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## Commercial Energy Efficiency Rebate Program

### STANDARD TERMS AND CONDITIONS

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Heber Light & Power

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#### Overview

Heber Light & Power is pleased to offer the Clear Peaks Commercial Energy Efficiency Rebate Program (hereafter referred to as “Program”) available to Commercial (General Service) customers. The Program is designed to offer an incentive for any project that demonstrates energy or demand savings. The Program is offered only to customers served by Heber Light & Power.

The Program is a demand-side management tool to promote and encourage energy conservation and load shaping with verifiable and achievable results. There is a limited amount of funding for the Program and will only run each year until the funds are depleted. The Program may be modified, changed or terminated at any time.

Participating customers are required to submit specific information on applications for rebates. The information will be processed to determine the value and reductions of electrical consumption.

#### Rebate Program

**Availability.** Rebates are available on a first-come, first-serve basis and will be offered until the funds are depleted. Customers are to refer to the program website at [www.heberpower.com](http://www.heberpower.com) for the latest information on the program. Applications must include all required information. The customer is responsible for submitting a complete application. Incomplete applications will be returned with a reason for the denial and reapplication procedures, if available.

**Eligibility.** Customers must have an account number in their name and be in good standing with HL&P. The Customer must follow program processes, supply necessary documentation, and provide reasonable access for required inspections.

**Rebates/Incentives.** Rebates will be calculated on a case-by-case basis, upon meeting eligibility requirements, including but not limited to:

Any verified reduction in energy usage (kWh):

**\$0.10/kWh saved annually**

or

Any verified reduction in demand (kW)

**\$200/kW**

Whichever is greater and not exceeding 70% of the total project cost.\*

*LED Lighting –*

- \$0.10/kWh saved annually for qualifying bulbs/fixtures
- \$0.12/kWh saved annually for qualifying bulbs/fixtures including controls (i.e., dimmers)
- Up to \$50 for exterior lighting fixtures ≤ 200 watts
- Up to \$150 for exterior lighting fixtures > 200 watts

\*Some energy and demand savings may require verification from an engineer. Any costs associated with engineering verification will have that amount deducted from the rebate amount.

**Process and Procedure.** The following steps must be followed, in order, to receive rebate.

1. Customer submits completed application
2. HL&P performs a preauthorization site visit.
3. HL&P generates an offer letter describing the rebate terms.
4. Customer signs offer letter.
5. Customer completes the energy improvements as described in the offer letter. **NO REBATE WILL BE PAID FOR PROJECTS THAT BEGIN BEFORE AUTHORIZATION.**
6. Upon project completion, HL&P performs post-inspection visit to verify improvements.
7. If approved, HL&P issues a rebate check.

**Approval and Verification.** Before a project begins it must be approved and an incentive offer signed. The Customer must provide reasonable access to the site to inspect and verify any counts and technical specifications. This may require engineering specifications provided by the Customer's engineer.

**Application Form.** The application form must be filled out completely, truthfully, and accurately. By signing the application form, the Customer represents and warrants that all the information is true, accurate, and conforms to all the terms and conditions for the Program.

**Offer Letter.** The offer letter will describe the work to be performed and the calculation of the rebate. By countersigning the offer letter, the Customer agrees to be bound by the terms and conditions of the offer letter and the Program. If the scope of the contemplated improvements changes, the Customer must notify HL&P and request a revised offer letter. Rebates will not be paid if the improvements and work contemplated in the offer letter are not completed; likewise, the stated rebate amount will not be increased if the Customer performs work beyond that described by the offer letter. HL&P reserves the right to inspect any installation of qualifying equipment at any time up to 24 months after installation.

**Rebate Processing.** Rebates will be processed on a first-come, first-serve basis until funds are depleted. The Customer should allow up to four (4) weeks from final approval to process the rebate. Rebate checks will be sent to the address listed on the Customer's account. Customers may contact Heber Light & Power at (435)654-1581 to inquire about the status of the rebate.

**Warranties.** HL&P makes no warranties or representations of any kind, whether statutory, expressed, or implied, including without limitations, warranties of merchantability or fitness for a particular purpose regarding any appliance, light, or device, or services provided by a retailer, manufacturer, vendor, or contractor. HL&P does not warrant that the installed equipment will deliver the specified amount of energy or cost savings. In no event will HL&P be liable for the installed equipment to achieve its expected cost savings, for any personal injury or harm to the customer's facility of any kind, or for any incidental or consequential damages of any kind. ■