

## Commercial Prescriptive Program Eligibility Requirements and other Terms and Conditions

- 1. ELIGIBILITY:** O&R's Commercial & Industrial offers incentives to non-residential electric customers who contribute to the System Benefits Charge (SBC). The SBC is a New York mandated fund for initiatives focused on environmental and other public policy programs such as energy efficiency. Incentives are available to Property Owner /Lease Holder (tenant)/Property Manager, for the purchase and installation of energy efficiency measures at the location where the qualifying project is to be installed. O&R will not offer financial incentives and/or rebates for the same eligible measure to those customers who have received financial incentives or rebates from O&R, NYSERDA and/or another electric utility.
- 2. GENERAL APPLICATION AND REBATE FORMS:** Eligible customers must complete a completed General Application along with the corresponding rebate forms for all Prescriptive Measures and proposed Custom Projects. Rebate forms may be photocopied if additional sheets are needed.
- 3. PRESCRIPTIVE APPLICATIONS:** For Prescriptive Measures, O&R will review the General Application and applicable rebate forms to determine eligibility. Completed applications with completed accompanying forms and original receipts for measures that meet all eligibility requirements will receive a rebate check from O&R per the prescriptive rebate schedule. Pre-approval of all VSD projects is required.
- 4. APPLICATION REVIEW AND INSPECTIONS:** O&R will review all applications and accompanying rebate forms for eligibility, completeness and accuracy. As part of its review, O&R may conduct on-site inspections of a facility's existing equipment and systems as well as the newly installed equipment and systems.
- 5. QUALIFYING PRESCRIPTIVE MEASURES:** Qualifying prescriptive measures are identified on the enclosed individual rebate forms. Minimum efficiency requirements and prescriptive rebate amounts can be found on the Unitary Air Conditioner/Heat Pump Form, Variable Speed Drives (VSD) Form, and the Lighting Fixtures and Controls Form. VSD installations must be pre-approved by O&R.
- 6. QUALIFYING CUSTOM/VSD PROJECTS:** Qualifying Custom Projects are projects eligible for incentives including electric energy efficiency measures not identified as prescriptive and are site-specific custom energy efficiency measures. All Qualifying Custom/VSD Projects must be reviewed and pre-approved by Orange & Rockland. Orange and Rockland's pre-approval consists of a review all project documentation, determination of project eligibility, and an on-site pre-inspection. O&R will review all documentation to determine reasonableness of project savings and costs. All Custom/VSD projects must be pre-inspected prior to project equipment installation. O&R will send a letter to all Custom/VSD Applicants approving or rejecting each project. Custom/VSD projects may not be eligible for a rebate if efficiency equipment or services are purchased and/ or installed prior to O&R's notification of pre-approval.
- 7. CUSTOM REBATE AMOUNTS:** Custom rebate amounts will be determined by project based on the information found in the Custom Application Form and any additional information that O&R may request in order to determine project eligibility. O&R will determine project eligibility and rebate amounts based on the Custom Project's estimated energy and demand savings, installation costs, and customer payback. Detailed descriptions of the existing system, proposed project, and baseline system should be provided with the Custom Application.

## Commercial Prescriptive Program Eligibility Requirements and other Terms and Conditions

8. **CUSTOM PROJECT INSTALLATION TIME LIMITS:** Installation time limits will be stated in the pre-approval letter. For most projects, O&R will allow six months from the date of the pre-approval letter to complete installation. Additional time may be allowed if requested for projects requiring longer lead times for purchase or installation. Failure to meet approved deadlines may result in denial of rebate payments. O&R may elect to conduct an on-site inspection to check the progress of any installations. O&R reserves the right to modify the rebate amount stated.
9. **FINAL INSPECTION AND REBATE PAYMENT:** For Custom Projects, customers must notify O&R when the Custom Project is complete and submit original invoices specifying the quantity and cost of all equipment and materials purchased and installed, labor costs, and applicable taxes. O&R, in its sole discretion, will schedule and conduct a post installation inspection, which may include spot checking of closed-in areas. For Prescriptive Measures and Pre-Approved VSD Projects that meet all eligibility requirements set forth on the applicable rebate forms, O&R may elect to conduct an on-site inspection to verify the energy efficient equipment has been installed before rebate checks are issued. For Custom Projects the actual rebate amount will be determined based on the post-inspection and original invoices and may vary from original estimates. Rebate checks will be sent approximately six weeks after receipt of all proper invoices and verification of all installations.
10. **CUSTOMER CONFIDENTIALITY:** Customer agrees that O&R may provide customer information including customer name, account number, electric and/or gas consumption data and electric and/or gas energy savings to its third party evaluation contractor for program evaluation purposes. The evaluation contractor has agreed to keep customer information confidential. Customer information may also be provided to the New York State Public Service Commission.
11. **TAX LIABILITY/CREDITS:** O&R is not responsible for any taxes which may be imposed on the customer or business as a result of projects installed under this program. The customer's tax advisor should be consulted about the taxability of the rebate or availability of any tax credits. Each customer must provide a valid Federal Tax I.D. number and W-9.
12. **DISPUTE RESOLUTION:** O&R will have sole discretion to decide the final resolution of any issues including but not limited to energy savings, projects, eligibility or rebates.
13. **PROGRAM CHANGES:** O&R reserves the right to change, modify, or terminate this program at any time without any liability except as expressly stated herein.
14. **PROGRAM EXPIRATION:** December 31, 2017 or until funds are depleted or the program is terminated, whichever comes first.
15. **DISCLAIMER:** O&R makes no representations or warranties, express or implied. Further, O&R does not guarantee that implementation of energy-efficient measures or use of the equipment purchased or installed pursuant to this program will result in energy cost savings. Accordingly, O&R recommends that all customers consider engaging fully qualified engineers or other qualified consultants to evaluate the risks and benefits, if any, of such implementation and its impact on energy consumption, cost savings, or operation of customers' facilities.

## Commercial Prescriptive Program Eligibility Requirements and other Terms and Conditions

16. **INSTALLATION REQUIREMENTS:** All work must be in full compliance with the requirements of applicable laws, rules and regulations of authorities having governmental and regulatory jurisdiction. Additionally, where required, work must be performed by New York State qualified, insured and licensed contractors. The proposed equipment specified on the application must have UL and/or ETL classification and installation must uphold these listings and be in accordance with manufacturer's recommendations.

17. **REMOVAL OF EQUIPMENT:** The applicant agrees, as a condition of participation in the program, to remove and dispose at its sole cost and expense any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules and regulations.