

Program Terms and Conditions

PNM Business Energy Efficiency Programs



April 2024



PNM Business Energy Efficiency Programs

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NEW CONSTRUCTION & RETROFIT REBATE PROGRAM

Terms and Conditions

As an eligible commercial PNM customer, indicated by receiving electric service from one of the rates indicated below, I certify that the indicated energy efficiency measures, which will be demonstrated with supporting documentation required by PNM, were installed within six (6) months of filing this application. The energy efficiency measures are for use in my business facility and not for resale. I have attached documentation establishing proof of payment for the items installed according to this application and certify that the project costs identified in this application are correct and represent the actual costs paid to implement the project. Project documentation, such as copies of dated invoices for the purchase and installation of the measures and product specification sheets, is required. Further documentation requirements can be found in the Policy and Procedures Manual which can be found at the program website pnmenergyefficiency.com. Documentation indicating installation dates prior to six months of the date of this application will render this application ineligible.

Pre-applications are highly recommended and, in some cases, required; see each tab in this application to determine if a pre-application is required. Final applications received without a required pre-application may be rendered ineligible. Upon approval, the pre-application will be reserved for 180 days from the approval date. The applicant may request, subject to approval by the PNM New Construction and Retrofit Rebates Team, that the funding be reserved for more than 180 days if the project schedule is expected to extend more than six months. All reservations are subject to available funding and are paid on a first come first served basis.

I understand that the location or business name on the invoice must be consistent with the application information. Final Applications and all required supporting documentation should be received as soon as possible after the completion of the project with all required documentation. I agree to verification by the utility or their representatives of both sales transactions and equipment installation.

Applications submitted more than 6 months after project completion without specific permission from the PNM New Construction and Retrofit Rebate Team will be ineligible for incentives.

The energy savings from installed measures must occur on a meter with an eligible rate schedule. Most non-residential rate schedules are eligible, however there are exceptions. Check your monthly PNM bill to see if line item "Cost-effective Energy Saving Prog." is indicated. For master metered multifamily facilities and individually metered residences within multifamily facilities, use the PNM MULTIFAMILY Retrofit Rebate or New Construction application. A qualifying multifamily facility consists of a single commercial property containing more than four dwelling units or the building has at least five (5) dwelling units, or belongs to a property of multiple 4-unit buildings.

ELIGIBLE PNM TARIFFS:

- 2A, 2B, 3B, 3C, 4B, 5B (Excludes Flat or Unmetered Rates)
- 11B, 15B
- 30B, 33B, 35B
- Please visit <https://www.pnm.com/rates2> for full description of non-residential rates.

Any and all environmental credits generated by the project described in this application will be retained by PNM.

I certify that the information on this application is true and correct, and that the Taxpayer ID Number is the applicant's. I agree to verification by the utility or their representatives of both sales transactions and equipment installation.

I understand that incentive payments assume related energy benefits over a period of 5 years or for the life of the product, whichever is less.

I agree that if: (1) I do not install the related product(s) identified in my application, or (2) I remove the related product(s) identified in my application before a period of 5 years or the end of the product life, whichever is less; then I shall refund a prorated amount of incentive funds to PNM based on the actual period of time in which the related product(s) were installed and operating (or the full amount if the product was never installed). This is necessary to assure that the project's related energy benefits will be achieved.

I understand that this project must involve a capital improvement with associated out-of-pocket costs (in-house labor does not count toward out-of-pocket costs) that results in improved energy efficiency. I understand it is my responsibility to comply with any applicable local, state and federal code requirements. I agree that my eligibility to participate in the program and receive program funds is contingent upon compliance. I also understand that all materials removed, including lamps and PCB ballasts, must be taken out of service and disposed of in accordance with local codes and ordinances. Information about hazardous waste disposal can be found at: epa.gov/osw/hazwaste.htm.

In no case will PNM pay more than 100% of the incremental measure cost up to 50% of total project cost, not to exceed \$400,000 per PNM Account/Site. Applicants are eligible to re-apply for remaining rebate incentives in subsequent years. I understand that PNM or their representatives have the right to ask for additional information at any time. The PNM New Construction and Retrofit Rebates program will make the final determination of incentive levels for this project.

Any bonus offers are a limited time only, while funds are available and can be terminated at any time at the Program's discretion. I understand that the program may be modified or terminated without prior notice.

NEW CONSTRUCTION & RETROFIT REBATE PROGRAM

Terms and Conditions

PNM reserves the right to associate with your business and participation in the incentive program for promotion and advertising purposes. See the Policies and Procedures Manual for more on promotional co-branding. If I choose to opt-out of any association, I will indicate my choice in a written letter.

I understand that PNM does not guarantee the energy savings and does not make any warranties associated with the measures eligible for incentives under this program, and, further, that PNM has no obligations regarding and does not endorse or guarantee any claims, promises, workmanship, or equipment made, performed, or furnished by any contractors or equipment vendors, including Trade Allies listed on the PNM website, that sell or install any energy efficiency measures. PNM will only release project information to the meter holder unless specifically allowed in writing by the applicant.

I understand that in the event funds are reserved based on a pre-notification the payment of incentives will be based upon the final application and program terms and conditions, and that the PNM New Construction and Retrofit Rebates program is subject to change or cancellation at any time and without notice. PNM is not responsible for any lost, late, stolen, ineligible, illegible, misdirected or postage-due mail. All completed submissions become the property of PNM and will not be returned. PNM makes no guarantees about the availability of products or rebate forms. By participating in the PNM New Construction and Retrofit Rebates program, customers agree to waive any claims and release PNM from any liability for damages, of any kind. Rebates are funded by a charge on PNM electric customer bills.

I have read and understand the program requirements and Measure Specifications and Terms and Conditions set forth in this application and agree to abide by those requirements. Furthermore, I concur that I must meet all eligibility criteria in order to be paid under this program.

RETRO-COMMISSIONING PROGRAM

Terms and Conditions

1. As a PNM customer eligible for participation in PNM's Building Tune-up (the "Program"), I certify that the indicated energy efficiency measures, which will be demonstrated with supporting documentation required by PNM, were serviced and/or installed after March 3, 2014. The energy efficiency measures are for use in my business facility and not for resale. I have attached documentation establishing proof of payment for the items serviced and/or installed according to this application and certify that the project costs identified in this application are correct and represent the actual costs paid to implement the project. Project documentation, such as copies of dated invoices for the purchase and installation of the measures and product specification sheets, is required. I am aware that further documentation requirements can be found in the Policy and Procedures Manual, which are available on the program website pnmenergyefficiency.com or can be ordered by calling the program hotline. Documentation indicating service and/or installation dates prior to March 3, 2014, will render this application ineligible.
2. I understand that the location or business name on the invoice must be consistent with the application information. A final application form including all required supporting documentation (the "Final Application") should be received within 180 days of the completion of the project. The customer may request, subject to approval by the PNM Program team, that the funding be reserved for more than 180 days if the project schedule is expected to extend more than six months. Final Applications submitted more than 6 months after project completion without specific permission from the PNM Program team will be ineligible for incentives.
3. I agree to allow the utility or their representatives to verify sales transactions, services provided, and equipment installed under this program.
4. **CUSTOMER ELIGIBILITY:** I understand that the program applies to commercial customers whose facilities are either at least 50,000 ft², use at least 750,000 kWh annual usage or have an annual average demand of at least 500 kW. I further understand that in order to qualify, the energy savings from installed measures must occur on a meter with one of the eligible rate schedules, as set forth below:
 - 2A, 2B, 3B, 3C, 4B, 5B (Excludes Flat or Unmetered Rates)
 - 15B, 30B, 35B
 - Please visit <https://www.pnm.com/rates2> for full description of non-residential rates.
5. I understand that any and all environmental credits generated by the project described in this application will be retained by PNM.
6. I certify that the information on this application is true and correct, and that the Taxpayer ID Number is the applicant's. I understand that incentive payments assume related energy benefits over a period of 5 years or for the life of the product, whichever is less.
7. I agree that if: (a) I do not service and/or install the related product(s) identified in my application, or (b) I remove the related product(s) identified in my application before a period of 5 years or the end of the product life, whichever is less; then I shall refund a prorated amount of incentive funds to PNM based on the actual period of time in which the related product(s) were serviced and/or installed and operating (or the full amount if the product was never installed). This is necessary to assure that the project's related energy benefits will be achieved.
8. I understand that the program may be modified or terminated without prior notice.
9. I understand that this project must involve a capital improvement with associated out-of-pocket cost that results in improved energy efficiency. I understand it is my responsibility to comply with any applicable local, state and federal code requirements. I agree that my eligibility to participate in the program and receive program funds is contingent upon compliance. I also understand that all materials removed, must be taken out of service and disposed of in accordance with local codes and ordinances. I am aware that information about hazardous waste disposal can be found at: epa.gov/osw/hazwaste.htm.
10. I understand that in no case will PNM pay more than 50% of the total installed project cost on an ECM by ECM basis. I understand that PNM or their representatives have the right to ask for additional information at any time and that PNM will make the final determination of incentive levels for this project.
11. I understand that my company may be recognized as a program participant in promotional materials; however, project details will not be released without prior consent. If I choose to opt-out of any recognition, I will indicate my choice in a written letter.

BUILDING OPERATOR CERTIFICATION (BOC) PROGRAM

Terms and Conditions

As an authorized representative of a PNM customer eligible for participation (“Customer”) in the PNM Building Operator Certification (“BOC”) Tuition Reimbursement Program (the “Program”), I certify that the BOC course in which Customer’s employee (the “Applicant”) has or will be enrolled is a course that has been approved by the New Mexico licensed BOC program and commenced or commences on or after June 1, 2014. I have attached documentation including the applicable invoice establishing proof of payment for the Applicant’s BOC course, which was provided by the administrator of the local New Mexico licensed BOC program (the “Administrator”), along with documentation verifying Applicant’s attendance and a completed BOC application form for that employee Applicant. In the event that Applicant has not yet attended the BOC course, I certify that I will submit these required supporting documents and completed BOC application form within 30 days after the date of completion of the course. I further certify that the tuition costs identified in this agreement and the supporting documents are correct and represent the actual costs paid by Customer to the Administrator for Applicant’s attendance of the BOC course. I am aware that there may be additional documentation requirements, which can be found in the Policy and Procedures Manual located on the program website pnmenergyefficiency.com or can be ordered by calling 505-938-9400.

PRE APPROVAL

In order for Applicant to be eligible for the Program, the Applicant must have submitted a pre-application form and have been approved by PNM for the Program prior to BOC course commencement.

CUSTOMER ELIGIBILITY

I understand that in order for the Customer to qualify for the Program, the meter for which Customer desires to obtain energy savings, as a result of participation in the Program, must be on one of the Program eligible rate schedules, as set forth below:

PNM TARIFFS:

- 2A, 2B, 3B, 3C, 4B, 5B (Excludes Flat or Unmetered Rates)
- 11B, 15B, 30B, 35B
- Please visit <https://www.pnm.com/rates2> for full description of non-residential rates.

Furthermore, I certify that the Applicant is a building operator or engineer employed by Customer who:

1. Operates an eligible building type within the PNM service territory. Eligible building types include:
 - Municipal, K-12 School, College and University
 - Large Industrial
 - Hospital
2. Has at least two (2) years of experience in building operations & management;
3. Is not currently credentialed as a BOC trainee;
4. Operates building facilities where combined square footage is at least 50,000 ft²;
5. Shows proof of class completion by obtaining the course certification;
6. Will attend the PNM program overview session, conducted during the BOC training course, in order to become familiar with all PNM Business Energy Efficiency program offerings; and
7. Commits to working in partnership with the PNM Business Energy Efficiency team on energy efficiency projects within the facility managed or operated by Applicant.

REGISTRATION AND COMPLETION

I understand that in addition to and separate from entering into this agreement, I must register Applicant for the Program with the local New Mexico licensed BOC course Administrator. Furthermore, I agree to follow, and agree to ensure that Applicant follows all BOC course requirements as put forth by the Administrator.

I understand that the Program eligible BOC course must be completed in coordination with the Administrator within six (6) months of the date on which Applicant is pre-approved by PNM. Customer may only submit one application per employee applicant, but may submit multiple applications for different employee applicants if Customer wishes to have more than one employee participate in the Program. I agree to submit invoice and course completion documentation to the PNM Business Energy Efficiency team at energyefficiency@pnm.com or 320 Gold Avenue SW, Suite 500, Albuquerque, NM 87102 within 30 days of course completion. I understand that if I fail to submit timely documentation, incentive payment may be denied.

TRAINING COURSE COSTS

I understand that I am responsible to pay the Administrator in full for all costs associated with the BOC course. I agree to provide copies of all invoices or other reasonable documentation that verify the costs of Applicant’s attendance and completion of the training course.

BUILDING OPERATOR CERTIFICATION (BOC) PROGRAM

Terms and Conditions

INCENTIVE AMOUNTS AND SCHEDULE

Incentive payment will be subject to the following limitations:

- The maximum incentive per application is \$1,800, up to 100% of tuition costs, whichever is less.
- Tuition as defined by this agreement does not include costs incurred by the Applicant or Customer for books, materials, travel or any other indirect expenses related to enrollment of Applicant in and/or attendance by Applicant of the BOC course.
- PNM reserves the right to deny any incentive application that may result in PNM exceeding its Program budget.
- Incentives under the Program are offered on a first-come, first served basis and are subject to Applicant eligibility, Customer eligibility and availability of funds.
- PNM intends to pay Customer the Program incentive within four (4) to six (6) weeks after PNM's receipt of all required documents, including this agreement, signed by an authorized representative of Customer, and all required supporting documentation.
- I understand that any and all environmental credits generated by the Program described herein will be retained by PNM.
- I certify that the information herein is true and correct, and that the Taxpayer ID Number specified herein is the Customer's. I understand that incentive payments assume related energy benefits over a period of 5 years.
- Customer understands that it may be recognized as a Program participant in PNM promotional materials; Customer agrees that if Customer desires to opt-out of any such recognition, Customer will do so in writing by submitting a letter to the Program office.

- I understand that the Program is subject to change or cancellation at any time and without notice. PNM is not responsible for any lost, late, stolen, ineligible, illegible, misdirected or postage-due mail. I understand that all completed submissions become the property of PNM and will not be returned, and that PNM makes no guarantees about the availability of products or rebate forms. By participating in the PNM Program, I agree to waive any claims and release PNM and its third party program administrator, DNV Energy Services USA, Inc., from any liability for damages of any kind. I understand that incentive payments are funded through a charge on PNM electric customer bills.
- I understand that by participating in the Program, I hereby hold harmless PNM and DNV Energy Services USA, Inc. and release them from any and all claims, demands, injuries and damages that I, or a third party, may incur or sustain as a result of my participation in the Program. PNM and DNV Energy Services USA, Inc. shall have no liability whatsoever for any and all actual or alleged claims, demands, injuries or injuries, including third party claims, arising from or in any way related to Customer or Applicant's participation in the Program.
- I have read and understand the Program requirements and terms and conditions set forth in this agreement and agree to abide by those requirements. Furthermore, I understand and agree that Customer and Applicant must both meet all eligibility criteria in order for an incentive to be paid to Customer under this Program.

MULTIFAMILY PROGRAM

Terms and Conditions

As an eligible multifamily PNM customer, indicated by receiving electric service from one of the rates indicated below, I certify that the indicated energy efficiency measures, which will be demonstrated with supporting documentation required by PNM, were installed within six (6) months of filing this application. The energy efficiency measures are for use in my business facility and not for resale. I have attached documentation establishing proof of payment for the items installed according to this application and certify that the project costs identified in this application are correct and represent the actual costs paid to implement the project. Project documentation, such as copies of dated invoices for the purchase and installation of the measures and product specification sheets, is required. Further documentation requirements can be found in the Policy and Procedures Manual which can be found at the program website pnmenergyefficiency.com. Documentation indicating installation dates prior to six months of the date of this application will render this application ineligible.

Pre-applications are highly recommended and, in some cases, required; see each tab in this application to determine if a pre-application is required. Final applications received without a required pre-application may be rendered ineligible. Upon approval, the pre-application will be reserved for 180 days from the approval date. The applicant may request, subject to approval by the PNM New Construction and Retrofit Rebates Team, that the funding be reserved for more than 180 days if the project schedule is expected to extend more than six months. All reservations are subject to available funding and are paid on a first come first served basis.

I understand that the location or business name on the invoice must be consistent with the application information. Final Applications and all required supporting documentation should be received as soon as possible after the completion of the project with all required documentation. I agree to verification by the utility or their representatives of both sales transactions and equipment installation. **Applications submitted more than 6 months after project completion without specific permission from the PNM New Construction and Retrofit Rebate Team will be ineligible for incentives.**

The energy savings from installed measures must occur on a meter with an eligible rate schedule. Most non-residential rate schedules are eligible, however there are exceptions. Check your monthly PNM bill to see if line item "Cost-effective Energy Saving Prog." is indicated. For master metered multifamily facilities and individually metered residences within multifamily facilities, use the PNM MULTIFAMILY Retrofit Rebate or New Construction application. A qualifying multifamily facility consists of a single commercial property containing more than four dwelling units or the building has at least five (5) dwelling units, or belongs to a property of multiple 4-unit buildings.

ELIGIBLE PNM TARIFFS FOR MULTIFAMILY PROGRAM:

- 1A, 1B, 2A, 2B, 3B, 3C
- Please visit <https://www.pnm.com/rates2> for full description of rates.
- The energy savings from installed measures must occur on a meter with an eligible rate schedule above and:
- The applicant employs a Participating Trade Ally or appropriately licensed in-house or other professional to install the energy efficient measures

Any and all environmental credits generated by the project described in this application will be retained by PNM.

I certify that the information on this application is true and correct, and that the Taxpayer ID Number is the applicant's. I agree to verification by the utility or their representatives of both sales transactions and equipment installation.

I understand that incentive payments assume related energy benefits over a period of 5 years or for the life of the product, whichever is less.

I agree that if: (1) I do not install the related product(s) identified in my application, or (2) I remove the related product(s) identified in my application before a period of 5 years or the end of the product life, whichever is less; then I shall refund a prorated amount of incentive funds to PNM based on the actual period of time in which the related product(s) were installed and operating (or the full amount if the product was never installed). This is necessary to assure that the project's related energy benefits will be achieved.

I understand that this project must involve a capital improvement with associated out-of-pocket costs (in-house labor does not count toward out-of-pocket costs) that results in improved energy efficiency. I understand it is my responsibility to comply with any applicable local, state and federal code requirements. I agree that my eligibility to participate in the program and receive program funds is contingent upon compliance. I also understand that all materials removed, including lamps and PCB ballasts, must be taken out of service and disposed of in accordance with local codes and ordinances. Information about hazardous waste disposal can be found at: epa.gov/osw/hazwaste.htm.

PNM offers an Income Qualified component which provides increased incentives for qualifying properties. Income qualified properties are determined from the MFA Income Qualified Listing on their website at <https://housingnm.org/>

In no case will PNM pay more than 100% of the incremental measure cost up to 50% of total project cost, not to exceed \$400,000 per PNM Account/Site. Applicants are eligible to

MULTIFAMILY PROGRAM

Terms and Conditions

re-apply for remaining rebate incentives in subsequent years. I understand that PNM or their representatives have the right to ask for additional information at any time. The PNM New Construction and Retrofit Rebates program will make the final determination of incentive levels for this project.

Any bonus offers are a limited time only, while funds are available and can be terminated at any time at the Program's discretion. I understand that the program may be modified or terminated without prior notice.

PNM reserves the right to associate with your business and participation in the incentive program for promotion and advertising purposes. See the Policies and Procedures Manual for more on promotional co-branding. If I choose to opt-out of any association, I will indicate my choice in a written letter.

I understand that PNM does not guarantee the energy savings and does not make any warranties associated with the measures eligible for incentives under this program, and, further, that PNM has no obligations regarding and does not endorse or guarantee any claims, promises, workmanship, or equipment made, performed, or furnished by any contractors or equipment vendors, including Trade Allies listed on the PNM website, that sell or install any energy efficiency measures. PNM will only release project information to the meter holder unless specifically allowed in writing by the applicant.

I understand that in the event funds are reserved based on a pre-notification the payment of incentives will be based upon the final application and program terms and conditions, and that the PNM New Construction and Retrofit Rebates program is subject to change or cancellation at any time and without notice. PNM is not responsible for any lost, late, stolen, ineligible, illegible, misdirected or postage-due mail. All completed submissions become the property of PNM and will not be returned. PNM makes no guarantees about the availability of products or rebate forms. By participating in the PNM New Construction and Retrofit Rebates program, customers agree to waive any claims and release PNM from any liability for damages, of any kind. Rebates are funded by a charge on PNM electric customer bills.

I have read and understand the program requirements and Measure Specifications and Terms and Conditions set forth in this application and agree to abide by those requirements. Furthermore, I concur that I must meet all eligibility criteria in order to be paid under this program.