

# 2021 Grow Energy Efficiently Pilot Program Application and Agreement

## Program overview

The DTE Energy (DTE) Grow Energy Efficiently Pilot Program (“Program”) offers financial incentives to help enable projects that reduce energy consumption and increase cost savings for controlled environment agriculture commercial grow customers. The program supports cannabis, food, hemp, decorative plants, and other crops.

To participate in the program and apply for incentives, please follow this process:

1. Confirm eligibility (see below)
2. Become familiar with program requirements for qualified upgrades
3. Install eligible equipment at facility
4. Follow the application instructions to apply for incentives
5. For projects with incentives over \$10,000 work with program team to schedule a post-inspection

Eligibility requirements:

- DTE business electric customer in good standing
- Pay the Energy Waste Reduction (EWR) surcharge
- Are not participating in other DTE’s downstream or midstream programs for the same project at the time of application

Project requirements include:

- Equipment must be installed at a facility with DTE electric service, this includes new construction and retrofit
- Project must include only eligible measures, unless otherwise noted
- Applications and relevant documentation must be submitted within 60 days of project completion and by November 30, 2021

## Application submission

Submit the following documents:

- Completed program application
- Completed project completion document
- W-9 for payee
- Copy of itemized equipment and installation invoice(s)

Applications can be submitted via one of the following:

- Email: [grow.dteeenergy@evergreen-efficiency.com](mailto:grow.dteeenergy@evergreen-efficiency.com)
- Mail: DTE Grow Energy Efficiently Pilot Program  
14845 SW Murray Scholls Dr. Suite 110, PMB #513  
Beaverton, OR 97007-9237

## Program contact information

Call 947.200.1131 · Email [grow.dteeenergy@evergreen-efficiency.com](mailto:grow.dteeenergy@evergreen-efficiency.com) · Visit our website at [grow.dteeenergy.com](http://grow.dteeenergy.com)

## Customer information

How did you hear about the program?								Trade ally	Referral	Program Rep.	Mailer	Program Website	Other:
Industry type		Cannabis	Hemp	Food	Decorative plants			Other:					
Business name				Project or building name (if applicable)									
DTE electric account # at project location				Name as it appears on DTE gas or electric bill									
Contact name				Contact Title									
Contact email				Contact phone									
Address where measures are installed				City			State		Zip				
Mailing address (if different than above)				City			State		Zip				

## Trade Ally information

Business name				
Contact name		Contact title		
Contact email		Contact phone		
Business address		City	State	Zip

## Project information

Total project cost (\$)		Project completion date	
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Lighting measures implemented

Ref #	Equipment type	Enter LED fixture/equipment count (A)	Energy savings (kWh/unit) (B)	Incentive (\$/kWh saved) (C)	Total incentive amount (A*B*C=D)
<i>Ex.</i>	<i>LED grow light - Tier 1</i>				
GL-1	Commercial LED grow lights for cannabis - Flowering rooms				
GL-2	Commercial LED grow lights for cannabis - Vegetative rooms				
GL-3	Commercial LED grow lights for cannabis - Seedling/clone rooms				
GL-4	Non-cannabis LED grow light - Tier 1 12 hours per day operation				
GL-5	Non-cannabis LED grow light - Tier 2 18 hours per day operation				
GL-6	LED exit signs electronic fixtures (retrofit only)				
GL-7	LED high bay - 1 shift				
GL-8	LED high bay				
GL-9	LED high bay - 8,000 hours operation				
GL-10	LED high bay - 24/7 operation				
GL-11	LED low bay				
GL-12	LED low bay - 2 shifts				
GL-13	LED low bay - 8,000 hours operation				
GL-14	LED low bay - 24/7 operation				
GL-15	Interior non-high bay/low bay LED fixtures				
GL-16	Interior non-high bay/low bay LED fixtures - 24/7 operation				
GL-17	LED downlight				

Ref #	Equipment type	Enter LED fixture/ equipment count (A)	Energy savings (kWh/unit) (B)	Incentive (\$/kWh saved) (C)	Total incentive amount (A*B*C=D)
GL-18	1x4 LED troffer or retrofit (1500-3000 lumens)				
GL-19	2x2 LED troffer or retrofit (2000-3000 lumens)				
GL-20	2x4 LED troffer or retrofit (3000-4500 lumens)				
GL-21	2x2 LED troffer or retrofit (3001-5000 lumens)				
GL-22	2x4 LED troffer or retrofit (4501-6000 lumens)				
GL-23	2x4 LED troffer or retrofit (6001-7500 lumens)				
GL-24	Exterior non-high bay/low bay LED fixture				
GL-25	Exterior HID replacement LED/Induction				
GL-26	Exterior HID replacement 50-100W HID retrofit				
GL-27	Exterior HID replacement 150 to 200W HID retrofit				
GL-28	Exterior HID replacement 250-400W HID retrofit				
GL-29	Exterior occupancy sensor				
GL-30	Exterior multi-step dim time clock				
GL-31	Exterior LED bi-level controls 0-810W LED				

### HVAC measures implemented

Ref #	Equipment type	Enter equipment count (A)	Energy savings (kWh/unit) (B)	Incentive (\$/kWh saved) (C)	Total incentive amount (A*B*C=D)
GH-1*	HVAC reduction in interior horticultural grow rooms				
GH-2	VFD for process fans under 50 Hp				
GH-3	ENERGY STAR dehumidification for indoor horticultural facilities 25 to 50 pint/day capacity				
GH-4	ENERGY STAR® dehumidification for indoor horticultural facilities 51 to 155 pint/day capacity				
GH-5	Dehumidification for indoor horticultural facilities over 155 pint/day capacity				

\* Installing LED grow lights reduces energy required to cool grow rooms. Use GH-1 measure if grow room uses mechanical cooling and LED grow lights were installed.

### Other measures implemented

Ref #	Equipment type	Enter equipment count (A)	Energy savings (kWh/unit) (B)	Incentive (\$/kWh saved) (C)	Total incentive amount (A*B*C=D)
GO-1					
GO-2					
GO-3					

### Measure(s) not included in the tables

For upgrades with measure(s) not included in the tables above, or information about eligibility requirements about incentivized measures, please reach out to the program by calling the hotline number or sending us an email. Your trade ally/vendor may also be available to help.

## Agreement terms and conditions

DTE makes available the Grow Energy Efficiently Pilot Program that offers incentives to eligible DTE customers who agree to implement recommended energy optimization measures at the customer facility listed above.

DTE has contracted with and authorized Energy Sciences Resource Partners, LLC (“Managing Administrator”) and Evergreen Consulting Group (“Operational Administrator”) (collectively, “Program Administrator”) to administer the Program including, but not limited to, such activities as: review, processing, and approval of customer applications; inspections of customer facilities, obtaining project information from customers and issuing incentive payments.

This Agreement (Agreement) by and between Program Administrator and customer (Customer), whose signature is below, sets out the terms governing Customer’s participation in the Program. The Agreement must be signed by Customer and returned to Program Administrator within 60 days of project completion and by November 30, 2021, to be considered for the Program.

The energy optimization measures listed within have been installed in a qualifying time frame, at a qualifying facility and are not for resale.

I understand that in the event this application received a reservation, that reservation is not a guarantee of payment. Incentive payment will be based upon the final application meeting the Program terms and conditions.

Selected terms and conditions include:

1. Final applications. Final applications and all required documentation must be received within 60 days of project completion and by November 30, 2021, whichever comes first. Incomplete applications, missing documents or applications submitted after that date will result in the project being cancelled.
2. Limitations on program incentives. The Program has a limited budget. Applications will be processed until allocated funds are reserved or spent.
3. Program measures. All equipment must be purchased and installed prior to submitting the final application. Materials removed, including lamps and PCB ballasts, must be permanently taken out of service and disposed of in accordance with federal and state laws or regulation and local codes and ordinances. The applicant is responsible for being aware of any applicable codes or ordinances. Information about hazardous waste disposal can be found at [www.epa.gov/wastes](http://www.epa.gov/wastes). The applicant may be required to refund some or all of the incentives if the measures do not remain (or were not) installed for a period of five (5) years or the end of the product life, whichever is less.
4. Taxes. Applicant acknowledges that receipt of any Incentive pursuant to this application may result in taxable income to the Applicant, even if Applicant does not directly receive a payment, and that Applicant is solely responsible for payment and reporting taxable income, if any, with respect to Applicant’s taxes. Applicant should consult his or her own tax advisor with respect to the tax treatment of Incentive provided pursuant to this Agreement. Nothing in this Agreement is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.
5. Documentation. For certain measures, the incentive amount will be determined based on the estimated energy savings. The applicant may be required to provide documentation to support energy savings. DTE will make the final determination of the energy savings and thus the incentive amount to be paid.
6. Third parties. DTE has no obligations regarding and does not endorse or guarantee any claims, promises, work or equipment made, performed, or furnished by any trade allies, contractors or equipment vendors that sell or install any

energy efficiency measures. Payment of incentives under the Program and/or evaluation of applications for incentives shall not deem DTE or any of its affiliates, employees, or agents to be responsible for any work completed in connection herewith.

7. Program inspections. To confirm eligibility and support identification, implementation of Applicable Measures, Applicant shall provide Program Administrator the following:
  - a. All requested Applicant information including, but not limited to, account information, energy usage data, relevant building systems documentation, contact information for Applicant's existing service contractors whose knowledge or activities could support implementation, and other relevant information for the completion of services under this Agreement.
  - b. Assistance with the reporting and collection of information pertaining to the operation Applicant's facility and time for facility personnel to interface with Program Administrator to assist with data collection from building systems.
  - c. Access to the facility throughout all phases of the project and for up to 6 months from the completion of the project.
8. Applicant information. Applicant authorizes DTE to provide applicable Applicant data with Program Administrator and Applicant's Trade Ally, if any, including DTE account information and energy usage data and other personally-identifiable information ("PII"). Program Administrator shall only utilize such Applicant data for providing Program services related to this Agreement to the Applicant and Program Administrator shall not disclose Applicant data to any outside organization without the Applicant's consent. However, Applicant understands that Program Administrator may disclose such information to its attorneys or be required to disclose Applicant data in connection with law enforcement, fraud prevention, regulation, and other legal action; in those cases, such third party vendors/contractors will comply with all legal requirements of the jurisdiction of the individual whose Applicant data would be disclosed before making such disclosure. Applicant also hereby authorizes DTE to collect, store and use the customer data for internal purposes and to present Applicant with other energy saving opportunities.

APPLICANT HEREBY RELEASES, HOLDS HARMLESS AND DISCHARGES DTE, AND PROGRAM ADMINISTRATOR, THEIR AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AFFILIATES, SUCCESSORS IN INTEREST AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS OF WHATEVER NATURE ARISING IN CONNECTION WITH OR ASSOCIATED WITH THE SHARING OF APPLICANT'S PII OR ANY OTHER DTE DATA.
9. Program promotion. DTE reserves the right to associate with your business and participation in the incentive program for promotion and advertising purposes.
10. Energy benefits. Applicant acknowledges that Federal Energy Regulatory Commission (FERC) order issued on June 1, 2012, at Docket No. ER11-4081-000 (FERC Order") approves of the inclusion of energy efficiency resources as planning resources in a utility's resource adequacy plan (all terms as defined in the FERC Order). Accordingly, applicant and DTE agree that all such rights afforded with respect to energy efficiency resources, including but not limited to the right to identify them as a planning resource so as to include them in a resource adequacy plan, shall inure exclusively and fully to DTE. Applicant agrees that it will not claim ownership in such energy efficiency resources for purposes of identifying them as a planning resource in accord with the FERC Order or include them in a resource adequacy plan.
11. Disclaimer of warranties. Applicant shall independently evaluate any information provided by DTE, Program Administrator and its Trade Ally, if any, related to estimates of energy savings or costs and is solely responsible for any decision related the eligible equipment implemented. Responsibility for delivery and workmanship related to any equipment or services Applicant procures exclusively rests with its Trade Ally or the contractor or retailer selected by Applicant providing and/or or installing the replacement equipment. DTE, and Program Administrator make no

warranties or representations of any kind with respect to the performance or effectiveness of any potential energy savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. DTE, AND PROGRAM ADMINISTRATOR, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Limitations of liability. To the fullest extent allowed by law, the total liability of DTE and Program Administrator, regardless of the number of claims, will be limited to the costs associated with providing the Incentive in accordance with this Agreement, and DTE and Program Administrator and their respective directors, employees, and subcontractors shall not be liable to the Applicant or any other party for any other obligation.

Notwithstanding any other provision of this Agreement to the contrary, in no event will DTE, Program Administrator and their respective directors, employees, and subcontractors be liable hereunder to Applicant or any third party for any type of damages, whether indirect, special, incidental, consequential, exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

13. Indemnification. Applicant shall defend, protect, indemnify and hold harmless DTE, Program Administrator, and their respective board members, officers, employees, contractors, and agents (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("Claims") arising out of or incident to, or related in any way to, directly or indirectly, participation in the Program or to this Agreement; provided however, that Applicant is not required to indemnify and hold harmless any Indemnified Party against Claims adjudicated to have been caused by an Indemnified Party's gross negligence or intentional misconduct.
14. Fraud. Applicant represents and warrants that it is eligible and authorized to participate in the Program, and that Applicant's participation in the Program will not result in the violation or breach by Applicant of law, Applicant's contractual obligations, or other duties to or rights of any third party. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds or incentives determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to the payor. Any Applicant found to be engaged in any fraudulent activity or misrepresentation of any kind will be removed from the Program. This section will not limit other remedies that may be available in response to the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
15. Governing law. This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Michigan. Any litigation between the parties shall be prosecuted only in the state or federal courts sitting in the State of Michigan.
16. Entire agreement/modification. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior representations or understandings, whether written or oral. No amendment or waiver of any of the provisions of this Agreement will be effective unless it is in writing and signed by both parties.



I have read and understand the measure specifications and the Agreement terms and conditions contained herein and agree to abide by those requirements. Furthermore, I concur that I must meet all eligibility criteria in order to be paid under this Program and not receive incentives from any other utility for the same project.

### Signature

DTE account holder name (print):	
DTE account holder signature:	
DTE account holder title:	
Date:	

**3rd party agreement:** The account holder can assign incentives to their contractor if they wish. To do so, check this box and initial here: \_\_\_\_\_