

# LIPA

## Commercial Construction Program - 2009

### General Program Guidelines

### Custom or Comprehensive Whole Building Design Projects

#### Step 1 – Complete and Submit Application Form

Complete the Custom or Comprehensive Whole Building Design Application Form and submit to LIPA. Call the LIPA Infoline at 1-800-692-2626 if you need assistance.

#### Step 2 – LIPA Representative Will Meet with You To Discuss Your Project

Once LIPA receives your application, a LIPA Representative will call you to schedule a preliminary meeting to discuss your project.

#### Step 3 – LIPA May Also Schedule a Project Scoping Meeting

Based on the preliminary project meeting, your LIPA Representative will decide if a project scoping meeting between you, your Design Team and a LIPA Technical Assistance (TA) firm will be required. The two main purposes of this meeting is to: (1) establish a base case building design, agreed to by all parties, and (2) develop a list of technically feasible electric energy conservation measures (ECMs). At the scoping meeting, it is important that you provide all applicable building drawings (i.e., mechanical lighting and electrical blueprints). Your LIPA Representative will also assist you in completing the Memorandum of Understanding (MOU).

#### Step 4 – TA Proposal/Study

Based on information obtained at the project scoping meeting, the LIPA Technical Support Team assigned to your project will analyze the project to determine the electrical energy savings and any potential rebates for equipment upgrades. When the study is completed, LIPA will meet with you and your staff to present and discuss the results of the study.

*\*Note: LIPA will pay up to and including \$10,000 for the TA study. If the cost of the study exceeds \$10,000, LIPA may ask the customer to co-fund 50 percent of any additional costs above \$10,000, up to \$50,000.*

LIPA's Technical Support Team will also complete the following application documents:

- Custom or Comprehensive Whole Building Design Worksheets
- Energy Savings Determination Form
- Minimum Requirements Document

#### Step 5 – Pre-Approval

Once you and your LIPA Representative agree upon the electric energy savings measures to be installed and the corresponding potential rebate, LIPA will send you a Pre-Approval Letter. This letter is your authorization from LIPA to install the equipment identified in the Minimum Requirements Document (MRD).

*Note: All Custom and Comprehensive Whole Building Design projects must be pre-approved by LIPA prior to equipment installation in order to be eligible for rebate incentives.*

#### Step 6 – Notify LIPA when the project is completed or equipment is installed.

#### Step 7 – Post-Inspection and Final Rebate Determination

LIPA will schedule and perform a post-inspection of the installed equipment. Based on the post-inspection findings, LIPA will determine the final rebate amount.

#### Step 8 – Payment

Rebate payments will be in the form of a check, bill credit and/or a combination of the two, and will be determined by the Program Terms and Conditions, outlined on the back of the Application Form, and the Memorandum of Understanding.

## Pre-Approval

All Custom Projects and Comprehensive Whole Building Design Projects must be pre-approved by LIPA before any equipment is purchased or installed.

## Equipment Eligibility Requirements

1. Incentives are available to **non-residential** electric customers in the LIPA service territory.
2. Review the General Program Guidelines and the Terms and Conditions located on the back of the Custom or Comprehensive Whole Building Design Projects Application Form.

## Incentives:

### Custom Projects

- Annual incentives up to \$200,000 per project are available.
- Applicants may receive a maximum of \$600,000 in incentives, per calendar year, for Custom Projects.
- Incentives can not exceed LIPA's electric savings benefits.

### Comprehensive Whole Building Projects

- Annual incentives up to \$400,000 per project are available.
- Applicants may receive a maximum of \$800,000 in incentives, per calendar year, for Comprehensive Whole Building Projects.
- LEED Certified Green Buildings may receive up to \$500,000 per project.
- Incentives can not exceed LIPA's electric savings benefits.



## 2009 Commercial Construction – Custom and Comprehensive Whole Building Design Application Terms and Conditions

### 1. Incentives

- a. Subject to these Terms & Conditions, Long Island Power Authority (“LIPA”) will pay incentives to eligible Building Owners for the installation of Energy Conservation Measures (ECMs).
- b. “ECMs” are those electric energy efficiency measures described in the program application forms, as well as site-specific Custom or Whole Building Design measures that are approved by LIPA on a case-by-case basis.

### 2. Eligibility

- a. LIPA’s Commercial Construction Program (CCP) is available to Customers with commercial, industrial, institutional or governmental facilities in the LIPA service territory. By participating in this program, Customer agrees that LIPA retains ownership of all rights to existing and future emission credits, renewable energy credits, green tags, tradable certificates and/or any and all other environmental benefits associated with the installation of the eligible equipment.

### 3. Approval and Installation Survey

LIPA is not bound to pay any incentives until it approves the ECMs proposed by the Building Owner. LIPA reserves complete discretion to approve or disapprove any proposed ECMs.

### 4. Incentive Amounts

- a. Before approving any incentive requested by the Building Owner, LIPA reserves the right to adjust or negotiate the amount.
- b. Custom Measures  
The approved incentive value can not exceed LIPA’s electric saving benefits.
- c. Comprehensive Whole Building Design Measures  
The approved incentive value can not exceed LIPA’s electric saving benefits.
- d. LIPA reserves the right to reduce the incentive amount if the actual quantity or cost of ECMs installed by the Building Owner is less than the pre-approved amounts. Notwithstanding any other provisions of these Terms & Conditions, LIPA reserves the right to seek refunds for incentives paid if, at any time, it learns that the agreed to ECMs were not actually or properly installed or have subsequently been disconnected.
- e. By participating in this program, Customer agrees that LIPA retains ownership of all rights to existing and future emission credits, renewable energy credits, green tags, tradable certificates and/or any and all other environmental benefits associated with the installation of the eligible equipment.

### 5. Cost of Equipment

Once the post installation inspection has been completed and the specifications in the Minimum Requirements Document are met, and at any other time at LIPA’s request, the Building Owner must provide LIPA copies of all invoices reflecting the costs of purchasing and installing the ECMs including all materials, labor and equipment discounts. The invoices must include a breakdown of all ECMs purchased under this Agreement. In addition, LIPA may request any other reasonable documentation or verification of the cost to the Building Owner for purchasing and installing the ECM.

### 6. Incentive Payments

LIPA will pay the equipment incentive upon receipt of documentation required in Section (5) above and all of the following conditions are met: (1) installation of the ECMs in the defined building is complete; (2) all necessary documentation has been provided; and (3) LIPA has verified installation costs and satisfactory installation of the ECMs, all in accordance with the specifications. Any existing or new electric accounts in this program found to be in arrears at the time of payment will receive a bill credit

### 7. Follow-up Visits and On Site Monitoring

- a. LIPA reserves the right to make a reasonable number of pre- and post-installation follow-up visits during the 24 months following the Actual Completion Date of this application. Such visit(s) will be at a time convenient to the Building Owner.
- b. The purpose of the follow-up visit(s) is to provide LIPA with an opportunity to evaluate the installed ECMs in order to determine the actual kW reduction and energy savings for program evaluation purposes.

### 8. Post-Installation Verification

LIPA is not bound to pay any incentives until it has performed a satisfactory post-installation verification of the installation. If LIPA determines that the ECMs were not installed in a manner that is consistent with the approved application, or if the installation was not consistent with generally accepted engineering practices, LIPA may require changes before making any payments. LIPA will not pay incentives until it has verified that the Building Owner has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.

### 9. Limited Scope of Review

LIPA’s review of the design and installation of the ECMs, is limited solely to determining whether program conditions have been met. It does not include any kind of safety review.

### 10. Changes in the Program

Notwithstanding Paragraph 21(b), the program and these Terms & Conditions may be changed by LIPA at any time without notice. Approved applications, however, will be processed to completion under the Terms & Conditions in effect at the time of approval of the Building Owner’s application by LIPA.

### 11. Installation Schedule Requirements

If the Building Owner is not engaged in a continuous program of construction of the Building by the end of year one from the date of this Agreement, LIPA may cancel this Agreement.

### 12. Indemnification

The Building Owner shall project, indemnify, and hold harmless LIPA from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including without limitation, attorney’s fees and expenses) imposed upon or incurred by or asserted against LIPA resulting from, arising out of, or relating to the performance of this Agreement. The obligations of the Building Owner under this section shall survive any expiration or termination of this Agreement.

### 13. No Warranties

- a. LIPA does not endorse, guarantee, or warrant any particular manufacturer or product, and LIPA provides no warranties, expressed or implied, for any product or services.
- b. The Building Owner acknowledges that neither LIPA nor any of its consultants are responsible for assuring that the design, engineering and construction of the building or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes or industry standards. LIPA does not make any representations of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.

### 14. Limit of Incentive Payments

LIPA reserves the right, for any reason, to stop approving incentive applications at any time without notice.

### 15. Release by the Building Owner

The Building Owner’s acceptance of final payment releases LIPA from all claims and liabilities to the Building Owner, the Owner’s representatives or assigns relating to this award.

### 16. Title to Equipment

Title to all of the equipment purchased under this agreement shall rest with the Building Owners.

### 17. Application Does Not Entitle Building Owners to Participate

Submission of a completed application does not entitle the Building Owner to program participation.

### 18. Vendor Selection

LIPA acknowledges that the Building Owner may select any vendor or contractor to perform the work contemplated by this Application, even after the Application is submitted for approval by LIPA. LIPA expects the Building Owner to competitively procure products and services related to this Agreement. Notwithstanding the foregoing, the Building Owner acknowledges that LIPA has the right to bar a vendor or contractor from participating in the program.

### 19. Removal of Equipment

The Building Owner agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all laws, rules, and regulations.

### 20. Review of Specifications, Submittals, and Drawings

The Building Owner shall provide LIPA with a copy of the specifications for the construction of the Building that will be provided to the construction contractors. Such specifications shall include the ECMs that are a subject of this application. LIPA may refuse to pay incentives if the specifications do not provide for installation of the ECMs consistent with good engineering and energy-efficient design practices. Upon request, Building owner will provide LIPA with a copy of the as-built drawings, and equipment submittals for the Building. LIPA may refuse to pay incentives if the final submittals and drawings do not substantially reflect the installation of the ECMs consistent with the original design as identified on the Building Owner application and worksheets.

### 21. Miscellaneous

- a. This Agreement (the Application and these Terms and Conditions) is the entire agreement between the parties and supersedes all other communication and representations.
- b. If either LIPA or the Building Owner desires to modify the Agreement, the modifications must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.

### 22. Site-Specific Custom Measures

LIPA will only approve those site-specific Custom ECMs that LIPA believes have cost effective electric demand, and/or usage reduction potential. In any case, LIPA reserves the sole discretion to approve or disapprove any such ECMs proposed.

### 23. Incremental Installation Service Costs Recognized

LIPA will recognize incremental installation costs only to the extent that they are reasonable and actually incurred by the Building Owner.

### 24. Approval Notice

After LIPA’s authorized representative approves an application, the Building Owner will receive written notification of the approved incentive amount and the date by which the ECMs must be fully installed to qualify for incentive payments. Any ECMs installed prior to the issuance of LIPA’s written approval will be deemed an unauthorized installation and LIPA will have no written obligation to pay incentives for those ECMs.

### 25. UL Testing

The Authority reserves the right to withhold incentive payments for any ECMs that do not carry the Underwriter’s Laboratory (UL) Classification Mark, or with written consent of LIPA, an equivalent independent testing laboratory. Please consult with Underwriter’s Laboratory for your product classification into the appropriate UL category of the UL listing Mark or the UL Classification Mark. In addition, prior to including a technology in the Program, the Authority reserves the right to require that the customer undertake, at the owner’s expense, further testing of such technology by the Underwriters Laboratory (UL) or, with the written consent of LIPA, an equivalent independent testing laboratory. The UL classification of the Energy Verification Service (EVS) is required. The purpose of the testing is to evaluate the technology’s energy performance levels.

# LIPA Commercial Construction Program - 2009

## Minimum Requirements Document for Whole Building Projects

(To be completed by LIPA in consultation with the applicant's Design Team)

Applicant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Instructions:** LIPA and the Building Owner's Design Team will jointly describe the MINIMUM equipment and operational requirements of the proposed system. These requirements address the key criteria necessary to substantiate the demand and energy savings estimates provided. Testing and additional documentation may be required as further verification of system compliance.

### EQUIPMENT REQUIREMENTS:

Provide a list of equipment or materials to be installed as part of this project. Include manufacturer, model, HP or kW ratings, efficiency ratings, etc.

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### OPERATIONAL SEQUENCES REQUIREMENTS:

Provide a description of the equipment operating sequences, set points, operating schedules, balancing requirements (such as flow, velocity, head, suction, etc.) or any other operating parameters needed to obtain estimated electrical energy savings.

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### SUBMITTAL REQUIREMENTS:

List any written documentation required to verify, operate or maintain equipment being installed or controlled. This may include equipment specification sheets, test reports, construction drawings, sequence of operation, etc.

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### OTHER REQUIREMENTS OR COMMENTS:

Describe any requirements for demolition, removal, decommissioning or disposal of existing equipment.

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**Memorandum of Understanding (MOU)**  
**Regarding Comprehensive Whole Building Design Projects**

*The Long Island Power Authority (LIPA) understands that the following utility customer (“the Owner”) has undertaken the following new construction or major renovation project:*

This project is being designed by the following professionals (“the Design Team”):

\_\_\_\_\_ (“the Architect”)

\_\_\_\_\_ (“the Electrical Engineer”)

\_\_\_\_\_ (“the Mechanical Engineer”)

The purpose of the Comprehensive Whole Building Design Component (CWBDC) is to reduce a building’s electrical consumption by implementing cost-effective design alternatives. Consultants engaged by LIPA will evaluate options and enhancements to the proposed building design to identify energy savings and improved operating efficiencies. The CWBDC is an integrated design process that offers customers the opportunity to maximize electrical energy efficiency and plan for reduced operating costs in their construction project from the onset.

Participation in the CWBDC option of LIPA’s Commercial Construction Program requires an investment in time by the Owner’s Design Team. This time is required to help LIPA and its technical consultants evaluate state-of-the-art, energy-efficient design features and equipment options, and ultimately integrate these elements into the final building design.

**Task 1 – Identifying Base Design and Conceptualizing Design Options**

During the schematic design of the project, the Owner, the Design Team, and LIPA will “brain storm” to generate, analyze and compare potential energy efficiency design features. Before this effort can begin, the Design Team should:

- Provide schematic design plans and narrative specifications for the project, which will be used to prepare preliminary estimates of electrical demand using industry standard computer modeling tools such as TRACE, DOE –2, and ASEAM. The description of the project should include:
  - Building uses, hours of operation and number of occupants.
  - Total floor area and number of floors.
  - Descriptions of typical wall, roof, and fenestration sections.
  - Preliminary lighting and equipment power levels.
  - Anticipated HVAC systems and source fuels, and projected control strategies.
- Host a meeting attended by LIPA Representatives, LIPA’s Technical Consultants, the Owner, and the Design Team to:
  - Establish a base case building design, mutually agreed to by all parties. The proposed base case for the project must conform to the minimum requirements of ASHRAE/IES Standard 90.1 (current version) and the standard design practice, and must reflect the design intent of the Owner and the Design Team.
  - Develop a list of technically feasible electric Energy Conservation Measures (ECMs) that are potentially cost effective and eligible under LIPA’s CWBDC, and that the owner is willing to consider.

All participants will be supplied a memo summarizing the conclusions of the brainstorming session and listing the energy-efficiency options (if any) to be screened and considered in subsequent tasks under CWBDC.

# Commercial Construction Program – 2009

## Memorandum of Understanding (MOU) Regarding Comprehensive Whole Building Design Projects

### Task 2 – Analysis and Screening

Following the completion of Task 1, LIPA's Technical Consultants will begin to analyze the potential energy savings and construction costs of the ECMs identified, using a building energy use simulation model and the base case building data derived from Task 1. LIPA's Technical Consultant will identify annual kWh usage and kW demand savings over the base case for each identified measure. LIPA's Technical Consultant will also provide estimates of incremental construction cost for each measure and screen each using LIPA's computer-based cost/benefit assessment.

During Task 2, the Design Team will be required to:

- Review the proposed list of project measures for overall feasibility and appropriateness.
- Provide additional design criteria to LIPA's Technical Consultant.
- Review the incremental construction cost estimates, prepared by LIPA's Technical Consultant, for reasonableness.

At the close of Task 2, the Design Team will be asked to host a meeting to review the above work, at which time a consensus will be reached regarding which of the screened ECMs will be considered for incorporation into the final building design. Based on the aforementioned, LIPA will provide an estimate of the incentive payment available to the Owner and identify any additional technical assistance LIPA will provide or arrange.

LIPA will provide a pre-approval letter to the Owner summarizing the agreement reached on the ECMs to be incorporated into the final design.

### Task 3 – Comprehensive ECM Selection

Following the review of the results of Task 2, LIPA's technical consultant will model the interactive effects of the selected measures and present a final draft report to LIPA and the Owner's Design Team. This report will include an allowance for incremental design and engineering costs associated with the selected measures, to be paid as part of the total Commercial Construction Program incentive offered the Customer.

LIPA's technical consultant will then prepare a final report for use by LIPA and the Owner's Design Team. Included in this report will be completed Commercial Construction Program forms submitted to the Owner for his or her review and signature. Once LIPA has pre-approved the Owner's Commercial Construction Program Application, the Terms and Conditions found on the back of the application will apply to the project.

This Agreement is the entire agreement between the parties concerning the Design Team's participation in the Comprehensive Whole Building Design Component. LIPA is not responsible for paying any taxes assessed by federal, state, or local governments on either benefits conferred on the Owner by LIPA or design incentives paid to the Design Team. No third party will be liable to the others for any direct, incidental or consequential damages under this Memorandum of Understanding.

Customer's (Owner's) Signature \_\_\_\_\_ Date \_\_\_\_\_

Architect's Signature \_\_\_\_\_ Date \_\_\_\_\_

Electrical Engineer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Mechanical Engineer's Signature \_\_\_\_\_ Date \_\_\_\_\_

LIPA's Authorization \_\_\_\_\_ Date \_\_\_\_\_