

Residential Standard Offer Program



An **AEP** Company

BOUNDLESS ENERGYSM

Southwestern Electric Power Company

2018 Program Year

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1. PROGRAM OBJECTIVE

In May 1999, the Texas Legislature passed a bill to deregulate most of the electric utilities serving Texas customers. This bill also made provisions for the utilities to offer incentives to acquire cost-effective energy efficiency measures from competitive energy service providers. The Public Utility Commission of Texas (PUCT) was given the responsibility of defining a set of procedures by which these incentives would be offered and guidelines for the energy efficiency programs to be implemented by the utilities.

Southwestern Electric Power Company (SWEPCO) offers several energy efficiency programs for its Texas customers, one of which is the Residential Standard Offer Program (RSOP). The purpose of this document is to explain the program requirements and serve as a reference for energy service providers (Project Sponsors) interested in participation.

As a participant in the RSOP, Project Sponsors will install energy efficient measures that deliver peak demand savings (kW) and/or annual energy savings (kWh). SWEPCO will pay a fixed price in the form of incentives for kW and kWh savings provided by the energy efficient measures installed.

Key Program Changes and Guidelines

This manual has been created to provide information solely for the SWEPCO RSOP.

Key changes for the 2018 SWEPCO RSOP include:

- TRM 5.0 has been approved for 2018. Project Sponsors are required to review the TRM and understand all installation, photo and documentation requirements
- SWEPCO/Project Sponsor RSOP agreements will be signed electronically using DocuSign in 2018. Project Sponsors can download the final agreement from P3 once all signatures are complete and agreement is approved.
- Approved Project Sponsors will receive a 2018 Performance Expectations letter from SWEPCO following agreement approval. Please read the document carefully to ensure understanding.
- Incentive rates have been reviewed and revised for 2018
- Duct Efficiency savings will decrease substantially in 2018
- An area-weighted average R-value is to be calculated for all homes consisting of two or more levels of Ceiling Insulation. Project Sponsors must use the SWEPCO provided calculator found on the program website.
- Central Air Conditioner and Central Heat Pump replacements are eligible for system downsizing
- The pre- inspection process for single family pier/beam homes prior to floor insulation installation has been added in 2018. **Refer to section 2.3 Participant Eligibility/Single Family for specifics.**
- The pre- inspection process for manufactured/mobile homes prior to measure installation has been updated for 2018. **Refer to section 2.3 Participant Eligibility/Mobile Homes for specifics.**
- New requirements to upload photos of some “pre” and “post” conditions
- The Field Notes Form has been revised for 2018
- Residential dwellings or additions completed after January 1, 2016 do not qualify for the program

Key guidelines for the 2018 SWEPCO RSOP include:

- Each Project Sponsor will have a maximum allocated budget cap. This allocation cap will be determined at the sole discretion of SWEPCO and will be based on the Project Sponsor’s program experience, historical performance, and budget availability. The allocated budget is a cap and not a guaranteed Project Sponsor budget allotment.
- Project Sponsors shall provide SWEPCO customers with a positive customer experience, including the satisfactory resolution of any customer complaints.

- Projects can be submitted until the Project Sponsor budget is fully utilized or all program funds have been depleted.
- Project Sponsors with NO previous SWEPCO Texas residential program experience will start with a cap of no more than \$25,000.
- Project Sponsors are responsible for ensuring there are ample funds in the program and sponsor budgets before installing measures in customer's homes.
- All approved Project Sponsors are required to upload job related paperwork (Host Customer Agreements, Field Notes Forms) into the P3 database. **Paper documents are NOT accepted.**
- Project Sponsors will be required to provide each customer with a post install survey with their final paperwork.
- A Home Energy Rater (HERs) or Building Performance Institute (BPI) individual is required to be on staff for any Project Sponsor performing Duct Efficiency and/or Air Infiltration measures. HERs or BPI individual required to be listed on Project Sponsor application.
- Project Sponsors must carry all statutorily required insurance.
- Current year calibrated equipment certificates and serial numbers are required for the program year.
- There is a \$25,000 per sponsor annual budget cap on Multi-Family projects for the program year. The program budget will be evaluated regularly to verify the limit will not prevent achievement of the energy efficiency goal. If the cap is raised, all project sponsors will be notified via email.
- The TRM requires the use of leakage-to-outside testing method using a combination duct pressurization and house pressurization for the Duct Efficiency measure.
- Duct and air leakage testing should *not* be conducted in homes where either evidence of asbestos, mold and/or other potentially hazardous material is present or suspected due to the age of the home. Blower door depressurization tests are **prohibited** if there is a risk of asbestos becoming airborne and being drawn into conditioned space.
- A qualified representative will perform random pre/post inspections to verify accuracy of reported blower door and duct blast readings.
- All ceiling insulation installations must affirm that an insulation installation certificate was permanently affixed near the attic opening.
- Homes cooled with window air conditioning units exclusively must be reported as "gas" heat. Electric space heaters are considered "plug-in" load and do not make the home eligible for electric heating type in this program (Air Infiltration and Ceiling Insulation measures).
- Attempts Lock-out: After the third time data is changed and saved to a measure's inputs, the measure will lock-out. The program manager will have to be consulted in order to unlock the measure to proceed.
- Program manager has the authority to cancel/delete any project entered into P3 and not submitted within 45 days.
- Single-Family work schedules are required for all Project Sponsors completing Duct Efficiency and/or Infiltration measures
- All use of marketing, including social media, must be approved by SWEPCO.
- Project Sponsors are not allowed to use telemarketing of any kind to promote energy efficiency services to SWEPCO customers. **Any use will result in immediate termination from the program.**

Although SWEPCO has summarized key program changes and requirements here, it is the Project Sponsor's responsibility to review the current year manual in its entirety prior to submitting an application. It is also the Project Sponsor's responsibility to review the current TRM requirements for all measures being installed.

Notice: SWEPCO reserves the right to incorporate any or all changes resulting from PUCT proceedings into SWEPCO's 2018 programs as they are approved. Project sponsors will be provided with adequate notice of any changes affecting their projects.

2. PROGRAM DESIGN

2.1 PROGRAM DESCRIPTION

The primary objective of this program is to achieve cost-effective reduction of peak summer demand. This performance-based retrofit program offers incentive payments for “deemed” or “measured” energy savings generated by installing energy efficient measures.

Approved Project Sponsors are responsible for verifying there are available funds in the budget, marketing their services to SWEPCO customer’s, contracting with the customer, installing the measures, and reporting their work to SWEPCO. SWEPCO then inspects a customer sample. Payment is made for the demand reductions and energy savings based on the percentage of installations that are approved by inspection as capable of delivering the reported savings.

SWEPCO has designed the RSOP manual to provide Project Sponsors who contract with SWEPCO with the specific requirements of the RSOP Program. By contracting with SWEPCO, Project Sponsors agree that they have read the program manual, reviewed the applicable TRM and will comply with the requirements of the program in order to receive incentive payments for the installation of qualifying measures.

2.2 PROJECT SPONSOR ELIGIBILITY

A Project Sponsor is any person, organization, group, or individual who contracts with SWEPCO to provide energy savings under the terms of this RSOP document. The following types of organizations are among those eligible to participate as Project Sponsors:

- Energy service companies
- Local contractors
- National or local companies that provide energy-related products (e.g., insulation or HVAC)
- Product retailers, if they install the particular energy-efficient products sold as part of this program.

Requirements:

- Project Sponsors in the RSOP must meet minimum eligibility criteria and demonstrate their financial, technical, and managerial qualifications.
- Any subcontractor must be identified in the application. A subcontractor can be added at a later date with program administrator approval. Project Sponsors and their subcontractors are required to carry all statutorily required insurance, as described in the RSOP Agreement.
- A certified Home Energy Rater (HERs) or Building Performance Institute (BPI) individual required to be on staff for any Project Sponsor performing Duct Efficiency and/or Air Infiltration measures. HERs or BPI individual required to be listed on Project Sponsor application.

2.3 PARTICIPANT ELIGIBILITY

All participants must be customers of SWEPCO Texas as identified by use of the meter number, or ESI ID. SWEPCO Texas customer ESI ID numbers begin with 101 769 896 and are located on the electric bill. Dwellings in major disrepair that result in less than an expected 10 year life will be considered not eligible. Participants may include:

Residential customers

- **Single Family** – Defined as residential dwellings consisting of two or less units (i.e., a duplex or less)
 - For pier and beam construction, a licensed HVAC contractor must inspect and provide written approval verifying drain lines and equipment sizing are accurate for the home before any work on the underside of the home can be performed.
- **Manufactured/Mobile Home** – A manufactured home on a chassis with wheels so it can be moved to different locations; it is considered pier and beam floor construction, usually with the perimeter skirting from the floor to the ground
 - Manufactured and mobile homes must have complete belly board and belly insulation. Homes with diminished belly boards or belly insulation will need to have those areas repaired prior to installing measures.
 - A thorough inspection (including photos) must be made of the belly from below. This inspection must include looking for water leaks, condensate leaks, holes/tears, as well as wet or missing floor insulation.
 - All water or condensate leaks, holes/tears, and wet or missing insulation must be repaired by the customer/owner or at a cost agreed upon by the customer/owner and sponsor prior to any program measures being installed.
 - All A/C drain lines are required to be routed outside of the crawlspace of the home.
 - A licensed HVAC contractor must inspect and provide written approval verifying drain lines and equipment sizing are accurate for the home before work can be performed.

Multi-Family - A residential building containing three or more dwelling units

- **Individually metered multi-family buildings** - Considered separate residential accounts; each unit is counted as a residence; the common areas are considered commercial accounts and are not eligible in the RSOP
- **Master-metered multi-family buildings** - Considered commercial facilities and are not eligible in the RSOP
- **Individually metered town homes are considered multi-family.**

NOTE: All multi-family projects must be approved by SWEPCO prior to installation. Pre-approval is done via the P3 database. Project Sponsors must request pre-approval AND provide a work schedule at least seven (7) days prior to measure installation. **No work may begin at a multi-family project prior to SWEPCO approval of the site and work schedule.**

2.4 ENERGY EFFICIENT MEASURE ELIGIBILITY

Eligible measures have been approved by the PUCT and are assigned a deemed savings value that determines the amount of incentive payment. Tables 1 and 2 in this section provide lists of eligible and ineligible measures, based on the approved Deemed Savings. The TRM provides the corresponding Deemed Savings and installation requirements.

If any of the baseline equipment at a project site has been removed, or if any of the proposed energy efficient measures have been installed prior to the execution of the RSOP Agreement, the entire project will be disallowed.

This is a retrofit program, where the residential dwelling must be over two years old (built before January 1, 2016). Measures can be installed only once every ten years.

SWEPCO shall have final authority on whether any particular measure is eligible for incentives.

Table 1 - ELIGIBLE MEASURES

Envelope Measures	<ul style="list-style-type: none"> • Insulation: ceiling, wall, and floor • Air infiltration • Duct efficiency improvement
Lighting Measures	<ul style="list-style-type: none"> • LEDs <ul style="list-style-type: none"> • LEDs up to 60 Watt equivalent may be installed • Maximum number of 20 LEDs may be installed per home • LEDs will only be installed in permanently affixed fixtures including exterior lights • LEDs will not be installed in areas such as closets and rarely used light fixtures • LEDs must be ENERGY STAR certified and labeled
Cooling and Heating Measures/Projects	<ul style="list-style-type: none"> • High efficiency air conditioning replacements • Standard-efficiency heat pump to high-efficiency heat pump conversion • Ground source heat pump
Electric Water Heating Measures	<ul style="list-style-type: none"> • Water heater jackets • Pipe insulation

Table 2 - EXAMPLES OF INELIGIBLE MEASURES

CFLs (compact fluorescent lights)
Hard-wired fluorescent light fixtures
Showerheads and aerators
Measures installed at new construction projects (completed after January 1, 2016)
Cogeneration and self-generation projects
Load shifting/load management measures
Load reductions caused by building vacancies
Measures that rely solely on customer behavior or require no capital investment
Measures that decrease building plug loads, such as “Green Plugs” or computer inactivity time-out controls
Measures for which incentives were received under another SWEPCO program
Repair and maintenance projects
Energy-efficient gas measures when replacing non-electric technologies
Measures that result in negative environmental or health effects
Measure installed on pool houses, hobby shops, or other limited use buildings other than the primary residence
Measures that have been installed at the same location in the last ten years
Photovoltaic (PV) or other distributed generation measures

2.4.1 Envelope Measures

At least one of the three following measures must be installed in order for secondary measures to be eligible. The secondary measures must be installed in conjunction or at the same time as primary measures.

- Insulation measures (insulate the ceiling, floor, or all exterior walls). Photographs required as stated in the TRM 5.0
- Air infiltration control measures (minimum of 10% air leakage reduction, as calculated by the difference between pre and post-installation blower door tests. There is an upper limit of 5.2 CFM₅₀ per square foot of house floor area pre-retrofit infiltration rate.) Photographs required as stated in the TRM 5.0
- HVAC duct integrity (repairs, replacements, and sealing with mastic or aerosol-based duct sealants)

2.4.2 Secondary Energy Usage Measures

Lighting

- Light-Emitting Diode (LEDs) in hard-wired fixtures (minimum 2.2 hour daily usage). A hard-wired fixture is a fixture that is permanently installed in the residence. Examples of fixtures that are not hard-wired are table lamps and floor lamps (CFLs are not an eligible measure in the HTR SOP)
- LEDs are allowed in fixtures but not “Hollywood” style fixtures with 4 or more lamps found primarily in bathrooms

Water Heating

- Pipe insulation
- Water heater jackets

2.5 General Information

Project Sponsor’s participating in SWEPCO’s RSOP may only submit projects up to the Project Sponsor limit (annual maximum allocated budget cap). This limit is not a guaranteed amount. It is the responsibility of the Project Sponsor to monitor the overall program budget and their Project Sponsor limit to determine there are ample funds before implementing installations.

- First-time Project Sponsor Limit: \$25,000 (Cap can be raised at the discretion of the program administrator once work quality is reviewed and passes inspection).
- Experienced SWEPCO Project Sponsor Limit: \$125,000

Projects can be submitted until the annual limit per Project Sponsor cap is reached or all program funds have been used (*there is a \$25,000 annual limit per sponsor on Multi-Family projects*). Funds will be taken out of the program budget upon the submission of a project. Please note that when funds reach zero in the program, there is no guarantee that SWEPCO will be able to pay incentives on non-submitted projects.

Table 3 – RSOP General Requirements

Total Project Sponsor Limit for Year	<ul style="list-style-type: none"> • \$125,000
Eligible Customers	<ul style="list-style-type: none"> • Residential • Multi-family (\$25,000 annual limit per Project Sponsor)

3. PROGRAM INCENTIVES

SWEPCO shall pay Project Sponsors a fixed incentive per kW and kWh of savings as determined by the PUCT-approved demand and energy savings. Demand (kW) payment is based on peak demand savings. Energy (kWh) payment is based on the first-year energy savings. All payments are made directly to the Project Sponsor, not customers. Project Sponsors are not required to provide any direct incentives to customers but are required to execute a Host Customer Agreement (HCA) with the customer that indicates the Project Sponsor is participating in a SWEPCO program and will receive an incentive.

3.1 INCENTIVES by MEASURE

In an effort to provide a more comprehensive program, SWEPCO will pay incentives by measure, as shown in Table 4.

**Table 4
Program Incentive Rates by Measure**

Measure Group	Measure	EUL	kW	kWh
Building Envelope	Insulation	25	\$300	\$0.13
	Air Infiltration	11	\$200	\$0.08
	Air Infiltration - Gas	11	\$245	\$0.09
Water Heating	Pipe Wrap	13	\$225	\$0.12
	Water Heater (WH) Jacket	7	\$125	\$0.07
Lighting*	LEDs	20	\$4 per bulb/20 max	
HVAC**	Duct Efficiency	18	\$260	\$0.12
	Duct Efficiency – Gas	18	\$330	\$0.12
		15.00 – 15.99 SEER	16.00 – 17.99 SEER	18.00 – above SEER
	Central A/C	\$35/ton	\$45/ton	\$65/ton
	Heat Pump	\$250/ton	\$450/ton	\$500/ton

*Maximum number of LEDs allowed per home SWEPCO: 20

**Installers must have HVAC license and be a SWEPCO approved Project Sponsor

***AHRI Rating Certificate must be provided for unit to qualify

***Maximum incentive for one Heat Pump is \$2,000 and one home incentive cannot exceed \$2,500

NOTE: SWEPCO may modify its incentive payments during the program year if it is deemed necessary to meet its goals. At least 30 day notice will be provided to participating project sponsors before any such change is made.

All incentive payments will be subject to the Load Factor caps set forth in section 3.2.2 of the manual.

3.2 LIMITS ON INCENTIVE PAYMENTS

3.2.1 Project Sponsor Limits

A maximum limit on incentives that will be paid to any one Project Sponsor is \$125,000.

Table 5

Project Sponsor Limit	
SWEPCO RSOP	\$125,000

This is not a guaranteed contract amount. This is an upper limit that a single sponsor may reach if demonstrated continued satisfactory performance and budgets allow. This limit may be waived if SWEPCO determines that such limits would prevent it from achieving its energy efficiency goal.

3.2.2 Load Factor Cap

The primary focus of this RSOP is to reduce summer demand. The Load Factor Cap is in place to serve as an upward limit on the amount of realistic potential demand savings in a residence. For projects implemented under this SOP, a definite ratio, referred to as the load factor cap, has been established between the kW and the kWh payment. To determine the maximum incentive payment per incentive report, multiply the total reported kW savings by the established load factor cap.

SWEPCO 2018 RSOP Load Factor Cap = \$750/kW
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3.3 PROGRAM FUNDING

Table 6
Program Funding

2018 RSOP	\$775,000
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No Project Sponsor has unconditional entitlement or preferential rights to any RSOP incentive funds. Failure to comply with all program requirements may result in a project sponsor's termination from the program.

4. PROGRAM APPLICATION AND TIMELINE

SWEPCO's Program website, www.swepcogridsmart.com/texas, will be the key informational resource for the RSOP. Project Sponsors should check this website regularly for program updates. Application forms, instructions, frequently-asked questions, and helper applications are also accessible on this website.

PROGRAM PROCESS

The following steps are to be followed by all prospective Project Sponsors.

1. Complete the online application for Project Sponsor.
2. Submit applications on-line from the link located at www.swepcogridsmart.com/texas. (Applicants must specify which measures the Sponsor plans to install.)
3. Applications enter formal review process and are either approved or denied.
4. Applicants are notified of approval status.
5. Contracts are signed with approved Project Sponsors.
6. Only after final approval and under contract, the Project Sponsors will have a status of 'Approved' in the database. Once approved, and after the official program opening date, the Sponsor is free to market their services to SWEPCO homeowners, contract with the homeowners, and install the measures.

7. Project Sponsors report their work on the P3 database. As each home site is reported, the incentive is reduced from the budgeted funds for that particular component. (The database automatically calculates the incentive amounts based on the PUCT-approved deemed savings values.)
8. SWEPCO personnel inspect a percentage of customer homes where measures have been installed. (Target inspection rate of 10%.)
9. Incentive payment is made based on the percentage of installations that pass inspection.

4.1 APPLICATION

All applications must be completed and submitted on-line. All information **MUST** be entered in the application. If necessary, use the designation NA for “not applicable”. **All information must be correct for serious consideration of the application.**

SWEPCO will not reimburse any Project Sponsor for any costs incurred by participating in the RSOP, including costs of preparing the Project Application, reviewing or executing the RSOP Agreement, or preparing and submitting implementation or performance reports.

4.1.1 Application Timeline

SWEPCO will update its application web page for each component at the times shown in Table 7.

**Table 7
Application Timeline**

October 19, 2017	10:00 am CST	Register and begin completing applications
January 16, 2018	10:00 am CST	Program year begins
November 30, 2018	12:00 am CST	Program year ends

4.1.2 Supplemental Documentation Requirements

All applicants wishing to install Duct Efficiency or Infiltration measures must submit a document stating the step-by-step process of your testing procedures including the method of duct test (total leakage or leakage to outside) performed by your company. It must include the type of testing equipment you will be using and the date of last recalibration. **This document should be received within 24 hours of application submittal. (Email to damiller1@aep.com)**

4.1.3 Application Review Procedures

SWEPCO will review the Project Applications on a first-come, first-served basis. SWEPCO may request clarification of, or additional information about, any item submitted as part of the Project Application. Project Sponsors will have seven (7) business days to respond to such requests. If the clarification or additional information provided is not sufficiently responsive, SWEPCO may, at its sole discretion, request additional information or discontinue its evaluation of the submittal. Previous program participation does not guarantee acceptance.

4.1.4 Application Confidentiality

SWEPCO’s RSOP is subject to oversight by the PUCT, which may request a copy of any RSOP materials that SWEPCO receives. Sensitive information identified as such and submitted by the Project Sponsor will be treated confidentially to the fullest extent possible, and will not be provided directly to outside parties other than the

PUCT. SWEPCO shall have no liability of any kind to any Project Sponsor or other party as a result of public disclosure of any submittals.

The Evaluation, Measurement, and Verification (EM&V) team may also request a copy of any RSOP materials that SWEPCO receives. The EM&V Team is working for the PUCT so the same confidentiality rules will apply.

4.1.5 Application Evaluation

To ensure a comprehensive program targeting all eligible customers and measures while achieving its demand and energy goals, SWEPCO will award contracts based upon the Project Sponsor's qualifications, targeted counties and measures.

SWEPCO may reject a Project Application if:

- The Project Sponsor fails to respond to any request for additional information
- The Project Sponsor fails to meet program eligibility requirements
- The Project Application is received after the RSOP has been fully subscribed
- The Project Sponsor is found to have made material misrepresentations in the Project Application
- The Project Sponsor fails to comply with applicable federal, state and local laws and regulations
- The Project Application is found to be incomplete or insufficient
- Failure to provide testing steps within 24 hours of application.
- The Project Sponsor has performed poorly in previous SWEPCO programs, or any other utility programs.
- SWEPCO, in its sole judgment, determines that the Project Sponsor is incapable of fulfilling the terms and conditions of the RSOP Agreement.
- The Project Sponsor fails to submit required insurance documentation.

4.2 PROJECT SPONSOR APPROVAL

SWEPCO will notify each Project Sponsor of its application status within thirty (30) business days of the submittal of the application. Within seven (7) business days **after notification via email of Project Application approval**, the Project Sponsor must provide SWEPCO with the following:

- A signed copy of the RSOP Agreement (Downloaded from Database with Sponsor's Information Printed on Agreement)
- Evidence of Insurance as required in the RSOP agreement; Certificates of Insurance (COI) **must be mailed or emailed directly from the insurance agency** to the attention of the SWEPCO Program Administrator listed below. Failure to submit or maintain the required insurance will result in a lock-out of the Project Sponsor from the database and possible dismissal from program participation. All COIs shall show the certificate holder as:

American Electric Power Company, Inc. and its Subsidiaries
American Electric Power Service Corporation, as agent
[to the attention of the appropriate program administrator shown below]

- Any other documentation noted in the approval email

If not emailed directly from the insurance agency, have the insurance agency mail required documents to the Program Administrator listed below. SWEPCO is not responsible for documents not addressed to the attention of the Program Administrator.

Southwestern Electric Power Company

Attn: Debra Miller
428 Travis
Shreveport, LA 71101
Phone: (318) 673-3324
damiller1@aep.com

It is the sole responsibility of the Project Sponsor to ensure that SWEPCO receives the required supplemental materials by close of business on the applicable due date. **Faxed submittals are not acceptable.**

Once a Project Sponsor's application has been approved and the Agreement executed, the Program Administrator will open the database to allow the Project Sponsor access to the appropriate RES website.

Application in the SWEPCO RSOP does NOT automatically entitle an applicant to receive an agreement to participate as a Project Sponsor.

5. PROGRAM IMPLEMENTATION

- Work will be performed from date of contract execution until November 30, 2018 or funds are depleted. Upon receipt of the "approved" email notice from the database or receipt of the countersigned contract and approval of marketing materials, the Project Sponsor may begin marketing and installation activities. All projects must be submitted within 45 days of creation in P3.

5.1 MARKETING

Under PUCT rules, SWEPCO may only conduct informational activities to explain the program to energy efficiency service providers and vendors. As a result, SWEPCO must rely upon the marketing capabilities of Project Sponsors to sell projects to its customers.

Project Sponsors may not use the SWEPCO name or logo in any correspondence or promotional material; however, Project Sponsors are encouraged to use the one-page brochure provided by SWEPCO and available on the program website. ***Any other marketing materials must be approved by SWEPCO prior to their use and should be included in the application process. Any mass media advertising such as newspaper must be pre-approved along with the market area for the advertising.*** Examples of acceptable and non-acceptable phrases are in Appendix E. SWEPCO reserves the right to terminate the contract of any Project Sponsor using marketing materials containing any unapproved language or reference to SWEPCO.

A listing of participating Project Sponsors is kept on the main program website, www.swepcogridsmart.com/texas. A prospective customer may use this site for Project Sponsor verification.

SWEPCO strongly encourages Project Sponsors to register with the Better Business Bureau(s) in those areas in which work is planned. Solicitation permits or other requirements by local authorities are the responsibility of the Project Sponsor.

Entering into an agreement with SWEPCO as a Project Sponsor does not imply SWEPCO's endorsement or approval of any company, product, or service.

5.2 HOST CUSTOMER AGREEMENT, FIELD NOTES FORM and PHOTOS

5.2.1 Host Customer Agreement

The **Host Customer Agreement and Acknowledgement** (HCA) is the primary agreement executed between the Host Customer and the Project Sponsor prior to measure installation. The PUCT requires that HCAs contain certain consumer protection provisions and disclosures.

All Project Sponsors are required to use the 2018 SWEPCO-provided HCA form. The HCA form includes fields for duct efficiency and air infiltration readings. These numbers will be compared to the customer's copy of the HCA during the inspection process. The HCA must be signed by the Project Sponsor; the Host Customer; and if applicable, the subcontractor. Make sure that the Customer phone number is a working daytime number. HCA forms will be sent to Project Sponsors upon approval and contract execution. Additional forms will be provided to Project Sponsors when requested via e-mail. The white copy will be left with the customer and the yellow copy uploaded to the P3 database. Installation and equipment standards are included in the TRM.

5.2.2 Field Notes Form

All Project Sponsors are required to complete and submit the 2018 SWEPCO Field Notes Form (available for download on the website.) A Field Notes Form shall be completed for each customer and uploaded to the P3 database. NOTE: For all customers receiving Infiltration and/or Duct Efficiency measures, the customer must initial the form to confirm that the pre and post Blower Door, Duct Blaster and CO tests were performed, where applicable. Each customer must initial the bottom of the form indicating the appropriate tests were performed.

5.2.3 Photos

Besides the Host Customer Agreement and Field Notes Form required by program guidelines for each installation, the TRM requires Pre and Post photos for some measure installations. For example, the TRM requires the following photos:

- **Air Infiltration Measure:** For RSOP homes that achieve a CFM reduction percentage of 30-40%; pictures capturing the scope/type of retrofit implemented and blower door test readings showing pre- and post-retrofit condition of the treated spot such as newly added door strip, caulking around window frame and recessed lighting fixtures.
- **Ceiling Insulation Measure:** For homes with a reported baseline R-value that is less than R-5: Two pictures: 1) a picture showing the entire attic floor, and 2) a close-up picture of a ruler that shows the measurement of the depth of the insulation. In the absence of evidence demonstrating pre-retrofit ceiling insulation below R-5, the lowest level of pre-retrofit ceiling insulation that can be claimed is the R-5 to R-8 range.

5.3 PRESCRIPTIVE REQUIREMENTS

5.3.1 Infiltration Measures

To qualify for incentives, a minimum air leakage reduction of 10% of the pre-installation blower-door CFM reading is required. This measure must be completed, including the post-installation CFM reading, prior to starting the duct efficiency measure, if applicable. In addition to meeting the installation standard in the TRM, unless contraindicated for health and safety reasons, the following interior leakage points shall be treated as part of this measure, **if applicable**:

- Attic access when in the conditioned space;
- All plumbing penetrations;
- Weather-stripping and a door sweep or threshold with door bottom on all exterior doors;
- Missing or broken window panes and other building envelope penetrations;

- Furnace closet door: For homes with gas space heating, louvered doors or open ceilings to gas space heater closets may not be sealed off to reduce air infiltration unless an outside air source is installed according to applicable building and safety codes. Any sealing of louvered doors and the installation of an outside air source must be inspected by appropriate local, county, or state governmental building inspectors.

Failure to complete the prescriptive requirements will result in a total measure failure, regardless of the CFM reading.

When applying infiltration and/or duct efficiency measures, the Project Sponsor should make every effort to address areas needing attention in that particular home.

Infiltration Example: If window caulking is old, dried and ineffective, the Sponsor should include this in the work performed. It is not acceptable to simply pass by this need due to being overly busy or behind schedule. In an example like this, where other infiltration measures were applied, but the windows were not caulked, despite the need; the customer suffers because this home is now ineligible to participate in the program for 10 years for any additional infiltration measures.

5.3.2 Duct Efficiency Measures

If both infiltration and duct efficiency measures are installed, infiltration measures must be done prior to performing duct efficiency measures. To qualify for incentives for duct efficiency measures, in addition to meeting the installation standard in the TRM, the following prescriptive requirements also apply, if applicable:

- Seal return air chase and supply plenum
- Seal all supply and return registers
- Check the condition of duct work in unconditioned space and seal or repair as necessary

HEALTH & SAFETY PRECAUTIONS

Duct and air leakage testing should **not** be conducted in homes where either evidence of asbestos, mold and/or other potentially hazardous material is present or suspected due to the age of the home. Blower door depressurization tests are **prohibited** if there is a risk of asbestos becoming airborne and being drawn into conditioned space.

5.4 PRIOR TO INSTALLATION

- Subcontractors must be approved by SWEPCO prior to beginning installations.
- A CO test is required for all air infiltration installations with gas space-heating.
- Customer must sign the HCA before work is started agreeing to allow the sponsor to perform the work

Additional information for multi-family sites:

- Require pre-approval of the site and measures via the program website.
- Must submit a work schedule via the program website at least seven (7) days prior to beginning installations.
- SWEPCO will not consider payment for installations submitted without the proper pre-approvals.

5.5 POST-INSTALLATION

- Each customer must sign the HCA upon completion of the project to verify the measures were installed as stated. The HCA provides SWEPCO with permission to inspect the installation, which may be required

before incentive payments are approved. The customer copy of the completed and signed HCA must be provided to the customer.

- Energy efficiency education material must be left with each customer.
- If a subcontractor was used, Project Sponsor must provide the customer with an **All Bills Paid Affidavit**. A copy of the document is available on the website and is located in Appendix D.

6. REPORTING AND PROJECT SUBMISSION

All projects and incentive reporting will be done via the P3 database. **The Project Sponsor will upload the Host Customer Agreements and field notes forms into the database.**

6.1 REPORTING

When an installation is reported, the database will deduct the incentive from the total balance of funds for the program.

The following information is required for each Project completed:

- Customer type (Mobile Home, Residential or Multi-Family)
- Customer name and address
- SWEPCO ESI ID number or meter number
- Daytime telephone number
- County
- Type of heating
- List of installed measures

6.2 PROJECT SUBMISSION

Due to the nature of the first-come first-served program design, Project Sponsors are encouraged to submit projects as early and as often as possible. Before submitting projects, ensure that all required documents are uploaded for each project. Project Sponsors have two options for submitting projects:

One-by-One Submission

1. Access your Project List and select the project you wish to submit.
 - a. Note that only projects that are in the “Work Completion Pending” status can be submitted.
2. Within the Project Details page, select the “Submit” from the dropdown menu (in the top right panel under the project status).
3. Select the “Submit” button in blue to submit project.
4. Project will be submitted if it meets all of the program requirements.

Batch Submission

1. Access your Project List and select the checkboxes in the far left column for each project that you wish to submit.
 - a. Note that only projects that are in the “Work Completion Pending” status can be submitted.
2. Select the “Batch Action” dropdown menu.
3. Select “Submit” from the dropdown menu. A confirmation message will appear.
4. Click “Go” within the confirmation window.
5. Projects will be submitted if they meet all of the program requirements.

SWEPCO will review and process the submitted projects. Once the reviewed projects are approved and ready for incentive payment, SWEPCO will batch up the approved projects for that month and pay them within 45 days.

7. PROJECT PAYMENTS

7.1 INSTALLATION INSPECTIONS

All measures installed in the RSOP must conform to or exceed the standards listed in the TRM Deemed Savings Tables. SWEPCO will take a sample of customer sites and make field inspections to determine if each measure has been installed properly and is capable of performing its intended function. If measures installed do not meet the inspection standards, they will not be eligible for incentives.

If SWEPCO is unable to contact the customer to make an inspection, the Project Sponsor may need to make the inspection arrangement. If SWEPCO is unable to inspect measures installed at the customer's location, those measures may be counted as failures.

7.2 INCENTIVE PAYMENT ADJUSTMENTS

After field inspections are completed, all installations will be evaluated on a measure-by-measure basis to calculate an adjustment factor for the incentive payment. This adjustment factor will be the ratio of the incentive total for all measures that pass inspection to the total incentive for all measures tagged for inspection. **The adjustment factor will then be applied to all sites on the Invoice.**

The algorithm for calculating the adjustment factor is described below:

$$\text{Adjustment Factor} = \frac{\text{Incentive total for measures that pass inspection}}{\text{Incentive total for all measures tagged for inspection}}$$

In instances where all measures pass inspection, the adjustment factor is 1.00. This assumes all figures on the Invoice are correct. If only 75% of the inspection sample passes inspection, the adjustment factor will be 0.75; only 75% of the incentives will be paid.

If the Project Sponsor disagrees with the payment adjustment, the Project Sponsor may request that all information be reviewed again after the Project Sponsor provides additional clarifying information. If the Project Sponsor and SWEPCO cannot agree on the adjustments after the review, the Project Sponsor and SWEPCO must use the dispute resolution mechanisms that are specified in the program agreement.

The customer may contact SWEPCO representatives at any time with any issues concerning the program design or sponsors working in the program.

7.3 ACCURATE REPORTING

Accurate reporting is of key importance in calculating savings achieved. SWEPCO may prohibit a project sponsor from submitting certain measures if problems occur repeatedly in accurate reporting of required information such as square footage and air conditioner size. All installations will be entered and submitted within 45 days of the installation date. Failure to adhere to the reporting requirements may be used for termination of the contract.

7.4 EXCESSIVE FAILURES

SWEPCO reserves the right to limit the measures a project sponsor is allowed to install or to terminate contracts due to excessive failures.

7.5 PAYMENT OF INVOICE

Payment terms are net 45 days. Payment will be processed when the inspections are completed and the incentives have been adjusted.

SWEPCO'S PAYMENT OF INCENTIVE PAYMENT(S) TO PROJECT SPONSOR IS EXPRESSLY AND SPECIFICALLY CONDITIONED UPON SWEPCO RECEIVING ALL REQUIRED NOTICES, SUBMITTALS AND MATERIALS FROM PROJECT SPONSOR WITHIN THE APPLICABLE PERIOD SPECIFIED IN THIS MANUAL AND THE AGREEMENT. FAILURE BY PROJECT SPONSOR TO DELIVER ANY REQUIRED NOTICE, SUBMITTAL, OR MATERIAL WITHIN THE APPLICABLE PERIOD SPECIFIED IN THIS AGREEMENT SHALL BE DEEMED A MATERIAL BREACH OF THE AGREEMENT.

8. SUMMARY OF PROCEDURES

Application and Approval Process

1. Fully read the revised manual
2. Complete Application Forms through link found at www.swepcogridsmart.com/texas
3. Submit the following within 24 hours of application, if applicable:
 - Summary of the step-by-step process of your testing procedures
 - The type of testing equipment you will be using
 - The date of last recalibration (Duct Efficiency or Infiltration measures only)
4. SWEPCO will notify applicants of the application's status within 30 business days
5. Submit all items requested in the contract approval email within 7 business days
6. Once all required items have been received and approved, SWEPCO will execute the RSOP agreement

Prior to Installation

1. Complete work schedule in P3 database and keep it updated
2. Subcontractors must be approved by SWEPCO prior to beginning installations
3. All marketing materials must be approved by SWEPCO including multi-media such as newspaper advertising
4. Customer must sign the HCA before work begins
5. Prior to installations at multi-family sites:
 - Submit projects, via P3 database, for pre-approval of the site and the measures
 - Submit a work schedule, via P3 database, at least seven (7) days prior to beginning installations

After Installation

1. Complete the Field Notes Form and have the **customer initial** the bottom if IN and/or DT measures installed
2. Customer must sign the HCA indicating measures were installed
3. Project Sponsor must provide customer with the signed Customer Copy of the HCA
4. If using subcontractors, provide the customer with All Bills Paid Affidavit

Reporting

1. Report installations on-line within the appropriate time frame
 - Submit projects within 45 days of creation in P3.

- SWEPCO will review and process the submitted projects. Once the reviewed projects are approved and ready for incentive payment, SWEPCO will pay the approved projects within 45 days.
2. Upload the following to the database:
 - Field notes form for each customer with air infiltration or duct efficiency work including pre and post CFM numbers
 - SWEPCO copy of the HCA form for each customer included in the Incentive Report
 - Photos as required by TRM

Payment

1. A sample of sites will be inspected
2. Payment will be issued based on the percentage of measures that pass inspection

SWEPCO has designed the RSOP manual to provide the specific requirements for participating in the RSOP. By contracting with SWEPCO, Project Sponsors agree that they have read the program manual and will comply with the requirements of the program in order to receive incentive payments for the installation of qualifying measures.

8.1 FREQUENTLY-ASKED QUESTIONS

What if the measures I actually install are slightly different from what was described in the original application?

A: A Project Sponsor may only install the measures approved in the application.

Do I have to give the incentive to the customer?

A: No. The Project Sponsor may use the incentive in any manner they see fit. In the Host Customer Agreement that the customer and the Project Sponsor are required to sign, the customer acknowledges that the Project Sponsor is receiving incentives through a ratepayer-funded program.

What happens if I don't report the measure installation data within 45 days?

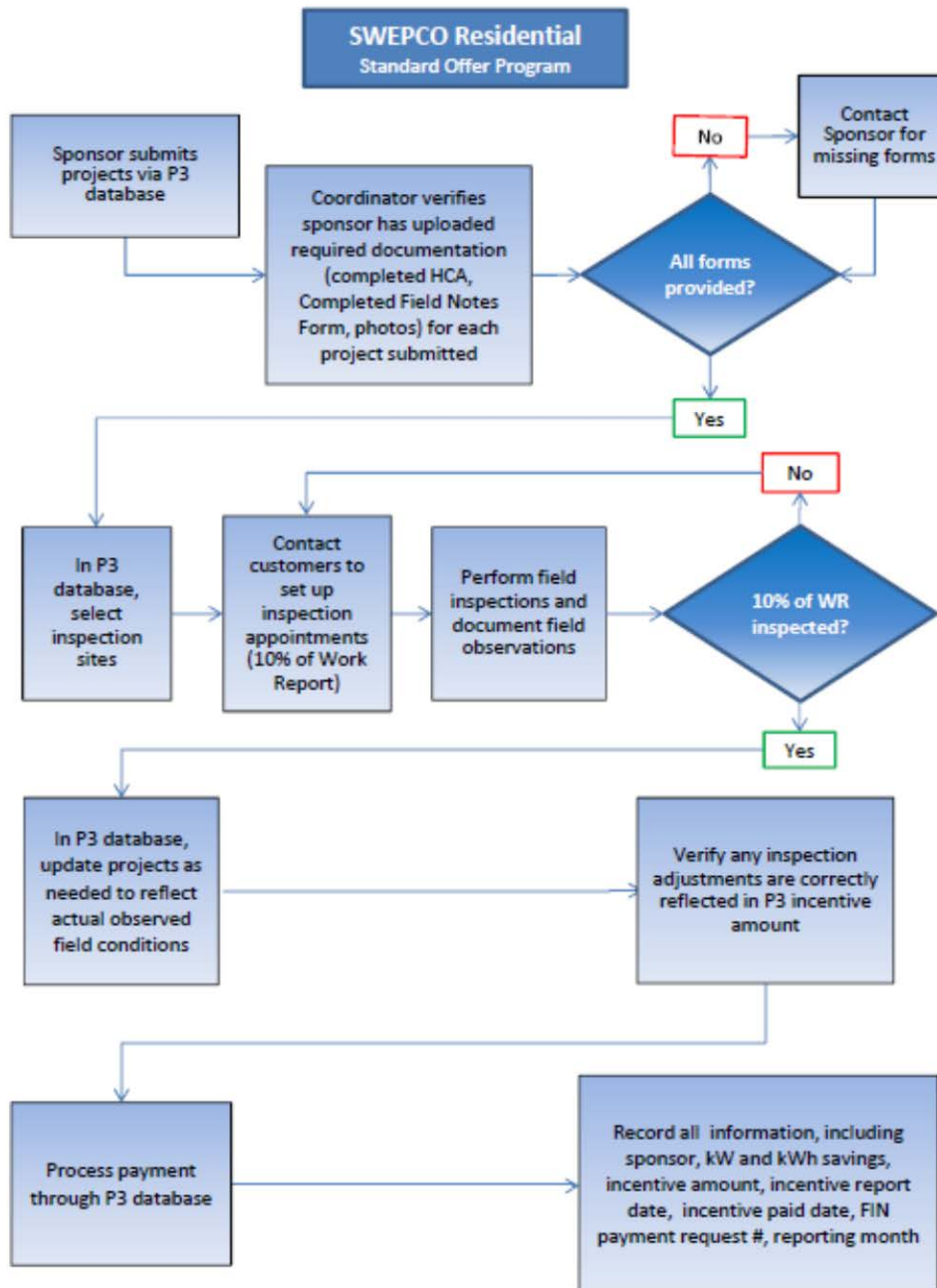
- A: The program manager has the authority to cancel/delete any project entered into P3 and not submitted within 45 days.

What happens if I am approved as a Project Sponsor, but don't perform any projects during the program year?

A: Poor performance in this area may be used by SWEPCO to limit a Project Sponsor's future participation.

What happens if there were funds available when I checked, but when I completed the project no program funds remain?

A: It is the responsibility of the Project Sponsor to monitor the overall program budget and their Project Sponsor limit to determine there are ample funds before implementing installations.



APPENDIX A GLOSSARY

- A -

Affiliate: As adopted by the PUCT, an Affiliate is:

- A) a person who directly or indirectly owns or holds at least 5.0% of the voting securities of an energy efficiency service provider;
- B) a person in a chain of successive ownership of at least 5.0% of the voting securities of an energy efficiency service provider;
- C) a corporation that has at least 5.0% of its voting securities owned or controlled, directly or indirectly, by an energy efficiency service provider;
- D) a corporation that has at least 5.0% of its voting securities owned or controlled, directly or indirectly, by:
 - i. a person who directly or indirectly owns or controls at least 5.0% of the voting securities of an energy efficiency service provider; or
 - ii. a person in a chain of successive ownership of at least 5.0% of the voting securities of an energy efficiency service provider; or
- E) a person who is an officer or director of an energy efficiency service provider or of a corporation in a chain of successive ownership of at least 5.0% of the voting securities of an energy efficiency service provider;
- F) a person who actually exercises substantial influence or control over the policies and actions of an energy efficiency service provider;
- G) a person over which the energy efficiency service provider exercises the control described in subparagraph (F) of this paragraph;
- H) a person who exercises common control over an energy efficiency service provider, where "exercising common control over an energy efficiency service provider" means having the power, either directly or indirectly, to direct or cause the direction of the management or policies of an energy efficiency service provider, without regard to whether that power is established through ownership or voting of securities or any other direct or indirect means; or
- I) a person who, together with one or more persons with whom the person is related by ownership, marriage or blood relationship, or by action in concert, actually exercises substantial influence over the policies and actions of an energy efficiency service provider even though neither person may qualify as an affiliate individually.

- B -

Baseline: For purposes of determining estimated and measured energy savings for equipment replacement projects implemented under the SOP, the baseline is generally defined as the energy consumed by equipment with efficiency levels that meet the applicable current federal standards and reflects current market conditions. In certain limited circumstances, the baseline may be determined by the equipment or conditions currently in place. This is likely to occur only when federal energy efficiency standards do not apply, or when the existing equipment can be shown by the Project Sponsor to have a remaining service life of at least ten years. For determining estimated and measured savings for building shell improvements, the baseline is generally determined by the building's current condition, e.g., existing insulation 'r' values, air infiltration rates, etc.

- D -

Deemed Savings: A pre-determined, validated estimate of energy and peak demand savings; attributable to an energy efficiency measure in a particular type of application that a utility may use instead of energy and peak demand savings determined through measurement and verification activities.

Demand Savings: A quantifiable reduction in the rate at which energy is delivered to or by a system at a given instance, or average over a designated period, usually expressed in kilowatts (kW) or megawatts (MW).

- E -

Energy-Efficiency Measures (EEM): Equipment, materials, and practices that when installed and used at a customer site result in a measurable and verifiable reduction in either purchased electric energy consumption, measured in kilowatt-hours (kWh), or peak demand, measured in kW, or both.

Energy Efficiency Project: An energy efficiency measure or combination of measures installed under an SOP Agreement or a market transformation contract that results in both a reduction in customers' electric energy consumption and peak demand, and energy costs.

Energy Efficiency Service Provider: A person who installs energy efficiency measures or performs other energy efficiency services.

Energy Savings: A quantifiable reduction in a customer's consumption of energy, or the amount by which energy consumption is reduced as a result of the installation of qualifying Energy-Efficiency Measures. Energy savings are determined by comparing the efficiency of the installed Measures to that of an appropriate Baseline.

Evaluation, Measurement and Verification (EM&V): A catch-all phrase used in the energy industry to refer to a systematic, third-party review of the delivery and impacts of energy efficiency programs. The Public Utility Commission of Texas (PUCT) hires the EM&V contractor.

Existing Equipment: The equipment that is installed at the host customer's site prior to the customer's participation in the SOP.

- H -

Host Customer or Customer: A residential distribution customer of SWEPCO that owns or leases facilities at a Project Site or Sites and that has entered into a Host Customer Agreement with Project Sponsor for the installation of Measures as a part of Project.

- I -

Implementation Payment: The first of two incentive payments made to a Project Sponsor. The implementation payment is for 40% of the total estimated incentive amount as specified in the SOP Agreement. A Project Sponsor may submit an invoice for this payment following SWEPCO's approval of the Project Sponsor's Project Implementation Report (PIR).

Incentive Payment: Payments made to an Energy Efficiency Service Provider based on the level of approved demand and energy savings (expressed as kW and kWh). Incentive rates are based on Commission approved avoided costs and incentive caps.

Inspection: Onsite examination of a project to verify that a measure has been installed and is capable of performing its intended function.

- M -

Market Actor or Project Sponsor: Any organization, group, or individual under contract with SWEPCO to provide Energy Savings and/or Peak Demand Savings within the parameters of this SOP.

Measurement and Verification Plan: The Project Sponsor's specific plan for verifying measured savings estimates. The measurement and verification (M&V) plan should be consistent with the International Performance Measurement and Verification Protocol.

Measured Energy Savings: The Energy Savings derived during the Performance Period; from the Measures installed at the Project Site as determined in accordance with the Measurement and Verification Plan set forth in Exhibit C of the SOP Agreement.

- P -

Peak Demand: The electrical demand at the time of the highest annual demand on the utility's system, measured in 15 minute intervals.

Peak Demand Reduction: Peak demand reduction on the utility system during the utility system's peak period, calculated as the maximum average demand reduction over a period of one hour during the peak period.

Peak Period: For the purposes of this program, the peak period is defined as the hours from 1 PM to 7 PM CDT weekdays, from June 1 through September 30 (federal holidays and weekends excluded).

Performance Period: The one-year period, for weather-dependent measures or shorter for non-weather-dependent Measures, following the approval of a Project Sponsor's Project Implementation Reports. It is during this period that measurement and verification is to take place.

Performance Payment: The second of two incentive payments made to a Project Sponsor under the terms of an SOP Agreement. The performance payment is based on the one-year measured energy savings documented in SWEPCO's M&V Report and may be up to 60% of the total estimated incentive included in the SOP Agreement.

Program Manual: The complete set of SWEPCO RSOP materials, including the program description, procedures and forms.

Program Portfolio Portal (P3): Software application utilized in RSOP to report and track project savings and incentives.

Project Application: The Project Application, comprising of a set of standard forms, is submitted by an organization wanting to participate in the SOP as a Project Sponsor.

Project Site: The location of a Host Customer's facilities at which approved Measures will be installed. And from which Peak Demand Savings and/or Energy Savings, will be obtained. A single Project may include Measures installed at multiple Project Sites.

Project Sponsor or Market Actor: Any organization, group, or individual under contract with SWEPCO to provide Energy Savings and/or Peak Demand Savings within the parameters of this SOP.

Prudent Electrical Practices: Those practices, methods, standards, and equipment commonly used in prudent electrical engineering and operations to operate electrical equipment lawfully and with safety, dependability, and efficiency and in accordance with the National Electrical Safety Code, the National Electrical Code, and any other applicable federal, state and local codes. In the event of a conflict, the applicable federal, state, or local code shall govern.

PUCT: Public Utility Commission of Texas

- R -

Renewable Demand Side Management (DSM) Technologies: Equipment that uses a renewable energy resource that, when installed at a customer site, reduces the customer's net purchases of energy (kWh), electrical demand (kW), or both.

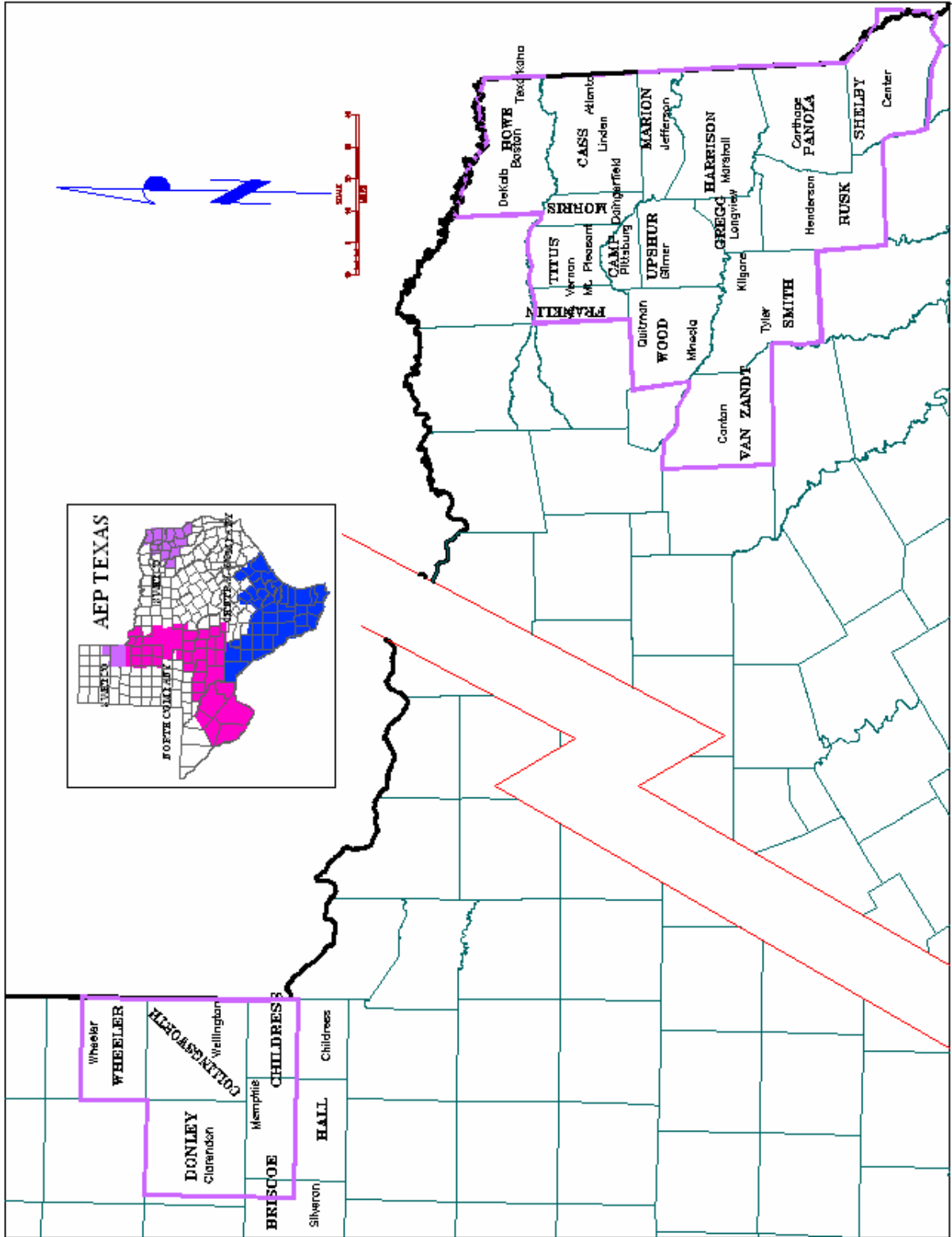
- S -

SOP Agreement: A contract entered into by the Project Sponsor and SWEPCO following the approval of the Project Sponsor's project application and SWEPCO's design of a project-specific M&V plan. The SOP Agreement specifies the energy-efficiency measures to be installed, the expected energy savings, the expected total incentive payment, and the agreed-upon M&V approach.

- T -

Technical Reference Manual (TRM): A resource document compiled by the PUCT's EM&V contractor that includes information used in program planning and reporting of energy efficiency programs. It can include savings values for measures, engineering algorithms to calculate savings, impact factors to be applied to calculated savings (e.g., net-to-gross values), protocols source documentation, specified assumptions, and other relevant material to support the calculation of measure and program savings.

APPENDIX B SERVICE AREA MAP



APPENDIX C – COUNTIES AND CITIES SERVED

Northeast Texas, Weather Zone 2

Bowie	DeKalb Hooks Leary Maud Nash New Boston Red Lick Texrakana Wake Village	Shelby	Center Joaquin Tenaha
Camp	Pittsburg	Smith	Winona
Cass	Atlanta Bloomburg Hughes Springs Linden McLeod Queen City	Titus	Cookville Millers Cove Mount Pleasant Winfield
Franklin	Mount Vernon	Upshur	Bettie Big Sandy Gilmer Pritchett Union Grove
Gregg	Clarksville City East Mountain Gladewater Kilgore Lakeport Longview Rolling Meadows Warren City White Oak	Van Zandt	Fruitvale Grand Saline
Harrison	Hallsville Marshall Scottsville Waskom	Wood	Alba Golden Hawkins Mineola Winnsboro
Hopkins	Pickton Saltillo		
Marion	Jefferson Trees City		
Morris	Daingerfield Naples Omaha		
Panola	Beckville Bethany Carthage Gray Tatum		
Red River	Avery		
Rusk	Henderson Mount Enterprise New London Overton		

Northwest Texas, Weather Zone 1

Childress	Carey Loco Tell
Collingsworth	Dodson Lutie Shamrock Wellington
Donley	Clarendon Hedley Lelia Lake
Hall	Estelline Lakeview Memphis Newlin
Wheeler	Lela Twitty

APPENDIX D MARKETING MATERIAL:

ACCEPTABLE AND UNACCEPTABLE

Information has sometimes been relayed to customers that are incorrect or misleading, giving the customer a misrepresentation of the responsibility of the Utility Company. Suggestions are offered here for correct verbiage that can be used. Statements in the second section are incorrect and must NOT be used.

ACCEPTABLE phrases:

"The local electric utility company has started an energy conservation program for their customers..."

"This program is offered at subsidized or no cost to the homeowner."

"The electric delivery companies are purchasing the energy savings we have provided you."

"The State of Texas has developed programs to assist qualified electric customers with installing energy saving improvements to help reduce consumption of energy..."

"Current State law requires local electric utilities to make funds available to independent contractors so that you have the opportunity to improve the energy efficiency of your home."

"The Utility Companies typically call about 10% of the customers we do work for to ensure we are following guidelines and proper upgrades have been done."

"...your only obligation may be to allow the utility to inspect our work."

"(Project Sponsor) provides free upgrades to your home to lower costs on your electric bill."

"(Project Sponsor) is not part of, or endorsed by the PUC-T or the local electric utility. We are an independent company that provides energy efficiency measures under the programs for electric utilities."

"These funds are provided by rate payers and are regulated by the Public Utility Commission."

"The State of Texas has developed programs to encourage energy service providers to offer energy conservation services to electric customers of investor-owned utilities."

NOT ACCEPTABLE:

These phrases, or anything similar, are NOT to be used:

"All costs are paid by your electric company."

"Would you like your utility company to pay for energy efficiency upgrades to your home at no cost to you?"

"It is free because we are paid by the utilities"

"We are getting paid but not from you, but by your utility company."

"(Project Sponsor) bills your electric utility for the work performed on your home."