

SMALL BUSINESS ENERGY SAVER PROGRAM – SBES-4

PURPOSE

The purpose of this program is to encourage the installation of energy efficiency measures by commercial businesses. The program targets improvements in lighting; refrigeration; and heating ventilating and air conditioning. All program services shall be provided by a Company-authorized vendor that will solicit participants, complete and provide non-binding site surveys at no cost to Customer, and provide a Small Business Energy Saver Program Participation Agreement that states the scope and cost of the proposed improvements. Upon execution of this Agreement by Customer, all work will be performed by independent contractor(s) selected by the Company-authorized vendor. The vendor shall warranty all parts and labor.

AVAILABILITY

The program is available to individually-metered buildings occupied by a commercial business as determined by its standard industrial classification (SIC) code with an annual demand requirement of 100 kW or less that cannot be classified as new construction. A Landlord Consent Agreement must be executed prior to completion of the site survey when Customer doesn't own the occupied facility. Program participation is limited to no more than three premises per calendar year for an individual business entity. The program is only available, in Company's sole discretion, to qualifying customers in areas served and selected by Company.

INCENTIVE PAYMENTS

The amount of the incentive shall be a percentage of the installed cost of the measures. All incentives shall be paid by Company directly to the Company-authorized vendor upon receipt of a Project Completion form that states the existing and improved energy efficiency measure(s) have been installed. All project costs above the incentive amount shall be the responsibility of the Customer and shall be paid based upon payment terms arranged between Customer and vendor. Extended payment options may be available to a customer requesting this option.

RESPONSIBILITY OF PARTIES

Prior to the provision of any services under this program, Customer shall execute or cause to be executed an Energy Survey Agreement, Owner Consent Agreement, Small Business Energy Saver Program Participation Agreement or Project Completion form, as appropriate. Customer agrees to not remove or resell equipment or other measures installed pursuant to this program and they shall remain at their current location. Disputes regarding the installation shall be subject to the terms and conditions of the executed Participation Agreement and shall be resolved in accordance with the terms thereof. Company has no liability and makes no guarantee with respect to the installation or performance of the installed measure(s).

Customer shall permit Company and its authorized vendor the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of pre-installation and post-installation inspection of the project to determine the actual kW reduction and energy savings for program evaluation purposes.

COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

DSM/EE OPT-OUT ELIGIBILITY

Opt-Out eligible customer participating in this program on and after January 1, 2016 loses the right to be exempt from the EE Rate for three (3) years following receipt of an incentive under this program.

GENERAL

Service rendered under this Program is subject to the provisions of the Service Regulations of the Company on file with the Public Service Commission of South Carolina.

Supersedes Program SBES-2B

Effective for service rendered on and after January 1, 2016

SCPSC Docket No. 2015-163-E, Order No. 2015-596