

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 Participating 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 Participating Contractor. If residents are working with a BayREN Participating Contractor, 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 are applicable as of October 1, 2022.

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	\$3,000	One rebate per water heater replaced. Limited to two water heater rebates per electric account.
HPWH replacing an electric resistance water heater	\$500	
HP HVAC replacing a gas heater/furnace	\$3,500	One rebate per condensing unit (or packaged unit). Maximum rebate of up to \$7,000 per electric account (excluding bonus rebates listed below).
Additional Bonus Rebates		
Electrical panel upgrade	\$1,500	One per electric account.
Time limited bonus for installations completed by March 31, 2023	\$500	One per HPWH and HP HVAC rebate. Maximum \$2,000 per electric account.
CARE/FERA Customer	\$1,000	One per HPWH and HP HVAC rebate. Maximum \$4,000 per electric account.

- 2.2. Rebates are available on a first-come, first-served basis based on the application submittal date while funds last.
- 2.3. Above rebate amounts are available to eligible upgrades installed on or after October 1, 2022. HPWH upgrades installed after January 1, 2021 but before October 1, 2022, are eligible for the old rebate levels of \$1,000 per HPWH.
- 2.4. 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.
- 2.5. 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. Must replace existing electric resistance water heater, gas tank water heater, or gas tankless water heater. For gas replacements, proof of gas water heater decommissioning is required. This can include removal of the old gas equipment, capping the gas line at location where gas equipment was or is, or removal of gas meter from home.
 - 4.1.2. All electric heat pump water heaters, regardless of amperage, voltage, configuration (unitary or split) or tank size qualify.
 - 4.1.3. One rebate per water heater replaced. Limited to two water heater rebates per electric account.
- 4.2. Heat pump heating ventilation and air conditioning (HP HVAC)
 - 4.2.1. Must replace a gas heater/furnace. Proof of gas heater/furnace decommissioning is required. This can include removal of the old gas equipment, capping the gas line at location where gas equipment was or is, or removal of gas meter from home.
 - 4.2.2. All electric HP HVAC system types allowed: packaged, split, mini/multi-split.
 - 4.2.3. Limited to one rebate per condensing unit (or packaged unit). Maximum rebate of up to \$7,000 per electric account (excluding bonus rebates).
- 4.3. Combined systems
 - 4.3.1. Systems that provide both space and water heating are eligible for one rebate each (both one HPWH and one HP HVAC rebate).
 - 4.3.2. System must include a heat pump component.
 - 4.3.3. Must replace a gas heater/furnace and gas water heater. Proof of gas heater/furnace and gas water heater decommissioning is required. This can include removal of the old gas equipment, capping the gas line at location where gas equipment was or is, or removal of gas meter from home.
- 4.4. Electric panel upgrades
 - 4.4.1. Panel upgrade rebates are only eligible if performed in conjunction with a HPWH and/or HP HVAC installation. Panel upgrade rebates are not available as a standalone rebate.
 - 4.4.2. Main panel upgrades or subpanel upgrades or additions are eligible. A main panel upgrade cannot exceed 200 amps to be eligible for the rebate.
 - 4.4.3. One panel upgrade rebate per electric account.

5. Rebate Application Process

- 5.1. The rebate application process is post-installation of the upgrades. The application process varies according to whether or not you are working with a BayREN contractor. Refer to each respective section below for details.
- 5.2. If you are working with a BayREN Participating Contractor
 - 5.2.1. After installation, your BayREN Participating Contractor will complete and request your signature on a number of rebate forms, including Peninsula Clean Energy's customer participation agreement.
 - 5.2.2. 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.
 - 5.2.3. The BayREN Home+ program administrator will review and process the application. Once approved, the application will be forwarded to Peninsula Clean Energy for rebate payment.
 - 5.2.4. Rebate checks from BayREN and Peninsula Clean Energy will be sent separately. Rebate checks will go to whoever was identified as the Payee in the BayREN Invoice form.
 - 5.2.4.1. Payee can be the customer or contractor. Note that for projects also participating in Peninsula Clean Energy's Zero Percent Loan program, the rebate payee must be the contractor.
- 5.3. If you are not working with a BayREN Participating Contractor
 - 5.3.1. After installation, submit your application through Peninsula Clean Energy's [Appliance Rebate application form](#). DO NOT SUBMIT THIS FORM IF YOU ARE WORKING WITH A BAYREN PARTICIPATING CONTRACTOR.
 - 5.3.1.1. For projects participating in Peninsula Clean Energy's Zero Percent Loan Program, your contractor must submit this form on your behalf.
 - 5.3.2. Peninsula Clean Energy will review your application and notify you when it has been approved.
 - 5.3.3. The rebate check will be sent to the mailing address listed in your application (unless it is also a Zero Percent Loan Project in which case the rebate will go directly to your contractor).

6. General Terms & Conditions

- 6.1. Applicant agrees to comply with all permitting and inspection rules and regulations set forth by their local jurisdiction authority.
- 6.2. 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.
- 6.3. 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.

- 6.4. 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.
- 6.5. 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.
- 6.6. MISCELLANEOUS. This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of law rules.
- 6.7. 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.
- 6.8. 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.