



Cuyahoga Falls Electric System

Small Commercial Energy Efficiency Program

(SCEEP)

Small Business Program

Terms & Conditions

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1 Terms & Conditions

The Cuyahoga Falls Electric System is providing small commercial and industrial customers incentives for implementing energy efficiency projects through the Cuyahoga Falls Small Commercial Energy Efficiency Program (hereafter referred to as “SCEEP”).

1.1 Purpose

The purpose of this program is to help commercial and industrial (hereafter referred to as C&I) electric customers invest in energy efficiency measures for their facilities and processes through providing incentives. These incentives are expected to help reduce the implementation cost of the projects, promote energy efficiency and reduce customer electric bills.

1.2 Limited Funds

Funds for this program are limited and subject to availability. Incentives for energy efficiency projects will be available until the annually approved funds are exhausted.

1.3 Release of Utility Billing Data

Participants in the program agree to allow the Cuyahoga Falls Electric System Energy Efficiency Consultant access to utility usage and charge historical data for the account(s) under consideration for energy efficiency incentives.

1.4 Program Effective Dates

Pre-approval applications for proposed SCEEP small business projects will be accepted year-round. Pre-approval applications will be reviewed and incentive amounts verified within a reasonable amount of time. The applicant or applicants will be notified in writing of pre-approval and funding reservation.

1.5 Program Eligibility

SCEEP offers smaller C&I electric customers incentives for electrical energy efficiency measures in areas such as Exterior Lighting, Interior Lighting and HVAC controls (e.g. smart thermostat). Incentives are only available to non-residential customers with annual electrical usages of less than 250,000 kWh. Applicants may be property owners or tenants. Tenants must have written approval from property owners to participate in the program. Property owners/tenants must be up to date on all municipal taxes, utility bills, City Codes (occupancy permits on file) and property maintenance relating to the business and/or building prior to participation in the program. Please call (330) 971-8287 to determine if your location(s) is/are eligible for the program.

1.6 Project Eligibility

Only energy efficiency projects listed in the prescriptive application and being implemented by a non-residential customer with the intention of reducing the customer's electrical consumption

and peak demand are eligible to apply for an incentive. All projects must submit a pre-approval application and receive pre-approval from the Cuyahoga Falls Electric System before being eligible to receive an incentive.

New construction projects are also eligible for rebates. The same list of measures for retrofit projects will apply. However, the rebate amounts may differ depending on what the Ohio construction code requires.

1.7 Project Requirements

- Projects must involve a facility improvement that results in a permanent reduction in electrical energy usage (kWh).
- Prior to receiving an incentive, projects should generally result in a simple payback period between one and seven years, based on electric energy cost savings. Energy cost savings shall be based on both energy consumption and peak demand reductions. The Cuyahoga Falls Electric System reserves the right to develop cost effectiveness tests to determine if a project qualifies for an incentive.
- If the customer ceases to be a delivery service customer of the Cuyahoga Falls Electric System or removes the equipment or systems at any time during the period, the customer may be required to return a prorated amount of incentive funds to the Cuyahoga Falls Electric System. Exceptions may apply for customers upgrading to more efficient products at their own expense.
- Used or rebuilt equipment is generally NOT eligible for an incentive.
- All installed equipment must meet state, federal or local codes and requirements.
- New light fixtures must be certified by Design Lights Consortium (DLC), ENERGY STAR®, Lighting Design Lab or Lighting Facts.
- Projects must be installed on the Cuyahoga Falls Electric System electric account listed on the application.
- Equipment must be purchased, installed and operating (or capable of operating in the case of seasonal uses) prior to submitting a final approval incentive application.

1.8 Project Completion

No incentive will be given to a customer before the energy efficiency project has been completed. The project is considered completed when the new equipment/system is fully installed, functional and operating under the design intended controls and sequencing.

For pre-approved projects, if a project is not completed by the completion date stated in the application, the funding reservation will be withdrawn.

1.9 Incentive Payment Limits, Estimates & Final Amount

The maximum incentive payout for projects will be no greater than 50 percent of the project cost. The incentive payment amount is subject to available funding. After an incentive amount is pre-

approved, the Cuyahoga Falls Electric System will pay no more than the pre-approved incentive amount. A maximum incentive of \$10,000 is available. No projects or combination of projects will be awarded greater than the maximum incentive.

The Cuyahoga Falls Electric System reserves the right to reduce or eliminate the incentive amount if the project actually installed differs from the project presented in the pre-approval application or if the project was not installed in accordance with these terms and conditions. The incentive amount can also be reduced or eliminated in the event of a shutdown or significant reduction of operations at facility where the energy efficiency project is located. The customer shall be obligated to refund such incentive amounts paid by the Cuyahoga Falls Electric System where the projected energy savings have not been achieved as a result of the foregoing circumstances.

1.10 Savings Guarantee

The applicant must recognize that the Cuyahoga Falls Electric System does not guarantee energy savings and does not make any warranties associated with the project. Additionally, the overall feasibility and benefits of the project to the customer can only be determined by the customer themselves.

1.11 Application Development and Review Process

- The City's Energy Efficiency Consultant will perform a walk-through energy audit.
- An audit memorandum will be provided to the customer and to the Cuyahoga Falls Electric System. The memorandum will have a bullet-point list of savings opportunities with short descriptions. The audit memorandum will be provided to the customer within one week of the walk-through energy audit.
- The appropriate prescriptive applications will be provided to the customer at the end of the audit with instructions, and an opportunity for the customer to ask questions.
- The customer/applicant will provide the Cuyahoga Falls Electric System with a signed application requesting project approval.
- Follow-Up Call – The City's Energy Efficiency Consultant will provide a follow-up call approximately two weeks after the delivery of the audit memorandum. The intent of the call will be to ascertain if the customer intends to implement any of the recommended projects, and if not, what barriers to implementation exist.

The Cuyahoga Falls Electric System will review pre-approval applications and final applications for eligibility and completeness. Applications are not a guarantee of program acceptance and incentive payment. The program administrator reserves the right to approve or disapprove of any application or proposed project.

Funds are reserved for projects after the project completes the pre-approval process. Incomplete applications will not be processed and may lose their place in line in the review process until all

requested information is received. Applicants are encouraged to call (330) 971-8287 with all questions regarding the application process and requirements.

1.12 Pre-approval Application

The City's Energy Efficiency Consultant will work with applicant to complete the SCEEP pre-approval form based on findings and recommendations provided in the walk-through energy audit memorandum. The pre-approval application is to then be signed by the applicant and submitted for processing by the Cuyahoga Falls Electric System.

1.13 Final Application

The final application must be submitted within 60 days of project completion. Project documentation, such as copies of dated and paid invoices for the purchase and installation of the energy efficiency measures, along with product technical specification sheets, must be included with the final application. The Cuyahoga Falls Electric System reserves the right to request additional supporting documentation as necessary to confirm eligibility and verify incentive amounts.

1.14 Cost & Invoice Documentation

The project invoice and cost information must be submitted in support of the final application. The location or business name on the invoice must be consistent with the application information. The project invoice should provide sufficient detail to separate the project cost from the cost of other services, such as repairs and building code compliance. Lighting project invoices should include clear description and quantity of each type of purchased fixture or lamp.

1.15 Pre- & Post-Installation Inspections

The customer grants the Cuyahoga Falls Electric System the right to perform pre- and post-installation inspections. If the post-installation inspection reveals different equipment installed than that listed on the final approval application, the incentive value may be reconciled to more accurately reflect the upgrade.

1.16 Monitoring

The Cuyahoga Falls Electric System reserves the right to perform monitoring and inspection of the energy efficiency projects for a three year period following completion of the installation in order to determine the actual demand reduction and energy savings. As a condition of receiving an incentive, the customer agrees to provide access and information to the Cuyahoga Falls Electric System and to cooperate regarding such activity. By participating in the program, the customer acknowledges and agrees that no activity by Cuyahoga Falls Electric System includes any kind of safety, code or other compliance review.

1.17 Capacity Rights

The Cuyahoga Falls Electric System reserves the right to aggregate energy-efficiency resources associated with incented projects and bid them into the appropriate Pennsylvania-Jersey-Maryland (PJM) base residual auction (BRA) and subsequent incremental auctions. The Cuyahoga Falls Electric System may also sell these energy efficiency resources to a third party, aggregating utility or other entity for the purpose of bidding the resources into the PJM BRA.

1.18 Equipment De-Commissioning

Where the project involves replacing existing equipment, the existing equipment must be decommissioned. The existing equipment may be retained for use as back-up equipment with the Cuyahoga Falls Electric System's permission. The existing equipment may also be sold for scrap, but cannot be sold for use in another production environment, since this could negate the intended energy savings of the project. The EPA recommends that all CFL and fluorescent lights be disposed of properly.

1.19 Maintenance of Equipment

The C&I electric customer acknowledges and agrees to operate and maintain the incentivized efficiency project in accordance with the manufacturer's recommendations and the terms hereof, and shall replace consumable parts and other components with comparable or superior efficient products at the customer's expense.

1.20 Publicity of Customer Participation

The C&I electric customer grants the Cuyahoga Falls Electric System the right to use and reference for promotional and regulatory purposes the customer's participation in the program, the details of the project and the energy savings, the amount of incentives paid to the customer, and any other information relating to the customer's participation in the program.

1.21 Indemnification & Limitation of Liability

The C&I electric customer shall indemnify, defend and hold harmless the Cuyahoga Falls Electric System, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Cuyahoga Falls Electric System or the performance of any services or other work in connection with the program, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. To the fullest extent allowed by law, the Cuyahoga Falls Electric System's aggregate liability, regardless of the number of claims, shall be limited to paying approved incentives in accordance with these terms and conditions and the Cuyahoga Falls Electric System and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation

in the program, the customer waives and releases the Cuyahoga Falls Electric System and its affiliates from all obligations (other than payment of an incentive), and for any liability or claim associated with the energy efficiency project, the performance of the energy efficiency project, the Cuyahoga Falls Electric System, or these terms and conditions.

1.22 No Warranties or Representations by the Program Administrator

- THE CUYAHOGA FALLS ELECTRIC SYSTEM DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE PROGRAM ADMINISTRATOR AND THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PROGRAM ADMINISTRATOR'S OTHER DOCUMENTS.
- Neither the Cuyahoga Falls Electric System nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the energy efficiency projects is proper or complies with any particular laws, codes or industry standards. The Cuyahoga Falls Electric System does not make any representations of any kind regarding the benefits or energy savings to be achieved by the projects or the adequacy or safety of the projects.
- Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert that is not the Cuyahoga Falls Electric System) for all aspects of the energy efficiency projects and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the customer and that the same is properly installed and suitable for customer's purposes; and determining if work was properly performed.

- Customer agrees and acknowledges that the Cuyahoga Falls Electric System is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- The provisions of this Section 1.21 shall survive the termination, cancellation or completion of the customer's participation in the program.

1.23 Equipment and Contractor Selection and Contracting

The small C&I electric customer is responsible for selecting and purchasing the energy efficiency project and selecting and contracting with the design and installation contractor(s). The customer shall be responsible for enforcing all such contracts and for assuring that the project meets program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the customer acknowledges that the Cuyahoga Falls Electric System reserves the right to deny a vendor or contractor participation in this program or provide equipment or services. The Cuyahoga Falls Electric System also has the right to exclude certain equipment from the program.

1.24 Tax Liability

All issued incentives are taxable, if more than \$600.00, and will be reported to the IRS, unless the customer is tax exempt. The Cuyahoga Falls Electric System is not responsible for any taxes that may be imposed on the client as a result of the receiving an incentive.

1.25 Disclaimer

The Cuyahoga Falls Electric System does not guarantee the energy savings and does not make any warranties associated with the measures eligible for incentives under this program. The Cuyahoga Falls Electric System has no obligations regarding, and does not endorse or guarantee, any claims, promises, work, or equipment made, performed, or furnished by any contractors or equipment vendors that sell or install energy efficiency measures. The Cuyahoga Falls Electric System is not responsible for the proper disposal/recycling of any waste generated as a result of this project. The Cuyahoga Falls Electric System is not liable for any damage caused by the operation or malfunction of the installed equipment. Please ensure that proper care is taken to dispose of any equipment that may contain hazardous materials.

1.26 Confidentiality

The Cuyahoga Falls Electric System and its subcontractors will keep all customer, vendor and contractor information confidential, as allowed by law, and will not share this information with other persons or organizations.