



Non-Residential Prescriptive Program Terms and Conditions

These terms and conditions apply to the Non-Residential Prescriptive Program Terms & Conditions. This Program has been approved by the North Carolina Utilities Commission.

Any reference in these documents to “Dominion” should be read as a reference to Dominion Energy North Carolina, as well as its authorized agents and contractors.

Program Qualifications

1. Service must be performed on or after January 1, 2018.
2. Customer is eligible for more than one Prescriptive Program rebate per location during the program time period.
3. Customer who has previously received a rebate for the Non-Residential Energy Audit Program, Duct Testing and Sealing Program or Small Business Improvement Program is not eligible to receive another rebate for installing the same measure on the same unit.
4. Work must be completed by a participating contractor that is in Dominion Energy’s network for this program when the work begins.
5. Program participant must be a Dominion Energy North Carolina non-residential customer who is not exempt by statute, not under special contract, has not elected to opt-out of paying the DSM rider, is responsible for the electric bill, and is the owner of the facility or reasonably able to secure permission to complete measures.
6. Dominion Energy North Carolina 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.
7. Service must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
8. The customer understands that they may be contacted by Dominion Energy North Carolina via survey or questionnaire to provide feedback on the customer’s satisfaction with the program.
9. The customer understands that through participation in this energy conservation program and receiving a rebate, they are ineligible to opt out of energy efficiency programs for a period of three years following their year of participation.

Payment

1. Rebate application must be submitted within 45 days of the service date.
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. Payment will be issued to the account holder and mailing address on record with the utility unless the customer has authorized payment be made to the contractor specified in this document.
4. Please allow up to 90 days from the date all required information is received to process your rebate.
5. Customer is urged to seek appropriate consultation concerning any tax liabilities that could be associated with the receipt of the rebate.

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 North Carolina, its parents, subsidiaries, employees, affiliates and agents assume no responsibility for 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. The customer hereby agrees to indemnify, defend and hold harmless Dominion Energy North Carolina, its parents, subsidiaries, employees, affiliates and agents from any and all liability associated with this project.
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. 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. The Company may share pertinent information of participating customers with PJM and with the Company's agents and contractors. Pertinent customer information includes, but is not limited to, 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.