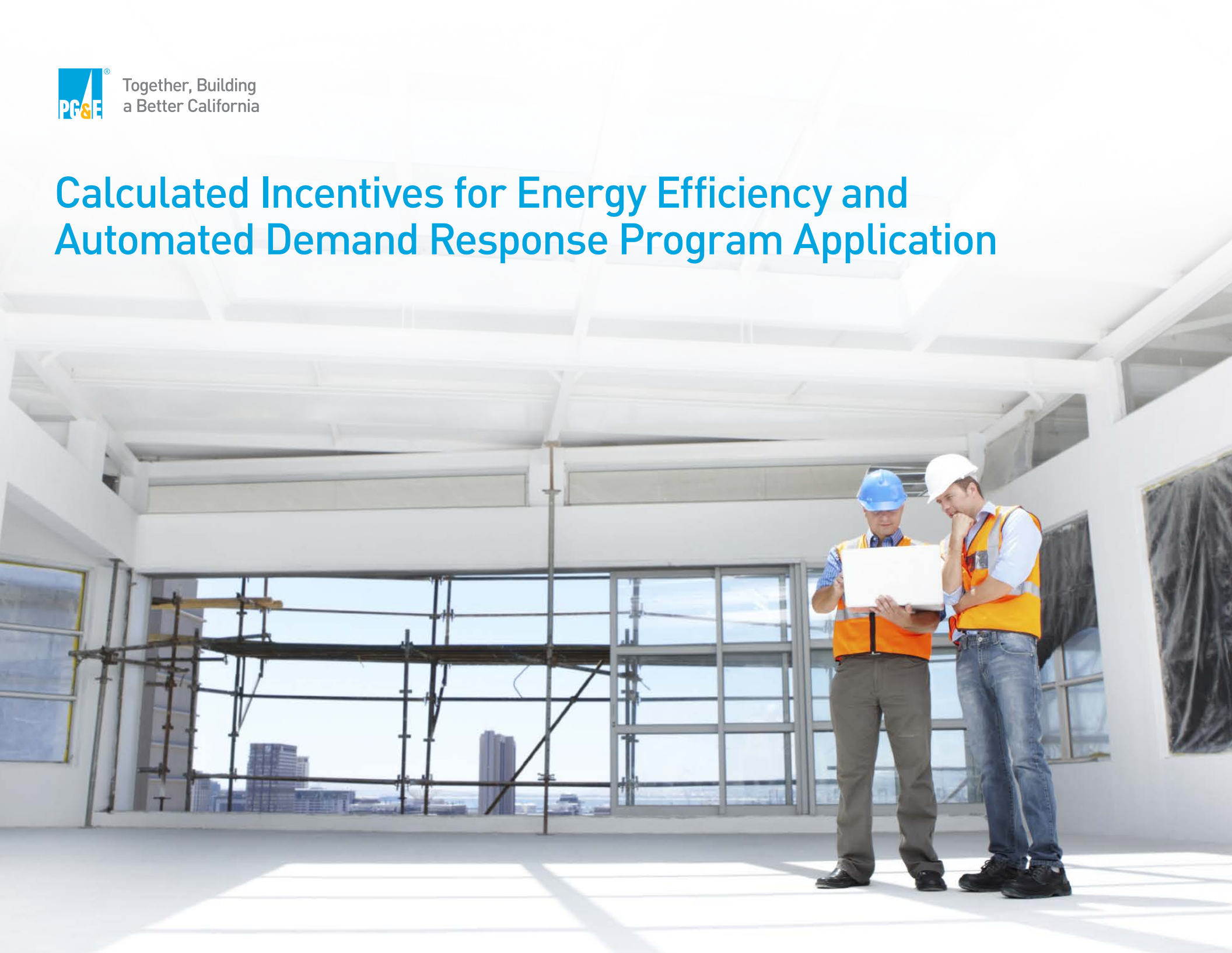


Calculated Incentives for Energy Efficiency and Automated Demand Response Program Application



Contact PG&E before submitting your information

You must contact a Pacific Gas and Electric Company (PG&E) representative prior to submitting applications and other required documentation in order to participate in PG&E's Calculated Incentives for Energy Efficiency and Automated Demand Response Program.

If you do not have a representative or are not sure who to contact, call the **Business Customer Service Center** at **1-800-468-4743** or send an email to businesscustomerhelp@pge.com.

How to apply

Check that each item below is complete:

- Read** the Terms and Conditions on the following pages.
- Complete all sections** of the 2018 Program Application.
- Submit** the signed application, completed Savings Summary and all required documentation pertaining to your project to a PG&E representative.



Program qualification highlights

For a complete description of program rules, see the attached Terms and Conditions and download the program manual (2018 Statewide Customized Offering Procedures Manual for Business), available at pge.com/customized.

Sequence of events

PG&E AND CUSTOMER

- 1 Review Measure Offerings
- 2 Application Submission

PG&E

- 3 Application Review
- 4 Project Approval

CUSTOMER

- 5 Project Installation

PG&E

- 6 Installation Review/Inspection
- 7 Incentive Payment

Customer and project eligibility

- Customer must be non-residential and receive service from PG&E and pay the appropriate surcharge on the meter on which measures are proposed.
- Equipment cannot be ordered or be installed until the project is approved by PG&E.
- Energy savings associated with a non-PG&E supply, such as photovoltaic (PV), cogeneration, or from other commodity suppliers, may not be eligible. Please contact a PG&E representative for more information.
- Project site must be available for inspection to establish the project baseline.
- For Retrocommissioning measures only, customers must own or operate a high-energy usage facility and install any measures that yield less than a one year payback and are less than \$25,000 if PG&E requests an Investigative Audit to be completed.

Project savings requirements

- Savings are based on baseline energy use and demand as determined by PG&E.
- Demand savings and incentives are paid for permanent peak-period demand reduction, as defined by the California Public Utilities Commission (CPUC).

Efficiency measure eligibility

- No Equivalent Deemed/Express Offering. Incentives are only available for measures ineligible for Deemed Rebate programs.
- Must Exceed Baseline Energy Performance, e.g. local, state, or federal code or industry standard practice as determined by PG&E.
- Be Permanently Installed.
- Not Overlap Other Incentive Programs. Each measure is only eligible to receive incentives from one incentive or rebate program.
- Be inspected and operational in accordance with this applications terms and conditions.



2018 Program Application

Calculated Incentives for Energy Efficiency and Automated Demand Response Program

- RCx project
- Custom project

Check here if you are participating in PG&E's Government Partnership

Partnership Name _____

Section 1 Customer Contact and Basic Project Information

PG&E Customer Name _____

Name of Third-Party Implementor or PG&E Local/Statewide Government Partnership, if applicable _____

Customer Contact Name _____ Title _____

Contact Phone # _____ Alt. Phone # _____ Email Address _____

Mailing Address _____ City _____ State _____ Zip Code _____

Project Name _____

Does project site use non-PG&E supply (e.g. cogeneration, solar PV)? Yes No Unsure

Project Site Address _____ City _____ State _____ Zip Code _____

Project Description (use lines 2-3 if multiple meters)

1. Project Site ID# _____ Electric Service ID# _____ Gas Service ID# _____

2. Project Site ID# _____ Electric Service ID# _____ Gas Service ID# _____

3. Project Site ID# _____ Electric Service ID# _____ Gas Service ID# _____

Primary facility use: (check all that apply)

<input type="checkbox"/> Agricultural/Irrigation	<input type="checkbox"/> Office	Gross floor area _____	Percent occupancy _____
<input type="checkbox"/> Biotech	<input type="checkbox"/> Petroleum	Facility square footage (conditioned) _____	
<input type="checkbox"/> Food Processing	<input type="checkbox"/> Residential	Hours of operation: weekday _____ weekend _____	
<input type="checkbox"/> High Tech	<input type="checkbox"/> Retail	Total annual hours of operation _____	
<input type="checkbox"/> Hospitality	<input type="checkbox"/> School	<input type="checkbox"/> Tenant <input type="checkbox"/> Owns facility <input type="checkbox"/> Leases facility	
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Warehouse	If tenant leases facility, number of years remaining on lease _____	
<input type="checkbox"/> Medical/Health Care	<input type="checkbox"/> Other	Year that facility was constructed _____	
<input type="checkbox"/> Mineral/Chemical		ENERGY STAR® Score (if available) _____	
		Do you have a primary HVAC O&M service contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Control System Information

Type: Direct digital (fully) Pneumatic (fully) Hybrid (digital pneumatic)

Years since replacement or major upgrade _____

Are there planned changes to the system within the next three years? Yes No

If yes, please describe _____

For PG&E use only:

Project # _____ Application # _____ BES Rep ID _____ Service Code _____

LIA Measure? Yes No If Yes, Auditor's Name _____ Date Received _____

Section 2 Project Sponsor Information (if applicable)

Business Name of Project Sponsor _____

Mailing Address _____ City _____ State _____ Zip Code _____

Project Sponsor Contact Name _____ Title _____

Contact Phone # _____ Contact Fax # _____ Email Address _____

Section 3 Payee Information

Select only ONE for each area below

Payee: Owner Lessee Vendor

Apply for On-Bill Financing? Yes No

Tax Status: To be completed by the person or entity receiving payment ("Payee")

Corporation Partnership

Individual/Sole Proprietor Tax Exempt: Reason _____

Tax Identification Type

EIN or Federal Tax ID _____ OR Social Security Number _____

Payee Name _____ Contact Phone # _____ Contact Fax # _____

Mailing Address _____

City _____ State _____ Zip Code _____

Contact Name _____ Title _____ Email Address _____

Section 4 Agreement

- By signing this program application, the Customer represents and warrants that he/she has read, understands and agrees to the Terms and Conditions and PG&E/Customer responsibilities of this agreement.
- By checking this box I, the Customer, confirm I will use a licensed contractor, where applicable, and will obtain/have obtained all required permits for this installation.

Name (print) _____

SIGN HERE

Customer Signature _____

Date _____

Project Sponsor Name (if different than Customer) _____

SIGN HERE

Project Sponsor Signature (if different than Customer) _____

Date _____

TERMS AND CONDITIONS

I, the Customer and Project Sponsor (PS), if applicable, agree to be bound by the following terms and conditions:

- 1. AUTHORITY.** I, the Customer and/or PS have the Project Site owner's permission to install these measures, enter into and be bound by this Agreement.
- 2. ELIGIBILITY.** PG&E in its sole discretion will determine the eligibility for this Project. At a minimum:
 - 1) Project site must receive gas and/or electric service from PG&E;
 - 2) Customer must be Nonresidential;
 - 3) additional Customized Incentives (CI), Retrocommissioning Program (RCx) or Automated Demand Response (ADR) Program-specific requirements listed below.
- 3. PROJECT APPROVAL.** PG&E determines the approval of this Project, any measures installed, the appropriate incentives to be paid. Project approval shall include 1) this Agreement being signed; 2) PG&E's inspection of the Project prior to the removal of any existing equipment/systems and installation of the measure; 3) other PG&E requests and 4) additional CI, RCx and ADR Program-specific requirements listed below.
- 4. PROJECT INSTALLATION DEADLINE.** This Project must be installed and fully operational no later than one year from the Project Approval date to be eligible for Incentive payments. Extensions may be provided for New Construction or long lead time projects at PG&E's discretion.
- 5. INCENTIVE PAYMENT.** Incentives are paid on a first-come, first-served basis until funds are depleted. Funding is administered by PG&E, but made available from California utility customers under the auspices of the CPUC. Incentives, energy savings, and installation costs are ESTIMATES only and will vary upon PG&E verification and completion of the Project approval process. See CI, RCx and ADR Program Addendum stated below.
- 6. CPUC RIGHT TO MODIFY.** All terms under this Agreement made be modified and are subject to any directive made by the CPUC. Any information, results, reports or other documentation regarding the Project shall be made available to the CPUC.
- 7. TERM AND TERMINATION.** Upon any directive from the CPUC or at PG&E's sole discretion, PG&E may terminate or suspend this Agreement and will not be liable for any damages or compensation of any kind. The Term of this Agreement begins on the date it is executed and terminates either upon the Project completion date, five years from the incentive payment date, or if terminated earlier. Incentives or rebates will only be paid when the Project is completed or as set forth in the CI, RCx and ADR Program Addendum stated below.
- 8. DISCLAIMER.** PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED PURSUANT TO THIS APPLICATION, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY. CUSTOMER AND/OR PROJECT SPONSOR ARE SOLELY RESPONSIBLE FOR THE ECONOMIC, OPERATIONAL, TECHNICAL AND OTHERWISE CAPACITY OF THIS PROJECT.
- 9. INDEMNITY.** Project Sponsor and Customer agree to indemnify and release PG&E, its affiliates, parent company and employees from all claims, losses, damages, costs, and liability arising from or in any way connected with any 1) injury to or death of persons; 2) injury to property; 3) violation of local, regulatory, state, federal any other laws; 4) energy savings shortfall, provided such injury, violation, or claim arises from or, including a third party's performance related to the Project, however caused, regardless of any strict liability or negligence of PG&E.
- 10. LIMITATION OF LIABILITY.** In no event shall PG&E be liable for any special, incidental, indirect, lost profits, commitments to Subcontractors or consequential damages.
- 11. GOVERNING LAW AND VENUE.** This Agreement shall be governed under California law.
- 12. PERMITS AND LICENSES.** Customer and/or PS, at their own expense, shall obtain any licenses and permits for the Project. The Project may require the following:
 - 12.1 Certifications.** After measures and/or equipment is installed and prior to Incentives being paid, the recipient of the incentive must certify they have complied with applicable permitting and licensing requirements and if a contractor did the work the contractor was licensed. For projects involving the replacement of heating, venting, or air conditioning equipment, the certification must contain the permit number and be signed by the licensed contractor who did the work.
 - 12.2 Proof of Permit Closure.** When the work involves obtaining a permit for central air-conditioning and heat pump projects, documentation of proof the permit has been closed must be provided prior to the payment of any incentive for such work.
- 13. SAFETY AND FACILITY CODES.** Customer and/or PS represents that all equipment installed and work performed in connection with the Project shall comply with all federal, state and local safety, facility and environmental codes and all applicable manufacturer instructions.
- 14. ACCESS AND INSPECTIONS OF PROJECT SITE.** PG&E requires Project inspections and performance measurements to verify the incentive. Customer and/or PS agrees to provide access to PG&E, its agents and CPUC to perform reviews including but not limited to: 1) Project pre-installation equipment inspection to review the existing/baseline equipment; 2) Project post-installation inspection. These inspections are for verification purposes and do not involve any safety inspections whatsoever. See additional access requirements for CI, RCx and ADR Addendum stated below.
- 15. ADVERTISING, MARKETING AND USE OF PG&E'S NAME.** Customer and/or PS agree not to use PG&E's name, trademark, trade name, logo, identity without PG&E's prior written consent. Customer and/or PS agree they will not make any representations on behalf of PG&E.
- 16. ASSIGNMENT.** Any part of this Agreement may be assigned by PG&E, Customer and/or PS without the other party's written consent, with the exception of the Project Site being sold.
- 17. PROJECT SITE SALE.** Customer agrees to include this Agreement as part of the property sale or rental agreement if the Project Site is sold or rented.
- 18. NO DOUBLE DIPPING.** This Project is not eligible to receive additional incentives or rebates offered by local or state entities, PG&E, or other utilities for measures covered under this Agreement. Customer and/or PS represent did apply for, nor received such incentives or rebates.
- 19. TAX LIABILITY.** PG&E will report incentives greater than \$600 as income on the IRS 1099 unless (1) the "Corporation" or "Exempt" tax status box is marked, or (2) there is a designee Payee.
- 20. PROJECT SPONSOR.** Customer is solely responsible to select a PS or act on its own behalf to implement this Project. PG&E makes no representations or warranties about the PS and will not resolve any disputes between Customer, the PS or any third parties involved in the Project.
- 21. AMENDMENT.** Amendments or modifications to this Agreement must be in writing.
- 22. APPLICATION SECTIONS 2-3.** If Section 2 of this Application ("Project Sponsor Information") is NOT filled out or contains the Customer's information, the PS will be deemed the Customer and agrees to assume the role and responsibilities of the PS which include, but are not limited to, implementing the Project for the delivery of energy and/or demand savings.
- 23. FACSIMILE/SCANNED SIGNATURES.** Facsimile transmissions and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document as well as scanned original documents transmitted to PG&E as an attachment via electronic mail. Customer and/or PS agree, at PG&E's request, to provide or sign any original documents.

ADDENDUM FOR AUTOMATED DEMAND RESPONSE (ADR) PROJECTS ONLY ELIGIBILITY:

ELIGIBILITY. 3) Customer has an electric meter capable of recording usage in 15 minute intervals and can be read remotely; 4) Customer must have an existing service agreement with PG&E that has at least 12-24 months of billing and usage history; 5) customer must enroll in one of the qualified demand response (DR) programs as designated in the ADR Program Manual for a minimum of three years; 6) Projects must meet all other specific requests made by PG&E; 7) The Project Sponsor certifies that the dispatchable peak reduction components of the Project have not and will not receive funds from any other energy conservation program funded by the California Energy Commission (CEC) or the CPUC or any other state or local entity; 8) Projects applying for Integrated Demand Side Management (IDSMS) funds must also install one energy efficiency measure; and 9) the Project must be installed and fully operational by December 31, 2018.

PROJECT APPROVAL. 3) Complete engineering calculations and audit report to demonstrate dispatchable peak demand reduction (including archival diskette if applicable); 4) Schematic drawings and/or manufacturer specification sheets if applicable; 5) PG&E's written Project Approval and notice to proceed with installation; 6) Submission by Customer of required cost documentation and permit/license certifications after measure installation; 7) PG&E post-installation inspection and approval of incentive amount; 8) Invoices and/or documentation to support Project cost; 9) Additional Project-documents as requested by PG&E prior to payment of incentives; 10) other Project approval procedures outlined in the ADR Program Manual.

INCENTIVE PAYMENT. Incentive payments will only be paid after all ADR requirements are met to the satisfaction of PG&E. PG&E retains sole discretion to determine the appropriate baseline values and dispatchable peak reduction calculations used to determine incentive payments. PG&E may modify or cancel the incentive amount if the actual system installed differs from the installation of the as specified measure in the project approved application.

Incentives will be awarded on a 60/40 basis in two installments.

In the first installment, 60 percent of the total incentive is paid after successful on-site verification of equipment installation and testing of the committed ADR strategies.

The second incentive installment, which can be up to the remaining 40 percent, is paid upon verification of the DR event performance in a full DR season of participation. This second incentive is prorated based on the percentage of the verified kW curtailment that is actually achieved during the DR season:

- A minimum performance of 60 percent of the verified kW curtailment, averaged across all events called during the DR season, must be achieved to be eligible for any second incentive payment. The second incentive amount to be paid is the total ADR Program incentive times the difference between the Customer's actual percentage performance and the 60 percent benchmark. The second incentive is never less than zero, nor ever greater than either the project cost or the approved incentive for the project, even if the Customer's actual performance exceeds 100 percent (100%) of verified kW.
- Average kW performance during the performance period is calculated based on DR events in that period for which the customer was called by PG&E or their aggregator, regardless of opting out. For the purposes of the average performance period kW, DR event opt-outs are considered as zero kW performance. Participants are expected to actively participate in DR events as ADR Program incentives supports investments in DR-enabling technology.

DISQUALIFICATION AND REPAYMENT OBLIGATIONS. Project Sponsor agrees to inform the Customer of the three year DR program enrollment requirement which begins the date the Project Installation is Approved. Customer is required to acknowledge the three year DR program enrollment requirement by sending an email to the Project Sponsor. If Project Sponsor fails to obtain this email or inform the Customer of the three year DR program enrollment requirement and the Customer de-enrolls from an approved DR Program, the Project Sponsor will return to PG&E the prorated portion of the Incentive dollars based on the actual period of time for which the Customer provided the energy benefit. Project Sponsor shall repay such payments within 30 days of notification by PG&E. PG&E will offset against payments owed to Project Sponsor.

ACCESS AND INSPECTIONS OF PROJECT SITE. Project Sponsor must provide access to PG&E, its agents, CPUC for all inspections, including but not limited to 1) Project pre-installation equipment inspection to examine the existing/baseline equipment and to verify equipment survey accuracy; 2) Project post-installation dispatchable load reduction inspection and demonstration(s).

ADDENDUM FOR CUSTOMIZED INCENTIVES FOR ENERGY EFFICIENCY PROJECTS ONLY:

ELIGIBILITY. 1) Utility bills must have the public purpose program (PPP) surcharge; 2) any additional eligibility requirements set forth in the Statewide Customized Offering Procedures Manual ("Manual").

PROJECT APPROVAL. 1) PG&E's written Project Approval and notice to proceed with installation; 2) submission by Customer of required cost documentation and permit/license certifications after measure installation; 3) PG&E post-installation inspection and approval of incentive amount; 4) other project approval procedures outlined in the Manual.

INCENTIVE PAYMENT. When non-PG&E supply, such as customer generation or deliveries from another commodity supplier, is involved, incentives are paid based only on the energy savings reflected on the electric grid or natural gas system, as solely determined by PG&E.

TRANSFERS BETWEEN PROGRAMS. Once an acknowledgment receipt is issued for this Application under a Customized Energy Efficiency Program, the Application will be processed under that Program. If the Application is withdrawn at any time in the process, I, the Customer and/or Project Sponsor, may only resubmit an Application for the same project in the same program, under specific circumstances approved by the Program Manager.

DISQUALIFICATION REPAYMENT OBLIGATIONS. If PG&E does not receive 100 percent (100%) of the energy savings stated in the PG&E written Project Approval for five (5) years, Customer and Project Sponsor may be required to pay back a prorated portion of the incentive based upon the time PG&E did not receive the energy savings. PG&E's right to repayment includes, but is not limited to, the measure being removed during the five (5) year period, not receiving quarterly monitored-equipment performance data, Customer no longer pays the public fund surcharge, discontinues its retail electric service or time of use rate with PG&E. PG&E will notify Customer and Project Sponsor of the prorated amount which shall be paid within thirty (30) days of the date of the notification. PG&E will offset the repayment obligation amount against payments owed.

ADDENDUM TERMS FOR RETROCOMMISSIONING PROJECTS ONLY:

ELIGIBILITY. RCx Projects must exceed code or standard practice. The applicable code or standard practice for RCx Projects is the code or standard practice in place when the host equipment either was installed or altered as defined under Title 24.

RCx PROVIDER AND INVESTIGATIVE AUDIT. If PG&E requests a RCx investigative Audit for the Project, PG&E will select a RCx provider to conduct an in-depth RCx investigation Audit and to do an analysis of the Project Site and prepare an Investigative Audit Scope of Work and Budget Agreement (Audit). As part of this Audit, Customer agrees to allow monitoring and data logging equipment be installed and removed at the Project Site to ascertain the functionality and obtain data prior to the installation of any Measures.

CUSTOMER PAYMENT RESPONSIBILITY FOR THE INVESTIGATIVE AUDIT. Customer understands that in order for PG&E or the RCx provider do an Audit, Customer agrees to implement those Measures identified on the Audit whose payback is less than one year and less than \$25,000. Otherwise, Customer will be responsible to pay PG&E for the dollar value of the Required Audit Measures. The Audit report may also contain additional recommended Measures and estimates incentives beyond the Required Audit Measures, which can be implemented based upon the discretion of the Customer.

PROJECT INSTALLATION RESPONSIBILITY. Upon an investigative Audit being completed, Customer agrees to be responsible for implementing the Required Audit Measures and any other discretionary measures for the Project. Customer will hire its own contractors and will determine the scope of work, obtaining bids, paying for all the materials and labor to implement the Project.

ANCILLARY PROJECT COSTS. Customer agrees to be pay for Project ancillary costs, which may include, copying of plans, specifications, security access fees, permit or filing costs and so forth.

INCENTIVE PAYMENTS. Incentives will be paid based upon 100% of the final approved funding amount demonstration by the Customer, to the reasonable satisfaction of PG&E, for the Measures installed and operating successfully, and the Project has been completed for its intended use as described. PG&E retains sole discretion to determine the appropriate baseline values and energy savings calculations.

INCENTIVE PAYMENT SUBMITTAL REQUIREMENTS. The following documentation must be submitted for to pay the incentives which includes, but is not limited to: 1) completed Application; 2) final engineering calculations to demonstrate energy savings and documentation (including archival diskette if applicable); 3) schematic drawings and/or manufacturer specification sheets, if applicable; 4) invoices and/or documentation to support Project cost; 5) Project installation report in a format to be provided by the PG&E and 6) additional Project-specific documents as requested by PG&E.

DISQUALIFICATION REPAYMENT OBLIGATIONS: If PG&E does not receive 100 percent (100%) of the energy savings stated in the PG&E written Project Approval for five (5) years, Customer and Project Sponsor may be required to pay back a prorated portion of the incentive based upon the time PG&E did not receive the energy savings. PG&E's right to repayment includes, but is not limited to, the measure being removed during the five (5) year period, not receiving quarterly monitored-equipment performance data, Customer no longer pays the PPP surcharge, discontinues its retail electric service or time of use rate with PG&E. PG&E will notify Customer and Project Sponsor of the prorated amount which shall be paid within thirty (30) days of the date of the notification. PG&E will offset the repayment obligation amount against payments owed.