

# Terms and Conditions—Commercial Chiller Program

**Program Offer:** The Program covers products purchased and/or services rendered on or after **January 1, 2010**.

**Equipment and Installation Eligibility Requirements:**

Chiller Efficiency Requirements				
Compressor Type and Capacity	Efficiency Required		Best Available	
	Full Load <sup>c</sup> (kW/ton)	IPLV <sup>a,b</sup> (kW/ton)	Full-Load <sup>c</sup> (kW/ton)	IPLV <sup>a,b</sup> (kW/ton)
<b>Air-Cooled Chillers</b>				
Scroll (30-60 ton)	≤ 1.23	≤ 0.86	1.10	0.83
Reciprocating (30-150 ton)	≤ 1.23	≤ 0.90	1.00	0.80
Screw (70-200 ton)	≤ 1.23	≤ 0.98	0.94	0.83
<b>Water-Cooled Chillers</b>				
Centrifugal (150-299 ton)	≤ 0.59	≤ 0.52	0.50	0.47
Centrifugal (300-2,000 ton)	≤ 0.56	≤ 0.45	0.47	0.38
Rotary Screw ≥ 150 ton	≤ 0.64	≤ 0.49	0.58	0.46

<sup>a</sup> Values are based on standard rating conditions specified in ARI Standard 550/590-98. For Air Cooled Chillers only packaged chillers (i.e., none with remote condensers) are covered.

<sup>b</sup> Integrated part-load value (IPLV) is a weighted average of efficiency measurements at various part-load conditions, as described in ARI Standard 550/590-98.

<sup>c</sup> Full-load efficiency at peak load condition as described in ARI Standard 550/590-98

The chiller efficiencies shown for rebate eligibility are used by the Federal Energy Management Program (FEMP). More information on chillers can be found at <http://www.eere.energy.gov/femp/procurement/>.

The decision to specify chiller efficiency using the full-load or part-load (IPLV) efficiency (kW/ton) levels depends on the application. Either can be used to determine eligibility.

Customer must attach equipment specifications and copy of sales invoice to the incentive form.

**Application and Eligibility Process**

The Utility reserves the right to verify sales transactions and to have reasonable access to the customer’s facility to inspect pre-existing equipment (if applicable) and the Energy-Efficient Measures installed under this Program, either prior to issuing incentives or at a later time.

An invoice is required and must include specific customer information, including, but not limited to the type, size, make/model, serial number and date of purchase of Energy-Efficient Measures. An authorized representative of the Participating Customer must sign, date, and submit the application with the invoice and manufacturer’s equipment performance sheets.

The Participating Customer must ultimately own the equipment, either through an up-front purchase or at the end of a short-term lease. Equipment procured by customers through another program offered by the Utility may not be eligible for a rebate through this Program.

**Warranty Information:**

The Utility makes no warranties, expressed or implied, with respect to equipment operation, material, workmanship or manufacturing. The Utility does not guarantee that a certain level of energy or cost savings will result from the use of products covered by this program.

**Limitation of Liability:**

Participating Customers agree that the Utility’s liability, in connection with this Program, is limited to paying the Program Incentive specified (when all Terms and Conditions have been satisfied by the customer). Under no circumstances shall the Utility be liable for any consequential or incidental damages resulting from participation in this Program. The Utility will not be responsible for any tax liability that may be imposed on the customer as a result of the payment of Program Incentives.

**Participating Customer’s Certification:**

Participating Customer certifies that he/she purchased and installed the equipment listed in their application at their defined location served by the Utility. Participating Customer agrees that all information is true and that he/she has conformed to all of the program and equipment requirements listed in the application.

**Program Changes/Termination:**

While this rebate program will be in effect for an indefinite period, the Utility reserves the right to extend, modify (this includes incentive levels) or terminate this Program without prior or further notice. The customer is responsible for checking with the Utility to determine whether the program has been changed or is still in effect.

**Other Conditions**

The Utility reserves the right to inspect installations before issuing the rebate. If the application does not comply with the Utility’s rules and qualifications, the rebate amount may be adjusted.

Customers must apply for rebates within 6 months of the purchase date (as shown on the customer’s invoice). Past eligibility, however, does not guarantee that equipment will meet criteria for current programs in effect.

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**Mechanical Engineer Signature (or person responsible for equipment specification)**

**Date**

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**Installing Contractor Signature**

**Date**

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**Customer Signature (company representative)**

**Date**