



## **Non-Residential Building Optimization Program Terms and Conditions**

These terms and conditions apply to the Non-Residential Building Optimization Program (“Program”). The Program has been approved by the Virginia State Corporation Commission.

Any reference in these documents to “Dominion,” “Dominion Energy,” or “Dominion Energy Virginia” should be read as a reference to Virginia Electric and Power Company d/b/a Dominion Energy Virginia, as well as its authorized agents and contractors.

The Building Optimization program offers eligible Dominion Energy Virginia customers incentives for control system audits and ‘tune-up’ measures in facilities with Building Energy Management Systems.

### **Enrollment Qualifications and Requirements for Participation**

1. Service must be performed on or after January 1, 2022.
2. Program participant must be a Dominion Energy Virginia non-residential customer (“Customer”) who is not exempt by statute, not under special contract, is responsible for the electric bill, and has not elected to opt-out of paying the DSM rider.
3. Program participant must be a Dominion Energy Virginia non-residential customer who is the owner of the facility or reasonably able to secure permission to complete measures
4. Customer is eligible for more than one rebate per location during the Program time period, except as stated below.
5. Customer who has previously received a rebate for any of the measures in the Program is not eligible to receive another rebate for installing the same measure on the same equipment/system that previously received an incentive.
6. Work must be completed by a participating contractor that is in Dominion’s network for this Program when the work begins.
7. Dominion and/or its designees including Program administrators and evaluation contractors reserve the right to review installations to verify completion and measure energy savings to ensure compliance with all Program requirements. Such reviews will be made at a time convenient to the applicant. Denial of such verification or misrepresentation of installation location or measure eligibility may result in forfeiture of the rebate.
8. Service must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
9. The Customer understands that they may be contacted by Dominion via survey or questionnaire to provide feedback regarding Customer satisfaction with the Program.

### **Process and Payment**

1. Customer must complete the Customer Eligibility Form prior to completing a Program audit. The audit must be conducted by a participating contractor within 75 days after program participation is reviewed and confirmed.
2. Customer may be eligible to receive reimbursement to cover a portion of the audit cost if the minimum criteria are met. Additionally, all projects recommended in the audit must be completed within 12 months in order to be eligible for project incentives.
3. Rebate payments will be capped at a maximum limit of 75% of Customer’s total invoice amount based on the eligible incentives on Customer’s rebate application.
4. An initial assessment must be completed and submitted for all projects before the work can be initiated.

5. Once the project has been reviewed, Customer will receive an Application Packet confirming that the project has been reviewed with the amount of rebate incentive reserved. Project eligibility and incentive amounts cannot be guaranteed until the project is completed.
6. The incentive reservation allows 12 months to complete the project. Customer can only submit a rebate application when the project is complete.
7. Rebate application must be submitted within 45 days of the service date. It is the Customer's responsibility to assure that all requirements of the rebate are met. Failure to provide any of the required information will delay application processing and could result in non-payment.
8. When the application is approved, a rebate check will be mailed to you or the participating contractor. Reimbursement for the audit, if applicable, will also be included.
9. Rebate payments are based on the date of service. Customers must abide by the rules and rebate levels in effect on the date of service.
10. Payment will be issued to the account holder and mailing address on record with Dominion unless the Customer has authorized in writing that payment be made to the contractor specified in this document.
11. Please allow up to 90 days from the date all required information is received to process your rebate.
12. Customer is urged to seek appropriate consultation concerning any tax liabilities that could be associated with the receipt of the rebate.
13. The customer understands that through participation in this energy conservation program and receiving a rebate, they are ineligible to opt out of energy efficiency riders for a period of three years following their year of participation.

#### **Other Requirements**

1. Program procedures, requirements and rebate levels are subject to change or cancellation without notice and are subject to Program funds being available and regulatory approval.
2. Dominion Energy Virginia, its parents, subsidiaries, employees, affiliates and agents assume no responsibility for, and make no representations (express or implied) about, the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the participating contractor.
3. By participating in this Program, the Customer hereby agrees to indemnify, defend and hold harmless Dominion Energy Virginia, its parents, subsidiaries, employees, affiliates and agents from any and all liability associated with the Program. Dominion Energy Virginia shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from participation in this Program.
4. Virginia Electric and Power Company (the "Company") retains all rights to energy and demand savings resulting from measures installed under this Program. The Company has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions resulting from measures installed under this Program into load management programs, demand response programs, or auctions operated by PJM Interconnection, L.L.C. ("PJM"), the regional electric transmission entity of which The Company is a member. Customer's participation in the Program means that the Customer is consenting to The Company sharing the Customer's pertinent information with PJM, The Company's agents and contractors, including, but not limited to, its implementing contractors and its measurement and verification vendor. Pertinent customer information includes account holder name, account number, energy usage and billing information, address, other contact information, measures installed, period of installation, demand/energy reductions resulting from measures installed under this Program and the technical basis for such reductions, loss factors, coincidence factors, interactive factors, building type and other information necessary to implement and monitor the Program including other information as required by PJM or any other regulatory authority.
5. Customer understands and affirms that the installed measures associated with this rebate application have not been, and will not be, incentivized or otherwise financially supported by any other Dominion Energy-sponsored energy efficiency program. Under no circumstances may a

program measure be incentivized twice except as otherwise noted in the Program Terms and Conditions regarding allowances for multiple rebate applications (when applicable).

6. These Program-specific terms and conditions are in addition to the terms and conditions of service currently on file with the Virginia State Corporation Commission and contained in any agreement between the Customer and a Program vendor. To the extent there is any conflict among such terms and conditions, these Program-specific terms and conditions shall control.