwh savings values. For small business, that would mean any single project/account estimated over 60,000 kwh savings will be inspected. We will inspect 10% of all other projects/accounts under 60,000 kwh. Each trade ally will have a minimum of 10% of their projects inspected. That means that any trade ally who completes less than 10 projects in a calendar year will have greater than 10% of their projects inspected. Any project determined to have errors or discrepancies +/- 5% of the proposed scope of work will be deemed to be a failed project and will cause that trade ally to be removed from the reduced inspection rate list that CLEAResult will maintain. Once a trade ally is removed, that contractor will need to complete 5 consecutive projects without "failures" as defined above to be returned to the reduced inspection rate list. In order to qualify immediately for the reduced inspection rate, a trade ally must have completed 5 consecutive projects without a failure determined by the program implementer.

Customer communication

Program contacts

CLEARResult - program implementation contractor

- Customer service: **1-877-212-2420**
- Email: **smallbusinessseal@CLEARResult.com**

Entergy – Entergy Arkansas program manager

- Gabe Munoz – Entergy Arkansas

Trade ally performance standards

- Probation and/or suspension.
- Program implementer will handle issues that may require a trade allies' probation, suspension, or program exclusion on a case-by-case basis.
- Trade ally acknowledges that failure to follow program requirements and procedures, including processing of required documents, will result in a forfeiture of rebate redemption and possible disciplinary action.
- Program implementer may suspend or terminate trade allies' participation in the program for any reason, including failure to maintain the requirements set forth in this document. In all cases involving a trade allies' participation status, or denial of coupon redemption, program implementer's written decision is final. It is further understood that the trade ally can suspend or terminate the agreement at any time.
- Entergy Arkansas and program implementer are not responsible for any costs incurred by the trade ally prior to probation or suspension from the program.

Ethics/fair business practices

- The trade ally acknowledges that participation in the program is a privilege.
- Trade ally should not employ as a sub-contractor any firm that has been suspended or terminated from this program or any other entergy or program implementer program without entergy's or program implementer's prior written permission.
- Trade ally should not directly or indirectly disparage another trade ally; this includes, but is not limited to, in conversation with a customer or in print.
- Trade ally should treat program clients fairly and respectfully, and deliver promised services in a timely and responsible manner.
- Trade ally should properly represent his or her relationship to entergy and program implementer (i.e. The trade ally is an independent contractor and a customer in entergy's program). Furthermore, the trade ally should not make false claims about performance or savings, nor engage in fraudulent or deceitful conduct in the sale or installation of measures.
- Trade ally commits to follow-up communication with each customer to ensure customer satisfaction.
- Trade ally will provide prompt, courteous and reliable service, while attempting to perform services at the customer's convenience, including the initial phone call, setting appointment times, and follow-up visits.

Customer service

It is the goal of entergy and program implementer to provide the highest quality service and to maintain a high level of customer satisfaction with all aspects of the program. Some elements of high quality service include:

- Professionalism: all members of the program staff are expected to respond professionally to customer inquiries at all times.
- Reliability: always provide accurate, up to date information to customers. Be sure that follow up activities are completed as promised.
- Responsiveness: have all program or related information available for customers. Obtain and relay answers to program related requests quickly.

Customer service policies

To achieve the high levels of customer satisfaction demanded by this program, the following customer service policies must be followed at all times:

- Do not smoke on customer premises.
- Do not contact customers in any way under the influence of drugs or alcohol.
- Do not engage in unethical behavior or practices.
- Look and act professionally.
- Treat customers with respect. The ultimate goal of this program is zero customer complaints. However, you should always notify the program manager if anything occurs that might have upset a customer.
- Do not give out incorrect information. If you cannot answer a question, inform the customer and get back to them with the correct answer.
- Maintain the confidentiality of customer information.

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. Inclusion of a trade ally 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 product(s) provided or work(s) performed by any trade ally or by any such trade allies' employees, subcontractors or suppliers.

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

Trade allies

Each trade ally shall, to the fullest extent allowed by applicable law, indemnify, protect and hold harmless CLEAResult, Entergy Arkansas, their affiliates, their trade allies 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 trade allies breach of any provision of this agreement (b) such trade allies 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 trade ally, (c) any violation of law by such trade ally or (d) the treatment, storage, disposal, handling, transportation, release, spillage or leakage by such 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 trade ally, may require such 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 prescriptive 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 as verification.

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 (typical on a scale of 1 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 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 life-cycle 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: a single proposed energy efficiency improvement, at either a single facility or multiple facilities.

Measurement and verification: a process of observation and measurements that establish energy use of a proposed energy efficiency measure for both pre-retrofit and post-retrofit conditions that 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 who will exert best efforts to approve, fund, and install projects during the program year.

Participation agreement: a non-binding document that once submitted by the participant, will enroll them into the incentive programs offered by Entergy Arkansas, 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 to verify and document proposed or identified energy efficiency upgrades within a participant's facility.

Prescriptive measure : an energy efficiency measure that has a prescriptive calculation methodology, given in the arkansas trm (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 the 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 contractor, supplier, or industry professional seeking to adapt his or her business model to utilize the energy efficiency programs to promote energy efficiency projects.

Frequently asked questions (FAQs)

As a small business customer, why should I participate in this program?

There is a long list of potential benefits including:

- Energy-efficiency is considered a low risk, high return investment.
- Begin saving money on your energy bills right away.
- Increase the comfort and productivity of your facilities.
- Enhance sales and/or customer satisfaction.
- Uncover hidden problems.
- Improve the environment.
- Take advantage of government incentives.
- How do i initiate participation in the small business program?

If you are small business customer, please call the energy efficiency solutions center at **1-877-212-2420**.

What can I do to prepare for my energy assessment?

Make a list of any existing problems such as condensation and uncomfortable or drafty rooms. Have copies or a summary of the facility's yearly energy bills if possible. Be prepared to answer the following questions during your assessment:

- What are the typical operating hours for the facility?
- How many people work at the facility? What is the typical occupancy?
- Are there any special energy uses associated with the business?
- Are there any comfort or maintenance issues that have already been identified?
- How much are we willing to invest in order to start saving now?

Appendices

Appendix A	Proposal
Appendix B	Trade ally agreement
Appendix C	Timeline of projects

ENTERGY ARKANSAS CUSTOMER PROPOSAL

Sample Smith
1 Office Way
Sample, AR 72212
January 15, 2024 at 2:51 PM

Dear Sample Smith,

The Entergy Arkansas - Small Business Energy Solutions Program is pleased to present this Project Summary for the equipment survey and/or installation of direct install measures performed at your facility by John T. Ally.

The Project Summary outlines your facility's energy saving opportunity in Entergy Arkansas - Small Business Energy Solutions. To encourage your business to install more energy efficient equipment, this program could pay a substantial portion of the project costs (all direct install related costs have been covered 100% by the Entergy Arkansas - Small Business Energy Solutions Program). The amount paid is based on the energy reduction (kWh) for your project.

The existing equipment at your facility may need to be verified prior to the installation of your new energy efficient technologies. Program staff will coordinate this with you, so that it is scheduled at your convenience. Once the installation is complete, verification of the installed equipment by a program representative is necessary. You are not obligated to pay your portion of the project cost until installation is completed and verified.

Non-Binding Agreement:

By signing this agreement, you are reserving incentive funding as identified in the Project Summary. You are not bound to complete the measures listed in the Scope of Work. If you decide not to complete some or all of the measures identified in the Scope of Work, the reserved incentive funds associated with the uncompleted projects will no longer be reserved. For direct install measures, you have 30 days to contact the Entergy Arkansas staff to request the original equipment be returned to you.

If you have any questions related to the program, the installation, or have questions about this agreement please contact John T. Ally or the program representative listed below:

Entergy Arkansas Small Business Energy Solutions Program Representative:

OPEN Support

open.support@clearesult.com

501-221-4093

Attached please find the Project Savings Summary, Scope of Work, and Terms and Conditions.

Sincerely,

John T. Ally

Project Savings Summary

Customer Information:

Sample Smith, Sample Smith, Sample Smith, 1 Office Way, Sample, AR 72212

Trade Ally Information:

John T. Ally, ABC Trade Ally, 1 Trade Ally St.

Project Savings*

Estimated Annual Bill Savings: \$2,103.42

Total Project Cost: \$10,000.00

Included Non-EE Costs: \$0.00

Project Incentive: \$4,705.03

Customer Cost: \$5,294.97

Project Payback: 2.52 years

Estimated kW Savings: 3.13908

Estimated kWh Savings: 27,676.62600

*Savings are based on utility rate of \$0.076/kWh.

I acknowledge that the trade ally has informed me of the estimated incentive and savings total for this project. I understand that this total may change based on scope of work changes and final evaluation by the program implementer.

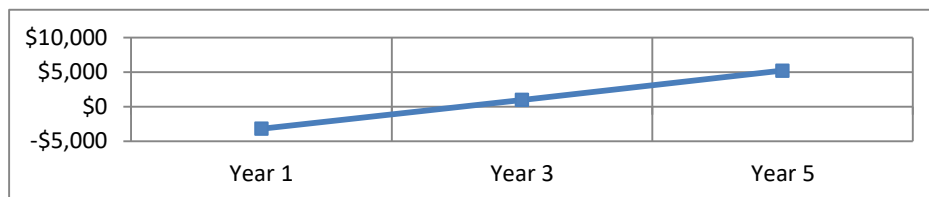
Initial: _____

The table below shows a brief overview of your estimated return on investment as well as the estimated annual savings that may be realized from the installation of the energy-efficient equipment.

1 Year Savings: -\$3,191.55

3 Year Savings: \$1,015.29

5 Year Savings: \$5,222.13



Annual Carbon Impact

Based on your total estimated annual kWh savings, your total greenhouse gas reduction is:

19.08 metric tons of carbon dioxide

That is equivalent to eliminating the greenhouse gas emissions of:

3.98 passenger vehicles

15.90 acres of forest

2.86 homes

PROGRAM PARTICIPATION AGREEMENT

Entergy Arkansas has contracted with CLEAResult to sponsor, promote and administer the Entergy Arkansas - Small Business Energy Solutions Program. Sample Smith, (herein referred to as "participant") recognizes that it is a willing participant of these programs, which are designed to help reduce Entergy bills, freeing up operating dollars for other needs. This participation agreement reflects the voluntary collaboration between your organization and the Entergy Arkansas-sponsored Large Commercial & Industrial, CitySmart and Small Business programs. The terms below detail the general commitments of the participant in order to improve the energy efficiency of their facilities.

Please note that specific terms and conditions of each program are more fully described in the program manual. Applicable program manuals will be available for the participant once the program administrator has selected the appropriate program options for a specific participant. The program administrator agrees to provide services to the participant with the understanding that the participant will exert its best efforts to implement costeffective energy efficiency recommendations. Projects submitted to the program must be completed by Dec. 9 of the current program year to receive incentive funds and allow time for post installation inspections unless program funding has been exhausted prior to that time.

TO PARTICIPATE IN THESE PROGRAMS, YOU WILL NEED TO UNDERSTAND AND AGREE TO THESE TERMS:

1. Participant acknowledges that the appropriate program manual will be made available and that they will abide by the terms and processes set forth in this document.
2. Participant will identify a contact person to work with the program throughout the term of this agreement. He or she will work with the program to identify, assess and implement costeffective energy efficiency measures.
3. The programs will reserve incentive funds for eligible energy-saving projects and will pay the participant monetary incentives based on projects completed within each program year.
4. Participant will make its best effort to complete and submit relevant project application forms, including necessary supporting documentation for each project, in a timely manner. The project application process is required in order to reserve financial incentives for projects.
5. Participant will allow the program to use participant's name to promote enrollment to entities, including the general public, potential program participants, utilities, as well as federal, state or local entities.
6. Participant acknowledges that, as part of its participation in this program it waives the right for the self-direct option during the five years following the receipt of its incentives and/or direct install equipment.
7. Participant acknowledges that, as part of its participation in this program, it will maintain eligibility to receive program services and incentives for a period of five years from the date the participant receives the incentives for completed energy-saving projects and/or direct install equipment installed at their organization.

DISCLAIMER:

The selection of a participating 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 trade ally in the participating 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 participating 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 trade ally, by any such participating trade ally's employees, subcontractors or suppliers. Energy efficiency gains are subject to a number of 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.

CUSTOMER ACKNOWLEDGEMENT:

I acknowledge that by signing below I commit to having incentive funding reserved for the measures specified in the Scope of Work. I agree to allow pre- and post-inspections before and after installation when requested by the program representative. I understand that if this survey was prepared by program staff, that I am responsible for hiring the installing trade allies. I understand that I will be liable to pay the trade ally the Customer Costs specified in this Project Savings Section if I decide to proceed with installation. Project costs and incentive amounts noted in this Project Summary are estimates, and under all circumstances are subject to validation from the Entergy Arkansas administrators prior to being authorized to begin construction. I agree to allow my account information and data to be used by John T. Ally and by program staff. I acknowledge that I have read and understand the above disclaimer.

By endorsing below, your organization accepts this agreement with Entergy Arkansas. If your organization wishes to end its participation in the program, it may do so at any time by providing the program administrator written notice of its intentions.

Customer Name: Sample Smith
Customer Company Name: Sample Smith

Customer Signature: _____

TRADE ALLY ACKNOWLEDGEMENT:

I acknowledge that by signing below I have committed to providing the equipment installation specified in the Scope of Work to industry best practice standards. Installed equipment will carry manufacturer’s warranty, including optional extended warranty coverage if requested by the customer as a part of this agreement. I will not charge any amount higher than the Customer Costs outlined in the Project Savings Section without express written consent from the customer.

SURVEYOR AND DIRECT INSTALL ACKNOWLEDGEMENT:

I acknowledge that by signing below I have identified the surveyed measures and/or installed the direct install measures specified in the Scope of Work as opportunities for energy efficiency improvements.

Trade Ally Name: John T. Ally
Trade Ally Company: ABC Trade Ally

Trade Ally Signature: _____

While the trade ally is solely liable for all work performed and associated with this project, representatives from Entergy Arkansas are available to assist you by answering questions or addressing your concerns regarding the program or this project.

If you have any questions related to the program, the installation, or have questions about this agreement please contact the trade ally, surveyor or the program representative listed below.

Entergy Arkansas Small Business Energy Solutions Program
Representative:
OPEN Support
open.support@clearesult.com
501-221-4093

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 Customer is a tenant, Customer represents that by signing this document they have obtained the property owner’s permission to install EEM under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, 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 NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE 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.** 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.
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 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.