

Key Terms and Conditions

Arizona Public Service Company (APS) is offering rebates under the Solutions for Business program to facilitate implementation of cost-effective, energy efficiency improvements. The program is funded by APS customers and is approved by the Arizona Corporation Commission. DNV GL implements this program for APS. The complete set of terms and conditions are provided in program’s policies and procedures, which are posted on the aps.com website. Projects are subject to the policies and procedures. Submitting an application to participate in the APS Solutions for Business program does not guarantee any specific rebate payment. Any payment of rebate funds is contingent upon funding availability and continued approval of this program by the Arizona Corporation Commission. Selective terms and conditions include:

Eligibility

Applicant must be an eligible APS customer, building owner or owners’ authorized representative who has contracted for or purchased and installed the indicated energy efficiency measures for use in their business facility and not for resale.

- Rebates are available to non-residential metered customers within APS’ service territory who pay into the Demand Side Management Adjustor.
- The measures included in this program are not designed to promote fuel-switching or the replacement of natural gas devices.
- Project must involve a capital improvement that results in improved energy efficiency.
- Removed materials including lamps and PCB ballasts must be disposed of properly according to local code requirements. Any and all environmental credits generated by the project described in this application will be retained by APS.

Rebate Caps

The total rebate paid cannot exceed 75% of the incremental measure cost for prescriptive projects, custom projects, new construction whole building projects and retro-commissioning studies (\$100,000 cap per project); and 50% for technical studies (\$10,000 cap per study) and Multi-family Energy Efficiency Program (MEEP) technical studies (\$5,000 cap per study). Contractor labor costs can be considered in measure costs; customer labor costs can also be considered with invoice documentation.

- Pursuant to Arizona Corporation Commission Decisions, when calculating incremental measure cost APS is required to reduce the incremental measure costs by any known monetary rebates available from other entities, such as tax credits, regardless of whether the customer applies for these rebates or not. APS Solutions for Business rebates shall not exceed 100% of the incremental project cost. The utility will make the final determination of rebate levels for this project.

Customer Rebate Caps

See the APS Solutions for Business Policies and Procedures.

Pre-Notification Application

Program funding is limited. All participants are strongly encouraged to submit a Pre-Notification Application for measure approval. Retrofit projects with de-lamping require Pre Notification and pre-inspection.

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Final Application

The Final Application must be submitted within six months of project completion. The project completion date is defined as the date the energy-efficient equipment became operational. Required documentation includes copies of all itemized, paid invoices and receipts detailing the specific equipment and purchases, the services provided and other costs. Any applications submitted more than six months following completion will be deemed ineligible for payment. Equipment must be purchased new and installed prior to submitting the Final Application.

Inspections

The Solutions for Business program team reserves the right to inspect all projects to verify compliance with the program rules and verify the accuracy of project documentation. This may include pre-installation (required for de-lamping and financed projects) and/or post-installation inspections, detailed lighting layout descriptions, metering, data collection, interviews, energy modeling/analysis review and utility bill data analyses. The customer must allow access to records and installation sites for three years after receipt of rebate payment.

Applicant Agreement

The applicant consents to verification by APS or its representatives of both sales transactions and equipment installation, understands that the program may be modified or terminated without prior notice and recognizes that the program has a limited budget. Applications will be processed until allocated funds are spent. Rebate payments assume related energy benefits over a five-year period or for the product's lifetime. Applicant agrees that if: (1) the energy efficiency-related product or products identified in the application were not installed, or (2) the energy efficiency-related product/products identified in my application were removed before the end of the product/products' life or within five years from receipt of the rebate, whichever is less, the applicant shall reimburse APS a prorated amount of rebate funds based on the actual period of time in which the product/products were installed and operating (or the full amount if product/products were not installed).

- Program participants may be recognized in promotional materials; however, project details will not be released without prior consent. Applicant must opt-out of any recognition in writing to the APS Solutions for Business program.

Customer Signature

By signing the application, the customer certifies that is an APS customer in good standing who meets all eligibility criteria to be paid under this program and that the information on this application is true and correct.

APS makes no representations and provides no warranty or guarantee with respect to design, manufacture, construction, safety performance or effectiveness of newly installed equipment and the installing contractor, including any warranties of merchantability or fitness and including contractors listed on the program's Trade Ally list.