

**City of Hayward Nonprofit & Governmental Agency Program
PROGRAM PARTICIPATION AGREEMENT and APPLICATION**

Hayward Program Incentives †

NGA Program incentives will match PG&E program incentives (excluding new construction) up to \$10,000 or the net project cost (the total project cost minus the PG&E incentive) whichever is lower.

† In no case will the City incentive and PG&E incentive exceed the installed cost

Estimated Energy Savings and Incentives

Energy Efficiency Measures (PG&E Project Application Review)	kW	kWh	Therms	Estimated BEST or PG&E Incentive \$	Requested City of Hayward NGA Program Incentive \$
TOTALS					

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.

Contractor 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 **Nonprofit & Governmental Agencies Energy Efficiency Incentive 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.

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

This Agreement is valid for one year from the date they City executes this Agreement, or the Program end date, July 30, 2012, whichever is sooner. In no instance shall the City pay incentives beyond July 30, 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 must be a nonprofit or governmental agency in the City of Hayward.
2. Participant must be a PG&E customer who pays Public Purpose Fund charges.
3. Participant must have a signed Participation Agreement from a PG&E energy efficiency program; describing the Project and anticipated incentives.

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 or PG&E agent 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.
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.

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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