



Commercial and Industrial Energy Efficiency

General Terms and Conditions

- LES reserves the right to conduct pre and post inspections.
- SEP Incentives only apply to materials purchased and services rendered on or after January 1, 2024.
- Incentive funding is limited and offered on a first-come, first-served basis.
- Incentive cannot exceed 50% of the project cost.
- An extension is never guaranteed.
 - Consideration of an extension is at the discretion of LES staff
 - LES will perform an inspection to verify the project is at least 50% complete and can be completed if we add an extension. If we feel it cannot or will not be completed, we will not add an extension.
- Maximum combined incentive of \$100,000 per customer per year for all projects under the Commercial Industrial Energy Efficiency portion of the Sustainable Energy Program excluding Commercial Lighting which has a cap of \$5,000.
- Any piece of equipment cannot qualify under more than one SEP incentive program category.
- LES staff must deem the project will result in a reasonable kW (demand) and annual kWh (energy) reduction.
- SEP incentives for new construction will be determined based on demand reduction when compared to code minimums.
- The daily operating hours for qualifying items must be a minimum of (4) hours during the LES peak demand period that occurs June-September, Monday-Friday, 2-8 pm. Off-peak or nighttime applications do not qualify.
- Reimbursement will only be made for customers with current LES accounts in good standing.
- **If a project expires, it can never be re-submitted (now or anytime in the future).**
- Equipment must be new and installed at the customer's existing business site located in LES' service territory. Replaced equipment cannot be reused within the LES service area.
- LES reserves the right to verify sales transactions and inspect all projects prior to and after installation.
- Falsifying information will result in a claim by LES for the return of reimbursement and expulsion from the program.
- LES is not responsible for any tax imposed resulting from Reimbursement.
- LES does not endorse or warrant any contractors, manufacturers, products or system designs in promoting this program.
- Equivalent products must be preapproved by LES before incentive payment will be made.
- The customer/contractor agrees that each measure complies with all federal, state and local safety, building and environmental codes. All products must be UL-listed and installed per manufacturers' instructions.
- The customer/contractor is responsible for the proper disposal and/or recycling of any waste generated as a result of this program.
- LES reserves the right to publicize customer participation in this program unless otherwise notified in writing.

- LES does not guarantee equipment or energy savings.
- The base line which savings are calculated from is set based on:
 - a. Code minimum requirements
 - b. Documented industry minimum efficiencies for like equipment
 - c. Estimated loading or defaults as determined by LES
 - d. New functionally identical equipment that is less efficient.
- Downsizing production, downsizing equipment, removing equipment or eliminating processes are not eligible for incentive funding.
- Savings cannot exclusively result from a set point adjustment such as an air pressure change or temperature change.
- Modification expected life must be at least 5 years.
- Backup or redundant systems are not eligible for incentives.
- LES shall own all rights to existing and future emissions credits, efficiency certificates, renewable energy credits, tradable renewable certificates and/or any and all other environmental benefits associated with the implementation of all projects that receive LES incentives.
- Sustainable Energy Programs are subject to change without notice.
- All decisions regarding rebate amounts/levels made by LES are final.
- LES is making this program available for the benefit of its customers and the program is in no way intended to create a property right or interest in any participating contractor, seller or other third-party.
- All authorizations under the program are based upon compliance with Program Guidelines within the sole discretion of LES.