



# Safe Installation of Energy-Efficient Propane Appliances Program *2012 Rules and Definitions*

The purpose of this program is to establish a consumer education and reimbursement program for the safe installation of new propane water heaters, vented residential garage heaters, direct vent or B-vented fireplaces and furnace/boilers for purchasers of eligible new propane appliances. The following sections outline the eligibility requirements for equipment, consumer applicants; application requirements; administrative procedures and other program terms.

Funding for this program is made available by Illinois Propane Education & Research Council and is administered by the Illinois Propane Gas Association. Application for this program will be accepted for consideration from January 1, 2012 to December 31, 2012. This program will only be offered as long as funds are available: the IPGA reserves the right to suspend the program at any time it determines funds are being exhausted.

The IPGA has a maximum of 90 days to process eligible applications.

- (1) **Applicant** -- A consumer, licensed builder or sales agent for a licensed manufactured home dealer who has submitted a complete and timely application. Applicants have no legal right or other entitlement to receive payment under this program, and receipt of a complete and correct application does not bind the IPGA to approve payment to any applicant.
- (2) **Application** -- The set of forms prescribed by the IPGA for the purpose of applying for and/or assigning a reimbursement, including all required supporting documentation. All applications are considered on a first-come, first-served basis according to the dates of completeness and the postmark date of a mailed application or the date a hand-delivered application is stamped at the IPGA office at 5240 South Sixth Street Rd, Springfield, IL 62703-5128.
- (3) **All applications must be received or post-marked by January 14, 2013 to qualify for 2012 funding.**  
(EXAMPLE: the installation is made on December 20, 2012; the application **MUST** be postmarked by January 14, 2013.)
  - a. This supporting documentation must include the application and copies of receipts/invoices for the new propane appliance showing both the purchase cost and that the appliance was purchased no more than six (6) months prior to the system inspection date, and within 60 days after the system inspection date performed by an authorized propane marketer, or before the end of the program; whichever comes first.
  - b. No application will be considered complete until all supporting documentation has been received. Applicants will have 30 days from the date the IPGA sends notice to correct any errors or omissions on the application. If a complete, correct application is not received by the IPGA within 30 days after notice has been sent, the application shall be null and void. The application will not be kept on file.
- (4) **Eligible equipment** -- A new propane water heater, vented residential garage heaters, direct vent or B-vented fireplace or furnace/boiler (*must be a ducted unit*) approved by the IPGA that achieves energy conservation and efficiency or improves air quality in the State and was purchased no more than six (6) months prior to the safety inspection date.
- (5) **Eligible installation** -- The installation must utilize propane gas provided by an authorized Illinois propane marketer, only the dealer providing said propane may participate in the application process.
  - a. The initial installation of eligible new equipment that takes place on property owned by the applicant or in a newly manufactured home that is set in a permanent location. The installation must occur within the normal living space; garages, sheds, barns, shops or other attached or unattached buildings.
  - b. The installation replaced an existing electric, fuel oil, natural gas or propane water heater, fireplace or furnace/boiler; or occurred in new construction or new manufactured home.
  - c. A system inspection of the eligible appliances has been performed and documented by the propane marketer.
  - d. Installations performed on motor vehicles, travel trailers, mobile homes, manufactured homes or other buildings that are not permanently installed are not eligible under this program.
  - e. There may be no more than one application submitted for each eligible installation.
  - f. An applicant may apply for a maximum of \$450.00 per installation address per year.
- (6) **Propane Marketer** -- A person who:
  - (A) operates or manages a retail business in Illinois, including any branch outlet or outlets, that deliver odorized propane, in bulk, to consumers;
  - (B) has completed and submitted the form prescribed by the IPGA for dealer participation in the program;
  - (C) is a regular supplier or a potential regular supplier of propane to an applicant.
  - (D) a marketer that has paid the IL PERC and PERC assessments.
- (7) **System inspection**--An on-site documented system inspection must be completed, which includes the name and signature of the person conducting the system inspection and completing the system information on the application.
- (8) **Manufactured Home dealer**-- A person who:
  - (A) operates or manages a retail business, including any branch outlet or outlets, that is licensed by the state of Illinois to sell manufactured homes approved by all applicable state and federal laws.
- (9) **Manufactured Home Sales Agent**--a person engaged in the sale of newly constructed manufactured homes from a licensed Illinois manufactured home dealer.



### Conditions of Receipt of Reimbursement

The application forms prescribed by the IPGA shall include conditions that the applicant agrees:

- (1) To practice environmentally-sound operating principles;
- (2) Not to modify the equipment for a period of five years from the date of installation in any way that would materially impair the equipment's performance with respect to energy conservation, energy efficiency or air quality;
- (3) Not to remove the equipment from this state;
- (4) Not to remove eligible equipment permanently from service for a period of five years from the date of installation; and
- (5) Allow IPGA inspection of the installation or to respond accurately to an IPGA verification survey or questionnaire, or both.

### Selection of Equipment and Installer

Selection of eligible equipment and an installer is solely the responsibility of the consumer or builder. The IPGA will not recommend equipment, dealers or installers.

### Reimbursement Amount, Minimum Efficiency Standard or Performance Standard

- (a) The IPGA shall establish the reimbursement amount and may establish a minimum energy efficiency factor or other performance standard, as applicable, for an eligible installation. The IPGA may change this amount or performance standard at any time. If the IPGA changes the amount or performance standard, an applicant whose application is approved will receive the amount that is in effect for the eligible installation at the time of approval of the application.
- (b) In setting the amount or the performance standard, the IPGA may consider any or all of the following:
  - (1) Availability of funds;
  - (2) Dealer participation;
  - (3) Consumer acceptance;
  - (4) Administrative cost; and
  - (5) Energy-conservation, energy-efficiency, or air-quality benefits.

### Verification; Safety; Disallowance; Refund

- (a) Upon reasonable notice and at any reasonable time, an inspector, employee or agent of the IPGA may enter premises where an eligible installation has taken place, to verify compliance with the requirements of the program and/or IPGA LP-gas safety rules. The IPGA may perform such inspection prior to approving payment.
- (b) Either in addition to or instead of verifying compliance by inspection of premises where an eligible installation has taken place, the IPGA may verify compliance by surveys or questionnaires conducted by telephone, mail or electronic media. The IPGA may direct the surveys or questionnaires for any particular eligible installation to the propane dealer, the consumer or both.
- (c) No payment will be made for any installation found to be out of compliance. If an installation found to be out of compliance is not brought into compliance within 30 days, the payment will be disallowed.
- (d) If an installation is found not to be in compliance after payment, the consumer shall have 30 days to bring the installation into compliance. If the installation is not brought into compliance at the end of 30 days, the consumer shall refund the full amount of the payment to the IPGA.

### Assignments

Reimbursements cannot be assigned. Reimbursements can only be made to the applicant.

### Compliance

- (a) An applicant or propane dealer may be suspended from or declared ineligible to participate in the program if, in the judgment of the division director, the applicant or dealer has submitted false information or otherwise violated program rules.
- (b) Within 30 days after the IPGA mails a notice of suspension or ineligibility to an applicant or propane dealer, the applicant or propane dealer may appeal the suspension or declaration of ineligibility in writing to the IPGA. Actions taken by the IPGA with respect to such appeals are final.

### Complaints / Denials

- (a) Any person may file a complaint about an applicant, a propane dealer or another person regarding alleged violations of the program rules. Complaints should be sent in writing to the Illinois Propane Gas Association, 5240 South 6<sup>th</sup> Street Road, Springfield, IL 62703.
- (b) Complaints that an installation does not comply with the IPGA's LP-gas safety rules should be sent in writing to the IPGA at the same address.
- (c) The IPGA reserves the right to deny any application that fails to fulfill the criteria set forth in the rules. A formal appeal of a denial may be filed, in writing, to the IPGA Consumer Awareness Committee at 5240 South Sixth Street Road, Springfield IL 62703.

### Penalties

Violations of the IPGA Safe Installation of Energy-Efficient Propane Appliances Program rules are subject to civil and criminal prosecution and penalties prescribed under Illinois State law.

### Limitations of Liability

To the extent allowed by local law, in no event shall the IPGA be liable for direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory and whether advised of the possibility of such damages.

a. All products are mechanical devices that will eventually become inoperative due to wear, corrosion, and aging. The environment and conditions of use will determine the safe service life of these products. Periodic inspection and maintenance are essential to avoid serious injury and property damage.

b. Many products are manufactured for storage, transport, transfer and use with toxic flammable and dangerous liquids and gases. Such substances should be handled by experienced and trained personnel only, using accepted governmental and industrial safety procedures. Never vent LP-Gas near any possible source of ignition.