

# Multifamily Energy Efficiency Program

Procedures Manual

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# Table of Contents

Program Overview ..... 1

    Purpose ..... 1

    Eligibility ..... 1

Program Offerings..... 2

    Measures..... 2

    Steps to Participate..... 3

Inspections, Measurement and Verification ..... 4

Program Staff Contact Information ..... 5

Energy Efficiency Program Terms and Conditions..... 6

Other Resources..... 7

Review/Revision History ..... 8

# Multifamily Energy Efficiency Program Procedures Manual

## Program Overview

The Idaho Power energy efficiency program is funded through the energy efficiency rider funding collected monthly from Idaho Power customers, as approved by the Idaho Public Utilities Commission (IPUC) and the Public Utility Commission of Oregon (OPUC). The money collected through this charge is used to develop and operate energy efficiency programs to help reduce the demand for electricity within the company's service area.

The Multifamily Energy Efficiency Program is an incentive program designed to help reduce the costs of installing energy-efficient features in existing and new construction multifamily dwellings with five units or more per building. The program provides incentives for a variety of measures designed to reduce electricity use for residents and lower operating costs for building owners and managers.

Energy efficiency helps customers use energy wisely. It helps Idaho Power provide reliable, responsible, affordable energy, and defers or delays the need to build new generation sources.

## Purpose

The purpose of this document is to convey the program rules, procedures and Terms and Conditions that govern the Multifamily Energy Efficiency Program, its administration and customer participation. It is a reference document for the Multifamily Energy Efficiency Program.

The following sections provide more information on the specific measures and program details related to the incentive offerings. All Multifamily Energy Efficiency Program information can be found at [idahopower.com/business](http://idahopower.com/business).

## Eligibility

The Multifamily Energy Efficiency Program applies to all multifamily dwellings with five or more attached individual living units per building. Multifamily dwellings with four or fewer attached individual living units per building do not qualify for this program, but may qualify for Idaho Power's residential offerings. Visit [idahopower.com/save](http://idahopower.com/save) to learn more.

Customers cannot apply for, nor receive incentives for, the same product, equipment or service from more than one program offering. Used equipment is not eligible for an incentive.

Customers are required to comply with the *Practices and Requirements for Harmonic Control in Electric Power Systems* as set forth in the current Institute of Electrical and Electronic Engineers (IEEE) Standard 519. The values indicated by IEEE Standard 519 apply at the point where the company's equipment interfaces with the customer's equipment.

Customers are responsible for ensuring their energy efficiency project complies with all federal, state, and local safety, building and environmental rules, codes and regulations. Customers are responsible for ensuring the work is performed by properly licensed companies/personnel.

Details of the Multifamily Energy Efficiency Program, including incentive levels, are subject to change without prior notice at Idaho Power's sole discretion.

## Program Offerings

The following information is a high-level overview of the Multifamily Energy Efficiency Program offerings. The Multifamily Energy Efficiency Program provides incentives for new construction, major renovations, retrofits, and equipment upgrades and improvements for multifamily dwelling units and common spaces associated with those dwelling units.

New construction projects include new buildings, major renovations, additions or expansions and change-of-space type projects. Projects typically involve design services, and/or review by code authorities. Energy savings are based on the current International Energy Conservation code as the baseline and pay incentives on specific offerings that save energy beyond code.

Retrofit projects include energy efficiency equipment upgrades and improvements.

## Measures

Prescriptive incentives are available for energy efficiency equipment upgrades and improvements in dwelling units, including the following:

- Ductless mini-split heat pumps
- Air-source heat pumps
- Packaged terminal heat pumps
- ENERGY STAR® continuous exhaust fans
- ENERGY STAR most-efficient manual exhaust fans
- Reflective roof treatment
- Efficient windows for electric-heated units (low-rise buildings only)
- Low-e storm windows
- Smart thermostats

Additional measures for the commercial common areas are also available.

More specific program information can be found at [idahopower.com/multifamily](http://idahopower.com/multifamily).

## Steps to Participate

A preliminary application is required to be submitted on all projects before project completion. The final application must be submitted within 90 days after project completion. Additional requirements can be found at [idahopower.com/multifamily](http://idahopower.com/multifamily).

To ensure prompt processing of your incentive payment, complete the following steps.

### When Considering a Project

1. Submit a preliminary application.
  - A preliminary application is required before project completion. This process is easy and can be done before you know all the project details.
    - a) Download the Multifamily Application.
    - b) Complete the preliminary application tab, save a copy on your computer, and email it in Excel format to [multifamily@idahopower.com](mailto:multifamily@idahopower.com).
2. Share qualifying specifications with your design team. This is another critical step. If the architects, engineers and contractors know the details of what qualifies for an incentive, the proper equipment can be specified and installed. Find details in the [Program Overview](#).
3. If you have an architect or engineer working on the project, consider including them on the application process early.
  - 3.1. Their knowledge of the project and their assistance can help streamline the process. They may also be eligible for a Professional Assistance incentive paid directly to them for their help.

### Upon Project Completion

1. Complete and sign the final application form within 90 days of project completion.
  - Send application questions to [multifamily@idahopower.com](mailto:multifamily@idahopower.com). An architect or engineer working on the project may be able to assist you on the final application and required supporting documentation. They may also be eligible for a Professional Assistance incentive paid directly to them for their help. Find details in the [Program Overview](#).
2. Provide equipment specifications or other energy performance details by email for each item you are applying for an incentive on.
  - 2.1. Attach proof of performance (product cut sheets or other documentation) to show the product(s) installed meet the requirements for an incentive payment.
  - 2.2. Comcheck™ is required to show you met the building code's lighting power density for new construction and major renovation in the common areas commercial space

types you are applying for. COMcheck is typically required to receive a permit for new construction and major renovations.

- 2.3. A lighting tool and separate application will be required for existing common area commercial space types for lighting upgrades. Visit [idahopower.com/retrofits](http://idahopower.com/retrofits) for more information.
3. Attach billing invoices or proof of payment for each item you are applying for an incentive on.
  - 3.1. Proof of payment can be a purchase order, billing invoice or any other document that shows the quantity of goods purchased and that the amount due has been paid.

**Note:** Projects may be selected for onsite inspection prior to project payment.

### Professional Design Assistance

An incentive is available for the third-party architect or engineer that supports the participant with the technical aspects of the project and required supporting documentation necessary to complete the incentive process.

### *Third-Party Payment Process*

Third-party payments are possible at Idaho Power's sole discretion. If the incentive check is to be made payable to a third party, the customer must indicate consent with signature on the final application. In addition, the required Payment Information must be provided on the application, including legal company name with tax identification number. While the customer understands that they will not receive the incentive check, the customer is still bound by the requirements of the program. Idaho Power reserves the right to deny third-party payment on any given project and/or issue a joint check.

### Inspections, Measurement and Verification

Idaho Power reserves the right to inspect all projects submitted for approval to the Multifamily Energy Efficiency Program. The Idaho Power program team reserves the right to inspect all projects to verify compliance with the program rules and verify the accuracy of project documentation. The inspections may include pre-approval inspections, construction inspections or post inspections. The inspections may include data collection and interviews deemed necessary to ensure compliance with program rules and verify energy savings. This work may be accomplished by Idaho Power or one of its contractors.

The customer must allow access to records and installation sites for a period of three years after receipt of incentive payment. See terms and conditions.

## Program Staff Contact Information

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## Energy Efficiency Program Terms and Conditions

**Tax Liability**—Idaho Power Company (Idaho Power) is not responsible for any taxes that may be imposed due to incentive payments. Incentive payments made directly to any entity (Entity) shall result in a) Entity shall be responsible for any tax liability imposed because of such incentive payment(s); b) taxpayer identification numbers are required from each Entity; and c) incentive payments greater than \$600 shall be reported to the United States Internal Revenue Service.

**No Endorsement**—Idaho Power does not endorse any manufacturer, product, system design, contractor or design professional in promoting the Multifamily Energy Efficiency Program (Program). Measures on the Pre-Approval Application are not necessarily appropriate for installation in every building.

**Safety and Building Codes**—Customer represents that the project(s) for which Customer has applied to receive an incentive payment(s) under the Program (each, a Project) complies with all applicable laws, including without limitation, federal, state and local safety; building and environmental rules; ordinances; codes; regulations and accepted industry standards. All products/ equipment must be Underwriters Laboratories, Inc. (UL)-listed (or equivalent) and installed per manufacturer's instructions.

**Appropriate Waste Disposal**—Customer represents and agrees that all wastes generated because of their Project(s) are solely the responsibility of the Customer. Customer further agrees that any waste generated as part of their Project(s) will be managed, transported, recycled and/or disposed of in compliance with all applicable federal, state or local laws and rules. Idaho Power does not endorse any waste management, transportation, disposal or recycling options, and Idaho Power will not provide any third-party payments to waste transporters, disposal facilities or recycling facilities under these Commercial and Energy Efficiency Program Terms and Conditions (Terms and Conditions), or the Program. The Customer should contact the appropriate state Department of Environmental Quality and/or the United States Environmental Protection Agency regarding any questions on proper disposal to ensure understanding and compliance.

**Disclaimer of Liability and Warranties**—IDAHO POWER NEITHER EXPRESSLY NOR IMPLICITLY WARRANTS THE PERFORMANCE OF INSTALLED OR UNINSTALLED EQUIPMENT, OR ANY PART OF THE PROGRAM. CUSTOMER UNDERSTANDS THAT, WHILE IDAHO POWER MAY PROVIDE AN INCENTIVE PAYMENT TO ENCOURAGE ENERGY EFFICIENCY, IDAHO POWER IS NOT LIABLE OR RESPONSIBLE FOR THE PROPER COMPLETION OF ANY WORK PERFORMED; THE PROPER PERFORMANCE OF ANY EQUIPMENT PURCHASED, PROVIDED, OR TESTED OR ANY OTHER ASPECT OF THE PROGRAM. IDAHO POWER IS NOT RESPONSIBLE IN ANY WAY FOR THE EFFECTIVENESS OR TECHNICAL PERFORMANCE OF ANY PROJECT UNDER THE PROGRAM. IDAHO POWER MAKES NO WARRANTIES WHATSOEVER THAT THE CUSTOMER WILL REALIZE ANY ENERGY SAVINGS AS A RESULT OF THE PROGRAM. CUSTOMER SHALL CONTACT ITS CONTRACTOR FOR DETAILS REGARDING EQUIPMENT WARRANTIES. IN NO EVENT SHALL IDAHO POWER BE RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE OR KIND, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY INDEMNITY PROVISION OR OTHERWISE RELATED TO THE PROGRAM.

**Indemnity**—Customer will indemnify, defend, reimburse and hold harmless Idaho Power from, for, and against any claims, allegations, demands, damages, liens, losses, expenses, suits, actions, proceedings, judgments, liabilities and costs of any kind whatsoever (including attorneys' fees and expert witness fees and expenses) from third parties (collectively, Claims) arising out of, or relating to, work performed by any contractor or subcontractor at any tier on behalf of the Customer, the Program, or any breach by Customer of these Terms and Conditions, provided the Claims are not the result of bodily injury to persons or damage to property caused exclusively by the sole negligence of Idaho Power.

**Waiver**—Waivers of any right, privilege, claim, obligation, condition or default shall be in writing and signed by the waiving party. No waiver of either Idaho Power or Customer of any breach of these Terms and Conditions shall be a waiver of any preceding or succeeding breach, and no waiver by either Idaho



Power or Customer of any right under these Terms and Conditions shall be construed as a waiver of any right.

**Survival**—Any obligation in these Terms and Conditions, or under the Program, which may involve performance subsequent to termination of Customer’s participation in the Program, or which cannot be ascertained or fully performed until after termination of Customer’s participation in the Program, including without limitation, indemnification, waiver and disclaimer of liability and warranties, shall survive.

**Termination**—Idaho Power reserves the right to revise, postpone, terminate or cancel Customer’s participation in the Program for any reason without prior notice to Customer and without any payment. In the event of cancelation, suspension or termination, Idaho Power shall not be required to 1) pay Customer any incentive, 2) perform any other obligations.

**Modifications**—Idaho Power reserves the right, at its sole discretion, to modify or amend this Agreement by giving notice (which may take place in any form) to Customer. No course of dealing between or among any persons having an interest in the Program or these Terms and Conditions shall be deemed to change any part of the Terms and Conditions or any rights or obligations hereunder or under the Program.

**Miscellaneous**—Nothing in these Terms and Conditions, nor Customer’s participation in the Program, shall create any employment or agency relationship between Customer and Idaho Power, and nothing related to the Program shall be construed or interpreted to place any obligation on Idaho Power to pay Customer any amounts as a result of Customer’s participation in or expressly referenced in the Program. Neither party shall be deemed an agent, partner, joint venture or employee of the other party. Customer will comply with all federal, state and local laws in the performance of this Agreement. Enforcement and interpretation of this Agreement shall be in accordance with the laws of the State of Idaho, notwithstanding its choice of law provisions. Venue shall be in Ada County, Idaho.

## Other Resources

American Institutes of Architects: [aiaidaho.com](http://aiaidaho.com)

American Council for an Energy Efficient Economy: [aceee.org](http://aceee.org)

ASHRAE: [ashrae.org](http://ashrae.org)

Better Bricks: [betterbricks.com](http://betterbricks.com)

Building Commissioning Association: [bcxa.org](http://bcxa.org)

Building Energy Codes: [energycodes.gov/adoption/states/idaho](http://energycodes.gov/adoption/states/idaho)

Building Owners and Managers Association: [boma.org](http://boma.org)

Compressed Air Challenge: [compressedairchallenge.org](http://compressedairchallenge.org)

Consortium for Energy Efficiency (CEE): [cee1.org](http://cee1.org)

ENERGY STAR: [energystar.gov](http://energystar.gov)

Engineering Toolbox: [engineeringtoolbox.com](http://engineeringtoolbox.com)

Idaho Department of Environmental Quality: [deq.idaho.gov](http://deq.idaho.gov)

Idaho Division of Building Safety: [dbs.idaho.gov](http://dbs.idaho.gov)

Idaho Office of Energy and Mineral Resources: [energy.idaho.gov](http://energy.idaho.gov)

Integrated Design Lab: [idlboise.com](http://idlboise.com)

Lighting Design Lab: [lightingdesignlab.com](http://lightingdesignlab.com)

Northwest Water & Energy Education Institute: [nweei.org](http://nweei.org)

Northwest Energy Efficiency Alliance: [neea.org](http://neea.org)

NXT Level Lighting Training: [nxtleveltraining.com](http://nxtleveltraining.com)

Office of Energy Efficiency & Renewable Energy: [eere.energy.gov](http://eere.energy.gov)

Oregon Department of Energy: [oregon.gov/energy/Pages/index.aspx](http://oregon.gov/energy/Pages/index.aspx)

Oregon Department of Environmental Quality: [oregon.gov/deq/pages/index.aspx](http://oregon.gov/deq/pages/index.aspx)

Regional Technical Forum: [nwcouncil.org/energy/rtf/Default.htm](http://nwcouncil.org/energy/rtf/Default.htm)

US Green Building Council: [usgbc.org](http://usgbc.org)

## Review/Revision History

This document has been approved and revised according to the revision history recorded below.

Review Date	Revisions
11/01/2023	Document was implemented.