



## **Non-Residential New Construction Program Terms and Conditions**

These terms and conditions apply to the Non-Residential New Construction 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.

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

1. This Program provides businesses with rebates for incorporating energy efficient features in their new construction projects (“New Construction”) as well as certain associated retrofit, replacement and remodeling construction work on existing sites and structures (the “Retrofit/Replacement Construction”).
2. Service must be performed on or after January 15, 2021.
3. Program participant must be a Dominion non-residential customer (“Customer”) who is not under special contract or otherwise exempt, is responsible for the electric bill, and is the owner of the facility or reasonably able to secure permission to complete measures.
4. Customer is eligible for one rebate per location for the construction project completed during the term of the Program, based on Program recommendations during the planning/design phase (the “Project”). Projects may involve only New Construction or, in some cases, a combination of New Construction and Retrofit/Replacement Construction that may be eligible under a different energy efficiency program offered by Dominion for non-residential customers. Program and Construction Project boundaries will be defined during the planning/design phase. Equipment rebated in one program is not eligible for additional rebate in other energy efficiency programs.
5. Participating design firms must be registered in Dominion’s vendor network for this Program to receive incentives but shall not halt the project incentives for the Customer if they so choose not to register.
6. Participating contractors must be registered in Dominion’s vendor network to receive incentives but shall not halt the project incentives for the Customer if they so choose not to register. General Contractors must sign a Subcontractor policy form acknowledging Program rules, terms, and conditions on behalf of Subs.
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 Customer. 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.
10. Dominion retains the right to deny participation to Customer for failure to comply with the enrollment qualifications and requirements for participation.
11. 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.

## Payment

1. Rebate application must be submitted within 45 days of occupancy of the newly constructed facility, as determined by the Certificate of Occupancy. 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. Dominion retains the right to deny participation to Customer for failure to comply with the enrollment qualifications and requirements for participation.
2. 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.
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. 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.
5. Please allow up to 90 days from the date all required information is received to process your rebate.
6. Customer is urged to seek appropriate consultation concerning any tax liabilities that could be associated with the receipt of the rebate and other Program benefits.

## 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 for equipment supplied or serviced by, the quality of the work or labor performed by, the quality of the materials supplied by, and/or the acts or omissions of itself or any 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 for a maximum of four years. Dominion 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 organization 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 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.