

**CITY OF WESTERVILLE – ELECTRIC DIVISION
COMMERCIAL SOLAR REBATE PROGRAM
TERMS AND CONDITIONS**

1. CONDITION OF REBATE

The City of Westerville - Electric Division Solar Rebate Program (“Program”) offer to Customer is subject to available funding and the terms and conditions contained herein. Customer’s acceptance of the rebate payment (“Rebate”) from the City of Westerville (“City”) shall constitute the Customer’s acceptance of these terms and conditions and consideration by both parties to form a binding agreement. No changes to the terms and conditions or the Program, shall be binding unless agreed to in writing. Customer must submit a pre-approval application and receive a formal rebate reservation letter from the City prior to commencing installation of the solar array system (“System”).

2. PURPOSE

The City continues to take steps to create a reliable electric system while incorporating new, sustainable technology that assists our customers in lowering their electric bills. The Program is designed to assist commercial customers with installation of Systems located within the Westerville Electric Divisions territory specifically workplace, retail, hotel, industrial and multi-family properties.

3. REBATE

The Rebate is for the reimbursement of actual expenses incurred for System equipment and installation costs, less any other rebates or tax credits received, or expected to be received, from third-parties or agencies for the same System. The Rebate shall be for actual expenses, as documented with copies of paid invoices submitted once the project is complete, less other rebates and/or credits expected or received for the same System; provided however, such Rebate shall be offered at a rate of \$0.10 per Watt AC of installed capacity and shall not exceed \$10,000 per System. Customer is solely responsible to pay any contractors or sub-contractors for the construction of the System. If Customer does not comply with any term or condition under the Program’s Agreement for a period of five (5) years from the date of the System installation, then the Rebate, in the sole discretion of the City, is subject to a pro-rata refund by Customer based on the number of years the System was in service.

4. PROGRAM SUBJECT TO AVAILABLE FUNDING

Program funds are limited and Rebates are not guaranteed; therefore, there is a Program application process that the Customer must timely comply with in order to reserve funds for a Customer Rebate. Rebates will be awarded on a first come, first served basis. The Program may be modified without prior notice and may be terminated when Program goals are met or funds are exhausted, whichever comes first.

5. REBATE PROGRAM AGREEMENT

A fully executed Pre-Approval Application and all required documents shall be submitted by the Customer to the Program prior to the System installation. Submitted Pre-Approval Applications and accompanying documentation become the property of the Program upon submission. Upon review and approval of the pre-application the customer will receive formal written pre-approval for the project to proceed from which the ninety (90) day rebate reservation period will begin. It is the Customer's responsibility to manage the installation contractor(s) and ensure that the System is completed and properly installed in a timely manner and all documents are provided to the Program for final processing of the Rebate.

6. CUSTOMER ELIGIBILITY

Customer must be a City of Westerville Electric paying commercial customer and System must be installed at an address with an active meter receiving Westerville Electric service.

7. INTERCONNECTION AGREEMENT

Customer must execute and fully comply with the Interconnection Agreement. The Interconnection Agreement provides information on the interconnection point specifications, required equipment and installation standards, and testing, commission and operation requirements for the System.

8. NET METERING AGREEMENT

Customer must execute and agree to the Net Metering Agreement. The Net Metering Agreement provides details on metering requirements for the System and how charges or credits will be applied from month to month.

9. SYSTEM ELIGIBILITY

The following are requirements for System eligibility.

- a. The System must be for personal use and not for resale of electricity.
- b. The System cannot have a zero degree, north-facing orientation (azimuth).
- c. The System cannot receive shade more than fifty (50) percent on an annual basis based on the provided shade analysis.
- d. The System's designed annual generation (kWh) capacity may not exceed 100% of the previous 12 month's energy consumption. In the event of new construction or facility expansion, an estimated energy usage for the building will be requested, preferably through energy modeling software.
- e. Modules must be selected from the List of Qualified Modules found here: http://gosolarcalifornia.org/equipment/pv_modules.php. If equipment is not listed, it may be approved under the discretion of the program.
- f. Inverters must be selected from the List of Qualified Inverters found here: <http://gosolarcalifornia.org/equipment/inverters.php>. If equipment is not listed, it may be approved under the discretion of the program.

10. WARRANTY REQUIREMENTS

The System must include a warranty against all materials, parts, and labor for minimum of five (5) years. The modules must include a twenty (20) year manufacturer warranty against degradation of performance below eight (80) percent of original output. The inverter(s) must include a five (5) year warranty against manufacturer defects.

11. REQUIRED DOCUMENTATION

A Rebate reservation will only be approved once the Program has received, reviewed and approved a complete pre-application with all required documentation which includes the following:

- a. Completed Program Pre-Application form
- b. W-9 form completed by the applicant (not contractor)
- c. Pre-construction documentation:
 - i. Electrical engineering plans
 - ii. Site plans
 - iii. Shade analysis from Solar Pathfinder, SolMetric SunEye or other industry accepted analyses
- d. Equipment specification sheets for proposed modules and inverter(s)
- e. Executed Interconnection Agreement
- f. Executed Net Metering Agreement
- g. Contractor proposal(s) detailing equipment and installation cost information

12. INSPECTION

In addition to any inspections required pursuant to any City building permits, the Program has the right to conduct an on-site inspection of the System in order to verify that all conditions of the Program are satisfied prior to awarding a Rebate. Customer agrees to provide Program representatives reasonable access to the installation location/site during normal business hours. Customer understands that the Rebate will not be awarded if access is not granted.

13. REBATE PAYMENT

The Customer will notify the Program of project completion within 60 days and submit copies of paid invoices including photos of the operational system. The Rebate will be awarded only upon satisfactory review and acceptance of all required documentation and a satisfactory inspection of the installation by the Program.

14. INDEMNIFICATION

Upon acceptance of the Rebate, Customer hereby agrees to indemnify, hold harmless and defend the City of Westerville, Westerville Electric Division, its elected officials and employees from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, including the Facility, in any manner directly or indirectly connected with, or growing out of the installation, operation or maintenance of Customer's Facility, except in those cases where loss occurs due solely to the willful and wanton misconduct of Westerville Electric Division. If Customer is not a single legal entity, then all such entities comprising Customer shall be jointly and severally liable for all representations, warranties, obligations, covenants, and liabilities under this Agreement and all other agreements.

15. PERMITS

Customer shall obtain and comply with all permits required by the City, State of Ohio, property owner, and/or homeowner association requirements regarding local conditions, restrictions, codes, rules, and regulations for, among other things, the installation of the System.

16. MAINTENANCE

Customer agrees to maintain including, but not limited to, repair and maintenance of the System to ensure it is in proper working condition. Customer is responsible, at his/her/its sole cost and expense, for all actions related to the repair and replacement the System, including making arrangements for manufacturer warranty service.