Consumers Energy Large Business Energy Efficiency Program

2025 Policies and Procedures Manual **Consumers Energy** Count on Us®

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P.1 Program Overview

The Consumers Energy Business Energy Efficiency Program (CEBEEP) provides incentives for business customers who upgrade their facilities with energy efficient equipment. This incentive program is available to all commercial customers who receive electric or natural gas delivery service from Consumers Energy. This document is intended to convey the rules, policies and procedures that govern the program, its administration and customer participation. It is an accompanying document to the CEBEEP Incentive Catalog and Incentive Application forms (PDF and online application).

Consumers Energy offers a comprehensive set of incentives under CEBEEP to facilitate the implementation of costeffective energy efficiency improvements for business customers.

This document provides an overview of the various current calendar-year program offerings provided by CEBEEP. The following sections provide detailed information on the actual measures and specific programs related to each of the various incentive offerings for the current program year. Application forms for all programs are available on the Consumers Energy Business Energy Efficiency Program website: <u>ConsumersEnergy.com/startsaving</u>.

P.1.1 Incentives

Prescriptive Incentives are available for energy efficiency equipment upgrades and improvements, including but not limited to:

- Lighting
- Lighting controls
- VFDs
- Compressed air
- Miscellaneous electrical
- Manufacturing
- HVAC equipment
- Domestic water heaters
- Building automation systems
- · Advanced air distribution and energy recovery
- Tune-ups/maintenance
- Kitchen/laundry
- Refrigeration
- Building envelope insulation
- Pipe and ductwork insulation
- Agricultural
- Laboratory
- LEED[®] whole building

Incentives are paid based on the quantity, size and efficiency of the equipment. Incentives are provided for qualified equipment commonly installed in a retrofit or equipment replacement situation, but much equipment qualifies for new construction projects.

Incentives can be increased or decreased based on market demand at the discretion of program staff.

Custom Incentives are available to customers for less common or more complex energy saving measures installed in qualified retrofit and equipment replacement projects.

Custom measure incentives are paid based on the first-year energy (kWh or Mcf) savings. Projects where the measures are covered by the prescriptive incentive portion of the program are not eligible for custom incentives. Applicants have the option to apply for custom incentives for projects that involve integrated solutions with both prescriptive and custom measures.

Other incentives are available through the following programs:

- Business Instant Discount program
- Building Operators Certification (BOC)
- Network Lighting Controls
- Buy Michigan program
- Self-Direct program

Services through CEBEEP also offer incentives. Services include:

- Retro-commissioning
- ENERGY STAR[®] certification
- Industrial energy level 1 and level 2 audits
- Cooling tower assessments
- Process water audits
- Chiller assessments
- Steam system optimization
- Compressed air optimization

Bonuses can be added and removed at the discretion of program staff throughout the program year. Communication will be sent describing bonus eligibility and what the bonus is based on the incentives, per application or otherwise. The communication will also outline who will receive the bonus (e.g., the customer, the contractor or another third-party individual, such as a sales representative or rebate administrator).

P.2 Program Effective Dates

The CEBEEP offers incentives for the current program year until approved funds are exhausted or until Nov. 30 of each program year, whichever comes first. The effective CEBEEP dates and application submission requirements are as follows:

- All CEBEEP projects must be completed and Final Applications (described herein) received no later than Nov. 30 of the current year to be eligible for the program incentives.
- Subsequent program year budgets and plans will be made available toward the end of the current program year. At this time, Consumers Energy intends to provide CEBEEP through the current program year, per Public Act No. 342.

P.3 Customer Eligibility

The following rules pertain to customer eligibility for the CEBEEP:

- This program is available to commercial and/or industrial customers of Consumers Energy. Qualified measures and
 projects must be installed at facilities served by Consumers Energy, and projects must result in improved energy
 efficiency. Equipment must meet the specifications as explained in the 2025 Incentive Catalog and as set forth in
 the 2025 Incentive Application.
- For each site, there must be at least one meter that is on an eligible non-residential rate schedule. A list of eligible non-residential rate schedules can be found at <u>ConsumersEnergy.com</u>.
- Common areas of multifamily or mixed-use buildings are eligible under CEBEEP if they are on an eligible rate schedule. Consumers Energy also has a Multifamily program for this business segment if they are not eligible under this program; it can be found at <u>ConsumersMultifamilySavings.com</u>.
- Customers cannot apply for or receive incentives for the same product, equipment or service from more than one utility or one utility program. This limitation does not apply to projects undertaken by customers with natural gas and electric service from different utilities when the projects will result in both natural gas and electric savings.

P.4 Project Requirements

The CEBEEP includes the following project requirements:

- Projects must involve a facility improvement that results in a permanent reduction in electric and/or natural gas energy use (kWh and/or Mcf).
- Projects and equipment types that are NOT eligible for incentives include the following:
 - Fuel switching (e.g., electric to natural gas or natural gas to electric)¹
 - Installation of used equipment
 - Changes in operational and/or maintenance practices or simple control modifications that do not involve capital costs
 - On-site electricity generation
 - Projects that involve peak shifting with no kWh savings
 - Projects that involve renewable energy, i.e., geothermal, solar and/or wind
 - Backup and redundant equipment and systems (i.e., only the minimum number of units required to meet the applicable peak HVAC or process demand is eligible for incentives, regardless of whether more than the minimum number of units required to meet the peak demand will be operated and all operating units are loadleveled to maximize energy efficiency)
 - Projects that involve systems designed to allow carbon dioxide (CO2) levels in occupied spaces to exceed a maximum of 1,200 ppm
 - For technologies that are certified and/or approved by the DesignLights Consortium[®] (DLC[®]) or ENERGY STAR[®], LED lighting products that are not listed approved products for their specific purpose by the acceptable certifying body and do not meet the non-listed requirements specified for the applicable measure
 - Projects that involve a banned or ineligible contractor as the installer, general contractor, A&E firm or supplier of qualifying equipment
- Any measures implemented at a facility must be sustainable and provide 100% of the energy benefits as stated in the application for a period of five years or the life of the product, whichever is less. Replacement of incentivized products prior to five years or the life of the products is allowable if the originally incentivized products are replaced/removed as part of another project featuring kWh or Mcf savings and the originally claimed savings are still in effect at the facility. If the customer ceases to be a delivery service customer of Consumers Energy or removes the equipment or system at any time during the five-year period or the life of the product, the customer may be required to return a prorated amount of the incentive funds to Consumers Energy.
- Consumers Energy reserves the right to inspect proposed projects pre- and post-installation of equipment. Submitting pre-applications with insufficient time allowed for CEBEEP to perform a pre-inspection before beginning construction will result in a failed inspection and possibly a canceled application.
- The CEBEEP team reserves the right to inspect all projects to verify both compliance with the program rules and the accuracy of project documentation. This may include pre- and/or post-inspections, data collection and interviews. The customer must allow access to records and installation sites for a period of three years after receipt of incentive payment.

P.5 Incentive Caps and Limits

Incentives are subject to limits in order to encourage equitable distribution of the funds among as many utility customers as possible. Incentive caps are annual and are calculated based upon the program year during which the incentive is paid to the customer.

¹May be eligible under the Self-Direct program, if overall Btu/h is reduced at that facility.

P.5.1 Customer Limits

The amount of incentives a facility or customer can receive is limited. A facility is defined as a contiguous property for which a single customer is responsible for paying the Consumers Energy electric and/or natural gas bill. A customer is defined as the organization under which the company/companies is/are owned or operated, regardless of who is responsible for paying the bill. Program year incentive limits are applicable per facility for customer incentives, as shown in Table 5-1 below :

Facility Incentive	Cap per Program Year
Prescriptive	100% of the installation cost, and per measure, facility or project where specified in this Catalog or the Incentive Application.
Custom	50% of the installation cost for electric projects.
	100% of the installation cost up to \$500,000 for natural gas projects.
	50% of the calculated incentive greater than \$500,000 for natural gas projects.
Customer Incentive	Cap per Program Year
Natural Gas	\$1,000,000 across all facilities per customer
Electric	\$2,000,000 across all facilities per customer

The incentive limits are based on actual payments per facility and apply even if payments for some or all projects are paid to one or more contractors.

P.5.2 Prescriptive Measure Incentive Caps

The amount of a prescriptive incentive cannot exceed 100% of the cost of purchasing and installing energy efficiency measures. Project costs may include the labor necessary to implement the measure (internal labor costs cannot be included) and costs associated with the disposal of removed equipment. The customer is responsible for providing sufficient documentation to validate the project costs. Manufacturer, vendor, distributor, Trade Ally or contractor provided incentives (credits, deductions, refunds, etc.) must be subtracted from the total installation cost.

Additionally, selected prescriptive incentives have limits and/or caps. Specific incentive caps are applied per measure, facility or project. These caps are specified in the current CEBEEP Incentive Catalog and Incentive Application.

P.5.3 Custom Project Incentive Caps

For custom projects, the project incentive cannot exceed 50% of the total cost of purchasing and installing energy efficiency measures. Project costs may include the labor necessary to implement the measure (internal labor costs cannot be included) and costs associated with the disposal of removed equipment. The customer is responsible for providing sufficient documentation to validate the project costs.

Manufacturer, vendor, distributor, Trade Ally or contractor provided incentives (credits, deductions, refunds, etc.) must be subtracted from the total installation cost.

Consumers Energy reserves the right to apply a cap to individual custom measure costs, in addition to the whole project cost, when the measure costs are significantly higher than are typically seen in this program.

P.6 Hazardous Materials

All equipment must be recycled or disposed of according to state, federal and local regulations. Information about the requirements for the State of Michigan can be found at the Michigan Department of Environmental Quality website: <u>michigan.gov/egle</u>. For simplified recycling options and questions, guidance can be found at: <u>www.earth911.com</u>.

P.7 Equipment Specifications

Detailed equipment specifications for prescriptive measures are found in the CEBEEP Program Incentive Catalog. All equipment specification requirements as listed in the Catalog must be met to be eligible for the associated measure incentive. Please refer to the Incentive Catalog for details.

P.8 How to Apply

The process of applying for incentives under CEBEEP is designed to be simple and involve as few steps as possible. Program staff members are available during normal business hours to facilitate the application process. Visit the Consumers Energy website to apply with the PDF or online application:

- Trade Allies: ConsumersEnergy.com/Ally
- Customers: ConsumersEnergy.com/onlineapplication

P.8.1 Pre-Notification Application

Funding is limited, and a Pre-Notification Application is not a guarantee of program acceptance. Pre-notification is strongly encouraged for all participants in order to confirm proposed equipment eligibility, receive pre-approval of incentive levels and reserve funding. Pre-Notification Applications are required to be eligible for incentives for certain measures. Pre-Notification Applications must be submitted prior to the installation of the proposed equipment. Please refer to the current program year CEBEEP Incentive Application for details on which measures require pre-notification.

Pre-notification commits funds for a specific project based on the following criteria:

- Measures are completely installed within 90 days of project pre-notification approval from Consumers Energy.
- The customer has committed to commence work on the proposed measures within 30 days of project approval.²
 It is the responsibility of the applicant to contact the CEBEEP team if a project is delayed, substantially changed
 or canceled.
- An estimated completion date for the project must be included in the Pre-Notification Application.
- Funds that have been pre-approved for specific applications are not transferable to other projects, facilities/ campuses or customers.
- The online or PDF Pre-Notification Application can be submitted by fax or email; this initiates the review process.
- Reserved funding is only committed to a given project when all project details have been approved. Any missing information required to estimate incentives and energy savings must be submitted upon request.
- The Pre-Notification Application for a prescriptive incentive must include enough information (equipment specifications, quantities, etc.) to estimate the incentive amount.
- The Pre-Notification Application for a custom incentive must include an estimate of the annual energy savings, as well as enough descriptive information, including equipment performance data, operating schedules, load profiles, assumptions and calculations and other information, to support the energy savings estimate.

P.8.2 Detailed Program Steps

Step 1: Check Eligibility.

Verify that the project is eligible and meets the project requirements as set forth for customer eligibility (<u>Section P.3</u>), project requirements (<u>Section P.4</u>) and incentive caps and limits (<u>Section P.5</u>).

² The CEBEEP team reserves the right to contact the customer after the 30-day period has expired to ensure that the project is moving forward. The commitment may be canceled if progress toward installation is not demonstrated.

Step 2: Obtain, Complete and Submit a Pre-Notification Incentive Application.

Obtain a hard copy or access the CEBEEP Incentive Application form online at <u>ConsumersEnergy.com/startsaving</u>. Or utilize the online application at <u>ConsumersEnergy.com/onlineapplication</u>. Complete all required information as stated:

- Pre-notification is strongly recommended for all projects. Contractors may complete the form on behalf of their customers, but must provide all customer information and a customer contact name.
- Applications received with missing documents or information are categorized as incomplete and will not be considered received or processed until all required information is submitted.
- Upon approval of pre-notification, incentive funds will be secured for up to 90 days. A pre-inspection may be required.
- For projects requiring pre-notification, work should not begin until the customer receives a reservation letter from the CEBEEP team.

Step 3. Install the Project.

Install the equipment or systems within 90 days of reservation.

Step 4. Collect the Required Documentation.

Collect the required documentation of project completion and costs, and, for custom projects, documentation of energy savings within 60 days of project completion. Obtain copies of the purchase orders or work order, statement of work, equipment specifications and product model numbers; labor and material costs should be shown separately. The documents should clearly indicate the same equipment quantities and performance as indicated in the Incentive Application. If the project equipment is included on several invoices, it will be helpful if the applicant prepares a summary sheet itemizing the equipment and showing how the quantities on the application match those in the application.

Step 5. Obtain, Complete and Submit a Final Application.

Complete the Final Application online at <u>ConsumersEnergy.com/onlineapplication</u>. If you completed the Pre-Notification using the online application, use the same project as your final by completing or updating any relevant fields. Another option is to obtain a hard copy or complete the Final Application form on the CEBEEP website: <u>ConsumersEnergy.com/startsaving</u>.

Please note that the Final Application form is the same as the Pre-Notification Application form. If you submitted a Pre-Notification Application, be sure to correct any incomplete or incorrect information and check the "Final Application" box in the Incentive Application type section. Also include and sign the Final Application Agreement page in the application. For a Final Application, sign and submit only after all equipment has been installed. A customer signature is required for payment. Applications received with missing documents or information will be categorized as incomplete and will not be considered received or processed until all required information is submitted.

Final Applications must be received within 60 days of the completion date or on or before the reservation expiration date of the project, whichever occurs first. Final Applications submitted after the deadline may not be eligible for incentives.

Step 6. Await Final Application Review.

The CEBEEP staff will review the Final Application and final project documentation. A post-inspection may be required for verification purposes. Please note that the actual incentive amount paid will be based on the review of the Final Application and supporting project documentation of installed equipment, and will be subject to the program specifications and the terms and conditions in the application agreement. It is essential that the applicant comply with all terms and conditions and ensure that the installed equipment meets the required specifications. Equipment specifications and program terms and conditions can be found in the program application at <u>ConsumersEnergy.com/</u> startsaving. *Please note that a reservation does not guarantee an incentive.* Multiple projects and reservations for projects at the same premises or for the same customer may be subject to an annual cap. Incentive payments will be sent within six to eight weeks from the time that all documentation is received and the field inspection is complete.

Step 7. Undergo Measurement and Verification.

Some projects will be chosen for independent measurement and verification (M&V) purposes. If so, the customer will be contacted by a utility representative. M&V may include obtaining logged data on individual project components.

P.8.3 Discrepancies

If it is determined that there are discrepancies between the Incentive Application and Consumers Energy's on-site analysis, CEBEEP staff will contact the customer to review these differences. This provides an opportunity for the customer and/or contractor to dispute the inspection results. After a period of **10 calendar days**, if the customer and/or contractor has not contacted CEBEEP staff to discuss the inspection results, the revised incentive level will be deemed final. If the customer and/or contractor disputes the inspection results, Consumers Energy's representatives and the customer and/or contractor shall attempt in good faith to promptly resolve such dispute.

If the project scope has changed or the Final Application funding request differs from the Pre-Notification Application reserved funding amount, the project will be reviewed considering fund availability. Additional funding above the reserved amount may be paid if funds are available.

On occasion, CEBEEP may receive an application of a sizable enough scale that verifying certain aspects of the project will be extraordinarily difficult. In this instance, program staff will take all reasonable measures available to validate the exact scope of the project as best as possible. However, if the scope prohibits the determination of such exactness, an estimation will be formulated as a substitute. For this type of project, CEBEEP staff will cross-check certain areas of the facility with any documentation the customer and/or contractor can provide that shows the scale of the project (floor plans, etc.), while also performing a more general walk-through of the remaining areas to ensure the scope on the application is feasible. An example of where this may occur is a lighting project where hundreds of fixtures throughout a facility will be replaced with hundreds of new fixtures and the inspector has determined it not feasible to count every fixture and verify its wattage/type.

P.8.4 Reservation Extension Process

If the customer receives approval to move forward with a project but will need more than 90 days to complete the project, the customer can provide proof that the project is progressing toward completion and request an extension of the reservation. Consumers Energy may grant a 30- to 60-day extension after reviewing the project details. The granting or denying of an extension request is under the sole discretion of Consumers Energy.

If a customer receives one extension and it appears the project will not be completed until after the extension has expired, the customer can provide additional proof that the project is progressing toward completion and request a second extension. Consumers Energy may grant a second extension after reviewing project details. At the end of the second extension, the customer must provide the Final Application, along with all required final documentation. Consumers Energy will not grant subsequent reservation extensions.

P.8.5 Forms

The CEBEEP Incentive Application form (online or PDF version) serves as both a Pre-Notification Application and a Final Application form.

If submitting a Pre-Notification Application using the PDF, mail, fax or email the completed application and associated worksheets to the CEBEEP team for pre-notification and reservation of funds. Contact information can be found at the end of this document (<u>Section P.16</u>). Or submit the Pre-Notification Application and supporting documentation via the online application.

To request payment for a completed project, submit the same forms. The Final Application must be fully completed with a customer signature and returned before incentives will be paid. The Final Application must also include all necessary final documentation, such as paid itemized invoices and/or receipts, cut sheets and commissioning (operational) reports (<u>Section P.10</u>). Applications received with missing documents or information will be categorized as incomplete and will not be considered received or processed until all required information is submitted.

Please note: Consumers Energy reserves the right to conduct both pre- and post- inspections of all projects.

P.9 Payment Process

CEBEEP incentives will be paid directly to customers OR to third-party recipients.*

Please indicate the exact name of the designated payee and the appropriate tax ID number on the customer information page of the Incentive Application, or on the payment release authorization section of the Final Application agreement page if it is a third-party recipient. If a contractor or third party is to be paid directly, be sure to provide the customer's signature on the third party payment release authorization section of the Final Application agreement page, as well as the payee's tax ID number. **Incentives cannot be paid unless the tax ID number is supplied. The tax ID number must match the payee's W9 form.**

*Except in cases where the contractor has probationary status. In such cases, the incentive check will be sent directly to the customer.

P.10 Documentation

For prescriptive measures, the required final project documentation should include detailed invoices listing specific equipment model numbers and quantities purchased. Copies of invoices should be indicated as "paid" and itemized with the costs of equipment, labor, supplies and other items.

The location or business name on the invoice should be consistent with the application information. Invoices must be dated within 60 days of Final Application submission. The invoice must include the customer's signature on final cost page, which must match the signature on the Final Application.

Applicants may be asked to provide more detailed information on the equipment location to aid in the pre- and/or postinspection process. Documents indicating the performance factors that are used as a basis for the incentive must also be submitted with the Final Application. These include, but are not limited to, the following:

- Manufacturers' product literature
- Product brochures
- Cut sheets
- Floor plans and installation plans
- · Affidavit for specific requirements

If the documented capacity or performance differs from the performance in the Pre-Notification Application, the incentive will be adjusted accordingly. Failure to provide the documentation will delay the payment process and could result in no incentive payment.

Rebranding LED lighting products does not qualify for an incentive unless the rebranded lights are listed by DesignLights Consortium[®] (DLC[®]) or ENERGY STAR[®] under the rebranded name. Both the manufacturer and model number must match on the lamp/fixture, invoice, specification sheet and DLC[®] or ENERGY STAR[®] listing. DLC[®] allows rebranding of currently listed products through an alternative organization name under the Private Label Application. Among the criteria to qualify, products must be currently DLC[®] listed and include a parent product to be eligible. The original equipment manufacturer (OEM) will be required to sign the application as well. For measure-specific requirements, see the current year's Incentive Catalog. For the application and a full list of requirements, <u>click here</u>.

LED lighting products that are not listed with DLC[®] and/or ENERGY STAR[®] may be approved on a per-product basis if the product conforms to the requirements to be listed by either DLC[®] or ENERGY STAR[®] (see the current year's Incentive Catalog for measure-specific requirements).

For custom measures, final documentation may include plans or specifications for equipment or systems that are modified, paid invoices, equipment specification sheets or other information indicating performance over the full range of operation, documentation of operating schedule and loading profiles, commissioning reports, production schedules, weatherization estimations or other documentation required by the CEBEEP engineering staff. Power or other operating measurements or monitoring may be required for verification of calculated energy savings prior to approval of incentive payments. See <u>Section P.11</u> for guidelines on how to calculate and document energy savings for custom measures.

All Final Applications must be fully complete with final documentation and include the signature of the customer and, if applicable, the designated third-party recipient of the incentive. Applications must be received by **Nov. 30, 2025**, to apply for the 2025 program.

P.11 Guidelines for Calculating and Documenting Energy Savings for Custom Measures

The incentives for CEBEEP's custom projects are based on calculated annual kilowatt-hour (kWh) or Mcf savings. To be accepted as a basis for the incentive, the savings must be calculated using acceptable engineering calculation techniques and/or metered data supported by site-specific operating and equipment performance documentation. Applicants must also be aware that incentive estimates are not final until after the measures have been installed and Consumers Energy has performed various measurement and verification (M&V) activities. The final incentive payment may be different from the reserved amount if post-retrofit system operation or performance does not reflect the assumptions used to set the reserve amount.

The guidelines provide suggestions for submitting project documentation to ensure the project qualifies as a CEBEEP custom measure and the estimated savings and applied-for incentives are realized. This section provides information to assist in calculating/measuring energy savings associated with a project.

The analysis methods and documentation details are recommendations, not requirements. These guidelines should help to expedite review of the project by helping applicants meet the program requirements and complete energy savings calculations.

Before submitting the application for a custom project, check if the measures are available as part of our prescriptive program, and if so, submit them on the prescriptive Incentive Application. Before beginning the savings estimate, identify the project payback period. Consumers Energy will confirm that the life of the applied-for measure exceeds the project payback period. Both factors will be used to determine if the measure is eligible for the program and identify the applicable incentive. If there is any concern about qualifying for the program, contact the program team for assistance.

For certain projects, in addition to energy savings calculations, the program may require measurement and verification (M&V) to qualify for an incentive. We encourage custom incentive applicants to review the International Performance Measurement and Verification Protocol (IPMVP) (<u>evo-world.org</u>) and review documents available through a web search for "measurement and verification" for good information about the concepts behind project performance measurement. Any operational data available to support the claimed energy use for the project can help validate your savings calculations, and therefore should be provided with your application. For assistance with identifying appropriate M&V procedures, contact the program team.

The following sections discuss general guidelines for project submission. It is recommended that the applicant contact the CEBEEP team when preparing a custom application to discuss the data and documentation requirements, M&V requirements and savings estimation approach.

P.11.1 General Custom Incentive Guidelines

Consumers Energy Business Energy Efficiency Programs offer custom incentives for those eligible improvements not included in the prescriptive measures list. Custom measures result in reduced electric and/or natural gas energy use because of **improved system efficiency** (i.e., a net decrease in energy use without a reduced level of service). For example, installing a lower wattage lamp in place of a higher wattage lamp of the same type would not qualify for an incentive. However, should the lighting system (e.g., lamp, ballast and fixture) demonstrably improve the total lumens per watt delivered, an incentive would be considered. For example, providing improved per widget production while keeping the same or lowering energy use for the system would be considered for an incentive. The decision as to whether an improvement is eligible for a custom incentive is under the sole discretion of Consumers Energy.

Examples of custom measures include, but are not limited to, the following:

- Process improvements
- Process exhaust heat recovery
- Variable-speed control on motors (greater than 250 HP)
- Upgrade of a refrigeration compressor
- Complex air compressor improvements
- Tank insulation
- Boiler blowdown heat recovery

Incentives for custom measures are based on the electric and/or natural gas energy savings that result from installing the energy efficiency measure and are calculated based on the first year's kWh or Mcf savings. The applicant must provide enough descriptive information, equipment performance data, operating assumptions and measurements and calculations to support the energy savings estimates.

The payback period must be between 1 and 15 years. The total calculated incentives cannot exceed half of the measure cost, as described in <u>Section P.5</u>.

Payback period is calculated by using the following equation: Simple Payback Period = Measure Cost / [(Annual kWh Saved x Electricity Rate) + (Annual Mcf Saved x Natural Gas Rate)]

To estimate the first-year energy (kWh or Mcf) savings for retrofit projects, calculate the difference between the preretrofit or "base case" system energy use (kWh or Mcf) and the post-retrofit or "efficient case" system energy use. First, define and describe the base case and efficient case system and operating conditions. The kWh and Mcf savings calculations can be done in several ways, depending on the specific measure being installed and the percentage of total use that the savings represents.

There are general requirements that are common to all custom projects, as listed below:

- Provide a concise project description. Describe BOTH the existing (pre-retrofit or "base case") system AND the proposed (post-retrofit or "efficient case") system. Be as precise yet concise as possible in the descriptions include specific quantities and equipment descriptions.
- Provide the quantity, make, model number and rated capacity of BOTH the existing equipment AND the new equipment being installed. Also provide other nameplate information like operating voltage and rated full-load amps where appropriate. The scope of work in the proposal to the customer is often helpful to describe the new equipment.
- Provide copies of the manufacturers' specification sheets and/or performance rating sheets and the website addresses where further technical information about the equipment and its performance can be found.
- Identify equipment using the terminology or numbering system used by the customer (e.g., "Install a VFD on process pumps #3, 5, 7, 8, 9.").
- Provide copies of sketches, drawings, equipment lists or inventories that can help to clarify the scope.
- Describe the locations where the equipment is to be installed.
- Describe BOTH the facility operating hours AND the equipment operating schedule for each day of the week. Where equipment operation varies by day or season, be sure to provide a description of the operation for all days of the week and all seasons.
- Describe equipment load conditions for the hours the equipment typically operates.
- Annotate all assumptions or constants used in engineering calculations.
- Provide the name(s) of the person(s) conducting the savings calculations so that CEBEEP staff can discuss any questions.
- Use accepted engineering algorithms and procedures from recognized technical organizations such as ASHRAE, SMACNA, ANSI, etc.
- Use rated performance factors tested with accepted procedures specified by recognized rating agencies such as AHRI, AGA, ANSI, ASTM, etc. Provide an explanation when equipment performance rating conditions vary from standard conditions.
- Provide expected measure life.

P.11.2 Acceptable Calculation Methods

A list of acceptable energy savings calculation approaches follows. Each method will be discussed in more detail as it applies to categories of measures in the following sections:

Whole Building Metering

For some projects, where the savings are a significant fraction (10% or more) of the total monthly (or annual) kWh or Mcf use, a "bills before, minus bills after" approach can be used. This approach assumes that conditions are identical before and after the project, such as building occupancy levels or operating hours. Usually, a regression must be included in this approach to adjust for uncontrolled variables such as weather.

- If a whole system or building model is used, be sure to provide enough documentation or annotation so that any differences in inputs between the base case and high-efficiency case can be understood and verified by the reviewers.
- Models that do not reflect the actual systems and their operation (i.e., defaults are used instead of building-specific equipment) are not acceptable.
- Whole building models should be calibrated to actual energy use (based on electric or natural gas bills) and use typical weather data such as TMY³ for weather calibration.
- Production data and hours of operation may be required to confirm consistent use of the facility space for the time studied.

Equipment or Process Sub-Metering

When measures are installed that affect large individual systems or sets of equipment (for example, an air-compressor, chiller, process blower or injection molding machine), sub-metering may be the best way to document the savings. This may require the installation of temporary portable monitoring equipment that measures and records the equipment's power use/demand for short intervals over several days or weeks. When sub-metering is used, a method must be developed to extrapolate the savings for the measurement period to a full year of operation. Component sub-metering often includes observing other variables such as outside air temperature, operating hours or production quantities during the measurement period to allow for this extrapolation. Sub-metering equipment will be provided when available and applicable, and the customer's certified electrician will be solely responsible for installation.

Engineering Calculations

For measures that have an impact on several smaller systems, sub-metering may be impractical. For these measures, an engineering calculation method may be preferred to document savings. For most equipment types and efficiency measures, there are well-established engineering procedures, and several public domain component or equipment performance models are available to calculate pre- and post-installation energy use. One common modeling method is the "bin" method, in which the energy requirements for the equipment pre- and post-installation are identified for several fractional load "bins" (i.e., 25%, 50%, 75% and 100% load or temperature range bins) and the pre- and post-installation performance for each load or temperature bin is applied to the loads and hours that the system operates in the bin over the year.

Whole Building Modeling Methods

For measures that have a building-wide impact or an impact across several systems, engineering modeling using generally accepted public domain software is acceptable to document the savings. When using any model, the applicant must provide both the base case and post-case input files and annotate the files to clearly show how the differences between pre- and post-retrofit of the system are being simulated. Savings estimates that are submitted based on manufacturers' proprietary performance models may be acceptable as initial estimates, but additional information and actual on-site operating data or measurements verifying the model assumptions will usually be required to confirm the final savings. Applicants who expect to use modeling to estimate savings as a basis for the incentive should contact program staff early in the project development process.

The following sections describe how these basic savings estimation principles and submission requirements apply to certain project types or technologies.

P.11.3 Custom Mechanical Measures

Note that some of the most common mechanical measures are included in the list of prescriptive measures. These measures, including HVAC chiller or packaged AC unit replacement and variable frequency drive (VFD or VSD) installation for HVAC motors, should be applied for using the prescriptive application. Common custom measures that can be applied for under the Custom HVAC category include:

- Process (exhaust) heat recovery
- Variable frequency drives on motors greater than 250 HP
- Tank insulation

³Typical meteorological year (TMY) is a dataset of hourly values of solar radiation and meteorological elements for a one-year period. The intended use of TMY data is for computer simulations of solar energy conversion systems and building systems to facilitate performance comparisons of different system types, configurations and locations in the United States and its territories. TMY data represents typical rather than extreme conditions and is not suited for designing systems to meet worst-case conditions that might occur at a location. Definition adapted from the National Solar Radiation Database, accessed Nov. 30, 2020.

Most (but not all) HVAC system measures are weather-dependent. As such, the preferred methods for estimating energy savings are building or system models that integrate local weather conditions with system loads and performance, or "temperature bin" models. This section includes several acceptable methods for providing a savings analysis for HVAC measures. In all cases, it is important to document the pre- and post-retrofit conditions thoroughly. For most projects, the analysis will need to be calibrated and adjusted to reflect weather variations, occupancy variations and internal load changes.

The following techniques may be employed to calculate project savings:

- Building models that are publicly available and well-documented; for example, eQUEST, Energy Plus and DOE2 are recommended for measures with building-wide or system interactive effects. Proprietary vendor programs such as Trane Trace, Carrier HAP, etc., may be accepted with appropriate documentation. Without adequate documentation, these models cannot be utilized and offer little confidence in the results.⁴
- ASHRAE-based simplified calculation methodologies, including the "bin" method, are usually useful to estimate
 the savings with many weather-dependent strategies such as economizer systems (water and air), heat recovery,
 ventilation control or even VAV conversions. These methods can be calculated in a spreadsheet format so that the
 underlying assumptions can be easily followed. In many cases, for retrofit projects the existing building energy use
 and energy use patterns can provide the basis of calibration for these methods.
- Simple spreadsheet analysis may be used for certain stand-alone retrofits such as carbon monoxide sensors for a parking garage.
- For certain projects, a monitoring/metering approach may be the best way to document savings. The applicant should remember that it is simpler to verify the post-case, but it is the base case condition that requires documentation for program verification. Be sure to consider pre-project measurements when planning a future project. The following are some suggested parameters for measuring pre- and post-retrofit:
 - Power (kW), energy (kWh), natural gas use (Mcf)
 - Air flow rate (cfm), temperature (°F), fluid flow rate (gpm)
 - Building activity (people, hours, etc.)
 - Outdoor temperature and humidity (may be available from other sources)

P.11.4 Custom Building Envelope Measures

Common custom measures that can be applied for under this category include:

- Window treatments such as external or internal shading
- Door or window opening treatments that reduce infiltration

Accurately estimating energy savings for envelope improvement measures is often difficult because their impact involves a high degree of system and interactive effects. The best way to estimate the impact of an envelope treatment is to use a whole building model as described in the previous section. These models provide the opportunity to describe the pre- and post-retrofit insulation and surface characteristics and provide acceptable performance in terms of including all interactive system effects.

However, developing a whole building model to estimate the savings for an envelope improvement is often not practical. There are several simplified degree-days or weather-based "bin" analysis methods that are sufficient for estimating the impacts of such measures. These methods are described in detail in ASHRAE's Handbook compendium. ASHRAE's guidelines combined with local weather data files will provide most of the information and calculation procedures necessary to estimate savings resulting from building envelope measures. Some of the more common methodologies have been put into spreadsheet format and are available commercially online. The Department of Energy and some states have supported the development of analytical tools that are useful in isolating the savings for various envelope improvements, such as a tool provided by the Cool Roof Rating Council (coolroofs.org). It is useful for estimating the impacts of roof insulation and treatments. The performance characteristics and properties of various coatings and materials are also provided.

⁴The Saving Solutions review team may attempt to duplicate savings estimates using other tools and must be provided enough information to do so.

P.11.5 Custom Process and Refrigeration Measures

Some typical measures that fall in this category are:

- "Tower-free" cooling for process cooling (e.g., plate and frame heat exchanger, closed-loop tower or "glycooler")
- · Higher-efficiency or improved-control process equipment
- Upgrade of a refrigeration compressor
- Process improvements
- Process control improvements

Several methods can be used to document energy savings for process measures. Nearly all process measures will require some degree of monitoring or measurement or hourly log observations to establish the load profile for the equipment, the energy use and the savings, which are then extrapolated to a full-year period. In all cases, it is important to consider any seasonal, weekly or monthly variations in operation.

• Short-term pre- and post-retrofit measurements extrapolated by production.

Energy use for process systems is often (but not always) related to production output. One method to document annual savings is to compare the system pre- and post-retrofit over a representative production period (which may include multiple shifts) and then extrapolate the results to a full year. The method is as follows:

- Determine the system's pre-retrofit kWh per unit of production per shift/production run/equipment cycle, as appropriate.
- Determine the post-retrofit kWh per unit of production per shift/production run/equipment cycle, as appropriate.
- Adjust the baseline using the post-retrofit production level.
- Extrapolate to a full year by multiplying the difference by the annual production.
- Short-term measurements extrapolated by shifts or operating time. In some cases, the energy use does not relate to production, but to equipment operating time or availability instead. In this case, the savings are similar to the above except the time in days or the number of shifts is the factor used to extrapolate the savings to a full year.
- Short-term monitoring extrapolated to a year. Short-term pre- and post-retrofit monitoring can be carried out for a week or two and the results extrapolated to a full year based on time. The difference is then multiplied by the ratio of annual hours to monitored hours.

• Post-retrofit energy monitoring and calculated base case energy extrapolated to a full year.

This method is useful when the performance or efficiency of the base case equipment is known but the load profile was not monitored prior to implementing the project. This method often applies to compressed air systems or large refrigeration systems. In this case, the post-retrofit system power and output (cfm or tons) is measured for a period of a week or more. The base case power for the same period is then calculated by multiplying the output by the base case equipment performance. The savings are then extrapolated to a full year based on the projected loading pattern.

P.11.6 Unacceptable Documentation

This section lists methods for calculating the energy savings for custom measures that are not acceptable.

- Vendor-specific or proprietary analysis software will not be accepted unless the methods used are available for review and the input parameters are specific to the site.
- The use of simple percent of total kWh or Mcf savings or percent of end use energy savings is not acceptable.
- Factors or percentages of savings achieved at other sites are not acceptable as documentation for custom savings unless there is an extensive body of statistically valid results.
- The use of a rule-of-thumb estimate to calculate savings is not acceptable.
- Marketing materials from the manufacturer or distributor and the company's case studies or savings claims based on non-standardized methods are not acceptable. For example, any manufacturer's or distributor's product savings claim that has not been verified by a certified third party will not be accepted.

- For intermittently operating equipment, the hours of operation must be documented in some fashion either from logs, elapsed time meters or daily observation of occupancy hours. If documentation is not provided, very conservative estimates must be used.
- The use of spot measurements as documentation of power or energy use is typically not acceptable for variableload equipment.
- Measurements of electrical current can often be used as a proxy for true power (kW) measurements EXCEPT for systems where the power factor may vary significantly and, often, in variable speed drive situations (where the voltage as well as the amperage can vary). Contact the CEBEEP team to verify monitoring needs when VSDs are installed.

P.12 Trade Ally and Contractor Requirements

The process of applying for incentives under the Consumers Energy Business Energy Efficiency Program (CEBEEP) is designed to be simple and to involve as few steps as possible. Program staff members are available during normal business hours to facilitate the application process.

CEBEEP defines the entities as follows:

- A <u>customer</u> is defined as a business customer who receives electric and/or natural gas delivery service from Consumers Energy and is upgrading their facility with eligible energy efficient measures.
- A <u>contractor</u> is defined as either the installer, general contractor, A&E firm or supplier responsible for the qualifying equipment.
- A <u>Trade Ally</u> is a contractor in good standing with CEBEEP whose approved application has allowed them to register with CEBEEP.

Any contractor deemed ineligible is banned from participating with CEBEEP in any form.

P.12.1 Trade Ally Application Criteria

A Trade Ally is the most valued CEBEEP partner. Trade Allies are the first to receive information about program changes and receive direct one-on-one communication from CEBEEP outreach, their feedback (both positive and negative) helps shape program direction and they may receive financial bonuses and recognition for performance.

To become a Trade Ally, a contractor needs to:

- Register on the <u>Trade Ally Portal</u>
- The Account Manager will reach out to discuss next step and training opportunities

Restrictions:

- Applicant must be either the installer, general contractor, A&E firm or supplier responsible for the qualifying equipment to be eligible as a registered Trade Ally.
- Use of the Consumers Energy logo is strictly prohibited without the express written approval of Consumers Energy, including but not limited to marketing materials, websites and business cards.
- Co-branding is allowed, but only by applying with and receiving approval through the application and approval of the Preferred Trade Ally Marketing Kit, found <u>here</u>. If guidelines are not met, it will result in the removal or suspension (<u>Section P. 12.2</u>) as a registered Trade Ally and loss of co-branding rights.
- The use of the term "partner" is not allowed under the CEBEEP.
- Any instance of an individual or company representing themselves as a Consumers Energy employee will result in removal or suspension as a registered Trade Ally.
- Contractors not in good standing and ineligible contractors cannot become Trade Allies.

P.12.2 Trade Ally Actions and Process

CEBEEP has found the use of Trade Allies to be a powerful way to leverage resources to obtain cost-effective energy efficiency improvements for utility customers. This approach has served all participants well and has historically produced results with a high level of customer satisfaction. At the same time, it is important to keep in mind that a poorly performing Trade Ally could create obstacles for valued customers as well as the entire program. Therefore, it is important to maintain oversight and mitigate any difficulties as rapidly as possible. In some instances, actions may be required to ensure program quality and success.

Maintaining Trade Ally Status:

To remain a CEBEEP Trade Ally in good standing, a Trade Ally must complete at least one paid project per program year and must comply with all guidelines and requirements as stated in the Program Policies and Procedures Manual for the respective programs. Failure to do so could lead to removal as a registered Trade Ally or probation, or, in severe circumstances, removal from the CEBEEP completely.

Criteria for Losing Trade Ally Status:

A Trade Ally is expected to be an ambassador of the program and could lose Trade Ally status based on any of the concerns listed in the Contractor's Criteria for Removal in the following section.

Disciplinary Process for Trade Allies:

- i. Upon identification of an issue or concern, CEBEEP will communicate the concern to the Trade Ally as soon as is practicable or once all evidence or facts have been obtained. Communication will be conducted by phone and/ or in person, followed by documentation sent to the Trade Ally via standard mail and/or email. For highly severe concerns, the written document may be delivered by program staff.
- ii. CEBEEP staff will create a written record, a copy of which will be placed in the Trade Ally's or contractor's file and/or the program database.
- iii. CEBEEP staff will discuss potential resolutions with the Trade Ally and will be available for meetings with the Trade Ally to resolve the concern(s).
- iv. If a satisfactory resolution cannot be achieved or the item of concern is repeated on additional applications, the Trade Ally will lose their status as Trade Ally and CEBEEP will categorize them as a contractor, and a formal letter will be sent to the contractor. Ramifications of removal include but are not limited to:
 - 1. Termination of Trade Ally status, including removal from the online Trade Ally directory.
 - 2. Restriction from using the Trade Ally designation in communications, marketing materials and advertisements.
 - 3. Removal from co-branding opportunities and any other bonuses or financial offerings provided to Trade Allies in good standing.
 - 4. Disallowing of access to the Online Application.
 - 5. Removal or disallowing of any additional offerings provided only to Trade Allies in good standing.

Possibility of Reinstatement of Trade Allies:

Under its sole discretion, CEBEEP staff may consider reinstating contractors to Trade Ally status on a case-by-case basis, generally after a period of not less than 12 months from receipt of the expulsion letter. However, only very rare circumstances will justify reinstatement of a Trade Ally who was removed for a highly severe concern.

P.12.3 Contractor Actions and Process

It is important to keep in mind that poorly performing contractors could create obstacles for valued customers as well as the entire program.

Therefore, it is also important to maintain oversight and mitigate any difficulties as rapidly as possible. In some instances, actions may be required to ensure program quality and success.

Permits and Municipal Inspections

It is the customer's and/or contractor's responsibility to adhere to local codes and ordinances. It is their sole responsibility to acquire all necessary permits and undergo inspections required by the local government.

Criteria for removal:

Contractors will be subject to complete removal from the program based on the severity of the concern or an accumulation of frequent, less severe concerns. We classify these concerns as being noncompliant with Program Rules. These concerns are listed as follows:

- **i. Highly severe concerns:** Items that may result in financial, legal and/or other risks to CEBEEP and/or Consumers Energy customers. The following are considered highly severe concerns and could lead to immediate removal from the program:
 - 1. Fraud or misrepresentation on the part of the contractor, including submitting a Final Application that requests an incentive payment for projects where installation has not started or forging or inserting customer signatures without prior written permission on the Final Application Agreement.
 - 2. Refusal to honor warranties.
 - 3. Violations of Michigan or local laws, such as those concerning hazardous waste disposal.
- **ii. Severe concerns:** Items where customer satisfaction could be negatively impacted if not addressed. CEBEEP will give the contractor a reasonable amount of time to resolve the issue. If the issue is not resolved satisfactorily or is repeated on applications thereafter, the contractor may be removed from the Program. The following are considered severe concerns:
 - 1. Providing inaccurate information resulting in a significant overstatement of requested incentives (greater than 50%).
 - 2. Three failed final inspections within two program years. A failed inspection is defined as an inspection where a project file incentive is reduced by more than 15% on either a Pre-Application or a Final Application.
 - 3. Failure to resolve failed inspection items or customer complaints within 14 calendar days.
 - 4. An installation that does not meet program specifications and installation standards.
 - 5. Receipt of two or more customer complaints within a program year.
 - 6. Incorrectly modeled building resulting in a requested incentive greater than 15% of the project's eligible incentive.
 - 7. Substitution and installation of different products that do not comply with program rules after qualifying products were submitted and approved by the program during the pre-review process.
 - 8. Use of the incentive as leverage against the customer (i.e., refusing to submit the Final Application until the customer fully pays all construction costs).

iii. Administrative/cumulative concerns: Items where a contractor fails to adhere to stated policies and procedures and/or reasonable standards of professional conduct, which may not be clearly visible to the customer. These situations will be monitored and the contractor will be put on probation, meaning that further disregard for program policies and procedures or standards of professional conduct could result in removal of contractor status. Examples include:

- 1. More than once submitting incomplete or incorrect documentation that leads to file inaccuracies and/or delayed processing time.
- 2. Requesting incentives for material or products that do not meet program requirements.
- 3. Having one failed final inspection. A failed inspection is defined as an inspection where a project file incentive is reduced by more than 15%.
- 4. Submitting a pre-application for a measure that requires pre-notification after the project has already been completed.

Contractors who have current or ongoing program concerns (as set forth in items i, ii and iii above) in the past 12 months are not eligible for Trade Ally status.

Disciplinary Process:

i. Email / Phone Warning:

 Upon identification of an issue or concern, CEBEEP staff will communicate the concern to the contractor as soon as is practicable or once all relevant evidence or facts have been obtained. Communication will be by email, phone and/or in person, followed by documentation sent to the contractor via standard mail and/or email. For highly severe concerns, the written document may be delivered by program staff to confirm proof of receipt. 2. CEBEEP will create a written record, a copy of which will be placed in the contractor's file and/or the program database.

ii. In-Person/Written Warning:

- 1. If the issue or concern continues, the contractor will be asked to meet with CEBEEP staff to discuss the issue or concern in person.
- 2. This meeting will be followed by noncompliance documentation sent to the contractor via standard mail and/or email.
- 3. If the contractor is unable to schedule and attend a meeting in a timely manner (within 14 calendar days of the initial request), written documentation will be sent to the contractor via standard mail and/or email and the in-person meeting will not be necessary.

iii. Probationary Status

- 1. If a satisfactory resolution cannot be achieved or the item of concern is repeated on additional applications, the contractor will be put on probationary status. The ramifications of being placed on probationary status include but are not limited to:
 - a. Notification of customer that the contractor they selected is on probationary status with CEBEEP
 - b. Required 100% pre- and post-inspections by CEBEEP on all files.
 - c. Disallowing of access to the Online Application.
 - d. Disallowing of access to 0% Michigan Saves financing. The contractor will still be able to utilize Michigan financing, but only at the standard Michigan Saves financing rates.
 - e. Disallowing of contractor to be designated as payee (third-party check), where applicable.
 - f. Disallowing of custom incentives. While contractors are on probationary status, they are only allowed to request prescriptive incentives. On a case-by-case basis, if CEBEEP considers the proposed technology sound and already well proven through independent third parties (e.g., Lawrence Berkeley National Laboratory), CEBEEP may consider reviewing the custom pre-application; otherwise, custom pre-applications will be canceled upon receipt.
- 2. Under its sole discretion, CEBEEP may consider removing contractors from probationary status on a case-by-case basis, generally after a period of not less than 12 months from receipt of the probationary letter.
- 3. CEBEEP will create a written record, a copy of which will be placed in the contractor's file and/or the program database.

iv. Complete Removal

- 1. If, while on probationary status, a satisfactory resolution cannot be achieved or the item of concern is repeated on additional applications, the contractor will be removed from the program and banned from participating in any part of CEBEEP. Such contractors will be deemed ineligible contractors.
- 2. Ineligible contractor status also extends to any of the contractor's affiliates.
- 3. The ramifications for ineligible contractors who are banned from participating in the program include but are not limited to the following:
 - a. They will be completely removed from the entire CEBEEP Commercial and Industrial (C&I) portfolio, including the ability to apply for or receive incentives for energy efficient projects, including those installed on the customer's behalf, and to participate in other service offerings, pilots or the Small Business program.
 - b. Pre-applications under review by CEBEEP will be canceled.
 - c. Applications on CEBEEP's waitlist will be canceled.
 - d. Final Applications for which CEBEEP incentive funding has already been reserved will be maintained for the usual 90 days; no extensions will be granted. Reservations lasting longer than 90 days will be canceled.
 - e. Final Applications received prior to the contractors being deemed ineligible will be honored; however, CEBEEP will 100% final inspect all projects and will only correspond directly with the customer. Incentive amount will only be paid directly to the customer; no third-party checks will be issued.
 - f. Applications that are received for projects that involve a banned or ineligible contractor either as installer, general contractor, A&E firm or supplier responsible for qualifying equipment will be canceled.

- 4. Under its sole discretion, CEBEEP may consider reinstating contractors on a case-by-case basis, generally after a period of not less than 18 months from receipt of the expulsion letter. However, only very rare circumstances will justify reinstatement of a contractor who was removed for a highly severe concern.
- 5. CEBEEP will create a written record, a copy of which will be placed in the contractor's file and/or the program database.

P.12.4 Trade Ally Terms and Conditions

- 1. If approved as a Consumers Energy Business Energy Efficiency Program Trade Ally, the individual shall offer and provide services to Consumers Energy customers in accordance with the terms and conditions of the Consumers Energy Business Energy Efficiency Program as set forth below and as may be changed by Consumers Energy from time to time at its sole discretion.
- 2. Trade Ally must comply with all CEBEEP guidelines and requirements promulgated by Consumers Energy and its designees (collectively, the CEBEEP team) to remain a Consumers Energy Business Energy Efficiency Program registered Trade Ally in good standing.
- 3. Trade Ally is not a contractor, subcontractor or agent of Consumers Energy. Consumers Energy shall have no liability for claims of any kind, whether based on contract, tort (including negligence or strict liability) or otherwise, for any loss or damage sustained or incurred by any third party relating to the Trade Ally application or the Trade Ally's performance of services or participation in the program. Trade Ally hereby releases Consumers Energy from all liability for such claims. Trade Ally shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Consumers Energy and its affiliates, and their respective officers, directors, agents, employees and representatives, from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) and liabilities arising out of or based upon property damage or bodily injury to any person caused by or related to the Trade Ally's performance of services or participation in the program.
- 4. Except as otherwise permitted herein, Trade Ally shall not refer to Consumers Energy or any company affiliated with Consumers Energy in any advertising or other publication in connection with Trade Ally's participation in the program or work performed under the program, without the prior written approval of Consumers Energy. Except as otherwise permitted herein, Trade Ally shall not, either directly or indirectly, publish or disclose any photographs, images, logos, or copyrighted or trademark protected information of Consumers Energy or its affiliates or use such information for the benefit of itself or any other person or entity without the prior written consent of Consumers Energy.
- 5. Trade Ally acknowledges and agrees that Trade Ally's participation in the Program is in no way to be construed as an endorsement by Consumers Energy of Trade Ally's work.
- 6. Information completed in the Company Information, Services, Market Segments and Service Territory sections of this application will be the information included in the Trade Ally directory. Consumers Energy provides this list of Consumers Energy Business Energy Efficiency Program Trade Allies for informational purposes only. Consumers Energy makes no warranty of any kind whatsoever, including, without limitation, a warranty of merchantability or fitness for purpose. Under no circumstances will Consumers Energy be liable for indirect, special, consequential, punitive or exemplary damages.

P.13 Definitions

BEF: Ballast efficacy factor

Btu/h: British thermal units per hour CEE©: Consortium of Energy Efficiency© CFL: Compact fluorescent lamp COP: Co-efficient of performance

Customer: The customer is the organization under which the company/companies is/are owned or operated, regardless of who is responsible for paying the bill.

DLC[®]: DesignLights Consortium[®]

EER: Energy efficiency ratio

Facility: A facility is defined as a customer's single address having contiguous property; this is the primary criterion for determining the extent of a site necessary for the incentive cap.

Final Application: Once the project has been completed, the applicant must submit a copy of the application form with any information not completed in the Pre-Notification Application. The Final Application must include a signature and all appropriate backup documentation, including detailed invoices.

IPLV: Integrated part load value

LED: Light-emitting diode

Incentive: The incentive is the amount to be paid to the customer or contractor once the final project documentation has been approved.

MLPW: Mean lumens per watt

Pre-Notification: Pre-notification is the process of informing the program team of project plans for pre-notification based on customer eligibility and project requirements. Pre-notification is required for all custom projects, prescriptive projects with incentives for HVAC energy management systems, electrically commutated motor replacement, all permanent lamp removal and new fluorescent T8 or T5 fixture measures.

PTAC: Package terminal air conditioner

Program Year: The program year starts on Dec. 1 and ends on Nov. 30.

THD: Total harmonic distortion

P.14 Satisfaction

Consumers Energy strives to ensure a high level of satisfaction with all aspects of the program. However, if any problems or concerns should arise, we encourage you to contact CEBEEP by phone: 888-674-2770.

If you have questions that the hotline staff cannot answer, they can provide you with the appropriate contact information or other resources.

Customer complaint or comment documentation should include the following:

- The customer's name, address and phone number
- The name of the employee receiving the complaint
- · The date and time of the complaint and of its resolution
- The nature of the complaint
- The agreed-upon solution, whether it was implemented on the spot, and if not, when it was promised
- What Steps that are currently being taken implemented?
- The date and time of follow-up to ensure the customer is satisfied
- Any compensation given to the customer
- Suggestions on how the problem can be avoided in the future

This documentation should be sent to your manager.

EMI performs evaluations of CEBEEP and communicates with customers and Trade Allies throughout the year to obtain scoring and feedback for Consumers Energy and the program implementation staff. CEBEEP staff members serve on the Customer Satisfaction Panel and monitor and review EMI results and customer program information. The following is the mission of the Customer Satisfaction Panel for 2025 and future years.

The purpose of this committee is to increase interdepartmental processes and communication while implementing strategies to improve the customer satisfaction experience.

P.15 Tax Implications

Paid incentives that exceed \$600 are reported to the IRS on Form 1099. Incentive payments may have tax implications for the businesses and/or contractors that receive them. The recipient is responsible for all tax payments that may result from an incentive payment. Participating businesses and contractors are encouraged to consult their accountant or a tax expert to determine the implications.

P.16 Disclaimer

Consumers Energy does not guarantee energy savings and does not make any warranties associated with the measures eligible for incentives under this program. Consumers Energy has no obligation 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.

P.17 Contact Information

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