

TERMS & CONDITIONS

PROOF OF PURCHASE: Sales receipt(s) or invoice(s) itemizing the new equipment and indicating the size, input wattage, type, make, model, wattage, purchase date, and vendor must accompany each energy efficiency incentive application.

INCENTIVE OFFER: This energy efficiency incentive program covers equipment during the program year in which it is purchased and installed. Details of this program, including incentive levels, are subject to change without notice. The electric utility reserves the right to limit incentives.

ELIGIBLE EQUIPMENT: Equipment must be new, permanently installed and operational LED technology at the customer's existing premise. Existing premises have previously received permanent, electrical service for twelve (12) months or more.

NEW CONSTRUCTION AND/OR ADDITIONS DO NOT QUALIFY!

ISSUING INCENTIVES: Equipment must be purchased and installed before an energy efficiency incentive is issued. Falsifying any information may lead to cancellation of this and future incentive applications, a claim by the electric utility for the return of any incentive, and/or referral for prosecution. Please allow 45 days for delivery of incentives. Submitting an application with incomplete or missing information may delay processing of the incentive.

APPROVAL & VERIFICATION: Incentives exceeding \$5,000 require approval by the electric utility before purchase or installation. The electric utility reserves the right to verify sales transactions and inspect all lighting projects prior to and after installation.

TAX LIABILITY: The BPW is not responsible for any tax liability imposed on the customer as a result of the energy efficiency incentive.

ENDORSEMENT: The BPW does not endorse any particular manufacturers, products, or system designs in promoting this program. Equivalent products must be pre-approved by the Board of Public Works.

DISPOSAL: The customer/contractor is responsible for the proper disposal and/or recycling of any waste generated as a result of this project, including the disposal of fluorescent lamps (which contain mercury) and ballasts suspected of containing PCBs. (Any fluorescent ballast dated pre-1979 should be considered to contain PCBs unless otherwise labeled.)

SAFETY & BUILDING CODES: The customer/contractor agrees that each measure complies with all federal, state, and local safety, building, and environmental codes. All products must be UL-listed and installed per manufacturer's instructions.

DISCLAIMER OF WARRANTIES: The BPW will not warrant the performance of any equipment either expressly or implicitly. Contact the supplier or contractor for details regarding equipment warranties.

ENERGY BENEFITS: The Utility is entitled to 100% of the energy benefits associated with the implemented Energy Conservation Measure, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated energy, capacity, reserves, and emissions. The Customer agrees to provide the Utility with such further documentation as the Utility may request to confirm the Utility's ownership of such benefits.