



## Fayetteville Public Works Commission Commercial HVAC Replacement Program Terms and Conditions

### 2023 Commercial HVAC Replacement Program Rules

- Applicant must be PWC non-residential Customer with active electric service in good standing (less than 100kW annual peak load).
- Applicant must be small or medium power non-residential customer (with an annual peak demand of less than 100 kW) and account holder of record where HVAC unit(s) is installed.
- Applicant's PWC account must be current, with active service, and non-delinquent (i.e. no past due balances) at the time the application is processed, or application will be denied. Should the past due balance be rectified within thirty (30) days of date on denial notification, please email [customer.programs@faypwc.com](mailto:customer.programs@faypwc.com) to have your application reviewed again.
- Applicant is eligible for up to **two (2)** qualifying HVAC unit bill credits per service address.
- HVAC unit(s) must meet minimum SEER, EER, and IEER efficiency values.
- Work must be completed by a licensed HVAC contractor.
- Applicant agrees to receive peak notifications as much as six times per month by either text, email, or push notification through the PWC App and limit peak usage when possible for a period no less than **twelve (12)** months.
- Applicant agrees to sign-up on the Fayetteville PWC web portal and download the Fayetteville PWC App prior to application of the bill credit.
- Applicant must submit original or copy of the paid and dated receipt or invoice within **six (6) months** of purchase and installation.
- Applicant must include a copy of the Certificate of Product rating with the application.
- Paid invoices/receipts must clearly identify the equipment and include date of purchase, purchase price, make/model, and quantity purchased. Program application(s) must be complete and include a copy of the purchase receipt(s).
- Qualifying purchase(s) must be new product(s). Resale product(s), new parts installed in existing product(s), or product(s) that are leased, rebuilt, rented, received from insurance claims, received through warranty, or won as a prize do not qualify.
- New construction HVAC(s) do not qualify for bill credit. Installed equipment must be replacing inefficient equipment.
- Qualifying products do not guarantee approval of bill credit. Bill credits are offered on a first-come, first-served basis and are subject to availability of funds.
- Credit(s) is issued as a bill credit(s) to the PWC service account and may take up to ninety (90) days to process.
- PWC reserves the right to verify sales receipts and/or installations of product(s) before issuing bill credit(s).



- PWC is not responsible for lost, damaged, late, illegible, misdirected or postage-due applications.
- Applicant must agree to a possible post-installation audit by a PWC Conservationist Specialist.
- Applicant must agree to Terms and Conditions of this Program.
- Applicant can submit their respective Program application to the follow addresses:

**Email Application to:**

Customer.programs@faypwc.com

**Mail Application to:**

FAYPWC—Marketing/Development E.E. Programs

P.O. Box 1089

Fayetteville, NC 28302

## Disclaimer

PWC reserves the right to reject any application that does not meet all the requirements of this Program. PWC makes no representations or warranties as to the condition, quality, effectiveness, operability or cost of a qualified HVAC(s) subject to this Program. To the extent not prohibited by law, disclaims all express and implied conditions, representations and warranties related thereto, including without limitation, an implied warranty of merchantability or fitness for a particular purpose.

## Limitation of Liability/Release

Applicant understands and agrees that, to the extent not prohibited by law, in no event shall PWC, its officials, officers, employees or agents be liable for any claimed or actual damage or losses of any kind, however caused and regardless of the theory of liability, related in any way to this Program, even if PWC has been advised of the possibility of such damages or losses. To the extent not prohibited by law, applicant assumes all risks associated with this Program, including without limitation, all risks associated with purchase, installation and maintenance of the qualified HVAC(s) subject to this Program, applicant releases PWC, its officials, officers, employees and agents from any and all claims for damage or death or injury to any persons or property arising in any way from this Program.