

**Revised
8/1/06**

*Customized Energy
Efficiency/Demand Response*

I·N·C·E·N·T·I·V·E

Application Instructions



**Pacific Gas and
Electric Company®**

All applicants must submit a Customized ENERGY EFFICIENCY/DEMAND RESPONSE INCENTIVE APPLICATION and at least one of the following project forms:

Non-Residential Projects

- NEW CONSTRUCTION/ADDITION – Attach NRNC Form
- Design Team – Attach NRNC-DT Form if applicable
- RENOVATION/RETROFIT – Attach NRR-DR Form

Residential Projects

- NEW CONSTRUCTION
- Performance Method – Attach RNC-ES Form if applicable
- Prescriptive Method – Attach RNC-PC Form if applicable

HOW TO APPLY

1. READ TERMS AND CONDITIONS ON:

- The back page of the Application
- The Project Form(s) that apply to your project(s)

2. COMPLETE:

- Applicant Information and Project Type on the Application
- (If applicable) Payment Section on the Application, if payment is to be paid to a party other than the Applicant
- Project Information and any calculations required by the Project Form(s)

3. SIGN:

- The Agreement on the Application
- (If applicable) The Payment Release Authorization on the Application, if incentive is to be paid to a party other than the Applicant
- The Agreement(s) on your choice of Project Form(s)

4. SUBMIT:

- The Application
- Your choice of Project Form(s)
- All required documentation pertaining to your project

FOR YOUR INFORMATION AND ASSISTANCE

You must contact a PG&E representative prior to submitting applications and other required documentation in order to participate in PG&E's Customized Energy Efficiency/Demand Response Incentive.

Non Residential Projects:

Contact Business Customer Center at 1-800-468-4743.
Email: energymgmtprograms@pge.com
Refer to the Participation Handbook for requirements and guidelines.

Residential Projects:

Contact the Residential Hotline at 1-800-342-7737
Email: newhomes@pge.com
Refer to the RNC Instruction Sheet for requirements and guidelines.



TERMS AND CONDITIONS

I, the Applicant, agree to the following terms and conditions ("the Agreement"):

- 1.** I meet the Customized Energy Efficiency/Demand Response Incentive eligibility requirements as stated in the appropriate attachment(s) included with this Application.
- 2.** The information I have supplied on this Application and attachment(s) is true, correct, and complete.
- 3.** I have read and understand the terms and conditions of the Agreement and on the appropriate attachments and agree to abide by the rules, requirements and terms set forth on this Application, the Agreement, and all attachments.
- 4.** If the Agreement is terminated for any reason, Pacific Gas and Electric Company (PG&E) shall not be liable to the Applicant for damages or compensation of any kind.
- 5.** PG&E reserves the right to determine eligibility for the Incentive.
- 6.** PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM OR APPLIANCE INSTALLED PURSUANT TO THE AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. APPLICANT AGREES TO INDEMNIFY PG&E, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, FEES, COSTS, AND LIABILITY ARISING FROM ANY MEASURES INSTALLED.
- 7.** Both funding and the conditions of the Incentive are subject to the jurisdiction of the California Public Utilities Commission (CPUC) and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. If there are changes in the Incentive, PG&E will endeavor, but cannot guarantee, to provide a reasonable period of time before changes go into effect.
- 8.** I understand that if the incentive is modified in any way or terminated by order of any government entity, then the Agreement shall be revised or terminated consistent with that order.
- 9.** PG&E may assign the Agreement, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the Applicant's prior written consent, provided PG&E remains obligated for payments incurred prior to the assignment. The Applicant may not assign this Application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of PG&E.
- 10.** I understand the Incentive requires inspections and measurements of the performance of the measures. Therefore, I agree to provide access to the Project Site for these purposes to PG&E and/or its agents or assigns and the CPUC and/or its agents or assigns.
- 11.** I agree to release PG&E, its affiliates, parent company, officers, managers, directors, agents, and employees from all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons, including but not limited to employees of PG&E, customer, or any third party; (2) injury to property or other interests of PG&E, Applicant or any third party; (3) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; (4) energy savings shortfall; so long as such injury, violation, or shortfall (as set forth in (1) - (4) above) arises from or is in any way connected with the Project, including any third party's performance of or failure to perform the Project, however caused, regardless of any strict liability or negligence of PG&E, its officers, managers, or employees.
- 12.** Funding approved for this Incentive is limited and will be paid on a first-come, first-served basis to qualified applicants. Funds will only be reserved upon PG&E's execution of the Agreement. This incentive offer is subject to the availability of authorized funds.
- 13.** Installation of any energy-efficient equipment required for compliance with 2005 Title 24 will not qualify for incentives. Energy efficiency improvements beyond 2005 Title 24 requirements or a generally accepted industry standard, where applicable, are eligible for incentives.
- 14.** Specific restrictions may apply to each energy efficiency system, as outlined in the instructions and attached project forms.
- 15.** To be eligible for incentives, I agree that I will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement.
- 16.** PG&E may suspend or terminate the Agreement, without cause, upon written notice to me.
- 17.** I understand the following Tax Liability provisions: PG&E will report incentives greater than \$600 as income to me on IRS form 1099 unless 1) I have marked the "Corporation" or "Exempt" tax status box, or 2) the Payment Release Authorization section has been completed, in which the designated party will be responsible for tax liability.

PG&E recommends that I consult a tax adviser concerning the taxability of incentives. PG&E is not responsible for any taxes that may be imposed due to incentive payments.

Submit Application Package to Your PG&E Representative or Mail Application To:

PG&E Integrated Processing Center
P. O. Box 7265
San Francisco, CA 94120-7265

For Overnight Delivery, Send To:

PG&E Integrated Processing Center
77 Beale Street, Mail Code BOB1U
San Francisco, CA 94105-1814



APPLICANT INFORMATION

APPLICANT FOR NONRESIDENTIAL PROJECTS = CUSTOMER/BUSINESS OWNER

APPLICANT FOR RESIDENTIAL PROJECTS = OWNER/BUILDER/DEVELOPER

Applicant Name, Applicant Mailing Address, City, State, Zip, Contact Name, Title, Contact Telephone Number, Contact Fax Number, E-Mail Address, Tax Identification Type, Tax Status, Federal Tax ID, SSN, Tax Identification Number, Exempt Reason

PROJECT TYPE(S)

NONRESIDENTIAL

- NEW CONSTRUCTION / ADDITION (Attach NRNC Form)
Design Team (Attach NRNC-DT Form if applicable)
RENOVATION / RETROFIT-DEMAND RESPONSE (Attach NRR-DR Form)

RESIDENTIAL

- NEW CONSTRUCTION
Performance Method (Attach RNC-ES Form if applicable)
Prescriptive Method (Attach RNC-PC Form if applicable)

Provide brief project name/description, Number of project forms attached to this application

PAYMENT (Party Receiving Incentive OTHER THAN Applicant)

(NOT APPLICABLE FOR RESIDENTIAL NEW CONSTRUCTION)

CHECK SHOULD BE MADE PAYABLE TO:

Payee: Customer / Business Name, Telephone Number, Fax Number, Mailing Address, City, State, Zip, Contact Name, Title, E-mail, Tax Identification Type, Tax Status, Federal Tax ID, SSN, Tax Identification Number, Exempt Reason

PAYMENT RELEASE AUTHORIZATION:

As the Applicant, I am authorizing this payment of my incentive to the third party named above and I understand that I will not be receiving the incentive check from PG&E. I also understand that my release of the payment to the third party does not exempt me from the requirements outlined in the Application package.

Applicant Authorization: (Please Print Name)

Signature, Date

AGREEMENT

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE. I CERTIFY THAT THE INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT AND THE PRODUCT(S) AND/OR EQUIPMENT FOR WHICH I AM REQUESTING INCENTIVE(S) MEET THE REQUIREMENTS IN THIS APPLICATION PACKAGE.

Applicant Name (Please Print), Title, Signature, Date

FOR UTILITY USE ONLY

Service Code, Project Manager Name, AS Rep ID, AS Rep Name, Rep Phone #, Date Received

SEE TERMS AND CONDITIONS TO THE LEFT OF THIS PAGE

FOR PG&E USE ONLY: Project #, Application No.



NONRESIDENTIAL RETROFIT - DEMAND RESPONSE (NRR-DR) FORM PROJECT INFORMATION

Project Name
Project Site Address City State Zip
Contact Name at Project Site Contact Phone Number Contact E-Mail Address
Project Site ID Number* Electric Service ID Number Gas Service ID Number
Facility Description / Type Years since built or last major renovation Total Sq Ft of Facility Total No. of Floors
Interval Meter on Site (DR Only). Yes No Estimated Completion Date

* For multiple site applications, enter identifier for each site on the savings summary sheet.

LARGE COMMERCIAL/INSTITUTION MARKET SECTOR PROPERTY TYPE:

Office Datacenter / Computer Intensive Water / Wastewater Treatment Warehouse
Fabrication / Processing Medical / Hospital Other (Specify):

ACKNOWLEDGEMENTS

I hereby acknowledge the following (check ONLY ONE of the following options and fill in the appropriate information):

- I am self-sponsoring this project and intend to enter into a Nonresidential Retrofit-Demand Response Agreement with Pacific Gas and Electric Company (PG&E) for delivery of energy and/or demand savings resulting from the installation of energy efficiency/demand response measures at the project site listed above. I assume the role and responsibilities of the Project Sponsor.
I have entered into a contract with the Project Sponsor indicated below for the installation of energy efficiency/demand response measures at the project site listed above. Upon project approval, the Project Sponsor will enter into a Nonresidential Retrofit-Demand Response Agreement with PG&E for delivery of energy and/or demand savings resulting from the installation of these measures at the project site. All contracts and correspondence will be sent directly to the Project Sponsor specified below.

Project Sponsor Information:

Company/Business Name of Project Sponsor
Mailing Address City State Zip
Contact Name Title
Contact Telephone Number Contact Fax Number E-Mail Address

AGREEMENT

BOTH THE APPLICANT AND PROJECT SPONSOR SIGNATURES ARE REQUIRED BELOW.

I, the Applicant, agree:

Authority: I have authority to contract, on behalf of the legal owners of the Project Site, for installation of the energy efficiency/demand response measures ("the measures"), or I have obtained the permission of the legal owner of the Project Site to install the measures under my contract with the Project Sponsor.

Project Sponsor: (1) PG&E makes no warranty or representation about the Project Sponsor's qualifications, and I am solely responsible for selecting the Project Sponsor to implement the project; (2) the Project Sponsor is an independent contractor and is not authorized to make any representations on behalf of PG&E; (3) PG&E will have no role in resolving any disputes between me, the Project Sponsor, and/or any other third parties.

Incentives: (1) To be eligible for incentives, a project application must be submitted and PG&E must inspect and approve the project prior to the removal of the existing equipment/systems and the installation of the measures; (2) the energy savings, incentives and installed costs are estimates only. (3) PG&E finalizes the incentive amounts after completing the project approval process. The actual incentive amount may therefore vary from the submitted amount.

Applicant Name (Print) Title Signature Date

I, the Project Sponsor, agree: to follow all guidelines and procedures established in the 2006 - 2008 Nonresidential Retrofit - Demand Response Manual. Eligibility for receipt of any incentive payments is contingent on meeting these requirements.

Project Sponsor/Self Sponsoring Applicant Name (Print) Title Signature Date

FOR PG&E USE ONLY: Project # Application No.



NONRESIDENTIAL RETROFIT AND/OR DEMAND RESPONSE - SAVINGS SUMMARY

Project Name _____ Project Sponsor _____

ENERGY EFFICIENCY AND/OR DEMAND RESPONSE MEASURE INFORMATION

Provide brief description of each measure. Indicate the measure type by choosing L for lighting, A for air conditioning and refrigeration (AC&R), O for other, and G for natural gas. Select the savings estimate type used to estimate the energy savings and demand reduction by choosing ES (energy savings estimation software) or EC (engineering calculations). Select the eligible program type NRR (Retrofit), DR (Demand Response), or NRR/DR for both. The total measure cost includes, but is not limited to, audits, design, engineering, construction, materials, permits, fees, overhead and labor. Written forms must have separate measure entries for each measure type included in the project. Provide costs for each measure.

Calculated Measures # Site Name (and ID#, if multiple sites)	Measure Type	Savings Estimate	Eligible Program	Description of the Proposed Measure	Retrofit Cost (\$)*	Incremental DR Costs**
1 _____	<input type="radio"/> L <input type="radio"/> A <input type="radio"/> O <input type="radio"/> G	<input type="radio"/> ES <input type="radio"/> EC	<input type="radio"/> NRR <input type="radio"/> DR <input type="radio"/> NRR/DR	_____	_____	_____
2 _____	<input type="radio"/> L <input type="radio"/> A <input type="radio"/> O <input type="radio"/> G	<input type="radio"/> ES <input type="radio"/> EC	<input type="radio"/> NRR <input type="radio"/> DR <input type="radio"/> NRR/DR	_____	_____	_____
3 _____	<input type="radio"/> L <input type="radio"/> A <input type="radio"/> O <input type="radio"/> G	<input type="radio"/> ES <input type="radio"/> EC	<input type="radio"/> NRR <input type="radio"/> DR <input type="radio"/> NRR/DR	_____	_____	_____
4 _____	<input type="radio"/> L <input type="radio"/> A <input type="radio"/> O <input type="radio"/> G	<input type="radio"/> ES <input type="radio"/> EC	<input type="radio"/> NRR <input type="radio"/> DR <input type="radio"/> NRR/DR	_____	_____	_____

ENERGY EFFICIENCY SAVINGS AND INCENTIVE SUMMARY

INCENTIVE RATES***

ENERGY/PERMANENT ON-PEAK DEMAND MEASURE DETAILS

Attach calculation sheets to this form and enter the energy savings and demand reduction parameters for Calculated Saving Measures below.

Lighting AC&R \$variable/ kWh
 Other Natural Gas \$variable / kWh
 \$variable / kWh
 \$variable/ therm

Energy Savings

Permanent On-Peak Demand Reduction

Calculated Measure # from above	Baseline Usage (kWh/yr or therm/yr)	Installed Usage (kWh/yr or therm/yr)	Energy Savings (kWh/yr or therm/yr)	Incentive Rate (\$/kWh or \$/therm)	Energy Incentive (\$)	Measure Cost Incentive Adjustment* (\$)	Incentive Measure Cost Adjusted* (\$)	Baseline On-Peak Demand (kW)	Installed On-Peak Demand (kW)	On-Peak Demand Reduction (kW)
1										
2										
3										
4										

Estimated Energy Savings Totals _____ kWh
 _____ therms
 Estimated Total Incentive \$ _____
 Total Project Cost \$ _____
 On-Peak Demand Reduction _____ kW

*An energy efficiency measure's incentive cannot exceed 50% of the measure's cost and the total site incentive cannot exceed the Project Site Cap for single site applications.

**A Demand Response measure cannot exceed 100% of the incremental DR cost.

***Advanced Lighting Technology IProgram ncentive rates can vary from project to project.

LCO Segment Lead Approval: _____ Peter Turnbull Date: _____



DEMAND RESPONSE DISPATCHABLE PEAK DEMAND REDUCTION SUMMARY

Project Name _____ Project Sponsor _____

DEMAND RESPONSE DISPATCHABLE PEAK DEMAND REDUCTIONS MEASURE DETAILS

Measure #	Baseline Demand (kW)	Dispatch Peak Demand Reduction (kW)	Incentive Rate (\$/kW)	Demand Incentive (\$)	Measure Cost Adjustment (\$)**	Incentive Measure Cost Adjusted (\$)**	Demand Response Peak Demand Reduction rates	
							Type	Rate
1			\$100					
2			\$100				Lighting	\$100/kW
3			\$100				AC&R	\$100/kW
4			\$100				Other	\$100/kW
			TOTALS					

• Dispatchable Peak Demand Reduction	_____ kW
• DR Incremental Project Costs	\$ _____
Demand Response Total Incentive	\$ _____

DR Peak Eligibility - Measures that reduce dispatchable demand on weekdays between 12:00 noon and 6:00 p.m. from May 1 through October 31 (excluding holidays) are eligible for Demand Response Incentives. The site must have an interval meter and readings will be taken at post-installation inspection to accurately determine the dispatchable on-peak load. Measures incentives are eligible up to 100% of the Incremental DR costs.

An applicant's eligibility for DR - All commercial, industrial and agricultural customers who: 1) receive retail electric service from PG&E, 2) have had a maximum demand greater than or equal to 200kW within the last 12 billing months, and 3) have an existing electric meter that is capable of recording usage in 15 minute intervals and that can be read remotely by PG&E are eligible for participation as a customer.

A measure's eligibility for DR - Eligible DR measures include the installation of new retrofit equipment or control software that allows the customer to temporarily reduce or shift a site's on-peak load in response to a dispatch order. All incentive payments will be based on the Dispatchable On-Peak Load Reduction which is defined as existing average load that, upon request, could be temporarily reduced for the operation day's entire on-peak period or temporarily shifted from the operation day's on-peak period to the partial-peak or off-peak periods. Permanent load shifts and reductions, including but not limited to thermal energy storage, are not eligible. DR Measures involving new construction, generation, co-generation, or fuel-switching are not eligible.

Incentive Payments for DR - Incentive payments will be made in installments at several points in the process, including after approval of the Installation Report (IR), load reduction verification, and Demand Response Program enrollment. Please see 2006 NRR-DR Procedures Manual for more information.

Attach Demand Reduction Calculation Sheets, or Application will be rejected. Calculations must include loads, load profiles, operating conditions, and any other relevant information.

Peak Demand Period - Weekdays 12:00 noon and 6:00 p.m. from May 1 through October 31 (excluding holidays)