



# Manual





#### **Program SummaryIntroduction**

The objective of the GreenSense Incentive Program ("Program") is to reduce energy demand and consumption by promoting energy conservation, thereby reducing the utility bills of Denton Municipal Electric (DME) customers, reducing the peak load of the DME's electric system, reducing emissions in the state, and promoting energy conservation. The Program offers incentives, in the form of credits on the electric service bills of DME retail customers. Cash incentives may be paid to retail customers for the installation of photovoltaic applications.

In light of additional costs associated with the GreenSense Incentive Program ("Program") and to mitigate potential risk to ratepayers, any participant in the Program must be, at the time this program is applied for and continuing while such program is in effect, a customer in good standing of all Denton Municipal Utilities, including Solid Waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a customer in good standing for the purpose of this Rate Rider is defined as a customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City of Denton, Texas during the previous 12 months.

Program applicants will be able to qualify for multiple incentives simultaneously, unless specified in the individual incentive guidelines. A separate application may be necessary for each incentive. The Program will be in effect each fiscal year beginning on October 1, until the allotted funding is depleted or until cancellation of the program by DME. At the time the funds are depleted, no additional applications for participation will be accepted until the next fiscal year.

Qualifying applicants must receive electric service from DME. The Program guidelines and payments are subject to change by DME without prior notice. DME may, at any time, discontinue the Program without prior notice. The current program guidelines may be found in the GreenSense Incentive Program Manual located at www.dmepower.com.

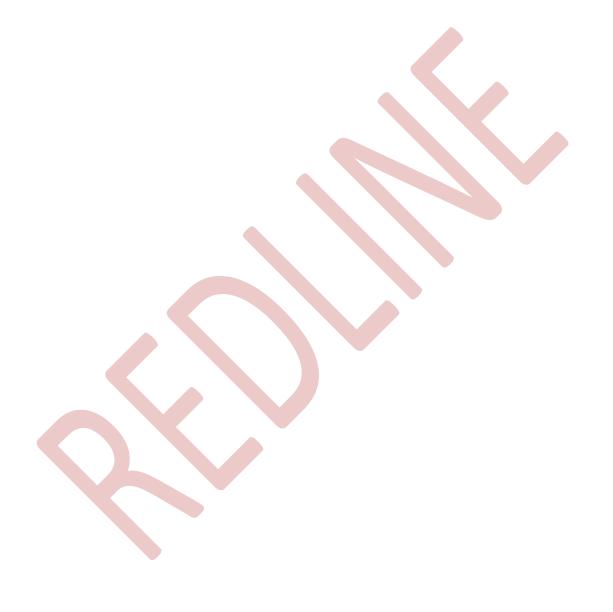
#### **Application for Payment**

In order for energy efficient upgrades to qualify under the Program Guidelines, an Application for Payment form must be completed and sent to the Conservation Programsubmitted Coordinator within thirty (30) days of installation of the energy efficient upgrades. For the overall effects of the energy efficiency upgrades to be measurable and verifiable through the deemed standards approved by the Public Utility Commission of Texas (PUCT), the complete information must be recorded for each installation. Applications for Payment, which must be accompanied by a copy of the invoice detailing work completed and efficiency measures installed as well as any technical data on the installed energy efficient upgrade, must be complete and submitted to the Conservation Program Coordinator.

#### **Payment**

Some energy efficiency upgrades must be permitted and shall be inspected and approved by the City's Building Inspection division, before rebates will be processed. Incentives shall be in the form of a rebate credit to the electric utility accounts of DME customers that purchase the

qualifying energy efficiency upgrades. After submitting a Request for Payment, customers can expect to receive the rebate credit in 4 to 10 weeks. Incomplete or erroneous information can cause delays in payment.



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# **Energy Efficiency Rebates**

#### **Installers**

The installer that installs the prescribed and approved energy efficient upgrades must be registered with the City at the time of the installation. To become a registered Program installer, submit a GreenSense Rebate Installer Form to the Conservation Program Coordinator. Do-It-Yourself installs by property owners qualify for energy efficiency rebates.

The City does not endorse any product, service, individual or company. Selection of a registered installer/contractor to perform work is the sole decision of the program participant. Any list of registered installers/contractors represents those companies who have registered themselves with the City. There is no work guarantee or warranty, expressed or implied, as to the quality, cost or effectiveness of the work performed by the contractor, employees or subcontractors.

#### **Qualification Requirement**

#### **Installers**

The installer that installs the prescribed and approved energy efficient upgrades must be registered with DME at the time of the installation. To become a registered Program installer, submit a GreenSense Rebate Installer Form to the Conservation Program Coordinator.

DME does not endorse any product, service, individual or company. Selection of a registered installer/contractor to perform work is the sole decision of the program participant. Any list of registered installers/contractors represents those companies who have registered themselves with DME. There is no work guarantee or warranty, expressed or implied, as to the quality, cost or effectiveness of the work performed by the contractor, employees or subcontractors.

### Requirements

- Applicants must be a home or rental property owner.
- All equipment must be new when purchased. No leased or lease to purchase equipment.
- No rebate will be paid on a partial installation.
- All installations must be for accounts served by Denton Municipal Electric ME.
- All installations must meet all applicable national, local, and manufacturers' codes and specifications.

- An itemized and dated invoice from the contractor or retailer along with application.
- All application submissions are subject to lawful verification of identification and entitlement to the Program credit by DME.
- A pre and/or post inspection might be required.
- Requests for payment must be received by Conservation Program Coordinator within thirty
  (30) days of installation.
- Funding for this rebate is limited to funds availability.
- Program guidelines and payments are subject to change by DME without prior notice.
- DME may discontinue the Program without prior notice.

Note: Individual rebates are limited to funds availability. DME may change Program guidelines, payments, and/or discontinuance without prior notice.

# **Heating Ventilation Air Conditioning System (HVAC)**

DME is offering a rebate <u>up to \$400</u> for the purchase and installation of high-efficiency central air conditioners with gas heat, <u>or</u> electric heat pumps, <u>and geothermal heat pumps</u> for existing residential and commercial facilities. No new construction applications will be accepted.

Rebate Amounts:	1.0 to 2.5 Ton Units	<u>\$200</u>
Revale Amounts.	3.0 to 5.0 Ton Units	<u>\$400</u>

#### **Program Requirements**

- Applicants must be a home or rental property owner.
- → All equipment must be new when purchased. No leased or lease to purchase equipment.

For more information contact: Conservation Program Coordinator Contact		
Office Number	<u>(940)</u> 349 – 7733	
Email Address	Rebates@CityofDenton.com	
Mailing Address	Conservation Program Coordinator	
	215 E. McKinney Street	
	<u>Denton, TX 76201</u>	

- → No rebate will be paid on a partial installation.
- → All installations must be for accounts served by DME.

- All installations must meet all applicable national, local, and manufacturers' codes and specifications
- Requests for payment must be received by Conservation Program Coordinator within thirty (30) days of installation.
- → Funding for this rebate is limited to funds availability.
- > Program guidelines and payments are subject to change by DME without prior notice.
- → DME may discontinue the Program without prior notice.

#### **HVAC Requirements**

- Equipment must have a minimum of 16 SEER rating
- Both condensing unit and evaporator coil must be replaced
- Installations must be made by a licensed contractor
- Installation must be permitted, inspected and approved by the City of Denton's Building Inspections Department
- All applications must meet requirements on Page 4 of this manual

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- → Equipment must have a minimum of 16 SEER rating.
- → Both the condensing unit and the evaporator coil must be replaced.
- → Installations must be made by a licensed contractor.
- ➤ Installations of HVAC systems must be permitted, inspected and approved by the City of Denton's Building Inspection Department. All submissions are subject to lawful verification of identification and entitlement to the Program credit by DME.

#### **Payment Schedule**

Central Air Conditioning	SEER 16+	<del>\$600 / unit</del>
Central Heat Pump	<b>SEER 16 +</b>	<del>\$700 / unit</del>
Geothermal Heat Pump	<b>SEER 16 +</b>	<del>\$700 / unit</del>

Attach an itemized and dated invoice from the contractor or retailer along with the application form.

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<b>Mailing Address</b>	Conservation Program Coordinator	
	215 E. McKinney Street	
	Denton, TX 76201	

#### **Smart Thermostat**

DME is offering a rebate of 50 percent of invoice, not to exceed up to \$50.00 for the installation of a smart thermostat. No new construction applications will be accepted.

#### **Program Requirements**

- → Applicants must be a home or rental property owner.
- → All equipment must be new when purchased.
- → All installations must be for accounts served by DME.
- All installations must meet all applicable national, local, and manufacturers' codes and specifications
- ➤ Requests for payment must be received by Conservation Program Coordinator within thirty (30) days of installation.
- → Funding for this rebate is limited to funds availability.
- → Program guidelines and payments are subject to change by DME without prior notice.
- → DME may discontinue the Program without prior notice.

#### **Smart Thermostat Requirements**

Thermostat must offer internet connectivity for remote management Participant will automatically be registered with DME. All applications must meet requirements on Page 4 of this manual

Attach an itemized and dated invoice from the contractor or retailer along with the application form.

Credits will be made to the electric utility accounts of DME customers that purchase the

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qualified material.

#### **Attic Reflective Radiant Barrier**

DME is offering a rebate 20 percent of invoice, not to exceed up to \$300.00 per structure for the installation of 80 percent or more reflective radiant barrier in accessible attic space on existing structures. -No new construction applications will be accepted.

#### **Radiant Barrier Requirements**

- Installations must be on rafters or under decking
- Reflectivity and square footage must be included on invoice and application
- All applications must meet requirements on Page 4 of this manual

#### **Attic Insulation**

DME is offering a rebate of 50 percent of invoice, not to exceed \$400.00 for the installation of attic insulation of at least R-49. No new construction application will be accepted.

#### **Attic Insulation Requirements**

- Insulation must be installed between conditioned and unconditioned areas
- Garages and other non-conditioned areas do not qualify
- The current insulation level of each home must be determined and documented
- Square footage of installation area must be included on invoice and application.
- All applications must meet requirements on Page 4 of this manual

### Air Duct

<u>DME</u> is offering a rebate of 30 percent of invoice, not to exceed \$200.00 for the replacement or repair of an air duct systems located in unconditioned space. No new construction applications will be accepted.

#### **Air Duct Requirements**

Materials used should be long-lasting materials (mastics, foil tape, aerosol-based sealants)

- The current air loss level of each system shall be determined and documented by the installer
- Materials used shall be documented on invoice (i.e. insulation, mastics, tape, aerosol, etc.)
- Invoice must specify whether home has slab or crawlspace and number of stories
- All applications must meet requirements on Page 4 of this manual

#### **Solar Screens**

<u>DME</u> is offering a rebate of 30 percent of invoice, not to exceed up to \$200.00 per structure for the installation of solar screens on windows in conditioned space.

#### **Solar Screens Requirements**

- Solar screens must block at least 90 percent of solar heat gain.
- Structures will only qualify for this rebate once per 12-month period.
- Reflectivity and square footage must be included on invoice and application.
- All applications must meet requirements on Page 4 of this manual

#### **Program Requirements**

- → Applicants must be a home or rental property owner.
- → All equipment must be new when purchased. No leased or lease to purchase equipment.
- No rebate will be paid on a partial installation.
- → All installations must be for accounts served by DME.
- ➤ All installations must meet all applicable national, local, and manufacturers' codes and specifications
- ➤ Requests for payment must be received by Conservation Program Coordinator within thirty (30) days of installation.
- → Funding for this rebate is limited to funds availability.
- → Program guidelines and payments are subject to change by DME without prior notice.
- → DME may discontinue the Program without prior notice.

#### **Radiant Barrier Requirements**

- A pre and post inspection by DME may be required
- Installations must be on rafters or under decking.

Attach an itemized and dated invoice from the contractor or retailer along with the application form. Reflectivity and square footage must be included on invoice and application

#### **Windows**

<u>DME</u> is offering a rebate of 30 percent of invoice, not to exceed up to \$500.00 per structure for the installation of energy efficient windows in conditioned space.

#### **Windows Requirements**

- Windows must have a U-Factor of 0.29 or less AND a Solar Heat Gain Coefficient (SHGC)
   of 0.22 or less
- Structures will only qualify for this rebate once per 12-month period
- Window sticker and square footage must be included on invoice and application
- All applications must meet requirements on Page 4 of this manual

#### **Attic Insulation**

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- A pre and post inspection by DME may be required
- <u>Insulation must be installed between conditioned and unconditioned areas. Garages and other non-conditioned areas do not qualify.</u>
- The current insulation level of each home will be determined and documented by the insulation installer.
- Attach an itemized and dated invoice from the contractor or retailer along with the application form. Square footage of installation area must be included on invoice and application.

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#### Solar Water Heater

<u>DME</u> is offering a rebate of 30 percent of invoice, not to exceed up to \$300.00 per structure for the installation of a solar water heater.

#### **Solar Water Heater Requirements**

- Solar water heater must be sized to accommodate a family of four, at minimum-
- Solar water heater must preheat water for an electric water heater that is permanently installed at the structure.
- Solar water heater must have permanently installed electric backup-
- Structures will only qualify for this rebate once per 12-month period-
- All applications must meet requirements on Page 4 of this manual

#### **Air Duct**

<u>DME</u> is offering a rebate of 30 percent of invoice up to \$200.00 for the replacement or repair of an air duct systems located in unconditioned space. No new construction applications will be accepted. <u>Air Duct Requirements</u>

- <u>Materials used should be long-lasting materials.</u> (mastics, tape-applied mastics, foil tape, aerosol-based sealants)
- The current air loss level of each system shall be determined and documented by the installer.
- Materials used shall be documented on invoice. (i.e. insulation, mastics, tape, aerosol, etc.)
- Attach an itemized and dated invoice from the contractor or retailer along with the application form. Must specify whether home has: slab or crawlspace and how many stories must be included on invoice and application.
- <u>Credits will be made to the electric utility accounts of DME customers that purchase the qualified material.</u>

#### **Attic Insulation**

DME is offering a rebate of 50 percent of invoice up to \$400.00 for the installation of attic insulation of at least R-49. No new construction application will be accepted..

#### **Program Requirements**

- → Applicants must be a home or rental property owner.
- → All equipment must be new when purchased.
- → No rebate will be paid on a partial installation.
- → All installations must be for accounts served by DME.
- → All installations must meet all applicable national, local, and manufacturers' codes and specifications
- Requests for payment must be received by Conservation Program Coordinator within thirty (30) days of installation.
- → Funding for this rebate is limited to funds availability.
- → Program guidelines and payments are subject to change by DME without prior notice.
- → DME may discontinue the Program without prior notice.

#### **Attic Insulation Requirements**

- A pre and post inspection by DME may be required
- Insulation must be installed between conditioned and unconditioned areas. Garages and other non-conditioned areas do not qualify.
- The current insulation level of each home will be determined and documented by the insulation installer.
- Attach an itemized and dated invoice from the contractor or retailer along with the application form. Square footage of installation area must be included on invoice and application.

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#### Air Duct

DME is offering a rebate of 30 percent of invoice up to \$200.00 for the replacement or repair of an air duet systems located in unconditioned space. No new construction applications will be accepted.

#### **Program Requirements**

Applicants must be a home or rental property owner.

All equipment must be new when purchased.

No rebate will be paid on a partial installation.

All installations must be for accounts served by DME.

All installations must meet all applicable national, local, and manufacturers' codes and specifications

Requests for payment must be received by Conservation Program Coordinator within thirty (30) days of installation.

Funding for this rebate is limited to funds availability.

Program guidelines and payments are subject to change by DME without prior notice.

DME may discontinue the Program without prior notice.

#### **Air Duct Requirements**

Materials used should be long-lasting materials. (mastics, tape-applied mastics, foil tape, aerosol-based scalants)

The current air loss level of each system shall be determined and documented by the installer. Materials used shall be documented on invoice. (i.e. insulation, mastics, tape, aerosol, etc.)

Attach an itemized and dated invoice from the contractor or retailer along with the application form. Must specify whether home has: slab or crawlspace and how many stories must be included on invoice and application.

Credits will be made to the electric utility accounts of DME customers that purchase the qualified material.

#### **Electric Vehicle**

DME is offering a rebate of \$300 for the purchase of a Plug-In Electric Vehicle.

#### **Electric Vehicle Requirements**

- Hybrid vehicles do not qualify for a rebate
- Separate application (see page 10) to be submitted with:
  - Proof of Purchase
  - Proof of Registration
  - Registration address must be within DME service territory and served by DME

#### Solar Screens

DME is offering a rebate of 30 percent of invoice up to \$200.00 per structure for the installation of solar screens on windows.

#### **Program Requirements**

- → Applicants must be a home or rental property owner.
- → All equipment must be new when purchased.
- → All installations must be for accounts served by DME.
- ➤ All installations must meet all applicable national, local, and manufacturers' codes and specifications
- Requests for payment must be received by Conservation Program Coordinator within thirty (30) days of installation.
- Funding for this rebate is limited to funds availability.
- → Program guidelines and payments are subject to change by DME without prior notice.
- → DME may discontinue the Program without prior notice.

For more information contact: Conservation Program Coordinator Contact		
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	215 E. McKinney Street	
	<del>Denton, TX 76201</del>	

#### **Solar Screens Requirements**

- Solar screens must be installed on windows in conditioned space.
- Solar screens must block at least 90 percent of solar heat gain.
- A pre and post inspection by DME may be required.
- Structures will only qualify for this rebate once per 12-month period.
- Attach an itemized and dated invoice from the contractor or retailer along with the application form. Reflectivity and square footage must be included on invoice and application.
- Credits will be made to the electric utility accounts of DME customers that purchase the qualified material.



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#### **Windows**

DME is offering a rebate of 30 percent of invoice up to \$500.00 per structure for the installation of energy efficient windows.

#### **Program Requirements**

- Applicants must be a home or rental property owner.
- All equipment must be new when purchased.
- All installations must be for accounts served by DME.
- All installations must meet all applicable national, local, and manufacturers' codes and specifications
- = Requests for payment must be received by Conservation Program Coordinator within thirty (30) days of installation.
- Funding for this rebate is limited to funds availability.
- = Program guidelines and payments are subject to change by DME without prior notice.
- DME may discontinue the Program without prior notice.

#### **Windows Requirements**

- Windows must have a U-Factor of 0.29 or less AND a Solar Heat Gain Coefficient (SHGC) of 0.22 or less.
- Windows must be installed in conditioned area.
- A pre and post inspection by DME may be required.
- Structures will only qualify for this rebate once per 12-month period.
- Attach an itemized and dated invoice from the contractor or retailer along with the application form. Window sticker and square footage must be included on invoice and application.
  - Credits will be made to the electric utility accounts of DME customers that purchase the qualified material.

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#### Solar Water Heater

DME is offering a rebate of 30 percent of invoice up to \$300.00 per structure for the installation of a solar water heater.

#### **Program Requirements**

- Applicants must be a home or rental property owner.
- All equipment must be new when purchased.
- All installations must be for accounts served by DME.
- All installations must meet all applicable national, local, and manufacturers' codes and specifications.
- = Requests for payment must be received by Conservation Program Coordinator within thirty (30) days of installation.
- Funding for this rebate is limited to funds availability.
- Program guidelines and payments are subject to change by DME without prior notice.
- DME may discontinue the Program without prior notice.

#### **Solar Water Heater Requirements**

- Solar water heater must be sized to accommodate a family of four, at minimum.
- Solar water heater must preheat water for an electric water heater that is permanently installed at the structure.
- Solar water heater must have permanently installed electric backup.
- Structures will only qualify for this rebate once per 12-month period.

For more information contact: Conservation Program Coordinator Contact		
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# **Multifamily Incentive**

DME is offering rebates for the purchase and installation of energy efficient upgrades for any existing multifamily complex located on one property. No new construction applications will be accepted.

#### **Program** Requirements

- Applicants must be rental property owner.
- All equipment must be new when purchased.
- All installations must be for accounts served by DME.
- All installations must meet all applicable national, local, and manufacturers' codes and specifications.
- Applications must be completed and approved PRIOR to installation due to limited funds availability.
- Requests for payment must be received by Conservation Program Coordinator within thirty (30) days of installation.
- Funding for this rebate is limited to funds availability.
- Program guidelines and payments are subject to change by DME without prior notice.
- DME may discontinue the Program without prior notice.
- Requirements
- All requirements for upgrades listed below are the same as the individual incentives detailed in pages 45 to 712 of this GreenSense Incentive Program Manual.

<del>Upgrade</del>	<b>Incentive</b>	Cap (not to exceed)
Central HVAC	\$400.00 each	<del>\$2,400</del>
<b>Insulation</b>	\$0.30 per square foot	\$1, <del>200.00</del>
Smart Thermostats	\$10.00 each	<del>\$200.00</del>
Solar Screens	\$3.00 per square foot	<del>\$800.00</del>
Windows	\$2.00 per square foot	\$1,500.00
Ducts	30% of total cost	<del>\$600.00</del>
<u>Upgrade</u>	<u>Incentive</u>	Cap (not to exceed)
Central HVAC	\$400.00 each	\$2,400
Smart Thermostats	\$10.00 each	\$200

For more information contact: Conservation Program Coordinator Contact		
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	<del>Denton, TX 76201</del>	

Attic Insulation	\$0.30 per square foot	<u>\$1,200</u>
Air Ducts	30% of total cost	<u>\$600</u>
Solar Screens	\$3.00 per square foot	<u>\$800</u>
<u>Windows</u>	\$2.00 per square foot	<u>\$1,500</u>



	This application is only for individual energy efficiency rebates. Fill in all fields applicable to your upgrade. Attach copy of invoice / receipt for all items. Submit completed application to the address provided below.	This application is only for individual energy efficiency rebates. ds applicable to your upgrade. Attach copy of invoice / receipt Submit completed application to the address provided below.	fficiency rebates. invoice / receipt for all items. provided below.		
Green Sense	Energy Efficie	Energy Efficiency Rebate Application	ation	FOR CITY USE	
Applicant Name:		DME Account Number:		Date Received:	
Installation Address:		Zip Code:	Phone Number:	Approved:	
if the landlord, please add mailing address here:	ss here:	Applicant Resident Homeowr	Applicant (circle one): Resident Homeowner Tenant Landlord	Deemed Savings kW	Deemed Savings kWh
Square Footage of Property:	Type of Construction(circle) : Residential Commercial	Existing Heat System (circle): Gas Electric Heat Pump			
Qualifying Equipment					
HVAC	Type:   Heat Pump   Geo Thermal   AC	hermal $\square$ AC	AIR DUCT		
Installation Date:	Permit Number: SEER (min SEER 16):	ER 16):	Upgrade Date:		
Tonnage:	AC Serial Number:		Material Type:		
Cost:	Evaporator Coil Serial Number:		Upgrade Type: Replacement Re	pair	Cost:
RADIANT BARRIER			INSULATION		
Installation Date:	Reflective Value: (min 80%):	Square Footage Installed*:	Installation Date:	Beginning R-Value:	Square Footage Installed*:
Cost:	Туре:	Brand:	Cost:	Ending R-Value (min R-49):	
SOLAR SCREENS		New Construction (Y/N)	SMART THERMOSTAT		
Installation Date:	Percent radiation block (min 90%):	Square Footage Installed*:	Installation Date:	E-mail address:	
Cost:	Type:	Brand:	Cost: Include separate from HVAC if installed together	if installed together	Internet Connectivity? Yes No
WINDOWS (Window stickers must be attached.)	st be attached.)	New Construction (Y/N)	SOLAR WATER HEATER		New Construction (Y/N)
Installation Date:	Number of Windows:	Square Footage Installed*:	Installation Date:	Tank Capacity:	Tank Location and Orientation:
Cost:	U-Factor (max .29):	Solar Heat Gain Coefficient (max.22):	Cost:	Model:	
*Square Footage Installed - the	*Square Footage Installed - the area of efficiency improvement, not the square footage of the structure. For example, a 3' X 4' window= 12 ft <sup>2</sup>	are footage of the structure.	For example, a 3' X 4' window	= 12 ft²	
PROPERTY OWNER SIGNATURE:	Œ:			DATE:	
Comple	Complete form and mail to: Sustainable Denton (Attn: Conservation Program Coordinator), 215 E. McKinney St., Denton, TX 76201	n: Conservation Program Co	ordinator), 215 E. McKinney S	t., Denton, TX 76201	

# **Electric Vehicle Application**

Applicant Name: DME Account:
Phone Number: Email:
Vehicle Registration Address:
Plug-In Vehicle Make, Model, & Year:
Plug-In Vehicle Trim Level (i.e. Nissan Leaf S, SV, or SL)
-
Plug-In Vehicle VIN:
Battery can be charged at (check all that apply):
Dattery can be charged at (check an that apply).
Level 1 (120 volts) Level 2 (240 volts) DC Fast Charge
Level 2 (240 voits) De l'ast charge
I hereby certify that the information I provided above are true and correct to the best of my knowledge. I understand
that any false information may disqualify me from receiving the Electric Vehicle Rebate. I agree to charge my
electric vehicle during the off-peak hours of 10:00 PM to 7:00 AM.
333333
Date: Signature:

# **Solar Photovoltaic Incentive**

All City of Denton requirements for Distributed Generation, including documents for this rebate, are located in the Distributed Generation Manual.

Qualification Requirement

#### **Program Participant**

Those interested in participating in the Solar Photovoltaic Incentive (SPI) must either have a DME electric account or own the property that has, or will have, a DME electric account where the photovoltaic system is to be installed. The photovoltaic system must be owned by the SPI participant. Only DME customers in good standing will be eligible to receive the rebate. All customers must have insurance for their property.

The incentive for qualifying photovoltaic system equipment is \$0.75 per AC Watt up to \$30,000, not to exceed 50% of total install cost. The incentive for qualifying photovoltaic system with battery storage equipment is \$1.50 per AC Watt up to \$30,000, not to exceed 50% of total install cost.

DME neither expressly nor implicitly warrants any work performed by a contractor, employees, or subcontractor. DME does not endorse any product, service, individual or company. Selection of an installer/contractor to perform work is the sole decision of the program participant. DME makes no warranties whatsoever that participant will realize any energy savings as a result of any installs of the program. In no event shall DME be responsible for any direct, special, incidental, consequential, punitive, exemplary or indirect damages in tort, contract, warranty, negligence, strict liability or under any indemnity provision or otherwise related to any installs or the SPI. Customer assumes the risk of any loss or damage(s) that the customer may suffer in connection with its participation in the SPI.

Customers requesting interconnection and parallel operation of Distributed Generation must complete the DME approved Application for Interconnection and receive approval from DME prior to installing. Any connection to the distribution or transmission system without proper prior notice approval and execution of interconnection agreement will result in the immediate disconnection of service. Service will not be restored until any required studies are completed, the installation has been inspected and approved by DME, and an interconnection agreement has been executed.

All City of Denton requirements for Distributed Generation, including documents for this rebate, are located in the Distributed Generation Manual.

#### **Installers**

DME does not keep a list of authorized installers. SPI participants are encouraged to seek local installers and receive several quotes before entering a contract with an installer. Installer must have written permission from DME customer in order to exchange energy information with DME.

Installers are to inform customers of any additional fees, including but not limited to Permitting Fees.

Installers are required to submit completed Interconnection Agreement and Application with all supporting documents for approval prior to installing the PV system. Any connection to the distribution or transmission system without proper prior notice and execution of interconnection agreement will result in the immediate disconnection of service. Service will not be restored until any required studies are completed, the installation has been inspected and approved by DME, and an interconnection agreement has been executed.

### Rate Schedule

SPI participants are required to enroll in DME's Residential Time Of Use (Schedule RTOU) when it becomes available. After the participant receives approval to interconnect the photovoltaic system; all energy generated by the system and delivered to the DME electric system will be considered renewable energy. The participant shall be billed for all energy delivered by DME under Schedule RTOU. For any generation delivered by the participant's system to DME, the City shall credit the participant's account for the energy generated as detailed in DME's Distributed Generation From Renewable Sources Rider (Schedule DGR).

For more information on rates please visit <u>www.dmepower.com</u> under Denton Municipal Electric Residential Services.

For more information contact:	Program Administrator
Office Number	(940) 349 – 7529
Email Address	solar@cityofdenton.com
Mailing Address	Energy Programs
	1659 Spencer Road
	Denton, TX 76205

### **Incentive**

The incentive for qualifying photovoltaic system equipment is \$0.75 per AC Watt up to \$30,000, not to exceed 50% of total install cost. The incentive for qualifying photovoltaic system with battery storage equipment is \$1.50 per AC Watt up to \$30,000, not to exceed 50% of total install cost.

The incentive will be calculated as: [number of PV modules] x [Standard Test Condition (STC) rating per PV module (watts)] x [California Energy Commission (CEC) rated inverter efficiency] x [incentive level]. Incentive payment may be capped or denied if inverter is not sized to the size of system.

Denton Municipal Electric makes no financial commitment to applicants until an application is accepted and a Letter of Intent (LOI) is issued. The LOI is valid for 90 days for a PV system to be installed. Under extenuating circumstances, applicants may request extensions to their LOI. Requests for LOI extension must be submitted prior to LOI expiration, in writing, accompanied by a detailed explanation of the reason for the delay. Contractor must demonstrate that the cause of the delay is out of their control along with substantial progress toward project completion. Extensions will be granted at the sole discretion of DME. PSI participants forfeit their incentive reservation once the LOI has expired.

Any project not completely installed by September 30, will lose its funding.

Incentives are given in the form of a check to the PSI participant. Customers do not have the option to have rebate sent directly to the contractor. Incentive payment will be issued within four (4) weeks after the system passes final inspections. In new homes, the rebate check goes to the builder unless the customer can prove that he/she specified the equipment, in which case, the check would go to the customer.

Structures will only qualify for the rebate once per 12 month period and may not exceed \$30,000 in its lifetime. Additional PV installs must be stand alone and are subject to the same terms as new installs with updated documentation.

Any application for which funding is not available will be returned to the applicant. DME does not have a waiting list or queue.

PSI participant repayment to DME of the incentives related to the PV system will become due if the customer fails to meet ongoing program requirements or fails to ensure that the incented equipment is properly maintained and operated at a DME metered address and interconnected to the grid or any applicable national, local, manufacturer and DME Service Standards violations are discovered.

The refund amount is calculated as: [incentive received] x [5 number of full years the PV system was operational] x 0.2.

#### **Installation Requirements**

- → Minimum install of 3 kW.
- ➤ No direct meter connections or double lugging.
- ➤ 24/7 Meter Access. Any cost related to giving DME meter access will be at customer's expense
- All PV installations must meet all applicable national, local and manufacturers' codes and specifications and DME Interconnection Guidelines.
- ➤ Installed PV systems shall carry a 5 year warranty from the installer in addition to a minimum 10 year manufacturer warranty on inverters and 20 year manufacturer warranty of solar panels.
- ➤ Licensed electrical contractors shall obtain appropriate permits and perform all electrical interconnections.
- → All inverters and solar modules must be new.
- Roof must face South, East, or West.
- Roof must be unobstructed and non-shaded. Tree removal and any tree trimming will be at customer's expense.
- → If re-roofing is required, PV system removal and reinstallation is at customer's expense.
- ➤ Contractor shall include any required service upgrade costs, permit fees, and PV application fees in the original bid.
- → PV system shall be interconnected to DME's electrical grid at customer's expense.
- → PV system shall comply with current DME guidelines governing interconnection with DME's electric system and any subsequent revisions to these guidelines.
- Customer must give DME access to view PV system generation by adding solar@cityofdenton.com to online profiles or emailing generation data to solar@cityofdenton.com.

I,
Denton, TX 762 hereby attest that I have read and understand the information provided in Denton Municipal Electric's (DME) Solar Photovoltaic Incentive portion of the GreenSense
Incentive Program Manual. I have read and understand DME's Interconnection Agreement, Interconnection Application and all attachments included. I have been given ample time to review
and consider all documents in this packet. I have chosen to execute this on the date below.
(Signature) (Date)
( <del>Date)</del>

<u>I.</u>	, representative of	
	ad and understand the information provided in Denton Mu	unicipal
_	stovoltaic Incentive portion of the GreenSense Incentive P	-
Manual.		
(Signature)	(Date)	
** This page is to be submitted with the Int	terconnection and Parallel Operation of Distributed Generation Agreement	nt and Applicat
ustomer Name:	Phone Number: D	ate:
ustomer Address:		
completed and signed	•	
and signed by installe	onnection and Parallel Operation of Distributed Generation col or and customer	<del>mpleted</del>
3. Copy enclosed of the	following, signed and stamped by a licensed Professional En	<del>ngineer</del>
a. Site electrical		
<b>b.</b> One line diagr	ram (should show utility meter)	
c. Three-line dia	gram: should include the following	
i. Numbe	er of panels	
ii. How th	he panels are connected	
	kind of conductor (must be labeled) i.e.: live, neutral, ground €	and size
iv. Size of		
v. Size of		
_	<del>of sub-panel</del>	
	solutely no double lugging **	
	awings showing the configuration of all distributed ger	<del>reration</del>
equipment		
e. Current and po	<del>otential circuits</del>	

<b>f.</b> Any site documentation that describes and details the operation of the protection
and control schemes with schematic drawings for all protection and control circuits
relay current circuits, relay potential circuits and alarm/monitoring circuits (i
applicable)
4. Copy enclosed of site documentation that indicates the precise physical location of the
proposed distributed generation facility, proposed meter location and disconnect.
5. Photo enclosed of proposed location of disconnect in relation to meter. Photo must also
indicate that meter is fully accessible (not behind a fence) to DME.
6. Point of interconnection defined as the point of termination on the line side of metering
<del>equipment</del>
7. Page 17 of the GreenSense Incentive Program Manual Acknowledging that both
Customer and Installer have read and understand that Solar Photovoltaic Incentive
Guidelines
8. Copy enclosed of project invoice with costs shown
9. Copy enclosed of proof of insurance
10. Manufacturer spec sheets on inverter and panels, and PV label guide
APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION WITH THE DME UTILITY SYSTEM FOR
50kW OR LESS
Determ Consulted April of the top
Return Completed Application to:  General Manager  Denton Municipal Electric
1659 Spencer Road
Denton, Texas 76205
Denton, Texas 70203
Customer's Name:
All
Address:
Contact Person:
Telephone Number:
Alternate Contact Person:
THEFILIAL CONTACT POSON.
Interconnection Point Address:
Information Prepared and Submitted By:
(Name and Address)
Signature:
Denton Utilities Account Number:

	ng and Start up Date:		<u> </u>
	NAME	WORK AND CELL NUMBERS	E MAIL ADDRESS
NER/CUSTOMER			
DJECT MANAGER			
ELECTRICAL CONTRACTOR			
CONSULTANT			
completed in order that the	e Customer's generating facilities n	r or Customer's designated representative. All applinay be effectively evaluated by Denton Municipal Fiting systems up to 50 kW, applicant must complete	Electric for interconnection with
	implified Form: Appli d Generation Systems	cation for Interconnection and P up to 50 kW	Parallel Operation of
GENERATION S	==	lication for Interconnection and Parallel Operation of	of Distributed Generation page 1
Panel Manufacture	r and Model:	No. of U	nits:
Inverter Manufactu	rer and Model:	No. of U	nits:
System Watt Ratin	g DC:Syste	m Watt Rating AC:	
Maximum DC Out	put: Maxim	um AC Output: Inverter Pow	ver Factor:
		Ampere Rating: No. (	of Phases:
Voltage Rating:			
	RAGE (If Applicable)		
BATTERY STOP		Usable Capacity:	
BATTERY STOI Battery Manufactur Continuous Power	rer and Model:		

Adding solar@cityofdenton.com to online profiles  Emailing generation data to solar@cityofdenton.com		
Power Producing Facility Identification Number:	(DME ONLY)	
DME REP:  SIGNATURE:  TITLE:  DATE APPROVED:	CUSTOMER NAME:  SIGNATURE:  HOMEOWNER / PROPERTY OWNER  DATE SUBMITTED:	
COUNTY OF DENTON S  EXHIBIT A: Application	for Interconnection and Parallel Operation of Distributed Generation page 2 of 2.	

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF

# AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

THIS INTERCONNECTION AG	<b>REEMENT</b> (hereafter the "Agreement") is made and entered
into this day of	, 20, by the City of Denton, Texas, with its electric utility
department operating an electric system, he	reinafter referred to as DENTON MUNICIPAL ELECTRIC
(hereafter "DME") and	(hereafter the "Customer"), a
	[specify the name of any entity, if any; the
type of entity, if any; and the address of any	entity] hereafter sometimes referred to individually as "Party"
or both parties sometimes referred to collecti	ively as the "Parties."
WHEREAS, DME desires to per	mit electric Customers having electric generating facilities
located within the City limits of Denton, Tex-	as, to offset a part of their electrical requirements by utilization
of Customer's electric power generation faci	lities or to produce energy for sale on the DME electric utility
system or in accordance with DME Scheduk	e DGR or ancillary contract; and

WHEREAS, the Customer desires to interconnect the electric generating facilities to DME's Electric Utility System; and

WHEREAS, Customer has completed and submitted the Application for Interconnection and Parallel Operation of Distributed Generation with the DME Utility System to DME, which is incorporated herein as Exhibit A, and DME has conducted its pre-interconnection studies to determine whether DME can make available and Customer is qualified to enter into such an arrangement for such distributed energy resource interconnection with DME's Utility System; and

WHEREAS, both DME and Customer desire to enter into this Agreement, under the terms, conditions, and subject to the limitations set forth below,
conditions, and subject to the inintations set forth below,
NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein, DME and Customer hereby AGREE as follows:
1. <u>Scope of Agreement.</u> DME shall permit Customer to interconnect and operate an electric generating facility, on Customer's premises, in parallel with DME's electric system in accordance with the terms of this Agreement. PROVIDED HOWEVER, that this Agreement is applicable to conditions under which DME and the Customer agree that one or more generating facility or facilities operating less than 60 kilovolts (kV) ("Facility" or "Facilities") may be interconnected to the DME utility system AND Customer provides DME with generation data either through web link access or monthly reports.
2. <u>Definitions.</u>
a. "Agreement" shall mean the "Agreement for Interconnection and Parallel Operation of Distributed Generation."
b. "Customer" shall mean an entity interconnecting a Power Producing Facility to DME's Electric Utility System.
c. "General Manager" shall mean the General Manager of Denton Municipal Electric, or their designee.
Agreement for Interconnection and Parallel Operation of Distributed Generation page 1 of 8.
d. "Electric Utility System" shall mean all generation, transmission and distribution facilities owned or used by DME in connection with its delivery of electric energy to DME's electric utility customers.
e. "Points of Interconnection" shall mean the point at which the PPF physically ties to the Electric Utility System as is more fully described in Exhibit A, attached hereto and incorporated herewith.
f. "Power Producing Facility" or "PPF" shall mean an electric generating facility, operating less than 60 kilovolts, which will be interconnected and operated in parallel with DME's Electric Utility System. This shall include any and all related equipment necessary, as determined by DME, for the safe operation and interconnection of the electric generating facilities to the Electric Utility System.
g. "PPFID" shall mean the identification number assigned by DME to a Power Producing Facility.
h. "PUC" shall mean the Public Utility Commission of Texas, or any successor agency.
3. <u>Identification of Power Producing Facility.</u>
The Power Producing Facility referred to herein shall refer solely to the Power Producing Facility identified, located and described in this section:
a. Type:
b. Identification Number: PPFID #
c. Rating: PPF Rating:

d. Site Address:
4. <u>Establishment of Point(s) of Interconnection.</u> <u>DME</u> and <u>Customer agree to interconnect the Customer's PPF at the Points of Interconnection specified in this Agreement, in accordance with the provisions of the City of Denton, Texas Code of Ordinances; and any applicable Public Utility Commission of Texas Substantive Rules (including §25.211 relating to Interconnection of Distributed Generation and §25.212 relating to Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation, hereafter the "PUC Rules") or any applicable successor rule addressing distributed generation, and as described in the attached Exhibit A.</u>
5. <u>Interconnection.</u>
a. Energy transferred from the PPF to the Electric Utility System under this Agreement shall be deemed delivered at the DME selected metering point on the premises identified in Section 3 above.  b. It is expressly understood and agreed by the parties hereto that the interconnection and monitoring of electric flow contemplated by this Agreement shall be accomplished by appropriate metering facilities owned and installed by DME. The PPF shall be responsible for all expenses associated with the purchase and installation of specialis Agreement for Interconnection and Parallel Operation of Distributed Generation page 2 of 8 arrangements and/or bi directional meters.
6. Testing and Approval of Facility.
a. The Customer shall install and maintain protective devices for the PPF as required by DME Engineering. The protective devices shall be tested and approved by DME Engineering prior to commencing parallel operations with the Electric Utility System. Further testing of the protective devices shall be conducted any time that modifications are made to the PPF. DME shall have the right to have representatives present at any testing of the PPF's protective devices. Customer shall notify the General Manager at least five (5) days prior to the testing of the PPF's protective devices.  b. The PPF shall not commence parallel operations with DME until written approval of the
interconnection facilities has been granted by the General Manager of DME. Such approval shall not be unreasonably withheld, provided that Customer has complied with all DME requirements.
7. Access and Premises. DME may enter the PPF's premises (a) to inspect, at reasonable hours, the PPF's protective devices; or (b) to read or test meters; or (c) to disconnect, without notice whenever necessary, the PPF from the Electric Utility System if, in DME's opinion, a hazardous condition exists and such immediate action is necessary in order to protect persons, DME facilities, or property of others from damage or interference caused by the PPF, or lack of properly operating PPF protective devices.
8. <u>Maintenance and Permits</u> . The Customer shall: (a) maintain the PPF in a safe and prudent manner, and in conformance with all applicable laws and regulations, including, but not limited to, those set forth in Exhibit A to this Agreement and the PUC Distributed Generation Interconnection Manual; and (b) obtain any governmental authorizations and permits as required for the construction and operation of the PPF and interconnection facilities. The PPF shall reimburse DME for any and all losses, damages, claims, penalties,

or liability it incurs as a result of the PPF's failure to obtain or maintain any governmental authorizations and permits required for the construction and operation of the PPF.

9. Representations of Customer. Customer further agrees and represents to DME that the distributed generation equipment of Customer shall be designed, installed, connected, operated and maintained, to the best of Customer's knowledge and belief, in accordance with the applicable ANSI standards now in force; the applicable UL standards that are in force at the time of the execution of this Agreement; the applicable IEEE standards [particularly IEEE 929 2000 and IEEE 1547 2003] that are in force at the time of the execution of this Agreement; the applicable National Electrical Code (the "NEC") standards in force at the time of the execution of this Agreement; the applicable ERCOT Operating Guides in force at the time of the execution of this Agreement; as well as any other applicable local, state, or federal codes, statutes, and regulations in force at the time of the execution of this Agreement.

10. Responsibilities of Customer. The Customer will, at its own cost and expense, operate, maintain, repair, inspect, and shall be fully responsible for the PPF which it now or hereafter may own unless otherwise specified on Exhibit A. Customer shall conduct operations of its PPF(s) in compliance with all applicable local, state, or federal codes, statutes, and regulations. The maintenance of the PPF shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Customer agrees to cause their PPF to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code (the "NESC"), approved by the American National Standards Institute (the "ANSI"), in effect at the time of construction. The Customer covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of the PPF so as to reasonably minimize the likelihood of a disturbance affecting or impairing the Electric Utility System, or other system. Agreement for Interconnection and Parallel Operation of Distributed Generation page 3 of 8. Customer if there is evidence that the PPF operation causes disruption or deterioration of service to other customers served from the same grid, or if the PPF operation causes damage to the Electric Utility System. Customer will immediately notify DME of any emergency or hazardous condition or occurrence with the PPF that could affect safe operation of the Electric Utility System.

#### 11. Interruption or Reduction of Deliveries.

a. <u>DME's Authority.</u> <u>DME shall not be obligated to accept or pay for produced energy from a generating unit larger than 50 KW unless a separate agreement has been entered into between the Customer and DME. For generating units not more than 50 KW, DME tariff Schedule DGR shall apply. DME may require the Customer to interrupt or reduce deliveries of available energy in the following instances:</u>

(1) When the General Manager determines that it is necessary in order to construct, or install, or maintain, or repair, or replace, or remove, or investigate any of DME's equipment or any part of its Electric Utility System;

(2) If the General Manager determines that curtailment, interruption, or reduction is necessary because of emergencies, or forced outages, or *force majeure*, or compliance with prudent electrical practices;

(3) Notwithstanding any provision of this Agreement, DME shall have the right to disconnect the PPF from the Electric Utility System if it determines that either: (a) the PPF or its operation may endanger DME personnel, or (b) the continued operation of the PPF may endanger the integrity of the Electric Utility System. The PPF shall remain disconnected until such time as DME is satisfied that the objectionable conditions have been corrected or no longer exists; or

(4) DME discovers or learns of PPF manufacturer defects or deficiencies that may have adverse operational impacts on the Electric Utility System.

Customer and DME clearly understand and agree that DME will not accept nor assume any liability for interrupting the interconnection between the PPF and the Electric Utility System. DME is authorized to, but not liable for, any effects as a result of opening up and padlocking open the Customer's external disconnect switch, disconnecting the PPF at the Electric Utility System's Points of Interconnection or taking any other action that physically separates the PPF from the Electric Utility System. DME will attempt to provide sufficient Customer notice prior to interconnection disconnection, but Customer notice is not necessary for immediate PPF isolation should a condition warrant immediate interconnection disconnection as determined by DME.

#### 12. Limitation of Liability and Indemnification.

a. Neither DME nor Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.

b. Notwithstanding the other provisions of this Agreement, Customer agrees to indemnify, defend, and hold harmless the City of Denton, Texas as well as DME, as well as all of their present, future and former agents, employees, official agreement for Interconnection and Parallel Operation of Distributed Generation page 4 of 8. eapacities from and against any and all claims, demands, causes of action, judgments, tiens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental) of any conceivable character, due to or arising from injuries to persons (including death), or to property (both real, personal and mixed) created by, arising from, or in any manner relating to the PPF, including (a) engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of; or (b) the making of replacements, additions, betterments to, or reconstruction of the Customer's PPF, and expressly including those arising through strict liability and those arising under the constitutions of the United States and of the State of Texas.

e. DME and Customer shall each be directly responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. DME does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefore. Customer assumes all responsibility for the electric service Customer supplies hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by DME and enters the wire or facilities provided by Customer.

d. For the mutual protection of the Customer and DME, only with DME's prior written authorization, are the connections between DME's service wires and the Customer's service entrance conductors to be energized.

e. The provisions of this Section 12 shall not be construed to relieve any insurer of its obligation to pay any insurance claim in accordance with the provisions of any valid insurance policy.

f. If the Customer fails to comply with the insurance provisions of this Agreement, the Customer shall, at its own cost, defend, save harmless and indemnify the City of Denton, Texas and DME,

its General Manager, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person, or damage to property, including the personnel and property of the City of Denton, Texas and DME, to the extent the City of Denton, Texas and DME would have been protected had the Customer complied with all such insurance provisions required hereunder. The inclusion of this section is not intended to create any express or implied right in the Customer to elect not to provide the required insurance in Section 13 hereof. The provisions of this subsection shall survive the termination of this Agreement.

- g. If the Customer applied and received an incentive from DME, Customer shall comply with all guidelines acknowledged in the GreenSense Incentive Program Manual. If the Customer fails to meet any ongoing Program requirements stated in the GreenSense Incentive Program Manual, Customer shall repay to DME the incentive related the system. The refund amount is calculated as: [incentive received] x [5 number of full years the system was operational] x 0.2.
- 13. <u>Insurance Required.</u> Customer represents that, at the time of the execution of this Agreement, Customer has currently in force and effect property insurance on the premises described in Section 3 hereof, in the amount of the current value of the premises, and comprehensive personal liability insurance covering the premises in a minimal amount of not less than \$100,000 per occurrence. Customer further represents that Customer shall maintain such insurance in force for the duration of this Agreement. Customer agrees to provide a copy of the insurance policy or a valid certificate issued by the insurer (in a form satisfactory to DME) to DME prior to any interconnection with DME's electric grid, and shall provide proof of continuing coverage upon reasonable request given to Customer. The insurance herein provided in Section 13 shall, by endorsement to the polic Agreement for Interconnection and Parallel Operation of Distributed Generation page 5 of 8. to cancellation, termination, alteration, or material change of such policy or policies of insurance.
- 14. Right of Access, Equipment Installation, Removal & Inspection. Upon reasonable notice, DME may send qualified representatives to the premises of the Customer at or immediately before the time the PPF first produces energy to inspect the interconnection, and to observe the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three (3) days after initial startup of the unit. Following the initial inspection process described above, DME may send an employee to the premises, at reasonable hours, or at any time without notice, in the event of an emergency or hazardous condition, as determined by DME. DME shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its other customers.
- 15. Disconnection of Unit or Termination of Agreement. DME or Customer may terminate this Agreement, at will and without cause, by giving written notice of termination to the other party not less than thirty (30) days prior to the date of termination. PROVIDED HOWEVER, this Agreement shall automatically terminate upon (1) the disconnection of electric utility service to the premises due to the delinquency of payment of Customer (that is the same rules regarding late payment and disconnection that all other ratepayers of DME have); or (2) the closing of Customer's electric utility account; or (3) a change in the ownership of the premises by Customer; or (4) the failure to maintain the insurance coverage required under Section 13 above; or (5) the failure to comply with all terms of this Agreement. All PPF equipment shall be completely disconnected and isolated from the Electric Utility System upon termination of this Agreement by either Party. The Customer shall demonstrate to DME's satisfaction that the PPF has been disconnected. DME reserves the right to disconnect the PPF equipment itself or hire a local qualified electrician to perform such work at the sole expense of the Customer, if Customer fails to properly perform such work within seven (7) days of the date of the Agreement termination.

16. <u>Notices.</u> Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to DME:

General Manager
Denton Municipal Electric
1659 Spencer Road
Denton, Texas 76205

(b) If to Customer:

As provided in Exhibit A

The above listed names, titles, and addresses of either Party may be changed by written notification to the other Party.

- 17. Entirety of Agreement and Prior Agreements Superseded. This Agreement, including Exhibit A, which is expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof. It is expressed to the subject matter hereof or increase, which agreements are unarrected by this Agreement.
- 18. Governing Law and Regulatory Authority. This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and shall be exclusively enforced in accordance with the laws thereof. The provisions and obligations of this Agreement are performable in the City of Denton, Denton County, Texas. Venue shall lie for any lawsuit dealing with this Agreement in the courts of Denton County, Texas.
- 19. <u>Attorney's Fees</u>. Should either Party to this Agreement commence legal proceedings against the other to enforce the terms and provisions of this Agreement, the Party who does not substantially prevail in the proceeding(s) shall pay a reasonable amount of attorney's fees and expenses (including, but not limited to expert witness fees and deposition expenses) incurred by the prevailing Party.
- 20. <u>Severability.</u> If any term or provision of this Agreement is held by a court to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each illegal, invalid or unenforceable term or provision there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.
- 21. <u>Amendment.</u> This Agreement may be amended only upon mutual agreement of both of the Parties hereto, which amendment will not be effective until it is reduced to writing and executed by the Parties.
- 22. <u>Invoicing and Payment.</u> <u>Invoicing and payment terms for services associated with this Agreement shall be based upon and consistent with the applicable Ordinances of the City of Denton, Texas.</u>

23. <u>Assignability.</u> Customer and DME agree that this Agreement may not be assigned due to the
special nature of the Agreement. Any sale or disposition of the real property and the PPF covered hereby in whole or in part, by Customer will require that the PPF be disconnected from the Electric Utility System until DME has communicated with the new owner about relevant safety issues and until such time as the new owner signs a new Interconnection Agreement with DME.
24. <u>No Waiver.</u> The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.
25. <u>Entire Agreement.</u> It is understood and agreed that this Agreement contains the entire Agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed and signed by both Parties.
26. <u>No Third Party Beneficiaries.</u> This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein undertaken and assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
27. Paragraph Headings and Construction of Agreement. The descriptive headings of the various articles and sections of this Agreement Agreement for Interconnection and Parallel Operation of Distributed Generation page 7 of 8 be afforded no significance in the interpretation or construction of this Agreement. Both Parties hereto have participated in the negotiation and preparation of this Agreement, which shall not be construed either more or less strongly against or for either Party.
28. <u>Gender.</u> Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
29. <u>Exhibits</u> . All Exhibits to this Agreement are incorporated herewith by reference for all purposes, wherever reference is made to the same.
30. <u>Binding Effect.</u> Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, devisees, personal and legal representatives, successors, or assigns.
31. <u>Multiple Counterparts.</u> This Agreement may be executed in multiple counterparts, each of which is deemed an original, but all of which constitute but one and the same instrument.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives on this the day of, 20
DENTON MUNICIPAL ELECTRIC [CUSTOMER]
By:

Date:	Date:

# Standard Offer I Agreement for Interconnection and Parallel Operation of Distributed Generation page 8 of 8.

### **Qualification Requirement**

### **Program Participant**

Title:

DME offers incentives for customers with a peak demand of 200 kW or more that are interested in making energy efficiency upgrades to their facility. Standard Offer Incentive (SOI) participants must have a DME General Service Medium (GSM), General Service Large (GSL) and/or General Service Time of Use (TGS) electric account where the upgrades are to be completed. The peak demand reduction must be a minimum of 50 kW.

Upgrades must be pre-approved, in order to qualify for the rebate. Participant must submit written permission for DME to discuss their account and energy consumption with the installer. Only DME customers in good standing will be eligible to receive the rebate.

DME does not endorse any product, service, individual or company. Selection of a registered installer/contractor to perform work is the sole decision of the program participant. Any list of registered installers/contractors represents those companies who have registered themselves with DME. There is no work guarantee or warranty, expressed or implied, as to the quality, cost or effectiveness of the work performed by the contractor, employees or subcontractors.

Denton Municipal Electric makes no financial commitment to applicants until an application is accepted and a Letter of Intent (LOI) is issued. The LOI is valid for 90 days for a PV system to be

installed. Under extenuating circumstances, applicants may request extensions to their LOI. Requests for LOI extension must be submitted prior to LOI expiration, in writing, accompanied by a detailed explanation of the reason for the delay. Contractor must demonstrate that the cause of the delay is out of their control along with substantial progress toward project completion. Extensions will be granted at the sole discretion of DME. PSI participants forfeit their incentive reservation once the LOI has expired.

Acceptable projects may include: Lighting retrofit, HVAC upgrade, Motor replacement Unacceptable projects include those that: Rely on customer behavior, Involve cogeneration and demand management including generation from renewable, Have a negative impact on the environment, Have no capital investment, Plug loads

Those interested in participating in the Standard Offer Incentive (SOI) must have a DME General Service Medium (GSM), General Service Large (GSL) and/or General Service Time of Use (TGS) electric account where the upgrades are to be completed. Only DME customers in good standing will be eligible to receive the rebate. Participants must have a minimum peak demand of 200 kilowatts (kW). The peak demand reduction must be a minimum of 50 kW.

DME does not endorse any product, service, individual or company. Selection of a registered installer/contractor to perform work is the sole decision of the program participant. Any list of registered installers/contractors represents those companies who have registered themselves with DME. There is no work guarantee or warranty, expressed or implied, as to the quality, cost or effectiveness of the work performed by the contractor, employees or subcontractors.

Upgrades must be pre-approved, in order to qualify for the rebate. Participant must submit written permission for DME to discuss their account and energy consumption with the installer.

Denton Municipal Electric makes no financial commitment to applicants until an application is accepted and a Letter of Intent (LOI) is issued. The LOI is valid for 90 days for a PV system to be installed. Under extenuating circumstances, applicants may request extensions to their LOI. Requests for LOI extension must be submitted prior to LOI expiration, in writing, accompanied by a detailed explanation of the reason for the delay. Contractor must demonstrate that the cause of the delay is out of their control along with substantial progress toward project completion. Extensions will be granted at the sole discretion of DME. PSI participants forfeit their incentive reservation once the LOI has expired.

Acceptable projects may include: Lighting retrofit, HVAC upgrade, Motor replacement Unacceptable projects include those that: Rely on customer behavior, Involve cogeneration and demand management including generation from renewable, Have a negative impact on the environment, Have no capital investment, Plug loads

### **Installers**

Installer that installs the prescribed and approved energy efficient upgrades does not need to be registered as a DME Authorized Installer. Installer must submit the application along with estimated cost, estimated demand savings, and method of kW savings calculations. Installers must

also submit detailed information for each project including scope of work, specific equipment being removed and installed. DME will review the application and supporting documents for acceptance.

### **Standard Offer Incentive 50 - 100**

DME is offering commercial customers \$100.00 per kilowatt (kW) saved, less than or equal to 100 kW, over the minimum set by city, state, and federal energy efficiency standards, not to exceed 50 percent of total project cost.

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- Customer must have a minimum peak demand of 200 kW.
- The demand reduction must be a minimum of 50 kW.
- Replaced equipment must be disposed of and cannot be put back into service.
- The energy efficiency upgrade must be in service for at least ten (10) years.
- Equipment must meet all codes and permitting requirements.
- Lighting incentive will not count for more than 65 percent of total project.

### Application Process

- The following must be submitted to the Energy Programs Coordinator for evaluation and acceptance:
  - Standard Offer Incentive Form
  - Proposal showing estimated cost, estimated demand savings, and method of kW savings calculation.
- Customer will receive confirmation that the application was received via e-mail.
- DME will review the application to determine if the project will be accepted
- Customer will receive a LOI if the project has been accepted.
- Customer will be contacted to schedule an initial inspection.
- Within 30 days of the completion of the project, the customer will contact the Energy Programs Coordinator to schedule a final inspection. This inspection is strictly for the purpose of qualifying for the rebate, not to take the place of Building Inspections or internal quality control.
- Following final inspection, demand reduction will be verified.

For more information contact:	Program Administrator
Office Number	(940) 349 – 7529
Mailing Address	Energy Programs
	1659 Spencer Road
	Denton, TX 76205

= Following final inspection, demand reduction will be verified.



For more information contact: Energy Programs Coordinator	
Office Number	<del>(940) 349 - 7529</del>
Mailing Address	Energy Program Coordinator
	1659 Spencer Road
	Denton, TX 76205

### **Standard Offer Incentive 100 +**

DME is offering commercial customers \$125.00 per kilowatt (kW) saved, more than 100 kW, over the minimum set by city, state, and federal energy efficiency standards, not to exceed 50 percent of total project cost.

- Customer must have a minimum peak demand of 200 kW.
- The demand reduction must be a minimum of 101 kW.
- Replaced equipment must be disposed of and cannot be put back into service.
- The energy efficiency upgrade must be in service for at least ten (10) years.
- Equipment must meet all codes and permitting requirements.
- Lighting incentive will not count for more than 65 percent of total project.

### **Application Process**

- The following must be submitted to the Energy Programs Coordinator for evaluation and acceptance:
  - Standard Offer Incentive Form
  - Proposal showing estimated cost, estimated demand savings, and method of kW savings calculation.
- Customer will receive confirmation that the application was received via e-mail.
- DME will review the application to determine if the project will be accepted
- Customer will receive a LOI if the project has been accepted.
- Customer will be contacted to schedule an initial inspection.
- Within 30 days of the completion of the project, the customer will contact the Energy Programs Coordinator to schedule a final inspection. This inspection is strictly for the purpose of qualifying for the rebate, not to take the place of Building Inspections or internal quality control.
- Following final inspection, demand reduction will be verified.

For more information contact:	Program Administrator
Office Number Office Number	<u>(940) 349 – 7529</u> <del>(940) 349 – 7529</del>
Mailing Address	Energy Programs  1650 Spanger Bond
	1659 Spencer Road Denton, TX 76205

	Standard Offer Incentive Form (To be completed by DME Customer Representative.)		Received DateSubmitted Ck ReqReceived ByAmount Paid
<u>C</u>	USTOMER INFORATION		
C	ompany Name		Account No
Co	ontact Person	<u>Title</u>	Telephone No
Eı	mail Address		
Si	te Address		
Description of Study:			
C	ONSULTANT INFORMATION		]
C	ompany Name		
<u>C</u>	ontact Person	Title	Telephone No
Email address			
Company Address			
By signing below, you agree that you are duly authorized by the Customer to make decisions on its behalf and you represent to DME that you have read, understand and agree to abide by the terms, conditions, and requirements written in the SOI section of the GreenSense Incentive Program Manual. You are also granting release of historical usage information to be sent to the consultant to be used in the demand reduction analysis.			
P	rint Name	Signature	Date

	T	
Contact Person	Title	Telephone No
Email Address		
Site Address		
Site Fiduress		
Description of Study:		
CONSULTANT INFORMATION		
Company Name		
Contact Person	Title	Telephone No
Email address		
Company Address		
Company Fladress		
Dy signing helevy you agree that you	and duly outhorized by the Customen to	make decisions on its hehalf and you
	are duly authorized by the Customer to	
represent to DME that you have read, understand and agree to abide by the terms, conditions, and requirements written in the SOI section of the GreenSense Incentive Program Manual. You are also granting release of historical		
	nsultant to be used in the demand reduc	
usage information to be sent to the co	isultant to be used in the demand reduc	tion analysis.
Duint Nama	Cianatyma	Data
Print Name	Signature	Date
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# **Engineering Audit**

### **Qualification Requirement**

### **Program Participant**

Those interested in participating in the Engineering Audit (Audit) must have a DME General Service Large (GSL) and/or General Service Time of Use (TGS) electric account where the Audit is to be performed. Only DME customers in good standing will be eligible to receive the rebate. Each customer site is eligible for one detailed audit every three years.

DME neither expressly nor implicitly warrants any part of the audits. Customer understands that, while DME may provide a program to encourage energy efficiency, DME is not liable or responsible in any way for the performance or results of the audits or the Program. DME makes no warranties whatsoever that customer will realize any energy savings as a result of the audits or the program. In no event shall DME be responsible for any direct, special, incidental, consequential, punitive, exemplary or indirect damages in tort, contract, warranty, negligence, strict liability or under any indemnity provision or otherwise related to the audits or the Program. Customer assumes the risk of any loss or damage(s) that the customer may suffer in connection with its participation in the audits or the Program.

Customers requesting an engineering audit must fill out an Audit application and submit it to the Energy Programs Coordinator. The Energy Programs Coordinator will review the application and if approved, the customer will be notified and the detailed audit shall be completed by a professional engineer within ninety (90) days of approval by DME.

For more information contact: Ene	rov Pregram Administrator
Office Number	<u>(940) 349 – 7529</u>
Mailing Address	Energy Program Coordinator
Mailing Address	Energy Programs
	1659 Spencer Road
	Denton, TX 76205

### **Auditor**

Audit participants are encouraged to receive several quotes before entering a contract with an engineering firm. Engineering firm must have written permission from DME customer in order to exchange energy information with DME.

Engineers are required to submit completed audit reports and a copy of the invoice to the Program Manager within thirty (30) days after audit is done.

#### Minimum Scope of Work:

Once approved, the engineering audit shall include the following components:

- > Schedule of the customer site visit
- ➤ Identify the current status of any customer plans for equipment purchase, vendors under consideration, vendor bids, plans for new construction/expansion, and/or other changes.
- ➤ Identify the customer's schedule requirements (budget cycle, equipment lead-time issues, construction schedules, planned plant shutdowns, etc.)
- ➤ Identify what the customer needs to have to get an energy efficiency measure (EEM) implemented (financial criteria, maximum budget, etc.)
- Energy Use Baseline: Estimate the baseline energy use for all existing major electric equipment related to facility operations (i.e. refrigeration, air compressors, lighting, motors, etc.) based on historical usage provided to you by DME.
- ➤ EEMs
  - ♦— Clearly and concisely describe EEMs and EEM alternatives, and describe the source of energy savings
  - ♦—Identify the customer's business reasons (i.e. maintenance, energy efficiency, safety, end-of-life, production increase) for wanting a detailed audit done at the facility
  - ← Create a sketch to fully illustrate the current system. This sketch may include distances, controls, piping and instrumentation diagram (P&ID), process flow and any other pertinent information that affects the current or future function of the system.
  - ←\_Make an assessment of the potential project costs and energy and cost savings for the EEMs.
  - ♦—Include a description of your calculation methodology and how costs were estimated.
  - ♦—Include current Power Factor (PF), proposed PF, savings, and cost estimate.
  - ♠—An executive summary will be included in the report with a summary table of measures showing the description, current kilowatt and kilowatt-hours per year (kW & kWh/yr), proposed kW & kWh/yr, kW & kWh/yr savings, cost estimate, potential DME incentive, simple payback before incentive, and simple payback after incentive.

Engineers are required to submit completed audit reports and a copy of the invoice to the Program Manager within thirty (30) days after audit is done.

### **Incentive**

The incentive for qualifying audits is up to 50% of the total audit cost, not to exceed \$5,000 for DME participation.

Applying for the Engineering Audit Program does not disqualify eligible customers from applying for other DME incentives. Any customer's costs, including maintenance, in-house labor, overhead, direct or indirect, are not included in the cost of the audits and are not part of the reimbursement to be paid by DME.

Denton Municipal Electric makes no financial commitment to applicants until an application is accepted and a Letter of Intent (LOI) is issued by DME. The LOI is valid for 90 days for a detailed audit to be performed. Under extenuating circumstances, applicants may request extensions to their LOI. Requests for LOI extension must be submitted prior to LOI expiration, in writing, accompanied by a detailed explanation of the reason for the delay. Extensions shall be granted at the sole discretion of DME. Program participants forfeit their incentive reservation once the LOI has expired.

Incentives are given in the form of a check to the program participant. Customers do not have the option to have rebate sent directly to the contractor. Incentive payment will be issued within four (4) weeks after DME has reviewed final audit report.

Any application for which funding is not available will be returned to the applicant. DME does not have a waiting list or queue.

[See Detailed Audit Application on following page.]

# Detailed Audit Application (To be completed by DME Customer Representative.)

Received Date	Submitted Ck Req	
Received By	Amount Paid	

CUSTOMER INFORATION		
Company Name		Account No
Contact Person	Title	Telephone No
Email Address		
Site Address		
Description of Study:		
CONSULTANT INFORMATION		
Company Name		
Contact Person	Title	Telephone No
Email address		
Company Address		
By signing below, you agree that you are duly authorized by the Customer to make decisions on its behalf and you represent to DME that you have read, understand and agree to abide by the terms, conditions, and requirements written in the Engineering Audit section of the GreenSense Incentive Program Manual. You are also granting release of historical usage information to be sent to the consultant to be used in the energy audit analysis.		
Print Name	Signature	Date

# **4CP Incentive**

### **Qualification Requirement**

### **Program Participant**

The 4CP Incentive (4CP) is only for General Service Medium (GSM), General Service Large (GSL) and General Service Time of Use (TGS) customers who voluntarily enroll in Peak Curtailment by April 1 of a calendar year. To be considered for this program, customers must have a historic peak demand of at least 200 kW. DME retains the sole right to determine eligibility for this program

Eligible customers will only receive an incentive if they provide measurable and verifiable reductions to their usage during peak demand conditions on the ERCOT grid. DME will provide notice to customers prior to an anticipated peak demand event and customer can choose to respond or they can ignore the notification and not reduce usage.

4CP will not be activated until the total anticipated reduction amount enrolled exceeds 2,000 kW.

Customers participating in ERCOT's Emergency Response Service (ERS) or DME's Spot Price Load Reduction are not eligible for participation in Peak Curtailment.

### **Determination of Eligible Reduction**

There are four measured ERCOT peak demand events per year, one each in the months of June, July, August, and September. The customer's reduction amount in each of the four events will be averaged to determine the amount of peak demand reduction eligible for rebate.

Eligible Reduction =

Monthly Reduction (July) + Monthly Reduction (July) + Monthly Reduction (August) + Monthly Reduction (September)

4

The Monthly Reductions will be determined by taking the customer's kW demand reading during the 15 minute interval of ERCOT Peak Demand and comparing it to the customer's kW demand reading during the same 15 minute interval during the preceding three weekdays during which no reduction recommendation was issued. All demand reading utilized in determining the Monthly Reductions will be adjusted by the appropriate Power Factor.

The Eligible Reduction is only applicable for quarterly payments for the following calendar year. A new Eligible Reduction will need to be established for each calendar year based on the average of Monthly Reductions achieved in June, July, August, and September of the previous calendar year.

### **4CP Rate**

The 4CP rate will be applied to the net reduction will vary by year and be based on the last Total ERCOT Postage Stamp Rate approved by the Texas Public Utility Commission on March 1 of the calendar year following the demand reduction.

The Rate will be calculated as follows:

Peak Curtailment Rate =

.25x (Approved Total ERCOT Postage Stamp Rate in effect on March1 x .80)

### **Payments**

Payments will be made on a quarterly basis during the following calendar year. Payments will be made by check and be mailed by 15 days following the end of a calendar quarter. Payment amounts will be calculated as follows:

Eligible Reduction x Peak Curtailment Rate

### **Enrollment**

Customer must contact DME and be determined eligible and enrolled by May 1 of a calendar year in order for any Monthly Reductions to be recognized in determining an Eligible Reduction for the following calendar year. Otherwise the Eligible Reduction will be determined to be 0.

Contact the Energy Programs Coordinator for clarification on qualification requirements.

For more information contact: Energy Programs Coordinator		
Office Number	<del>(940) 349 – 7529</del>	
<b>Mailing Address</b>	Energy Program Coordinator	
	1659 Spencer Road	
	<del>Denton, TX 76205</del>	

# **Spot Price Load Reduction**

#### **Qualification Requirement**

### **Program Participant**

Spot Price Load Reduction (SPLR) is only for General Service Medium (GSM), General Service Large (GSL) and General Service Time of Use (TGS) customers who voluntarily enroll in the SPLR by April 1 of a calendar year. To be considered for this program, customers must have a historic peak demand of at least 200 kW. DME retains the sole right to determine eligibility for this program.

Eligible customers will only receive an incentive if they provide measurable and verifiable reductions to their usage during DME called events when spot prices are above threshold level as determined by DME. DME will provide notice to customers prior to an anticipated spot price event and customer can choose to accept or to decline the notification and not reduce usage.

The SPLR will not be activated until the total anticipated reduction amount enrolled exceeds 2,000 kW.

Customers participating in ERCOT's Emergency Response Service (ERS) or DME's Peak Curtailment are not eligible for participation in the SPLR.

#### **Determination of an Event**

DME can declare an SPLR Event at any time. DME anticipates declaring an event at any time it is expected that ERCOT Real Time North Load Zone price zone will exceed \$1,000 /MWh for a period of more than one hour. DME is under no obligation to declare an SPLR Event and will not be liable should DME fail to declare an SPLR Event for any reason including periods in which prices exceed \$1,000/MWh for more than one hour.

### **Determination of Eligible Reduction**

The customer's Eligible Reduction amount will be based on the customer's usage during a DME declared Event as compared to the customer's average usage during the same time period as the event during the preceding three weekdays. All usage readings utilized in determining the Eligible Reduction will be adjusted by the appropriate Power Factor.

The Eligible Reduction is only applicable for payments during DME declared events. DME is under no obligation to declare an event.

#### **SPLR Rate**

The rate to be applied to the net reduction will vary by event and be based on the average applicable Real Time spot price for the ERCOT load zone in which the customer resides during a declared event minus DME's effective cost of energy during the event.

The Rate will be calculated as follows:

SPLR Rate =

(Average ERCOT Real Time Load Zone Price during the event – DME effective cost of energy during the event) x .80

DME's effective cost of energy during the event will be the ECA in effect for the customer's account during the event.

#### **Payments**

Payments will be made on a quarterly basis for the prior quarter. Payments will be made by check and be mailed by 45 days following the end of a calendar quarter. Payment amounts will be calculated as follows:

Payment =

Eligible Reduction for each 15 minute period of the event x SPLR Rate for each 15 minute period of the event

### **Enrollment**

Customer must contact DME and be determined eligible and enrolled by May 1 of a calendar year in order for any Eligible Reductions to be recognized in determining payments during a quarter. Otherwise, the Eligible Reduction will be determined to be 0.

Contact the Energy Programs Coordinator for clarification on qualification requirements.

For more information contact: Energy Programs Coordinator		
Office Number	<del>(940) 349 – 7529</del>	
Mailing Address	Energy Program Coordinator	
	1659 Spencer Road	
	<del>Denton, TX 76205</del>	

# **ERCOT Emergency Response Service**

#### **PROGRAM SUMMARY**

The objective of the Emergency Response Service ("ERS") is to decrease energy demand on the Electric Reliability Council of Texas ("ERCOT") grid by reducing the electric demand of Denton Municipal Electric's ("DME") electric system, during times of ERCOT system emergencies, thereby lessening the likelihood of the need for firm load shedding (a.k.a, "rolling blackouts").

The Service offers incentives, through ERCOT, to qualified DME customers that make themselves available for deployment in an electric grid emergency. Customers may shed load or start backup generators to fulfill their obligations. Those interested in participating in this program will be able to choose between a ten (10) minute (ERS-10) orand thirty (30) minute (ERS-30) deployment.

Customers will be able to choose from four time periods:

Time Period Name	Beginning Feb 2016 Time Period Hours	
Time Period 1	Hours Ending 0600 - 0800 (5:00:00a.m. to 8:00:00a.m.) Monday through Friday except ERCOT Holidays	
Time Period 2	Hours Ending 0900 - 1300 (8:00:00a.m. to 1:00:00p.m.)  Monday through Friday except ERCOT Holidays.	
Time Period 3	Hours Ending 1400 - 1600 (1:00:00p.m. to 4:00:00p.m.)  Monday through Friday except ERCOT Holidays.	
Time Period 4	Hours Ending 1700 - 1900 (4:00:00p.m. to 7:00:00p.m.) Monday through Friday except ERCOT Holidays.	
Time Period 5	Hours Ending 2000 - 2200 (7:00:00p.m. to 10:00:00p.m.) Monday through Friday except ERCOT Holidays.	
Time Period 6	All other hours	

Time Period 1	Hours Ending 0600 - 0800 (5:00:00a.m. to 8:00:00a.m.) Monday through Friday except ERCOT Holidays	
Time Period 2	Hours Ending 0900 - 1300 (8:00:00a.m. to 1:00:00p.m.) Monday through Friday except ERCOT Holidays.	
Time Period 3	Hours Ending 1400 - 1600 (1:00:00p.m. to 4:00:00p.m.)  Monday through Friday except ERCOT Holidays.	
Time Period 4	Hours Ending 1700 - 1900 (4:00:00p.m. to 7:00:00p.m.) Monday through Friday except ERCOT Holidays.	
Time Period 5	Hours Ending 2000 - 2200 (7:00:00p.m. to 10:00:00p.m.) Monday through Friday except ERCOT Holidays.	
Time Period 6	All other hours	

DME's Energy Management Operations (EMO), on behalf of ERS Resources, will submit offers for one or more ERS Time Periods. Time Periods are given within a four-month Contract Period: October through January, February through May, and June through September. Customers bid for specific Time Periods and ERCOT awards contacts based on price and location. This Service will be in effect each fiscal year beginning on October 1, until program cancellation by ERCOT.

The ERS service will not be activated until the total anticipated reduction amount enrolled exceeds 2,000 kW.

To qualify for this service, applicants must receive electric service from DME. Program guidelines and payments are subject to change by ERCOT without prior notice.

To qualify for this service, applicants must receive electric service from DME. Program guidelines and payments are subject to change by ERCOT without prior notice.

<u>Program Participant</u> Contact the Energy Programs Coordinator for clarification on qualification requirements.

This program is only for General Service Medium (GSM), General Service Large (GSL) and General Service Time of Use (TGS) customers who voluntarily enroll in the Service and have an interval data recorder or smart meter. To be considered for this service, customers must have a historic peak demand of at least 200 kW. DME retains the sole right to determine eligibility for ERS.

The ERS service will not be activated until the total anticipated reduction amount enrolled exceeds 2,000 kW.

Customers participating in ERCOT's ERS are not eligible for DME's Spot Price Load Reduction or Peak Curtailment incentives.

Customers must successfully complete unannounced testing requirements that consist of an approximately thirty (30) minute curtailment. Participants must have a system in place that allows to drop committed load within eight (8) or twenty five (25) minutes.

The ERS program states a customer shall be obligated for a maximum deployment time of eight (8) cumulative hours during a contract period which can be spread over two events. In addition there is a one hour test that can be called on an unannounced basis by ERCOT. While the ERS

For more information contact:	
Office Number	<u>(940) 349 – 7137</u>
Mailing Address	Energy Program
	1659 Spencer Road
	Denton, TX 76205

program states a customer is obligated for up to eight hours of deployment, ERCOT also reserves the right to maintain ERS response service an additional four hours if necessary. This can result in an ERS provider ultimately providing up to twelve (12) hours of total response service during a contract period. In most cases, however, the expectation is that ERS events will last two (2) to three (3) hours. Upon completion of a deployment event, customers shall return to a condition that will allow them to meet their contracted obligations within ten (10) hours.

Customers must submit information to create an ERS Resource Identification (ERID).

#### **Determination of an Event**

ERCOT will deploy ERS-10 only during Energy Emergency Alerts (EEA) level 2 or 3 and may deploy ERS-30 only during EEA levels 1, 2 or 3.

EEA Level 1 – Power Watch: < 2,300 MW of on-line reserves

EEA Level 2 – Power Warning: < 1,750 MW of on-line reserves

EEA Level 3 – Power Emergency: On-line reserves continue to decline

#### **Compensation**

Participants are paid the Market Clearing Price if their ERS offer is accepted by ERCOT. ERCOT pays based on the availability and performance of the committed customer. ERCOT reviews 15-minute interval data to determine what level of availability and performance was met so that capacity payments and/or any non-compliance penalties may be assessed. All payments are made to the EMO by ERCOT seventy (70) days after end of the Contract Period. Compensation shall be based on actual hours in each Time Period.

The penalties for non-compliance may be a reduction or elimination in capacity payments and possible suspension from the Service.

ERCOT communicates directly with DME's EMO as a QSE. To participate in ERS, a customer must have a contract with DME EMO, which will provide all the administration of the Service. EMO services fee will be twenty-five (25) percent of awarded Market Clearing price.

Compensation shall be based on actual hours in each Time Period.

Award = Clearing Price x MW Committed x Number of Hours