~~TITLE 106-NEBRASKA STATE ENERGY OFFICE~~

~~CODE001 -General Provisions~~

~~001.01 History. In 1981, the Nebraska Legislature established the School Weatherization Fund and authorized the State Energy Office to make grants to School Districts for the purpose of weatherizing their buildings. The original bill, LB 257, was modified in 1982 by LB 799 and in 1983 by LB 124 making minor corrections in the functioning of the program.~~

~~In 1984, LB 936 authorized the State Energy Office to make grants to schools of up to $2,500 for technical analysis studies which would identify cost-effective energy improvements. The most substantial change in the program came in 1985 when, through LB 126,the Legislature converted the original grant program into a 0% interest revolving loan program for energy efficiency projects. Funding for technical analysis studies remained grants. In 1989, LB 727 clarified administrative costs, set up a fund for those costs and required a report be made to the Legislature. In 1993, LB 479 expanded the program to allow for the purchase or conversion of school vehicles to operate on an alternate fuel, installation of fueling facilities, loans for studies and a change in the loan pay back requirements.~~

~~001.02 Purpose and Intent. These rules and regulations are intended to implement and carry out the provisions of sections 81-1632 through 81-1634 of the Nebraska Reissue Revised Statutes, to provide for the orderly and equitable disbursement of grant and loan funds among School Districts of the State, and to prevent and/or remedy abuse of the program. The Nebraska State Energy Office will administer this program in a manner most advantageous to the School Districts of the state.~~

~~001.03 Organization of Rules. These rules and regulations are a combination of the previous Title 106-Nebraska School Weatherization Program, Title 108 -Nebraska Energy Efficiency School Loan Program, and new rules concerning changes made in the enabling legislation Nebraska R.R.S. 81-1632 through 81-1634.~~

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~~TITLE 106 -NEBRASKA STATE ENERGY OFFICE~~

~~CODE 002 -Definitions~~

~~002.01 Agency means the Nebraska State Energy Office or its designated representative.~~

~~002.02 Alternate Fuel means ethanol, methanol, electricity, compressed natural gas, liquefied natural gas, propane and any other alternate fuel approved and recognized by the United States Department of Energy.~~

~~002.03 Annual Operating Hours means the number of hours that the school Building is open to the public each year.~~

~~002.04 Bid Documents are the lists of all goods and services needed to complete a Project described in enough specific detail that suppliers of goods and services may use them as the basis for making a bid.~~

~~002.05 Building means an enclosed structure which is heated and/or cooled for human comfort.~~

~~002.06 Complex means a closely situated group of school Buildings on a contiguous site or served by a common utility plant or utility service.~~

~~002.07 Contract Documents mean any written part of a signed contract for a Project or Study.~~

~~002.08 Construction Documents are the drawings and other specifications completed under an accepted proposal showing the manner in which the Project is to be implemented.~~

~~002.09 Construction Manager is a Person who oversees the implementation of a Project for a School District.~~

~~002.11 Day means calendar day.~~

~~002.12 Energy Analysis is a report on one or more Measures. The Energy Analysis is a part of a Project Inquiry or a Loan Application.~~

~~002.13 Energy Cost Savings means the monetary savings that will result directly from the implementation of a Measure.~~

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~~002.14 Fueline Facility means the property and equipment which is directly related to the delivery of an Alternate Fuel to a motor vehicle.~~

~~002.15 Grant Application means a request for a School District Energy Efficiency Program grant.~~

~~002.16 In-Kind Services are services provided by a School District’s own employees.~~

~~002.17 Institutional Conservation Program means the federal program created by Public Law 11,035 -11,039.~~

~~002.18 Interaction means the combined effect on energy use of two or more Measures.~~

~~002.19 Loan Application means a request for a School District Energy Efficiency Program loan.~~

~~002.20 Loan Payback Period-is the length of time in which the School District agrees to repay its loan. It is set by the Agency based on enabling statutes for the Program.~~

~~002.21 Measure is an energy efficiency improvement, procedure or Program that increases the efficiency of energy use. A Measure may include a Study, Program, Building and Equipment improvement, purchase or Conversion of a vehicle to operate on an Alternate Fuel and the purchase and installation of a Fueling Facility.~~

~~002.22 No-Interest Statement is a written statement on Agency forms to insure impartiality in energy improvement recommendations and fairness on pricing. It separates the financial interests of the Person who estimates the need for a Project from the Person who supplies goods or services to implement the Project. The No-Interest Statement must be signed and notarized. No-Interest Statements are required from the preparers of a Technical Analysis, an Energy Analysis, a Project Inquiry, Bid Documents, a Request For Proposal, a Grant or Loan Application, and a Construction Manager and a Project Manager.~~

~~002.23 Operation and Maintenance means those activities which are or should be undertaken during the normal course of operating and maintaining a Building, Equipment, or an Alternate Fuel Vehicle.~~

~~002.24 Person means any individual, corporation, partnership, unincorporated association or other public or private entity.~~

~~002.25 Project means one or more Measures identified in a Study.~~

~~002.26 Project Cost means the cost for design, acquisition and installation of materials and Equipment and/or the physical modification necessary to complete a Project.~~

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~~002.27 Project Inquiry is a request for the Agency's evaluation of a proposed Project. It temporarily sets aside funds so the School District may make a Loan Application.~~

~~002.28 Project Manager is a Person who oversees a Project for a School District. He or she prepares an Energy Analysis, Project Inquiry, Loan or Grant Application, Request for Proposal or Bid Documents. If a loan is approved, the Project Manager may also serve as the Construction Manager.~~

~~002.29 Receipt Period is the first seventeen days of each month. Each Technical Analysis Grant Application, Project Inquiry and Loan Application is assigned to a Receipt Period.~~

~~002.30 Request for Proposal means a document issued by a School District for professional services to design and implement a Project.~~

~~002.31 Review Period is the time between the eighteenth day of one month and the end of that month for Technical Analysis Grant Applications and Study Loan Applications. It is the time between the eighteenth day of one month and the last day of the following month for Project Inquiries and all other Loan Applications.~~

~~002.32 School District means a local governmental entity in the State under the direct supervision of the school board designated in that area, which operates on tax revenues for educational purposes.~~

~~002.33 School District Energy Efficiency Program is a program created by the Nebraska Legislature and found in Nebraska R.R.S. 881-1632 through 81-1634 for School Districts to increase energy efficiency.~~

~~002.34 School Programs Exclusion List is a list maintained by the Agency containing the names of those Persons ineligible to perform work under the School District Energy Efficiency Program.~~

~~002.35 School Vehicle means any vehicle which will be owned or leased for a period of at least five years by the School District.~~

~~002.36 School Weatherization Fund means the fund created by Nebraska R.R.S. §57-705.~~

~~002.37 Simple Payback means the cost of the Project divided by the fist year's estimated savings resulting from the Project.~~

~~002.38 State means the State of Nebraska.~~

~~002.39 Study means an Energy Analysis or a Technical Analysis.~~

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~~002.40 Technical Analysis means an appropriately detailed study and report on the Building and its energy-using systems which identifies all Operation and Maintenance activities and all Measures found to be potentially cost effective.~~

~~002.41 Technical Analyst means a qualified professional engineer or professional architect registered to practice in this State who has contracted with a School District to perform a Technical Analysis.~~

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~~TITLE 106 -NEBRASKA STATE ENERGY OFFICE~~

~~CODE 003 -Eligibility~~

~~0O3.01 Any School District is eligible to submit a Grant Application, Project Inquiry, or Loan Application according to the eligibility requirements for applications or inquiries.~~

~~003.02 Technical Analysis Grant Application Eligibility To be eligible to receive a grant for a Technical Analysis, the School District shall:~~

~~003.02A. plan to own or lease and operate the building for which funds are requested for a period of five years after receiving the grant;~~

~~003.02B. submit an application in accordance with provisions of these rules; and~~

~~003.02C. state or certify that the Building for which the funds are requested:~~

~~003.02C1. is an existing Building used to house classrooms, administrative offices, laboratories, athletic facilities, or other related facilities operated in connection with a School District;~~

~~003.02C2. has a heating and/or cooling system;~~

~~003.02C3. has an estimated remaining useful life greater than ten years; and~~

~~003.02C4. has not previously received and used a Technical Analysis grant from the School Weatherization Fund.~~

~~003.03 Loan Application and Project Inquire Eligibility. Any Measure is eligible to be the subject of a Loan Application or Project Inquiry if it meets the following requirements:~~

~~003.03A Studies, a Study must evaluate a proposed Project;~~

~~003.03A1. the School District may apply for a loan to pay the cost of a Technical Analysis meeting the requirements of Code 006 or an Energy Analysis meeting the requirements of Code 007; and~~

~~003.03A2. the School District may apply for a loan to pay the additional costs of a Technical Analysis not covered by the Technical Analysis grant.~~

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~~003.03B Programs Eligible Programs include activities or services which provide Energy Costs Savings to the School District. The School District is responsible to substantiate the expected energy savings.~~

~~003.03C Buildings. To be eligible for a loan or part of a Project Inquiry a Building shall:~~

~~003.03C1. be an existing Building used to house classrooms, administrative offices, laboratories, athletic facilities, or other related facilities operated in connection with a School District;~~

~~003.03C2. have a heating and/or cooling system;~~

~~003.03C3. have an estimated remaining useful life greater than ten years; and~~

~~0O3.03C4. be owned or leased for a period of five years by the School District.~~

~~003.03D. Equipment. Eligible Equipment must be existing Equipment owned or operated by the School District.~~

~~003.03E Alternate Fuel School Vehicles. Existing School Vehicles to be Converted, or new Alternate Fuel vehicles are eligible for a loan or a Project Inquiry.~~

~~003.03E1. If a dedicated Alternate Fuel vehicle is purchased, 100 percent of the cost is eligible for a loan or a Project Inquiry. A dedicated vehicle is one which operates on only one type of fuel or energy source.~~

~~003.03E2. If a vehicle is Converted, only the cost of conversion and conversion equipment is eligible for a loan or Project Inquiry.~~

~~003.03E3. If a dual-fuel vehicle is purchased only the additional cost exclusively associated with the alternate fuel equipment is eligible for a loan or Project Inquiry. A dual-fuel vehicle is one which can operate on two different fuel sources, one being an Alternate Fuel.~~

~~903.03F. Fueling Facilities. The establishment of a Fueling Facility site is eligible for a loan or Project Inquiry. The Fueling Facility must be owned or leased for a period of five years by the School District, be used for government vehicles only and must conform to all safety regulations established by the State and/or the federal government.~~

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 ~~TITLE 106 -NEBRASKA STATE ENERGY OFFICE~~

~~CODE 004 -Timing of Program Elements~~

~~004.01 Purpose. The purpose of this section is to allocate grant and loan funds promptly, fairly and according to statutory standards.~~

~~004.02 Receipt Period. Any application for a grant, or Project Inquiry arriving in the Agency’s office on the first through the seventeenth day of each month is assigned to that Receipt Period. Any application arriving after the seventeenth day of the month will be assigned to the following month’s Receipt Period.~~

~~004.02A Technical Analysis Grant Application. A Technical Analysis Grant Application received in one Receipt Period is awarded or denied in writing by the Agency on or before the last day of the month of the Receipt Period.~~

~~004.02A1 School District Acceptance. The School District shall either accept or reject the Technical Analysis grant in writing within sixty days from the date of award. The Agency shall state the date by which the grant award must be accepted or rejected in the notice of grant award letter.~~

~~004.02A2 Recision. If the School District fails to accept the grant award~~

~~within sixty days from the date of award, the Agency may rescind that grant.~~

~~004.02A2a. If the Technical Analysis has not been submitted to and approved by the Agency during the dates stated in the grant award, the Agency may rescind the grant.~~

~~004.02B Project Inquiry. A Project Inquiry received in one Receipt Period is accepted or denied in writing by the Agency on or before the last day of the following month.~~

~~004.02Bl Withdrawal. If a School District fails to submit a Loan Application for a Project within one hundred and twenty days of the Agency’s acceptance of the Project Inquiry for that Project, the Agency’s acceptance may be withdrawn.~~

~~004.02C Project Loan Application. A Loan Application for a Project received in one Receipt Period is awarded or denied in writing by the Agency on or before the last day of the following month.~~

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~~004.02C1 Withdrawal. If within the first sixty days after the Agency mails its approval of a loan, the School District fails to sign and return the Loan Agreement to the Agency, the Agency may withdraw the loan approval.~~

~~004.02C2 Termination. If the School District fails to complete the project and submit all required loan closeout documents to the Agency by the date specified in the Loan Agreement, the Agency may terminate the Loan.~~

~~004.02D Study Loan Application. A Study Loan Application received in one Receipt Period is awarded or denied in writing by the Agency on or before the last day of the month of the Receipt Period.~~

~~004.02Dl Withdrawal. If within the first sixty days after the Agency mails its approval of a loan, the School District fails to sign and return the Loan Agreement to the Agency, the Agency may withdraw the loan approval.~~

~~004.02D2 Termination. If the School District fails to complete the Project and submit all required loan closeout documents, including a copy of the Study, to the Agency by the date specified in the Loan Agreement, the Agency may terminate the loan.~~

~~004.03 Funding Priority. The Agency will place Technical Analysis Grant Applications Loan Applications for Studies or Projects and Project Inquiries in four priority funding lists according to the day the application or inquiry was received by the Agency. Applications and inquiries received on the same day will be treated as equal in priority ranking.~~

~~004.04 Funding Provisions. The Agency will fund Technical Analysis Grant Applications with funds set aside for Technical Analysis grants according to state statute. With the remaining funds, the Agency will first fund Study Loan Applications, then other Project Loan Applications, and then set aside funds for Project Inquiries.~~

~~004.05 Insufficient Funds. If, at some point in the funding process, there are insufficient funds for the applications and inquiries received during a Receipt Period, the Agency will fund as many applications and inquiries as possible with the funds remaining from the Receipt Period.~~

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~~TITLE 106 -NEBRASKA STATE ENERGY OFFICE~~

~~CODE 005 –Requirements for a Grant and Loan Application and a Project Inquiry~~

~~005.01Purpose. The purpose of this section is to itemize the requirements for an application or inquiry and to ensure sound management of public funds.~~

~~005.02 Forms. The School District shall use forms provided by the Agency when submitting a Grant or Loan Application or a Project Inquiry. To be considered for funding, forms shall be complete, legible and supported with all necessary documentation.~~

~~005.03 Agency Review. The Agency shall make a good faith effort to remedy deficiencies in Grant and Loan Applications and Project Inquiries during the Review Period in consultation with the preparer of the application or inquiry.~~

~~005.03A. If a deficiency, inaccuracy, or other unacceptable situation is discovered by the Agency during the Review Period, the Agency shall contact the School District and request submittal of correct information. The correction shall then become part of the application or inquiry.~~

~~005.03B. If the School District fails to submit the correction within thirty days from the date that it was notified of the problem, the Agency may return the application or inquiry to the School District for correction and resubmittal.~~

~~005.04 Agency’s Acceptance. The Agency’s decision to accept a Project contained in an application or inquiry does not imply the Agency’s endorsement of the method of implementation or the energy or cost savings claimed.~~

~~005.05 Technical Analysis Grant.~~

~~005.05A Basis for Acceptance. The Agency may award a Technical Analysis grant if each of the following items have been provided to the satisfaction of the Agency:~~

~~005.05A1. a separate Grant Application for each Building for which a Technical Analysis grant is requested; a School District may choose to request a single Technical Analysis grant award for a Complex or a group of Buildings not to exceed $2,500 per Building;~~

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~~005.05A2. certification that the School District satisfies the eligibility requirements set forth in Code 003, has reviewed the application form and understands its content, and intends to undertake the Technical Analysis if the grant is awarded by the Agency;~~

~~005.05A3. certification that the School District has submitted the application in accordance with all applicable procedures and in compliance with the administrative procedures of these rules;~~

~~005.05A4. a copy of the written proposal from the professional engineer or architect who will be selected by the School District to conduct the Technical Analysis pending the grant award;~~

~~005.05A5. a copy of the School District’s Board minutes showing authorization of the Grant Application, acceptance of the engineer’s or architect’s proposal pending grant award by the Agency and the negotiated price for the Technical Analysis;~~

~~005.05A6. No-Interest Statements signed by the preparer of the Grant~~

~~Application and the selected engineer or architect; and~~

~~005.05A7. additional data or explanation as requested by the Agency.~~

~~005.05B. Basis for Rejection. The Agency may reject the Technical Analysis Grant Application for any of the following reasons:~~

~~005.05Bl. the School District has selected a Person who is not a qualified professional engineer or architect or who is named on the most current School Programs Exclusion List;~~

~~005.05B2. insufficient funds are available that Review Period;~~

~~005.05B3. the School District’s terms do not meet the terms specified in~~

~~Nebraska R.R.S §81-1632 through 81-1634;~~

~~005.05B4. the application fails to include all the costs of the Technical~~

~~Analysis;~~

~~005.05B5. the application includes costs beyond the scope of the Technical Analysis or costs that are unreasonable;~~

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~~005.05B6. contracts for services to perform the Technical Analysis are made before the Agency approves the Grant Application and the School District signs and returns the notice of grant award;~~

~~005.05B7. failure of the School District to enforce a No-Interest Statement;~~

~~005.05B8.failure of the School District to remedy any default on a Loan Agreement or Promissory Note from the School District Energy Efficiency Program; and~~

~~005.05B9. failure of the School District to provide to the satisfaction of the Agency any item listed as a Basis for Acceptance of a Technical Analysis Grant Application in Code 005.05A.~~

~~005.05C Consequences of Rejection. If the Agency rejects a Technical Analysis Grant Application it will return the application promptly to the School District except under the following conditions:~~

~~005.05Cl. if the reason for the rejection is insufficient funds during the Review Period, the Agency my carry over the Grant Application to the next Receipt Period;~~

~~005.05C2. if the Agency rejects a Grant Application in one Review Period but deems the reasons for the rejection likely to be resolved within the next Review Period, the Agency my carry over the Grant-Application to the next Receipt Period; and~~

~~005.05C3. the Agency shall only carry over a Grant Application twice.~~

~~005.05d Basis for Recision~~

~~005.05Dl. The Agency may rescind the grant approval if within sixty days of mailing the notice of award any of the following events occur:~~

~~005.05Dla. the School District fails to award a contract based on the proposal identified in the School District’s Board minutes submitted with the Grant Application and the provisions of Code 008.02 Technical Analysis Contract;~~

~~005.05Dlb. the School District fails to sign and return the notice of grant award; and~~

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~~005.05Dlc. the School District fails to provide the Agency with copies of all signed contracts for the Technical Analysis.~~

~~005.05D2. The Agency may rescind the grant approval if:~~

~~005.05D2a. the School District fails to request in writing of the Agency a time extension in which to submit the completed Technical Analysis; and~~

~~005.05D2b the School District fails to remedy deficiencies according to Code 008.06B.~~

~~005.06 Project Inquiry.~~

~~005.06A Basis for Acceptance. The Agency may accept a Project Inquiry if each of the following item are provided to the satisfaction of the Agency:~~

~~005.06A1. the Agency’s form for a Project Inquiry;~~

~~005.06A2. an Energy Analysis (see Code 007);~~

~~005.06A3. a copy of the School District’s Board minutes showing the Board’s authorization of the Energy Analysis and the Project Inquiry;~~

~~005.06A4. No-Interest Statements signed by the preparers of the Project Inquiry and the Energy Analysis; and~~

~~005.06A5. additional data or explanation as requested by the Agency.~~

~~005.06B Basis for Rejection. The Agency may reject a Project Inquiry for any of the following reasons:~~

~~005.06Bl. insufficient funds available during that Review Period;~~

~~005.06B2. the Project Inquiry’s terms do not meet the maximum Loan Payback Period or other terms of Nebraska R.R.S. §81-1632 -1634;~~

~~005.06B3. the Project Inquiry fails to include all of the costs of the Project;~~

~~005.06B4. the Project Inquiry includes costs beyond the scope of the Project or costs that are unreasonable;~~

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~~005.06B5. failure of the School District to remedy its default on a Loan Agreement or Promissory Note from the School District Energy Efficiency Program; and~~

~~005.06B6. failure of the School District to provide to the satisfaction of the Agency any item listed as a Basis for Acceptance of a Project Inquiry in Code 005.06A.~~

~~005.06C Consequences of Rejection of a Project Inquiry If the Agency rejects a Project Inquiry, it will return the inquiry promptly to the School District except under the following conditions:~~

~~005.06C1. if the reason for the rejection is insufficient funds during the Review Period, the Agency may carry over the Project Inquiry to the next Receipt Period;~~

~~005.06C2. if the Agency rejects a Project Inquiry in one Review Period but deems the reasons for the rejection likely to be resolved within the next Review Period, the Agency may carry over the Project Inquiry to the next Receipt Period; and~~

~~005.06C3. the Agency shall only carry over a Project Inquiry twice.~~

~~005.07 Loan Application for a project other than a study~~

~~005.07A. Basis for Approval. The Agency may approve a Loan Application if each of the following items have been provided to the Agency’s satisfaction:~~

~~005.07A1. the Agency’s form for a Loan Application;~~

~~005.07A2. an Energy Analysis;~~

~~005.07A3. a copy of the School District’s Board minutes showing the authorization of the Loan Application, the amount of the loan requested and the bids, price quotes or proposals selected for award following the approval of the loan by the Agency;~~

~~005.07A4. Bid Documents or Request for Proposals;~~

~~005.07A5. documentation of the method used to solicit bids or proposals;~~

~~005.07A6. copies of the bids, price quotes or proposals received;~~

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~~005.07A7. if three bids, price quotes or proposals were not received for any goods or services required for the Project, a written reason;~~

~~005.07A8. if the School District did not select the lowest cost bid, price quote or proposal on any goods or services required for the Project, a written reason;~~

~~0055.07A9. No-Interest Statements signed by the preparer of the Loan Application, the Request for Proposal or Bid Documents, the Project Manager, the Construction Manager and all persons who submit a bid, price quote or proposal; and~~

~~005.07Al0. additional data or explanation as requested by the Agency.~~

~~005.07B Basis for Withdrawal. The Agency may withdraw a loan if within sixty days of mailing the letter of approval any of the following events occur:~~

~~005.07B1. the School District fails to award a contract based on the bids, price quotes or proposals identified in the minutes of the School District’s Board meeting submitted with the Loan Application and the provisions of Code 010.06A Contracts for Projects other than a Study;~~

~~005.07B2. the School District fails to sign and return the Loan Agreement;~~

~~005.07B3. the School District fails to provide the Agency with copies of all signed contracts for the Project; and~~

~~005.07B4. the School District fails to request in writing of the Agency a thirty day time extension in which to submit the signed Loan Agreement and contracts for the Project.~~

~~005.07C Basis for Denial The Agency may deny a loan for any of the following reasons:~~

~~005.07Cl. insufficient funds are available that Review Period;~~

~~005.07C2. the School District’s terms do not meet the maximum Loan Payback Period or other terms of Nebraska R.R.S. §81-1632 through 81-1634;~~

~~005.07C3. the Application fails to include all the costs of the Project;~~

~~005.07C4. the Application includes costs beyond the scope of the Project or costs that are unreasonable;~~

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~~005.07C5. bids, quotes or proposals were not solicited according to the procedures of Code 010.02 through 010.04;~~

~~005.07C6. the Bid Documents or the Request for Proposal or the actual bids, price quotes or proposals do not accurately reflect the Project or the cost of that Project as described in the Energy Analysis;~~

~~005.07C7. purchases or contracts for goods or services to implement the Project are made before the Agency approves the loan or the School District signs the Loan Agreement;~~

~~005.07C8. failure of the School District to enforce a No-Interest Statement;~~

~~005.07C9. failure of the School District to remedy its default on a Loan Agreement or a Promissory Note from the School District Energy Efficiency Program; and~~

~~005.07C10. failure of the School District to provide, to the satisfaction of the Agency, any item listed as a Basis for Loan Approval in Code 005.07A.~~

~~005.07D Consequences of Denial. If the Agency denies an application, it will return the application promptly to the School District, except that:~~

~~005.07D1. if the reason for the denial is insufficient funds are available in one Review Period, the Agency may carry over the Loan Application to the next Receipt Period;~~

~~005.07D2. if the Agency denies a Loan Application in one Review Period but deems the reasons for the denial are likely to be resolved within the next Review Period, the Agency may carry over the Loan Application to the next Receipt Period; and~~

~~005.07D3. the Agency will only carry over a Loan Application twice.~~

~~005.08 Loan Application for a Study.~~

~~005.08A Basis for Approval The Agency may approve a Loan Application if each of the following items have been provided to the Agency's satisfaction:~~

~~005.08A1. the Agency's form for a Loan Application;~~

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~~005.08A2. a copy of the School District’s Board minutes showing authorization of the Loan Application, acceptance of the engineer’s or architect’s proposal pending loan approval, the negotiated cost of the proposal and the amount of the loan requested;~~

~~005.08A3. a written copy of the proposal from the engineer or architect selected by the School District;~~

~~005.08A4. No-Interest Statements signed by the preparer of the Loan Application and the engineer or architect who submitted the accepted proposal; and~~

~~005.08A5. additional data or explanation as requested by the Agency.~~

~~005.08B Basis for Withdrawal. The Agency may withdraw a loan if within sixty days of mailing the letter of approval any of the following events occur:~~

~~005.08B1. the School District fails to award a contract based on the proposal identified in the School District’s Board minutes submitted with the Loan Application and the provisions of Code 010.06B Contracts for a Study;~~

~~005.08B2. the School District fails to sign and return the Loan Agreement;~~

~~005.08B3. the School District fails to provide the Agency with copies of all signed contracts for the Study; and~~

~~005.08B4. the School District fails to request in writing of the Agency a thirty day time extension in which to submit the signed Loan Agreement and contracts for the Study.~~

~~005.08C Basis for Denial. The Agency may deny a loan for any of the following reasons:~~

~~005.08C1. the School District has selected a Person who is not a qualified professional engineer or architect or who is named on the most current School Programs Exclusion List;~~

~~005.08C2. insufficient funds are available that Review Period;~~

~~005.08C3. the School District’s terms do not meet the maximum Loan Payback Period or other terms of Nebraska R.R.S. 881-1632 through 81-1634;~~

~~005.08C4. the Application fails to include all the costs of the Study;~~

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~~005.08c5. the Application includes costs beyond the scope of the Study or costs that are unreasonable;~~

~~005.08c6. contracts for the Study are made before the Agency approves the loan or the School District signs the Loan Agreement;~~

~~005.08C7. failure of the School District to enforce a No-Interest Statement;~~

~~005.08C8. .failure of the School District to remedy its default on a Loan Agreement or a Promissory Note from the School District Energy Efficiency Program; and~~

~~005.08C9. failure of the School District to provide, to the satisfaction of the~~

~~Agency, any item listed as a Basis for Loan Approval in Code 005.08A.~~

~~005.08D Consequences of Denial If the Agency denies a Loan Application, it will return the application promptly to the School District, except that:~~

~~005.08D1. if the reason for the denial is insufficient funds are available in one Review Period, the Agency may carry over the Loan Application to the next Receipt Period;~~

~~005.08D2. if the Agency denies a Loan Application in one Review Period but deems the reasons for the denial are likely to be resolved within the next Review Period, the Agency may carry over the Loan Application to the next Receipt Period; and~~

~~005.08D3, the Agency will only carry over a Loan Application twice.~~

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~~TITLE 106 -NEBRASKA STATE ENERGY OFFICE~~

~~CODE 006 -Elements of the Technical Analysis~~

~~006.01. Organization and Audience.~~

~~006.01A. The Technical Analyst shall prepare a separate report for each Building or complex. If several Buildings are included in a report for a complex, the information relating to the entire complex and the information relating to each individual Building shall be clearly identified.~~

~~006.01B. The target audience for the Technical Analysis is the School District Board and the report shall be written and arranged to communicate clearly to that audience. Required contents, other than calculations, shall be presented in narrative form.~~

~~006.02 Inspection. The Technical Analysis shall be based on one or more on-site inspections of the Building and premises.~~

~~006.03 Contents. The Technical Analysis shall include but not be limited to:~~

~~006.03A. identification of the Building or Complex, including:~~

~~006.03A1. Building name, location, and description of functions;~~

~~006.03B. an executive summary, including:~~

~~006.03B1. an evaluation and discussion of the current energy use and potential energy and dollar savings; and~~

~~006.03B2. a discussion of the recommended changes to Operations and Maintenance and the Measures which should receive the highest priority;~~

~~006.03C. historical information, including:~~

~~006.03Cl. dates of construction of the original Building and any additions;~~

~~006.03C2. a discussion of previous energy conservation improvements and their effectiveness: and~~

~~006.03C3. the estimated remaining useful life of the Building;~~

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~~006.03D. a description of the envelope and structure, including:~~

~~006.03D1. size, in gross square feet of conditioned floor area;~~

~~006.03D2. plans for each floor, identifying rooms or areas by number, name or function and identifying the boundaries of additions; and~~

~~006.03D3. a description of the site, including solar access;~~

~~006.03E. a description of the construction and condition of all roof and ceiling elements, opaque wall elements, and windows and doors;~~

~~006.03F. a description of mechanical and electrical systems, including primary equipment, distribution systems, terminal devices, controls and settings, operating schedule, area of Building served, age and condition of all:~~

~~006.03F1. heating systems, cooling systems, ventilation or exhaust systems, domestic hot water systems, lighting systems, and other significant energy-using equipment;~~

~~006.03G. a discussion of Building use patterns including typical use and occupancy, significant use outside of normal school hours, cleaning schedules, typical daily, weekly and annual hours of use and seasonal variations in schedule;~~

~~006.03H. fuel and electric consumption for each energy source for the previous twelve months, including:~~

~~006.03H1. monthly billed units and costs, if electricity is billed on demand, the monthly demand and cost, if any, meter or amount number, name, mailing address and telephone number of supplier, average cost and deviations from normal fuel use during the previous twelve months;~~

~~006.03I. a description of each change to the Operation and Maintenance of the Building which would result in energy savings, including:~~

~~006.03I1. an estimate of the cost to implement each recommended change;~~

~~006.03I2. an estimate of the energy and cost savings which could reasonably be expected to result from implementing each recommended change, or a statement that such savings are negligible or not calculable; and~~

~~006.03I3. an estimate of the optimum energy use in the Building, in Btu per square foot of conditioned floor area, if all recommended changes are implemented;~~

~~22~~

~~006.03J. a detailed description and analysis of each Measure which has a simple payback less than the useful life of the Measure, including:~~

~~006.03J1. description of the problem the Measure will address;~~

~~006.03J2. description of the Measure and how it will solve the problem;~~

~~006.03J3. identification of the area within or around the Building where the Measure will be installed and where benefits will occur;~~

~~006.03J4. estimated cost to construct or install the Measure, including costs for materials and equipment, labor, design, engineering and oversight, In-Kind Services and other costs;~~

~~006.03J5. an estimate of net annual energy savings, in millions of Btu per year, which could reasonably be expected to result from the construction or installation of the Measure, based on Code 011 Calculation of Energy Savings;~~

~~006.03J6 an estimate of annual Energy Cost Savings, based on the annual energy savings and the current cost of the energy source being saved and including, where appropriate, savings from reduced electrical demand or improved power factor;~~

~~006.03J7. the Simple Payback;~~

~~006.03J8. an estimate of any significant change in Operation and Maintenance cost which would result from implementation of the Measure, or a statement that such change will be negligible;~~

~~006.03J9. an estimate of any significant Interaction between this Measure and others included in the Technical Analysis, including changes in the annual energy and Energy Cost Savings, or a statement that no significant Interaction will occur; and~~

~~006.03J10. the expected useful life;~~

~~006.03K. where appropriate, an examination of the feasibility of using solar or other renewable energy source to replace part of the fuel or electricity currently used. Where a solar or other renewable energy source Measure is found to be feasible, the Measure shall be included with the other Measures described in Code 006.03J;~~

~~006.03L. a summary of the recommended Measures on Agency forms;~~

~~23~~

~~006.03M. a signed certification bearing the Technical Analyst’s State registration seal, stating that the information contained in the Technical Analysis is true and the calculations correct and accurate to the best of the analyst’s knowledge; and~~

~~006.03N. a No-Interest Statement.~~

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~~TITLE 106 -NEBRASKA STATE ENERGY OFFICE~~

 ~~CODE 007 -Elements of the Energy Analysis~~

~~007.01 Energy Analysis for Building and Equipment Improvement. The Energy Analysis for Building and Equipment improvements shall accompany the Project Inquiry or the Loan Application and shall:~~

~~007.01A. be a Technical Analysis done under the School District Energy Efficiency Program (Code 006), or be a technical assistance study done under the Institutional Conservation Program or be made on Agency forms;~~

~~007.01B. be based on an on-site inspection of the Building, facility or Complex;~~

~~007.01C. for the Building, facility or Complex where the Project will take place include a description of the Building or Equipment improvement Project, the monthly energy consumption for the past 12 months and an estimate of the life expectancy of the Building, facility or Complex and the material or Equipment to be installed;~~

~~007.01D. for each Measure:~~

~~007.01D1. describe the problem the Measure will address;~~

~~007.01D2. describe the Measure and how it will solve the problem;~~

~~007.01D3. describe the specific materials, Equipment and services needed for the Project;~~

~~007.01D4. estimate the life expectancy of the materials and Equipment to be installed;~~

~~007.01D5. estimate the annual energy savings in Btu;~~

~~007.01D6. estimate the annual Energy Cost Savings;~~

~~007.01D7. estimate the cost of material, Equipment, labor, In-Kind Services, design, engineering and oversight costs and any other costs of the Project;~~

~~007.01D8. estimate the Simple Payback, based on all costs identified in Code 007.01D7;~~

~~25~~

~~007.0lD9. estimate the effects of any Interaction between two or more Measures;~~

~~007.0lDl0. be consistent with the requirements of Code 011; and~~

~~007.01D11. be reasonable;~~

~~007.01E. provide a summary of the Measures on Agency forms;~~

~~007.01F. include a No-Interest Statement signed by the preparer;~~

~~007.01G. include a statement signed by the preparer certifying that:~~

~~007.01G1. the information contained in the Energy Analysis is true;~~

~~007.01G2. the calculations arc correct and accurate to the best of the preparer’s knowledge; and . 007.01G3. the preparer will answer all related questions from the Agency.~~

~~007.02 Energy Analysis for a Program The Energy Analysis for a Program shall accompany the Project Inquiry or the Loan Application and shall:~~

~~007.02A. be a Technical Analysis done under the School District Energy Efficiency Program, or be a technical assistance study done under the Institutional Conservation Program or be made on Agency forms;~~

~~007.02B. describe the Program in specific detail including but not-limited to:~~

~~007.02B1. the nature of the existing condition being addressed;~~

~~007.02B2. the current annual energy use and cost; and an estimate of the life expectancy;~~

~~007.02C. for each Program:~~

~~007.02C1. describe the specific materials, equipment and services needed;~~

~~007.02C2. estimate the life expectancy of the materials and equipment to be installed, if any; 007.02C3. estimate the annual energy savings in Btu;~~

~~26~~

~~007.02C4. estimate the annual Energy Cost Savings;~~

~~007.02C5. estimate the cost, if any, of material, equipment, labor, In-Kind Services, design, engineering and oversight costs and any other costs;~~

 ~~007.02C6. estimate the Simple Payback based on all costs identified in Code~~

~~007.02C5;~~

~~007.02C7. estimate the effects, if any, of any Interaction between two or more Programs;~~

~~007.02C8. be consistent with the requirements of Code 011; and~~

~~007.02C9. be reasonable;~~

~~007.02D. provide a summary of the Program on Agency forms;~~

~~007.02E. include a No-Interest Statement signed by the preparer;~~

~~007.02F. include a statement signed by the preparer certifying that:~~

~~007.02F1. the information contained in the Energy Analysis is true;~~

~~007.02F2. the calculations are correct and accurate to the best of the preparer’s knowledge; and~~

~~007.02F3. the preparer will answer all related questions from the Agency.~~

~~007.03 Energy Analysis for a Alternate Fuel Vehicle and/or Fueling Facility. The Energy Analysis for purchasing an Alternate Fuel vehicle or Converting a gasoline or diesel powered vehicle to an Alternate Fuel or for construction or purchase of a Fueling Facility accompanying the Loan Application or Project Inquiry shall:~~

~~007.03A. be made on Agency forms;~~

~~007.03B. include a No-Interest Statement signed by the preparer;~~

~~007.03C. include a statement signed by the preparer certifying that:~~

~~007.03Cl. the information contained in the Energy Analysis is true; and~~

~~007.03C2. the preparer will answer all related questions from the Agency;~~

~~27~~

~~007.03D. provide information on the existing fleet including the type and amount of fuel used, cost of fuel used, miles driven, number and type of vehicles and ownership of vehicles;~~

~~007.03E. for vehicle replacement or addition:~~

 ~~007.03E1. describe the new vehicle;~~

~~007.03E2. list the type of fuel, projected cost per unit and the annual amount of fuel to be used;~~

~~007.03E3. estimate the life expectancy of the new vehicle;~~

~~007.03E4. identify ownership of the new vehicle;
007.03E5. list passenger capacity;~~

~~007.03E6. list the project cost;~~

~~007.03E6a. if the vehicle is designed to operate on one fuel it is the cost of the vehicle;~~

~~007.O3E6b if it is a dual-fuel vehicle designed to operate on two fuels it is the additional cost exclusively associated with the alternate fuel vehicle equipment; and~~

~~007.03E7. if applicable, information on the vehicle being replaced, use of old and use of new vehicle, age of old vehicle, miles of old vehicle driven annually and fuel type of old vehicle;~~

~~007.03F. for vehicle Conversion:~~

~~007.03F1. describe the vehicle being Converted;~~

~~007.03F2. list miles driven annually;~~

~~007.03F3. list type of fuel previously used and to be used including projected cost per unit and annual amount of fuel;~~

~~007.03F4. list ownership;~~

~~007.03F5. estimate life expectancy after Conversion;~~

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~~007.03F6. list passenger capacity;~~

~~007.03F7. describe the specific Conversion Equipment; and~~

~~007.03F8. list cost of Conversion Equipment and any other related costs including:~~

~~007.03F8a. material, equipment, lab and In-Kind Services;~~

~~007.03G. for a Fueling Facility:~~

~~007.03G1. describe current facilities, if any;~~

~~007.03G2. describe proposed facility and/or Equipment;~~

~~007.03G3. list the proposed fuel type;~~

~~007.03G4. list number of vehicles to be served;~~

~~007.03G5. estimate the costs including:~~

~~007.03G5a. material, Equipment, labor, In-Kind Services, design, engineering, and oversight, any other related costs, be reasonable; and~~

~~007.03G6. estimate the life expectancy.~~

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~~TITLE 106 -NEBRASKA STATE ENERGY OFFICE~~

~~CODE 008 -Elements of the Technical Analysis Grant~~

~~008.01 Application Submittal Procedures. Any eligible School District desiring to receive a grant for a Technical Analysis may prepare and submit an application. The following information shall be a part of the application:~~

~~008.01A. the School District name, number, county, mailing address, state legislative district, congressional district, class, federal taxpayer identification number, and telephone number;~~

~~008.01B. identification of the Building for which the grant is requested including:~~

~~008.01B1. name or other identification of the Building and its location, and legislative district if different than the School District administrative office;~~

~~008.01B2. description of the Building’s function(s);~~

~~008.01B3. ownership of the Building;~~

~~008.0lB4. age of the Building and remaining life expectancy;~~

~~008.01B5. annual operating hours;~~

~~008.01B6. size of the Building expressed in gross square feet of conditioned floor area;~~

~~008.01B7. monthly energy consumption and cost records for the preceding twelve months; and 008.01B8. all certifications required under 005.05A.~~

~~008.02. Technical Analysis Contract. The School District shall contract with the engineer or architect who submitted the accepted proposal for the performance of the Technical Analysis. The School District shall include the following conditions in the contract:~~

~~008.02A. the completion of a Technical Analysis according to the requirements set forth in Code 006. The School District may include these requirements by reference or include a copy of the appropriate rules and regulations in the actual contract;~~

~~30~~

~~008.02B. payment for the Technical Analysis shall not be made by the School District until the Technical Analysis has been accepted by the Agency as complete; and~~

~~008.02C. the Technical Analysis shall be completed and delivered to the School District within three months of the signing of the contract.~~

~~008.03 School District Review. At the first School District Board meeting following the receipt of the Technical Analysis, the School District shall review and determine if it meets the provisions of the contract. If the Technical Analysis does not satisfy these provisions, the School District shall return the report to the Technical Analyst with a list of changes which must be made in order to make the report acceptable to the School District and notify the Agency in writing of the action.~~

~~008-04 Request for Payment. When the School District has determined that the Technical Analysis is acceptable under the provisions of its contract with the Technical Analyst, it shall mail a copy of the report to the Agency with:~~

~~008.04A. a copy of the invoice for the Technical Analysis; and~~

~~008.04B. a copy of the School District's Board minutes accepting the Technical Analysis.~~

~~008.05 Costs Allowable for a Technical Analysis Grant Request. Only those costs directly related to the preparing of the Technical Analysis described in Code 006 are eligible.~~

~~008.06 Agency Acceptance. The Agency shall review the Technical Analysis for completeness, accuracy, consistency and reasonableness; may choose to perform an on site review of the Building(s) evaluated; and shall choose one of the following options and notify the School District of its decision within thirty days:~~

~~008.06A. if the Agency determines the Technical Analysis is substantially complete and acceptable, it shall issue payment to the School District for the actual cost of the Technical Analysis up to the maximum of the grant award;~~

~~008.06A1. when the actual cost of the Technical Analysis exceeds the grant amount, the School District may be eligible for a loan under the School District Energy Efficiency Program and is exempt from the spending lid as specified in Nebraska R.R.S 577-3434.~~

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~~008.06B. If the Agency determines the Technical Analysis is deficient, it shall the refuse the report and return a list of deficiencies to the School District and the Technical Analyst. Within ninety days of the receipt of the list of deficiencies the School District shall:~~

~~008.06Bl. verify the Technical Analyst has received the list of deficiencies;~~

~~008.06B2. require the Technical Analyst to make corrections to the report; and~~

~~008.06B3. obtain, review and submit the corrected report to the Agency.~~

~~008.07 Payment. Upon notification of the acceptance of the Technical Analysis by the Agency, the School District may pay the Technical Analyst for the cost of preparing the Technical Analysis.~~

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~~TlTLE 106 -NEBRASKA STATE ENERGY OFFICE~~

~~CODE 009 -Elements of a Project Inquiry~~

~~009.01 Inquiry Submittal Procedures. Any eligible School District desiring the Agency's evaluation of a proposed Project to temporarily set aside funds may submit a Project Inquiry. The following information shall be a part of the inquiry:~~

~~009.01A .the School District name, number, county, mailing address, state legislative district, congressional district, class, federal taxpayer identification number, and telephone number;~~

~~009.01B. identification of the Project other than a Study including:~~

~~009.01B1. an Energy Analysis (Code 007); and~~

~~009.01B2.No-InterestStatement(s) (Code 002.24);~~

~~009.01C. identification of the Study including;~~

~~009.0lCl. No interest Statement(s) (Code 002.24).~~

~~009.02 Costs Allowable for a Project Inquiry.~~

~~009.02A. The following costs to the School District may be included in the amount requested for a Project Inquiry:~~

~~009.02A1. costs of preparing the Project Inquiry and Energy Analysis;~~

~~009.02A2. estimated costs for preparing the Request for Proposal, Bid Documents and the Loan Application; and 0~~

~~09.02A3. costs for eligible Measures as defined in Code 003.03.~~

~~009.02B. The following costs shall be borne by the School District:~~

~~009.02Bl. costs in excess of the amount of the loan from the School District Energy Efficiency Program; and~~

~~009.02B2. costs of preparation of a Project Inquiry that is rejected or a Loan Application that is denied.~~

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~~TITLE 106 -NEBRASKA STATE ENERGY OFFICE~~

~~CODE 010 -Elements of a Loan Application~~

~~0l0.01 Application Submittal Procedures. Any eligible School District desiring to receive a loan may prepare and submit an application. The following information shall be a part of the application:~~

~~0l0.0lA. the School District name, number, county, mailing address, state legislative district, congressional district, class, federal taxpayer identification number, and telephone number;~~

~~010.01B. identification of the Project other than a Study including:~~

~~0l0.0lB1. an Energy Analysis (Code 007);~~

~~010.01B2. Bid Documents (Code 010.02) or a Request for Proposal (Code 010.03); and 010.01B3. No-Interest Statement(s) (Code 002.24);~~

~~0l0.0lC. identification of the Study including:~~

~~0l0.0lCl. a Request for proposal (Code 010.03; and~~

~~010.01C2. No-Interest Statement(s) (Code 002.24).~~

~~010.02. Bid Documents and Bidding Procedures,~~

~~010.02A Bid Documents. Bid Documents shall:~~

~~010.02A1. list all goods and services needed to complete a Project;~~

~~010.02A2. provide specific detail so contractors and suppliers of goods and services may use the descriptions as a basis for making bids;~~

~~010.02A3. establish a time frame for completion of the Project; and~~

~~010.02A4. inform prospective bidders that all contracts will include the following provisions:~~

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~~010.02A4a. the award of a contract is contingent on the approval of the Loan Application by the Agency;~~

~~010.02A4b. the successful contractor may have no financial interest with the Person who prepared the Energy Analysis, Project Inquiry, Loan Application and Bid Documents for that Project or who is the Project Manager or Construction Manager; and~~

~~010.02A4c. all contracts will include the provisions outlined in Code~~

~~010.06 Project Contracts~~

~~010.02B. Bidding Procedures. Bidding shall:~~

~~010.02Bl. comply with all applicable laws and any procedures established by the School District;~~

~~010.02B2. solicit bids in the form established in the Bid Documents;~~

~~010.02B3. at a minimum, use one of the following methods:,~~

~~010.02B3a. solicit bids for materials by obtaining at least three price quotes from suppliers when the School District plans to use its own employees to implement the Project;~~

~~010.02B3b. solicit bids for materials and services by obtaining at least three price quotes from contractors, suppliers, or laborers when the School District plans to use local laborers to implement the Project;~~

~~010.02B3c. place a "Notice to Bidders" advertisement in a major Nebraska or Nebraska-received newspaper and local community newspaper; or~~

~~010.02B3d. submit the Bid Documents to a "Major Builder's Bureau Plan Service.”~~

~~010.03 Request for Proposal. The Request for Proposal shall:~~

~~010.03A list the goals and objectives of the School District for the Project;~~

~~010.03B. describe a specific scope of work which will produce the energy savings estimated in the Energy Analysis;~~

~~010.03C.establish a time frame for completion of the Project;~~

~~35~~

~~010.03D. require those responding to the Request for Proposal to list their qualifications; and~~

~~010.03E. inform those responding to the Request for Proposal that all contracts will include the following provisions:~~

~~010.03El. the award of a contract is contingent on the approval of the Loan~~

~~Application by the Agency;~~

~~010.03E2. the successful contractor may have no financial interest with the Person who prepared the Energy Analysis, Project Inquiry, Loan Application and Request for Proposal for that Project or who is the Project Manager or Construction Manager; and~~

~~010.03E3. all contracts will include the provisions outlined in Code 010.06 Project Contracts.~~

~~010.04 Proposal Solicitation Procedures. Solicitation shall:~~

~~010.04A. comply with all applicable laws and any procedures established by the~~

~~School District; and~~

~~010.04B. at a minimum use one of the following methods:~~

~~010.04B1. mail or send a facsimile Request for Proposal to at least three qualified Persons;~~

~~010.04B2. place a notice of Request for Proposal in major Nebraska or Nebraska-received daily newspaper and a local community newspaper; or~~

~~010.04B3. submit a Request for Proposal to trade associations or industry groups relevant to the proposal.~~

~~010.05A. The following costs to the School District may be included in the amount requested for a loan:~~

~~010.05A1. costs of preparing the Energy Analysis, the Project Inquiry, the Request for Proposal, Bid Documents and the Loan Application; and~~

~~010.05A2. costs for eligible Measures as defined in Code 003.03.~~

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~~010.05B. The following costs shall be borne by the School District:~~

~~010.05B1. costs in excess of the amount of the loan from the School District Energy Efficiency Program; and~~

~~010.05B2. costs of preparation of a Project Inquiry that is rejected or a Loan Application that is denied.~~

~~010.06 Project Contracts. The School District shall contract selected suppliers of goods and services implement the Project. The School District shall include the following conditions in the contract:~~

~~010.06A. Contracts for Projects other than a Study.~~

~~010.06A1 the Agency shall have access to the site of the Project and to any books, documents or records directly relevant to the Project;~~

~~010.06A2. at least five percent of the total loan amount shall be retained pending final physical inspection and verification of completion of the Project by the Agency;~~

~~010.06A3. a written waiver of claims shall be required at the end of the~~

~~Project; and~~

~~010.06A4. a list of subcontractors shall be submitted to the School District within thirty days following the signing of the contract;~~

 ~~010.06B Contracts for a Study.~~

~~010.06Bl. the completion of the Study according to the requirements of Code 007 (Elements of an Energy Analysis) or Code 006 (Elements of a Technical Analysis.) The School District may include these requirements by reference or include a copy of the appropriate rules and regulations in the actual contract;~~

~~010.06B2. payment for the Study shall not be made by the School District until the Study has been reviewed and approved by the Agency; and~~

~~010.06B3. a requirement allowing the Agency access to the project site of the Study and to any books, documents or records directly relevant to the Project.~~

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~~010.07 Loan Agreement. The Loan Agreement shall expressly give the Agency the following rights:~~

~~010.07A. to make physical inspections of the Project before work has begun during construction, installation or implementation, after work is finished, all work products and any other aspects of the Project including books, documents or records prior to completion and after completion.~~

~~010.07B. to stop payments, following verbal notification to the School District, if the Agency determines there is substantial noncompliance with the terms and conditions of the Loan Agreement, any contract let to implement the Project, or any No-Interest Statement submitted with the Loan Application;~~

~~010.07C. to resume payments when the Agency determines the noncompliance has been remedied;~~

~~010.07D. to identify the date for Project completion as provided for in the Request for Proposal or Bid Documents;~~

~~010.07E. t to establish a loan closeout date which shall be sixty days following the completion of the Project;~~

~~010.07F. to demand payment of all funds disbursed for the part of the Project in dispute if, fifteen days after the Agency has sent a letter to the School District giving specific reasons for stopping payment, the School District has failed to answer or remedy the problems identified to the satisfaction of the Agency; and~~

~~010.07G. to include customary contract language.~~

~~010.08 Request for Payment. The Loan Agreement shall require:~~

~~010.08A. the School District submit all requests for payment on Agency forms including documentation;~~

~~010.08B. the Request for Payment be made for work completed; and~~

~~010.08C. the Agency authorize payment to the School District within 15 days of receiving a complete Request for Payment or notify the School District of the reason it has not issued payment.~~

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~~010.09 Notification of Project Completion. The Loan Agreement shall require the School District to notify the Agency, in writing, promptly when the Project is completed to the satisfaction of the School District.~~

~~010.10 Promissory Note. Promptly following the School District’s notification of Project Completion according to Code 010.09, the School District shall sign a Promissory Note to repay the loan. The Promissory Note shall:~~

~~010.10A. require no interest charge;~~

~~010.10B. designate due dates for payments;~~

~~0l0.l0C. provide for early payments with no penalty;~~

~~010.10D. provide for a penalty for late payments based on the statutory interest rate;~~

~~010.10E. define default and the consequences of default such that:~~

~~010.l0E1 default may occur if a School District fails to make a scheduled payment or remedy the delinquency in ninety days; and~~

~~010.10E2. consequences of default shall include action by the Agency to recommend to the Education Committee of the Nebraska Legislature that the Schools District’s appropriation of funds for that year be reduced by an amount equal to the unpaid portion of the payments due on the School District’s loan;~~

~~010.10F. provide for full payment of the remaining balance if the School District disposes of the equipment or materials installed or purchased with loan funds, disposes of the Building, terminates the lease, or uses the Fueling Facility to provide other than an Alternate Fuel; and~~

~~010.10G. include customary contract language.~~

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~~TITLE 106 -NEBRASKA STATE ENERGY OFFICE~~

~~CODE 011 -Calculation of Savings~~

~~011.01 Calculation of Energy Savings. The calculation of energy savings expected to result from the implementation of each Measure shall:~~

~~011.01A. include the efficiency or coefficient of performance of furnaces, boilers, refrigeration equipment, heat pumps, motors and other equipment;~~

~~011.01B. be supported by actual measurement or calculation of the steady-state or seasonal efficiency or coefficient of performance of Measures which will result in energy savings due to improvements in efficiency or coefficient of performance;~~

~~011.01C. be based on accepted engineering calculations and supported by major equations with units;~~

~~011.01D. use the following conversion factors:~~

~~011.01D1. electricity -3413 Btu per kwh;~~

~~011.01D2. natural gas –l000 Btu per cubic foot;~~

~~011.01D3. propane or liquid propane gas -95,000 Btu per gallon;~~

~~011.01D4. distillate, #2 or diesel fuel oil -140,000 Btu per gallon;~~

~~011.0lD5. residual or #6 fuel oil -150,000Btu per gallon;~~

~~011.01D6. coal-17.5 million Btu per short ton;~~

~~011.01D7. steam -1000 Btu per pound;~~

~~011.01D8. chilled water/brine -12,000 Btu per ton-hour; and~~

~~011.01D9. any other conversion factors shall be taken from engineering references and their sources noted in the Study;~~

~~011.01E. list assumptions and provide substantiation for all numeric values.~~

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~~011.02 Calculation of Energy Cost Savings. The Energy Cost Savings for Projects shall be calculated by multiplying the estimated annual energy savings by the current, average cost of the fuel or electricity being saved.~~

~~011.02A. When a Project results in the reduction of electric demand, the calculation may include the cost savings which would result from a reduction in demand charges, but such savings shall be clearly labeled as demand charge savings.~~

~~011.02B. When a Project results in a reduction of Operation and Maintenance costs, the calculation may include the cost savings, but such savings shall be clearly labeled as Operation and Maintenance savings.~~

~~011.02C. When cost savings other than Energy Cost Savings are calculated in a Study, the report may include a calculation of the total savings for the Project, as long as there is a separate, clearly labeled calculation of the Energy Cost Savings.~~

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~~TITLE 106 -NEBRASKA STATE ENERGY OFFICE~~

~~CODE 012 -Administrative procedures~~

~~012.01 Procedure to Request Waiver of Regulations~~

~~012.01A. A School District seeking a waiver of a regulation shall make a request in writing to the Chief of the Energy Financing Division of the Agency. The request shall give reasons why the waiver is sought.~~

~~012.01B. The Chief of the Energy Financing Division shall notify the School District of the Agency's decision in writing within thirty days of receipt of the request.~~

~~012 02. Procedure to Contest and Agency Decision~~

~~012.02A. A School District seeking to contest an Agency decision shall make a request in writing to the Director of the Agency within fifteen days of the mailing of notice of the Agency's decision. The request shall give reasons why the School District is contesting the decision.~~

~~012.02B. The Director shall notify the School District in writing of the decision within thirty days of receipt of the request.~~

~~012.03 Debarment. If the Agency determines there is a cause for debarment against a Person participating in the School District Energy Efficiency Program, the Agency may invoke Title 109 -Rules and Regulations For Debarment.~~

~~012.04 Reports and Recordkeeping.~~

~~012.04A Annual Reports. A School District which receives a loan from the School District Energy Efficiency Program shall make a report each year to the Agency on energy use related to the funded Project as follows:~~

~~012.04A1. Annual Reports shall be made on the Agency's form;~~

~~012.04A2. the first Annual Report shall be made one year after the actual~~

~~Project completion date stated in the Final Project Report (012.04B);~~

~~012.04A3. the Agency will notify the School District of the acceptance of the Annual Report within forty-five days of receiving the complete Report; and~~

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~~012.04A3. the last Annual Report shall be made three years after the actual completion date stated in the Final Project Report (012.04B).~~

~~012.04B Final Project Report. A School District which receives a loan from the School District Energy Efficiency Program shall provide to the Agency a Final Project Report done by the preparer of the Bid Documents, the preparer of the Request for Proposal, Project Manager or Construction Manager. It shall be based on an on-site inspection and shall certify the Project was done in compliance with the Bid Documents or Request for Proposal and shall state the actual date the Project was completed. The School District shall submit the Final Project Report at the same time it gives the Agency the Notification of Project Completion.~~

~~012.04C Records. A School District which receives funding from the School District Energy Efficiency Program shall retain all records pertaining to the grant or loan for the following periods of time:~~

~~012.04C1. for a grant, a period of 3 years; and~~

~~012.04C2. for a loan, until the loan is paid in full.~~

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