



City of Westerville

Westerville Incentive Savings for Efficiency

(BusinessWISE)

Terms & Conditions

Revised: March 2024

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1 Terms & Conditions

The City of Westerville Electric Division is providing commercial and industrial customers incentives for implementing energy efficiency projects through the WESTERVILLE INCENTIVE SAVINGS FOR EFFICIENCY (hereafter referred to as “BusinessWISE”).

1.1 Purpose and Administration

The purpose of this program is to help commercial and industrial (hereafter referred to as C&I) electric customers invest in energy efficiency measures for their facilities and processes through providing incentives. These incentives are expected to help reduce the implementation cost of the projects, promote energy efficiency, and reduce customer electric bills. The program and incentives provided herein will be administered by the City of Westerville Electric Division at the direction of the Westerville Industry Commerce Corporation (“WICC”), an Ohio community improvement corporation and designated agent for the City of Westerville. All incentives disbursed under the program shall be approved by WICC, or its agent.

1.2 Definitions

The application process, qualifications, and incentives differ based on if a business qualifies for the Small BusinessWISE or Large BusinessWISE program. The differentiating factor is annual consumption.

- **Small Commercial and Industrial Customers** (as related to the Small BusinessWISE Program): customers using less than 250,000 kWh per calendar year.
- **Large Commercial and Industrial Customers** (as related to the Large BusinessWISE Program): customers using more than 250,000 kWh per calendar year.

Customers unsure of annual consumption should email an account request to businesswise@westerville.org. Please include the physical address of the business in question in the request.

Depending on the timing of applications with regards to the upgrades proposed, projects may be classified into one of two general categories, impacting overall incentive levels the project is eligible for:

- **Pre-approved:** Not started, applicant will wait for City approval before starting project, paid at a higher incentive amount.
- **Self-directed:** Already started or completed within the last two years from the date of application, applicant did not seek City approval before starting project, paid at a lower incentive amount.

1.3 Limited Funds

Funds for this program are limited and subject to availability. Incentives for energy efficiency projects will be available until the annually approved funds are exhausted or until the end of the program year, whichever comes first.

1.4 Release of Utility Billing Data

Participants in the program agree to allow the City of Westerville's Energy Efficiency Consultant access to historical utility usage and charge data for the account(s) under consideration for energy efficiency incentives.

1.5 Program Effective Dates

Application Window

Eligible C&I electric customers may apply for the program with the City of Westerville electric division. The applicant or applicants will be notified in writing of pre-approval and funding reservation once an application is received and reviewed. The City of Westerville reserves the right to approve or deny any application in its sole and unfettered discretion.

The City of Westerville may also provide, contingent on available funding, a self-direct program that is intended to offer energy efficiency incentives to qualified C&I electric customers for previously completed energy efficiency projects that have resulted in energy savings and peak demand reduction. For the self-direct program, projects will be accepted on a case-by-case basis. The incentive payment for previously completed projects will be 75 percent of the calculated incentive for that of a proposed new project. Self-directed projects must have been finished no more than two years prior to the date of the application.

1.6 Program Eligibility

BusinessWISE offers C&I (non-residential) electric customers incentives for electrical energy efficiency and demand reduction measures in areas such as HVAC, motors, pumps, fans, compressed air, refrigeration, process cooling, process heating, etc. Applicants may be property owners or tenants. Tenants must have written approval from property owners to participate in the program. Property owners/tenants must be up to date on all municipal taxes, utility bills, City Codes (occupancy permits on file), and property maintenance relating to the business and/or building prior to participation in the program. Please call (614) 901-6700 to determine if your location(s) is/are eligible for the program.

1.7 Project Eligibility

Any project being implemented by a non-residential customer with the intention of reducing the customer's electrical consumption and peak demand is eligible to apply for an incentive. All projects must submit a pre-approval application and receive pre-approval from the City of Westerville before being eligible to receive an incentive or submit a self-directed application that falls within the allowed look-back period.

For both the Large and Small BusinessWISE Programs, new construction projects are only eligible for lighting and other prescriptive incentives included in this document and only for those measures that exceed current energy code requirements (refer to ASHRAE 90.1-2019 and Ohio Revised Code 4101:1-13, issued November, 2017).

1.8 Project Requirements

- Projects must involve a facility improvement that results in a permanent reduction in electrical energy usage (kWh).

- Prior to receiving an incentive, projects should generally demonstrate the potential to result in a simple payback period between one and seven years, based on electric energy cost savings. Energy cost savings shall be based on both energy consumption and peak demand reductions. The City of Westerville reserves the right to develop cost-effectiveness tests to determine if a project qualifies for an incentive.
- Projects that are NOT eligible for an incentive under the BusinessWISE Program include, but are not limited to, the following:
 - Fuel switching (e.g., electric to gas or gas to electric);
 - Projects involving gas-driven equipment in place of or to replace electric equipment (such as a chiller);
 - Projects focused primarily on power factor improvement; and
 - Studies or energy audits.
- All projects involving new construction or major renovation must be reviewed by the City's Energy Efficiency Consultant before final construction drawings are issued to be eligible to receive full incentive amounts. New Construction efficiency incentives will be based on calculated energy savings for systems and equipment that exceed current energy code standards (reference ASHRAE 90.1-2019).
- Any measures installed at a facility must be sustainable and provide 100 percent of the energy benefits as stated in the application for the life of the product. If the customer ceases to be a delivery service customer of the City of Westerville or removes the equipment or systems at any time during the period, the customer may be required to return a prorated amount of incentive funds to the City of Westerville. Exceptions may apply for customers upgrading to more efficient products at their own expense.
- Used or rebuilt equipment is generally not eligible for an incentive.
- All installed equipment must meet state, federal, or local codes and requirements.
- New light fixtures must be certified by Design Lights Consortium (DLC), ENERGY STAR®, Lighting Design Lab, or Lighting Facts.
- Projects must be installed on the City of Westerville electric account listed on the application.
- Equipment must be purchased, installed, and operating (or capable of operating in the case of seasonal uses) prior to submitting a final incentive application.
- Preference will be given to projects that might not have been performed absent the incentive funding.

1.9 Project Completion

No incentive will be given to a customer before the energy efficiency project has been completed. The project is considered completed when the new equipment/system is fully installed, functional, and operating to the full satisfaction of the City of Westerville under the design's intended controls and sequencing.

For pre-approved projects, if a project is not completed within 12 months of the completion date stated in the pre-approval application, the funding reservation may be withdrawn. For self-directed projects, projects will be considered active for 12 months from the self-direct application date. If proper documentation is not provided and the application process is not complete within 12 months, the funding reservation may be withdrawn.

1.10 Incentive Payment Limits, Estimates & Final Amount

- Unless otherwise modified by the City of Westerville, incentive payments will be limited to \$100,000 for each Large customer and \$10,000 for each Small customer per calendar year for lighting measures. The limit applies to lighting fixtures or the combination of all lighting fixtures and controls applications from each applicant per year. This includes an annual cap on lighting incentives on the sum of multiple accounts listed under the same customer name.
- The City of Westerville reserves the right to determine, adjust and/or negotiate the incentive amount.
- Incentive payments for self-direct projects (already completed projects) will be paid at 75 percent of the calculated incentive amount.
- The maximum incentive payout will be no greater than 50 percent of the project cost. The incentive payment amount is subject to available funding.
- Incentives will be paid to the City of Westerville account holder (not to any contractors or the like).

The City of Westerville reserves the right to reduce or eliminate the incentive amount if the project actually installed differs from the project presented in the pre-approval application or if the project was not installed in accordance with these terms and conditions. The incentive amount can also be reduced or eliminated in the event of a shutdown or significant reduction of operations at a facility where the energy efficiency project is located. The customer shall be obligated to refund such incentive amounts paid by the City of Westerville where the projected energy savings have not been achieved due to the foregoing circumstances.

1.10.1 Lighting Fixture and Controls Incentive Amounts

Lighting incentives will be determined on a dollar per watt (\$/W) reduced basis. The incentive applies to both interior and exterior lighting for both Small and Large Customers. Reference Table A.

- Within lighting incentives, there are three incentive levels (1) lamp replacement, (2) simple retrofit-direct-wire LED strip only, (3) integrated retrofit kit with specular improvements, network controls ability, or complete fixture replacement.
 - Lamp Replacement: This measure is a simple T8 LED tube replacement of fluorescent lamps that rely on existing ballasts.
 - Basic Lamp Retrofit: This measure includes “direct wire” solutions where the former fluorescent ballast is bypassed, and the new LED lamps or strips are wired directly to line voltage and include an internal or external driver.
 - Integral Fixture Retrofit or Fixture Replacement: This measure goes beyond just the lamps to include items such as the optical components (reflector and lens) and controls wiring. Only an integral retrofit can make a light compatible with a

centralized control system to make it possible to integrate technology such as pre-programmed dimming controls.

- Lighting fixture retrofit incentives are capped at \$100,000 for applicants that qualify for the Large BusinessWISE Program or \$10,000 for applicants that qualify for the Small BusinessWISE Program. This cap does not apply to new construction or major renovation.
- Incentives are offered for the implementation of advanced lighting controls for projects that do not have mandatory compliance with current energy codes.
- Incentives are offered for central digital lighting controls with preset dimming controls and automatic scheduling capabilities. The verification visit will include an inspection of this system.
- Large customers must provide documentation upon project completion that all lighting projects have also implemented measures to control lighting operating schedules appropriately for the needs of the space within the constraints of their abilities to do so. The City of Westerville reserves the right to require verification of appropriate lighting schedule implementation by the City’s Energy Efficiency Consultant prior to issuing final incentive approval.

Table A: Lighting Incentives for Small and Large Customers

Incentive Values (\$/W Reduced)	Lamp Replacement	Basic Retrofit	Integral Fixture Retrofit or Complete Replacement
Interior Fixtures	\$0.15/W	\$0.25/W	\$0.40/W
Exterior Fixtures	\$0.12/W	-	\$0.30/W
Screw-In Lamps	\$0.08/W	-	-
Exit Signs	-	-	\$0.15W

Table B: Lighting Control Incentives

Incentive Values (\$/W Reduced)	Occupancy Sensor, Daylight Sensor or Bi-Level Controls	Central Digital Control with Preset Dimming Capabilities
Small Businesses with <250,000 kWh/Year	\$0.15/W	\$0.10/W (max \$1,250)
Large Businesses with >250,000 kWh/Year	\$0.06/W	\$0.10/W (max \$2,500)

1.10.2 HVAC Incentive Amounts

Prescriptive incentives for HVAC equipment replacements and retrofits are available for large and small consumers (where listed below). All applications submitted before March 31, 2024, regardless of installation date, are eligible for the previous incentives, referencing ASHRAE 90.1-2010 instead of ASHRAE 90.1-2019.

Table C: HVAC Incentives

HVAC Category	Businesses with <250,000 kWh/Year	Businesses with >250,000 kWh/Year
Packaged RTUs/Other AC Units - Tier 1 (High efficiency)	\$40/IEER-Ton Exceeding 90.1-2019	\$25/IEER-Ton Exceeding 90.1.2019
Advanced RTU/Other AC Controller with DR Capabilities	\$1,000/Unit for 10 to 30-Ton Units	\$1,000/Unit plus \$25/Ton for Units >20 Tons
High-Efficiency Chillers (Primary Cooling Only)	\$25 Per 0.1 kW/Ton - Tons Exceeding 90.1-2019	\$25 Per 0.1 kW/Ton - Tons Exceeding 90.1-2019
Air-Side Economizer	\$0.10/Unit Supply CFM	\$0.10/Unit Supply CFM
DCV - Office	\$0.05/Sq. Ft.	\$0.035/Sq. Ft.
DCV - Parking Garage	-	\$120/HP For Operating Hours >1,500/Year
VFDs - Fans and Pumps (Only Pre-Approved Cases)	\$50/HP For Operating Hours >1,500/Year	\$50/HP For Operating Hours >1,500/Year
Wi-Fi Enabled Thermostats Replacing non-Programmable Thermostats	\$0.05 / Sq. Ft. controlled, up to \$50 each For Occupied Hours < 5,000/Year Must be on Electric Heating and Cooling System	-

1.10.3 Custom Incentives – Large BusinessWISE Program ONLY

Applicants who qualify for the Large BusinessWISE Program may submit for a custom incentive based on a custom project (a project that does not fall under the lighting or prescriptive HVAC categories listed - see Sections 1.10.1 and 1.10.2). Incentives for custom projects will be calculated based on \$0.06 per kWh for one year of energy savings plus \$130.00 per kW (summer peak) of demand reduction.

Applications for Custom Incentives shall follow all other procedures outlined below, including detailed energy savings calculations. There may be some instances, at the discretion of the City of Westerville, where assistance with energy savings calculations can be made available to the customer.

The City of Westerville reserves the right to deem whether or not custom projects are eligible for incentives on a case-by-case basis.

1.11 Savings Guarantee

The applicant must recognize that the City of Westerville does not guarantee energy savings and does not make any warranties associated with the project. Additionally, the overall feasibility and benefits of the project to the customer can only be determined by the customer themselves.

1.12 Application Review Process

The City of Westerville will review pre-approval applications and final applications for eligibility and completeness. Applications are not a guarantee of program acceptance and incentive payment – the City of Westerville reserves the right to accept, deny, or modify any application or proposed project, in whole or in part, in its sole and unfettered discretion.

Small BusinessWISE Program Process - PRE-APPROVED PROJECT

- To start the application process, please visit www.westerville.org/businesswise and complete the “Get Started” online application. Applicants may also contact the City of Westerville by emailing BusinessWISE@Westerville.org. Include the name and address of the business, the account number (if known), a brief description of your possible project(s), and contact information for your project manager.
- The City of Westerville will put the applicant in contact with the City’s Energy Efficiency Consultant.
- The City’s Energy Efficiency Consultant may perform a walk-through energy audit within 30 days from the initial applicant inquiry. The audit is at no cost to the applicant and does not require the applicant to move forward with the application process.
- An audit memorandum will be provided to the customer and the City of Westerville. The memorandum will have a bullet-point list of savings opportunities with short descriptions.
- The appropriate prescriptive applications will be provided to the customer at the end of the audit with instructions and an opportunity for the customer to ask questions.
- The customer/applicant will provide the City of Westerville with a signed application requesting project approval. The City of Westerville will provide the customer/applicant with an initial project agreement.
- The customer/applicant will sign the agreement confirming that the business plans to implement the proposed project(s) as listed on the pre-approval application.
- The customer/applicant will return the signed agreement with a signed W-9 form to the City of Westerville. The W-9 cannot be for a contractor unless requested by applicant in writing and approved by the City. Payment will be issued to the Westerville business, or approved contractor.
- The City of Westerville will review pre-approval applications for eligibility and completeness.

The City of Westerville will formally seek approval for funding and notify the applicant if the approval is granted. This step may take more than 30 days.

- The customer/applicant will notify the City of Westerville when the project is complete and submit all related documentation, including invoices and tech sheets, via email to BusinessWISE@westerville.org. The City of Westerville reserves the right to request additional supporting documentation as necessary to confirm eligibility and verify incentive amounts.

Applicant must submit project invoices and cost information. The location or business name on the invoice must be consistent with the application information. The project invoice should provide sufficient detail to separate the project cost from the cost of other services, such as repairs and building code compliance. Lighting project invoices should include a clear description and quantity of each type of purchased fixture or lamp.

- The City's Energy Efficiency Consultant will review the documentation and may visit the business for a post-installation audit. This step may take more than 30 days.
- The City's Energy Efficiency Consultant will prepare the final memo and application.
- If the incentive amount has changed from the originally approved amount, a revised agreement will be sent to the applicant for signing.
- The City of Westerville will confirm that no outstanding building permits, code violations, or other City concerns/cases are open related to the applicant's property. If a case is open, incentive payment will be held until all cases are resolved.
- Payments will be issued to applicants within approximately 60 days from project completion, pending that the applicant timely provides all information to the City of Westerville, that there are no outstanding code violations or open permits related to the property, and that the applicant is available for a final audit. Payments will be mailed to the address on the application.
- All projects involving new construction or major renovation must be reviewed by the City's Energy Efficiency Consultant before final construction drawings are issued to be eligible for pre-approval (to receive full incentive amounts).
- Small Business new construction or major renovation projects are only eligible for the lighting incentives and other prescriptive incentives listed in this document and only for those measures that exceed current energy code requirements.

Small BusinessWISE Program Process - SELF-DIRECTED PROJECT

- To start the application process, please visit www.westerville.org/businesswise and complete the "Get Started" online application. Applicants may also contact the City of Westerville by emailing BusinessWISE@Westerville.org. Include the name and address of the business, the account number (if known), a brief description of your possible project(s), and contact information for your project manager.
- The City of Westerville will put the applicant in contact with the City's Energy Efficiency Consultant.
- The City's Energy Efficiency Consultant may perform a walk-through energy audit within 30 days from the initial applicant inquiry. The audit is at no cost to the applicant and does not require the applicant to move forward with the application process.

- Small Business new construction or major renovation projects are only eligible for the lighting incentives and other prescriptive incentives listed in this document and only for those measures that exceed current energy code requirements.
- Applicant must submit project invoice and cost information. The location or business name on the invoice must be consistent with the application information. The project invoice should provide sufficient detail to separate the project cost from the cost of other services, such as repairs and building code compliance. Lighting project invoices should include a clear description and quantity of each type of purchased fixture or lamp.
- An audit memorandum will be provided to the customer and the City of Westerville. The memorandum will have a bullet-point list of savings opportunities with short descriptions.
- The City of Westerville will provide the customer/applicant with a project agreement.
- The customer/applicant will sign the agreement confirming that the business has finished installation within the last two years or is planning to finish the proposed project(s) as listed in the self-direct memo within 12 months of application.
- The customer/applicant will return the signed agreement with a signed W-9 form to the City of Westerville. The W-9 cannot be for a contractor unless requested by applicant in writing and approved by the City. Payment will be issued to the Westerville business, or approved contractor.
- The City of Westerville will review the self-direct application for eligibility and completeness. The City of Westerville will formally seek approval for funding and notify the applicant if the approval is granted. The City of Westerville reserves the right to request additional supporting documentation as necessary to confirm eligibility and verify incentive amounts. This step may take more than 30 days.
- The City of Westerville will confirm that no outstanding building permits, code violations or other City concerns/cases are open related to the applicant's property. If a case is open, incentive payment will be held until all cases are resolved.
- Payments will be issued to applicants within approximately 60 days from project approval, pending that the applicant timely provides all information to the City of Westerville and that there are no outstanding City issues related to the property. Payments will be mailed to the address on the application.

Large BusinessWISE Program Process - PRE-APPROVED PROJECT

- The applicant will complete a signed pre-approval application and submit the application with all required documentation electronically to BusinessWISE@westerville.org. Pre-approval applications must include estimated electricity savings calculations, according to the requirements described in Section 1.13 (Energy Saving Calculation Requirements – Large BusinessWISE Program ONLY) within these terms and conditions, along with the project's estimated simple payback, based on energy cost savings. It is strongly suggested to complete the pre-approval application using MS Excel. Assistance is available to complete the pre-approval application, if needed. Contact the City of Westerville by emailing BusinessWISE@westerville.org or calling (614) 901-6700.
- The City of Westerville will put the applicant in contact with the City's Energy Efficiency Consultant.

- The City's Energy Efficiency Consultant may perform a walk-through energy audit within 30 days from the initial applicant inquiry. The audit is at no cost to the applicant and does not require the applicant to move forward with the application process.
- An audit memorandum will be provided to the customer and the City of Westerville. The memorandum will have a bullet-point list of savings opportunities with short descriptions.
- The City of Westerville will provide the customer/applicant with a project agreement.
- The City of Westerville will review pre-approval applications for eligibility and completeness. The City of Westerville will formally seek approval for funding and notify the applicant if the approval is granted. This step may take more than 30 days.
- The customer/applicant will notify the City of Westerville when the project is complete and submit all related documentation, including the final application and all related invoices and tech sheets, via email to BusinessWISE@westerville.org. The City of Westerville reserves the right to request additional supporting documentation as necessary to confirm eligibility and verify incentive amounts. The project invoice and cost information must be submitted. The location or business name on the invoice must be consistent with the application information. The project invoice should provide sufficient detail to separate the project cost from the cost of other services, such as repairs and building code compliance. Lighting project invoices should include a clear description and quantity of each type of purchased fixture or lamp.
- The City's Energy Efficiency Consultant will review the documentation and may visit the business for a post-installation audit. This step may take more than 30 days.
- The City's Energy Efficiency Consultant will prepare the final memo.
- If the incentive amount has changed from the originally approved amount, a revised agreement will be sent to the applicant for signing.
- The City of Westerville will confirm that no outstanding building permits, code violations, or other City concerns/cases are open related to the applicant's property. If a case is open, incentive payment will be held until all cases are resolved.
- Payments will be issued to applicants within approximately 60 days from project completion, pending that the applicant timely provides all information to the City of Westerville, that there are no outstanding code violations or open permits related to the property and that the applicant is available for a final audit. Payments will be mailed to the address on the application.
- All projects involving new construction or major renovation must be reviewed by the City's Energy Efficiency Consultant before final construction drawings are issued to be eligible to receive full incentive amounts.
- Large business customers eligible for the lighting incentives and other prescriptive incentives listed in this document or for other custom measures that exceed current energy code requirements as approved for eligibility by the City of Westerville.

Large BusinessWISE Program Process - SELF-DIRECTED PROJECT

- The applicant will complete a signed self-directed application and submit the application with all required documentation electronically to BusinessWISE@westerville.org. The project invoice and cost information must be submitted in support of the application. The

location or business name on the invoice must be consistent with the application information. The project invoice should provide sufficient detail to separate the project cost from the cost of other services, such as repairs and building code compliance. Lighting project invoices should include a clear description and quantity of each type of purchased fixture or lamp. See Section 1.13 (Energy Saving Calculation Requirements – Large BusinessWISE Program ONLY) for calculation requirements.

- The City of Westerville will put the applicant in contact with the City’s Energy Efficiency Consultant.
- The City’s Energy Efficiency Consultant may perform a site verification visit within 30 days from the initial applicant inquiry. The visit is at no cost to the applicant and does not require the applicant to move forward with the application process.
- Large business customers are eligible for the lighting incentives and other prescriptive incentives listed in this document or for other custom measures that exceed current energy code requirements as approved for eligibility by the City of Westerville.
- The appropriate prescriptive applications will be provided to the customer at the end of the site visit with instructions and an opportunity for the customer to ask questions.
- A memorandum will be provided to the customer and the City of Westerville. The memorandum will have a bullet-point list of savings opportunities with short descriptions.
- The City of Westerville will provide the customer/applicant with a project agreement.
- The customer/applicant will sign the agreement confirming that the business has finished installation within the last two years or is planning to finish the proposed project(s) as listed in the self-direct memo within 12 months of application.
- The City of Westerville will review the self-direct application for eligibility and completeness. The City of Westerville will formally seek approval for funding and notify the applicant if the approval is granted. The City of Westerville reserves the right to request additional supporting documentation as necessary to confirm eligibility and verify incentive amounts. This step may take more than 30 days.
- The City of Westerville will confirm that no outstanding building permits, code violations or other City concerns/cases are open related to the applicant’s property. If a case is open, incentive payment will be held until all cases are resolved.
- Payments will be issued to applicants within approximately 60 days from project approval, pending that the applicant timely provides all information to the City of Westerville and that there are no outstanding City issues related to the property. Payments will be mailed to the address on the application.

Funds are reserved for projects after completion of the pre-approval process. Incomplete applications will not be processed and may lose their place in line in the review process until all requested information is received. Applicants are encouraged to call (614) 901-6700 or email BusinessWISE@westerville.org with all questions regarding the application process and requirements.

1.13 Energy Saving Calculation Requirements - Large BusinessWISE Program ONLY

Applicants that fall under the Large BusinessWISE Program must calculate the project's annual electricity savings using industry-accepted engineering algorithms or simulation models. The applicant may estimate the annual electricity usage and peak demand contribution based on the current operation of the facility. The existing equipment performance may serve as the baseline in energy savings calculations only when equipment is replaced prior to the end of the rated service life. Where equipment is replaced for other reasons, such as failure, needed capacity, or obsolescence, the baseline performance used in the savings calculations should be the minimum performance required by code for that equipment type and application (where code applies). If code does not apply, the baseline should be the performance of equipment that would have been selected as the industry's "standard practice" option.

All energy savings calculation methods must be clearly described and transparent in a way that another engineer can determine all key assumptions made, tools referenced and equations used. All sources of key assumptions, equations, and/or tools should be referenced. The City of Westerville reserves the right to utilize its own approved methodologies and analyses to determine energy savings.

All calculation methodologies and assumptions will be reviewed by the City of Westerville. The City of Westerville will be solely responsible for the final determination of the annual energy consumption and peak demand reductions to determine the incentive amount. The City of Westerville also reserves the right to require energy measurement and verification activities, including monitoring, both before and after the project implementation, to determine the incentive.

1.14 Pre- and Post-Installation Inspections

The customer grants the City of Westerville the right to perform pre-and post-installation inspections. If the post-installation inspection reveals a difference between the estimated energy savings, as calculated prior to installation, and the actual expected savings following installation, the final incentive value may be reconciled to the actual expected savings. Such inspections shall be conducted during regular business hours and with seventy-two (72) hours prior notice from the City of Westerville.

1.15 Monitoring

The City of Westerville reserves the right to perform monitoring and inspection of the energy efficiency projects for a three-year period following completion of the installation to determine the actual demand reduction and energy savings. As a condition of receiving an incentive, the customer agrees to provide access and information to the City of Westerville and to cooperate regarding such activity. By participating in the program, the customer acknowledges and agrees that no activity by the City of Westerville includes any kind of safety, code, or other compliance review.

1.16 Capacity Rights

The City of Westerville reserves the right to aggregate energy-efficiency resources associated with incented projects and bid them into the appropriate Pennsylvania-Jersey-Maryland (PJM) base residual auction (BRA) and subsequent incremental auctions. The City of Westerville may also sell these energy efficiency resources to a third party, aggregating utility, or other entity to bid the resources into the PJM BRA.

1.17 Equipment De-Commissioning

Where the project involves replacing existing equipment, the existing equipment must be decommissioned. The existing equipment may be retained for use as backup equipment with the City of Westerville's permission. The existing equipment may also be sold for scrap but cannot be sold for use in another production environment since this could negate the intended energy savings of the project. The EPA recommends that all CFL and fluorescent lights be disposed of properly. Lights may be taken to local home improvement stores or to the City of Westerville Electric Division for proper disposal.

1.18 Maintenance of Equipment

The C&I electric customer acknowledges and agrees to operate and maintain the incentivized efficiency project in accordance with the manufacturer's recommendations and the terms hereof and shall replace consumable parts and other components with comparable or superior efficient products at the customer's expense.

1.19 Publicity of Customer Participation

The C&I electric customer grants the City of Westerville the right to use and reference for freedom of information, promotional, and regulatory purposes the customer's participation in the program, the details of the project and the energy savings, the amount of incentives paid to the customer, and any other information relating to the customer's participation in the program.

1.20 Indemnification & Limitation of Liability

The C&I electric customer shall indemnify, defend and hold harmless the City of Westerville, WICC, and their affiliates and respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the City of Westerville or the performance of any services or other work in connection with the program, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. To the fullest extent allowed by law, the City of Westerville's aggregate liability, regardless of the number of claims, shall be limited to paying approved incentives in accordance with these terms and conditions, and the City of Westerville and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the program, the customer waives and releases the City of Westerville and its affiliates from all obligations (other than payment of an incentive) and for any liability or claim associated with the energy efficiency project, the performance of the energy efficiency project, the City of Westerville, or these terms and conditions.

1.21 No Warranties or Representations by the City of Westerville

- THE CITY OF WESTERVILLE DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER, OR PRODUCT, AND MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION, OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE CITY OF WESTERVILLE AND THE CITY OF WESTERVILLE MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY CITY OF WESTERVILLE'S OTHER DOCUMENTS.

- Neither the City of Westerville nor any of its employees or contractors is responsible for determining that the design, engineering, or installation of the energy efficiency projects is proper or complies with any particular laws, codes, or industry standards. The City of Westerville does not make any representations of any kind regarding the benefits or energy savings to be achieved by the projects or the adequacy or safety of the projects.
- The customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert that is not the City of Westerville) for all aspects of the energy efficiency projects and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the customer and that the same is properly installed and suitable for the customer's purposes; and determining if work was properly performed.
- The customer agrees and acknowledges that the City of Westerville is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- The provisions of Section 1.20 and 1.21 shall survive the termination, cancellation, or completion of the customer's participation in the program.

1.22 Equipment and Contractor Selection and Contracting

The C&I electric customer is responsible for selecting and purchasing the energy efficiency project and selecting and contracting with the design and installation contractor(s). The customer shall be responsible for enforcing all such contracts and for assuring that the project meets program requirements and applicable laws, regulations, and codes, and that the contractor(s) are properly qualified, licensed, and insured. Notwithstanding the foregoing, the customer acknowledges that the City of Westerville reserves the right to deny a vendor or contractor participation in this program or provide equipment or services. The City of Westerville also has the right to exclude certain equipment from the program.

1.23 Tax Liability

All issued incentives are taxable, if more than \$600.00, and will be reported to the IRS unless the customer is tax exempt. The City of Westerville is not responsible for any taxes that may be imposed on the client as a result of receiving an incentive.

1.24 Disclaimer

The City of Westerville does not guarantee energy savings and does not make any warranties associated with the measures eligible for incentives under this program. The City of Westerville has no obligations regarding and does not endorse or guarantee, any claims, promises, work, or equipment made, performed, or furnished by any contractors or equipment vendors that sell or install energy efficiency measures. The City of Westerville is not responsible for the proper disposal/recycling of any waste generated as a result of this project. The City of Westerville is not liable for any damage caused by the operation or malfunction of the installed equipment. Please ensure that proper care is taken to dispose of any equipment that may contain hazardous materials.

1.25 Confidentiality

The City of Westerville and its subcontractors will keep all customer, vendor, and contractor information confidential, as allowed by law, and will not share this information with other persons or organizations.