



Irrigation System Incentive Terms and Conditions

Rebate Overview: Liberty Utilities (New York Water) Corp. (“Liberty”) is implementing an enhanced water conservation program to encourage water saving measures which will consist of a few programs as outlined in its recent rate case (Public Service Commission Case 23-W-0235). One of the customer offerings includes irrigation system incentives, which encourages residential, irrigation, and C&I customers to purchase select irrigation equipment upgrades, including weather-based irrigation controllers, rotating sprinkler nozzles, drip irrigation kits, and rain barrels. In connection with the irrigation system incentives program, this rebate (“Rebate”) is only valid for qualifying equipment purchased on or after April 1, 2024 and is subject to the terms and conditions contained herein.

Application: Customers apply for rebate consideration directly to Liberty. The application and any required documentation must be filled out completely and accurately and must be submitted via email or mail. Details of this Rebate, including Rebate levels, are subject to change or cancellation.

Eligibility: Funds available for Rebates are limited. This Rebate is valid for water Customers in the Liberty territory on a first come, first served basis. To be eligible to participate in the Rebate, Customers must receive service by Liberty.

Approval, Verification, and Inspection: Prior to any payment of a Rebate, Liberty reserves the right to verify sales transactions. Smart Irrigation Controllers, and Rotating Sprinkler Heads must be EPA WaterSense labeled. All Rebate submissions are subject to post inspection.

Required Documentation: The sales receipt/invoice must indicate the equipment type, model number, purchase date, and purchase price. Liberty reserves the right to not pay any Rebate if the application form and all required additional information are not complete and accurate.

Payment: Please allow up to six weeks for processing. Payment processing may be delayed if required documentation or information on the application is incomplete or missing. Please email us at conservation@libertyutilities.com if you have any questions about your rebate.

Tax Liability: Liberty shall not be responsible for any tax liability that may be imposed on the Customer as a result of the payment of a Rebate.

No Endorsement: Liberty does not endorse any manufacturer, Trade Ally, system design or product in promoting this Rebate.

Liability Waiver and Limitation: By executing this application, the Customer voluntarily agrees not to hold Liberty, or any of its affiliates, directors, officers, employees, agents or contractors liable for any illness or injury. To the extent permitted by applicable law, Customer agrees that regardless of the legal theory asserted (including but not limited to breach of contract, warranty, negligence or tort), the liability of Liberty resulting from the Rebate or any party asserting claims on behalf of or in the name of Customer related to the Rebate will not exceed collectively and in the aggregate, for all claims, liabilities, losses, damages or expenses, the value of the Rebate received by the Customer. Further, in no event will Liberty be liable, whether in contract, tort (including negligence), strict liability, warranty or otherwise for special incidental or consequential damages connected with or resulting from participation in the Rebate.

No Warranties: Liberty makes no warranties or representation of any kind, whether statutory, expressed or implied, including without limitation, warranties of merchantability or fitness for a particular purpose regarding the equipment provided by a trade ally or any manufacturer or vendor. Liberty makes no promise or guarantee that the product will result in water savings. Liberty provides no warranties regarding safety, health, or well-being.

Customer Representations, Certifications, and Covenants: Customer certifies that he/she/they has purchased and installed the products listed on the application at the defined location. Customer agrees that all information is true and that he/she/they has conformed to all Rebate and product requirements listed.

Information Release: Customer agrees that Liberty may include Customers name, address, account number, and resulting water savings to Customer in a database hosted by Liberty and that such information may be included in reports or other documentation submitted to the New York Public Service Commission and other governmental agencies. All personally identifiable information will be designated and treated as confidential and shall not be disclosed publicly.

Use of Email Address: Customer acknowledges and agrees that Liberty may contact Customers via email in connection with the Rebate.

Incentive Amounts: The program will provide incentives for approved equipment, equal to the incentive amount indicated in the company's program literature and with the program application. Rebates are not available on refurbished or used equipment. The program reserves the right to change its incentive amounts in addition to negotiating a lower incentive amount. The incentive may not exceed the installed cost of the equipment (excluding any taxes).

