

Appliance Rebate Program: Terms & Conditions

1. Program Overview

- 1.1. Peninsula Clean Energy's mission is to reduce greenhouse gas emissions by expanding access to sustainable and affordable energy solutions in its member communities, which includes all of San Mateo County and the City of Los Banos. Peninsula Clean Energy's Appliance Rebate Program aims to make it easier for member communities' residents to replace methane gas appliances in the home with clean electric appliances.
- 1.2. In San Mateo County, Peninsula Clean Energy's Appliance Rebate Program is integrated with the [BayREN Home+](#) program which offers rebates for energy efficiency and electrification upgrades to residents of the Bay Area's nine counties. This allows customers who work with BayREN contractors to apply for rebates from both agencies through a single application process (BayREN's). In the City of Los Banos, residents must apply directly through Peninsula Clean Energy. San Mateo County residents may apply for rebates directly through Peninsula Clean Energy only if they are not working with a BayREN contractor or if their project is not eligible for BayREN rebates. If residents are working with a BayREN contractor and their project is eligible for BayREN rebates, the single application must be submitted through BayREN. Please see further details in Section 5.
- 1.3. Peninsula Clean Energy offers rebates for two types of energy upgrades: heat pump water heater (HPWH) and heat pump heating ventilation and air conditioning (HP HVAC). Additional bonus rebates are available for residents who meet the eligibility requirements. See section 2.2 for details.
- 1.4. The Appliance Rebate Program was launched on January 1, 2021 offering rebates for HPWH upgrades only. These terms and conditions were updated on and are applicable as of October 1, 2023.

2. Rebate Levels and Limits

- 2.1. The rebate amounts are described below. Note that these include only Peninsula Clean Energy's rebates. Other organizations, such as BayREN, offer additional rebates which are not listed here but can be combined with Peninsula Clean Energy's rebates.

Upgrade	PCE Rebate	Limit(s)
HPWH replacing a gas water heater	\$2,000	One rebate per water heater replaced. Limited to two HPWH rebates per electric account.
HPWH replacing an electric resistance water heater	\$500	
HP HVAC replacing a gas heater/furnace	\$2,500	One rebate per heat pump condensing unit (or packaged unit) installed. Limited to two HP HVAC rebates per electric account.
Additional Bonus Rebates		
Electrical panel upgrade	\$1,000	One per electric account.
CARE/FERA Customer	\$1,000	One per HPWH and HP HVAC rebate. Maximum \$4,000 per electric account.

- 2.2. Bonus rebates are not standalone rebates and cannot be applied for on their own. Bonus rebates can only be applied for at the same time as the HPWH and/or HP HVAC application submittal.
- 2.3. Rebates are available on a first-come, first-served basis based on the application submittal date while funds last.
- 2.4. Above rebate amounts are available to eligible upgrades installed on or after October 1, 2023.
- 2.5. Total combined rebates (e.g. Peninsula Clean Energy + BayREN) are not to exceed the total upgrade's cost. Rebates are up to 100% of each upgrade's installed cost (equipment + labor) or maximum rebate amount, whichever is less.
- 2.6. Peninsula Clean Energy reserves the right to change the rebate levels described above at its sole discretion and will provide advance notice on its website if levels are to be changed.

3. Customer Eligibility

- 3.1. San Mateo County or Los Banos resident
- 3.2. Owner of the residence where the upgrades are installed

4. Upgrades' Eligibility

- 4.1. Heat pump water heater (HPWH)
 - 4.1.1. For the \$500 rebate, must replace an electric resistance tank or tankless water heater. HPWH to HPWH replacements are not eligible. For \$2,000 rebate, must replace a gas, propane, or oil tank or tankless water heater. New construction projects do not qualify.
 - 4.1.2. Proof of old water heater decommissioning is required. This can include a before and after photo demonstrating removal of the old equipment or photo of the capped fuel line at location where decommissioned equipment was or is.
 - 4.1.3. All electric heat pump water heaters qualify, regardless of amperage, voltage, configuration (unitary or split), efficiency rating, or tank size.
 - 4.1.4. One rebate per water heater replaced. Limited to two HPWH rebates per electric account.
- 4.2. Heat pump heating ventilation and air conditioning (HP HVAC)
 - 4.2.1. Must replace a gas, propane, oil, or wood stove heater/furnace. Electric heaters replacements, fireplaces, and new construction projects do not qualify.
 - 4.2.2. Proof of old heater/furnace decommissioning is required. This can include a before and after photo demonstrating removal of the old equipment or photo of the capped fuel line at location where decommissioned equipment was or is.
 - 4.2.3. All fully-electric HP HVAC systems qualify, regardless of types and configuration (packaged/split, ducted/ductless, single/multi-zoned), amperage, tonnage, or efficiency rating. Dual-fuel systems with gas heat as backup do not qualify.
 - 4.2.4. One rebate per heat pump condensing unit (or packaged unit) installed. Limited to two HP HVAC rebates per electric account.
- 4.3. Combined systems
 - 4.3.1. Systems that provide both space and water heating are eligible for one rebate each (one HPWH and one HP HVAC rebate).
 - 4.3.2. System must include a heat pump component.
 - 4.3.3. Same eligibility criteria for HPWH and HP HVAC, as stated in sections 4.1 and 4.2, applies.

4.4. Electrical panel upgrades

- 4.4.1. Main electrical panel upgrades and electrical subpanel upgrades or additions qualify. This includes installing a new panel with the same amperage or increasing the electrical service to the residence and installing a new panel with increased amperage.
- 4.4.2. Electrical work not involving a main panel or subpanel upgrade/addition, such as running a new circuit from the existing panel, do not qualify for the rebate.
- 4.4.3. The property's main electrical panel amperage must be 200 amps or less after the upgrade to qualify for the rebate.
- 4.4.4. The electrical panel upgrade must take place within 6 months of the HPWH or HP HVAC installation to qualify. This rebate is a bonus rebate, not a standalone rebate, and therefore cannot be applied for on its own. The rebate is applied for at the same time as a HPWH and/or HP HVAC application.
- 4.4.5. Limited to one panel upgrade rebate per electric account.

5. Required Documentation

- 5.1. Itemized contractor invoice
 - 5.1.1. Must show total installed cost of each upgrade separately.
 - 5.1.2. If project is self-installed by customer, receipts for the equipment and any materials used in the installation may be submitted instead.
- 5.2. Photos of installed upgrades
 - 5.2.1. Photo of installed water heater.
 - 5.2.2. Photo of installed HP HVAC, one of outdoor unit and one of indoor unit preferred.
 - 5.2.3. Photo of the inside of new panel installed, if panel was upgraded.
- 5.3. Photo proof of previous equipment decommissioning, either:
 - 5.3.1. Photo of capped gas line, or
 - 5.3.2. Before and after photos of old equipment demonstrating its removal.
- 5.4. Copy of city permit for each upgrade
 - 5.4.1. Permit must show name of upgrades that took place.
 - 5.4.2. If permit is for a large remodel and does not specifically state the HPWH, HP HVAC, or electrical, additional city permit documentation is needed to provide these upgrades were part of the work completed.

6. Rebate Application Process

- 6.1. The rebate application process is post-installation of the upgrades.
- 6.2. There are two methods of application: a single integrated application with the BayREN Home+ program if you are working with a BayREN contractor and your upgrade qualifies for BayREN rebates; and an application directly to Peninsula Clean Energy if you are not working with a BayREN contractor and/or your upgrade does not qualify for BayREN rebates. Refer to each respective section below for details.
- 6.3. Integrated application with BayREN Home+ program
 - 6.3.1. After installation, your BayREN contractor will complete and request your signature on a few rebate forms, including a Peninsula Clean Energy rebate form.
 - 6.3.2. Your contractor will then submit the application for you through the BayREN Home+ contractor portal. Only one application is needed to receive all applicable rebates.
 - 6.3.3. The BayREN Home+ program administrator will review and process the application. Once approved, the application will be forwarded to Peninsula Clean Energy.

- 6.3.4. Peninsula Clean Energy will review your application and notify you when it has been approved.
- 6.3.5. Rebate checks from BayREN and Peninsula Clean Energy will be sent separately. Rebate checks will go to whoever was identified as the rebate payee in the BayREN invoice form.
 - 6.3.5.1. Rebate payee can be the customer or contractor. If it is the contractor, the contractor is required to pass down the entire rebate amount to the customer. Note that for projects also participating in Peninsula Clean Energy's Zero Percent Loan program, the rebate payee must be the contractor.
- 6.4. Peninsula Clean Energy direct application form
 - 6.4.1. After installation, submit your application through Peninsula Clean Energy's [Appliance Rebate application form](#).
 - 6.4.1.1. PLEASE DO NOT SUBMIT THIS FORM IF YOU ARE WORKING WITH A BAYREN CONTRACTOR AND YOUR UPGRADE IS ELIGIBLE FOR THE BAYREN REBATE.
 - 6.4.1.2. You may submit the application yourself or have the contractor submit the application on your behalf. For projects participating in Peninsula Clean Energy's Zero Percent Loan Program, your contractor must submit this form on your behalf.
 - 6.4.2. Peninsula Clean Energy will review your application and notify you when it has been approved.
 - 6.4.3. The rebate check will be sent to the customer at the mailing address provided in the application, unless the contractor was identified as the rebate payee.
 - 6.4.3.1. If the rebate payee is the contractor, the contractor is required to pass down the entire rebate amount to the customer. Note that for projects also participating in Peninsula Clean Energy's Zero Percent Loan program, the rebate payee must be the contractor.

7. General Terms & Conditions

- 7.1. Applicant agrees to comply with all permitting and inspection rules and regulations set forth by their local jurisdiction authority.
- 7.2. Applicant and all entities named in the Application will cooperate in good faith with Peninsula Clean Energy or its subcontractors in performing evaluation, measurement and verification (EM&V) of the Program. Information accessed for EM&V may include, but is not limited to, onsite verification of project operation, program compliance, and project records. All information collected will be held confidentially and will be used by Peninsula Clean Energy or its subcontractors for program analysis purposes only. Applicant shall cooperate to provide access to the project at reasonable times, for a period of up to one (1) year from the date of receipt of the rebate award under this Program.
- 7.3. DEMAND RESPONSE and LOAD SHAPING PROGRAMS: Applicant agrees that Peninsula Clean Energy may, at its discretion, enroll all equipment that receives a rebate award under the Program in any future demand response, grid optimization, and/ or load shaping programs implemented by Peninsula Clean Energy. If in-person activities are needed to enroll customer into future program(s), Applicant shall cooperate to provide access to the equipment at reasonable times, for a period of up to three (3) years from the date of receipt of the rebate award under this Program. Future load shaping program will, by design, not incur any additional costs or expenses to the Applicant. The load shaping program will aim to curtail energy usage for equipment during a predefined period established by Peninsula Clean Energy while ensuring equipment services (heating, etc.) with little or no discernable impact to residents. Applicant will be provided an appropriate mechanism to opt-out before any future program is implemented.

- 7.4. **CONFIDENTIALITY.** Peninsula Clean Energy and its subcontractors are committed to the confidentiality of Applicant's personal information. Peninsula Clean Energy shall not sell or otherwise distribute Applicant's name or identifying information without Applicant's written approval. Peninsula Clean Energy, may, however, use Applicant's contact information to communicate with the Applicant about applicable Peninsula Clean Energy programs and discounts.
- 7.5. **NO WARRANTY.** PENINSULA CLEAN ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, AND ASSUMES NO LIABILITY WITH RESPECT TO THE QUALITY, SAFETY, PERFORMANCE, OR ANY OTHER ASPECT OF THE EQUIPMENT PURCHASED AND INSTALLED WITH A REBATE AWARD PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party.
- 7.6. **INDEMNIFICATION; LIMITATION OF LIABILITY.** APPLICANT AGREES TO INDEMNIFY PENINSULA CLEAN ENERGY AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY VEHICLES PURCHASED AS A RESULT OF THE PROGRAM. PENINSULA CLEAN ENERGY SHALL NOT BE LIABLE TO APPLICANT FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
- 7.7. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of law rules.
- 7.8. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in San Mateo County by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction.
- 7.9. Peninsula Clean Energy may assign its rights and delegate its duties under this Agreement to any third party at any time without Applicant's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance.