



Agriculture and Food Wastewater Energy Program

Program Application

INTRODUCTION

This agreement is between BASE Energy, Inc. (called "Implementer" hereafter) and

_____ (Customer).

As used throughout this document, Implementer and Customer are individually referred to as "Party" and collectively as "Parties". Implementer intends to help Customer with implementation of energy efficient technologies/processes in its wastewater effluent processing. Description will constitute "Project."

SPECIFIC TERMS AND CONDITIONS

- 1. Program Dates:** All Incentives must be paid and all installations must be completed by 12/01/12.

Applications must be postmarked by 09/01/12 in order for Incentive to be processed and paid by 12/01/12.

- 2. Project Commitment Process:** The step-by-step commitment process is:

1. Complete and Sign the Program Application Form
2. Complete and Sign the Project Description Form
3. Submit the Program Application and Project Description Forms (choose one):
 - a. Mail Forms to Ricardo A. Sfeir at:
BASE Energy, Inc.
5 Third St Suite 630
San Francisco, CA 94103
 - b. Email Forms to Ricardo A. Sfeir at rsfeir@baseco.com (pdf format only)
 - c. Fax Forms to Ricardo A. Sfeir at (415) 543-1601
4. BASE staff will review and notify Customer when the Program Application and Project Description Forms have been approved (Customer has committed to measure implementation).

- 3. Qualifying Equipment:**

- Customer is responsible for checking the product/equipment specification to make sure that all requirements are met.
- New products ordered, purchased and installed prior to 1/1/10 or after 12/15/12 do not qualify for an Incentive. Resale products, products leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products do not qualify.

- 4. Submittal Requirement:**

- a. The Customer must submit copies of all invoices related to the project(s) considered under this document.

- 5. Measure or Site Details:** Measures eligible to be installed at the Customer Site are described in the Project Description Form.

- 6. Eligibility:**

- a. Customer must be an electric Customer of PG&E with an active meter serviced by PG&E.



Agriculture and Food Wastewater Energy Program

Program Application

b. Customers throughout PG&E's Service Territory with the following NAICS codes are eligible:

- Agriculture 11XXXX
- Beverage Manufacturing 3121XX
- Food Manufacturing 311XXX

7. Incentive Payment:

a. Eligible Measures and associated energy savings are listed in the Project Description Form.

b. Energy savings calculation methodology, including baseline, incentive payment, and payment calculation methodology for calculated Projects and/or minimum efficiency standards as applicable is attached to the in the Program Application Form.

c. Final incentive amount will be paid based on the verified energy and demand savings after the project is installed and operational and will not exceed the incentive amount specified in the Project Description Form.

GENERAL TERMS AND CONDITIONS

- 1. Funding:** Implementer is receiving funds from PG&E for this Project, but the Parties agree that PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement. PG&E makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this Agreement, and expressly disclaims any such representation, warranty or liability.
- 2. Incidental and Consequential Damages:** BOTH PARTIES AGREE NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
- 3. Life of Product:** Customer understands Incentive payments are based on related energy benefits over the life of the product. Customer agrees if 1) Customer does not provide PG&E with 100% of the related benefits for the life of the product or a period of 5 years, whichever is less, or 2) Customer ceases to be a distribution Customer of PG&E during said time period, Customer shall refund a prorated amount of Incentive payment(s) to PG&E based on the actual period of time for which Customer provided the related energy benefits as an electric Customer of PG&E.
- 4. Customers with self generation capabilities:** If Customer has existing onsite cogeneration or self-generation, Implementer shall not pay Incentives for energy savings that exceed Customer's annual energy usage from PG&E. KW, kWh and therm savings are limited to the previous 12 months quantity of kW, kWh, and/or therms purchased from or delivered by the utility on the meter(s), serving the equipment to be installed, for which the utility collects the Public Purpose Programs (PPP) surcharge. The previous 12 months are defined as the calendar year prior to the date the Customer submitted and signed this Program Participation Agreement (including usage from Standby Service and less savings associated with pending energy efficiency applications). This policy is subject to change with 30 day written notice to Customer.



Agriculture and Food Wastewater Energy Program

Program Application

- 5. Incentive may not exceed Project cost:** Customer must submit Project invoice(s) which include: vendor name/address/phone, itemized listing of product(s) including quantity, product description(s), manufacturer, model #, and other identifying information as appropriate, Project cost, date invoice paid or payment terms, and installation date.
- 6. If Tenant:** If a tenant, Customer is responsible for obtaining the property owner's permission to install the Measure(s) for which Customer is applying for an Incentive payment. Customer's signature on this Program Participation Agreement indicates Customer has obtained this permission.
- 7. Access:** Customer will allow, if requested, a representative from PG&E, the California Public Utilities Commission (CPUC), Implementer, or any authorized subcontractor reasonable access to Facility to verify the installed product.
- 8. Compliance with Laws:** Implementer shall comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the Facility or to the Project.
- 9. Advertising:** Implementer agrees not to use the names or identifying characteristics of the Customer's Facility for published Project reports (except to fulfill reporting requirements to PG&E and/or the CPUC), advertising, sales promotion or other publicity without the Customer's written approval. In addition, Customer agrees not to use the names or identifying characteristics of Implementer for published Project reports, advertising, sales promotion, or other publicity without Implementer's written approval.
- 10. No Double-Dipping:** Customer understands that Customer cannot receive Incentives for the same product, equipment or service from more than one California investor-owned utility or third party Energy Efficiency program offering Incentives for the same product, equipment, or service funded with CPUC Public Goods Charge funds. Customer understands this prohibition applies three years prior to and three years after receiving the Incentives for the same product, equipment or service.
- 11. No Obligation:** California consumers are not obligated to purchase any full fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. *Los consumidores en California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).*
- 12. Availability of Funds:** This program is available on a first-come, first served until allocated funds are depleted. This Program may be modified or terminated without notice.



Agriculture and Food Wastewater Energy Program

Project Description Form

Eligible Measures			
No.	PG&E Service Agreement ID	Proposed Measure Description	Cost Premium (\$)
1			
2			
3			
4			
5			

Measure Incentives								
No.	Baseline Energy Consumption (kWh/yr)	Baseline Demand (kW)	Measure Energy Consumption (kWh/yr)	Measure Demand (kW)	Energy Savings (kWh/yr)	Demand Savings (kW)	Incentive Rate	Incentive (\$)
Customer Incentives								
1					0	0	\$0.09/kWh \$100/kW	0
2					0	0		0
3					0	0		0
4					0	0		0
5					0	0		0
Totals					0	0		0
Designer Incentives								
1					0	0	\$0.04/kWh	0
2					0	0		0
3					0	0		0
4					0	0		0
5					0	0		0
Totals					0	0		0
Vendor Incentives								
1					0	0	\$0.02/kWh	0
2					0	0		0
3					0	0		0
4					0	0		0
5					0	0		0
Totals					0	0		0

Note: Attach supporting documents to this form