



Automated Demand Response Project Application



Project eligibility and qualification highlights

Project incentives are subject to satisfying the Project Application Terms and Conditions attached.

Sequence of events

PG&E AND CUSTOMER	
1	Project Screening/Enrollment
2	Application Submission
PG&E	
3	Application Review
4	Project Approval
CUSTOMER	
5	Project Installation
6	Complete Project Certification
PG&E	
7	Installation Review/Inspection
8	Incentive Payment

Customer eligibility

- Program is open to all non-residential customers who receive electric services from PG&E or are Direct Access (DA) and Community Choice Aggregation (CCA) customers who purchase electricity from a load-serving entity other than PG&E.
- Customer must commit to participating in an ADR eligible Demand Response (DR) program for three years for FastTrack applications and three or five years for Standard applications depending on the payment pathway selected.
- Customer must have a PG&E interval meter installed at the site associated with the SAID.
- Site has not received payment for PG&E Automated Demand Response (ADR) incentives in past 7.5 years.

Project eligibility

- ADR controls must be new to site/SAID and the control which enables DR is not already installed.
- The system does not require manual intervention to initiate the pre-programmed load change sequence during a DR event.
- Project provides incremental kilowatt (kW) and kilowatt hour (kWh) load changes relative to existing (baseline) equipment.
- Projects must be installed and operational by October 31, 2023.

Demand Response Program eligibility

- Eligible DR programs include:
 - Peak Day Pricing (PDP)
Note: CCA critical peak pricing programs are not eligible
 - Capacity Bidding Program (CBP)
 - Demand Response Auction Mechanism (DRAM)
- Customer must already be enrolled or become enrolled in an ADR eligible DR Program and participate for at least three years for FastTrack applications and three or five years for Standard applications depending on the payment pathway selected.

Technology eligibility

- Must communicate and demonstrate operability with OpenADR communication protocols and standards (OpenADR 2.0a or 2.0b).
- Must have previously demonstrated DR capability.
- Must be under manufacturer warranty for a minimum of three years.
- Must have ability to poll SEE load on a one-minute interval if participating in a PG&E DR Program.
- Must have the ability to set the market context field to recognize all DR Programs which commonly result in either a blank or wildcard character (*) in that field.



2023 Project Application

Automated Demand Response Program

Section 1 Customer Contact and Basic Project Information

PG&E Customer Name _____

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 Agreement ID# _____ Gas Service ID# _____

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

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

Primary facility use: (check all that apply)

- Agricultural/Irrigation
- Biotech
- Food Processing
- High Tech
- Hospitality
- Manufacturing
- Medical/Health Care
- Mineral/Chemical Office
- Petroleum
- Residential
- Retail
- School
- Warehouse
- Other _____

Gross floor area _____ Percent occupancy _____

Facility square footage (conditioned) _____

Hours of operation: weekday _____ weekend _____

Total annual hours of operation _____

Tenant Owns facility Leases facility

If tenant leases facility, number of years remaining on lease _____

Year that facility was constructed _____

ENERGY STAR® Score (if available) _____

Do you have a primary HVAC O&M service contractor? Yes No

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 Project Sponsor

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

- Corporation
- Individual/Sole Proprietor

- Partnership
- 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 Program Project Application Agreement (Agreement)

- By signing this Agreement you are agreeing to: 1) be responsible for providing your Project energy use data to your designated Project Sponsor (PS), if any; 2) permit PG&E and PS to discuss the obligations set forth in the attached Agreement Terms and Conditions related to your Project; 3) represent and warrant you have read, understand and agree to be legally bound to the attached Agreement Terms and Conditions; and 4) any information you have or will make available as part of this Application is true and correct.

SIGN HERE

Name (print) _____ Customer Signature _____ Date _____

- By signing this Agreement, I as the Project Sponsor represent and warrant, I have read, understand and agree to adhere to and be legally bound to the attached Agreement Terms and Conditions and the information I have and will make available as part of this Application is true and correct.

Project Sponsor Name (acting on behalf of Customer). Requires Customer's signature above to be valid.

SIGN HERE

Project Sponsor Signature _____ Date _____

PROJECT APPLICATION TERMS AND CONDITIONS

Customer and Project Sponsor (PS), agree to be bound by the following Project Terms and Conditions.

1. **PROJECT SPONSOR.** Customer is solely responsible to select a PS or act on its own behalf to implement the Project. If this Agreement's does not list a PS, the Customer is deemed the PS. PG&E shall not be liable for the PS, Customer or any other actions taken related to the Project or be required to resolve any disputes between Customer, the PS or any other parties involved in the Project.
2. **AUTHORITY.** Customer and/or PS has the Project Site owner's permission to implement the Project.
3. **ELIGIBILITY AND PROGRAM SPECIFIC REQUIREMENTS.** Eligibility requirements for Projects seeking to participate in Automated Demand Response (ADR) program (Program) must be for a non-residential use and the Project's meter is charged the public purpose fund surcharge. Project implementation is subject to all California Public Utility Commission (CPUC) regulatory mandates, the Program Project's rules and policies which may change without notice, and PG&E's ADR Program Manual at www.pge-adr.com (Program Manual). Customer must have: a) an electric meter capable of recording usage in 15 minute intervals and can be read remotely; b) be enrolled and participate in one of the qualified demand response (DR) programs in the ADR Manual for at least three years for FastTrack application projects, at least three years for the Standard/Custom application projects with incentives paid in two installments (60/40% split) and at least five years for Standard/Custom application projects with incentives paid in one installment (100%) (ADR Projects in DRAM, PG&E must receive the Project enrollment and participation information from the DR provider, otherwise no Project incentive will be paid); c) the Project must meet all other specific requests made by PG&E; d) the Customer and PS represent the Project's dispatchable peak reduction components have not and will not receive funds from any other energy conservation program funded by the CEC, the CPUC, or other state or local entity; and e) the Project must be installed and fully operational by October 31, 2023.
4. **PROJECT APPROVAL AND PRODUCT QUALIFICATION.** Projects must receive PG&E's written Project Approval, which will also include PG&E receiving CPUC Energy Division (ED) review and approval for the Project. Resale products, equipment leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing equipment do not qualify.
5. **PROJECT DESIGN, INSTALLATION AND PERMITS.** Customer and PS are responsible for, and at their own expense, to obtain necessary permits, materials, labor, costs to develop the Project's scope, final design, acquire bids, hire appropriate licensed contractor(s), verify applicable workforce standards, technical and operational Project feasibility, and other related cost items and implementation for the Project.
6. **PROJECT INSTALLATION DEADLINE.** Projects must be completed and fully operational no later than one year from the date of PG&E's written Project Approval. Extensions for new construction or required long lead time projects may be granted in writing by and at PG&E's sole discretion.
7. **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 such related type expenses.
8. **ACCESS AND INSPECTIONS OF PROJECT SITE.** Project inspections and performance measurements are required to verify the Project and determine the final incentive amount. Customer and PS agree to provide access to PG&E, its agents and the CPUC to perform tasks such as, inspection of pre and post installation equipment to review the existing/baseline energy use measurements.
9. **PROJECT MATERIAL CHANGES.** If the Project Site conditions materially change or there occurs any non-routine events, (i.e. Project site size change, use of additional heating and cooling loads, longer or shorter operating hours "NRE"), during implementation or after completion impacting the Project energy saving benefit, Customer and PS shall promptly prepare a written detailed narrative about such event(s), date of occurrence, expected length, if equipment requires modification, and any other related information. NRE identification process and appropriate corrections will be assessed on a case by case basis and reviewed by PG&E and the CPUC ED staff.
10. **CALCULATION OF THE PROJECT INCENTIVE.** Project incentives, energy savings, and installation costs are ESTIMATES only. PG&E in its sole discretion will determine and calculate the Project's baseline, actual energy savings, and final incentive payment. PG&E will consider any applicable Project NRE's, the Project's completed inspection and/or verification, and other related Project information.
11. **INCENTIVE CALCULATIONS AND PAYMENT.** Incentives are paid on a first-come, first-served basis until depleted. PG&E provides incentive funding as directed by the CPUC. FastTrack Incentives are eligible to cover up to 100 percent of eligible ADR Project costs and fully payable after successful Project installation and verification. Standard/Custom Incentives are eligible to cover up to 75 percent of eligible ADR Project costs and are either paid in two installments (60/40% split) or fully payable after successful Project installation and verification. Incentive payments are 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 to determine the incentive. PG&E may modify or cancel the incentive amount if the actual system installed differs from the Project installation submitted in this Application. Conditions for ADR Project calculations and incentive payments are stated in the ADR Manuals.
12. **PROJECT COMPLETION SUBMITTAL DOCUMENTATION.** To issue an incentive, all relevant Project paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, final engineering calculations, audit report demonstrating dispatchable peak demand reduction, an ADR installation form, Project Certifications, and other documentation required in the Program Manual(s) and requested by PG&E must be submitted.
13. **ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION.** Project incentives are made in consideration of PG&E receiving 100 percent of the related energy savings benefit over the life of the completed Project: ADR (7.5) years. Project's not delivering the 100 percent benefit, not installed after one-year of being approved, not receiving the quarterly monitored-equipment performance data if required, discontinues its retail electric service or time of use rate, or the Customer no longer pays the public purpose fund surcharge, PG&E shall receive from the Customer and PS a prorated amount of the Project Incentive for the time PG&E did not receive the Project's energy savings. The prorated will be off-set or payable within 30 days of PG&E's notification.
14. **NO TRANSFER BETWEEN PROJECT PROGRAMS.** If Customer or PS withdraw the Project from being implemented at any time, the Project may only apply for and be re-submitted under the original Program and requires written approval of PG&E's Program Manager prior to continuing or being implemented.
15. **CONFIDENTIALITY.** PS agrees unless otherwise expressly stated in writing, PS will keep Customer's personal identifiable information and Customer energy usage data Confidential and will use appropriate security measures to prevent the unauthorized disclosure, use, access, sale, or transfer of such information.
16. **CPUC RIGHTS.** These terms and conditions can be modified anytime by the CPUC. All Projects are reviewed and approved by CPUC ED staff. All Project information, results, reports, energy usage data, or other related documentation shall be made available to the CPUC upon request.
17. **TERM AND TERMINATION.** These Project Application terms and conditions are effective upon Customer's signature and terminate when PG&E receives 100 percent of the Project's energy saving, unless terminated earlier. PG&E may terminate a Project with 10 days written notice and will not be liable if it is due to Customer's or PS's breach of these terms and conditions or at CPUC direction.
18. **SAFETY AND COMPLIANCE WITH ALL LAWS.** All Project equipment installation and work performed must comply with all federal, state laws, safety requirements and applicable manufacturer instructions.
19. **OWNERSHIP OF PROJECT DATA, INFORMATION AND REPORTS.** Customer agrees to provide Project site information, all meter usage data, reports, research results, photographs, digital, and otherwise produced (collectively Project Data) during the Term. PG&E shall own the Project Data.
20. **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 RELATED TO THE PROJECT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING THE ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.

- 21. INDEMNITY.** Customer and PS 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 claims arises from or related to the implementation and performance of the Project however caused.
- 22. MISREPRESENTATION.** All Project information provided must be true and correct. Information determined to be fraudulent or misleading will result in the Project being disqualified and termination.
- 23. LIMITATION OF LIABILITY.** PG&E shall not be liable for any costs incurred by the Customer or PS due to a Project's estimated versus actual energy savings final Project Incentive payment, Project savings that did not materialize, Project cancellation or implementation cost increase for any reason. In no event shall PG&E be liable for any special, incidental, indirect, lost profits, or consequential damages.
- 24. ADVERTISING AND USE OF PG&E'S NAME.** Customer and/or PS agree not to use PG&E's name, trademark, logo, or make any representations on PG&E's behalf absent PG&E's written consent.
- 25. ASSIGNMENT.** No part of this Agreement may be assigned by PG&E, Customer and/or PS without the other party's written consent, unless the assignment is for the sale of the Project site.
- 26. PROJECT SITE SALE.** Customer agrees to include this Project Application as part of a sale or rental agreement involving the Project site for purposes of notice of Project compliance requirements.
- 27. TAX LIABILITY.** PG&E will report incentives greater than \$600 as income on the IRS 1099 unless (a) the "Corporation" or "Exempt" tax status box is marked.
- 28. PROJECT SPONSOR DISCLOSURE OBLIGATIONS.** PS are responsible for ensuring that their ADR Customers are informed and understand the minimum three years for FastTrack project applications and three or five years for Standard/Custom project application approved DR program enrollment and participation requirement by notifying their ADR Customers in writing when their ADR Project is approved. The requirement starts when PG&E provides incentive payment approval. If an ADR Project is not enrolled and participating in an approved DR program, Customer or PS if there is a PS, will return the prorated portion of the Incentive paid based on the actual time the Customer provided the energy benefit by the amount being off-set against payments owed or making a payment to PG&E within 30 days of being notified.