

# 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

- ☐ All non-residential customers who receive electric service 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 prior to incentive payment and by October 31, 2027

## 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)
- ☐ 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) and solution is listed on OpenADR Alliance certified products website.
- ☐ Must have previously demonstrated DR capability.
- ☐ Must be under manufacturer warranty for a minimum of three years.
- ☐ Must have ability to poll PG&E's virtual top node on a ten-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.



## 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. The ADR Program Manual has further details and can be found at [www.pge.com/adr](http://www.pge.com/adr). 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 application projects with incentives paid in two installments (60/40% split) and at least five years for Standard application projects with incentives paid in one installment (100%); 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 prior to incentive payment and by October 31, 2027.
4. **PROJECT APPROVAL AND PRODUCT QUALIFICATION.** Projects must receive PG&E Project Approval. 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 Project Approval or October 31, 2027, whichever is first. Extensions for new construction or required long lead time projects may be granted 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], 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 Incentives are eligible to cover up to 75 percent of eligible ADR Project costs and are paid in two installments (60/40% split), or fully payable after successful Project installation and verification for FastTrack projects and Standard projects participating in at least five years in qualified DR programs. Incentives 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 Manual.
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 ADR Manual and requested by PG&E must be submitted.
13. **ENERGY BENEFITS AND INCENTIVE REDUCTION.** Project incentives are made in consideration of PG&E receiving 100 percent of the related load reduction over the life of the completed Project: 7.5 years. Incentive reduction can be triggered for the following reasons: If Projects do not deliver the 100 percent benefit, are not enrolled in an eligible DR Program, discontinue its retail electric service or time of use rate, or if the Customer no longer pays the public purpose fund surcharge. Under these circumstances, PG&E could reduce the payable incentive, or if already paid, PG&E shall demand from the Customer and/or PS a prorated amount of the Project Incentive for the time PG&E did not receive the Projects' load reductions.
14. **CONFIDENTIALITY AND PRIVACY.** 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. Privacy is a priority for PG&E, and we take efforts to protect the information we hold about Customers. PG&E's Privacy Notice is found at [www.pge.com/en/privacy-center/privacy-policy.html](http://www.pge.com/en/privacy-center/privacy-policy.html), which addresses information obtained from California consumers, PG&E customers, website visitors and mobile application users and explains how we treat personal information that we collect and use about Customers.
15. **CPUC RIGHTS.** These terms and conditions can be modified anytime by the CPUC. The CPUC Energy Division will review and approve Projects at their discretion. All Project information, results, reports, energy usage data, or other related documentation shall be made available to the CPUC upon request.
16. **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.
17. **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.
18. **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.
19. **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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. TAX LIABILITY.** PG&E will report incentives greater than \$600 as income on the IRS 1099 unless the "Corporation" or "Exempt" tax status box is marked.
- 27. 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 project applications. PS will inform Customers of the participation requirements and will include that information in writing at the time the Project is approved. The minimum time requirement starts when PG&E provides incentive payment approval. For fully paid projects, if a Project does not fulfill its obligations, PS will be responsible for repayment of all or a prorated amount of the incentive to PG&E or can be off-set against other project payments PS receives. PS must remit or agree to a repayment approach to PG&E within 30 days of being notified.