

PALM DESERT PARTNERSHIP PROGRAM COMMERCIAL INCENTIVES

2011 Application

January 1, 2011 – December 31, 2012

Get more efficient and save more money.



Palm Desert Energy Partnership



Energy Management Solutions Incentives Application for Business Customers

Follow the simple steps below to complete your Incentives Application:

STEP 1 Get Started

Use your SCE bill to help you complete the following sections:

- 1 Customer Information
- 2 Project Site Information

STEP 2 Select Your Solutions

Refer to the Energy Management Solutions Guide, your project proposal and/or Demand Response (DR) Technical Audit to complete the appropriate sections:

- | | |
|---|--|
| <ul style="list-style-type: none"> EE Express Solutions <ul style="list-style-type: none"> 3 Express Solutions EE Customized Solutions <ul style="list-style-type: none"> 4 Customized Solutions 5 Customized Solutions: Energy Savings and On-Peak Demand Reduction | <ul style="list-style-type: none"> DR Technology Incentives <ul style="list-style-type: none"> 6 Technology Incentives 7 Technology Incentives: Peak Demand Reduction |
|---|--|

STEP 3 Submit Completed Application

Tell us how you want to be paid, then read and sign the Terms and Conditions and submit the completed application with required supporting documents.

- 8 Payment Information and Customer Acknowledgement
- 9 Terms and Conditions

1 Customer Information

If you are an SCE customer submitting a project on your own, complete part A.
 If you are an Authorized Agent such as a contractor or equipment installer submitting this application on behalf of the customer, complete both parts A and B.

A. Customer (applicant)

[Submitting a project on your own]

Company/Business Name	Contact Name	Title	
<input type="text"/>			
Company/Business Mailing Address	City	State	ZIP
<input type="text"/>			
Contact Telephone Number	Contact Fax Number	Contact E-mail Address	
<input type="text"/>			

B. Authorized Agent

[Contractor and/or equipment vendor submitting application on behalf of the customer]

Authorized Agent Business Name	Contact Name		
<input type="text"/>			
Authorized Agent Mailing Address	City	State	ZIP
<input type="text"/>			
Authorized Agent Telephone Number	Authorized Agent Fax Number	Authorized Agent E-mail Address	
<input type="text"/>			

FLIP OPEN

UPN #	SCE Engineer	Rep Name	Partnership Name (if applicable)	Notes/Additional Info	TR
Palm Desert Partnership - 201					
<input type="checkbox"/> Express Installed <input type="checkbox"/> Express to be Installed <input type="checkbox"/> Customized <input type="checkbox"/> Technology Incentives					

2

Project Site Information

This section is for one project site where qualifying solutions will be installed.

- Please refer to your SCE bill for your Service Account Number, and to the Energy Management Solutions Guide Appendix for Building Type Code.

For more than one project site, check the Multiple Site Project box below, skip Sections 3 through 7 of this application and complete the Multiple Site/Solution Worksheet found at www.sce.com/solutions. Then go to Sections 8 and 9 to sign and complete your application. Submit the Multiple Site/Solution Worksheet and all required documents with your completed application.

Customer Reference (optional)	SCE Service Account Number	Site Address	ZIP Code	Building Type Code	Year Built	Total Sq Ft/ Facility	Site Contact Name	Site Contact Phone Number	E-mail Address
EXAMPLE Project Name	3 - 000 - 0000 - 00	111 Main St	91001	33	1950	10,000	Victor Johnson	626-555-0901	vjohnson@tdi.com
	3 - _ _ _ - _ _ _ - _ _								

Multiple Site Project

3



Express Solutions

Refer to the Energy Management Solutions Guide or www.sce.com/solutions for Solution Codes, Solution Descriptions, Incentive Amounts and Program and Equipment Eligibility Requirements. Then calculate your Express Solutions incentive total. For more than five solutions, check the Multiple Solutions box below, skip Section 3 of this application and complete the Multiple Site/Solution Worksheet found at www.sce.com/solutions.

NOTE: Please read and answer the Express Solutions eligibility requirements and questions carefully before proceeding with your equipment purchase. Eligibility requirements and questions can be found in the Energy Management Solutions Guide Appendix and at www.sce.com/solutions.

							Express Solutions Calculation			
Solution Code	Solution Description	Has the solution already been installed?	Date of Actual or Proposed Installation	Description of Replaced Equipment (e.g., lighting type, wattage, model #, # of units)	Unit of Measure (e.g., lamp, fixture, sq ft, hp)	Number of Units Installed	Incentive \$ Per Unit	Incentive Total		
						A	X	B	=	C
EXAMPLE LT-58109	T8 Lamps and Electronic Ballasts—8-foot	YES* <input type="checkbox"/> NO <input checked="" type="checkbox"/>	10/21/09	120-F40T12 Cool White	Lamp	80	\$9.00	\$720.00		
		YES* <input type="checkbox"/> NO <input type="checkbox"/>								
		YES* <input type="checkbox"/> NO <input type="checkbox"/>								
		YES* <input type="checkbox"/> NO <input type="checkbox"/>								
		YES* <input type="checkbox"/> NO <input type="checkbox"/>								
		YES* <input type="checkbox"/> NO <input type="checkbox"/>								

Multiple Solutions (more than five)

TOTAL

*If YES, please include/submit the following: 1) Invoice receipt(s), and 2) Specification sheet(s) for installed incentive(s) from vendor.

NEXT PAGE



If you are submitting this application for Express Solutions incentives only, stop here. Then go to Sections 8 and 9 to sign and complete this application.



Customized Solutions

Incentives for Energy Efficiency (EE) Customized Solutions are based on a calculated approach to energy savings and demand reduction. If your project includes EE Customized Solutions, complete the table below. For more than five solutions, check the Multiple Solutions box below, skip Sections 4 and 5 of this application, and complete the Multiple Site/Solution Worksheet found at www.sce.com/solutions.

- Refer to your Energy Management Solutions Guide for the Solution Code, Solution Description, and Program and Equipment Eligibility requirements.
- To obtain a Description of Existing Equipment refer to either a) energy savings report from the Energy Management Online Application Tool found at www.sce.com/solutions, or b) your project proposal.

Line #	Solution Code	Solution Description	Description of Existing Equipment
	EXAMPLE LT-17492	Interior lighting fixture replacement—LED fixture	Incandescent lighting
1			
2			
3			
4			
5			

Multiple Solutions (more than five)

ESTIMATED PROJECT COMPLETION DATE



Customized Solutions: Energy Savings and On-Peak Demand Reduction

For the corresponding line from Section 4, refer to your energy savings and/or on-peak demand reduction calculations from the Energy Management Online Application Tool at www.sce.com/solutions or your project proposal to complete the table below.

- Attach quote for projected equipment installation costs and equipment specifications from your contractor/installation vendor and energy savings calculations with your completed application.

Line # From Sec 4	Energy Savings					On-Peak Demand Reduction					Total
	Baseline Usage (kWh/yr)	Installed Usage (kWh/yr)	Energy Savings (kWh/yr)	Incentive Rate (\$/kWh)	Energy Incentive (\$)	Baseline On-Peak Demand (kW)	Installed On-Peak Demand (kW)	On-Peak Demand Reduction (kW)	Incentive Rate (\$/kW)	On-peak Demand Reduction Incentive (\$)	Incentive Total
	A	B	C	D	E1	A	B	C	D	E2	E1 + E2
EXAMPLE	150,000	97,000	53,000	\$0.05	\$2,650	25	24	1	\$100	\$100	\$2,750
1											
2											
3											
4											
5											
		TOTAL		TOTAL			TOTAL		TOTAL		

TOTAL ESTIMATED CUSTOMIZED SOLUTIONS PROJECT COST





Technology Incentives

DR Technology Incentives are based on a calculated approach to energy savings and demand reduction. If your project includes DR Technology Incentives, complete the table below. For more than five solutions, check the Multiple Solutions box below, skip Sections 6 and 7 of this application, and complete the Multiple Site/Solution Worksheet found at www.sce.com/solutions.

- Refer to your Energy Management Solutions Guide for the Solution Codes, Solution Descriptions, Strategies, and Program and Equipment eligibility requirements.

Line #	Solution Code	Solution Description	Strategy
	EXAMPLE DR-98812	Chiller Controls	Limit Chiller Electric Demand
1			
2			
3			
4			
5			

Multiple Solutions (more than five)

ESTIMATED PROJECT COMPLETION DATE



Technology Incentives: Peak Demand Reduction

Refer to your DR Technical Audit or project proposal to complete the table below.

- Total Project Costs include estimated or actual labor installation and equipment costs.
- DR Technology Incentives are capped at \$125/kW of measured and verified load reduction (\$300/kW for Automated Demand Response projects), and cannot exceed the actual reasonable cost of the purchase and installation of the qualifying equipment.
- Attach quote for projected equipment installation costs from your contractor/installation vendor, required invoice(s) and/or receipts, and equipment specification sheets with your completed application.
- Contact your SCE Account Representative for assistance in selecting an appropriate qualifying DR program that complements your business.

Line # From Sec 6	Auto-Demand Response?	Qualifying DR Program	Estimated Max Peak kW Reduction	Estimated Avg Peak kW Reduction	Labor Installation (\$)		Equipment (\$)		Project Cost (\$)	
					A	+	B	=	C	
	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	EXAMPLE CBP	80	68	\$5,000		\$3,500		\$8,500	
1	YES <input type="checkbox"/> NO <input type="checkbox"/>									
2	YES <input type="checkbox"/> NO <input type="checkbox"/>									
3	YES <input type="checkbox"/> NO <input type="checkbox"/>									
4	YES <input type="checkbox"/> NO <input type="checkbox"/>									
5	YES <input type="checkbox"/> NO <input type="checkbox"/>									
TOTAL									TOTAL	

8 Payment Information and Customer Acknowledgement

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

A. FORM OF PAYMENT (Please check one)

- Check to Customer [Complete B and C.]
- Utility Bill Credit to Customer [Complete C and D.]
- Check to third-party Payee (e.g., contractor) [Complete B, C, and E. Note: Provide third-party Payee information in Section C.]

B. PAYEE INFORMATION Check here if Payee Information is same as Section 1

Payee-Customer/Business Name	Contact Name	Title		
<input type="text"/>				
Company/Business Mailing Address	City	State	ZIP	
<input type="text"/>				
Contact Telephone Number	Contact Fax Number	Contact E-mail Address		
<input type="text"/>				

C. TAX IDENTIFICATION TYPE (Please check one)

Identification Number

- Federal Tax ID
- Social Security Number [SSN]
- Employer ID Number [EIN]

TAX STATUS (Please check one)

- Corporation
- Non-Corp
- Individual/Sole Proprietor
- Tax-exempt, Non-profit

Exempt Reason

I understand that incentives are taxable, and if greater than \$600 will be reported to the IRS unless the payee (i.e., the party receiving the incentive) is exempt. The payee will be required to submit to SCE a complete W9 for tax purposes. SCE will report incentives as income on IRS form 1099 unless the "Corporation" or "Tax- exempt, Non-profit" tax status box (above) has been checked. I understand that payees should consult their tax advisor concerning the taxability of incentives, and that SCE is not responsible for any taxes that may be imposed due to program incentive payment(s).

D. UTILITY BILL CREDIT (PLEASE COMPLETE THIS SECTION IF YOU PREFER PAYMENT IN THE FORM OF A BILL CREDIT TO THE CUSTOMER OF RECORD)

Service Account Number	Customer Account Number
3- <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>	2- <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

E. PAYMENT RELEASE AUTHORIZATION (PLEASE COMPLETE THIS SECTION IF AN AUTHORIZED AGENT IS TO RECEIVE THE CHECK)

As the Customer, I am authorizing this payment of my incentive to the Payee named in Section 8, Part B, above, and I understand that I will not be receiving the incentive check from SCE. 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
<input type="text"/>			

Would you like more information about Demand Response options and/or other SCE programs that you read about in the Energy Management Solutions Guide? Check all that apply.

<input type="checkbox"/> Demand Response Programs (please specify)	<input type="checkbox"/> California Solar Initiative	<input type="checkbox"/> Other (please specify)
<input type="text"/>	<input type="checkbox"/> Savings by Design	<input type="text"/>
	<input type="checkbox"/> OnBill Financing	
	<input type="checkbox"/> ENERGY STAR® Benchmarking	

Applicant Agreement Regarding Program Terms and Conditions

I, the Applicant (and Authorized Agent of the Applicant, if applicable), hereby agree (the "Agreement") to the following terms and conditions to my participation in: (1) Express Solutions Program, (2) Customized Solutions Program, and/or (3) Demand Response (DR) Technology Incentives Program (the "Programs"). The Programs are identified and further described in the appropriate attachments to the Application, and also in the 2010 Express Procedures Manual for Business (www.sce.com/express_solutions) and the 2010 Statewide Customized Offering Procedures Manual for Business (www.sce.com/customized_solutions), as applicable.

- 1.a. **Incorporation by Reference:** The Application (together with all applicable attachments) is hereby incorporated by reference into, and made a part of, this Agreement.
- 1.b. **Incorporation by Reference—SCE Partnerships (if applicable).** To the extent Applicant is a participant in an SCE 2010–2012 Local Government or Institutional Partnership, the following shall apply: In addition to the Application, the executed agreement to jointly deliver the applicable 2010–2012 Energy Efficiency Partnership Program between Applicant and SCE (and other California utilities where applicable) (the "Partnership Agreement") shall also be incorporated into this Agreement by this reference. Should a conflict exist between the terms and conditions of this Agreement and the Partnership Agreement (including but not limited to Section 10 of this Agreement), then the terms and conditions of the Partnership Agreement shall control with respect to such conflict.
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 SCE, nor is it a guarantee of fund availability. Upon SCE's approval of this Application and SCE's execution of a Program project agreement, if applicable to the requested Program, incentive funds will be reserved by SCE; however, payment of any incentive is subject to post-installation performance verification.
3. **Changes to Program:** Funding and conditions of each Program 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. I understand that if a 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, SCE may suspend or terminate any agreement related to a Program without cause (and without prior written notice) if SCE determines suspension or termination of the agreement is necessary in order to make changes to the related Program or if SCE is ordered by the CPUC to modify or discontinue a Program and/or any agreements related to a Program. I agree that SCE 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:** SCE 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 SCE 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 SCE.
5. **Site Access Requirements:** The Program(s) I select may require installations, audits, inspections, measurements of the performance of the project measure(s) (referred to as "solution(s)"), and/or verification of installation of solutions. Therefore, I agree to provide reasonable access to the project site(s) for these purposes to SCE and/or its agents, assigns, or contractors and the CPUC and/or its agents or assigns.
6. **Authorized Services:** I understand that SCE employees, contractors and/or agents are authorized to provide only the services described in this Application for the Programs. SCE assumes no responsibility for any services, installations, improvements or equipment offered or provided to me by an SCE employee, contractor or agent other than those specified in this Application or that have not been authorized by SCE.
7. **Release and Use of Information:** I authorize SCE to release my contact and other relevant information to SCE's employees, contractors and/or agents for purposes related to my participation in the Program(s). I further authorize SCE'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(s).
8. **Calculation of Energy Savings:** SCE will not pay incentives for any energy savings in excess of the actual annual amount of my electricity usage at each SCE service account for which incentives are requested.
9. **Equipment Eligible for Incentives:** Energy savings and demand reduction resulting from the project must be above and beyond baseline energy performance, which include state-mandated codes, federal-mandated codes, industry-accepted performance standards or other baseline energy performance standards as determined by SCE. Refurbished and/or leased equipment is not eligible for Program incentives. Specific restrictions may apply to each energy efficiency solution, as outlined in the instructions and attached Application forms.
10. **Method for Calculation of Incentive Payments:** I understand that SCE pays up to 50% of the project cost for Customized Solutions, and up to 100% of the equipment cost for Express Solutions. For DR Technology Incentives, SCE pays up to 100% of actual reasonable project costs, not to exceed \$125 per kW of verified load reduction (\$300 per kW for Automated Demand Response). Calculations will be in accordance with the 2010 Statewide Customized Offering Procedures Manual for Business (www.sce.com/customized_solutions). I further understand that the total calendar year incentive payments to an individual SCE customer cannot exceed \$6 million for Customized Solutions, and \$2 million for Express Solutions.
11. **Exclusive Nature of These Incentive Payments:** To be eligible for Program incentives, 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 SCE 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.
12. **Estimated Savings May Not Equal Actual Savings:** I understand that all energy savings, incentives, and installed costs provided by SCE during the Program Application process are estimates only, and are subject to change based on SCE review and approval and that I am solely responsible for the selection, purchase, installation and ownership of the equipment and services under the Programs.
13. **Energy Benefits:** As a qualified SCE customer, I certify that the indicated energy savings products are for use in my project site and not for resale. I agree to provide SCE with documents establishing paid proof of purchase and installation of the solutions 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 Southern California Edison 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 SCE during said time period, I shall refund a prorated amount of rebate dollars to SCE based on the actual period of time for which I provided the related energy benefits as an electric customer of SCE.
14. **Risk Allocation:** I UNDERSTAND THAT SCE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING MANUFACTURERS, DEALERS, CONTRACTORS, MATERIALS OR WORKMANSHIP, OR REGARDING SELECTION OR QUALIFICATION OF AUTHORIZED AGENTS. I ALSO UNDERSTAND, AND HAVE CAUSED MY AUTHORIZED AGENT (IF ANY) TO UNDERSTAND, THAT SCE 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 SCE, 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.
15. **Facsimile Signature:** Copies of Applicant's signed signature page may be transmitted to SCE by facsimile or other electronic means. Copies of the signature pages so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals.
16. **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(s), I intend to enter into an agreement with SCE for delivery of energy savings/demand reduction resulting from the installation of energy efficiency and demand response solutions at the project site listed in Section 2 of this Application.
 - I have entered into a contract with the AUTHORIZED AGENT indicated below for the installation of energy efficiency and/or demand response solutions at the project site listed in Section 2 of this Application. Upon project approval, if applicable to requested Program(s), my Authorized Agent is authorized to enter into the necessary agreements with SCE for delivery of energy savings and/or demand reduction resulting from the installation of these solutions at the project site. I understand that: (i) SCE makes no warranty or representation about the Authorized Agent's qualifications; (ii) I am solely responsible for selecting the Authorized Agent to implement the project on my behalf; (iii) that the Authorized Agent is an independent contractor and not authorized to make any representation on behalf of SCE; and (iv) that SCE will have no role in resolving any disputes between me, the Authorized Agent and/or any other third parties. I further authorize all contracts and correspondence to be sent directly to the Authorized Agent specified below.

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 each of the Programs selected 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(s) for which I am requesting Program funding meet(s) 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(s) for which I am applying. SCE reserves the right to request additional information to verify Applicant's eligibility to participate in the Program(s).

Customer Name (Please Print)

Signature

Title

Date

Authorized Agent Name (Please Print)

Signature

Title

Date