

# SMALL BUSINESS LIGHTING PROGRAM

## Small Business Lighting Program (The “Program”) - Terms and Conditions

### **Acceptance of these Terms and Conditions is a requirement of Program participation.**

These Terms and Conditions are deemed to form the Agreement between NB Power and the eligible Participant for Program participation and potential payment of a Program incentive. NB Power will offer financial incentives to Participants based on the amount of energy saved resulting from the implementation of eligible lighting systems and lighting controls energy efficiency measures upgrades, subject to these Terms and Conditions. By completing and submitting the Program application form plus marking ‘I Agree’, the Participant agrees to these Terms and Conditions.

### 1. INCENTIVES FOR ELIGIBLE MEASURES

- a) NB Power will pay \$0.17/kWh electricity saved, up to a maximum of \$10,000 (excluding HST) per business location, whereby the energy saved results from the implementation of Energy Efficiency Lighting Measures (“EELMs”) – upgraded lighting systems and lighting controls.
- b) “Eligible Measures” are lighting systems and lighting controls measures that have been certified by ENERGY STAR® or DesignLights Consortium™ (DLC) as documented in the Program Guide. Eligible measures must result in electricity savings. Eligible measures will be identified by the Service Provider during the Lighting Audit.
- c) Eligible Participants are NB Power General Service I or II customers (or be a commercial entity as categorized by Saint John Energy, Edmundston Energy, or Perth-Andover Light Commission) whose electrical consumption is less than 150 MWh/yr. NB Power financial incentives are paid to Participants for equipment that is owned by them.
- d) Participants must provide baseline energy consumption data obtained from their utility provider to NB Power if they are not an NB Power customer.
- e) A “Lighting Audit” includes an inventory of existing fixtures, measurement of both the quantity and quality of light in all significant areas and surfaces plus a comparison to illumination standards. The overall goal of the Lighting Audit is to gather data necessary for maximizing lighting efficiency and effectiveness in addition to find ways to cut electricity costs in your small business.
- f) “Service Provider(s)” for the purposes of the Program are lighting distributors. The Service Provider will perform the comprehensive lighting audit, summarize existing conditions and recommend measures in the Statement of Work, and submit all to NB Power on behalf of the Participant. A list of qualified Service Providers that have successfully entered the Program is provided at [www.nbpower.com](http://www.nbpower.com). The Service Provider is also responsible for providing technical support and for holding a large stock of eligible lighting systems and lighting controls for the Program.
- g) “Statement of Work” is the form, that along with the supporting lighting audit worksheet, provides the Participant with detailed information on potential lighting energy efficiency projects along with their

estimated costs; energy savings; and, an estimate of the time it will take the investment to be paid back as a result of energy savings (simple pay back), with and without the financial incentive.

## 2. OWNERSHIP OF ENVIRONMENTAL CREDITS / CARBON CREDITS

- a) The Participant hereby acknowledges that NB Power shall be deemed the owner of, and shall hold exclusive right, title and interest in and to, any environmental credits or attributes that may be associated with the installation and operation of the eligible measures and equipment pursuant to this Program. NB Power shall have the sole and exclusive right to bid, sell, transfer, and otherwise dispose of such credits or attributes in any manner allowed by law. By receiving incentives under the Program, the Participant hereby expressly and irrevocably assigns all such environmental credits or attributes associated with the eligible measures to NB Power. The Participant further agrees that it will take all reasonable measures necessary to transfer and assign to NB Power the environmental credits or attributes as contemplated herein and will take such reasonable steps (other than paying fees or other amounts) as NB Power may from time to time reasonably request in order to preserve and maintain the environmental credits or attributes or to otherwise enable NB Power to use, sell or transfer such environmental credits or attributes in accordance with market standards.

## 3. INCENTIVE AMOUNTS

- a) The incentive amount for eligible measures will be identified in the Lighting Audit and summarized in the project's Statement of Work form.
- b) NB Power reserves the right to limit the amount of incentives to a maximum of \$10,000 per-business location.
- c) Program incentives will be paid directly to the Participant after acceptance of the installations as reflected by signing the Completion Notification Form and submission of the completed Request for Payment form along with copies of invoices, receipts, etc.
- d) The Participant is responsible for paying the Service Provider and lighting contractor (all electricians or other contractors on the project) for the supply and install of eligible measures prior to receipt of incentives.
- e) Only eligible measures captured in the Participant signed Statement of Work, reviewed and approved by NB Power, and supplied by a qualified Service Provider, are eligible for incentives.
- f) NB Power will pay no more than the approved incentive amount.
- g) Participants are not eligible for other instant discounts or coupons or for any incentives under any other NB Power programs.

## 4. MONITORING AND EVALUATION FOLLOW-UP VISITS

- a) Participant agrees to grant NB Power reasonable access to the Participant's eligible building to assess pre-existing lighting systems.
- b) Following installation of eligible measures, the Participant agrees to allow NB Power to conduct follow-up visits to the Participant's eligible building during the 24 months following the actual completion date, at a time convenient to the Participant.

- c) The purpose of the visit(s) is to review the operation of the eligible measures for Program evaluation purposes, including monitoring their energy performance. The scope of the review is limited to determining whether Program conditions have been met.

## 5. CHANGES IN / CANCELLATION OF THE PROGRAM

- a) NB Power reserves the right to suspend or cancel the Program at any time for any reason, including, but not limited to Program budget cuts or exceedances. NB Power may change or modify the Program requirements; permitted eligible measures; Eligible Participant criteria or building types; incentive amounts; or Program Terms and Conditions, at any time. NB Power is not obligated to approve any submitted application that may result in NB Power exceeding its Program budget.
- b) In the event of a Program change, approved Statements of Work will be processed to completion under the Terms and Conditions in effect at the time of the Statement of Work approval by NB Power.
- c) Submission of a completed application does not entitle the Participant to Program participation or the payment of an incentive. Acceptance for Program participation occurs only when NB Power has approved the application. The incentive is specifically authorized following the approval of the Statement of Work and the incentive is only paid upon Participant's signature of Completion of Notification and submission of the Request for Payment along with copies of invoices, receipts, etc. and its approval. A member of NB Power's staff may perform a site visit to verify the eligible measures the Participant has completed prior to approving the submitted Request for Payment.

## 6. LIMITATION OF LIABILITY; INDEMNIFICATION

- a) NB Power's sole obligation and total liability under these Terms and Conditions will be limited to paying the incentive amount specified in the Statement of Work form. In no event shall NB Power or any of its employees or agents be liable to the Participant or anyone claiming through the Participant for any special, consequential, or incidental damages, including lost profits or lost business opportunities, or for any damages in tort (including negligence) caused by or resulting from any activities in connection with or associated with the Program or the installation, operation or use of the eligible measures for which the incentives are paid.
- b) The Participant shall protect, indemnify, and hold harmless NB Power and its employees, and agents from and against all third-party claims, liabilities, losses, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, legal fees and expenses) assessed against or incurred by NB Power arising out of or relating to the Participant's participation in the Program, the work or services in connection with the Participant's eligible measures, or the installation, operation or use of the eligible measures for which incentives are paid.

## 7. QUALIFIED SERVICE PROVIDER SELECTION; NO WARRANTIES

- a) The Participant must select a Service Provider (Lighting Distributor) from NB Power's website to perform the comprehensive lighting audit. The Service Provider may also assist the Participant in completing and submitting the Program application. The Service Providers listed on the NB Power website have been vetted through the Program's Service Provider's eligibility criteria.

Notwithstanding the verification process, the Service Providers listed on the NB Power website are independent lighting distributors engaged directly by the Participant and are not employees or agents of NB Power. The Participant is solely responsible for its contractual relationship with and performance by its selected Service Provider (lighting distributor) and the selected New Brunswick licensed electrical contractor or licensed industrial electrician (installer).

- b) NB Power does not endorse any product, equipment, manufacturer, contractor or vendor, and it provides no warranties, express or implied, regarding the performance of any equipment or measures installed under the Program. NB Power is not responsible for any representations or warranties made by Service Providers (lighting distributors) or other contractors, or suppliers providing labour, equipment or other services for the Participant's project.
- c) Neither NB Power nor its employees or agents are responsible for ensuring that the design, engineering, construction or installation of the eligible measures comply with applicable laws or codes. NB Power does not make any representations of any kind regarding the results to be achieved by the eligible measures.

## 8. COMPLETION NOTIFICATION

- a) Once the eligible measures have been supplied and installed, the licensed electrical contractor or licensed industrial electrician is to have the Participant sign a Completion Notification that the Participant will in turn forward to NB Power.

## 9. PARTICIPANT MUST PAY ALL TAXES

- a) The Participant is responsible for paying all tax obligations associated with the Project and the Program.

## 10. REMOVAL OF EXISTING EQUIPMENT

- a) If the eligible measures are intended to replace existing lighting systems, the Service Provider and electrical contractor are responsible to remove and dispose of the equipment being replaced in accordance with all applicable laws and codes. The Participant and the Service Provider agree to not reinstall any of the replaced equipment or transfer it to any other party for installation in New Brunswick.

## 11. ENERGY EFFICIENCY LIGHTING MEASURE RATED USEFUL LIFE

- a) By accepting an NB Power incentive, while the eligible building is owned, managed or leased by the Participant, the Participant hereby agrees that it will exercise best efforts to maintain and use the installed eligible measures for their manufactured rated useful life.

## 12. MISCELLANEOUS

- a) These Terms and Conditions, along with the Program Guide; the Participant's Program Application; Statement of Work; Completion Notification; and, Request for Payment (which details the requested incentives) submissions; in addition to NB Power's approval notification for the application and the Statement of Work, constitute the Agreement of the Participant and NB Power and supersede any prior discussions, understandings, and agreements, whether oral or in writing. The elements of the Agreement may be amended only in writing, signed by the Participant and NB Power.
- b) The Participant acknowledges that the only individuals authorized to bind NB Power under this Agreement are designated NB Power personnel and not any Service Provider or other third party.
- c) If any provision of these Terms and Conditions is deemed invalid by any court, such ruling shall not invalidate any other provision, which shall remain in full force and effect in accordance with their terms.
- d) In the event of any dispute concerning these Terms and Conditions, or any other requirement of this Program or condition of the incentive paid, resolution will be governed in all respects by the laws, statutes and regulations of Canada and of the Province of New Brunswick. Any legal proceeding against NB Power regarding the Agreement shall be brought in New Brunswick's Provincial administrative or judicial forums. The Participant consents to personal jurisdiction in the Province of New Brunswick.

### 13. AUTHORIZATION/COLLECTION, USE AND SHARING OF PERSONAL AND BUSINESS INFORMATION

Personal and/or Business information on the application form is collected under Part 3, Division A of the NB *Right to Information and Protection of Privacy Act* for the purpose of assessing your application for participation in the Program. NB Power will take all necessary steps to maintain the privacy and confidentiality of all personal and/or business information.

By clicking on "I Agree", the applicant agrees that all the information provided is accurate. The applicant further agrees that NB Power is authorized to obtain any additional information necessary for the processing of this application, for Program Evaluation and Development from any source necessary. The applicant authorizes and consents to the collection of the information required for the processing of an application for participation in the Program, for Program Evaluation and Development from any such source. Such sources could include but are not limited to, Service New Brunswick, another electric utility (Saint John Energy, Perth-Andover Light Commission, Edmundston Energy), your selected electrical contractor and NB Power's Service Providers. The applicant also authorizes NB Power to maintain the information collected for the purpose of administering the Small Business Lighting Program. Any questions can be directed to NB Power at 1-800-663-6272.

Participation in the Small Business Lighting Program requires a comprehensive lighting and controls systems audit. The applicant authorizes NB Power and consents to the sharing of the information collected in the application with an NB Power Service Provider for the purposes of the Program. The applicant hereby permits NB Power and the Service Provider to conduct an evaluation of the eligible building and to collect information about your business for the purposes of determining eligible upgrades and associated energy savings.

Applicants/Participants are responsible for the quality of work performed either by themselves or through their contractors for upgrades performed as part of this Program. NB Power is in no way liable or responsible for any financial burdens or loss, for the quality of work provided to the applicant on the eligible building, or for the actual efficiencies gained from upgrades as recommended through the Small Business Lighting Program.

☐ I Agree

Signature Required: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

SBL #: \_\_\_\_\_

Note: For more information on security and privacy of information, please read our Privacy Policy at our website [www.nbpower.com](http://www.nbpower.com)