

Sonoma Clean Power GridSavvy Community Program Options, Incentives, and Terms and Conditions

The Sonoma Clean Power (“SCP”) GridSavvy Community Program Options (“GridSavvy Community Program”) and associated Incentives are subject to the following Terms and Conditions:

GENERAL TERMS & CONDITIONS

1. To be eligible for GridSavvy incentives or bill credits, you must be a current customer of SCP.
2. Limit one Equipment per available GridSavvy Program Option per SCP electric account.
3. A customer does not need to purchase equipment through the webstore to be eligible to enroll in GridSavvy. However, incentives and/or discounts only apply to the participating GridSavvy Equipment listed in the tables below that are ordered directly through the SCP webstore. If a customer already owns an eligible piece of equipment, they may enroll that equipment in the GridSavvy Community to earn GridSavvy bill credits, but are not eligible for any other incentives and/or discounts.
4. GridSavvy Equipment incentives are available through the end of the current fiscal year or while program funds and/or GridSavvy Equipment inventories last, whichever occurs first.
5. The Customer is solely responsible for paying all costs of installing any of the GridSavvy Equipment. SCP will not pay for installation costs or any upgrades to plumbing, heating, cooling, and/or electrical system required to install the GridSavvy Equipment. The Customer is responsible for hiring a qualified professional to estimate installation costs, obtain any necessary permits and the installation of the GridSavvy Equipment.
6. For returns or warranty repairs/replacements associated with products purchased on the GridSavvy webstore, please contact gridsavvy@sonomacleanpower.org. SCP enforces the product manufacturer’s return and warranty policies, which are subject to change. SCP is not responsible for repairs/replacements for equipment sold or purchased from outside of the GridSavvy webstore.
7. SCP reserves the right to withhold incentive payments and recover the amount of any incentive payment already issued for any GridSavvy Equipment installed outside of the SCP service territory or for any customers deemed to be violating the terms, conditions, and restrictions of the program.
8. SCP does not manufacture any of the GridSavvy Equipment, makes no representations, guarantees, or warranties about the GridSavvy Equipment, and is not responsible for the performance of the GridSavvy Equipment.

9. It is the Customer's sole responsibility to determine the suitability of any GridSavvy Equipment to their needs, and to ensure that you understand the limitations of any warranty or guarantee provided by the manufacturer.
10. SCP, Olivine, Inc. and their employees and agents, and the GridSavvy Equipment manufacturers shall have no liability for, and are released from any liability from, any and all damages resulting from your installation, use, and/or program performance of the GridSavvy Equipment provided. In no way does this release the GridSavvy Equipment manufacturer from its obligations under any warranty or guaranty provided by the manufacturer
11. Enrollment and participation in the GridSavvy Community, whether optional or mandatory, requires you to agree to and sign the Sonoma Clean Power Authority – GridSavvy Community Participation Agreement.
 - a. Upon confirmation of your signing of the Agreement and your participation in the GridSavvy Community, SCP will issue you an ongoing \$5/month bill credit so long as the terms and conditions of the program are met. Depending on billing cycles, it may take up to 3 months for the bill credit to be loaded.
 - i. There is a \$5 per month maximum bill credit for GridSavvy participation, regardless of number and type of devices participating.
 - b. More information is available in the Sonoma Clean Power Authority – GridSavvy Community Participation Agreement and FAQs at:
<https://sonomacleanpower.org/gridsavvy>.
12. You agree to abide by the GridSavvy Equipment Option specific terms and conditions in the following pages, in addition to these General Terms & Conditions.
13. Sonoma Clean Power GridSavvy Equipment Incentives Terms and Conditions are subject to change without prior notice.
14. By participating in the GridSavvy Community, you are authorizing Sonoma Clean Power to share certain information with the program implementers, Virtual Peaker and Olivine Inc., about your Nest thermostats, energy usage and associated account and billing data. This data is used to verify that you are eligible to participate in the GridSavvy Community program and to evaluate the comprehensive energy impacts of the Nest Learning Thermostat.
15. For more information, contact SCP by email at programs@sonomacleanpower.org.

GRIDSAVVY COMMUNITY PROGRAM OPTION 1: GRIDSAVVY ON-DEMAND TERMS & CONDITIONS

In addition to the General Terms & Conditions, all customers participating in the GridSavvy On-Demand option (through the Olivine Community app or web interface) are subject to Gridsavvy Community Program Option 1: GridSavvy On-Demand terms and conditions specified below.

1. All participants in the GridSavvy On-Demand must enroll in the program using the Olivine Community mobile or web application. Customers must agree to and abide by all terms, conditions, and restrictions of the program. By enrolling in the Program, the Customer warrants that it has all necessary authorization to enroll and has provided any necessary notice to property owners or managers. Enrollment will be confirmed once it is validated that all eligibility requirements have been satisfied.
2. Participation in any survey or event is entirely voluntary, but the level of participation will impact the amount of incentives earned. The participant may choose to accept or decline to participate in any specific Energy Event request via the app. The customer's level of participation will be tracked through the app.
3. For every event that Customer participates in, Customer will earn a \$1 incentive (subject to change). Once per calendar quarter, customers will be able to redeem their incentive or donate it to one of the GridSavvy Community Charity Partners (see section 4). If Customer chooses to keep incentive, customer will receive payment as an electric gift (e-gift) card or VISA electronic card (e-card) that is disbursed via Tango Card, a third-party vendor of electronic rewards sent to the email address associated with customer's account. The e-gift card will be sent as a Tango Card Reward Link.
4. In lieu of keeping the reward, Customer may choose to donate the reward amount to one of the below 501(c)(3) charity organizations. Customer's name, address, and contact information will not be shared with the charity organization. **Any donation will not be considered a tax deduction.**
 - a. The Climate Center
 - b. CTE Foundation
 - c. Mendocino Land Trust
 - d. North Coast Resource Conservation & Development Council
5. **If donating to one of the charity organizations (see Section 4), customer understands and acknowledges that this donation shall not be considered a charitable donation per state or federal guidelines.**
6. Events are scheduled to begin in July 2021. Program Implementer Olivine will issue Energy Event notifications to Program participants requesting them to reduce their energy usage. Events are from 1 to 2 hours in duration and can occur at any time during the availability window of 4 p.m. - 9 p.m. on the scheduled event day. These event notifications will be provided by app notification, email, or text to the designated contact no later than 5PM on the calendar day preceding an Energy Event.
7. Once an Energy Event has been scheduled, the participant may decline to participate up to 30 minutes prior to the start of the event and has the flexibility as to what action to choose to take to reduce energy consumption.

8. For customers that are participating in GridSavvy On-Demand Option as well as one of the other Program Options listed here (Program Options 2-5), Customers may earn both rewards earned for the GridSavvy On Demand option—in the form of Tango cards or donations to a charity partner—and the \$5/month bill credit associated with the other Program Option that they are participating in.

///End of GridSavvy Community Option 1: GridSavvy On Demand Terms & Conditions///

**GRIDSAVVY COMMUNITY PROGRAM OPTION 2: ELECTRIC VEHICLE CHARGING
EQUIPMENT TERMS & CONDITIONS**

In addition to the General Terms & Conditions, all eligible Electric Vehicle Charging Equipment (“EV Charging Equipment”) receiving incentives listed in Table 1 are subject to GridSavvy Community Program Option 2: Electric Vehicle Charging Equipment Terms & Conditions specified below.

1. The Customer is responsible for paying 50% of the EV Charging Equipment retail price (see below) as well as the shipping of the EV Charging Equipment, plus sales tax on the (undiscounted) price of the EV Charging Equipment at time of purchase. For all EV Charging Equipment, the shipping fee is \$15.00. The remaining cost of the EV Charging Equipment will be paid by SCP.
2. Once the EV Charging Equipment is installed and activated, SCP will issue an incentive payment by check to reimburse the remaining cost of the EV Charging Equipment.
 - a. “Incentive payment” includes 50% of the EV Charging Equipment retail price (see below), the shipping and handling of the EV Charging Equipment, plus sales tax on the (undiscounted) price of the EV Charging Equipment.
 - b. “Incentive payment” does **NOT** cover any installation costs.
 - c. SCP will issue the incentive payment by check to the same shipping address that was used to order the EV Charging Equipment.
 - d. For purposes of this GSE Option, “activated” is defined as a charger being connected to Wi-Fi and a minimum of 1 charging session logged.
3. For any EV Charging Equipment that SCP partially or fully pays for, customer agrees that SCP is entitled to the Renewable Energy Credit and Low Carbon Fuel Standard credits and that the Customer will neither claim any of the credits, nor attempt to request or assist that a party other than SCP or its designated agent should claim any of the credits.
4. For customers that are participating in the GridSavvy Community with only a EV charging station, the \$5 month bill credit will be discontinued if the customer does not complete a minimum of 1 charging session over a given calendar quarter (January-March, April-June, July-September, and October-December).
5. The incentive applies only to the specific EV Charging Equipment listed in Table 1: Eligible JuiceNet Enabled Charging Equipment below that are purchased directly from the SCP GridSavvy webstore.
6. Provided a customer already owns an eligible piece of Equipment, they may enroll that Equipment in the GridSavvy community to earn GridSavvy bill credits but are not eligible for any additional incentives and/or discounts.

Table 1: Eligible JuiceNet Enabled Charging Equipment

Eligible JuiceNet Enabled Charging Equipment	Retail Price (basis for tax)	Total Upfront Price (reimbursed once charger is installed and activated)
JuiceBox® Pro 40 - WiFi-enabled 40-Amp EVSE with JuiceNet®, Hardwire	\$554	\$277 plus tax and \$15 shipping
JuiceBox® Pro 40 - WiFi-enabled 40-Amp EVSE with JuiceNet®, Plug-in	\$545	\$272.50 plus tax and \$15 shipping
ClipperCreek HCS-40 JuiceNet® Edition, Hardwire	\$689	\$344.50 plus tax and \$15 shipping
ClipperCreek HCS-40 JuiceNet® Edition, Plug-in	\$689	\$344.50 plus tax and \$15 shipping

7. For every EV Charging Equipment a customer orders and receives incentive payments from SCP, SCP reserves the right to collect, receive, view, and utilize data recorded by the EV Charging Equipment, even if the customer has not enrolled in GridSavvy. Such data may include, but is not limited to, kWh usage data per session and for each month, Global Positioning System (GPS) data, Vehicle Identification Number(s) (VIN), JuiceNet ID, session ID, start and end times, charging station information, charging duration times, session duration times, and any other data recorded by the EV Charging Equipment not reflected in the reports SCP receives from its vendor. However, the data collected and shared by the EV Charging Equipment does not include personal identifying information, such as name or credit card information. SCP explicitly retains the right to maintain and utilize the data in any capacity SCP deems fit, including but not limited to, submitting the data to the California Air Resources Board (CARB) or contractors representing SCP at the CARB. SCP does not and will not sell the information described in this section to third parties for commercial purposes.

///End of GridSavvy Community Program Option 2: Electric Vehicle Charging Equipment Terms & Conditions///

GRIDSAVVY COMMUNITY PROGRAM OPTION 3: ECOBEE SMART THERMOSTAT EQUIPMENT TERMS & CONDITIONS

In addition to the General Terms & Conditions, all eligible ecobee Thermostat Equipment (“ecobee Thermostat Equipment”) receiving incentives listed in Table 2 are subject to GridSavvy Community Program Option: Smart Thermostat Equipment Terms & Conditions specified below.

1. Provided a customer already owns an eligible piece of Equipment below, they may enroll that Equipment in the GridSavvy Community to earn GridSavvy bill credits but are not eligible for any additional incentives and/or discounts.
 - a. Ecobee Smart Thermostat with Voice
 - b. Ecobee3 Smart Thermostat Lite
 - c. Ecobee 3 Thermostat
 - d. Ecobee4 Smart Thermostat
2. All customers enrolling in the GridSavvy Community, and customers agree to abide by the terms set forth in Section 11 of the General Terms & Conditions.
3. In order to participate in the GridSavvy Community and earn the associated benefits, a Customer must have central air conditioning.
4. In order to participate in the GridSavvy Community and earn the associated benefits, a Customer must install the eco+ app and eco+ software on their ecobee device.
5. The instant incentive applies only to the specific Thermostat Equipment purchased through the GridSavvy Community webstore listed in Table 2: Eligible Thermostat Equipment below:

Table 2: Eligible Thermostat Equipment

Eligible Thermostat Equipment	Retail Price (basis for tax)	Total Price to SCP Customer
Ecobee Smart Thermostat with Voice	\$249	\$199 plus tax and \$10 shipping and handling fee
Ecobee3 Smart Thermostat Lite	\$169	\$119 plus tax and \$10 shipping and handling fee

6. The Customer is responsible for paying the fee for the Thermostat Equipment listed in Table 2, the shipping and handling of the Thermostat Equipment, plus sales tax on the (undiscounted) price of the Thermostat Equipment at time of purchase. For all Thermostat Equipment, the shipping and handling fee is \$10.00.
7. SCP will not pay incentives and/or bill credits to customers who initiate their GridSavvy Community enrollment through the ecobee app, but do not complete the rest of the requirements on the GridSavvy website such as executing the Participation Agreement and the Customer Information Service Request (CISR) Form.



*///End of GridSavvy Community Program Option 3: ecobee Smart Thermostat Equipment
Terms & Conditions///*

GRIDSAVVY COMMUNITY PROGRAM OPTION 4: GOOGLE NEST SMART THERMOSTAT EQUIPMENT TERMS & CONDITIONS

In addition to the General Terms & Conditions, all eligible Google Nest Thermostat Equipment (“Nest Thermostat Equipment”) receiving incentives listed in Table 3 are subject to GridSavvy Community Program Option: Smart Thermostat Equipment Terms & Conditions specified below.

1. Provided a customer already owns an eligible piece of Equipment below, they may enroll that Equipment in the GridSavvy Community to earn GridSavvy bill credits but are not eligible for any additional incentives and/or discounts.
 - a. Google Nest Thermostat
 - b. Google Nest Learning Thermostat
 - c. Google Nest Thermostat E
2. All customers enrolling in the GridSavvy Community, and customers agree to abide by the terms set forth in Section 11 of the General Terms & Conditions.
3. In order to participate in the GridSavvy Community and earn the associated benefits, a Customer must have central air conditioning.
4. In order to participate in the GridSavvy Community and earn the associated benefits, a Customer must install the Google Home or Nest app.
5. The instant incentive applies only to the specific Thermostat Equipment purchased through the GridSavvy Community webstore listed in Table 3: Eligible Thermostat Equipment below:

Table 3: Eligible Thermostat Equipment

Eligible Thermostat Equipment	Retail Price (basis for tax)	Total Price to SCP Customer
Google Nest Thermostat. (Snow and Charcoal). Model Nos GA01334-US-1 and GA02081-US-1	\$129.99	\$79.99 plus tax and \$10 shipping and handling fee
Google Nest Learning Thermostat Gen 3 (Stainless Steel). Model No. T3007ES	\$ 249.00	\$199.00 plus tax and \$10 shipping and handling fee

6. The Customer is responsible for paying the fee for the Thermostat Equipment listed in Table 1, the shipping and handling of the Thermostat Equipment, plus sales tax on the (undiscounted) price of the Thermostat Equipment at time of purchase. For all Thermostat Equipment, the shipping and handling fee is \$10.00.
7. SCP will pay incentives and/or bill credits to participants after customers complete their SCP customer verification and Demand Response program participation agreement, per California regulatory requirements.

8. By participating in the GridSavvy Community with a Nest thermostat, the Customer understands that they will be participating in “Rush Hour Rewards” demand response events that automatically adjust heating and cooling schedules during the “Rush Hour Rewards” events. For more information on how events will be communicated and how events can be overridden, see the Program FAQs at: <https://sonomacleanpower.org/gridsavvy>.

*///End of GridSavvy Community Program Option 4: Google Nest Smart Thermostat
Equipment Terms & Conditions///*

GRIDSAVVY COMMUNITY PROGRAM OPTION 5: HEAT PUMP WATER HEATER EQUIPMENT TERMS & CONDITIONS

In addition to the General Terms & Conditions, all eligible Hybrid Heat Pump Water Heater Packages (“HHPWH equipment”) receiving incentives listed in Table 4 are subject to GSE Option 5: Heat Pump Water Heater Equipment Terms & Conditions specified below.

8. All HHPWH equipment installations require a permit from the local jurisdiction (town, city, unincorporated area). It is the customer’s sole responsibility to ensure that proper permits are pulled for their project.
9. Customer acknowledges a thermostatic mixing valve set to 120° F (49° C) is required for all HHPWH equipment incentivized through the program.
10. The instant incentive applies only to the specific equipment listed in Table 3 Eligible Hybrid Heat Pump Water Heater Packages below and installed by a BayREN Home+ contractor. The instant incentive applies only to water heater retrofits,

Table 4 Eligible Hybrid Heat Pump Water Heater Packages

Eligible Hybrid Heat Pump Water Heater Packages	BayREN Home+ Incentive	Sonoma Clean Power Incentive	Total Equipment Price
Rheem ProTerra or Ruud Ultra 80 Gal. Hybrid Heat Pump Water Heater (Model# PROPH80 T2 RH375-xx or PROUH80 T2 RU375-xx) PLUS a thermostatic mixing valve	\$1000	\$700 for standard customers, \$1000 for CARE/FERA customers	Contact a participating contractor for total installed pricing.
Rheem ProTerra or Ruud Ultra 50 Gal. Hybrid Heat Pump Water Heater (Model# PROPH50 T2 RH375-xx or PROUH50 T2 RU375-xx) PLUS a thermostatic mixing valve	\$1000	\$700 for standard customers, \$1000 for CARE/FERA customers	Contact a participating contractor for total installed pricing.
AO Smith HPTU-80N water heater PLUS a thermostatic mixing valve AND a SkyCentrics CTA-2045 module	\$1000	\$700 for standard customers, \$1000 for CARE/FERA customers	Contact a participating contractor for total installed pricing.

FPTU-80 water heater PLUS a thermostatic mixing valve AND a SkyCentrics CTA-2045 module	\$1000	\$700 for standard customers, \$1000 for CARE/FERA customers	Contact a participating contractor for total installed pricing.
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11. Installation of the HHPWH equipment must be completed by a participating BayREN Home+ contractor.

12. Sonoma Clean Power is not responsible for and makes no representations or guarantees on behalf of the BayREN Home+ program.
13. In addition to Section 10, SCP, Olivine, Inc. or their agents, and the HHPWH equipment manufacturer shall have no liability for, and you release SCP, Olivine, Inc and their agents, and the HHPWH equipment manufacturer from any liability from, any and all damages or injuries resulting from your installation or use of the HHPWH equipment or the thermostatic mixing valve.
14. Sonoma Clean Power does not endorse and makes no representations, guarantees, or warranties about the participating HHPWH equipment contractors. It is your sole responsibility to determine whether a contractor is suitable for your project.
15. Customer agrees and understands that the GridSavvy HHPWH program may result in temporary “superheating” of the water in the water heaters. Water heaters which have not been properly installed and/or inspected, or which have been altered after inspection may malfunction in such instances, and may pose a risk of property damage, injury, and death to the Customer and others in Customer’s household for various reasons including but not limited to the temperature of the water or pressure in the water heater which could rupture or explode. . By enrolling in the GridSavvy HHPWH program, Customer (a) represents and warrants that the water heater at Customer’s premises has been properly installed and inspected and includes a properly functioning thermostatic mixing valve conforming to ASSE 1017 and (b) accepts all legal responsibility and liability for any damage to property or individuals, including death, and hereby indemnifies Sonoma Clean Power and Olivine from any and all claims associated with Customer’s enrollment in a Water Heater Program, and use of the water heater including claims in whatever form resulting from property damage, injury, or death due to the superheating of water or the rupture or explosion of the water heater.
16. In order to ensure you remain enrolled in the GridSavvy Community and continue to receive your \$5/month bill credit you must ensure that your HPWH is properly connected to Wi-Fi and available for participation in the GridSavvy Community. You must meet the following requirements at all times:
 - a. Ensure your HPWH remains connected to WiFi.
 - b. Never delete the EcoNet app from your mobile phone.
 - c. Never delete the water heater product in the EcoNet app
 - d. Never enable Follow Schedule in the EcoNet App

*/// End of GridSavvy Community Program Option 5: Heat Pump Water Heater Equipment
Terms & Conditions ///*