



## **Small Business Improvement Enhanced Program Terms and Conditions**

These terms and conditions apply to the Small Business Improvement Enhanced Program (“Program”). The Program was 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. Service must be performed on or after January 15, 2021.
2. Program participant must be a Dominion non-residential customer of a privately-owned business with 5 or fewer locations that has not exceeded monthly demand of 100 kilowatts 3 or more times in the past 12 months, is responsible for the electric bill and is the owner of the facility or reasonably able to secure permission to complete measures (“Customer”).
3. Customer is eligible for more than one rebate per location during the Program time period.
4. 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 as part of this Program.
5. Work must be completed by a participating contractor in the Small Business Improvement Enhanced Program when the work begins.
6. 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.
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 it may be contacted by Dominion via survey or questionnaire to provide feedback regarding Customer 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 riders 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. Failure to provide any of the required information will delay processing of Customer’s application and could result in nonpayment. It is the responsibility of the Customer to assure that all requirements for the rebate are met. 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 the utility 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.

#### **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, 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, its parents, subsidiaries, employees, affiliates, contractors, and agents from any and all liability associated with the Program. Dominion shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from participation in this Program.
4. Dominion 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 this Program means that the Customer is consenting to Dominion sharing the Customer's pertinent information with PJM, Dominion's agents, and contractors, including, but not limited to, its implementing contractors and its measurement and verification vendor. Pertinent Customer information includes, but is not limited to, energy usage and billing information, account holder name, account number, 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.