



LIBERTY UTILITIES - ARKANSAS
PRESCRIPTIVE
COMMERCIAL & INDUSTRIAL REBATE PROGRAM GUIDELINES

Pre-Approval

Projects that meet the Prescriptive Rebate Program's requirements do not require pre-approval. Customers may apply to the program to seek pre-approval and incentive commitment for their projects.

Eligibility Requirements

1. Incentives are available to electric customers served under any non-residential rate schedule in Liberty Utilities ('Liberty') Arkansas service territory.
2. Please review all pages in this document including Program Guidelines, Instructions for Applying (on application form) and Program Terms and Conditions. Applicants must agree to the Terms and Conditions to participate.

Incentives

1. Total incentives of up to \$20,000 per customer are available for the first nine months of the program year. If funds are available during the last three months of the program year, Liberty Utilities may choose to exceed the \$20,000 incentive limit for projects that are completed and submitted to the program during this period. The customer incentive limit includes any incentives received through the Custom Rebate Program.
2. Multiple rebate applications for different measures may be submitted. Each individual measure will be evaluated on its own merits.
3. Similar measures that are proposed in different facilities or buildings will be evaluated separately.

Step 1 – Complete and Submit Application Form

Complete the LIBERTY UTILITIES ARKANSAS PRESCRIPTIVE Commercial & Industrial rebate program form and the Lighting & Prescriptive Worksheet. Provide equipment specifications and then submit to Liberty at the address or email below. Call the Liberty helpline at 800-639-0077 ext. 6177 if you need any assistance. If project has been completed, copies of material, equipment, and labor invoices should be included with the application. If application is for pre-approval, the copies of all invoices should be sent to Liberty upon project completion.

Step 2 – Project Review and Inspection

All rebate applications will be individually reviewed and analyzed by Liberty to determine if the proposed energy efficiency measures are eligible for a rebate. Liberty may schedule and perform an inspection of the installed equipment.

Step 3 – Payment

Rebate payments will be in the form of a check, bill credit, and/or a combination of the two, and will be determined by the Program Terms and Conditions outlined.



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Customer's Information:

Pre-Approval is not required for the Prescriptive Rebate Program.
Applications must be submitted within 90 days of completed installation.

Liberty Utilities Account Number: _____

Organization Name: _____ DBA: _____

Facility Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Person: Mr. Ms. Mrs. _____

Phone: _____ Email: _____

Primary Use of Facility:

- | | | | | |
|-------------------------------------|-----------------------------------|------------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Health | <input type="checkbox"/> Grocery | <input type="checkbox"/> Retail | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> School | <input type="checkbox"/> Hospital | <input type="checkbox"/> Hotel | <input type="checkbox"/> Religious | |
| <input type="checkbox"/> College | <input type="checkbox"/> Office | <input type="checkbox"/> Warehouse | <input type="checkbox"/> Manufacturing | |

Size of Facility: _____ Sq. Ft.

Federal Tax ID # (EIN): _____ Incorporated Exempt Other: _____

Which Of The Following Best Describes This Project?

- New Building Equipment Replacement Expansion Of Existing Building Renovation Other: _____

Incentives Requested

Transfer total incentive amount from worksheet. \$ _____

Please attach Lighting and Prescriptive worksheet and equipment specifications to this application.

Customer has read and understood the Terms and Conditions set forth in this application and agrees to abide by them.

Customer certifies that the information provided in the incentive application is true and accurate. Customer further certifies that the energy savings products described in the incentive application will be installed in the Facility indicated above and will not be resold. Customer agrees to permit (1) verification of the purchase invoices and product installation transactions; and (2) upon request, install and remove load monitoring equipment at the Facility.

Customer's Signature: _____ Date: _____

Please submit completed application and accompanying attachments to:

**Liberty Utilities Rebate Program
PO Box 311
Hockessin, DE 19707
Fax: 302-504-3080
Email: energy.efficiency@libertyutilities.com**



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TERMS AND CONDITIONS

1. Incentives

a) Subject to these Terms and Conditions, Liberty Utilities ("Liberty") will pay incentives to eligible Customers (hereinafter "Customers") for the installation of electric savings measures identified as such in program materials issued by Liberty and other site-specific custom measures that are approved by Liberty.

2. Customer Eligibility

- a) The Liberty C&I Rebate Program is available to all electric customers served under non-residential rate schedules in the Liberty service territory.
- b) By participating in this program, customer agrees that Liberty obtains and/or retains ownership of all rights to existing and future emissions credits, renewable energy rights to existing and future emissions credits, renewable energy green tags, tradable renewable certificates and/or any and all other environmental benefits associated with the installation of the eligible equipment.

3. Project Review

Liberty reserves complete discretion to approve or disapprove of any proposed electric savings measures.

4. Post-Installation Verification

Liberty is not bound to pay any incentives until it has performed a satisfactory post-installation verification of the installation unless Liberty has waived such post-installation verification requirement explicitly. If Liberty determines that the electric savings measures were not installed in a manner that is consistent with the purpose of achieving energy savings, or if the installation was not consistent with generally accepted good engineering practices, Liberty may require changes before making any payments. Liberty will not pay incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.

5. Incentive Amounts

- a) Before approving any incentive amounts requested by the Customer, Liberty reserves the right to adjust and/or negotiate the incentive amount.
- b) Once an incentive amount is approved, Liberty will pay no more than the cost to the Customer of purchasing the electric savings measure, or the approved incentive amount, whichever is less.
- c) Liberty reserves the right to lower the incentive amount if the quantity and/or cost of energy savings measures actually installed by the Customer differ from the approved amounts. Notwithstanding any other provision of these Terms and Conditions, Liberty reserves the right to seek a refund for incentives paid if, at any time, it learns that the agreed to energy savings measures were not actually and properly installed or have subsequently been disconnected.
- d) Liberty reserves the right to withhold payment or award the incentive in the form of a bill credit for customers in arrears.
- e) Liberty reserves the right to withhold incentive payments for any Energy Savings Measures that do not carry the Underwriter's Laboratory (UL) or, with the written consent of Liberty, an equivalent independent testing laboratory. Please consult with Underwriters Laboratory for your product classification into the appropriate UL category of the UL Listing Mark or the UL Classification Mark. In addition, prior to including a technology in the program, Liberty reserves the right to require that the customer undertake, at the customer's own expense, further testing of such technology by Underwriters Laboratories (UL) or, with the written consent of Liberty, an equivalent independent testing laboratory. The UL classification of Energy Verification Services (EVS) is required. The purpose of the testing is to evaluate the technology's energy performance levels.



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6. Cost of Equipment

At any time, upon Liberty's request, Customer must provide copies of all invoices (including all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the energy savings measures. The invoices shall include a breakdown of all energy savings measures purchased for installation under this Agreement. In addition, Liberty may request any other reasonable documentation or verification of the cost to the Customer of purchasing the energy savings measure. Liberty reserves the right at any time to require invoices from the customer's contractor to determine the price paid by the contractor (including any discounts or incentives) for the energy savings measures. Liberty reserves the right to use the customer's contractor's reasonable costs in order to determine the correct incentive amount.

7. Date of Incentive Payments

Liberty expects to pay the Incentive within sixty (60) days after all of the following conditions are met: (1) construction/renovation of Customer's facility is completed; (2) Customer has received an occupancy permit; and (3) Liberty has verified installation costs and satisfactory installation of the energy savings measures, all in accordance with the specifications.

8. Installation Service Costs Recognized

Liberty will recognize installation costs only to the extent that they are reasonable and actually incurred by the Customer.

9. Replacement of Burn-Outs

Customers who install energy-efficient lighting energy savings measures are expected to replace any of the energy-efficient lights that burn out with lights of similar or superior energy savings efficiency at the Customer's expense.

10. Monitoring and Evaluation Follow-up Visits

a) Liberty reserves the right to make a reasonable number of follow-up visits to customer's Facility during the 24 months following the Actual Completion Date noted on this application. Such visit(s) will be at a time convenient to the Customer, made with at least one week advance notice given to the Customer by Liberty.

b) The purpose of the follow-up visit(s) is to provide Liberty with an opportunity to review the operation of the energy savings measures for program evaluation purposes. The follow-up visit(s) will have no impact on the incentive paid to the Customer for installing the energy savings measures.

11. Limited Scope of Review

Liberty is under no obligation to: (1) make follow-up visits, (2) review the operation of the energy savings measures, or (3) make any suggestions of any kind to the Customer.

The scope of review by Liberty of the design and installation of the energy savings measures is limited solely to determining whether program conditions have been met. It does not include any kind of safety review.

12. Changes in the Program

Notwithstanding paragraph 24(d), Liberty may change the program and the Terms & Conditions at any time without notice. Pre-approved applications, however, will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by Liberty.

13. Publicity of Customer Participation

Liberty may wish to publicize the Customer's participation in the program, the results, the amount of incentives paid to the Customer, and any other information which reasonably relates to the Customer's participation. The Customer's participation in the program is explicit authorization and release to use Customer in publicity of the program.



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14. Installation Schedule Requirements

If the Customer is not engaged in construction of the Facility or installation of energy saving devices by the end of one year from the date Liberty signs this Agreement, Liberty may cancel this Agreement.

15. Limitation of Liability and Indemnification

Liberty's liability under this Agreement will be limited to paying the incentives specified in this Agreement. Liberty and any of its affiliates shall not be liable to the Customer for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement or in the program. The Customer shall protect, indemnify, and hold harmless Liberty from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or assessed against Liberty resulting from, arising out of, or relating to the performance of this Agreement.

16. No Warranties

a) Liberty does not endorse, guarantee, or warrant any particular manufacturer or product, and Liberty provides no warranties, expressed or implied, for any product or services. The Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc.

b) The Customer acknowledges that neither Liberty nor any of its consultants are responsible for assuring that the design, engineering and construction of the Facility or installation of the energy savings measures is proper or complies with any particular laws (including patent laws), codes, or industry standards. Liberty does not make any representations of any kind regarding the results to be achieved by the energy savings measures or the adequacy or safety of such measures.

17. Customer Must Pay All Taxes

The benefits conferred upon the Customer through participation in this program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes.

18. Limit of Incentive Payments

Liberty reserves the right, for any reason, to stop approving energy savings measures at any time without notice. In particular, Liberty is not obligated to approve any application for an incentive that may result in Liberty exceeding its program budget.

19. Pre-Approved Letter

After an application is approved by Liberty's authorized executive, the Customer will receive written notification of the pre-approved incentive amount and the date that the energy savings measures must be fully installed to qualify for incentive payments. If the installation is not complete by the end of the specified time period, the incentive amount is no longer designated to the project and the Customer would need to reapply to the program.

20. Application Does Not Entitle Customer to Participate

The program described in this application may be altered, suspended, or canceled by Liberty at any time without prior notice. Under such circumstances, the Customer is not entitled to any program benefits in excess of those approved prior to such action by Liberty. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after Liberty has reviewed the application and granted approval.



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21. Vendor Selection

Liberty acknowledges that the Customer may select any vendor or contractor to perform the work contemplated by this Application, even after the Application is submitted for pre-approval by Liberty. Notwithstanding the foregoing, the Customer acknowledges that Liberty has the right to prohibit specific vendors or contractors from program participation.

22. Removal of Equipment

The customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the energy savings measures and in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment in the service territory of Liberty or its affiliates.

23. Review of Specifications, Submittals and Drawings

The Customer may be required to provide Liberty with a copy of the specifications for the construction or renovation of the Facility that will be provided to the construction contractors. Such specifications must include the energy savings measures that are the subject matter of the Customer's application to this program. Liberty may refuse to pay incentives if the specifications do not adequately provide for installation of the energy savings measures consistent with good engineering and energy-efficient design practices. Customer will, upon request by Liberty, provide a copy of the as-built drawings and equipment submittals for the facility. Liberty may refuse to pay incentives if the final submittals and drawings do not adequately reflect the installation of the energy savings measures consistent with the original design intent as identified on the Customer application and worksheets. All equipment eligible for a rebate must be new equipment and installed by licensed contractors when required by code and/or law.

24. Miscellaneous

- a) This Agreement is composed of the application and these Terms and Conditions. It is the entire agreement between the parties and supersedes all other communications and representations.
- b) Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.
- c) The Customer acknowledges that the only individuals authorized to bind Empire under this Agreement are designated representatives, or an officer of Liberty.
- d) If either Liberty or the Customer desires to modify this Agreement, the modification must be in writing and signed by an authorized person of the other party in order for the modification to be enforceable against that party. 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.