

Consumers Energy Small Business Trade Ally Program

Policies and Procedures Manual 2021 Program Year

The Consumers Energy Small Business Trade Ally Program is managed by DNV. The Small Business Trade Ally Program team provides incentives for small business customers who upgrade their facilities with energy efficient equipment. This incentive program is available to Consumers Energy business customers with annual energy use of 750,000 kilowatt-hours (kWh) or less, based on the previous 12 months of billing history, and who receive electric delivery service from Consumers Energy. This document is intended to convey the rules, policies and procedures that govern program administration and customer participation.

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P.1 PROGRAM OVERVIEW

The Consumers Energy Small Business Trade Ally Program, funded by Consumers Energy customers and approved by the Michigan Public Service Commission, is designed to maximize the implementation of comprehensive, cost-effective, energy efficient measures to eligible customers in the Consumers Energy service territory. This program is designed to promote the installation of energy-efficient technologies in small businesses that normally do not have easy access to energy efficiency programs because of various barriers. The primary barrier in this market is limited access to the capital needed to perform energy efficiency upgrades and the competing needs for funding other business projects. The program has set high incentive levels that are capable of driving this market. This translates into short payback periods and low measure installation costs for customers. Trade Allies also benefit from these higher incentive levels because the program effectively sells itself, allowing Trade Allies to minimize marketing efforts and focus on working directly with participating customers.

Incentives for the installation of approved measures are paid directly to Trade Allies. The program works closely with Trade Allies to provide customers with on-site facility assessments and financial incentives for refrigeration measures, lighting upgrades, and lighting control upgrades.

The Trade Ally will conduct a free energy assessment to identify potential energy saving equipment options and determine the amount of potential incentives paid by the program. Trade Allies participating in the Small Business Trade Ally Program are available to install the equipment, providing a low-hassle, simple approach resulting in customers saving on their energy bill.

The Trade Allies are responsible for auditing the site, the energy efficiency measure selection, specifying equipment, performing the installations and providing required warranties. The Small Business Trade Ally Program is responsible for conducting inspections to verify pre-installation and post-installation conditions and equipment, disbursing incentives, and overall program oversight. The Small Business Trade Ally Program provides Trade Allies with program information and an Internet-based tool to enter, track, and receive approval and payment for projects. The Small Business Trade Ally Program offers no warranties for the Trade Allies' work. Trade Allies are solely liable for their work.

P.2 SMALL BUSINESS TRADE ALLY PROGRAM INCENTIVES

Table 1 – Small Business Trade Ally Program Incentives

Measure Type	Measure Name	Incentive (\$/unit)* *Capped at cost*
Electric	Exterior Lighting	\$0.17 /kWh
Electric	Interior Lighting	\$0.17/kWh
Electric	LED Screw-in	\$0.10/kWh
Electric	Other Electric (Custom)	\$0.15/kWh
Electric	Lighting - Occupancy Sensors	\$0.20/connected watt
Electric	Anti-sweat heater controls	\$120.00/door
Electric	ECM Case Motor	\$165.00/door
Electric	ECM Walk-in Cooler and Freezer Motor	\$270.00/motor
Electric	LED Lighting for Refrigeration Cases	\$14.00/nominal foot
Electric	Evaporator Fan Motor Controls on S-P motors	\$150.00/unit
Electric	Evaporator Fan Motor Controls on PSC motors	\$150.00/unit
Electric	Evaporator Fan Motor Controls on ECM motors	\$70.00/unit
Electric	Vending Equipment Controller	\$80.00/unit
Electric	Occupancy Sensors for LED Refrigerator	\$25.00/door
Electric	Strip Curtains (40 Degrees)	\$12.00/square foot
Electric	Strip Curtains (0 Degrees)	\$30.00/square foot
Electric	Wired GREM Material Only (EO)	\$250.00/room
Combo	Wired GREM Material Only (EG)	\$250.00/room
Electric	Wireless GREM Material Only (EO)	\$301.50/room
Combo	Wireless GREM Material Only (EG)	\$301.50/room

P.3 TRADE ALLIES

For a Contractor to become a Small Business Trade Ally Program-approved Trade Ally they must:

- Complete and sign the "Trade Ally Application & Agreement" document.
- Be an established contractor with references, required licenses, and W-9.
- Attend a program training session of up to four (4) hours for at least one (1) person from Trade Ally's firm and complete on-site training with a Small Business Trade Ally Program inspector within one month of becoming a Program-approved Trade Ally.

P.3.1 Trade Ally Responsibilities

The Small Business Trade Ally's responsibilities include, but are not limited to:

- Active, accurate and timely participation in the program
- Attending required training
- Verbally explain to customer scope of retrofit work, customer co-pay requirements
- Customer marketing, sales, and project development
- Use of the proposal generation software to create, expedite, and streamline projects
- Submit approved project proposals signed by participating businesses
- Material procurement and installation. All equipment must meet the standard requirements and specifications set forth in this document
- Hazardous waste removal and disposal, removal and disposal of equipment and materials retrofitted or replaced as part of the project, even if the customer requests to keep it
- Providing and honoring required warranties
- Resolving customer complaints or failed inspection items within 14 calendar days
- Submitting required forms and documentation (including but not limited to material invoices and specification sheets)
- Obtaining appropriate permits in accordance with state and local laws
- Collection of residual payment from the participating business

P.3.2 Trade Ally Approval Process

- Each Trade Ally must fill out, sign, and return the entire original Trade Ally Application and Agreement and required documentation to the Small Business Trade Ally Program team. Trade Allies are advised to read the entire document, as there are a variety of eligibility requirements that must be met to participate in the program. Applications submitted without the required documentation will not be processed and/or approved.
- The submission of the Application and Agreement does not in any way constitute an automatic approved status. The Consumers Energy Small Business Trade Ally Program reserves the right to reject any Trade Ally Application & Agreement if it does not meet the necessary requirements.
- The Small Business Trade Ally Program team will review the application, verify the required documentation, and check references, as necessary.
- Once the Application and Agreement has been approved and a Trade Ally has completed the training session, the Small Business Trade Ally Program team will provide the Trade Ally with a signed copy of the application for its records and future reference. Receipt of the signed Application and Agreement signifies that a Trade Ally is an approved Trade Ally for the Small Business Trade Ally Program and eligible to begin enrolling customers.

P.3.3 Trade Ally Removal

The Small Business Trade Ally Program may terminate the Trade Ally Application and Agreement at any time upon written notification to Trade Ally. Trade Ally may be allowed to complete projects previously begun, provided Trade Ally is in possession of a signed participation agreement and/or a change order. Trade Ally will be paid an incentive for work

completed as long as applicable program rules are followed.

The Small Business Trade Ally Program has found the use of Trade Allies to be a powerful method of leveraging resources to obtain cost-effective energy-efficiency improvements for utility customers. This approach has served all participants well and has historically produced results with a high level of customer satisfaction and few complaints. At the same time, it is important to keep in mind that a poorly performing Trade Ally may create obstacles for the entire program. Therefore, it is important to maintain oversight and mitigate any difficulties as rapidly as possible. In some instances, Trade Allies may be removed from the program and the approved list. The following is a description of the processes and procedures the Small Business Trade Ally Program will employ when reevaluating Trade Ally participation.

DNV and/or Consumers Energy Business Energy Efficiency Programs reserves the right to remove a Trade Ally from participating in any Consumers Energy Energy Efficiency Programs should any conduct occur that has the potential to result in damages to a customer, another Trade Ally or contactor or Consumers Energy and/or its reputation. Such behavior is defined but not limited to the following: willful, wanton, malicious, bad-faith, deliberate, consciously wrongful, or fraudulent behavior that results in violation or misrepresentation of Consumers Energy or Consumers Energy's programs.

Criteria for removal:

A Trade Ally will be subject to removal based on the severity of the concern, or an accumulation of frequent, less severe concerns. All concerns that rise to the level of requiring removal of a Trade Ally are a legal matter, a contractual matter with regards to the Trade Ally Application and Agreement, or a matter of professional conduct. We classify the concerns as follows:

- I. **Highly severe:** items that may result in financial, legal and/or other risks to the Small Business Trade Ally Program and/or the customer. In such instances, a Trade Ally may be immediately removed from the list.
 - i. Evidence of fraud or misrepresentation
 - ii. Failure to keep licenses current
 - iii. Refusal to honor warranties
 - iv. Violations of Michigan or local laws; for example, those concerning hazardous waste disposal
 - v. Bankruptcy
- II. **Severe:** items where customer satisfaction may be negatively impacted if not addressed. The Small Business Trade Ally Program will give the Trade Ally a reasonable time limit to resolve the issue. If the issue is not resolved, the Trade Ally may be removed from the program.
 - i. Failure to resolve failed inspection items or customer complaints within 14 calendar days
 - ii. Work that is inconsistent with the project proposal (quality or quantity)
 - iii. Installations not meeting program specifications and installation standards
- III. **Administrative/cumulative:** items where Trade Ally fails to adhere to stated

policies and procedures and/or reasonable standards of professional conduct, and subsequently, administrative issues arise which may not be widely visible to the customer. These situations will be monitored, and the Trade Ally will be put on probation, meaning that further disregard for program policies and procedures or standards of professional conduct may result in Trade Ally removal.

- i. Continually submitting incomplete or incorrect documentation
- ii. The Small Business Trade Ally Program receives more than two customer complaints within a 30-day period

Process:

1. Upon identification of an issue or concern, The Small Business Trade Ally Program will communicate the concerns to the Trade Ally as soon as is practicable. Communication will be by phone, followed by documentation sent to the Trade Ally via standard mail and/or e-mail. For highly severe concerns, the written document may be delivered with proof of receipt.
2. The Small Business Trade Ally Program will create a written record, a copy of which will be placed in the Trade Ally's file.
3. The Small Business Trade Ally Program will discuss potential resolutions with the Trade Ally and will be available for meeting with the Trade Ally to resolve the issue.
4. If a satisfactory resolution cannot be achieved, the Trade Ally will be removed from the program.

Possibility of re-instatement:

The Small Business Trade Ally Program may consider reinstating a Trade Ally on a case-by-case basis. However, only very rare circumstances will justify the Small Business Trade Ally Program evaluating a Trade Ally for re-instatement who was removed from the list for a highly severe concern.

P.3.4 Trade Ally Training

Trade Ally agrees to participate in a program training session of up to four (4) hours for at least one (1) person from Trade Ally's firm. This person must be the individual that will be developing, approving, and signing the project participation agreements. On-site training is helpful for new Trade Allies as they become comfortable with the correct manner in which to perform site assessments. Trade Ally agrees to complete on-site training with a Small Business Trade Ally Program inspector within one month of becoming approved as a Trade Ally. This training will involve accompanying the Trade Ally to a minimum of one customer site to demonstrate how a proper assessment is performed and translated into a project application. This training will help to minimize discrepancies between the project application and the inspector's findings, thus moving the project along in the process more quickly.

P.3.5 Authorized Work

Trade Ally is only authorized to perform the work as described on the project participation agreement (PA) and/or change order (CO), whichever is most current. It is the Trade Ally's responsibility to ensure that the CO is consistent with the PA signed by the participating business

and to confirm any changes that may have resulted from the pre-inspection. The PA and/or the CO obligate the Small Business Trade Ally Program to pay the incentive to the Trade Ally, if the work has been completed in accordance with the PA and/or CO and the terms of the Trade Ally Application and Agreement. The PA obligates the participating business to pay the Trade Ally for the residual amount of the project costs not covered by the incentive, as noted on the payment notification form.

P.3.6 Required Licenses and W-9

Participating Trade Allies must be licensed in Michigan, as appropriate for services performed. Trade Allies must also have current licenses to perform the specific services they will provide as required by the state of Michigan and applicable local ordinances. Trade Ally agrees to notify the Small Business Trade Ally Program Team of any changes to license(s) that would affect work performed under this program.

Trade Ally must provide a W-9 with the Tax-ID assigned to the business name applying for approval.

P.3.7 Walk-away Policy

Trade Allies must walk-away from the following on-site issues:

- Facilities with asbestos
- Facilities where proposed technology will not result in energy savings
- Facilities with existing damaged equipment that will cause proposed technologies to be inefficient
- Facilities that have already received an incentivized retrofit for the same measure (double dip)

P.4 PROGRAM TURNAROUND TIMES

Trade Allies must:

- Complete installations and submit the project completion form within 60 calendar days of a passed pre-inspection or within 60 calendar days of signing the change order when a pre-inspection failed
- Resolve, and communicate resolution to the Small Business Trade Ally Program team, any customer complaints or failed post-inspection items within 14 calendar days

The Small Business Trade Ally Program will:

- Process in-coming participation agreements and verify customer eligibility within three (3) calendar days of receipt of the participation agreement
- Conduct the pre-inspection and communicate the results via the online Proposal Generation Software system within 14 calendar days of customer eligibility verification
- Conduct the post-inspection and communicate the results via the online Proposal Generation Software system within 14 calendar days of receipt of the project completion form
- Issue incentive payment to Trade Allies within 26 calendar days of a passed post-inspection or a resolved failed post-inspection

P.5 HAZARDOUS WASTE MATERIALS

All materials removed must be permanently taken out of service and disposed of in accordance with local codes and ordinances. Trade Ally shall assume full responsibility for the correct disposal of all ballasts, fluorescent tubes and other hazardous waste material in compliance with the laws and regulations of the state of Michigan and the prevailing local jurisdiction. Trade Ally is responsible for being aware of any applicable codes or ordinances. Information about the requirements for the State of Michigan can be found at the Michigan Department of Environmental Quality Website: <http://www.michigan.gov/deq/>. Trade Ally shall provide the Small Business Trade Ally Program Team with full documentation of all hazardous waste material disposals on request.

P.6 PERMIT REQUIREMENTS

Trade Ally agrees to obtain the appropriate permits for any electrical work unless the total cost of the work is less than \$100 in accordance with the requirements of the state of Michigan. For more information regarding permit requirements visit <http://www.michigan.gov/lara>. Trade Ally will be required to submit proof that a permit has been obtained for every project that requires one.

P.7 PROGRAM EFFECTIVE DATES

The Small Business Trade Ally Program offers incentives for current program year until approved funds are exhausted or until December 31 of each program year, whichever comes first. The effective dates of the Small Business Trade Ally Program and document submittal requirements are as follows:

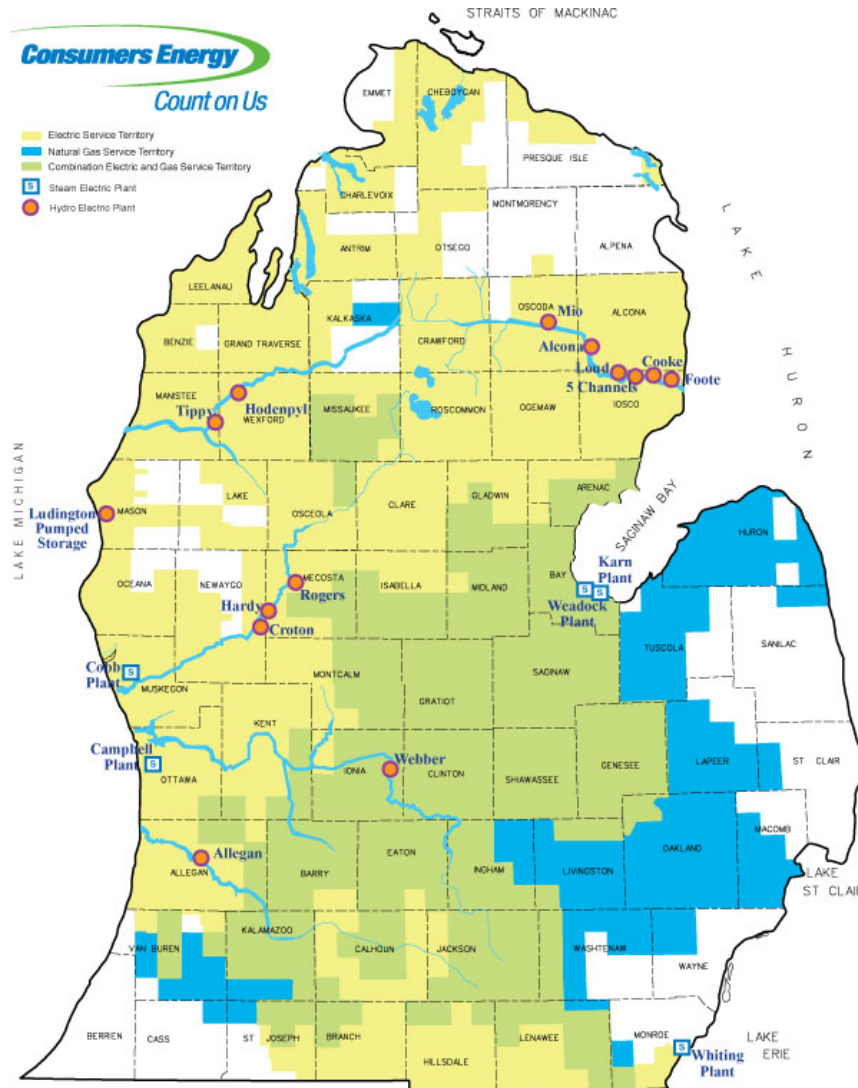
- All 2021 Small Business Energy Efficiency projects must be installed and project completion forms (described herein) received by December 31, 2021 to be eligible for 2021 program incentives
- All projects not completed in 2021 will roll over into the 2022 program year at 2022 incentive rates
- Subsequent program year budgets and plans will be made available at the beginning of the next program year

P.8 CUSTOMER ELIGIBILITY

The following rules pertain to customer eligibility for the Small Business Trade Ally Program:

- This program is available to commercial and/or industrial customers of Consumers Energy with annual energy use of 750,000 kWh or less, based on the previous 12 months of billing history
- Qualified measures must be installed at facilities served by Consumers Energy, and projects must result in an improvement in energy efficiency. Equipment must meet the specifications as explained in Section P.13
- Customer cannot apply for nor receive incentives for the same product, equipment or service from more than one utility

CONSUMERS ENERGY SERVICE TERRITORY MAP



P.9 PROJECT REQUIREMENTS

The Small Business Trade Ally Program includes the following project requirements:

- Projects must involve a facility improvement that results in a permanent reduction in electrical and/or natural gas energy use (kWh and/or Mcf)
- Project savings must be sustainable for a period of five years or for the life of the product, whichever is less

Projects that are **NOT** eligible for an incentive include the following:

- Vacant facilities
- New construction
- Additions or expansion
- First tenant improvement

- Changes in building function (i.e., changing a facility from a grocery store to a gym)
- Fuel switching (e.g., electric to natural gas or natural gas to electric)
- Changes in operational and/or maintenance practices or simple control modifications that do not involve capital costs
- Projects that involve peak-shifting with no kWh savings
- Projects involving renewable energy
- Common areas of multifamily or mixed-use buildings are not eligible but may participate through the Multifamily Program. Information for this program is located on the Consumers Energy website: <http://www.ConsumersMultifamilySavings.com/>
- LED Lighting that is not ENERGY STAR® approved or listed by DesignLights Consortium® (DLC) in applicable categories, unless lighting is approved by using this form: <https://cetradedaily.com/wp-content/uploads/2020/11/2020-Non-DLC-Product-Approval-Form-10152020-v2.pdf>

Any measures installed at a facility must be sustainable and provide 100% of the energy benefits as stated in the application for a period of five (5) years or for the life of the product, whichever is less. If the customer ceases to be a delivery service customer of Consumers Energy or removes the equipment or systems at any time during the five-year period or the life of the product, the customer may be required to return a prorated amount of incentive funds to Consumers Energy.

P.10 INCENTIVE CAPS AND LIMITS

The customer may only receive up to a \$30,000 incentive per facility from the Small Business Trade Ally Program. A facility is defined as contiguous property for which a single customer is responsible for paying the Consumers Energy electric and/or natural gas bill. The incentive limits are based on actual payments per facility and apply even if payments for some or all projects are paid to one or more Trade Allies. Each facility may participate multiple times throughout the program year, up to \$30,000 in total incentives.

P.11 INSPECTIONS

The Small Business Trade Ally Program reserves the right to conduct pre- and post-inspections at every facility. From time to time, the Small Business Trade Ally Program may choose to waive a pre- or post- inspection. In certain instances, the Small Business Trade Ally Program may choose to perform a virtual inspection utilizing our Blitz Virtual Inspection Tool. Trade Ally will agree to scheduled said inspection with the program inspector if the virtual inspection is chosen.

Failed post-inspections may result in a secondary “re-inspection” once a Trade Ally has communicated that they have resolved the issue discovered during the initial post-inspection. Small Business Trade Ally Program Inspectors are available to accompany Trade Allies on-site, upon request.

P.12 ON-SITE ENERGY ASSESSMENTS/AUDITS

The initial on-site energy assessment (or “audit”) is conducted by the Trade Ally. This assessment is to be conducted at no cost to the customer. This assessment does not in any way obligate the customer to participate in this or any other Consumers Energy program.

At the conclusion of this assessment, Trade Ally shall thoroughly explain to the customer the changes needed to make the customer’s premises more energy efficient. In addition, Trade Ally shall explain all phases of work that will be completed on the customer’s premises.

P.12.1 Lighting Audits

When conducting a lighting assessment/audit, the Trade Ally will need to collect information regarding the existing fixtures.

Operating Hours – Trade Allies must determine the operating hours for each fixture (or group of fixtures). The following options are available for operating hours:

- **25 (1 - 25 hours per week)**
- **40 (26 - 47 hours per week)**
- **55 (48 - 62 hours per week)**
- **70 (63 - 77 hours per week)**
- **85 (78 - 92 hours per week)**
- **100 (93 - 120 hours per week)**
- **168 (121 - 168 hours per week)**

Lighting Configuration Language – For the purposes of the Small Business Trade Ally Program the following lighting configuration nomenclature will be used:

2-4' 32W T8 LED

- # of lamps
- Length of lamps in feet
- Wattage
- Lamp type / Diameter

Fixture Burnout - During the initial audit and pre-inspection, fixture burnout must be noted in order to reflect actual baseline energy use. This will affect the final kW and kWh savings, which in turn affects the project incentive amount. The calculation of burnout should be done on a facility wide basis, where the burnout is calculated for the entire facility and applied to all fixtures of the same technology. The process is outlined below.

1. At the time of the initial audit/pre-inspection, conduct your lighting fixture

- determination, operation hour determination, and fixture count as usual
- Note any individual lamps that are inoperable/burned out and keep a running tally
 - At the completion of the survey, sum up the total number of burned out lamps and divide it by the total number of lamps of the same technology in the facility
 - If this factor is greater than 10 percent, apply this burnout percentage to all lamps applicable lamps included in the project. If total facility burnout is less than ten percent, the burnout can be ignored.

Example 1

Line Item	Area Description	Existing Fixture Type	Quantity	# of Burned Out Lamps	Total # of Lamps
1	Office #1	4-4'	10	0	40
2	Office #2	4-4'	10	9	40
3	Hall	2-4'	10	4	20
4	Kitchen	3-4'	10	7	30
				20	130
				Facility Burnout =	15.4%

Since the burnout is determined on the facility basis, the total facility burnout of 15.4% should be applied to all line items in Example 1 because all fixtures are the same technology.

When calculating burnout at facilities with multiple fixture technologies, burnout should be separated by technology, as illustrated by Example 2 below.

Example 2

Line Item	Area description	Existing Fixture Type	Quantity	# of Burned Out Lamps	Total # of Lamps
1	Kitchen	4-4' T12 34/40W	6	12	24
2	Kitchen	100W incandescent	6	0	6
3	Dining Room	60W incandescent	6	0	6
4	Bar	2-4' T12 34/40W	8	3	16
5	Entrance Way	60W incandescent	6	0	6
6	Outside	75W H-PAR	5	0	5
7	Front & Back	Exit Sign 30W	2	0	2
	Totals		39	15	65

In Example 2, the total burnout for all linear fluorescent fixtures is 15/40, or 38%. The following is how these inspection results would be entered into the database. Since this burnout was calculated only for the linear fluorescent fixtures, the burnout will apply only to that technology.

P.13 EQUIPMENT SPECIFICATIONS

The following provides the equipment specifications for the measures eligible for incentives. All lighting measures must meet the Consumers Energy Business Energy Efficiency specifications to qualify. Temporary, non-hardwired and/or non-permanent fixtures are not eligible for retrofit. Lighting specifications are based on the Consortium for Energy Efficiency (CEE) equipment specifications (www.cee1.org). A list of qualified lamps and ballasts can be found at: <https://library.cee1.org/content/commercial-lighting-qualifying-products-lists>.

Rebranded LED lighting products do not qualify for an incentive unless the rebranded light is listed by DesignLights Consortium (DLC) or ENERGY STAR under its rebranded name. Both the manufacturer (as defined by DLC) and model number must match on the lamp/fixture, invoice, specification sheet and DLC/ENERGY STAR listing. Unless approved by DNV, using this exception form: <https://cetradeally.com/wp-content/uploads/2020/11/2020-Non-DLC-Product-Approval-Form-10152020-v2.pdf>.

P.13.1 Light-Emitting Diode (LED) Retrofits

All LED lamps must be listed as an approved product for their specific purpose by ENERGY STAR or the DesignLights Consortium (DLC) or if not approved by these two governing bodies, approved by DNV, using this exception form: <https://cetradeally.com/wp-content/uploads/2020/11/2020-Non-DLC-Product-Approval-Form-10152020-v2.pdf>. Fixture wattage as listed within the application must include any applicable ballast or other required operating device. These incentives are not available for LEDs discounted by any utility company and purchased at retail stores participating in the LED discount program. Incentives for LEDs purchased from those retailers are included in the discounted price. (Discounted LEDs are identified at point of purchase).

Interior LED Requirements:

- The new lighting fixture must either be a permanently-wired lamp retrofit or a completely new fixture.
- New fixtures must replace or retrofit existing incandescent, mercury vapor, T8 fluorescent, T5/T5HO fluorescent, T12 fluorescent, standard metal halide or high-pressure sodium fixture in interior installations.
- New product must be listed by the DesignLights Consortium or ENERGY STAR or approved by DNV, using this exception form: <https://cetradeally.com/wp-content/uploads/2020/11/2020-Non-DLC-Product-Approval-Form-10152020-v2.pdf>.
- Fixture wattage as listed within application must include any applicable driver or another operating device.

LED Screw-In Replacing HID:

- Existing HID lamps must be equal to or less than a nominal 400W lamp.
- The retrofit must be permanently wired around the existing ballast and in full compliance with the authorities having jurisdiction.
- LED lamp must be DesignLights Consortium listed or approved by DNV, using this exception form: <https://cetradeally.com/wp-content/uploads/2020/11/2020-Non-DLC-Product-Approval-Form-10152020-v2.pdf>.
- Available for both interior or exterior applications.

- New lamp or retrofit kit must receive power through existing Edison socket.

Linear LED Tube Lights:

- Linear LED tube lights (TLEDs) must be retrofitting existing interior T8 or T12 linear fluorescent lamps. Any existing T12 fixture ballast must be removed or permanently disabled.
- Linear LED tube lights must be Design Light Consortium listed for linear replacement lamps.
- New fixtures utilizing LED tube lamps do NOT qualify.

Exterior LED Requirements:

- Available for exterior applications for replacing incandescent (over 250 watts) or high-intensity discharge fixtures with LED fixtures.
- Applicable to exterior fixtures that are on a minimum of 11 hours/day.
- The new fixture or retrofit kit must be listed by DesignLights Consortium or ENERGY STAR or approved by DNV, using this exception form: <https://cetradeally.com/wp-content/uploads/2020/11/2020-Non-DLC-Product-Approval-Form-10152020-v2.pdf>.
- Linear LED tube light retrofits or new Linear LED tube fixtures do not qualify for this incentive.

Parking Garage LED Retrofit:

- Available for parking garage applications for replacing existing high-intensity discharge fixtures or incandescent (over 250 watts) with LED fixtures.
- Applicable to parking garage fixtures that are on approximately 20 hours a day.
- Linear LED tube light retrofits or new Linear LED tube fixtures do not qualify for this incentive.
- The new fixture or retrofit kit must be listed by the Design Lights Consortium.

Signage Light Retrofits

- To qualify for this incentive, the existing incandescent, metal halide, fluorescent, or neon fixture must either be replaced with a permanently wired lamp retrofit or a completely new LED fixture.
- This measure is intended for the replacement or retrofit of: interior-lit roadway/walkway signage, canopy decorative/security lighting or permanently-wired neon lighting.
- All incentivized fixtures or kits must be approved by ENERGY STAR or DesignLights Consortium, if applicable to that type of light or approved by DNV, using this exception form: <https://cetradeally.com/wp-content/uploads/2020/11/2020-Non-DLC-Product-Approval-Form-10152020-v2.pdf>. For fixture types that are not approved by either certifying body, the new fixture must feature: an efficacy of at least 80 lumens per Watt, a 50,000-hour L-70 lifespan, and a 5-year warranty.
- A fixture that is on continuously 24/7 would qualify for the continuous operation incentive.
- A fixture that does not operate continuously, but at least 10 hours per day would qualify at the commercial hour's incentive.

P.13.2 Lighting Occupancy Sensors

- All sensors must be passive infrared and/or ultrasonic detectors that control interior lighting fixtures only.
- Cannot be combined with central lighting controls.
- Magnetic ballasts are ineligible for this incentive.
- Cannot be replacing an existing, operational occupancy sensor.

P.13.3 LED Lighting for Refrigeration Cases

Incentives are for replacing fluorescent or incandescent refrigerated case lighting with LED source illumination. Fluorescent lamps, ballasts, and associated hardware are typically replaced with pre-fabricated LED light bars and LED driver units.

- New Light fixtures must be replacing either T12 or T8 lighting fixtures, or be installed in a new refrigeration device where a T8 fixture could have been installed instead
- Product must be approved by DesignLights Consortium for use as refrigeration light or approved by DNV, using this exception form: <https://cetradeally.com/wp-content/uploads/2020/11/2020-Non-DLC-Product-Approval-Form-10152020-v2.pdf>. Qualification under non-refrigeration categories by Design Lights Consortium does not qualify that product for this measure.
- Incentive is based on the lamp's length in nominal feet.

P.13.4 Occupancy Sensors for LED Refrigerator Lighting

Occupancy sensors must cover at least two doors per sensor. LED refrigerated lighting must be at least 35 lumens per watt and at least 72 CRI to be eligible for the sensor incentive. Product must have a minimum warranty of three years.

P.13.5 Permanent Lamp Removal

Available for the permanent removal of existing fluorescent lamps. Permanent lamp removal is the net reduction in the quantity of lamps after an incentive project is completed. Customers are responsible for determining whether or not to use reflectors in combination with lamp removal to maintain adequate lighting levels. Light retrofits are expected to meet the Illuminating Engineering Society of North America (IESNA) recommended light levels. Unused lamps, lamp holders, and ballasts must be permanently removed from the fixture and disposed of in accordance with local regulations. This incentive is applicable when retrofitting from T12 lamps or T8 lamps to linear LED tube lights. Removal of lamps from a fixture that is not being retrofitted with linear LED tube lights is not eligible for this measure.

P.13.6 Anti-sweat Heater Controls

Incentives are available for anti-sweat heater controls. To qualify for this incentive, a control device is installed that senses the relative humidity in the air outside of the display case and reduces or turns off the glass door (if applicable) and frame anti-sweat heaters at low-humidity

conditions. Technologies that can turn off anti-sweat heaters based on sensing condensation (on the inner glass pane) also qualify. The incentive is based on the total number of doors on the case controlled.

P.13.7 Electronically Commutated (EC) Evaporator Fan Motors

This measure is applicable to the replacement of an existing standard efficiency, shaded-pole or permanent split capacitor evaporator fan motor in refrigerated display cases or fan coil in walk-ins. The replacement must be an electronically commutated motor (ECM). ECM's installed in new walk-in or case coolers do not qualify.

P.13.8 Evaporator Fan Motor Controls

This incentive consists of the installation of controls in walk-in coolers (medium-temperature) and freezers (low-temperature).

- The controller reduces airflow of the evaporator fans when there is no refrigerant flow.
- Must control a minimum of 1/20 HP where fans operate continuously at full speed.
- Must reduce fan motor power by at least 75% during off cycle.
- Not applicable if one of the following conditions applies:
 - Compressor runs all the time with high-duty cycle
 - Evaporator fan does not run at full speed all the time
 - Evaporator fan motor runs on poly-phase power
 - Evaporator fan does not use off-cycle or time-off defrost

P.13.9 Vending Equipment Controller

Controller must include a passive infrared occupancy sensor to turn off fluorescent lights and other vending machine systems when the surrounding area is unoccupied for 15 minutes. The control logic should power up the machine at a minimum of every two hours to maintain product temperature and provide compressor protection. For refrigerated beverage machines located indoors, backlighting lamps and ballasts should be removed to obtain additional energy savings.

P.13.10 Strip Curtains

A cooler is defined as having an inside operating temperature of approximately 40 degrees Fahrenheit and the operating temperature of a freezer being approximately 0 degrees Fahrenheit

- New strip curtains or plastic swinging doors must be installed on doorways of refrigerated spaces such as walk-in coolers, freezer, or refrigerated warehouses
- Incentive is based on the square footage of the doorway that the strip curtains are being installed in
- Opening between the strip curtain and bottom of doorway must be no larger than 1 inch
- Strips must have an overlay greater than 1 inch
- This incentive is not available for replacement of existing strip curtains that have remaining useful life (not missing any strips) or purchased within the last four years.

P.13.11 Hotel Guest Room Occupancy Sensor (GREM)

- Available for sensors that control natural gas heating units for individual hotel rooms.
- Available for sensors that control heat pumps and other electric heating units for individual hotel rooms.
- Sensors controlled by a front desk system are not eligible.
- Sensors must be controlled by automatic occupancy detectors and it is recommended that during unoccupied periods the default setting for controlled units differ by at least 8 degrees from the operating set point.
- The incentive is per guest room controlled, not per sensor. For multi-room suites the incentive is available per room controlled, if a sensor is installed in each room.
- Key cards that indicate occupancy also qualify.
- Replacement or upgrades of existing occupancy-based controls are not eligible as a prescriptive incentive.
- Qualifies for retrofit applications.
- A floor plan defining the room layout and equipment being replaced must be provided with the application form.

P.13.12 Other Lighting, Electric or Refrigeration Measures

See the Consumers Energy Small Business Trade Ally Program for custom measure requirements. However, please contact the program team for specific requirements for the measure considered.

P.14 PROGRAM WARRANTIES

The Trade Ally will honor the following warranties for work performed in the Small Business Trade Ally Program:

- Two years' labor

Manufacturer's warranty on equipment installed as follows:

- Ten years - Reflectors
- Five years - Electronic ballasts
- Five years - LEDs and induction
- Three Years - Guest Room Energy Management
- One year - HVAC controls
- One year - Occupancy sensors and photocells
- One year - Refrigeration measures

P.15 DETAILED PROGRAM STEPS

A customer may choose to cancel a project at any time prior to the installation. A customer may contact the Small Business Trade Ally Program to cancel a project. A Trade Ally cannot penalize a customer in any way for canceling a project prior to installation.

Step 1 – Small Business Trade Ally Program Overview and Energy Assessment

Trade Ally shall perform no-cost energy assessments at participating customer facilities. This assessment does not in any way obligate the customer to participate in this or any other Consumers Energy program. After this assessment, Trade Ally shall thoroughly explain to the customer the changes needed to make the customer's premises more energy efficient. In addition, Trade Ally shall explain all phases of work that will be completed on the customer's premises.

Step 2 – Project Proposal and Participation Agreement

- a) Trade Ally prepares one or more versions of the participation agreement using the Small Business Trade Ally Program's Proposal Generation Software.
- b) The Small Business Trade Ally Program reviews and approves non-standard participation agreements, as appropriate. Approval is automatic if measures, savings, and costs are standard.
- c) Customer reviews the participation agreement and signs if customer wishes to proceed
 - o Customer must sign and/or initial, where applicable.
 - o Initials where required, a check mark or "X" not accepted.
 - o Customer and/or Trade Ally may not modify the participation agreement terms and conditions in any way.
- d) Trade Ally signs and submits the participation agreement to the Small Business Trade Ally Program. If funds are available, incentives are reserved at the time the completed participation agreement is received by the Small Business Trade Ally Program
 - o When submitting participation agreements, it is recommended to submit a map or audit notes, listing the locations of the proposed retrofit(s).
 - o If more than one Trade Ally submits a participation agreement for the same facility, the first signed participation agreement received by the Small Business Trade Ally Program will be considered the active project. If a customer chooses to go with a second Trade Ally, after signing a participation agreement, that customer may contact the Small Business Trade Ally Program to cancel the first participation agreement as long as the installation has not yet been started.

Step 3 – Eligibility Confirmation

The Small Business Trade Ally Program Team will verify the customer's eligibility through customer- provided bills, customer look-up tool in PGS, or eligible customer list from Consumers Energy. If eligible, the Program team will sign the agreement and provide the customer with a copy of the signed agreement.

Step 4 – Pre-installation Inspection

- a) Customer provides access to the facility.
- b) The Small Business Trade Ally Program Team may conduct a pre-installation inspection to verify existing equipment types and quantities and ensure that all proposed measures are feasible and appropriate.
- c) If significant errors or inaccuracies greater than ten percent are identified by the Small

Business Trade Ally Program team, a new agreement will need to be signed by the customer and Trade Ally.

- d) If inaccuracies less than ten percent are identified by the Inspection Team, the Trade Ally signs and submits a change order.
- e) Change Order letter is sent to the customer.
- f) Trade Allies will be required to maintain a 75% Pre-Inspection Pass rate. A monthly inspection metric report will be reviewed by the Program Team to verify inspection rates. Trade Allies that fall below this rate may be limited in the number of projects they can submit. This limit will be removed only after the next five projects pass inspection at 100%.

Step 5 – Measure Installation and Project Completion Form

- a) Trade Ally works with customer to schedule installation.
- b) Trade Ally performs the installation within 60 days of the passed pre-inspection or change order.
- c) Upon completion of the installation, Trade Ally obtains the customer's signature on the project completion form, completes the project completion form and sends to the Small Business Trade Ally Program.

Step 6 – Post-installation Inspection

- a) Customer provides access to the facility.
- b) The Small Business Trade Ally Program may conduct a post-installation inspection to verify that all measures have been correctly installed.
- c) Trade Ally resolves any discrepancies.
- d) As part of program evaluation, Consumers Energy has a measurement and evaluation contractor that inspects and monitors a sample of energy efficiency project installations. The Small Business Trade Ally Program may be evaluated by this organization.

Step 7 – Final Approval Process and Final Payment Notification

- a) The Small Business Trade Ally Program notifies the customer and Trade Ally that the project is ready for incentive payment via the payment notification form.
- b) If the post-installation inspection fails or no post-inspection is performed, Trade Ally and the customer have 14 calendar days after the date on the payment notification form to contest the project details and make corrections.
- c) If post-installation inspection passes, the project will proceed to payment with no 14-day notification period.
- d) Once the project is approved or the 14-day waiting period has passed, the Small Business Trade Ally Program will request that a check be issued to Trade Ally for the incentive. Trade Ally will receive this check within 26 calendar days from the end of the payment notification period.
- e) Trade Ally invoices the customer for the balance of the project cost, as provided on the payment notification form.

P.16 FORMS

- Trade Ally Application and Agreement
- Policies and Procedures Manual
 - Includes equipment specifications
- Participation Agreement (PA)
 - Contract between the Small Business Trade Ally Program, the customer, and the Trade Ally
 - Contains terms and conditions and required disclosure statements
 - Trade Ally and customer signature required
 - Funds are reserved once the Small Business Trade Ally Program has received completed PA
 - The program will send customer a signed copy of the PA
 - Customer and Trade Ally cannot cross out or modify any of the terms and conditions
- Pre-Inspection Form
 - Small Business Trade Ally Program use only. The Small Business Trade Ally Program reserves the right to conduct both pre- and post-inspections of all projects
- Change Order Form
 - Required if pre-inspection failed
 - Once signed and returned to the Small Business Trade Ally Program, construction may begin (unless pre-inspection passed)
- Project Completion Form
 - Signed by customer and Trade Ally at project completion and returned to Small Business Trade Ally Program
- Post-Inspection Form
 - Small Business Trade Ally Program use only. The Small Business Trade Ally Program reserves the right to conduct both pre- and post-inspections of all projects
- Notification of Payment
 - Provides detail on total incentive approved for payment and final site verification findings
 - Customer and Trade Ally have 14-day dispute period
 - Provide reason for dispute in comment section of form and return to Small Business Energy Efficiency Program within 14 days of date stamp
 - Period is waived if post-inspection passed

P.17 PROJECT STATUSES

Throughout, various statuses are identified based on where a project is in the process. The following table provides a complete list of possible statuses along with a definition of each.

Definition of Project Statuses

Proposal Initiated	Proposal has been entered but not submitted for approval.
Proposal Generated	New proposal has been entered by trade ally and submitted for approval.
Proposal Waiting for Approval	Proposal contains non-standard elements (e.g. Additional costs or custom replacements) that must be reviewed by DNV staff before the PA may be downloaded.
Proposal Approved	PA is available for download.
Proposal Accepted	Customer's eligibility has been verified and the funds reserved.
Modify Proposal	Customer's co-pay changed more than 10% due to discrepancies found at pre-inspection. Please download the modified PA and obtain customer's signature.

Change Order	A Change Order should be signed by trade ally and sent in.
Construction	Trade Ally may move forward with installation.
Construction Completed	PCF has been received.
Project Resolution	Issues were found at post-inspection.
Project Notification	Project is ready to be paid.
Payment	Payment request has been sent to Accounting.
Project Completed	Check has been mailed to Trade Ally.

P.18 PRICING

The Small Business Trade Ally Program has established “standard prices” based on market surveys and other pricing information. Trade Allies that submit standard proposals with standard prices and measures will be able to download the participation agreement immediately (no wait period). Trade Allies may adjust from standard on each project.

“Non-standard” proposals are defined as:

- Change from standard material price.
- Change from standard labor price.
- Change from standard “other” price.
- Custom measure (Trade Ally may need to provide energy savings calculations).

Adjustments are subject to Small Business Trade Ally Program staff review and approval.

P.19 PAYMENT PROCESS

When the installation has been verified as completed per the steps outlined in this manual, Trade Ally will be paid the incentive directly by the Small Business Trade Ally Program. The customer is responsible for paying Trade Ally their portion of the project cost as stated in the participation agreement. Incentives are taxable and, if greater than \$600, will be reported to the Internal Revenue Service unless Trade Ally's business is exempt or a corporation. The Small Business Trade Ally Program will report Trade Ally incentive(s) as income to Trade Ally on IRS Form 1099 unless Trade Ally has indicated corporation or exempt tax status on the Trade Ally information portion of the Trade Ally Application and Agreement. Trade Ally must provide the Business Energy Efficiency Program with its tax identification number (usually FEIN) on the Trade Ally information portion of the Trade Ally Application & Agreement.

Consumers Energy and DNV are not responsible for any taxes that may be imposed on Trade Ally's business because of Trade Ally's receipt of incentives.

P.20 CUSTOMER CO-PAY

Trade Ally shall disclose in writing to participating businesses any co-pay obligations. Trade Ally is solely responsible for collecting payments that are not covered by the Small Business Trade Ally Program from the participating business. The Small Business Trade Ally Program has no obligation to compensate Trade Ally for non-payment by the participating business. Trade Ally has the right not to perform the installation if Trade Ally has concerns about the credit-worthiness of the participating business.

Trade Ally and the participating business may also establish their own mutually agreeable payment terms if the standard payment terms of the program (full payment upon completion of work) are not satisfactory. The Trade Ally may waive the customer co-pay. The Trade Ally shall advise the customer that the co-pay exists on all Small Business Trade Ally Program forms, and that the Trade Ally is waiving this fee, if applicable.

In no case, may the Trade Ally charge the customer a co-pay that is higher than the co-pay amount specified in the payment notification form for services specified on that form. Under no circumstances should a customer's co-payment be collected prior to the completion of the post-inspection and/or resolution of any discrepancies found by the Small Business Energy Efficiency Team.

P.21 FIELD INSPECTION REVIEWS

Every six months, in January and July, a field inspection review takes place. All pre and post inspections that are performed between January - June and July - December are summed and recorded on the *Semi-Annual Field Inspection Documentation Review* form. All inspection information is inputted into a back-up document to support the review form. The back-up document contains the project number, project name, and date inspection was completed or waived.

The Consumers Energy Program Manager reviews the documents and selects a percentage of files to review based on the total number of inspections performed. Once completed, the CE PM fills out the form according to their findings and signs the form. The Implementation Contractor program manager also signs the form and returns to the CE PM. Upon completion, the forms are supplied to the CE PM, IC PM, and CE QA manager.

P.22 SATISFACTION

The Small Business Trade Ally Program Team strives to ensure a high level of satisfaction with all aspects of the Small Business Trade Ally Program. However, if any problems or concerns should arise, we encourage you to contact Small Business Trade Ally Program Hotline at 877-607-0737. If the staff cannot resolve any concern or dispute to your satisfaction, they will consult the Small Business Trade Ally Program manager for a resolution. If the issue cannot be resolved, the Small Business Trade Ally Program will contact the Consumers Energy Program Manager for assistance. Finally, participants may contact the Michigan Public Service Commission, Energy Division, if unable to

resolve the issue via the aforementioned means.

P.23 TAX IMPLICATIONS

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

P.24 DISCLAIMER

The Small Business Trade Ally Program and/or Consumers Energy has no obligations regarding and do not guarantee the energy savings and does not make any warranties associated with the measures eligible for incentives under this program. Consumers Energy has no obligations regarding and does not endorse or guarantee any claims, promises, work, or equipment made, performed, or furnished by any Trade Allies or equipment vendors that sell or install any energy efficiency measures.

P.25 INCENTIVES

The Small Business Trade Ally Program has limited funding and incentives will be paid until allocated funds are depleted. If funds are available, incentives will be reserved once a completed participation agreement has been received by the Small Business Trade Ally Program Team. This program may be modified or terminated without notice.

P.26 PROPRIETARY OR CONFIDENTIAL INFORMATION OR DATA

During performing services in this program, parties may gain knowledge of information or data of a proprietary or confidential nature belonging to Consumers Energy, DNV, or the customers served by the Small Business Trade Ally Program. All parties acknowledge and agree to neither divulge nor disclose any such information to any third party (or parties) without the express written consent of DNV, Consumers Energy, and the Trade Ally, nor to allow such information to be divulged or disclosed.

The Trade Ally agrees not to use the names, identifying characteristics, logo, service mark or trademark of Consumers Energy, DNV and/or the Small Business Trade Ally Program for published project reports, advertising, sales promotion or other publicity without the written approval from Consumers Energy and/or DNV.

P.27 LIABILITY

Trade Ally shall defend, indemnify and hold DNV and Consumers Energy, its officers and directors, employees harmless from and against any and all claims, demands, causes of action, suits and other litigation and related damages, losses and expenses, violation of any

laws, or failure to maintain any licenses or permits, including but not limited to attorney's fees arising out of or resulting from the services performed or failed to be performed by Trade Ally or anyone for whose acts Trade Ally may be liable.

Trade Ally shall reimburse DNV and/or Consumers Energy for all expenses, including but not limited to attorney's fees, paid or otherwise incurred to in interest, of and from any and all debts, demands, actions, causes of action, suits, accounts, covenants enforce the provisions of this paragraph if either Trade Ally's or Trade Ally's insurer refuses to so defend, indemnify or hold DNV and/or Consumers Energy harmless as provided above. Trade Ally hereby unconditionally and irrevocably releases and forever discharges, to the fullest extent permitted by applicable law, DNV and Consumers Energy, its officers, directors, employees, agents, representatives, assigns, affiliates, parents, subsidiaries, and successors, contracts, agreements, damages, and any and all claims, demands, and liabilities arising in relation to the Trade Ally Application and Agreement or the work of Trade Ally hereunder.

P.28 DEFINITIONS

BEF: Ballast Efficacy Factor

Btuh: British Thermal Units per hour

CEE: Consortium of Energy Efficiency

COP: Coefficient of Performance

Customer: The customer is the utility customer-of-record who pays the bills for the principal account (the account with the largest kWh or Mcf use) that is affected by the project. The primary criterion for determining the customer is the account name.

Customer: Consumers Energy business customer with annual energy use of 750,000kWh or less.

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

IPLV: Integrated Part Load Value

LED: Light-emitting Diode

Incentive: The incentive is the amount to be paid to the Trade Ally once the final project documentation has been approved.

MLPW: Mean Lumens per Watt

PTAC: Package Terminal Air Conditioner

Program Year: The program year starts January 1, 2021 and ends December 31, 2021.

THD: Total Harmonic Distortion

P.29 CONTACT INFORMATION

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