

**City of Hayward Large Energy Users Program
PROGRAM APPLICATION**

Facility Management Information (Participant)

_____ MANAGING ORGANIZATION			
_____ ADDRESS		_____ CITY/STATE	_____ ZIP CODE
_____ CONTACT NAME		_____ TITLE	
_____ PHONE NO.	_____ FAX NO.	_____ E-MAIL	
TAX STATUS (SELECT ONLY ONE)			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> INDIVIDUAL		
<input type="checkbox"/> NON-CORP	<input type="checkbox"/> EXEMPT		
TAX IDENTIFICATION TYPE (SELECT AND FILL ONLY ONE)		_____ EXEMPTION REASON	
<input type="checkbox"/> EMPLOYER ID NUMBER (EIN):	_____		
<input type="checkbox"/> FEDERAL TAX ID:	_____		
<input type="checkbox"/> SSN:	_____		

Project Information

_____ PROJECT NAME/LOCATION		

_____ ADDRESS	_____ CITY/STATE	_____ ZIP CODE
_____ PROJECT DESCRIPTION		

Payment Release Authorization

I am authorizing the payment of my grant to the party named below, and I understand that I will **not** be receiving the grant check from the City. I also understand and agree that my release of the grant payment to such party does not exempt me from the grant incentive requirements outlined in this Application.

Applicant Authorization: (Please Print Name)

Signature

Date

Grant check should be made payable to:

_____ Payee: Business Name	_____ Telephone Number	_____ Fax Number	
_____ Mailing Address	_____ City	_____ State	_____ Zip
_____ Contact Name	_____ Title	_____ E-mail	

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City of Hayward Program Incentives †

Large Energy Users Program Lighting Incentive (Electric)	\$0.05 / kWh
Large Energy Users Program Motors Incentive (Electric)	\$0.09 / kWh
Large Energy Users Program AC and Refrigeration Incentive (Electric)	\$0.15 / kWh
Large Energy Users Program Measure Incentive (Natural Gas)	\$1.00 / Therm

† For Customized Retrofit Incentives, the total PG&E incentive cannot exceed 50% of the total project cost. The City of Hayward will match the PG&E Incentive for projects completed after the City of Hayward Program launch date of March 1, 2011. In no case will the combined value of the City of Hayward incentive and the PG&E incentive exceed the installed cost.

Estimated Energy Savings and Incentives

Energy Efficiency Measures (PG&E Project Application Review)	kW	kWh	Therms	Incentive \$ Amount
	0	0	0	\$
	0	0	0	\$
	0	0	0	\$
	0	0	0	\$
	0	0	0	\$
	0	0	0	\$
	0	0	0	\$
	0	0	0	\$
TOTALS	0	0	0	\$

Detailed measure information and associated energy savings, calculations, including baselines for calculated projects and/or minimum efficiency standards as applicable, are described in the Project's Facility Audit Report, Project Application Review, and/or Engineering Calculations, which are incorporated by reference.

Program Manager Signature

Date

Estimated Total Incentives (capped at estimated implementation cost):

TECHNICAL DOCUMENTATION: PG&E Project Application Review

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TERMS AND CONDITIONS:

This Agreement is entered into by City of Hayward (hereafter referred to as "City") and the Participant (as indicated above). This Agreement is a one-time offer from the City to provide financial incentives to the Participant for delivering energy savings under the **Large Energy Users Program ("Program")** that is funded by the American Recovery and Reinvestment Act under the auspices of the Department of Energy ("DOE"). Participation is pursuant to the terms and conditions outlined herein and in the Program Policy and Procedures, which is incorporated by reference. Funding approved for this Program is limited and will be allocated on a first-come, first-served basis and through a competitive process in which proposed projects will be ranked based on cost-effectiveness and incentives will be awarded to qualified applicants with the largest energy savings per dollar spent.

Funds will only be reserved upon the City's execution of this Agreement.

This Agreement is valid for one year from the date the City executes this Agreement, or the Program end date, December 31, 2012, whichever is sooner. In no instance shall the City pay incentives beyond December 31, 2012. The City will deliver an executed copy of this Agreement to the Participant after acceptance and execution by the City. The City reserves the right to modify or cancel the incentive offer if the actual system(s) installed differs from the proposed installation, or if the Participant's actual installation cost is less than the estimated incentive amount stated above.

The City will not use Participant's name or any identifying characteristics of Participant for advertising, sales promotion, or other publicity without prior written approval by Participant. The City reserves the right to modify or discontinue this Program without prior notice if such modification or discontinuance is required by DOE. Payment of the incentives shall be made to the Participant or Participant's designated payee only after all Program requirements are met, upon verification of installation by a City Program Representative.

ELIGIBILITY:

1. To be eligible for incentives under this Program, Participant's facility must receive electric and/or gas distribution service from PG&E. Participant's annual energy consumption must exceed 1,500,000 kWh.
2. Participant must be a PG&E customer who pays Public Purpose Fund charges.
3. Participant must have an approved Project Approval Review (PAR) form from PG&E certifying PG&E approval to proceed with project installation.

PARTICIPANT AGREES TO:

1. Install and/or implement the energy efficiency measures in accordance with applicable laws, safety standards, and existing governmental regulations or orders.
2. Provide invoices or similar proof of installation costs as required by the City. Proof of installation must include verification letter from PG&E that the project has been installed correctly. Incentive amount cannot exceed the installation cost.
3. Allow City, and DOE representatives reasonable access to Participant's project site to inspect and verify installation and operation. DOE's and/or its consultant's review of the design, construction, operation or maintenance of the Project energy efficiency measures do not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the Project measures.
4. Participate in an evaluation, measurement and verification ("EM&V") study, if selected by DOE EM&V contractor. These studies are used to analyze current program performance and improve future program designs. Participant agrees to fully cooperate with the study team if asked to participate.

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5. If a tenant, Participant is responsible for obtaining the property owner's permission to install the measure(s) for which Participant is applying for an incentive payment. Participant's signature on this application indicates Participant has obtained this permission.

TAX LIABILITY:

Incentives may be taxable and will be reported by the City to the IRS unless Participant qualifies under an exempt status. The City will report the incentive as income to Participant on IRS Form 1099 unless Participant is a corporation or has indicated that it qualifies for an exempt tax status as indicated on this Agreement. Participant is urged to consult a tax advisor concerning the taxability of incentives. Participant is responsible for any taxes that may be imposed as a result of receipt of incentive payments.

In witness whereof, the Parties have executed this Agreement as of the date last set forth below.

PARTICIPANT:

CITY OF HAYWARD

SIGNATURE

SIGNATURE

PARTICIPANT'S REPRESENTATIVE

SUSTAINABILITY COORDINATOR

TITLE

DATE

TITLE

DATE