

City Water, Light & Power's COMMERCIAL HEAT PUMP REBATE APPLICATION

For commercial heat pump units installed on or after November 1, 2012

Participation in this program requires pre-approval. Complete this application and return to CWLP Energy Services Office, 1008 E. Miller St, Springfield, IL 62702 prior to purchasing any HVAC equipment. The form must be signed by the customer and be accompanied by a signed project proposal containing model numbers for each heat pump unit(s) proposed and total cost of project.

You will receive email confirmation of CWLP's receipt of this application. Following review, CWLP will provide a pre-installation approval letter documenting preliminary approval of the project. You will have one year from the date on the approval letter to complete your project and submit an Equipment Summary Sheet and final documentation for rebate payment. Call Energy Services at 789-2070 if you have any questions or for help completing this application.



CUSTOMER INFORMATION: (Please type or print clearly.)

Business Name: _____

Contact Person: _____ Day Phone: _____

Installation Address (Include Zip Code): _____

Mailing Address (If different from above): _____

REQUIRED: CWLP ELECTRIC ACCOUNT # _____ Rebate credit will be applied to this account.

If your rebate **exceeds \$1,000**, you may request payment in the form of a check by indicating below and providing your W9 form. **No checks will be issued for rebate amounts less than \$1,000.** If you do not provide your W9 form for check processing, your rebate will be applied as a credit to your CWLP account.

I request a check **(MUST ATTACH W9 FORM for check processing)**

INSTALLER INFORMATION:

HVAC Contractor: _____ Phone: _____

System Design or Engineering Firm: _____ Phone: _____

SUMMARY OF PROPOSED EQUIPMENT TO BE INSTALLED:

Equipment Type : Air Source Heat Pump Geothermal Heat Pump Hybrid Geothermal Heat Pump

Total number of heat pumps proposed : _____ Total combined cooling capacity proposed : _____

Project Start Date: _____ Projected Completion Date: _____

Replaced Equipment (check all that apply).

Heating: Gas Boiler Gas Forced Air Electric Capacity in KBTUh _____

Cooling: Cooling Tower Chiller Capacity in KBTUh _____

BUILDING INFORMATION:

New Construction Existing Approx. SQ. FT. _____

Building Office Building Retail Medical Warehouse High-Rise Apartments

Type: Restaurant School Hotel Other _____

How many weeks per year does your building operate? _____ How many days per week? _____ How many hours per day? _____

Did you plan to purchase a heat pump prior to learning about CWLP's Heat Pump Rebate Program? YES NO

Did CWLP's rebate affect your decision to install a heat pump? YES NO

Your signature is verification that you have read and agree to the Terms & Conditions on the back of this application and affirm that the information provided is correct. This application is for pre-approval of a commercial heat pump project. Additional documentation is required to receive rebate payment.

Customer Signature

Date:

This application must be accompanied by a detailed project proposal indicating proposed equipment model numbers.

FOR OFFICE USE ONLY

HP Rebate Amt: _____
CWLP Acct/Cust #: _____
Notes: _____

DLR Rebate Amt : _____

AHRI# : _____

DB/ID# : _____

CWLP's COMMERCIAL HEAT PUMP Rebate Program

Terms & Conditions (Effective November 1, 2012)

1. ELIGIBILITY: CWLP will provide rebates in the form of bill credits or checks to eligible customers (defined below) for the purchase and installation of qualifying heat pump products, subject to these Terms and Conditions.

a) Qualifying Heat Pump Systems: Air Source: Defined as any air source heat pump installed as the primary source of heat within a defined space. **Geothermal:** Defined as an all-electric geothermal heat pump installed as the primary source of heat for a defined space. **Hybrid:** Defined as a geothermal heat pump that uses an alternative source for heat rejection limited to the use of a cooling tower. Cooling towers cannot provide more than 25% of the required heat rejection capacity. **b) Heat pump systems** must be assigned an efficiency rating from the Air-Conditioning, Heating, and Refrigeration Institute (AHRI) to qualify. All heat pump systems must be complete new systems with warranty and installed in accordance with City of Springfield building codes. **c) Ineligible products include** portable or window mounted heat pump units, replacement heat pumps that do not include replacement of the "A-coil" and units that do not meet minimum federal efficiency standards. CWLP reserves the right to determine final eligibility of any heat pump system(s) installed. **d) Eligible customers** are directly metered commercial electric customers of CWLP who fall under Rate 40, 41, 42, 44, 46, 47 or 48, with no accounts past due more than 30 days. Rebates for accounts more than 30 days past due will not be processed or approved until outstanding balance(s) are paid. CWLP Rebates are awarded to eligible customers only for qualifying heat pump systems that are installed in new or existing commercial buildings at the location identified on this application. Customers are ultimately responsible for compliance with these Terms and Conditions.

2. PRE-APPROVAL & POST-INSTALLATION VERIFICATION: **a) Pre-approval is REQUIRED.** Before you purchase any HVAC equipment, you must provide to CWLP a completed, signed Rebate Application and detailed vendor proposal for new equipment including model numbers for each heat pump system to be installed. You will receive an e-mail confirming CWLP's receipt of your application. Following its review, CWLP will provide you with a pre-installation approval letter specifying the projected rebate. You will have one year from the date on the approval letter to complete your project and submit a supplemental Equipment Summary Sheet and final purchase documentation to request payment of your rebate. Extensions may be granted if CWLP approves the progress being made on the project. **b) After the installation** of the heat pump system(s) is complete, submit an Equipment Summary Sheet and a detailed equipment invoice showing the manufacturer, model number, date purchased, and itemized cost for heat pump system(s) installed. Upon receipt of the detailed invoice CWLP staff may conduct a post-installation inspection for verification purposes unless it has waived this requirement. **c) If CWLP determines** that a qualifying heat pump system(s) was not installed in a manner consistent with city building codes, or an unapproved heat pump system(s) was installed, it may deny rebate payment or require modifications before processing the rebate payment.

3. INDEPENDENT TESTING: CWLP reserves the right to deny rebates for any heat pump system(s) that has not been favorably assessed or approved by recognized, independent public authorities, such as the AHRI. CWLP may, at its discretion, require customers to undertake, at their own expense, testing of a heat pump

system that has not been approved by AHRI, or an equivalent independent testing facility approved in advance by CWLP, in order to consider a heat pump system as qualified.

4. REBATE AMOUNTS: **a) Rebate amounts** are calculated by the combined cooling capacity of the heat pump system(s) being considered for rebate in tons. Air source heat pump unit(s) can qualify for a onetime \$200 per ton rebate for both new and complete replacement heat pumps. Geothermal heat pump system(s) installed in an **existing commercial building** can qualify for a onetime \$300 per ton rebate for **new, first time** installations (i.e. systems requiring installation of a new well field). For a geothermal heat pump system(s) installed in a **newly constructed commercial building** the rebate will be calculated at \$800 per ton of cooling capacity for new, first time installations (i.e. systems requiring installation of a new well field). Replacement geothermal heat pumps are ineligible for a rebate. New additions to an existing commercial building, will be treated as new construction providing a stand alone geothermal system is installed for the addition only.

b) CWLP reserves the right to adjust the rebate amount based upon its independent assessment of appropriate cost estimates.

5. HEAT PUMP INSTALLATION COST: The customer must provide copies of all invoices or other reasonable documentation providing verification of the quantities and costs of purchasing and installing the qualifying heat pump system(s). Invoices must indicate a verifiable brand and model number of each qualifying heat pump system installed and being applied for rebate under this application. The receipt must also detail the location(s) of the installed heat pump(s).

6. REBATE PAYMENT: **a) CWLP will process** rebate applications on a first-come, first-served basis. To qualify for processing the application must be accompanied by: (1) submission of Equipment Summary Sheet and all verification documentation to CWLP within 1 year of the installation date; (2) completed installation of approved qualifying heat pump system; and (3) a satisfactory post-installation verification performed by CWLP, all in accordance with the specifications outlined elsewhere in these Terms and Conditions. **b) If customer account(s)** shows a balance more than 30 days past due, CWLP reserves the right to delay rebate processing until past due amount is paid, bringing account current. **c) For rebate amounts** exceeding \$1,000, applicant may request a check in lieu of a CWLP account credit. Customer will be required to furnish W-9 form prior to check processing. **d) Applicants applying for a commercial** heat pump rebate should allow up to 90-days for payment processing.

7. PROGRAM CHANGES/CANCELLATION: **a) CWLP may change** the program requirements, rebates, or Terms & Conditions at any time without notice, including suspending acceptance of rebate applications or terminating the program. CWLP is not obligated to approve any submitted rebate application that may result in CWLP exceeding its program budget. **b) Rebates under this CWLP program** are offered on a first-come, first-served basis and are subject to product and customer eligibility as outlined in these terms and conditions, and the availability of funds.

8. PUBLICITY OF CUSTOMER PARTICIPATION: CWLP may wish to publicize information relating to customer participation in the program, including such data as projected energy savings and rebate amount. CWLP will make all efforts to obtain customer permission before making such information public.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION: **a) CWLP liability** under this rebate application will be limited to the rebate amounts specified on this rebate application. CWLP and any of its affiliates or contractors shall not be liable to the customer for any special, indirect, consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this rebate application. By participating in this program, Customer agrees to waive any claims and fully releases CWLP from any damages of any kind. **b) Customer hereby irrevocably** and unconditionally waives any right such party may have to a trial by jury or to initiate or become a party to any class action claims in respect of any action, suit or proceeding directly or indirectly arising out of or relating to this application or the transactions contemplated by this application. **c) The customer shall protect,** indemnify, and hold harmless CWLP from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against CWLP arising out of or relating to the performance of this rebate application.

10. NO WARRANTIES: **a) CWLP does not** endorse, guarantee, or warrant any particular manufacturer or product, and provides no warranties, expressed or implied, including any implied warranty of merchantability or implied warranty of fitness for any product or services. CWLP is not liable or responsible for any act or omission of any contractor. The customer's reliance on warranties is limited to any warranties that may be provided by contractors, vendors, etc. **b) CWLP is not responsible** for verifying that the installation of the heat pump system(s) is proper or complies with any particular laws, codes, or industry standards. CWLP does not make any representations of any kind regarding the results to be achieved by the installed qualifying heat pump system or the adequacy or safety of such measures.

11. CUSTOMER MUST PAY ALL TAXES: Rebates received by the customer under this rebate program may be taxable by the federal, state, and local government. The customer is responsible for declaring and paying all such taxes.

12. MISCELLANEOUS: **a) The entire agreement** between the customer and CWLP is composed of a signed rebate application, equipment summary sheet and these Terms and Conditions. **b) Paragraph headings** are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions. **c) The Customer acknowledges** the only individuals authorized to bind CWLP under this heat pump rebate program are CWLP staff. **d) If any provision of the** Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. **e) If a dispute arises out of,** or relates to this application, or the breach thereof, the dispute will be settled through negotiation. Otherwise, resolution of disputes concerning these Terms and Conditions, or any other requirement of this application or condition of rebate, resolution will be governed in all respects by the laws, statutes, and regulations of the State of Illinois. **f) Customer shall not assign** any rights it may have under this rebate application without the prior written consent of CWLP. Any assignment in violation hereof shall be deemed null and void.

