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| **Section 1 - Customer Information** |

SDG&E customers applying directly for the program must complete section A. Customer’s Authorized Agent applying on behalf of the customer must complete Parts A and B.

1. **Customer [To be completed by Customer or Customer’s Authorized Agent]**

|  |  |  |
| --- | --- | --- |
| Company/Business Name | Contact Name | Title |
|  |  |  |
|  |  |  |
| Company/Business Mailing Address | City | State ZIP |
|  |  |  |
|  |  |  |
| Contact Phone Number | Contact E-mail Address |  |
|  |  | |

1. **Customer’s Authorized Agent [To be completed by Customer’s Authorized Agent]**

|  |  |  |
| --- | --- | --- |
| Authorized Agent Business Name | Contact Name | |
|  |  | |
|  |  |  |
| Authorized Agent Mailing Address | City | State ZIP |
|  |  |  |
|  |  | |
| Authorized Agent Phone Number | Authorized Agent E-mail Address | |
|  |  | |

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| **Section 2 - Project Site Information** |

This section is for a single project site.

For more than one project site, please create a separate application.

|  |  |  |  |
| --- | --- | --- | --- |
| Project Name | Account Number | Service Address | ZIP Code |
| ***EXAMPLE Store #1234*** | ***3-000-0000-00*** | ***111 Main St.*** | ***91001*** |
|  |  |  |  |
|  |  |  |  |
| Rate | NAICS Code | Year Built | Total Sq Ft./Facility |
| ***TOU-8*** | ***33*** | ***1950*** | ***10,000*** |
|  |  |  |  |
|  |  |  |  |
| Days & Hours of Operation | Site Contact Name | Site Contact Ph. Number | Contact E-mail Address |
| ***M-F 6am-11pm*** | ***Victor Johnson*** | ***626-555-0901*** | ***vjohnson@tdi.com*** |
|  |  |  |  |

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| **Section 3 - Summary of the Scope of Work** |

List a general description of the proposed system, expectations and overall benefits of applying for this program

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| **Section 4 - Feasibility Study Information** |

An engineering Feasibility Study will be required for all customers applying for this program. This study is to provide an evaluation of the technical feasibility and economic viability of installing a new Thermal Energy Storage (TES) system at the customer site. The study is to be completed by a professional Mechanical Engineer, licensed and registered in the State of California. Refer to the PLS Program Guidelines (www.sdge.com/pls) for Feasibility Study requirements.

|  |  |
| --- | --- |
| Have you identified who will perform the Feasibility Study for this project? |  |
| What is the name of the Engineering Firm performing the Study? |  |
| What is the expected Feasibility Study submittal date? |  |

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| **Section 5 - New Equipment Incentive Calculations** |

Refer to the PLS program Handbook ([www.sdge.com/pls](http://www.sdge.com/pls)) for program eligibility, requirements and incentive amount. Read the eligibility requirements before proceeding with our equipment purchase. Thermal Energy Storage Systems installed before applying for the Permanent Load Shifting Program will not be eligible for incentives.

|  |  |  |
| --- | --- | --- |
| **Project Information** | **Example** |  |
| Has the TES System already been installed? | *NO* |  |
| What is the date of Actual or Proposed Installation? | *12/11/2014* |  |
| What is the Estimated Project Cost? (OPTIONAL) | *$50,000* |  |

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| **Section 5 Cont’d – New Equipment Incentive Calculations** |

**Incentive Calculation**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | |  |  |  | |  | Estimated Cooling Load Shift (kW) | Incentive $ Per kW | Incentive Total |
| **EXAMPLE** | |  |  | Max Annual Demand (kW) | | Estimated Cooling Load Shift (kW) = A | | A X | B | = C |
|  |  | |  | *1500* | | *500* | | *500* | *$875.00* | *$437,500.00* |
|  |  | |  |  | |  | |  |  |  |
|  |  | |  |  | |  | |  |  |  |

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| **Section 6 – Equipment Ownership** |

Select who will be the owner of the Thermal Energy Storage System installed

1. **Customer**
2. **Other (Please Specify \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

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| **Section 7 – Payment Information and Customer Acknowledgement** |

Complete the section below to let us know how you would like to be paid.

1. **FORM OF PAYMENT (Please check one)**

**If you answered A on Section 6, select this option**

Incentive Check to Customer [Complete B and C]

**If you answered B on Section 6, select this option**

Incentive Check to third-party Payee (e.g., contractor) [Complete B, C, and D. Note: Provide third-party Payee information in section C]

1. **PAYEE INFORMATION**

Check here if Payee is same as Section 1, Part A (if Payee Customer) or Part B (if Payee is Customer's Authorized Agent). Complete below if you answered B on Section 6, Payee Name should be the owner of the Thermal Energy Storage equipment.

|  |  |  |
| --- | --- | --- |
| **Section 7 Cont’d – Payment Information and Customer Acknowledgement** | | |
| Payee-Customer Business Name | Attention To (Name to be printed on check. Use only if required) | Title |
|  |  |  |
|  |  |  |
| Company/Business Mailing Address | City | State ZIP |
|  |  |  |
|  |  |  |
| Contact Phone Number | Contact E-mail Address |  |
|  |  | |

1. **PAYEE TAX IDENTIFICATION TYPE (Please Check one)**

**Federal Tax ID/Employer ID Number [EIN]  Social Security Number [SSN]**

|  |  |  |  |
| --- | --- | --- | --- |
|  | |  |  |
| Identification Number |  | | Identification Number |

**D. PAYEE TAX STATUS (Please Check one)**

**Corporation/LLC**  **Individual/Sole Proprietor/General Partnership**

**Tax-exempt/Non-profit**

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|  |
| Exempt Reason |

I understand that incentives may be subject to income tax, and if greater than $600 could be reported to the IRS unless the payee (i.e., the party receiving the incentive) is exempt. As part of a completed application package, the payee will be required to submit to SDG&E a complete W-9 (Request for Taxpayer Identification Number and Certification) and CA-590 (California Withholding Exemption Certificate) to confirm their tax status. SDG&E could report incentives as income on IRS form 1099 based on tax status reflected on W-9 and CA-590. I understand that payees should consult their tax advisor concerning the taxability of incentives, and that SDG&E is not responsible for any taxes that may be imposed due to program incentive payment(s).

1. **PAYMENT RELEASE AUTHORIZATION (PLEASE COMPLETE THIS SECTION IF A CUSTOMER AUTHORIZED AGENT IS TO RECEIVE THE CHECK)**

As the Customer, I am authorizing this payment of my incentive to the Payee named in Section 7, Part B, above, and I understand that I will not be receiving the incentive check from SDG&E. I also understand that my release of this payment to the Payee does not exempt me from the requirements outlined in the Application package.

|  |  |  |  |
| --- | --- | --- | --- |
| **Customer Name (Please Print)** | **Signature** | **Title** | **Date** |
|  |  |  |  |

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| **Section 8 – Application Checklist** |

Required documentation to be submitted with your completed application:

1. Payees (Section 7, Part B of this application) must submit a completed W-9 and CA-590. If Payee is an SDG&E Partnership partner, only submit a completed W-9.
2. For all Projects you must submit:

Tax ID Information - For the party receiving incentives ("Payee").

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| **Section 9 – Incentive Checklist** |

Required documentation to be submitted to receive incentives:

1. Proof of Payment - Submit an Invoice, a Purchase Order, or a Lease Agreement. See below for what each must include.

|  |  |  |
| --- | --- | --- |
| Invoice/Store Receipt must include: | Purchase Order must Include: | Lease Agreement must Include: |
| * Date of Purchase * Full description of new equipment * Vendor contact name, job title, contact info, address * Invoice # * Page # of # * Labor Cost detail (include hourly or per unit rate, classification of work) * Sub-contractor invoices | * Date of order or delivery * Payment Forms * Customer’s (Section 1, Part A) signature | * Lease start date and   length   * Payment terms * Customer's (Section 1,   Part A) signature |

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| **Section 10 - Applicant Agreement Regarding Program Terms and Conditions** |

I, the Applicant (and Customer's Authorized Agent of the Applicant, if applicable), hereby agree (the “Agreement”) to the following terms and conditions to my participation in: Permanent Load Shifting Program.

The PLS Program is identified and further described in the appropriate Permanent Load Shifting Program Guidelines (www.sdge.com/pls), as applicable.

|  |  |
| --- | --- |
| 1. Incorporation by Reference: The Application (together with all applicable attachments) is hereby incorporated by reference into, and made a part of, this Agreement. 2. Limitation on Funding Availability: Each Program has limited funding and is offered on a first-come, first-served basis until funding is depleted or the Program is terminated, whichever comes first. I further understand that submission of this Application is not a guarantee of payment by SDG&E, nor is it a guarantee of fund availability. Upon SDG&E’s approval of this Application and SDG&E’s execution of a Program project agreement, incentive funds will be reserved by SDG&E; however, payment of any incentive is subject to a Post-install Inspection and final approval from the utility. 3. Changes to Program: Funding and conditions of the Program is 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. I understand that if the Program is modified in any way or terminated by order of any government entity, then this Agreement shall be revised or terminated consistent with that order. In addition, SDG&E may suspend or terminate any agreement related to the Program without cause (and without prior written notice) if SDG&E determines suspension or termination of the agreement is necessary in order to make changes to the related Program or if SDG&E is ordered by the CPUC to modify or discontinue a Program and/or any agreements related to a Program. I agree that SDG&E will not be liable for any damages or compensation of any kind that may result from the changes described in this paragraph 3. 4. Right of Assignment: SDG&E may assign any agreement related to my participation in a Program, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without my prior written consent, provided SDG&E remains obligated for payments incurred prior to the assignment. I may not assign this Application, in whole or in part, or my rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SDG&E. 5. Site Access Requirements: The Program may require installations, audits, inspections, measurements of the   performance of the project, and/or verification of installation of the system. Therefore, I agree to provide reasonable access to the project site(s) for these purposes to SDG&E and/or its agents, assigns, or contractors and the CPUC and/or its agents or assigns.   1. Authorized Services: I understand that SDG&E employees, contractors and/or agents are authorized to provide only the services described in this Application for the Programs. SDG&E assumes no responsibility for any services, installations, improvements or equipment offered or provided to me by an SDG&E employee, contractor or agent other than those specified in this Application or that have not been authorized by SDG&E. | 1. Release and Use of Information: I authorize SDG&E to release my contact and other relevant information to SDG&E’s employees, contractors and/or agents for purposes related to my participation in the Program(s). I further authorize SDG&E’s employees, contractors and agents to contact me with regard to the initiation, performance, and/or verification of any of the terms and conditions of the applicable Program. 2. Calculation of Energy Savings: SDG&E will not pay incentives for any energy savings in excess of the actual annual amount of my electricity usage at each SDG&E service account for which incentives are requested. 3. Equipment Eligible for Incentives: Equipment must meet existing building code standards for existing and new construction. Be commercially available and have a proven track record within the marketplace, have a 5-year warranty from the TES vendor. Refurbished equipment is not eligible for Program incentives with exception of refurbished tanks. 4. Method for Calculation of Incentive Payments: I understand that SDG&E pays up to $875/kW (not to exceed 50% of the actual final installed total equipment cost). Permanent Load Shifting Incentives payments to an individual SDG&E customer cannot exceed $1.5 million per program cycle 2012-2014. Customers will be issued qualified incentive payout after the Thermal Energy Storage (TES) system has been installed and has passed all the necessary Post-install Inspection requirements and receives final approval from the utility. 5. Limitations on Incentive Payments: To be eligible for Program incentives, I understand that if I am not in good standing on all of my service accounts and contracts with SDG&E or do not meet the program requirements; SDG&E may hold my incentives or apply them towards amounts I owe to SDG&E. I agree that I have not and will not apply for or receive rebates, incentives or services for the solution(s) covered by this Application from any other utility, state or local program funded by the Public Goods Charge (PGC). I further agree that I will not apply or receive rebates, incentives, or services for the incentive(s) covered by this Application in an amount greater than the total cost of the solution(s). Because the Programs are funded by California utility ratepayers and administered by SDG&E under the auspices of the CPUC, I may face adverse consequences (i.e., a requirement that I return payments that were made to me or a restriction on my eligibility to participate in other programs) if I violate these restrictions. |

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| **Section 10 Cont’d - Applicant Agreement Regarding Program Terms and Conditions** |

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| 1. Estimated Savings May Not Equal Actual Savings: I understand that all energy savings, incentives, and installed costs provided by SDG&E during the Program Application process are estimates only, and are subject to change based on SDG&E review and approval and that I am solely responsible for the selection, purchase, installation and ownership of the equipment and services under the Programs. 2. Energy Benefits: As a qualified SDG&E customer, I certify that the indicated energy savings products are for use in my project site and not for resale. I agree to provide SDG&E with documents establishing paid proof of purchase and installation of the Thermal Energy Storage (TES) system applied for in this Application. I understand the incentive payments are based on related energy benefits over the life of the product. I agree that if (a) I do not provide SDG&E with 100% of the related energy benefits specified in the rebate form for the life of the product or for a period of five (5) years from receipt of rebate, whichever is less, or (b) I cease to be a customer of SDG&E during said time period, I shall refund a prorated amount of rebate dollars to SDG&E based on the actual period of time for which I provided the related energy benefits as an electric customer of SDG&E. | 1. Risk Allocation: I UNDERSTAND THAT SDG&E MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING MANUFACTURERS, DEALERS, CONTRACTORS, MATERIALS OR WORKMANSHIP, OR REGARDING SELECTION OR QUALIFICATION OF CUSTOMER AUTHORIZED AGENTS. I ALSO UNDERSTAND, AND HAVE CAUSED MY CUSTOMER AUTHORIZED AGENT (IF ANY) TO UNDERSTAND, THAT SDG&E MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, USE, OR APPLICATION OF THE PRODUCTS OR SOLUTIONS. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, AND HEREBY RELEASE SDG&E, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EACH OF THEM, FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, EXPENSES, AND LIABILITY (LEGAL, CONTRACTUAL, OR OTHERWISE), WHICH ARISE FROM OR ARE IN ANY WAY CONNECTED WITH ANY OF THE PROGRAMS. |

**MUST BE COMPLETED BY APPLICANT**

**I hereby acknowledge the following:**

By checking this box, I confirm that I will use an appropriately licensed contractor, where applicable, and will obtain all required permits for this installation.

**I hereby acknowledge the following (check ONLY ONE of the following options):**

I am SELF-ADMINISTERING this project. Upon project approval, if applicable to requested Program, I intend to enter into an agreement with SDG&E for delivery of energy savings/cooling load shift resulting from the installation of TES system at the project site listed in Section 2 of this Application.

**Verification and Certification:** I affirm that I am authorized to enter into this Agreement and that I have read, understand, and agree to all of the specific terms, conditions and other requirements and restrictions set forth in this Agreement for the Program in this Application for my participation. I certify that the information I have provided in the Application that accompanies this Agreement is true and correct, and the project for which I am requesting Program funding meets all applicable requirements as set forth in this Application. Furthermore, I understand and agree that I meet all eligibility requirements for participation in the Program for which I am applying. SDG&E reserves the right to request additional information to verify Applicant’s eligibility to participate in the Program.

|  |  |  |  |
| --- | --- | --- | --- |
| **Customer Name (Please Print)** | **Signature** | **Title** | **Date** |
|  |  |  |  |
|  |  |  |  |
| **Customer Name (Please Print)** | **Signature** | **Title** | **Date** |
|  |  |  |  |

***Return electronic copy of the completed form by email and hard copy with signature by U.S. mail to:***

|  |  |  |  |
| --- | --- | --- | --- |
| **SDG&E PROGRAM CONTACT INFORMATION** | | | |
| Contact | **SDG&E Demand Response Programs** | | |
| Phone  Fax  Email | **866-377-4735**  **858-385-3950**  [**DRP@semprautilities.com**](mailto:DRP@semprautilities.com) | Address | **8335 Century park Ct. CP12C**  **San Diego, CA 92123** |