

MESP PROJECT PARTICIPATION AGREEMENT TERMS AND CONDITIONS

Customer agrees to implement its project (Project) subject to these Project Participation Agreement Terms and Conditions (Project Participation Agreement).

1. **AUTHORITY.** Customer represents and warrants it has the Project Site owner's permission to implement the Project.
2. **ELIGIBILITY REQUIREMENTS.** Eligibility requirements for Projects seeking to participate in Programs must be for a Multifamily property and the Project's meter is charged the public purpose fund surcharge. Project implementation is subject to all California Public Utility Commission (CPUC) regulatory mandates, the Program Project's rules and policies which may change without notice. Project implementation is subject to Statewide Custom Project Guidance Document, Rulebook for Programs and Projects Based on Normalized Metered Energy Consumption and Program Implementation Plan individually and collectively, the Program Manual, Project measures have not been replaced within the last 5 years unless exception approval by TRC, and any other eligibility requirements as required by PG&E. Eligible customers must pay the Public Purpose Program (PPP) charge on their energy bill.
3. **WORKFORCE STANDARDS AND INCENTIVES FOR HVAC AND LIGHTING CONTROL MEASURES.** Projects that receive an incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding \$3,000 and/or for lighting control (LC) measure exceeding \$2,000, prior to these measures being installed, modified or maintained, each technician rendering such work is required to provide their applicable qualification documentation and must have for at least one of the following: (a) Completed an accredited HVAC apprenticeship. (b) Is enrolled in an accredited HVAC apprenticeship. (c) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the CA Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed. (d) Has a C-20 HVAC contractor license issued by the CA Contractors State Licensing Board; and for LC Measures the person doing the work must produce an installer certification from the CA Advanced Lighting Controls Training Program.
4. **PROJECT APPROVAL AND PRODUCT QUALIFICATION.** Projects must receive written Project Approval in accordance with the applicable requirements in the Program Manual, which can include the CPUC Energy Division (ED) review and approval for the Project. Until the Project is approved, Customer may not remove any existing equipment/systems, pre-order, purchase, or install any equipment subject to receiving an incentive under this Project Participation Agreement. Equipment leased, rebuilt, resale products, received from warranty or insurance, exchanged, or won as a prize; new parts installed in existing equipment, do not qualify.
5. **PROJECT DESIGN, FEASIBILITY, INSTALLATION AND PERMITS.** If applicable, PG&E may review the design, construction, operation or maintenance of the Project which does not constitute any guarantee or representation as to the economic or technical feasibility, operational capability, or reliability of the Project measures. PG&E shall have no responsibility for the Project design, feasibility, operational capability, reliability of the Project measures or to obtain any necessary Project permits, materials, labor, costs to develop the Project's scope, final design, acquire bids, hire appropriate licensed contractor(s), verify applicable workforce standards, technical and operational Project feasibility, and other related cost and fees to implement the Project. These issues are to be reviewed and decided between the Implementer and the Customer to determine who is responsible and accountable.
6. **PROJECT INSTALLATION DEADLINE.** Projects must be completed and fully operational no later than 1 year from written project approval. Extension can be granted with Program Manager approval. Projects that are not submitted complete by September 30, 2023, shall forfeit their position in the queue for program funds unless otherwise agreed by TRC. Customers who fail to advise TRC that a project is complete or who fails to provide required post-installation documentation (such as Incentive Recipient Certification Form, invoices, etc.) as described elsewhere in this form and the Program Terms and Conditions may be denied incentive payment.
7. **ACCESS AND INSPECTIONS OF PROJECT SITE.** Project inspections, which may include baseline and performance measurements, are required to be verified upon the Project's completion to determine the final incentive amount to be paid. Customer agrees to, or shall procure the right to, provide access to PG&E, its agents and the CPUC to perform these tasks and others such as, Project inspection of pre and post installation equipment to review the existing/baseline energy use measurements.
8. **PROJECT MATERIAL OR SCOPE CHANGES.** If the Project scope or Site conditions materially change or there occurs any non-routine events (i.e. Project site size change, use of additional heating and cooling loads, longer or shorter operating hours), during implementation or after completion impacting the Project energy saving benefit, Customer shall promptly prepare a written detailed narrative about such event(s) or modifications.
9. **CALCULATION OF THE PROJECT INCENTIVE.** Project incentives are paid based on the verified energy savings. The Project incentives, energy savings projections and installation costs on this or related to this Project Participation Agreement are ESTIMATES only and may vary upon verification of the completed Project's energy savings. Incentive payments shall only be paid on Projects that exceed California code or standard practice. The applicable code or standard practice for the Projects is the code or standard practice in place when the Project measure equipment either was installed or altered as defined under Title 24. Implementer and PG&E shall validate the Project's baseline, verify the Project's actual energy savings, and determine the Project's incentive to be paid, in compliance with the Project's relevant Program Manual.
10. **CUSTOMERS WITH SELF GENERATION CAPABILITIES.** For customers with an existing on-site cogeneration or self-generation system, incentives for energy savings are limited to the previous 12-month energy usage (kW, kWh and therms) purchased from or delivered by the utility on the meter(s) serving the Project measures to be installed.
11. **INCENTIVE FUNDING.** Incentives are paid on a first-come, first-served basis until depleted and are provided as directed by the CPUC. Incentives may not exceed Project costs.
12. **PROJECTS WITH NON-PG&E ENERGY SUPPLY.** If non-PG&E supply, i.e. generation or deliveries from another commodity supplier, is involved, incentives are paid based only on the energy savings reflected on the electric grid or natural gas system, as solely determined by PG&E.
13. **PROJECT CERTIFICATIONS.** Customers receiving incentives for energy efficiency measures are required to submit a written certification as set forth in CA Public Utilities Code Section 399.4 b (1) and (2) which states in relevance; "prior to receiving any Project Incentive payment, the recipient of the Incentive must certify the Project is complete and complied with applicable permitting and licensing requirements, any contractor performing the Project's work was a licensed contractor". For Projects with HVAC measures, Customer must submit proof of the permit is closure.
14. **PROJECT COMPLETION SUBMITTAL DOCUMENTATION.** To issue an incentive, all relevant and applicable Project documentation must be submitted, including but not limited to, paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, Project Certifications, HVAC Permit closure evidence, final engineering calculations and related documentation used to substantiate the Project's energy savings, other documentation required in the Project's relevant Program Manual(s) and requested by PG&E.
15. **ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION.** Project incentives are made in consideration of PG&E Ratepayers receiving 100 percent of the related energy savings benefit over the life of the completed Project or 5 years, whichever is less. For Projects not delivering 100 percent of its energy savings benefit, Customer and the Program Implementer shall be responsible to refund PG&E a prorated amount of the Project Incentive for the time PG&E did not receive the Project's energy savings. The prorated amount will be off-set against any amounts due or be payable within 30 days of notification.
16. **CPUC DISCLOSURE AND RIGHTS.** These terms and conditions can be modified anytime by the CPUC. All Projects are reviewed and approved by CPUC ED staff and Project results, reports, energy usage data, or other related documentation shall be made available to the CPUC upon request. Implementer will provide notice of material changes via mail, fax transmission, or email at the address provided in this Project Participation Agreement.
17. **TERM AND TERMINATION.** This Project Participation Agreement is effective upon the parties' signature and expires when PG&E receives 100 percent of the Project's energy savings, unless terminated earlier. If this Project Participation Agreement is terminated due to a breach of its obligations or as directed by the CPUC, Implementer and PG&E shall not be liable for any damages or claims arising from such termination.
18. **SAFETY AND COMPLIANCE WITH ALL LAWS.** All Project installation and work performed must comply with all federal, state laws, safety requirements and applicable manufacturer instructions
19. **NO WARRANTY AND DISCLAIMER.** PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED RELATED TO THE PROJECT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.

20. **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 estén cubiertos bajo este programa. Este programa a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).
21. **MISREPRESENTATION.** All Project information provided must be true and correct. Information determined to be fraudulent or misleading will result in the Project being disqualified, and this Project Participation Agreement being terminated.
22. **LIMITATION OF LIABILITY.** PG&E shall not be liable for any costs due to a Project's estimated versus actual energy savings related to the Project Incentive to be paid, Project savings that did not materialize, Project cancellation or implementation cost increase for any reason. In no event shall PG&E, Implementer or Customer be liable for any special, incidental, indirect, lost profits, or consequential damages arising from or related to the Project.
23. **ADVERTISING AND USE OF PG&E'S NAME.** Implementer and Customer agree not to use each other's name, PG&E's name or identifying characteristic of customer's Project Site in any published materials absent the written approval of such respective party.
24. **ASSIGNMENT.** No part of this Project Participation Agreement may be assigned absent Implementer's written consent, unless the assignment is for the sale of the Project Site.
25. **PROJECT SITE SALE.** Customer agrees to include these Project obligations by assigning this Project Participation Agreement, if in effect, as part of a sale involving the Project Site to enable the Project energy savings to continue as set forth herein.
26. **NO DOUBLE DIPPING.** Customer represents they have not received within the last five years and will not for five years thereafter seek any EE incentives or rebates offered by PG&E, other Program Administrators, state or local agencies for the Project measures/services under this Project Participation Agreement.
27. **TAX LIABILITY.** The receipt of any incentive pursuant to this Project Participation Agreement may result in taxable income. The responsibility for payment and reporting any tax liability arising from the incentive paid is between the Implementer and the Customer.
28. **TOXIC MATERIALS.** PG&E and Implementer shall have no responsibility for the discovery, exposure, presence, handling, removal, or disposal of hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic substances.
29. **GOVERNING LAW.** This PPA shall be construed in accordance with the laws of the State of California and exclusive jurisdiction and venue of the federal and state courts of San Francisco, California to resolve any disputes.

ADDITIONAL TERMS FOR CUSTOM INCENTIVES PROJECTS ONLY:

1. **ELIGIBILITY.** Project Measures have not been replaced in the last five years. Custom Energy Efficiency Measures are site-specific measures that demonstrate demand reduction potential and/or savings of kW, kWh, and/or therms, adhere to cost-effectiveness thresholds, and are pre-approved by TRC. Custom measures will follow the Statewide Custom Project Guidance Document and all other statewide documentation and workbooks.

ADDITIONAL TERMS FOR REBATE PROJECTS ONLY

1. **ELIGIBILITY.** To receive a rebate, customer must submit an PPA with invoice for equipment purchased within 60 days (exception request required for beyond this duration) from purchase, installation date, or account establishment date (SAID activated) whichever is latest. Products purchased and installed in adherence to these terms are eligible for a rebate, provided rebate funding is still available. Rebate offerings, qualifying products and rebate amounts may change without notice during the term.