



TRAVERSE CITY LIGHT & POWER

Commercial & Industrial Energy Efficiency Program

2013 Incentive Application

Ready to start your project? Follow these 3 simple steps.

Step #1: Request Pre-Approval

To ensure that your project is eligible and to reserve funds, please complete, sign and submit:

1. The Pre-Approval Agreement (found on page 2 of this application), completed and signed, and
2. The worksheet(s) that are applicable to your project, completed (found on pages 4-10 of this application), and
3. Estimate(s) with model numbers from your contractor.

Step #2: Complete Your Project

If your project meets the pre-approval criteria, you will receive a letter indicating funds have been reserved. Following the specifications listed in this application, install your equipment within 90 days. All equipment must be installed and operational by December 31, 2013.

Step #3: Get Your Cash Incentive

Once your project is complete, it's time to request your cash incentive. Within 30 days of project completion, you must submit:

1. The Payment Approval Agreement (found on page 3 of this application), completed and signed, and
2. The itemized invoice(s) for materials and any applicable external labor costs, including the following:
 - Contractor's name and contact information
 - Customer's name and contact information
 - Date of invoice
 - Line item cost for each product
 - Quantities of each product
 - Complete product model numbers
 - Labor (and other) expenses listed separately from product costs
 - Total invoice amount



**Please submit your documents
one of three ways:**

Fax 517-203-0658

Email energysmart@franklinenergy.com

Mail Energy Smart – Traverse City Light & Power
1400 Abbot Road, Suite 400
East Lansing, MI 48823

Pre-Approval Agreement

As described in Step #1 on page 1 of this application, please complete and submit this page, along with the appropriate worksheet(s) and estimates with model numbers from your contractor, *before you begin your project*. If you plan to install the equipment yourself (as opposed to hiring a contractor to do so), please submit an estimate for the cost of the equipment from a supplier or distributor. If your project meets the pre-approval criteria, you will receive a letter indicating the funds have been reserved. You can then proceed with completing your project, as described in Step #2 on page 1 of this application.

Name of Business		Phone		Email	
Mailing Address		City		State	ZIP Code
Installation Address		City		State	ZIP Code
Annual Hours of Operation	Traverse City Light & Power Electric Account Number			Taxpayer ID # (SSN/FEIN or Payee)	
Building Use (Please Check One): <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Warehouse <input type="checkbox"/> Restaurant <input type="checkbox"/> Grocery Store/Supermarket <input type="checkbox"/> Manufacturing <input type="checkbox"/> Lodging <input type="checkbox"/> School (K-12) <input type="checkbox"/> School (College) <input type="checkbox"/> Healthcare Facility <input type="checkbox"/> Other/Miscellaneous					
How did you learn about the program? <input type="checkbox"/> My Utility <input type="checkbox"/> Utility Website <input type="checkbox"/> Online Ad <input type="checkbox"/> Mail/Bill Insert <input type="checkbox"/> Event <input type="checkbox"/> Contractor <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio					
Name of Supplier/Distributor		Contact Name			
Name of Installing Contractor		Contractor Name			
Address		City		State	ZIP Code
Contractor Phone		Contractor Email			
Certifications and Signature I hereby certify that: 1. The information contained in this application is accurate and complete. 2. All rules of this incentive application have been followed. 3. I have read and understand the Terms and Conditions included with this document. I agree to verification of equipment installation which may include a site inspection by a program or utility representative. I understand that I am not allowed to receive more than one incentive from this program on any piece of equipment. I hereby agree to indemnify, hold harmless and release the utility from any actions or claims in regard to the installation, operation and disposal of equipment (and related materials) covered herein, including liability from any incidental or consequential damages.					
Customer Signature			Print Name		Date Submitted

Please submit your documents one of three ways:

FAX
517-203-0658

EMAIL
energysmart@franklinenergy.com

MAIL
Energy Smart – Traverse City Light & Power
1400 Abbot Road, Suite 400
East Lansing, MI 48823

For Internal Use Only

Date Received	Post Inspection	Incentive Approval	Date Approval
	Post Inspection Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Post Inspection Date:	Amount: \$	

Payment Approval Agreement

As described in Step #3 on page 1 of this application, please complete and submit this page, along with your itemized invoice(s), within 30 days of project completion.

Name of Business			
Total Project Cost	Total Incentives Requested		Pre-Approval Incentive Amount
Mailing Address	City	State	ZIP Code
Installation Address	City	State MI	ZIP Code
Print Name	Date	Installation Completion Date	
Certifications and Signature I certify that I am an eligible Traverse City Light & Power electric utility customer and that the efficiency measures in this application were installed in this facility in 2013. I certify that I have read and complied with the Terms and Conditions of this application. By submitting this application, I understand that this facility may be inspected by employees or contractors/subcontractors of Traverse City Light & Power to verify installation of any and all measures applied for in this application and that the project follows all program guidelines.			
Customer Signature (Must Be Same Person Who Signed Pre-Approval Agreement)			

OPTIONAL: Complete section below only if incentive is to be paid to an entity other than the customer.

Make Payable To	Contact Name	Contact Phone	
Mailing Address	City	State	ZIP Code
Taxpayer ID # (SSN/FEIN or Payee)	Tax Status (Please Check One): <input type="checkbox"/> Corporation <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Individual <input type="checkbox"/> Other:		
Print Name	Date		
Certifications and Signature I am authorizing the payment of the incentive to the third party named above, and I understand that I will not be receiving the incentive payment. I also understand that my release to a third party does not exempt me from the program requirements outlined in the Terms and Conditions.			
Customer Signature (Must Be Same Person Who Signed Pre-Approval Agreement)			

Please submit your documents one of three ways:








FAX
517-203-0658



EMAIL
energysmart@franklinenergy.com

MAIL
Energy Smart – Traverse City Light & Power
1400 Abbot Road, Suite 400
East Lansing, MI 48823

Prescriptive Lighting Worksheet (one-for-one unit replacement)

All lighting projects are required to comply with the IESNA recommended lighting levels or local code.

Measure	Specs	Quantity	\$ / Unit	Total
Screw-In Lamps				
 CFL (less than 30W)	Replace an incandescent lamp with ENERGY STAR® CFL		\$1.50 / Lamp	
 CFL (between 30W and 115W)			\$5 / Lamp	
 Specialty CFL (Dimmable, 3-Way, Flood)			\$8 / Lamp	
 LED Lamp (replacing 50-79W incandescent)	Replace an incandescent lamp with ENERGY STAR LED		\$10 / Lamp	
 LED Lamp (replacing 80-100W incandescent)			\$15 / Lamp	
 LED MR16 Lamp (less than 10W)			\$5 / Lamp	
 LED PAR Lamp (less than 20W)			\$12.50 / Lamp	

Interior Fixtures				
 CFL Fixture	Replace incandescent lamped fixture with fixture designed for pin-based CFLs or LED.		\$20 / Fixture	
 LED Downlight Fixture			\$20 / Fixture	
LED Exit Signs	Replacement or retrofit of an incandescent or fluorescent exit sign with LED.		\$12.50 / Fixture	
T12 (8' or 4') to High Performance T8 (HPT8) (4') T12 Ballast: <input type="checkbox"/> Magnetic <input type="checkbox"/> Electronic	Replace or retrofit a T12 fixture with HPT8 lamps and ballast listed on the CEE1.org high performance approved list.		\$2 / Lamp Installed	
T12 (8' or 4') to Reduced Wattage High Performance T8 (RW HPT8) (4') (28 or 25W) T12 Ballast: <input type="checkbox"/> Magnetic <input type="checkbox"/> Electronic	Replace or retrofit a T12 fixture with RW HPT8 lamps and ballast listed on the HP CEE1.org reduced wattage approved list.		\$3 / Lamp Installed	
T12HO to High Performance T8 (HPT8)	Replace or retrofit a T12HO fixture with HPT8 lamps and ballast listed on the CEE1.org high performance approved list.		\$5 / Lamp Installed	
4' Delamping	Replace or retrofit a T12 or T8 fixture to a RW or HPT8 while permanently reducing the quantity of lamps.		\$5 / Lamp	
Replacement of 32W T8 with Reduced Wattage T8	Replace a standard 32W T8 lamp with a 25 to 28W T8 - CEE1.org approved lamp.		\$0.75 / Lamp	

Prescriptive Lighting Worksheet Incentive Subtotal, page 4: \$

Prescriptive Lighting Worksheet continues on page 5.



Pre-Approval NOT Required
Please note indicated areas.

Prescriptive Lighting Worksheet (one-for-one unit replacement)

All lighting projects are required to comply with the IESNA recommended lighting levels or local code.

High-Intensity Discharge (HID) Lighting Replacement		
Incentives are eligible for replacing HID fixtures (Metal Halide, Mercury Vapor, High/Low Pressure Sodium) with High Bay Linear Fluorescent (T5/T8), Induction or LED. Existing wattages used must come off of the Standard Wattage Table below. <i>Incentive is \$0.30 per Watt Reduced.</i>		
Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
Total:	Watts Saved:	Incentive:
Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
Total:	Watts Saved:	Incentive:

STANDARD WATTAGE TABLE					
Existing	Input	Proposed	Input	Proposed	Input
HID 50W	61	F32T8 4 lamp	142	Induction 50W	54
HID 75W	95	F32T8 6 lamp	224	Induction 80W	86
HID 100W	120	F32T8 8 lamp	299	Induction 100W	105
HID 150W	194	F32T8 10 lamp	366	Induction 1200W	126
HID 175W	94	F32T8 12 lamp	448	Induction 150W	158
HID 200W	230	T5HO 4 lamp	243	Induction 200W	210
HID 250W	290	T5HO 6 lamp	365	Induction 250W	263
HID 400W	455	T5HO 8 lamp	486	Induction 300W	320
HID 750W	850	T5HO 10 lamp	608	Induction 400W	440
HID 1000W	1080	T5HO 12 lamp	730		

Exterior Lighting				
Incentive is available for the replacement or retrofit of an exterior HID fixture with an Induction, LED or CFL fixture which has a reduced input wattage of at least 40%. Incentives are per fixture and are based on the nominal lamp wattage of the original fixture. Incentives are further separated by fixtures that operate 24/7 (8,760 hours annually) and fixtures that operate less than 24 hours per day.				
HID Fixtures retrofitted or replaced with LED, Induction or T8/T5 Linear Fluorescent fixtures that operate less than 24 hours/day	≤175W		\$25 / Fixture	
	>175W up to 250W		\$40 / Fixture	
	>250W up to 400W		\$60 / Fixture	
HID Fixtures retrofitted or replaced with LED, Induction or T8/T5 Linear Fluorescent fixtures that operate 24 hours per day	≤175W		\$45 / Fixture	
	>175W up to 250W		\$65 / Fixture	
	>250W up to 400W		\$120 / Fixture	

Prescriptive Lighting Worksheet Incentive Subtotal, page 5:	\$
Prescriptive Lighting Worksheet Incentive Subtotal, from page 4:	\$
Prescriptive Lighting Worksheet Incentive TOTAL:	\$

Controls Worksheet


Measure	Specifications	Quantity	\$ / Unit	Total
HVAC Controls				
Programmable Thermostat (Gas Heat)	Must control central AC and replace a non-programmable thermostat.		\$20 / Unit	
Building Temperature Controls	Must control central AC and replace a non-programmable building management system. The new system must offer time of day controls and a minimum temperature setback of 8 degrees (heating/cooling).		\$45 / 1,000 sq ft	
Floating Head Pressure Control	Replace existing constant pressure or manually controlled expansion valve with automatic expansion valve and controls to lower the condensing pressure based on ambient temperature.		\$50 / Ton	
Demand Control Ventilation	Installation of new controls utilizing CO2 sensors to modulate exhaust fans based on standards in ASHRAE 62.		\$15 / 1,000 sq ft	
Occupancy Sensor Control for HVAC	Installation of new controls to an existing EMS system which automatically switched the HVAC system to occupied and unoccupied mode based on occupancy sensors.		\$30 / 1,000 sq ft	
Constant Volume AHU to VAV	Converting constant volume air handling system to a variable air volume. Must have reheat and supply at least four zones.		\$450 / 1,000 sq ft	
Air Side Economizer	Available for air handling units supplying air conditioning which have inoperable economizer controls.		\$10 / 1,000 sq ft	
Critical Zone Reset Control	Available for existing VAV air handling systems which add critical zone reset (static pressure reset) controls. At a minimum, airflow at each VAV box must be monitored and adjust control sequences must be in accordance to ASHRAE 90.1.		\$15 / 1,000 sq ft	
Hotel GREM Controls - A/C with Electric Heat	For sensors which automatically control HVAC equipment. Incentive is for new controls only and is offered per room installed.		\$65 / Unit	
Hotel GREM Controls - A/C with Gas Heat			\$10 / Unit	
Computer Controls				
 Network Power Management Software	New installation must allow centralized control at the server level of the power management settings (sleep mode and shutdown) of desktop computers on a distributed network and must report energy savings.		\$10 / PC controlled	
Lighting Controls				
Occupancy Sensors which control ≤500W	Sensors which automatically turn lights on when occupancy is detected and automatically turn lights off when no movement is detected after a set length of time. Cannot be used in conjunction with instant start ballast.		\$20 / Sensor	
Occupancy Sensors which control >500W			\$50 / Sensor	
Daylight Harvesting Sensor	The controls can be on/off, stepped or dimming and must vary the light output based on the level of sunlight received. The floor plan and control schedule must be submitted. Cannot be used with occupancy sensor.		\$0.09 / sq ft	
Central Lighting Control	For systems that utilize building automation to control the lights based on a set schedule. Incentive for occupancy sensors or daylight sensor controls cannot be received on the same fixtures. Control schedule and floor plans must be submitted.		\$0.06 / sq ft	
Variable Frequency Drives (VFD)				
Drives must be used in pumping or air handling applications related to HVAC or for process pumping applications. VFDs must be automatically controlled by a variable signal and have load diversity that will result in savings through motor speed variation. Redundant unit, back-up units and replacements of existing VFDs do not qualify. For the HVAC Fan and HVAC Pump incentives, the motor size must be ≤100 HP and the annual hours must be >1,800 hours. For the Process Pump incentive, the motor size must be ≤50 HP and the annual hours must be >2,000 hours.				
VFD Application (HVAC Fan, HVAC Pump or Process Pump)	HP	Incentive Per HP	Quantity	Incentive Total (HP x Incentive x Qty)
		\$60.00 / HP		
		\$60.00 / HP		
		\$60.00 / HP		



Pre-Approval NOT Required
Please note indicated areas.

Controls Worksheet Incentive TOTAL: \$

Compressed Air Worksheet

Measure	Specs	Quantity	\$ / Unit	Total
Compressed Air Equipment				
VSD Air Compressor (50 to 300 HP)	Replacement of constant speed compressor with rotary screw compressor controlled by a VSD.		\$100 / HP	
Refrigerated Cycling Thermal Mass Air Dryer	Available for replacing a non-cycling refrigerated air dryer with a cycling refrigerated dryer of equal capacity.		\$1 / SCFM	
Variable Speed Air Dryer			\$1.50 / SCFM	
 Engineered Nozzles	A new compressed air nozzle installed on an open pipe or tube.		\$100 / Nozzle	
Flow Controller	The actual air compressor discharge pressure set point must be reduced by 5 psig; must be a minimum of 50 horsepower.		\$1.50 / HP	

Compressed Air Energy Audit and Leak Reduction				
Incentive: \$15 / HP for a compressed air leak audit AND the repair of 50% of documented leaks				
<p>Incentives are available for the repair of a minimum of 50% of leaks documented in a leak audit of a compressed air system which was performed by a qualified, independent contractor. The leak repairs can be completed by the customer or the contractor. The customer is responsible for presenting pre-approval evidence for needed leak repairs through a qualified compressed air audit and a spreadsheet which details each leak location, estimated leak volume and date of inspection. Upon completion of project, customer is responsible for presenting evidence of completed leak repair through leak repair tags and a spreadsheet detailing location, date of repair, leak volume repaired and person who completed each repair. Leak repair tags are expected to be left in place for a minimum of 30 days should a program personnel request a site visit for a post inspection and repair verification. No leak reduction repairs can be started before written pre-approval is received.</p>				

Initial Compressed Air Audit Results (all Compressed Air Leak Audits must have written pre-approval before repairs begin)				
Number of Compressors:	Total HP:	Current Compressor Control Method:		
System Size (SCFM):	Annual Hours:	Average SCFM:		
Leaks Detected (SCFM):	Estimated Audit/Repair Cost:	Estimated Incentive:		

Project Completion Results (must be accompanied by spreadsheet detailing repairs and final invoicing)				
Leak Detection Method:	Average SCFM:	Leaks Repaired (SCFM):		
Reduction in Leak (%):	Final Audit/Repair Cost:	Estimated Incentive:		

 Pre-Approval NOT Required Please note indicated areas.	Compressed Air Worksheet Incentive TOTAL: \$		
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Mechanical Worksheet

Measure		Specs	Tons	Quantity	\$ / Unit	Total
Central Packaged/Split System Replacement						
Air Conditioning/ Heat Pump	<5.4 Tons (1 ph)	14 SEER			\$6 / (Ton x Qty)	
	<5.4 Tons (3 ph)	11.6 SEER			\$6 / (Ton x Qty)	
	<11.3 Tons	11 SEER			\$8 / (Ton x Qty)	
	<20 Tons	11 SEER			\$8 / (Ton x Qty)	
	< 3.3 Tons	10 SEER			\$8 / (Ton x Qty)	
	>63.3 Tons	10 SEER			\$8 / (Ton x Qty)	

Measure		Specs	Tons	Quantity	\$ / Unit	Total
HVAC Chiller Replacement						
Air-Cooled	All Sizes	≤1.2 kW/Ton Full Load			\$30 / Ton	
Water-Cooled	<150 Tons	≤0.79 kW/ton & 0.49 kW/Ton Part Load			\$30 / Ton	
	<300 Tons	≤0.63 kW/ton & 0.44 kW/Ton Part Load			\$30 / Ton	
	>300 Tons	≤0.58 kW/ton & 0.44 kW/Ton Part Load			\$30 / Ton	
Air- and Water-Cooled Chiller Tune-Up		Chiller must be >20 Tons. Eligible every 2 years.			\$350 / Unit	

Measure		Specs	Quantity	\$ / Unit	Total
Miscellaneous Equipment					
High-Frequency Battery Charger (Fork Lifts Only)		Minimum power conversion efficiency of 92%. Must replace either an existing Ferroresonant or a silicon controlled rectifier (SCR) charger.	Qty:	\$100 / Unit / Shift	
			# of Shifts:		
Photovoltaic System		For information/details, please contact us by calling 877-NRG-SAV1 (877-674-7281) or by email at energysmart@franklinenergy.com		\$100 / KW	

Mechanical Worksheet Incentive TOTAL: \$

Commercial Kitchen / Retail Worksheet

Measure	Specs	Quantity	Product Information	\$ / Unit	Total
Commercial Kitchen Systems					
ENERGY STAR® Steam Cooker	ENERGY STAR		# of pans:	\$600 / Unit	
ENERGY STAR Comm. Refrigerator Door <i>Check one:</i> <input type="checkbox"/> Solid Door <input type="checkbox"/> Glass Door	ENERGY STAR		ft ³	\$100 / Unit	
ENERGY STAR Comm. Freezer Door <i>Check one:</i> <input type="checkbox"/> Solid Door <input type="checkbox"/> Glass Door	ENERGY STAR		ft ³	\$100 / Unit	
ENERGY STAR Ice Machine	ENERGY STAR		lbs/day	\$400 / Unit	
ENERGY STAR Fryer	ENERGY STAR			\$80 / Unit	
ENERGY STAR Hot Holding Cabinets	ENERGY STAR		Size:	\$200 / Unit	

Measure	Specs	Quantity	\$ / Unit	Total
Commercial Refrigeration Systems				
LED Grocery Case Lighting	Replace T12 or T8 with LED lighting.		\$35 / Door	
Occupancy Sensor for LED Case Lighting	Sensors which automatically turn on LED cooler lighting when motion is detected.		\$10 / Door	
Walk-In or Case Cooler/Freezer ECM	Replacement of PSC or shaded pole motors with an ECM motor.		\$30 / Motor	
Cooler Strip Curtains	Installation of new curtains isolating a cold storage area.		\$5 / ft ²	
Freezer Strip Curtains	Installation of new curtains isolating a freezer storage area.		\$25 / ft ²	
Cooler/Freezer Door Gaskets	Installation of new gaskets to reduce air infiltration on a cooler or freezer door.		\$5 / Foot	
Cooler Night Covers	Vertical covers designed for refrigerated display cases. Incentive is based on linear length of cooler and the time per day covers are used.	Ft Hr	\$1 / Foot / Hour	
Anti-Sweat Heater Controls	Controls which monitor relative humidity and turn off anti-sweat heaters when appropriate.		\$80 / Door	

Measure	Specs	Quantity	\$ / Unit	Total
Miscellaneous Equipment				
Vending Machine Controller (For Cold Beverage Machines)	Retrofitting existing vending machines with beverage vending machine controllers. Must include a passive infrared occupancy sensor to turn off fluorescent lights and vending machine systems when surrounding area is unoccupied for 15 minutes or longer. Control logic should power on the machine at a minimum of every 2 hours to maintain proper product temperature.		\$50 / Unit	
Low-Flow Pre-Rinse Sprayer (Electric Water Heat Only)	Low-flow pre-rinse sprayer using less than 1.6 gallons per minute must replace a sprayer which uses 2.2 gallons per minute or more. Electric water heat only.		\$25 / Unit	

Commercial Kitchen / Retail Worksheet Incentive TOTAL: \$

Custom Worksheet

These incentives are available to customers for energy-saving measures that are not covered by the prescriptive portion of the program. Custom incentives are based on the first-year energy (kWh) savings.

<p>When applying for pre-approval of a custom project, you must submit the following items:</p> <ol style="list-style-type: none"> 1. Completed and signed Pre-Approval Agreement (page 2) 2. Completed Custom Worksheet (below) 3. Itemized quote/proposal for all related materials and any external labor 4. Manufacturer's specification sheets for all equipment 5. Custom calculations detailing the estimated energy savings 	<p>Custom Incentive Rate</p> <p>\$0.08 / kWh</p>
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Custom Project – Item 1		
Before Retrofit	After Retrofit	Electric Rate (\$ / kWh):
		Calculated Annual kWh Savings:
		Measure Cost:
		Payback Period*:
		Calculated Incentive:

* Payback Period must be greater than or equal to one (1) and less than or equal to eight (8) years to receive the incentive.

$$\text{Payback period} = \frac{\text{Incremental Measure Cost}}{(\text{Annual kWh Saved} \times \text{Electricity Rate})}$$

Custom Project – Item 2		
Before Retrofit	After Retrofit	Electric Rate (\$ / kWh):
		Calculated Annual kWh Savings:
		Measure Cost:
		Payback Period*:
		Calculated Incentive:

Total Custom Measure Cost:	\$
Custom Worksheet Incentive TOTAL: (Cannot exceed 50% of the total custom project cost)	\$

Note: Customer acknowledges and agrees that Customer cannot apply for, nor receive, incentives for the same product, equipment or service from more than one utility unless there are both electric and gas savings.

Terms and Conditions

1. **Eligibility:** These incentives are offered by your Energy Smart utility to commercial and industrial electric customers installing energy efficient equipment only. For questions regarding eligibility, call 877-NRG-SAV1 (877-674-7281).
2. **Incentive Offer:** Energy efficient equipment subject to incentive from your Energy Smart utility must be installed and operational by December 31, 2013. Additionally, invoice(s) related to the equipment upgrade must be submitted to Energy Smart within 30 calendar days of installation (completion) and no later than December 31, 2013. Please keep a copy for your records. Incentives are calculated based on prescriptive incentive rates and shall not exceed the total cost of equipment, labor, and other associated project costs.
3. **Project Documentation Requirements:** Customer will have to provide your Energy Smart utility with the documentation as listed in the instructions (page 1). If Customer does not provide the required project documents to Energy Smart at pre-approval and payment stages, the project may be disqualified from the program. The project may also be disqualified if pre-approval is not received, unless otherwise noted on the application.
4. **Energy Efficiency Improvement Qualifications:** Increased energy efficiency resulting from peak shaving, demand limiting, or operating schedule changes does not qualify. To qualify, lighting equipment must have a planned minimum usage of 1,800 hours per year. Non-lighting equipment must have a planned minimum usage of 1,500 hours per year. If Customer's equipment does not meet required usage hours per year, an incentive cannot be offered. If Customer has questions or concerns about above qualifications, Customer may contact Energy Smart to discuss.
5. **Incentive Limit:** Prescriptive project applications may receive or cumulate a maximum of \$15,000 combined per electric meter each calendar year. Incentives for measures can be up to 50% of the total project cost of a specific measure but shall not exceed the incentives set by the your Energy Smart utility for each measure on the application Worksheet(s). Custom project application may receive a maximum incentive of \$15,000 combined per electric meter each calendar year. Custom incentives are limited to 50% of the total project cost.
6. **Compliance:**
 - a. All projects must comply with applicable federal, state and local laws.
 - b. All equipment must be new or retrofitted with new components.
 - c. The purchase and installation of used equipment is not eligible for incentives. Existing equipment must be removed and/or permanently disconnected.
 - d. Equipment must meet specification requirements as defined in application Worksheets and Equipment Guidelines.
 - e. All projects must be retrofit/replacement installation in an existing building (not available for new construction).
7. **Payment:** Approved Final Applications will receive payment within 30 calendar days of signed payment approval. Incomplete applications will either delay payments or result in denial of application approval. Your Energy Smart utility reserves the right to refuse payment and disqualify Customer from participating in the program if the customer or their contractor violates any program Terms and Conditions. The qualified equipment must be installed and operating for the rated life of the product(s) or for a period of three (3) years from receipt of rebate, whichever is more. If the qualified equipment is removed or replaced with less efficient equipment, or if Customer ceases to be a customer of your Energy Smart utility during the three (3) years, Customer shall refund a prorated amount of rebate dollars based on the time installed within thirty (30) days of receipt of notice from your Energy Smart utility.
8. **Inspection:** Energy Smart staff may conduct inspection(s) of the project site to survey existing conditions and/or newly installed equipment.
9. **Publicity:** Your Energy Smart utility reserves the right to publicize Customer's participation in this program, unless Customer specifically requests in writing otherwise.
10. **Program Discretion:** Incentives are available on a first-come, first-served basis. Incentive amounts and offerings are subject to change and/or termination without notice and at the discretion of your Energy Smart utility.
11. **Disclaimers:** Your Energy Smart utility:
 - a. does not endorse any particular manufacturer, product, labor or system design by offering this program;
 - b. is not responsible for any tax liability imposed on the customer as a result of the payment of incentives. Your Energy Smart utility is tax exempt;
 - c. does not expressly or implicitly warrant the performance of installed equipment or contractor's quality of work (contact your contractor for detailed warranties);
 - d. is not responsible for the proper disposal/recycling of any waste generated as a result of this project;
 - e. is not liable for any damage caused by the installation of the equipment and/or for any damage caused by the malfunction of the installed equipment.
12. **Indemnification:** Customer shall, to the fullest extent permitted by law, indemnify and hold harmless your Energy Smart utility, and their officers, agents and employees harmless from and against all losses and litigation expenses arising out of or resulting from the performance of work hereunder and caused, in whole or part, by any act or omission of Contractor. Your Energy Smart utility shall further be entitled to all cost (which include both internal and external) incurred in the process of enforcing this or any other provision under this Agreement. This provision is not intended and is not to be construed as a waiver of the defense of governmental immunity otherwise available nor is it construed as a waiver of the defense of governmental immunity otherwise available nor is it intended to grant third party beneficiary status to any person or entity.
13. **Governing Law:** This agreement is construed in accordance with Michigan law, without regard to conflict of laws, provisions, and venue is in Ottawa County, Michigan.
14. **Intellectual Property:** No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted to contractor and/or subcontractor except as expressly provided under these Terms. Contractor and/or subcontractor will not register or use any mark and/or internet domain name that contains any Energy Smart intellectual property.