



MODERNIZE.
OPTIMIZE.
SAVE.

UPGRADE FOR SAVINGS

Commercial Customized Energy Efficiency Program
For Hetch Hetchy Power Customers

PROGRAM FORMS & INSTRUCTIONS
2019 - 2020

HOW TO APPLY

Step 1: Contact SFPUC

SFPUC welcomes all eligible participants to the Upgrade for Savings Program to contact the SFPUC to learn more about the Program and to get assistance with the application process. Call the Upgrade for Savings Program at 415-551-4623 or email SaveEnergy@sfwater.org.

Eligible participants are SFPUC electricity customers on Commercial, Industrial, and Municipal Enterprise rate schedules only. Customers on Schedule M2 - Municipal Electric Service "GUSE", Residential, and CleanPowerSF rates are not eligible for this program.

At this time, **Upgrade projects must have electricity savings estimates that would qualify for at least a \$5,000 incentive from the Program** (33,333 kWh/yr. savings). Please refer to the Upgrade for Savings Program Handbook for other rules of participation and for definitions of capitalized terms. For a copy of the Program Handbook, contact program staff, or visit sfwater.org/SaveEnergy.

Step 2: Review and Sign Enrollment Agreement

Ready-Project Track (for projects with qualifying electricity savings): To enroll in the Upgrade for Savings Program, complete and return the Enrollment Agreement. Attach a description of your energy upgrade project, electricity savings calculations, and related required documents.

OR

Major Account Track: (Option for Customers with electricity use of at least 1 million kWh/yr. who lack savings calculations). To enroll in the Program as a Major Account and receive optional, no-cost Technical Assistance services (if the project qualifies), complete and return the Major Account Enrollment Agreement including the Statement of Intent.

Sign only one Enrollment Agreement, scan with its attachments, and e-mail to: SaveEnergy@sfwater.org. If you prefer, SFPUC can provide a secure file transfer website for uploading your documents. An Upgrade for Savings Program Representative will review the submission for eligibility and will contact you to discuss next steps, including a pre-inspection. For questions, please contact us at 415-551-4623 or by email at SaveEnergy@sfwater.org.

Step 3: Complete and Sign Program Application & Incentive Agreement

After you have finalized your energy savings calculations and related documents, work with Upgrade for Savings staff to complete, sign, and return the Program's Application and Incentive Agreement along with supporting documents.

When the Application and energy savings estimates are approved, the SFPUC will provide a Notice of Reservation indicating the Estimated Incentive Amount and the Reservation Date. The Estimated Incentive is reserved for a maximum reservation period of 18 months from the Reservation Date, unless a "time extension" waiver is incorporated in the Agreement.

Step 4: Notify of Project Completion

When the Project is completed, notify the Upgrade for Savings program by submitting the Notice of Project Completion form along with the required supporting documents. The form can be downloaded at sfwater.org/SaveEnergy. Upon verification of the Upgrade Project, SFPUC issues the Incentive Payment to the Customer or designated Payee.

Contact Upgrade for Savings at 415-551-4623
or by email at: SaveEnergy@sfwater.org

UPGRADE FOR SAVINGS Energy Efficiency Program Enrollment Agreement – Ready-Project Track

For Projects with savings estimated to meet the Minimum Qualifying Incentive level, complete, sign, and email this program enrollment form to SaveEnergy@sfgwater.org. A Program Representative will contact you to confirm and discuss next steps.

For questions or assistance, contact the Upgrade for Savings team at 415-551-4623 or at SaveEnergy@sfgwater.org

CUSTOMER INFORMATION Please check: OWNER TENANT

Hetch Hetchy Power Customer of Record (Name as it appears on bill)				HHP Account (or ESA) #
Customer Contact Person	Contact Title			Phone
Contact Mailing Address	City	State	Zip Code	E-Mail

PROJECT SITE INFORMATION (Where the Upgrade Project will be installed)

Facility Name	Primary Facility Use	Estimated Incentive (@ \$.15 per annual kWh of savings)
Installation Address	City	Zip code
Phone		

Brief Project Description / End-use / Equipment upgraded

SUPPORTING DOCUMENTATION

Attach Documents for the following:

- Narratives and definitions for the existing or assumed base case, as well as the proposed project. Attach drawings and manufacturer specifications as appropriate.
- Methodology and calculations used for energy savings.
- Electricity Savings calculation demonstrating Project will meet Program’s Minimum Qualifying Incentive amount. Calculation should include both Baseline Energy Use and Proposed annual kWh and kW cases.
- Estimated Project Costs. (Upon completion of the project a copy of the paid invoices and proof of payment will be required.)
- SFPUC and/or its designed technical team reserve the right to request additional supporting documentation as deemed necessary to verify and calculate the Incentive.

AUTHORIZED CUSTOMER AGENT (if applicable)

Agent Name	Company Name	Phone Number
Address	City/State/Zip	E-Mail

STATEMENT OF INTEREST

I, the undersigned agree as follows:

1. I have read and understand all Program Documents including the SFPUC Upgrade for Savings Program Handbook (“Handbook”) and I would like to participate in the Upgrade for Savings Program.
2. I am interested in improving the energy efficiency of my building with a Project that qualifies for the Minimum Qualifying Incentive amount. I certify that all information provided is true and accurate, my project meets all program enrollment eligibility requirements, and I will agree to all documentation and other applicable requirements as set forth in the Handbook.
3. By submitting this Enrollment Agreement, I attest that I am an existing Hetch Hetchy Power customer or have submitted an application to the SFPUC for Hetch Hetchy Power electricity service for the site.
4. I understand that participation in the Upgrade for Savings Program is voluntary, and that I am under no obligation to accept technical support offered under this Program, or to modify the design or construction of my Project based upon program-offered technical support or recommendations.
5. I understand that existing equipment required to establish the project baseline must be available for pre-inspection, and that I am responsible for ensuring that SFPUC and/or its agents have reasonable access to the facilities for the purpose of carrying out Program-related activities, including pre- and post-project inspections and, if offered and agreed to, technical support services.
6. **SFPUC’S AND/OR ITS CONSULTANTS’ REVIEW OF THE DESIGN, CONSTRUCTION, OR OPERATION OF THE PROJECT, OR IDENTIFICATION OF POTENTIAL ENERGY UPGRADE PROJECTS, SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT, NOR SHALL OWNER, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY. OWNER IS SOLELY RESPONSIBLE FOR THE SELECTION, DESIGN, INSTALLATION, ECONOMIC AND TECHNICAL FEASIBILITY, CONSTRUCTION, OPERATIONAL CAPABILITY AND RELIABILITY OF THE PROJECT. SFPUC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROJECT, THE UPGRADE FOR SAVINGS PROGRAM, OR THE INCENTIVES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, USE OR APPLICATION AND SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY, EXPRESS OR IMPLIED.**
7. I agree to indemnify, defend, and hold harmless the City, its officials, managers, agents, and employees from and against all claims, losses, damages, costs, expenses, and liability arising from (i) injury to or death of any person, (ii) injury to property or any other interests of the City, Owner, or any third party, (iii) violation of any law or regulation, or (iv) energy savings shortfall, arising from or in any way connected to the Project, however caused and regardless of any strict liability or negligence of City.
8. I understand that SFPUC retains the sole discretion regarding what technical support is provided, and in determining the appropriate methodologies and values used to calculate the incentive payment amounts. I understand that the Financial Incentives are available only if I complete an Application & Incentive Agreement, eligibility is established by the SFPUC, the Project is installed and verified, and the Project is in compliance with all Upgrade for Savings Program rules and requirements.

Customer Signature	Print Name & Title	Date
Authorized Customer Agent (if any) Signature	Print Name & Title	Date

SFPUC USE ONLY		
Date Received	Entered by	Approved By

UPGRADE FOR SAVINGS Energy Efficiency Program Enrollment Agreement – Major Account Track

For Customers who qualify to enroll as a **Major Account** per the **Program Handbook**, complete, sign, and email this program enrollment form to SaveEnergy@sfwater.org. A Program Representative will contact you to confirm and discuss next steps. Note: If enrolling as a Major Account, do not also submit a Ready-Project Enrollment form.

For questions or assistance, contact the Upgrade for Savings team at 415-551-4623 or at SaveEnergy@sfwater.org

CUSTOMER INFORMATION Please check: OWNER TENANT

Hetch Hetchy Power Customer of Record (Name as it appears on bill)				HHP Account (or ESA) #
Customer Contact Person	Contact Name & Title			Phone
Contact Mailing Address	City	State	Zip Code	E-Mail

PROJECT SITE INFORMATION

Facility Name		Primary Facility Use	Gross Square Feet
Address	City	Zip code	Phone

(Optional) Potential Energy Efficiency Project Opportunities

STATEMENT OF INTENT

Attest to the following by signing the next page:

By submitting this Enrollment Form, I confirm that I have read and understand the Upgrade for Savings Handbook, that I wish to enroll in the Program as a **Major Account**, and that I:

- Will collaborate in good faith with the Hetch Hetchy Power Upgrade for Savings Program to explore and consider energy efficiency opportunities at the project site, and will cooperate and support all reasonable requests for site access, and information about the facilities, equipment and systems, and its operation.
- Intend to pursue funding for acceptable energy efficiency measures.
- Intend, for energy efficiency measures deemed to be acceptable, to continue participating in the Upgrade for Savings Program, to apply for a Financial Incentive, and to implement the EE measures.

AUTHORIZED CUSTOMER AGENT (if applicable)

Agent Name	Company Name	Phone Number
Address	City/State/Zip	E-Mail

STATEMENT OF INTEREST

I, the undersigned agree as follows:

1. I have read and understand all Program Documents including the SFPUC Upgrade for Savings Program Handbook (“Handbook”) and I would like to participate in the Upgrade for Savings Program.
2. I am interested in improving the energy efficiency of my building with a Project that qualifies for the Minimum Qualifying Incentive amount. I certify that all information provided is true and accurate, and I will agree to all documentation and other applicable requirements as set forth in the Handbook.
3. By submitting this Enrollment Agreement, I attest that I am an existing Hetch Hetchy Power customer or have submitted an application to the SFPUC for Hetch Hetchy Power electricity service for the site.
4. I understand that participation in the Upgrade for Savings Program is voluntary, and that I am under no obligation to accept technical support offered under this Program, or to modify the design or construction of my Project based upon program-offered technical support or recommendations.
5. I understand that existing equipment required to establish the project baseline must be available for pre-inspection, and that I am responsible for ensuring that SFPUC and/or its agents have reasonable access to the facilities for the purpose of carrying out Program-related activities, including pre- and post-project inspections and, if offered and agreed to, technical support services.
6. **SFPUC’S AND/OR ITS CONSULTANTS’ IDENTIFICATION OF POTENTIAL ENERGY UPGRADE PROJECTS, OR REVIEW OF THE DESIGN, CONSTRUCTION, OR OPERATION OF SUCH PROJECTS SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT, NOR SHALL OWNER, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY. OWNER IS SOLELY RESPONSIBLE FOR THE SELECTION, DESIGN, INSTALLATION, ECONOMIC AND TECHNICAL FEASIBILITY, CONSTRUCTION, OPERATIONAL CAPABILITY AND RELIABILITY OF THE PROJECT. SFPUC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROJECT, THE UPGRADE FOR SAVINGS PROGRAM, OR THE INCENTIVES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, USE OR APPLICATION AND SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY, EXPRESS OR IMPLIED.**
7. I agree to indemnify, defend, and hold harmless the City, its officials, managers, agents, and employees from and against all claims, losses, damages, costs, expenses, and liability arising from (i) injury to or death of any person, (ii) injury to property or any other interests of the City, Owner, or any third party, (iii) violation of any law or regulation, or (iv) energy savings shortfall, arising from or in any way connected to the Project, however caused and regardless of any strict liability or negligence of City.
8. I understand that SFPUC retains the sole discretion regarding what technical support is provided and in determining the appropriate methodologies and values used to calculate the incentive payment amounts. I understand that the Financial Incentives are available only if I complete an Application & Incentive Agreement, eligibility is established by the SFPUC, the Project is installed and verified, and the Project is in compliance with all Upgrade for Savings Program rules and requirements.

Customer Signature	Print Name & Title	Date
Authorized Customer Agent (if any) Signature	Print Name & Title	Date

SFPUC USE ONLY		
Date Received	Entered by	Approved By

UPGRADE FOR SAVINGS Energy Efficiency Program Application & Incentive Agreement

Contact Upgrade for Savings staff for assistance with compiling the Application and Supporting Documentation at 415-551-4623, or by email at SaveEnergy@sfgwater.org.

CUSTOMER INFORMATION Please check: OWNER TENANT

Hetch Hetchy Power Customer of Record (Name as it appears on bill)		HHP Account (or ESA) #	
Customer Contact Person	Contact Title	Phone	
Contact Mailing Address	City/ State	Zip Code	E-Mail

UPGRADE PROJECT SITE INFORMATION

Facility Name			
Project Address	City	Zip Code	Construction start date
Brief Project Description			Projected completion date:

AUTHORIZED CUSTOMER AGENT (if different from Customer Contact)

Agent Name	Company Name	Phone Number
Address	City/State/Zip	E-Mail

PAYEE INFORMATION Please check: OWNER TENANT VENDOR

Tax Exempt? <input type="checkbox"/> No <input type="checkbox"/> Yes Reason:		
Name/ Title*	Company Name*	Phone Number
Address*	City/State/Zip	E-Mail

***For Payees submitting an IRS W-9 form, Incentive Payment will be made to the entity and the address listed on the form.**

INCENTIVE INFORMATION

Please attach Supporting Documentation as per the Upgrade for Savings Handbook, Section 6. See Checklist below.

SFPUC will review the Supporting Documentation and determine the Estimated Incentive Amount. Once the review is completed, SFPUC will send a Notice of Reservation to the Customer, which provides the Estimated Incentive Amount and any post-project instructions.

CITY AND COUNTY OF SAN FRANCISCO
UPGRADE FOR SAVINGS Energy Efficiency Program
APPLICATION & INCENTIVE AGREEMENT
TERMS AND CONDITIONS

1. The City and County of San Francisco, acting by and through its Public Utilities Commission (“City”), and the Customer (as specified herein) enter into this Agreement for participation in the Upgrade for Savings (“UPGRADE FOR SAVINGS”) Program for commercial building projects pursuant to these Terms and Conditions and (1) the Upgrade for Savings Program Handbook; (2) the completed Application Documents for the Project, and (3) the Reservation Notice, which are hereby incorporated by reference as if fully set forth herein (“Program Documents”). All capitalized terms shall have the meaning set forth in the UPGRADE FOR SAVINGS Handbook.
2. Only the Customer or Authorized Customer Agent may submit applications. Applicants to the Program must have authority to enter into the Program Incentive Agreement for the Project, and be authorized on behalf of the legal owner of the Project site, to implement/install energy efficiency measures. The Applicant’s signature on the application indicates such permission has been obtained.
3. By submitting this Application & Incentive Agreement to the City, the Customer agrees to implement the Project described in the Program Documents. Customer acknowledges that its participation in the UPGRADE FOR SAVINGS Program is voluntary, and it is under no obligation to accept Technical Assistance or implement any recommendations, comments, or measures stemming from the Technical Assistance process. Customer further acknowledges and represents that any changes made to the design or construction of the Project are based upon the Customer’s independent review, analysis, and decision-making and not in reliance on the recommendations or advice of the City.
4. Customer understands that Program Incentives are based on estimated, annualized electricity savings, as determined by SFPUC in its sole discretion.
5. Prior to installation and/or implementation of measures, a completed and signed Application along with supporting documents must be submitted to the Program and pre-inspection completed by the Program. Customer understands that submission of an application package does not guarantee Program participation, nor is it a guarantee of funding availability.
6. Funding for this Program is limited and subject to the budgeting and fiscal provisions of the City’s Charter. The City reserves the right to modify or discontinue this Upgrade for Savings Program and/or this Agreement without prior notice and at its sole discretion. Upon Program termination, SFPUC will not be liable for any losses, costs, or damages of any kind.
7. Funding is available on a first-come-first served basis for qualified applicants and is subject to the availability of funds. Incentives will be reserved only upon the City’s approval and execution of this Incentive Agreement and in accordance with the Program Documents. Payment of UPGRADE FOR SAVINGS Incentives will be made only after all Program requirements are met and upon Project verification by the City as set forth in the Program Documents. The City reserves the right to modify or cancel the UPGRADE FOR SAVINGS Incentive Payment if the actual measures installed differ from the design of measures contained in this Application, the Project fails the City inspection and verification, or for any other failure to comply with the Program Documents.
8. These Terms and Conditions apply from the Reservation Date until the fifth annual anniversary of the date on which the City issues an Incentive Payment to the Customer.

9. Customer/ Authorized Customer Agent agrees to:
 - A. Undertake, in good faith and with due diligence, the construction of the Project, consistent with Program Documents. Customer understands that s/he, and any third parties involved with the Project, are not performing any work for, on behalf of, or at the direction of, the City, and are not authorized to make any representations on behalf of the City.
 - B. Meet all program requirements and conduct all work in compliance with applicable federal, state, and local government laws, codes, ordinances, and regulations, as well as property owner and/or homeowner's association conditions, restrictions, and rules.
 - C. Obtain and maintain, at their own expense, all licenses and permits required by any federal, state, local, or other governing agency for performing work on the Project and for operation of the Project. Applicant shall provide copies of all Project permits to SFPUC upon request.
 - D. Provide written notification to the City of any material change in the nature or scope of the Project. Customer understands and acknowledges any such change may result in disqualification of the Project for the Upgrade for Savings Program and cancellation of this Agreement.
 - E. Cooperate in good faith with any evaluation or verification activities required by the City. Customer shall provide City and its representatives and agents, reasonable access to Customer's Project Site to verify pre- and post-installation and operation conditions. Customer understands that such verification is not an electrical safety or building permit inspection.
 - F. Prior to the payment of any Incentive, provide the City with all documentation reasonably necessary for verification of installation and performance of the Project, including but not limited to, manufacturer's specification sheets, and vendor and construction invoices.
 - G. Accept as final authority, the City's determination of the UPGRADE FOR SAVINGS Incentive amount.
 - H. Provide the City the right to claim and report benefits, credits, allowances, or any other right resulting from the energy savings and avoided emissions associated with the Project for the purpose of compliance with any local, state, federal, or international program governing environmental attributes ("Benefits"), for the lesser of five years or the rated life of the equipment. Customer agrees that if 1) Customer does not provide City with 100 percent of the related Benefits for which the UPGRADE FOR SAVINGS Incentive is paid, for a period of five years from the receipt of the incentive, or 2) the energy benefit to City ceases (for example, if Customer's company stops using the equipment), Customer will return to City the prorated portion of the Incentive dollars based on the actual period of time for which Customer provided the Benefit.
 - I. If City electricity service to the Project Site is terminated through no fault of the SFPUC within five (5) years of the date of the UPGRADE FOR SAVINGS Incentive Payment, Customer will return to the City the prorated portion of the Incentive dollars based on the actual period of time that the Customer was a City electricity customer.
 - J. Include this Agreement as part of the property sale or rental agreement if the Project Site is sold or rented.
10. Incentives may be taxable and will be reported by the City to the IRS unless Customer qualifies under an exempt status. Utility will report the incentive as income to Customer on IRS Form 1099 unless Customer has indicated that it qualifies for an exempt tax status as indicated on the Application.
11. Customer shall indemnify, protect, and hold harmless City, the SFPUC and its, officers, employees, and agents from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Customer; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation; (iv) strict liability imposed by any law or regulation; (v) infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) - (v) above) arises directly or indirectly from Customer's performance of this Agreement, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City. Customer shall, at the City's request, provide a defense against any claim covered by this indemnity.

The City's obligations under these Terms and Conditions shall be limited to the UPGRADE FOR SAVINGS Incentive Payment. In no event shall the City be liable, regardless of whether any claim is based on

contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement.

12. CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES RELATED TO THE TECHNICAL ASSISTANCE, CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN; THE BENEFITS TO BE DERIVED FROM THE TECHNICAL ASSISTANCE, OR INSTALLATION, OPERATION, AND USE OF SUCH EQUIPMENT, OR; ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR APPLICATION, **AND SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY, EXPRESS OR IMPLIED. SFPUC'S AND/OR ITS CONSULTANTS' REVIEW OF THE DESIGN, CONSTRUCTION, OR OPERATION OF THE PROJECT OR ANY ENERGY EFFICIENCY MEASURES ("EEMs") COVERED UNDER THIS AGREEMENT SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, SAFETY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT OR EEMs, NOR SHALL CUSTOMER, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY. CUSTOMER IS SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, ECONOMIC AND TECHNICAL FEASIBILITY, PERMITTING, CONSTRUCTION, OPERATIONAL CAPABILITY AND RELIABILITY OF THE PROJECT AND EEMs.**
13. The selection of contractor, engineering firm, vendor, installer, manufacturer, dealer, purchase of materials, work performed and payment thereof is the sole responsibility of the Customer/Authorized Customer Agent. Customer/Authorized Customer Agent waives any claims against SFPUC arising out of the installation and/or use of the Project. SFPUC does not endorse, recommend, or guarantee the services, work, materials, products, workmanship, or financial stability of any contractor, engineering firm, vendor, auditor, installer, manufacturer, dealer, or any other party. SFPUC will have no role in resolving any disputes between the Customer, contractor, engineering firm, vendor, installer, manufacturer, and/or any other third parties.
14. Except as otherwise specified in the Program Handbook, Customer represents and warrants that it has not applied, and will not apply, for or receive electric savings incentives offered by any other local or state authority or utility for measures receiving incentives under this Agreement.
15. Customer/Authorized Agent acknowledges SFPUC will review the Application & Incentive Agreement and Supporting Documentation for completeness, accuracy and compliance with Program rules and guidelines as described in the Program Handbook. Applications will be evaluated in the order in which they were received, and incentive funding will be reserved for Projects based upon the date of application approval by the SFPUC, subject to available program funds. Upon the SFPUC's approval and issuance of a Reservation Notice, the Estimated Incentive funds will be reserved. Incentives, energy savings, and installation costs are ESTIMATES only, and SFPUC's final determination of these values will vary based upon its verification procedures for the completed Project.
16. Customer/Authorized Agent acknowledges Projects must be Complete with the Notice of Completion submitted to the SFPUC within eighteen (18) months from the Reservation Date or thirty (30) days from the completion of the Project, whichever is sooner. If Applicant fails to meet the project schedule, or deviates from the Project submitted with this Application & Incentive Agreement, the Estimated Incentive Amount may be reduced or canceled. This Incentive Agreement will have no force or effect until the SFPUC approves the Application and issues a Notice of Reservation.
17. Customer/Authorized Agent acknowledges that the City is a public agency subject to the California Public Records Act and the San Francisco Sunshine Ordinance and all information submitted to the City may be subject to disclosure in accordance with applicable law or court order.

By executing this Agreement, the Customer certifies that (i) it has read and understood these Terms and Conditions and the UPGRADE FOR SAVINGS Program Handbook, (ii) it and the Project meet all of the UPGRADE FOR SAVINGS Program eligibility requirements, (iii) the information provided by the Customer and its representatives to the City in connection with the UPGRADE FOR SAVINGS Program, including the description of the Project set forth in the Application Documents, is true and correct and acknowledge that information found to be false or misleading is grounds to void the Incentive Agreement and reject or cancel the Incentive reservation, and (iv) the undersigned is duly authorized to execute this Agreement.

Customer Signature	Print Name & Title	Date
Company Name		
Authorized Customer Agent (if different than Customer) Signature	Print Name & Title	Date
Company Name		
SFPUC Approval	Print Name	Date

SFPUC USE ONLY		Assigned Project #: _____
Date Received	Reviewed By	Entered by
Per Supporting Documents:	Estimated Electricity Savings (kWh/yr)	Estimated Project Cost
Per SFPUC Review (if different):	Estimated Electricity Savings (kWh/yr)	Estimated Project Cost
Estimated Incentive Amount (for Notice of Reservation):		\$ _____

Application & Supporting Documentation Checklist

Upload the following required documents to the secure file transfer folder provided for your project:

- Application & Incentive Agreement form, signed and scanned
- Documents from the Enrollment Phase if modified from the original submission, including:
 - Narratives and definitions for the proposed project and base case. Attach drawings and manufacturer specifications as appropriate
 - Methodology and calculations used for energy savings
 - Electricity Savings calculation demonstrating Project will meet Program's Minimum Qualifying Incentive amount
 - Estimated Project Costs
 - Other documents if requested by the Program
- Project verification provisions (as drafted by Program staff and provided to Customer)

Note: Customers may reach out to an Upgrade for Savings Program Representative at any time to seek assistance or guidance with preparing the above documents. Contact Upgrade for Savings at 415-551-4623, or by email at SaveEnergy@sfwater.org.

UPGRADE FOR SAVINGS Energy Efficiency Program Notice of Project Completion

I certify that the project is completed and meets the requirements of the SFPUC Upgrade for Savings Program and hereby request payment of incentives listed in the Notice of Reservation. I understand that the final incentive payment is subject to verification of the as-constructed project by on-site verification and/or other verification activities by a SFPUC representative.

Final construction 1) complies with, or 2) deviates from the Application and Incentive Agreement Supporting Documentation. (If Box #2 is checked, include a Deviation Report in documentation below.)

Documentation required for the Project Completion Phase, as noted in the Upgrade for Savings Handbook Section 6, is hereby attached.

SFPUC will recalculate the final energy savings and incentive amounts based on project changes (if any) as well as on the operations and performance verified during the Post-Implementation Inspection if those conditions differ from the calculation assumptions.

Customer/ Authorized Customer Agent and Payee Information below must match Incentive Agreement. **Incentive Payment will be made to the Payee name and the address listed on the submitted IRS W-9 form, or, in the case of Payees unable to provide a W-9 form, per the Customer's signed request letter submitted in lieu of the W-9 form.**

CUSTOMER/ AUTHORIZED CUSTOMER AGENT SIGNATURE: _____ DATE: _____

PROJECT NAME & PROJECT ID NUMBER

Project Name	Project # (From Notice of Reservation)
Project Site Address	Project Completion Date

REQUESTED INCENTIVE AMOUNT

ESTIMATED INCENTIVE AMOUNT (From Reservation Notice)

Estimated Annual Savings _____ (kWh-yr) X \$ 0.15 (per kWh-yr) = Estimated Incentive Payment \$ _____

REVISED PAYMENT ESTIMATE (Optional. SFPUC will consider below info in determining the Final Incentive Payment Amount.)

AS CONSTRUCTED:

Estimated Annual Savings _____ (kWh-yr) X \$ 0.15 (per kWh-yr) = Estimated Incentive Payment \$ _____

SFPUC USE ONLY

As-Constructed Project Inspected and/or Verified by:	Date	
Final ELECTRIC SAVINGS: _____ (kWh-yr) X \$ <u>0.15</u> (per kWh-yr) = FINAL INCENTIVE PAYMENT \$ _____		
Final kW DEMAND REDUCTION _____		
Date Received	Entered By:	Approved By:

Payment Request Checklist

Upload the following required documents to the secure file transfer folder provided for your project:

- Notice of Project Completion (NPC) Form
- Invoices that document the total project cost
- Signed W-9 form for the Payee. For Payees unable to provide a W-9 form (e.g., municipal enterprise departments), a signed letter by the Customer/ Authorized Agent requesting an alternative fund transfer mechanism, e.g., revenue transfer
- Project Acceptance Documentation provided by the Contractor to the Customer indicating the Measures are installed and operating correctly
- Complete set of Project Plans or technical documentation

If Notice of Project Completion denotes that final construction deviates from the Incentive Agreement, include:

- Deviation Report Document: listing all measures in the Incentive Agreement that were not constructed as planned, with a description of the deviation(s) from the Incentive Agreement

A program representative will contact you to schedule a site visit.

Note: Customers may reach out to an Upgrade for Savings Program Representative at any time to seek assistance or guidance with preparing the above documents. Contact Upgrade for Savings at 415-551-4623, or by email at SaveEnergy@sfwater.org.