

# 2016 Commercial Efficiency Program



## Existing Building Rebate Application, Version 2.0

The Commercial Efficiency Program offers rebates to commercial, industrial, institutional, educational, municipal or multi-family building customers who install qualifying energy efficient equipment. Rebates require pre-approval.

### Customer Information

Account No:		Rate Code:	
Account Name:		Tax ID #:	
Facility Address:		City:	Zip:
Mailing Address: (If different than above)		City:	Zip:
DBA:		Business Phone:	
Contact Name/Title:		Cell Phone:	
E-Mail Address:		Fax:	

Organization Type:  Government  Not Incorporated  Incorporated  Not for Profit (include form) Building Size (sq ft): \_\_\_\_\_

Building Type:

<input type="radio"/> College	<input type="radio"/> Hospital	<input type="radio"/> Office	<input type="radio"/> Retail	<input type="radio"/> Other
<input type="radio"/> Grocery	<input type="radio"/> Hotel	<input type="radio"/> Religious	<input type="radio"/> School	_____
<input type="radio"/> Health	<input type="radio"/> Manufacturing	<input type="radio"/> Restaurant	<input type="radio"/> Warehouse	_____

Application Type: (Check all that apply)

<input type="checkbox"/> Chiller	<input type="checkbox"/> Cool Roof	<input type="checkbox"/> Thermal Storage	<input type="checkbox"/> Refrigeration	<input type="checkbox"/> Other (Custom Rebate - specify below)
<input type="checkbox"/> Compressed Air	<input type="checkbox"/> HVAC	<input type="checkbox"/> Lighting	<input type="checkbox"/> VFD	<input type="checkbox"/> New Equipment <input type="checkbox"/> Replacement Equipment

### Contractor Information

Contractor Name:		Check here if Assigning Rebate:	<input type="checkbox"/>
Contractor Address:		City:	Zip:
Contact Name/Title:		Business Phone:	
Tax ID #:		Cell Phone:	
E-Mail Address:		Fax:	

### Rebate

Enter Total Estimated Rebate Amount (Calculated on appropriate worksheet): \$ \_\_\_\_\_

\*Disclaimer: Terms and conditions are subject to change without notice, including early termination of this promotion. No additional fees apply. The rebate may be issued in the form of a check. PSEG Long Island administers the rebate program on behalf of the Long Island Power Authority, the rebate program sponsor. Please visit <https://www.PSEGLny.com/page.cfm/Efficiency/Programs/Rebates> for more details.

#### Certification Statement:

Customer has read, understands and agrees to be bound by the Terms and Conditions set forth herein, and agrees to abide by them. By participating in this program, Customer agrees on behalf of itself and any successor in interest or assignee that PSEG Long Island obtains and/or retains ownership of all rights to existing and future emission credits, renewable energy rights to existing and future emissions credits, renewable energy green tags, tradable renewable certificates and/or any and all other environmental benefits associated with the installation of the ECMS. Customer certifies that the information provided in the herein is true and accurate. Customer further certifies that the energy saving products described herein have or will be installed in the facility indicated above and will not be resold. As specified herein, Customer agrees to permit PSEG Long Island to: (1) verify the purchase invoices and product installations and (2) upon request, install and remove load-monitoring equipment at the facility. Customer acknowledges that the rights and obligations in this application shall be binding upon assignees, successors and future owners of the facility. Customer agrees to include restrictions contained in this agreement in any leases, sales, contracts, or other similar documents relating to the use and ownership of the facility. Customer acknowledges that, consistent with PSEG Long Island's Efficiency Long Island program policies and procedures, PSEG Long Island may pro-rate a rebate or incentive (the "Rebate") if the Customer purchases less than its full electric requirements from PSEG Long Island. Customer further acknowledges that PSEG Long Island may require the Customer to repay all or a portion of the Rebate received if, within five (5) years of receipt of the Rebate, the Customer ceases purchasing its full electric requirements from PSEG Long Island or increases its use of electric power from non-PSEG Long Island sources at the facility, other than through the Long Island Choice Program.

Customer Name: (Print)	
Customer Signature: <i>Duly authorized representative</i>	Date:

Application ID: \_\_\_\_\_

# 2016 Commercial Efficiency Program



## Terms and Conditions

### 1. Rebates

- Subject to these Terms and Conditions, PSEG Long Island and/or its subsidiary, the Long Island Lighting Company d/b/a PSEG Long Island (hereinafter referred to individually or collectively as "PSEG Long Island"), will pay rebates to eligible Customers (hereinafter "Customers") for the installation of Energy Conservation Measures ("ECMs") listed on PSEG Long Island's Commercial Efficiency Program (CEP) application forms.
- ECMs are those electric conservation measures identified as such in program materials issued by PSEG Long Island and other site-specific Custom or Whole Building Design Measures that are approved by PSEG Long Island. The installation of ECMs and other site-specific Custom or Whole Building Design Measures will be referred to as ("Project") in these Terms and Conditions.
- All ECMs must be new equipment and installed by licensed contractors where required by code and/or law.

### 2. Customer Eligibility

- The PSEG Long Island Commercial Efficiency Program ("Program") is available to all non-residential electric customers in the PSEG Long Island "Service Area," which includes Nassau and Suffolk counties and a portion of Queens County known as the Rockaways.
- By participating in this Program, Customer agrees that PSEG Long Island obtains and/or retains ownership of all rights to existing and future emissions credits, renewable energy rights to existing and future emissions credits, renewable energy green tags, tradable renewable certificates and/or any and all other environmental benefits associated with the installation of the eligible equipment.

### 3. Pre-Approval and Pre-Installation Survey

- PSEG Long Island will not pay any rebates unless PSEG Long Island pre-approves the ECMs proposed by the Customer and completes, to PSEG Long Island's satisfaction, a pre-installation survey of the Customer's facilities, unless PSEG Long Island has expressly waived such pre-approval/inspection requirement.
- PSEG Long Island reserves sole discretion to approve or disapprove of any proposed ECMs.

### 4. Post-Installation Verification

- PSEG Long Island will not pay any rebates until it has performed, to PSEG Long Island's satisfaction a post-installation verification of the installation, unless PSEG Long Island has expressly waived such post-installation verification requirement. If PSEG Long Island determines that the ECMs were not installed in a manner that is consistent with the purpose of achieving energy savings, or if the installation was not consistent with generally accepted good engineering practices, PSEG Long Island reserves the right to require changes before making any rebate payments. PSEG Long Island will not pay rebates until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.

### 5. Customer Application and Analysis

- In addition to completing the application, the Customer may be required by PSEG Long Island to provide an analysis of the demand and energy reduction potential of the proposed ECMs. In some cases, a Professional Engineer licensed in the state of New York must prepare the analysis. Nameplate data may be required at PSEG Long Island's discretion.
- PSEG Long Island may review the Customer's application and analysis to make an independent determination of the energy saving and demand reduction potential. PSEG Long Island reserves the right to reject or modify any calculations, based on PSEG Long Island's own analysis.

### 6. Site-Specific Custom Measures

PSEG Long Island will only approve those site-specific Custom ECMs that PSEG Long Island believes have cost-effective energy and/or demand reduction potential. In any case, PSEG Long Island reserves sole discretion to approve or disapprove of payment of rebates for any such proposed ECMs.

### 7. Rebate Amounts

- Before pre-approving any rebate amounts requested by the Customer, PSEG Long Island reserves the right to adjust the rebate amount.
- Once a rebate amount is pre-approved, PSEG Long Island will pay the customer no more than 70% of the installed cost of the ECM, or the pre-approved rebate amount, whichever is less.
- PSEG Long Island reserves the right to lower the rebate amount if the quantity and/or cost of ECMs actually installed by the Customer differ from the pre-approved amounts.
- Notwithstanding any other provision of these Terms and Conditions, PSEG Long Island reserves the right to a refund of any rebates paid if, at any time, it learns that any agreed to ECMs were not actually, or properly installed, or have subsequently been disconnected.

- Custom Applications – The approved rebate cannot exceed PSEG Long Island's electric savings benefits, as determined by PSEG Long Island through its analysis of the project
- PSEG Long Island reserves the right to withhold payment or to award the rebate in the form of a bill credit. Customers in arrears at the time of rebate payment may not be eligible to receive a rebate.
- The UL classification of Energy Verification Services (EVS) for the appropriate product classification is required. PSEG Long Island reserves the right to withhold rebate payments for or disqualify any ECMs that do not carry the Underwriter's Laboratory (UL) Classification Mark or, with the written consent of PSEG Long Island, an equivalent independent efficiency and product safety certification organization.

### 8. ECM and Installation Proof of Payment

- The Customer must provide copies of all invoices (including itemization of all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the ECMs. The invoices shall include a breakdown of all ECMs purchased for installation under the Program. In addition, PSEG Long Island may require any other reasonable documentation or verification of the cost to the Customer of purchasing and installing the ECM. PSEG Long Island may require invoices from Customer's contractor to determine the price paid by the contractor (including any discounts or rebates) for the ECMs. For custom ECMs, PSEG Long Island reserves the right to use the contractor's reasonable costs in order to determine the correct rebate amount.
- PSEG Long Island may require copies of the construction specifications, including relevant ECMs, provided to the construction/installation contractors for certain Projects. PSEG Long Island may refuse to pay rebates if the specifications do not adequately provide for installation of the ECMs consistent with good engineering and energy-efficient design practices. Customer will, upon request by PSEG Long Island, provide a copy of the as-built drawings and equipment submittals for the facility.
- Title to all of the equipment purchased under this agreement shall rest with the Customer.

### 9. Installation Service Costs Recognized

PSEG Long Island will recognize installation costs only to the extent that they are determined by PSEG Long Island to be reasonable and actually incurred by the Customer.

### 10. Contractor Shared Savings Arrangements

If Custom ECMs are being installed by Customer's contractor under a "shared savings" contract or other situation where the customer's contract is not based upon the price of installed equipment, PSEG Long Island reserves the right to determine the cost of purchasing and installing the ECMs based on the reasonable retail costs in purchasing the equipment and installing the ECMs.

### 11. Date of Rebate Payments

PSEG Long Island expects to pay the rebate within sixty (60) days after all of the following conditions are met: (1) construction/renovation of Customer's facility is completed; (2) Customer has received an occupancy permit; and (3) PSEG Long Island has verified equipment and installation costs and satisfactory installation of the ECMs, all in accordance with the specifications; (4) All documents required by the application have been received by PSEG Long Island.

### 12. Replacement of Burn-Outs

Customers who install energy-efficient lighting ECMs are expected to replace any of the energy-efficient lights that burn out with lights of similar or superior energy savings efficiency at the Customer's expense.

### 13. Monitoring and Evaluation Follow-up Visits

- PSEG Long Island reserves the right to make a reasonable number of installation follow-up visits to Customer's Facility during the 24 months following the actual completion date noted on this application. Such visit(s) are not meant to inconvenience the Customer, PSEG Long Island, and the Customer agrees to provide access within a reasonable timeframe of receiving the request for a follow up visit.

- The purpose of the follow-up visit(s) is to provide PSEG Long Island with an opportunity to review the operation of the ECMs for program evaluation purposes.

### 14. Limited Scope of Review

PSEG Long Island is under no obligation to: (1) make follow-up visits, (2) review the operation of the ECMs, or (3) make any suggestions of any kind to the Customer. The scope of review by PSEG Long Island of the design and installation of the ECMs is limited solely to determining whether Program conditions have been met. It does not include any kind of safety review.

### 15. Changes in the Program

- PSEG Long Island may change the program and the Terms & Conditions at any time without notice. PSEG Long Island, however, will process pre-approved applications, to completion under the Terms & Conditions in effect at the time of the pre-approval.
- PSEG Long Island reserves the right, for any reason, to stop pre-approving ECMs at any time without notice. In particular, PSEG Long Island is not obligated to pre-approve any application for a rebate that may result in PSEG Long Island exceeding its program budget.

- The Program described in the application may be altered, suspended, or canceled by PSEG Long Island at any time without prior notice. Under such circumstances, the Customer is not entitled to any Program benefits in excess of those approved prior to such action by PSEG Long Island. Submission of a completed application does not entitle the Customer to program participation. Entitlement to Program participation can only occur after PSEG Long Island has signed a copy of the application and granted pre-approval.

### 16. Payments Assignable to Contractors

The Customer may direct that rebates be paid directly to the Customer's contractor. This request must be made expressly in writing.

### 17. Publicity of Customer Participation

PSEG Long Island may publicize the Customer's participation in the Program, the results, the amount of rebates paid to the Customer, and any other information which reasonably relates to the Customer's participation.

### 18. Installation Schedule Requirements

Where there is no deadline indicating otherwise on the application, PSEG Long Island may terminate the application and any approved rebate if the Customer is not engaged in installation of the pre-approved ECMs by the end of 180 days from the date PSEG Long Island approves the Customer's Retrofit application and One year for all Custom applications.

### 19. Limitation of Liability and Indemnification

PSEG Long Island's liability is limited to paying the approved rebates. Neither PSEG Long Island, nor its affiliates, subsidiaries, Manager, employees, consultants, agents and contractors ("PSEG Long Island Parties") shall be liable to the Customer for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this application or the Program. The Customer shall protect, indemnify, and hold harmless PSEG Long Island, and the PSEG Long Island Parties from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or assessed against PSEG Long Island, and the PSEG Long Island Parties resulting from, arising out of, or relating to the Program.

### 20. No Warranties

- PSEG Long Island does not endorse, guarantee, or warrant any particular manufacturer or product, and PSEG Long Island provides no warranties, expressed or implied, for any product or services.
- The Customer acknowledges that neither PSEG Long Island nor any of the PSEG Long Island Parties are responsible for assuring that the design, engineering and construction of Customer's Project or that the installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. PSEG Long Island does not make any representations of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.

### 21. Customer Must Pay All Taxes

The benefits conferred upon the Customer through participation in this program may be taxable by the federal, state, and local government. The Customer is responsible for declaring any benefits and paying any associated taxes.

### 22. Pre-Approval Letter

After an application is approved by PSEG Long Island's authorized executive, the Customer will receive written notification of the pre-approved rebate amount and the date that the ECMs must be fully installed to qualify for rebate payments. Any ECMs installed prior to the issuance of PSEG Long Island's written authorization will be deemed as an unauthorized installation and PSEG Long Island will have no obligation to pay rebates for those ECMs.

### 23. Vendor Selection

It is the Customer's responsibility to select a vendor to perform the work indicated on the Customer's Application.

### 24. Removal of Equipment

The Customer agrees, as a condition of participation in the Program, to remove and dispose of all equipment being replaced by the ECMs and further agrees to carry out such removal and disposal in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment in the Service Area of PSEG Long Island.

### 25. Miscellaneous

- These Terms and Conditions and program requirements outline the conditions under which PSEG Long Island will pay rebates. These Terms and Conditions are subject to change at PSEG Long Island's discretion.
- If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.

- The Customer's acceptance of final payment releases PSEG Long Island from all claims and liabilities to the Customer, and its representatives or assigns.

I have read and understand the terms and conditions detailed above.

(initials)

# 2016 Commercial Efficiency Program



## Existing Building Guidelines

### Rebate Guidelines

- \* New construction and major renovation projects are not eligible
- \* Only Common Areas of Multi Family buildings qualify under the Commercial Efficiency Program (CEP)
- \* Pre-approval is required
- \* Pre-inspection is required
- \* Project must be started after 1/1/16 and completed within 180 days for all Prescriptive retrofit applications, and one year for Custom Projects
- \* All projects are subject to Post-inspection
- \* If the proposed equipment is listed in the measure-specific eligibility tables, the rebate amount will be determined according to corresponding worksheet, one of which must be completed for each measure type

The following worksheets are stand alone: HVAC Worksheet and Lighting Retrofit Worksheet

- \* If the proposed equipment is not listed in any measure-specific eligibility table, refer to the Custom/Custom Retrofit Eligibility requirements and documentation and contact a PSEG Long Island Rep or PSEG Long Island's Infoline at 1-800-692-2626. Rebate eligibility and amount will be calculated on a case by case basis
- \* Equipment that qualifies for more than one type of rebate category may be eligible for multiple rebates (for instance an air conditioner with a factory installed VFD qualifies for both the AC rebate and the VFD rebate); Contact a PSEG Long Island representative or the PSEG Long Island infoline at 1-800-692-2626.
- \* Eligible equipment may be updated or modified regularly. Check [www.PSEGLny.com/commercial efficiency](http://www.PSEGLny.com/commercial%20efficiency)
- \* Where eligible products are required to be listed with an approved rating agency (i.e. ENERGY STAR; CEE, or other approved equivalent), products must be installed and used in accordance with the rating condition for which it was approved at the time of approval.
- \* All new lighting fixtures, retrofits kits and components must carry the appropriate designated Underwriters Laboratory (UL) or Electrical Testing Laboratory (ETL) label
- \* All installations must be installed in accordance with all applicable local, state and national codes and ordinances
- \* Measure-specific eligibility requirements and deadlines apply. See appropriate Eligibility Requirements for each application type
- \* Total rebates will not exceed 70% of total project cost
- \* If submitting electronically, applicant must either submit an e-mail in lieu of signature or provide a hard copy with signature (fax, pdf, printed original, etc.)

### Program Requirements/Steps to Participate

- \* Before you purchase and install equipment, send the following to PSEG Long Island to receive your Pre-Approval Letter:
- \* Completed Customer Information section of application and appropriate worksheets. (Incomplete applications will not be accepted)
- \* Submit required documents (see Required Documents Check sheet)
  - For Electronic Submissions e-mail documents to:  
[CEPLI@pseg.com](mailto:CEPLI@pseg.com)  
Each required document must be a separate file (no zipped files)  
Applications must be saved as: EBAp\_<<customer Name>>MMDDYYYY.xls
  - For Hardcopy Submissions: PSEG Long Island CEP, 395 North Service Rd, Suite 409, Melville, NY 11747
- \* **AFTER you receive your Pre-Approval Letter**, complete the project.
- \* **Once Project is Complete:**
  - \* Submit copies of customer validated proof of payment (i.e. itemized invoice) showing the facility address, date and place of purchase and the model/part numbers of installed equipment.
  - \* A PSEG Long Island representative will contact you to schedule a post-inspection
  - \* After verification that all necessary requirements have been met, a PSEG Long Island representative will authorize payment and either mail a check to the applicant or apply a bill credit to the applicant's account

I have read and understand the Guidelines listed above.

(initials)

# 2016 Commercial Efficiency Program



## Existing Building Required Documents Check Sheet

### Required Documents for All Projects

Document:	Responsible Party	Deliverable Timeline
<input type="checkbox"/> Assignment Letter (only required if rebate is assigned to contractor)	Customer	Pre-Installation
<input type="checkbox"/> Cut Sheets for All Measures (must identify model number)	Customer/Applicant	Pre-Installation
<input type="checkbox"/> Signed Application	Customer	Pre-Installation
<input type="checkbox"/> W9 Form	Customer/Applicant	Pre-Installation
<input type="checkbox"/> Completed Worksheet	PSEG Long Island Project Manager	Pre-Installation
<input type="checkbox"/> Pre-Inspection	PSEG Long Island Project Manager	Pre-Installation
<input type="checkbox"/> Proof of Payment (reflecting total installed cost)	Customer	Post-Installation
<input type="checkbox"/> Certification of Completion	Customer	Post-Installation
<input type="checkbox"/> Vendor's Proposal (including itemized labor and materials)	Customer	Pre-Installation

### Additional Required Documents for Lighting Retrofit Projects Only

- Point of sale receipt may be required for LED lamps and downlights.

### Additional Required Documents for Cool Roof Projects Only

- Scale drawing, photo, Google map or other document indicating roof size Customer/Applicant Pre-Installation

### Additional Required Documents for Custom and Custom Retrofit Projects

- Statement of Work Customer Pre-Installation
- Construction Cost Estimates (i.e. proposal) Customer Pre-Installation
- Minimum Requirements Document (MRD) Customer & PSEG Long Island Project Manager Pre-Installation
- PSEG Long Island Custom Analysis PSEG Long Island Project Manager Pre-Installation
- PSEG Long Island Project Screening Tool PSEG Long Island Project Manager Pre-Installation
- PSEG Long Island Tech Review Check Sheet PSEG Long Island Project Manager Pre-Installation
- TA Study (if applicable) PSEG Long Island Project Manager Pre-Installation
- Custom Project Data Collection Sheet Customer Pre-Installation

PSEG Long Island may require additional documentation not listed in the check boxes above as deemed necessary to properly process any rebates.

I have read and understand the information listed above.  (initials)

*Any hard copy documents provided by Customer must be scanned and uploaded by Project Manager*

For PSEG Long Island Use Only:

- Contact Information from Application (must include full address)
- Return Check Request
- Lead Partner field complete (Contractor information - name and full address)
- Not for Profit checked (when appropriate)
- Invoice Verification

o Submitted and authorized by: \_\_\_\_\_ PSEG Long Island Project Manager  
o Verified by: \_\_\_\_\_ Rebate Processing

Final Invoice(s) Match Pre-Approved Amount within 10%

\_\_\_\_\_ PM Initial

# 2016 Commercial Efficiency Program



## Existing Building - Custom Eligibility Requirements - version 2.0

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If the proposed equipment either does not meet the eligibility requirements or is not listed below, the applicant may still be eligible for a Custom Rebate. Contact a PSEG Long Island representative or the PSEG Long Island infoline at 1-800-692-2626.

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### Eligibility Criteria:

#### New Equipment:

- Must exceed standard efficiency
- Must not be defined elsewhere in the Existing Building Application and Worksheets

#### Replacement Equipment

- Proposed equipment must exceed standard efficiency
- Equipment that is being replaced must be functioning and must not be beyond its useful life

### Procedure

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Contact a PSEG Long Island representative or call the PSEG Long Island infoline at 1-800-692-2626

The PSEG Long Island representative will meet with the applicant to discuss the project. The PSEG Long Island Representative may schedule a project scoping meeting.

Project Scoping Meeting will be as needed. Attendees should include applicant, the project design team, and if necessary, a PSEG Long Island Technical Assistance firm. Applicant should bring all applicable building drawings (i.e., mechanical lighting and electrical blueprints). PSEG Long Island may require copies of these drawings to keep with the project file.

#### Meeting deliverables include:

- Establishing a base case building design to which all parties agree
- Developing a list of technically feasible electric energy conservation measures (ECMs).

ECMs should include electrical demand and energy savings, must exceed applicable energy code and should exceed other measure specific performance criteria identified in the Eligibility Tables in this application. Measures with no kW savings and that do not exceed performance criteria identified in the Eligibility Tables in this application may result in lower rebates.

TA Proposal/Study - as needed for Custom; required for Whole Building projects. Either a PSEG Long Island Representative or a TA Firm will analyze the project to determine the electrical energy savings and any potential rebates for equipment upgrades. During the course of the analysis and/or upon completion of the study, a PSEG Long Island representative will meet with the applicant and its designees to present and discuss the study.

*Note: If PSEG Long Island requires a TA Study to support a Custom Rebate Application, additional rebates are available for that study under the TA Program.*

Concurrently, a PSEG Long Island representative will complete additional required documents for technical review (see technical review checklist). (Ex: worksheets, project screening)

Upon completion of these documents, the PSEG Long Island representative will submit the project for Pre-Approval

**Rebates must pass PSEG Long Island's cost/benefits screening. Rebates will not exceed PSEG Long Island's Electric Savings Benefits**