



Commercial & Industrial Application for Energy Efficiency Incentives

Terms and Conditions

1. **Eligibility:** These incentives are offered to commercial and industrial electric customers of IMPA's 54 member utilities only. All incentive measures must be a retrofit or replacement installation in an existing building. The IMPA Energy Efficiency Program is being administered by the Indiana Municipal Power Agency (IMPA) in conjunction with IMPA's 54 member utilities. For questions regarding eligibility, call your local municipal utility.
2. **Incentive Offer:** Incentive measures must be installed by December 31, 2011 to be eligible for payment of incentives. Projects must result in reduced electric energy usage due to improvement in the system efficiency; control upgrades may also qualify. Reduced electric use resulting from peak shaving, demand limiting, fuel switching, power generation, renewable energy, or operating schedule changes does not qualify. To qualify, lighting must be used a minimum of 1,800 hours per year and other equipment must operate a minimum of 1,500 hours per year.
3. **Compliance:**
 - a. All projects must comply with all applicable federal, state and local laws, regulations, ordinances and building codes.
 - b. All equipment must be new or retrofitted with new components in accordance with the program specifications. Installation of used or rebuilt equipment or components is not eligible for incentives. Existing equipment that is not part of a retrofit must be permanently disconnected or removed from the facility.
 - c. New equipment must meet the specification requirements listed in the incentive application and must be completely installed when the final application is submitted.
 - d. Existing equipment must have been operational within the last three (3) months of when the application is submitted to be eligible.
 - e. Customers may receive only one incentive per piece of qualifying equipment.
 - f. Customers may submit multiple projects in a calendar year; however, the customer's incentive payment total for all projects cannot exceed the incentive payment limit per year.
 - g. If the incentive measure is installed in a leased building, the term of the lease must have at least three (3) years remaining and a copy of the lease agreement may be required prior to payment of incentives.
4. **Delivery:** Applications must be delivered using one of these methods: mail to Energy Efficiency Incentives, c/o IMPA, 11610 North College Avenue, Carmel, IN 46032; e-mailed to Save@IMPA.com; or faxed to (317) 575-3372, Attn: Energy Efficiency Incentives.
5. **Pre-approval Applications:** All projects that would result in an incentive payment greater than or equal to \$2,000 must receive written pre-approval BEFORE purchase and installation to be eligible for incentives. Pre-approval applications must have true and complete information and be submitted with: 1) the entire completed "2011 Incentive Application" marked as a pre-approval and signed by an authorized representative of the customer; 2) an itemized quote(s) from the chosen contractor for the project which includes at least one line item per incentive measure, and includes the quantity, size, type, make, model of proposed items, and labor costs (if applicable); and 3) a copy of the customer's most recent electric utility bill. IMPA program staff may contact customer for further information concerning the pre-approval application. If the project meets the pre-approval criteria, the customer will receive a letter via e-mail (or standard mail if e-mail is unavailable) indicating that the incentive measures have been pre-approved. From the date of issuance of the pre-approval letter, the customer will have 90 days to complete the project and submit all final documentation. The pre-approval application will expire after 90 days or on December 31, 2011. Any change in the project must be re-submitted for pre-approval.
6. **Final Incentive Applications:** Final incentive applications must have true and complete information and be submitted with: 1) an entire completed "2011 Incentive Application" marked as a final application and signed by an authorized representative of the customer; 2) an itemized invoice from the installing contractor and/or vendor for the project which must include a separate line item for each incentive measure, the date, quantity, size, type, make and model of installed items, and labor costs, if applicable; 3) the manufacturer (OEM) specification sheets for all items that were installed; and 4) a copy of the customer's most recent

electric utility bill (if not previously submitted for pre-approval). Final applications and all required documentation must be postmarked by December 31, 2011 to be eligible for incentive payment.

7. Incentive Payment Limit: Purchase and install qualifying equipment and receive an energy efficiency incentive of up to \$10,000 per customer per calendar year.
8. Payment: After a completed Final Incentive Application is submitted, incentive payments will generally be sent within 6 to 8 weeks. Incomplete applications will either delay payments or result in denial of application approval. IMPA reserves the right to refuse payment and participation if the customer or contractor violates any program terms and conditions. IMPA must receive 100% of the energy savings for the rated life of the product(s) or for a period of three (3) years from receipt of incentive, whichever is less. If the customer does not provide the energy savings, or if a facility in which incentive measures are installed closes or ceases operations within the three (3) years from receipt of incentive or if the customer ceases to be a customer of IMPA's 54 member utilities during the three (3) years, the customer agrees to refund a prorated amount of the incentive payment based on the time installed.
9. Inspection: IMPA and/or member utility program staff reserve the right to conduct pre-inspections and post-inspections of proposed and installed projects to verify installation of qualifying equipment and compliance with all program terms and conditions.
10. Publicity: The customer agrees that IMPA and/or IMPA's 54 member utilities have the right to publicize the customer's participation in the Energy Efficiency Incentive program, unless the customer specifically requests otherwise in writing.
11. Program Discretion: Incentives are available on a first-come, first-served basis. Incentive amounts, offerings, and these terms and conditions are subject to change or termination without notice at the discretion of IMPA. IMPA reserves the right, in its sole discretion, to grant exceptions to program rules or these terms and conditions on a case-by-case basis.
12. Logo Use: Neither customers nor contractors/vendors may use the IMPA, IMPA Energy Efficiency Program, or any of IMPA's 54 member utilities name or logo in any marketing, advertising, or promotional material without express written permission from IMPA.
13. Disclaimers: IMPA and IMPA's 54 member utilities:
 - a. Do not endorse any particular manufacturer, product, labor or system design by offering these programs.
 - b. Are not responsible for any tax liability imposed on the customer as a result of the payment of incentives.
 - c. Do not expressly or implicitly warrant the performance of installed equipment, including actual energy savings, or the quality or fitness of the work or any product of any contractor/vendor.
 - d. Are not responsible for the proper disposal/recycling of any waste generated as a result of this project.
 - e. Are not liable for any damage caused by the installation of equipment or for any damage caused by the malfunction of installed equipment.