



NONRESIDENTIAL NEW CONSTRUCTION FORM

NRNC

PROJECT INFORMATION

Check if participating in
PG&E Local Gov't/Statewide Partnership

Project Name _____

Project Site Address _____ City _____ State _____ Zip _____

Contact Name (if different from Applicant name) _____ Title _____
() ()

Contact Telephone Number _____ Contact Fax Number _____ E-Mail Address _____

Bldg. Description / Type	Gross Sq. Ft.	Conditioned Sq. Ft.	Est. Construction Completion Date
Project Type:	Project Status:		
<input type="checkbox"/> New Construction, including additions	<input type="checkbox"/> Early in design phase		
<input type="checkbox"/> Renovation/remodel, including tenant improvement	<input type="checkbox"/> Design changes for increased energy efficiency are feasible		
Property Type:			
<input type="checkbox"/> Large Commercial / Institution	<input type="checkbox"/> Retail / Hospitality	<input type="checkbox"/> Fabrication / Heavy Industry	<input type="checkbox"/> Schools (K-12) / Private
<input type="checkbox"/> Hi-Tech / Bio-Tech	<input type="checkbox"/> Medical / Hospital	<input type="checkbox"/> Food Processing / Agricultural	<input type="checkbox"/> Universities / Colleges
<input type="checkbox"/> Water / Wastewater Treatment	<input type="checkbox"/> Other (Specify: _____)		

DESIGN TEAM INFORMATION

I request that a PG&E representative contact the following design professionals to obtain additional information regarding my project:

ARCHITECTURAL FIRM _____ Address, City, State, Zip _____

Contact Name _____ Contact Telephone _____ E-mail Address _____

MECHANICAL ENGINEERING FIRM _____ Address, City, State, Zip _____

Contact Name _____ Contact Telephone _____ E-mail Address _____

ELECTRICAL ENGINEERING FIRM _____ Address, City, State, Zip _____

Contact Name _____ Contact Telephone _____ E-mail Address _____

OTHER _____ Address, City, State, Zip _____

Contact Name _____ Contact Telephone _____ E-mail Address _____

INTEREST IN PARTICIPATION

I would like to participate in Pacific Gas and Electric Company's Customized Energy Efficiency/Demand Response Incentive. I understand that the Incentive is funded by utility customers through the Public Purpose Programs surcharge. I am interested in improving the energy efficiency of my project using design assistance and the financial incentives available.

I agree to provide the required documentation as requested. I am willing to consider efficiency recommendations which may improve the performance of my project significantly beyond 2005 Title 24 (or other baseline) requirements.

I understand that participation is voluntary and that I am under no obligation to modify the design or construction of my building based on resulting recommendations. I also understand that I will receive financial incentives only if I complete an agreement, my eligibility is established by PG&E, the performance of my building meets the requirements, and the energy efficiency strategies are installed and verified.

Applicant (Customer/Building Owner) Name (Please Print) _____ Title _____

Signature _____ Date _____

FOR PG&E USE ONLY: Project No. _____ **Application No.** _____



"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. Funding for this program is provided by California utility customers and administered by PG&E, under the auspices of the California Public Utilities Commission.



**PACIFIC GAS AND ELECTRIC COMPANY
CUSTOMIZED ENERGY EFFICIENCY
INCENTIVE PROGRAM**

**2009
INCENTIVE
APPLICATION**

SECTION 1 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 (Select ONLY One) <input type="checkbox"/> Employer ID Number (EIN) <input type="checkbox"/> Federal Tax ID <input type="checkbox"/> SSN Tax Identification Number _____	Tax Status (Select ONLY One) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-Corp <input type="checkbox"/> Exempt Exempt Reason _____
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SECTION 2 PROJECT TYPE(S)

- | | |
|--|---|
| NONRESIDENTIAL
<input type="checkbox"/> NEW CONSTRUCTION/ADDITION (Attach NRNC Form)
<input type="checkbox"/> Design Team (Attach NRNC-DT Form if applicable)
<input type="checkbox"/> RENOVATION/RETROFIT (Attach NRR Form) | RESIDENTIAL NEW CONSTRUCTION
<input type="checkbox"/> ENERGY STAR® Performance Method (Attach RNC-ES Form)
<input type="checkbox"/> New Solar Homes Partnership Performance Method (Attach RNC-NSHPPM Form)
<input type="checkbox"/> Prescriptive Method (Attach RNC-PC Form) |
|--|---|

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

SECTION 3 PAYMENT (Party Receiving Incentive OTHER THAN Applicant)

CHECK SHOULD BE MADE PAYABLE TO: *(NOT APPLICABLE FOR RESIDENTIAL NEW CONSTRUCTION)*

Payee: Customer / Business Name _____ Telephone Number _____ Fax Number _____
() ()

Mailing Address _____ City _____ State _____ Zip _____

Contact Name _____ Title _____ E-mail _____

Tax Identification Type (Select ONLY One) <input type="checkbox"/> Employer ID Number (EIN) <input type="checkbox"/> Federal Tax ID <input type="checkbox"/> SSN Tax Identification Number _____	Tax Status (Select ONLY One) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-Corp <input type="checkbox"/> Exempt Exempt Reason _____
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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 _____

SECTION 4 AGREEMENT

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES. 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 _____
X _____
 Signature _____ Date _____

FOR UTILITY USE ONLY

TM PM ID _____ Project Manager Name _____
 AS Rep ID _____ AS Rep Name _____
 Rep Phone # _____
 Service Code _____ Date Received _____

SEE TERMS AND CONDITIONS ON THE FOLLOWING PAGES

FOR PG&E USE ONLY: Project No. _____ **Application No.** _____ **CA No.** _____

2009 INCENTIVE APPLICATION INSTRUCTIONS

SELECT THE APPROPRIATE FORMS

All applicants must submit a Customized ENERGY EFFICIENCY 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 Form

Residential New Construction Projects

ENERGY STAR® Performance Method – Attach RNC-ES Form

New Solar Homes Partnership Performance Method - Attach RNC-NSHPPM Form

Prescriptive Method – Attach RNC-PC Form

Demand Response Programs

The Technology Incentive (TI) program's objective is to provide cash incentive payments for the installation of equipment or control software supporting Demand Response (DR). By promoting enabling technologies, PG&E helps its customers keep California's energy grid operating under extreme conditions.

The 2009 TI program is not accepting incentive applications until the CPUC approves PG&E's proposed program and budget for 2009-2011. When the CPUC approves the proposed program design and funding for TI, PG&E will issue a new NRR – DR application that will include incentive application information for the TI program. For information on PG&E DR programs, please visit www.pge.com

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. Residential New Construction applicants complete sections 1,2 and 4 only.
- 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

CONTACT PG&E BEFORE SUBMITTING YOUR INFORMATION

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

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.

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



2009 INCENTIVE APPLICATION TERMS AND CONDITIONS

TERMS AND CONDITIONS

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

1. I meet the Customized Energy Efficiency 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.

Continued on Page 4



Terms and Conditions Continued from Page 3

- 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.** Energy savings for which incentives are paid cannot exceed the actual usage provided by PG&E. Non-utility supply, such as cogeneration or deliveries from another commodity supplier, does not qualify as usage from PG&E (with the exception of Direct Access customers or customers paying departing load fees for which the utility collects PPP or PGC charges).
- 13.** 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.
- 14.** 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, may be eligible for incentives.
- 15.** Specific restrictions may apply to each energy efficiency system, as outlined in the instructions and attached project forms.
- 16.** 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.
- 17.** PG&E may suspend or terminate the Agreement, without cause, upon written notice to me.
- 18.** 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.
- 19.** I understand once an acknowledgement 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 may only resubmit an Application for the same project in the same program, under specific circumstances approved by the Program Manager.

