

AGRICULTURE ENERGY EFFICIENCY (AgEE) PROGRAM

APPLICATION



The Agricultural Energy Efficiency (AgEE) Program could help your facility save on energy usage by upgrading to energy-efficient natural gas equipment.

INCENTIVES AND FINANCING

By helping you find the right energy efficiency solutions and upgrades, we simplify the process of improving your growing and on-site processing and drying facilities. We offer valuable incentives and support in obtaining additional grants and financing to make your upgrades more affordable—helping you save energy and money now and in the future.

ELIGIBILITY REQUIREMENTS

Qualifying businesses must be listed under North American Industry Classification System (NAICS) Code 11 and have an active service account with SoCalGas. Processing and drying facilities must be co-located with growing operations to qualify for incentives. In addition, businesses must not have received an incentive from SoCalGas for the same equipment within the past five(5) years.

¹Title 20 refers to Appliance Efficiency Regulations; Title 24 outlines Building Energy Efficiency Standards. Please visit the California Energy Commission at energy.ca.gov for more information.

GENERAL EQUIPMENT REQUIREMENTS

- All equipment must be new and natural gas. Fuel switching does not qualify.
- Qualifying equipment must be purchased and installed between Jan. 1, 2025, and Dec. 31, 2025.
 In addition, the equipment must be installed within 12 months of its purchase date, unless indicated otherwise.
- All required efficiencies must exceed Title 20 and 24 standards.¹
- Equipment must meet the program's technical specifications. Your AgEE account manager will provide quidance on measure-specific information.

FOR MORE INFORMATION

For questions and support, contact our team.

P: **844-523-9981**

E: AgEE@CAEnergyPrograms.com

For more information, visit:

CAEnergyPrograms.com/AgEE







ICF is a SoCalGas authorized contractor responsible for implementing this program through 12/31/2027. Program coordination, including site assessments and enrollment, will be completed by representatives of EnSave and ERI, authorized subcontractors of ICF.

PROGRAM APPLICATION SoCalGas Service Number **Installation Site** Business Name Business Address (Installation Site) City ZIP State Type of Business (e.g., dairy, poultry, cannabis) Authorized Representative Title Email Phone Mailing Address (Installation address will be used if no mailing address is provided) Address ZIP City State Email Phone **Rebate Payee Information** Name Address ZIP City State Measure Information ☐ Deemed ☐ NMEC ☐ Custom ☐ Direct Install Install Date _ **Purchase Date Installation Date Equipment Type** If yes, language spoken: \square Armenian \square Cantonese \square Korean \square Mandarin \square Spanish \square Tagalog \square Vietnamese \square Other $_$ Is the property the business is located on rented or leased? \square Yes \square No Does your business have 25 or less employees? \square Yes \square No Business Pay Tax Information (check one): \square Individual \square Corporation

How did you hear about the Program? ☐ Postcard ☐ Email ☐ Internet ☐ Ag Inc	dustry Event or Organization
Are there any bio-security issues related to visitors at your farm? \square Yes \square No	
Per SB1414 requirements reference Section 399.4 of the Public Utilities Code, the completed energy efficiency equipment installed complies with all applicable permitting requirements, including any applicable specifications or requirements set forth in the California Building Standards Code (Title 24 of the California Code of Regulations), and the Contractor that performed the installation holds the appropriate license for the work performed. Additionally, proof of a closed permit must be maintained and provided to the Program upon request. I have read and understand the terms and conditions. I certify that the information I have provided is true and correct and the products for which I am requesting a rebate meet the requirements listed on the rebate products form and specification sheet.	
Authorized Signature	Date
Authorized Customer Name (Print)	

PROGRAM APPLICATION (Continued)

The Agriculture Energy Efficiency Program is funded by California utility customers and administered by Southern California Gas Company (SoCalGas) under the auspices of the California Public Utilities Commission, through a contract awarded to ICF Resources, LLC. ("ICF"). Program funds, including any funds utilized for rebates or incentives, will be allocated on a first-come, first-served basis until such funds are no longer available. This program may be modified or terminated without prior notice. Customers who choose to participate in this program are not obligated to purchase any additional goods or services offered by ICF, Ensave, ERI, or any other third party. The selection, purchase, and ownership of goods and/or services are the sole responsibility of customer. SoCalGas makes no warranty, whether express or implied, including the warranty of merchantability or fitness for a particular purpose, of goods or services selected by customer. SoCalGas does not endorse, qualify, or guarantee the work of ICF, Ensave, ERI or any other third party. Eligibility requirements apply; see the program conditions for details.

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TERMS AND CONDITIONS

- 1. I understand, acknowledge, and agree to the following Terms and Conditions, which form a part of the application form for my participation in the Agriculture Energy Efficiency Program.
- 2. I understand that the Program is available to agricultural customers that hold an active service account with an active SoCalGas meter and service address located within SoCalGas territory.
- 3. I understand the Program, including the application requirements, as well as individual energy efficiency products, measures, or equipment ("Equipment") offered as part of this Program, may be modified, or terminated at any time without prior notice. Any information, results, and reports regarding your participation in the program may be made available to the California Public Utilities Commission ("CPUC").
- 4. I understand that the Program, including these Terms and Conditions, may be revised at any time without notice. In such an instance, unless otherwise prohibited under applicable law (including any CPUC order or directive), signed applications will be processed to completion under the Terms and Conditions in effect of the date of such signed application.
- 5. I understand the Program may end sooner than Dec. 31, 2025, if allocated funds are depleted. Equipment purchases and installations made prior to or after this specified term do not qualify for a rebate(s), incentive(s), and/or service(s). Program funds are limited. All applications are processed on a first-come, first-served basis, upon receipt, until funds are no longer available. I understand rebate(s), incentive(s), and/or service(s) are determined by the date the application is received. INCOMPLETE and INCORRECT **APPLICATIONS CANNOT BE PROCESSED.** Resubmitted applications are processed on a first-come, first-served basis upon the new receipt date. In the event rebate(s) and/or incentive(s) amounts change during the Program period, the order/purchase data and/or application postmark date will be used to determine Equipment eligibility and rebate or incentive amount. Rebate(s) and incentive(s) offerings and amounts may change without notice during the Program term. **Deemed Projects:** I understand to receive a rebate(s), applications must be submitted, approved, and installed within 12 months of the purchase date. Exceptions must be in writing and can only be granted at SoCalGas's sole discretion. Custom Projects: I understand to receive an incentive(s): (1) a completed Application must be submitted and approved before ordering Equipment; and (2) an executed Conditional Incentive Reservation (CIR) form prior to Equipment installation (the Equipment cannot be connected to a natural gas line until the CIR form is executed).
- 6. I have not received a rebate(s), incentive(s), and/or service(s) for the same Equipment from any other California Investor-Owned Utility (IOU), states or local third-party energy efficiency program funded by the Public Purpose Program Surcharge (PPPS). I cannot receive a rebate(s), incentive(s) and/or service(s) for the same Equipment from more than one California IOU participating in this Program or any other third-party programs offering rebates, financing, and/or other incentives funded by the CPUC. I understand that I cannot receive a rebate(s), incentive(s) and/or service(s) for any Equipment for which I have received a rebate(s), incentive(s) and/or service(s) from SoCalGas within five years prior to the application date. Equipment receiving a SoCalGas rebate(s) or incentive(s) at the point-of-sale, as an instant markdown, through a Regional Energy Network or Home Upgrade Program, or through a manufacturer/ distributor, do not qualify for a mail-in or online rebate(s), incentive(s), and/or service(s).

- 7. I understand rebate(s), and/or incentive(s) amount cannot exceed the actual purchase price of the Equipment (or the maximum allowance per unit), which includes materials cost plus installation labor, but does not include taxes or shipping costs. ICF Resources, LLC, ("ICF") and SoCalGas reserve the right to limit the number of Equipment receiving rebates or incentives. Customers who self-install may not charge installation labor. I agree to remove and dispose of the Equipment being replaced by the Equipment in accordance with all federal, state, and local laws.
- 8. I certify the installed qualifying Equipment in accordance with all applicable federal, state, county, city and local laws, rules, and regulations, including building codes, homeowner's association (if applicable), manufacturer's specifications, and permitting requirements, and understand the energy-efficiency level of the qualifying Equipment (as defined in the specification sheet) determines the rebate(s) and/or incentive(s) amount. If a contractor performed the installation or improvement, the contractor holds the appropriate license for the work performed.
- 9. I understand rebate(s) and/or incentive(s) payments are based on related energy benefits over the life of the Equipment. I agree to maintain the Equipment specified in this application: (1) 100% functional for the life of the Equipment or a period of five years from receipt of the rebate(s) and/or incentive(s) funds, whichever is less; and (2) continue to be a customer of SoCalGas during said time period. If any of the above ceases to be the case, I shall refund a prorated amount of the rebate(s) and/or incentive(s) dollars to SoCalGas based on the actual period of time for which I provided the related energy benefits as a customer of SoCalGas. I certify that all Equipment was purchased new, and I understand that resale Equipment and Equipment leased, rebuilt, refurbished, purchased at auction, rented, received from insurance or warranty claims, or won as a prize, received as a gift, purchased with reward points; or new parts installed in existing products, do not qualify. I understand that rebate(s) and/or incentive(s) will only be paid for Equipment that meets the specifications of the Program.
- 10. I certify that the information on this application is true and correct, and that the IRS Tax ID provided is accurate. I understand that the rebate(s) and/or incentive(s) could be taxable, and that I am urged to consult my tax advisor concerning the taxability of any rebate(s) and/or incentive(s) paid through this Program. The rebate(s) and/or incentive(s) that are greater than \$600 will be reported to the IRS on Form 1099 unless I have identified myself as a corporation or have tax exempt status and have noted as such in this application. Neither SoCalGas nor ICF are responsible for any taxes that may be imposed on me or my business as a result of the receipt of rebate(s) and/or incentive(s).
- 11. I understand that ICF is a SoCalGas authorized contractor responsible for implementing the Program through Dec. 31, 2027. I understand that the installation of the Equipment may require ICF and/or its authorized subcontractors to enter my facility. I agree to permit ICF and its authorized subcontractors to: (1) review completed and signed application; (2) install qualifying Equipment; and (3) verify installation of Equipment at my facility, as applicable.
- 12. I understand neither SoCalGas nor ICF shall have: (1) any obligation to maintain, remove, or perform any work whatsoever on the installed Equipment; or (2) any liability arising from a contractor's installation of the applicable Equipment or its failure to perform, for failure of the Equipment to function, for any damage to my premises caused by the contractor, or for any damages to property or injuries to persons caused by the Equipment.

TERMS AND CONDITIONS (Continued)

- 13. I understand all Projects are subject to evaluation studies of Equipment by and/or Program measurement by external contractors appointed by the CPUC. These studies are used to analyze and improve Program performance. I agree to participate by responding to inquiries from these contractors in a timely manner.
- 14. I will allow, if requested, a representative from SoCalGas, ICF, the CPUC, and/or any authorized third-party reasonable access to the property where the Equipment is located to verify the installed Equipment before the rebate(s) and/or incentive(s) are paid. I understand that neither a rebate(s) nor incentive(s) will be paid if I refuse to participate in any required verification. I understand that SoCalGas, ICF, CPUC and/or any authorized third party may contact the qualifying Equipment vendor and/or installer to verify purchase and/or installation of the Equipment and may provide my name and/or address to complete this verification. I understand this inspection is for the purpose of determining that the installed Equipment meets all Program requirements. I understand that rebate(s) and/or incentive(s) applications that are submitted to SoCalGas may be randomly selected for inspection to ensure Program and quality control compliance, and that a virtual video or in-person inspection may be requested and Geo-Tagged photos to verify the installation of the Equipment prior to the rebate(s) and/or incentive(s) payment.
- I acknowledge that I have been notified of SoCalGas's California Consumer Privacy Act (CCPA) Policy. Personal information may be solicited; visit socalgas.com/CCPA to review SoCalGas's CCPA Notice at Collection.
- 16. Customer Affidavit Statement per Resolution E-5115: I represent that I hereby certify that I am authorized to make this declaration as the Customer or as an authorized representative of the Customer. I certify that the existing equipment being replaced is in operating condition to the best of my knowledge. I acknowledge that misrepresentation will result in a rejection of all, or part of the project and that the Customer may be required to return the incentives associated with this project. I further acknowledge that misrepresentation will result in future projects submitted by the Customer being subjected to additional scrutiny and may result in Customer probation or suspension from current and future incentive programs.
- 17. HVAC WORKFORCE STANDARD QUALIFICATION REQUIREMENTS. Pursuant to CPUC Decision (D.)18-10-008, starting July 1, 2019, I represent that if my project involves the installation, modification or maintenance of [non-residential] heating, ventilation, and air conditioning (HVAC) measures and I am applying for an incentive of \$3,000 or more, that such project has been (or, will be, upon completion) installed by technicians each of whom has one of the following criteria; (1) completed a California or federal accredited HVAC apprenticeship; (2) is currently enrolled in a California or federal accredited HVAC apprenticeship; (3) completed at least five years of work experience at the journey level as defined by the California Department of Industrial Relations definition (Title 8, Section 205, of the California Code of Regulations), passed a practical and written HVAC system installation competency test, AND received credentialed training specific to the installation of technology being installed; or (4) holds a C-20 HVAC contractor license from California State Contractor's Licensing Board. Prior to any of such measures being installed, modified, or maintained, each technician rendering such work has provided (or will provide) their applicable qualification documentation for HVAC Measure Installation Qualification, which must be included in the application form].

- 18. I agree that the selection of Equipment, selection of contractor, manufacturer, dealer, supplier and/or installer, and purchase, installation and ownership and maintenance of (including work performed and services rendered with respect to) the Equipment referenced in this application package are my sole responsibility, that SoCalGas makes no representation, qualification, endorsement, or guarantee about any of the foregoing, and that the contractor, manufacturer, dealer, supplier, or installer of such Equipment and measures is not an agent or representative of SoCalGas or ICF. SoCalGas makes no warranty, whether express or implied, including the implied warranty of merchantability or fitness for a particular purpose, use or application of the Equipment or energy efficiency measures related thereto, and SoCalGas expressly disclaims such warranty. I acknowledge that I am not obligated to purchase any additional goods or services offered by any such contractor due to my choice to participate in this Program. I understand that my reliance on warranties is limited to any warranties that may arise from or be provided by contractors or vendors providing goods or performing services in connection with Equipment. Neither SoCalGas nor ICF are responsible for assuring the design, engineering, or construction of the facility or installation of the Equipment are proper or comply with any particular laws (including patent laws), codes, or industry standards. Neither SoCalGas nor ICF make any representations of any kind regarding the results to be achieved by the Equipment or the adequacy, safety, reliability, and/or efficiency of such Equipment.
- 19. I agree that SoCalGas has no liability whatsoever concerning: (1) the quality, safety, performance or other aspect of any design, system, energy efficiency Equipment installed pursuant to the Program and/or installation of the Equipment, including their fitness for any purpose; (2) the estimated energy savings of the Equipment; (3) the workmanship of any third parties; (4) the installation of use of the Equipment including, but not limited to, effects on indoor pollutants; and (5) any other matter with respect to the Program.
- 20. I waive any and all claims against SoCalGas, its parent company, affiliate companies, directors, officers, employees, or agents (collectively, "SoCalGas Parties"), arising out of activities conducted by or on behalf of SoCalGas in connection with my application for any rebate(s), incentive(s), and/or service(s) under the Program. Without limiting any of the foregoing, to the maximum extent permitted under applicable law, none of the SoCalGas Parties, ICF nor any of their respective affiliates shall be liable to me or any other parties for any types of damages, whether direct or indirect, special, consequential, exemplary, reliance, punitive or incidental damages, including damages for loss of use, regardless of the theory of recovery, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind, caused by, in connection with, or arising from any activities associated with this Program. To the maximum extent permitted under applicable law, I agree to indemnify the SoCalGas parties against all loss, damage, expense, fees, costs, and liability arising from any claims related to the use of any equipment installed or services performed during the installation or maintenance of such equipment referred to in my application for any rebate(s) or incentive(s) under the program.