



2020 Commercial & Industrial Program Application for Energy Efficiency Incentives



Hometown savings for
your hometown
business.

This is a great place to call home.
We know your business is a big
part of what makes Marshall
great!

The City of Marshall is here to
help our business customers
save energy, lower their energy
costs and earn valuable cash
incentives just for being
more energy efficient.

The first step? Take a look at this application, then give us a call if you have any questions at 269-781-5183.

When you're ready, your application can be submitted one of three ways:

Email

cramey@cityofmarshall.com

Fax

269.781.3835

Mail

City of Marshall
Energy Optimization
323 W. Michigan Ave.
Marshall MI 49068

City of Marshall Energy Optimization

ph. (269)781-5183

Application

Ready to start your project? Follow these 3 simple steps.



Step #1: Request Pre-Approval

To ensure that your project is eligible and to reserve funds, please complete, sign and submit:

1. The **Pre-Approval Agreement** (found on page 3 of this application), completed and signed, **and**
2. The worksheet(s) that are applicable to your project
3. Estimate(s) with model numbers from your contractor.

Step #2: Complete Your Project

If your project meets the pre-approval criteria, you will receive a letter indicating funds have been reserved. Following the specifications listed in this application, install your equipment within 90 days. All equipment must be installed and operational by December 31, 2020.

Step #3: Get Your Incentive



Once your project is complete, it's time to request your incentive. Within 90 days of project completion, you must submit:

1. The **Payment Approval Agreement** (found on page 4 of this application), completed and signed,
2. The itemized invoice(s) for materials and any applicable external labor costs.
3. Cut Sheets/ specification sheets for installed equipment/lighting

Invoice must include the following information:

- Contractor's name and contact information
- Customer's name and contact information
- Date of invoice
- Line item cost for each product
- Quantities of each product
- Complete product model numbers

Please submit your documents
one of three ways:

FAX
269.781.3835

EMAIL
cramey@cityofmarshall.com

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Pre-Approval Agreement

As described in Step #1 on page 2 of this application, please complete and submit this page, along with the appropriate worksheet(s) and estimates with model numbers from your contractor, before you begin your project. If you plan to install the equipment yourself (as opposed to hiring a contractor to do so), please submit an estimate for the cost of the equipment from a supplier or distributor. If your project meets the pre-approval criteria, you will receive a letter indicating the funds have been reserved. You can then proceed with completing your project, as described in Step #2 on page 2 of this application.

Name of Business		Phone	Email	
Mailing Address		City	State	ZIP Code
Installation Address		City	State	ZIP Code
Annual Hours of Operation	Electric Account Number		Taxpayer ID # (SSN/FEIN or Payee)	
Building Use (Please Check One): <input type="radio"/> Office <input type="radio"/> Retail <input type="radio"/> Warehouse <input type="radio"/> Restaurant <input type="radio"/> Grocery Store/Supermarket <input type="radio"/> Manufacturing <input type="radio"/> Lodging <input type="radio"/> School (K-12) <input type="radio"/> Healthcare Facility <input type="radio"/> Other/Miscellaneous (Specify)				
Name of Supplier/Distributor		Contact Name		
Name of Installing Contractor		Contractor Name		
Address		City	State	ZIP Code
Contractor Phone		Contractor Email		
Certifications and Signature I hereby certify that: 1. The information contained in this application is accurate and complete. 2. All rules of this incentive application have been followed. 3. I have read and understand the Terms and Conditions included with this document. I agree to verification of equipment installation which may include a site inspection by a program or utility representative. I understand that I am not allowed to receive more than one incentive from this program on any piece of equipment. I hereby agree to indemnify, hold harmless and release the utility from any actions or claims in regard to the installation, operation and disposal of equipment (and related materials) covered herein, including liability from any incidental or consequential damages.				
Customer Signature		Print Name		Date Submitted

You can submit
your documents
one of three ways...

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cramey@cityofmarshall.com

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Marshall MI 49068

For Internal Use Only

Date Received	Post Inspection	Incentive Approval	Date Approval
	Post Inspection Required? <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
	Post Inspection Date:	Amount: \$	



Payment Approval Agreement

As described in Step #3 on page 2 of this application, please complete and submit this page, along with your itemized invoice(s), within 90 days of project completion.

Name of Business			
Total Project Cost		Total Incentives Requested	Electric Account Number
Mailing Address		City	State
			ZIP Code
Installation Address		City	State
			ZIP Code
Print Name	Date	Installation Completion Date	
Certifications and Signature I certify that I am an eligible City of Marshall electric utility customer and that the efficiency measures in this application were installed in this facility in 2020. I certify that I have read and complied with the Terms and Conditions of this application. By submitting this application, I understand that this facility may be inspected by employees or contractors/subcontractors of the City of Marshall to verify installation of any and all measures applied for in this application and that the project follows all program guidelines.			
Customer Signature (Must Be Same Person Who Signed Pre-Approval Agreement)			

OPTIONAL: Complete section below **only** if incentive is to be paid to an entity other than the customer.

Make Payable To		Contact Name		Contact Phone	
Mailing Address		City	State	ZIP Code	
Taxpayer ID # (SSN/FEIN or Payee)		Tax Status (Please Check One): <input type="radio"/> Corporation <input type="radio"/> Tax Exempt <input type="radio"/> Individual <input type="radio"/> Other:			
Print Name			Date		
Certifications and Signature I am authorizing the payment of the incentive to the third party named above, and I understand that I will not be receiving the incentive payment. I also understand that my release to a third party does not exempt me from the program requirements outlined in the Terms and Conditions.					
Customer Signature (Must Be Same Person Who Signed Pre-Approval Agreement)					

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Lighting Worksheet (one-for-one-unit replacement)

All lighting projects are required to comply with the IESNA recommended lighting levels or local code.

Measure	Specs	Quantity	\$ / Unit	Total
Screw-In Lamps				
LED Lamp (replacing 1-49W incandescent)	Replace an incandescent or CFL lamp with ENERGY STAR LED lamp		\$3 / Lamp	
LED Lamp (replacing 50-100W incandescent)			\$3 / Lamp	
LED MR16/ PAR/BR Lamp			\$4 / Lamp	

Interior Fixtures				
LED Fixture	Replace incandescent lamped fixture with Energy Star LED fixture.		\$10 / Fixture	
LED Exit Signs	Replacement or retrofit of an incandescent or fluorescent exit sign with LED.		\$12.50 / Fixture	

Interior Linear Fluorescent Custom Lighting
 Incentives are eligible for replacement of interior linear fluorescent fixtures/retrofits. **Incentives are \$0.05/kWh and \$0.07/kWh for LED.**
 *Payback Period must be greater than or equal to one (1) and less than or equal to eight (8) years to receive the incentive.
 All new fixtures and retrofits must be ENERGY STAR®, Design Lights Consortium®, or CEESM listed.

Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
<input type="checkbox"/> Check here if proposed fixture(s) are LED.	Annual Operating Hours:	
Total:	Watts Saved:	Incentive:
Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
<input type="checkbox"/> Check here if proposed fixture(s) are LED.	Annual Operating Hours:	
Total:	Watts Saved:	Incentive:

Standard Wattage Table			
Existing 4 Foot Linear Fluorescent Fixtures			
	T8 F32	T12 F40 34W Mag	T12 F48 40W Mag
1 Lamp	30	43	51
2 Lamp	59	72	82
3 Lamp	88	115	133
4 Lamp	115	144	164

Standard Wattage Table				
Existing 8 Foot Linear Fluorescent Fixtures				
	T12 Mag (60W lamp)	T12 Mag STD (75W lamp)	T12 Mag (95W lamp)	T12 HO Mag STD (110W lamp)
1 Lamp	75	-	112	-
2 Lamp	128	173	227	257

Measure	Specs	Quantity	\$ / Unit	Total
LED Linear Tube Retrofits				
Permanent Lamp Removal	Permanently removing as part of a retrofit project		\$1/ Lamp	
2-3' T8/T12 converted to one LED linear tube	Must be "Design Lights Consortium" (DLC) Certified to qualify for incentives.		\$4 / Lamp	
4' T5/T8/T12 converted to ONE 4' LED linear tube			\$4 / Lamp	
8' T8/T12 converted to two 4' LED linear tube			\$5 / Lamp	
8' T8/T12 HO converted to two 4' LED linear tube			\$5 / Lamp	

Prescriptive Lighting Worksheet (one-for-one-unit replacement), continued

All lighting projects are required to comply with the IESNA recommended lighting levels or local code.

High-Intensity Discharge (HID) Lighting Replacement- INTERIOR LIGHTING ONLY		
Incentives are eligible for replacing HID fixtures (Metal Halide, Mercury Vapor, High/Low Pressure Sodium) with High Bay Linear Fluorescent (T5/T8), Induction or LED. Existing wattages Usage must come off of the Standard Wattage Table below. Incentive is \$0.20 per Watt Reduced.		
Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
Total: Watts Saved:		Incentive:
Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
Total: Watts Saved:		Incentive:

Standard Wattage Table					
Existing	Input	Proposed	Input	Proposed	Input
HID 50W	61	F32T8 4 lamp	115	Induction 50W	54
HID 70W	89	F32T8 6 lamp	224	Induction 80W	86
HID 100W	120	F32T8 8 lamp	299	Induction 100W	105
HID 150W	174	F32T8 10 lamp	366	Induction 1200W	126
HID 175W	194	F32T8 12 lamp	448	Induction 150W	158
HID 200W	230	T5HO 4 lamp	243	Induction 200W	210
HID 250W	290	T5HO 6 lamp	365	Induction 250W	263
HID 400W	455	T5HO 8 lamp	486	Induction 300W	320
HID 750W	850	T5HO 10 lamp	608	Induction 400W	440
HID 1000W	1080	T5HO 12 lamp	730		

EXTERIOR Lighting				
Incentive is available for the replacement of an exterior HID fixture with an Induction, or LED fixture. Incentives are based on the wattage savings per fixture. Incentives are separated by fixtures that operate 24/7 (8,760 hours annually) and fixtures that operate less than 24 hours per day. Existing wattages must come from the Standard Wattage Table listed above.				
Dusk to Dawn Exterior Fixtures HID exterior fixtures replaced with LED	Existing:	Wattage:	\$0.20/ watt reduced	Incentive:
	Proposed:	Wattage:		
24/7 Exterior Lighting Fixtures	Existing:	Wattage:	\$0.20 / watt reduced	Incentive:
	Proposed:	Wattage:		



Controls Worksheet

Measure	Specifications	Quantity	\$ / Unit	Total
HVAC Controls				
Programmable Thermostat (Gas Heat)	Must control central AC and replace a non-programmable thermostat.		\$15 / Unit	
Building Temperature Controls	Must control central AC and replace a non-programmable building management system. The new system must offer time of day controls and a minimum temperature setback of 8 degrees (heating/cooling).		\$35 / 1,000 sq. ft	
Optimized Snow melt Control	Enhance snow and ice melt controls without idle mode.		\$9 / 1000 sq. ft	
Occupancy Sensor Control for HVAC	Installation of new controls to an existing EMS system which automatically switched the HVAC system to occupied and unoccupied mode based on occupancy sensors.		\$20 / 1,000 sq. ft	
Constant Volume AHU to VAV	Converting constant volume air handling system to a variable air volume. Must have reheat and supply at least four zones.		\$350 / 1,000 sq. ft	
Air Side Economizer	Available for air handling units supplying air conditioning which have inoperable economizer controls.		\$10 / 1,000 sq. ft	
Critical Zone Reset Control	Available for existing VAV air handling systems which add critical zone reset (static pressure reset) controls. At a minimum, airflow at each VAV box must be monitored and adjust control sequences must be in accordance to ASHRAE 90.1.		\$15 / 1,000 sq. ft	
Hotel GREM Controls - A/C with Electric Heat	For sensors which automatically control HVAC equipment. Incentive is for new controls only and is offered per room installed.		\$55 / Unit	
Hotel GREM Controls - A/C with Gas Heat			\$10 / Unit	
Lighting Controls				
Occupancy Sensors which control ≤ 500W	Sensors which automatically turn lights on when occupancy is detected and automatically turn lights off when no movement is detected after a set length of time. Cannot be used in conjunction with instant start ballast.		\$20 / Sensor	
Occupancy Sensors which control > 500W			\$40 / Sensor	
Daylight Harvesting Sensor	The controls can be on/off, stepped or dimming and must vary the light output based on the level of sunlight received. The floor plan and control schedule must be submitted. Cannot be used with occupancy sensor.		\$0.09 / sq. ft	
Central Lighting Control	For systems that utilize building automation to control the lights based on a set schedule. Incentive for occupancy sensors or daylight sensor controls cannot be received on the same fixtures. Control schedule and floor plans must be submitted.		\$0.06 / sq. ft	
Variable Frequency Drives (VFD)				
Drives must be used in pumping or air handling applications related to HVAC or for process pumping applications. VFDs must be automatically controlled by a variable signal and have load diversity that will result in savings through motor speed variation. Redundant unit, back-up units and replacements of existing VFDs do not qualify. For the HVAC Fan and HVAC Pump incentives, the motor size must be ≤ 100 HP and the annual hours must be > 1,800 hours. For the Process Pump incentive, the motor size must be ≤ 50 HP and the annual hours must be > 2,000 hours.				
VFD Application (HVAC Fan, HVAC Pump or Process Pump)	HP	Incentive Per HP	Quantity	Incentive Total (HP x Incentive x Qty)
		\$50.00 / HP		
		\$50.00 / HP		
		\$50.00 / HP		



Compressed Air Worksheet

Measure	Specs	Quantity	\$ / Unit	Total
Compressed Air Equipment				
VSD Air Compressor (< 301 HP)	Replacement of constant speed compressor with rotary screw compressor controlled By a VSD.		\$100 / HP	
Refrigerated Cycling Thermal Mass Air Dryer	Available for replacing a non-cycling refrigerated air dryer with a cycling refrigerated dryer of equal capacity.		\$1 / SCFM	
Variable Speed Air Dryer			\$1.50 / SCFM	
Engineered Nozzles	A new compressed air nozzle installed on an open pipe or tube.		\$100 / Nozzle	
Flow Controller	The actual air compressor discharge pressure set point must be reduced by 5 psi; must be a minimum of 50 horsepower.		\$1.50 / HP	
Desiccant to Refrigerated air dryer	New externally heated or blower purge air dryer replacing a desiccant dryer. Not allowed on inlet modulating compressors.		\$4 / SCFM	
Heat of Compression Air Dryer	Waste heat from oil-free air compressor used to regenerate desiccant dryer		\$4 / SCFM	
Compressed Air Storage Tank			Existing system must have less than 3 gal/cfm of storage. New tank must offer >5 gal/cfm of storage	
Variable Displacement Air Compressor	New variable displacement screw compressor replacing a screw compressor with modulated or load/no load control.		\$35 / HP	

Compressed Air Energy Audit and Leak Reduction

Incentives are available for **the repair of a minimum of 50% of leaks documented in a leak audit** of a compressed air system which was performed by a qualified, independent contractor. The leak repairs can be completed by the customer or the contractor. The customer is responsible for presenting pre-approval evidence for needed leak repairs through a qualified compressed air audit and a spreadsheet which details each leak location, estimated leak volume and date of inspection. Upon completion of project, customer is responsible for presenting evidence of completed leak repair through leak repair tags and a spreadsheet detailing location, date of repair, leak volume repaired and person who completed each repair. Leak repair tags are expected to be left in place for a minimum of 30 days should a program personnel request a site visit for a post inspection and repair verification. No leak reduction repairs can be started before written pre-approval is received.

Project Completion Results (must be accompanied by spreadsheet detailing repairs and final invoicing) \$15/HP INCENTIVE			
Leak Detection Method:	Average SCFM:	Leaks Repaired (SCFM):	
Reduction in Leak (%):	Final Audit/Repair Cost:	Estimated Incentive:	



Mechanical Worksheet

Measure	Specs	Tons	Quantity	\$ / Unit	Total
Central Packaged/Split System Replacement					
Air Conditioning/ Heat Pump	All Sizes			\$25/ (Ton x Qty)	

Measure	Specs	Tons	Quantity	\$ / Unit	Total
HVAC Chiller Replacement					
Air-Cooled	All Sizes			\$25 / Ton	
Water-Cooled	All Sizes			\$25 / Ton	
Air- and Water-Cooled Chiller Tune-Up	Chiller must be >20 Tons. Eligible every 2 years.			\$100 / Unit	

Measure	Specs	Quantity	\$ / Unit	Total
Miscellaneous Equipment				
High-Frequency Battery Charger (Fork Lifts Only)	Minimum power conversion efficiency of 92%. Must replace either an existing Ferro resonant or a silicon-controlled rectifier (SCR) charger.	Qty:	\$100 / Unit / Shift	
		# of Shifts:		
Photovoltaic System	For information/details, please contact us by calling 269.781.5183 or by email at ERICE@cityofmarshall.com		\$100 / KW	



Commercial Kitchen / Retail Worksheet

Measure	Specs	Quantity	Product Information	\$ / Unit	Total
Commercial Kitchen Systems					
ENERGY STAR® Steam Cooker	ENERGY STAR		# of pans:	\$500 / Unit	
ENERGY STAR Comm. Refrigerator Door Check one: <input type="radio"/> Solid Door <input type="radio"/> Glass Door	ENERGY STAR		ft ³	\$100 / Unit	
ENERGY STAR Comm. Freezer Door Check one: <input type="radio"/> Solid Door <input type="radio"/> Glass Door	ENERGY STAR		ft ³	\$100 / Unit	
ENERGY STAR Ice Machine	ENERGY STAR			\$150 / Unit	
ENERGY STAR Commercial dishwasher	ENERGY STAR			\$200 / Unit	
ENERGY STAR Hot Holding Cabinets	ENERGY STAR			\$150 / Unit	

Measure	Specs	Quantity	\$ / Unit	Total
Commercial Refrigeration Systems				
LED Grocery Case Lighting	Replace T12 or T8 with LED lighting.		\$30 / Door	
Occupancy Sensor for LED Case Lighting	Sensors which automatically turn on LED cooler lighting when motion is detected.		\$10 / Door	
Walk-In or Case Cooler/Freezer ECM	Replacement of PSC or shaded pole motors with an ECM motor.		\$30 / Motor	
Cooler Strip Curtains	Installation of new curtains isolating a cold storage area.		\$5 / ft ²	
Freezer Strip Curtains	Installation of new curtains isolating a freezer storage area.		\$20 / ft ²	
Cooler/Freezer Door Gaskets	Installation of new gaskets to reduce air infiltration on a cooler or freezer door.		\$2 / Foot	
Cooler Night Covers	Vertical covers designed for refrigerated display cases. Incentive is based on linear length of cooler and the time per day covers are used.	Ft	Hr.	\$1 / Foot / Hour
Anti-Sweat Heater Controls	Controls which monitor relative humidity and turn off anti-sweat heaters when appropriate.		\$80 / Door	

Measure	Specs	Quantity	\$ / Unit	Total
Miscellaneous Equipment				
Vending Machine Controller (For Cold Beverage Machines)	Retrofitting existing vending machines with beverage vending machine controllers. Must include a passive infrared occupancy sensor to turn off fluorescent lights and vending machine systems when surrounding area is unoccupied for 15 minutes or longer. Control logic should power on the machine at a minimum of every 2 hours to maintain proper product temperature.		\$40 / Unit	
Energy Star Hand Dryers	Hand Dryers in Restrooms.		\$25 / Unit	



Custom Worksheet

These incentives are available to customers for energy-saving measures that are not covered by the prescriptive portion of the program. Custom incentives are based on the first-year energy (kWh) savings.

When applying for pre-approval of a custom project, you must submit the following items: <ol style="list-style-type: none"> 1. Completed and signed Pre-Approval Agreement (page 3) 2. Completed Custom Worksheet (below) 3. Itemized quote/proposal for all related materials and any external labor 4. Manufacturer's specification sheets for all equipment 5. Custom calculations detailing the estimated energy savings 	Custom Incentive Rate \$0.07 / kW
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Custom Project – Item 1		
Before Retrofit	After Retrofit	Electric Rate (\$ / kWh):
		Calculated Annual kWh Savings:
		Measure Cost:
		Payback Period*:
		Calculated Incentive:

Payback period must be greater than or equal to one (1) and less than or equal to eight (8) years to qualify for incentive.

Payback period= Incremental Measure cost / (annual kWh Saved x Electricity Rate)

Custom Project – Item 2		
Before Retrofit	After Retrofit	Electric Rate (\$ / kWh):
		Calculated Annual kWh Savings:
		Measure Cost:
		Payback Period*:
		Calculated Incentive:

Total Custom Measure Cost:	\$
Custom Worksheet Incentive TOTAL: (Cannot exceed 50% of the total custom project cost)	\$



Terms and Conditions

1. **Eligibility:** These incentives are offered by the City of Marshall to commercial and industrial electric customers installing energy efficient equipment only. Offer is good while funds are available and is on a first come-first served basis. For questions regarding eligibility, call 269-558-0329.
2. **Incentive Offer:** Energy efficient equipment subject to incentive from the City of Marshall must be installed and operational by December 31, 2020. Additionally, invoice(s) related to the equipment upgrade must be submitted to the City of Marshall within 90 calendar days of installation (completion) and no later than December 31, 2020. Please keep a copy for your records. Incentives are calculated based on prescriptive incentive rates and shall not exceed the total cost of equipment, labor, and other associated project costs.
3. **Project Documentation Requirements:** Customer will have to provide the City of Marshall with the documentation as listed in the instructions (page 2). If Customer does not provide the required project documents to the City of Marshall at pre-approval and payment stages, the project may be disqualified from the program. The project may also be disqualified if pre-approval is not received, unless otherwise noted on the application.
4. **Energy Efficiency Improvement Qualifications:** Increased energy efficiency resulting from peak shaving, demand limiting, or operating schedule changes does not qualify. To qualify, lighting equipment must have a planned minimum usage of 1,800 hours per year. Non-lighting equipment must have a planned minimum usage of 1,500 hours per year. If Customer's equipment does not meet required usage hours per year, an incentive cannot be offered. If Customer has questions or concerns about above qualifications, Customer may contact the City of Marshall's Electric Director to discuss.
5. **Incentive Limit:** Prescriptive project applications may receive or cumulate a maximum of \$10,000 per electric meter each calendar year. Incentives for measures can be up to the purchase price of a specific measure but shall not exceed the incentives set by the City of Marshall for each measure on the application Worksheet(s). Custom project application may receive a maximum incentive of \$10,000 per electric meter each calendar year. Custom incentives are limited to 50% of the total project cost.
6. **Compliance:**
 - a. All projects must comply with applicable federal, state and local laws.
 - b. All equipment must be new or retrofitted with new components.
 - c. The purchase and installation of used equipment is not eligible for incentives. Existing equipment must be removed and/or permanently disconnected.
 - d. Equipment must meet specification requirements as defined in application Worksheets and Equipment Guidelines.
 - e. All projects must be retrofit / replacement installation in an existing building (not available for new construction).
7. **Payment:** Incomplete applications will either delay payments or result in denial of application approval. The City of Marshall reserves the right to refuse payment and disqualify Customer from participating in the program if the customer or their contractor violates any program Terms and Conditions. The qualified equipment must be installed and operating for the rated life of the product(s) or for a period of three (3) years from receipt of rebate, whichever is more. If the qualified equipment is removed or replaced with less efficient equipment, or if Customer ceases to be a customer of the City of Marshall during the three (3) years, Customer shall refund a prorated amount of rebate dollars based on the time installed within thirty (30) days of receipt of notice from the City of Marshall.
8. **Inspection:** The City of Marshall staff will conduct inspection(s) of the project site to survey existing conditions and/or newly installed equipment.
9. **Publicity:** The City of Marshall reserves the right to publicize Customer's participation in this program, unless Customer specifically requests in writing otherwise.
10. **Program Discretion:** Incentives are available on a first-come, first-serve basis. Incentive amounts and offerings are subject to change and/or termination without notice and at the discretion of the City of Marshall.
11. **Disclaimers:** The City of Marshall:
 - a. does not endorse any particular manufacturer, product, labor or system design by offering this program;
 - b. is not responsible for any tax liability imposed on the customer as a result of the payment of incentives.
 - c. does not expressly or implicitly warrant the performance of installed equipment or contractor's quality of work (contact your contractor for detailed warranties);
 - d. is not responsible for the proper disposal/recycling of any waste generated as a result of this project;
 - e. is not liable for any damage caused by the installation of the equipment and/or for any damage caused by the malfunction of the installed equipment.
12. **Indemnification:** Customer shall, to the fullest extent permitted by law, indemnify and hold harmless the City of Marshall and their officers, agents and employees harmless from and against all losses and litigation expenses arising out of or resulting from the performance of work hereunder and caused, in whole or part, by any act or omission of Contractor. The City of Marshall shall further be entitled to all cost (which include both internal and external) incurred in the process of enforcing this or any other provision under this Agreement. This provision is not intended and is not to be construed as a waiver of the defense of governmental immunity otherwise available nor is it construed as a waiver of the defense of governmental immunity otherwise available nor is it intended to grant third party beneficiary status to any person or entity.
13. **Governing Law:** This agreement is construed in accordance with Michigan law, without regard to conflict of laws, provisions, and venue is in Calhoun County, Michigan.
14. **Intellectual Property:** No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted to contractor and/or subcontractor except as expressly provided under these Terms. Contractor and/or subcontractor will not register or use any mark and/or internet domain name that contains any City of Marshall intellectual property.