

October 8, 2024

Cora Panturad County of Monterey 168 W. Alisal St. Salinas, CA 93901

Dear Cora,

Please accept this letter as a commitment offer for the incentive quotes on behalf of PG&E Government/K-12 program as administered by Willdan Energy Solutions.

The table following this cover letter presents the project financials for each site that we assessed. This table also includes the incentive funds that PG&E, through Willdan as Program Administrator, has committed to this project. This letter reserves those funds on a **first come first served basis.** Please let me know if there is an expected delay in signature approval as funding is limited.

The GK12 program will be managing your work across 11 different projects – to be reported to PG&E on completion. The enclosed Program Participation Agreement governs each of those projects individually.

For the Government Center at 168 W. Alisal Street, we will need to recheck the available space on the roof for the new heat pumps. The project is presented with two heat pumps. The County and Willdan will need to agree on a final solution or cancel the project.

GK12 is funded by the California Ratepayer and has limited funding for your project to keep it **no/low cost**. By accepting this project the signing agency (Particpant) acknowledges and agrees to the following:

- 1. Participant, as applicable, will support navigating the permitting process.
- 2. Participant will, as applicable, facilitate setting permitting expectations for the GK12 program scopes made part of this Program Participation Agreement.
- 3. GK12 has budgeted \$500.00 per permit. Should per project permitting costs exceed \$500.00, the program reserves the right to (a) cover the cost or (b) pass the cost back to your agency should the total cost of the install exceed our program budget for the work.
- 4. Participant agrees that changes in permitting requirements and expectations, from permit issuance to permit closure will not occur. Should they occur, Participant agrees to waive or cover any additional permitting costs associated with special inspections or after-the-fact engineering expectations that exceed the budgeted \$500.00 noted in item 3 above.
- 5. Participant understands that clear expecations regarding permitting, as applicable, prior to installation, will mitigate challenges during permit closures.
- 6. Participant understands that the project scopes are limited to actions that must be taken to install a Heat Pump Water Heater.
- 7. Participant upstream or downstream plumbing issues may arise due to the temporary shut-off of hotwater. Examples include but are not limited to failing o-ring and gasket failures.
- 8. The program will in good faith, support the resolution of such issues noted in item 6 and 7 above; additional funding to address upstream and downstream issues not associated with the scope will be considered on a case-by-case basis.

- 9. The agency has reviewed the scope and understands the recommendations by the GK12 program, potential changes in facility functional use or forecasted changes in occupancy, and that the presented scope is acceptable for current and forecasted use.
- 10. GK12 will not be responsible for a lack of hot water should the space's functional use change or should occupancy levels increase after the installation.
- 11. The Participant, will in good faith, promptly communicate with GK12 staff should any concerns arise to ensure the program can rapidly resolve the stated issue.

Should you agree to move the project forward, our subcontractor will be responsible for the pulling and closing of building permits. A Willdan representative will periodically be onsite to oversee our subcontractor.

If there are any questions, please contact me.

Lou Jacobson

Thank you in advance for participating in the PG&E Government K-12 Program.

Sincerely,

Lou Jacobson

Willdan Energy Solutions

cc: Tom Kouris; Ashleigh Servadio; Andrea Hurst

County of Monterey	Government Center 168 W Alisal	Government Center 1441 Schilling North 1st Floor	Government Center 1441 Schilling South 2nd Floor	Government Center 1441 Schilling South 3rd Floor	Day Care 1494 Schilling	Corp Yard 855 E Laurel Building A	Corp Yard B	Corp Yard 855 E Laurel Building C	Corp Yard Building D	Corp Yard Building E	Corp Yard Building F	Total
Existing Gas WH	(1) 100 gallons	(2) 100 gallons	(1) 50 gallons	(1) 96 gallon	(1) 50 gallons	(1) 75 gallons	(1) 29 gallons	(1) 40 gallons	(2) 50 gallons	(1) 29 + (1) 40 gal	(1) 30 gallons	
Proposed HPWH	(2) 120 gallons	(2) 120 gallons	(1) 50 gallons	(2) 120 gallon	(1) 50 gallons	(1) 80 gallon gallo	(1) 50 gallons	(1) 50 gallons	(2) 50 gallons	(2) 50 Gallons	(1) 50 gallons	
COSTS												
Base Cost	\$39,072.80	\$39,072.80	\$6,992.00	\$39,072.80	\$6,992.00	\$8,590.00	\$6,992.00	\$6,992.00	\$13,984.00	\$13,984.00	\$6,992.00	\$188,736.40
Add On: Electric Run	\$330.00	\$0.00	\$240.00	\$550.00	\$0.00	\$840.00	\$960.00	\$600.00	\$1,140.00	\$840.00	\$360.00	\$5,860.00
Add-On: Stair Lift	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$0.00	\$0.00	\$2,000.00
Add On: Manual Haul	\$0.00	\$0.00	\$0.00	\$0.00	\$940.00	\$0.00	\$0.00	\$0.00	\$0.00	\$940.00	\$940.00	\$2,820.00
Add On: Condensate Pump	\$0.00	\$274.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$274.00
Add On: Crane	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option: Prevailing Wage	\$4,800.00	\$4,800.00	\$2,400.00	\$4,800.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$4,800.00	\$4,800.00	\$2,400.00	\$38,400.00
Total Cost	\$44,202.80	\$44,146.80	\$9,632.00	\$44,422.80	\$10,332.00	\$12,330.00	\$10,852.00	\$10,492.00	\$20,424.00	\$20,564.00	\$10,692.00	\$238,090.40
PG&E Incentive	\$44,202.80	\$44,146.80	\$9,632.00	\$44,422.80	\$10,332.00	\$12,330.00	\$10,852.00	\$10,492.00	\$20,424.00	\$20,564.00	\$10,692.00	\$238,090.40
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Net Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Program Participation Agreement

Thank you for participating in Willdan's Government and K-12 Schools Program. Follow the 3 steps below to get started.

Step 1: Submit this PPA and pre-installation application to Willdan before commencing installation of energy efficiency measures

Step 2: Willdan ("Implementer") will review the application and issue a Notice to Proceed (NTP)

Step 3: After receiving a NTP, proceed with the installation of measures and then submit the post-installation application (includes Project Certification Form, invoices, calculations, photos, cut sheets, and W-9 form)

Site Information					
Site or Building Name:	Site Contact Name:	Site Contact	: Phone:	Site Cor	ntact Email:
Site Address (if multiple, prov	ide full list in an attachment):	Mailing Add	ress:		
PG&E Account Informat	tion	Project Es	stimates		
Account Holder Name:	Interval Meter? (Y/N):	Estimated To	otal Project Cost:	Estimate	ed Total Incentive ¹ :
Electric Service ID#:	Gas Service ID#:	Estimated P	roject Completion [Date:	
Measures - From Project	t Feasibility Study Measure Description	Electri Savings		mand gs (kW)	Gas Savings (Therms)
	eveloped detailed calculations for prop res included as part of this program pa				
Incentive Payment - If In Make Incentive Payable To:	ncentives Apply. Payee Must I	Have W-9 On Fi Payee Type:	<u> </u>		attention To, etc.):
Incentive Mailing Address:		State:	Zip Code:	Telephor	ne:



Customer agrees to implement its project ("Project") subject to these Program Application Agreement Terms and Conditions ("Project Application Agreement").

- 1. AUTHORITY. Customer represents and warrants it has the Project Site owner's permission to implement the Project.
- 2. ELIGIBILITY REQUIREMENTS. Eligibility requirements for Projects seeking to participate in Programs must be for a non-residential use and the Project's meter is charged the public purpose fund surcharge. Project implementation is subject to all California Public Utility Commission (CPUC) regulatory mandates, the Program Project's rules and policies which may change without notice, (Statewide Customized Offering Procedures Manual, PG&E's Platform Rulebook, CPUC NMEC Rulebook) individually and collectively, the (Program Manual), Project measures have not been replaced within the last five years, and any other eligibility requirements as required by PG&E.
- 3. WORKFORCE STANDARDS AND INCENTIVES FOR HVAC AND LIGHTING CONTROL MEASURES. Projects that receive an incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding \$3,000 and/or for lighting control (LC) measure exceeding \$2,000, prior to these measures being installed, modified or maintained, each technician rendering such work is required to provide their applicable qualification documentation and must have for at least one of the following: (a) Completed an accredited HVAC apprenticeship. (b) Is enrolled in an accredited HVAC apprenticeship. (c) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the CA Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed. (d) Has a C-20 HVAC contractor license issued by the CA Contractors State Licensing Board; and for LC Measures the person doing the work must produce an installer certification from the CA Advanced Lighting Controls Training Program.
- 4. PROJECT APPROVAL AND PRODUCT QUALIFICATION. Projects may be required to receive written Project Approval in accordance with the applicable requirements in the Program Manual, which can include the CPUC Energy Division (ED) review and approval for the Project. Until approved, Projects must not remove any existing Project equipment/systems, pre-ordering, purchasing, or installing any equipment. Equipment leased, rebuilt, rented, received from warranty or insurance claims, exchanged, or won as a prize; new parts installed in existing equipment; or resale products do not qualify.
- 5. PROJECT DESIGN, FEASABILITY, INSTALLATION AND PERMITS. If applicable, PG&E may review the design, construction, operation or maintenance of the Project which does not does not constitute any guarantee or representation as to the economic or technical feasibility, operational capability, or reliability of the Project measures. Project design, feasibility, installation and acquiring permits to implement Customer's Project is between and the Implementer, the contractor performing the work to implement Customer's project, if any, and Customer. PG&E shall have no responsibility whatsoever to be responsible for, and under no circumstances be required to obtain any necessary Project permits, materials, labor, costs to develop the Project's scope, final design, acquire bids, hire appropriate licensed contractor(s), verify applicable workforce standards, technical and operational Project feasibility, and other related cost and fees to implement the Project.
- 6. PROJECT INSTALLATION DEADLINE. Projects must be completed and fully operational no later than one year from the Project Approval
- 7. ACCESS AND INSPECTIONS OF PROJECT SITE. Project inspections, its baseline and performance measurements, are required to be verified upon the Project's completion to determine the final incentive amount to be paid. Customer agrees to provide access to PG&E, its agents and the CPUC to perform these tasks and others such as, Project inspection of pre and post installation equipment to review the existing/baseline energy use measurements.
- 8. PROJECT MATERIAL OR SCOPE CHANGES. If the Project scope or Site conditions materially change or there occurs any non-routine events (i.e. Project site size change, use of additional heating and cooling loads, longer or shorter operating hours), during implementation or after completion impacting the Project energy saving benefit, Customer shall promptly prepare a written detailed narrative about such event(s)or modifications.
- 9. CALCULATION OF THE PROJECT INCENTIVE. Project incentives are paid based on the verified energy savings. The Project incentives, energy savings projections and installation costs on this or related to this Project Application Agreement are ESTIMATES only and may vary upon verification of the completed Project's energy savings. Incentive payments shall only be paid on Projects that exceed California code or standard practice. The applicable code or standard practice for the Projects is the code or standard practice in place when the Project measure equipment either was installed or altered as defined under Title 24. Implementer and PG&E shall validate the Project's baseline, verify the Project's actual energy savings, and determine the Project's incentive to be paid, in compliance with the Project's relevant Program Manual.
- 10. CUSTOMER'S WITH SELF GENERATION CAPABILITIES. For customers with an existing onsite cogeneration or self-generation, incentives for energy savings in these instances are incentives are limited to and can not exceed the customer cost of kw, kwh, or therms delivered to or purchased by Customers as measured by the utility meter for the previous 12 months usage, from the time of project submittal for review.
- 11. INCENTIVE FUNDING. Incentives are paid on a first-come, first-served basis until depleted and are provided as directed by the CPUC. Incentives may not exceed Project costs.
- 12. CUSTOMERS WITH NON-PG&E ENERGY SUPPLY. If non-PG&E supply, i.e. generation or deliveries from another commodity supplier, is involved, incentives are paid based only on the energy savings reflected on the electric grid or natural gas system, as solely determined by PG&E.
- 13. PROJECT CERTIFICATIONS. Customers receiving incentives for energy efficiency measures are required to submit a written certification as set forth in CA Public Utilities Code Section 399.4 b(1) and (2) which states in relevance; "prior to receiving any Project Incentive payment, the recipient of the Incentive must certify the Project is complete and complied with applicable permitting and licensing requirements, any contractor performing the Project's work was a licensed contractor". Code also requires for HVAC Project measures to submit proof the permit is closure.
- 14. PROJECT COMPLETION SUBMITTAL DOCUMENTATION. To issue an incentive, all relevant and applicable documentation must be submitted involving Project paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, Project Certifications, Project final engineering calculations and related documentation used to substantiate the Project's energy savings, proof of HVAC permit closure, and other documentation required in the Project's relevant Program Manual(s) and requested by PG&E.
- 15. ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION. Project incentives are made in consideration of PG&E Ratepayers receiving 100 percent of the related energy savings benefit over the life of the completed Project or 5 years, whichever is less. Projects not delivering the 100 percent of its energy savings benefit, Customer shall be responsible to refund PG&E a prorated amount of the Project Incentive for the

- time PG&E did not receive the Project's energy savings. The prorated will be off-set against any amounts due or be payable within 30 days of notification.
- 16. CPUC DISCLOSURE AND RIGHTS. These terms and conditions can be modified anytime by the CPUC. All Projects are reviewed and approved by CPUC ED staff and Project results, reports, energy usage data, or other related documentation shall be made available to the CPUC upon request. Customer will receive notice of material changes via mail, fax transmission, or email at the address provided in this Project Application Agreement.
- 17. TERM AND TERMINATION. This Project Application Agreement is effective upon Customer's signature and expires when PG&E receives 100 percent of the Project's energy saving, unless terminated earlier. If this Project Application Agreement is terminated due to Customer's breach of its obligations or as directed by the CPUC, Implementer and PG&E shall not be liable for any damages or claims arising from such termination.
- 18. SAFETY AND COMPLIANCE WITH ALL LAWS. Customer and Implementer agree all Project equipment installation and work performed must comply with all federal, state laws, safety requirements and applicable manufacturer instructions.
- 19. NO WARRANTY AND DISCLAIMER. PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED RELATED TO THE PROJECT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING THE ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
- 20. NO OBLIGATION. California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa. Este programa a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).
- 21. MISREPRESENTATION. All Project information provided must be true and correct. Information determined to by fraudulent or misleading will result in Customer's Project being disqualified, and this Project Application Agreement being terminated.
- 22. LIMITATION OF LIABILITY. PG&E and Implementer shall not be liable for any costs due to a Project's estimated versus actual energy savings related to the Project Incentive to be paid, Project savings that did not materialize, Project cancellation or implementation cost increase for any reason. In no event shall PG&E, Implementer or Customer be liable for any special, incidental, indirect, lost profits, or consequential damages arising from or related to Customer's Project.
- 23. ADVERTISING AND USE OF PG&E'S NAME. Implementer and Customer agree not to use each other's name. PG&E's name or identifying characteristic of customer's Project Site in any published materials absent the written approval of such respective party.
- 24. ASSIGNMENT. No part of this Project Application Agreement may be assigned by Customer without Implementer's written consent, unless the assignment is for the sale of the Project Site.
- 25. PROJECT SITE SALE. Customer agrees to include these Project obligations under the Project Application Agreement, if still required, as part of a sale or rental agreement involving the Project Site for purposes of assigning the Project to be continued and completed accordingly.
- 26. NO DOUBLE DIPPING. Customer represents they have not received within the last five years and will not for five years thereafter seek an EE incentives or rebates offered by PG&E, other Program Administrators, state or local agencies for the Project measures/services under this Project Application Agreement.
- 27. TAX LIABILITY. Customer acknowledges that receipt of any incentive pursuant to this Project Application Agreement may result in taxable income to the Customer, even if Customer does not directly receive the incentive payment. Customer is solely responsible for payment and reporting any tax liability arising from the incentive paid and should consult with their tax advisor.
- 28. TOXIC MATERIALS. PG&E and Implementer shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure to hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic
- 29. GOVERNING LAW. This Application shall be construed in accordance with the laws of the State of California and exclusive jurisdiction and venue of the federal and state courts of San Francisco, California to resolve any disputes.

Customer Signature

Customer acknowledges and agrees that Customer is eligible to participate and receive any Program incentives. Customer has reviewed and agrees to be legally bound by the attached Program terms and conditions which includes, but is not limited to, not removing any existing equipment or systems and/or purchasing or installing any Project energy efficiency measures, until Customer receives a written Project Approval.

Customer Representative (print)	Signature	Date

Multi-Site Attachment:

Site/Building Name	Address	Site Contact	Site Contact Phone	Site Contact Email





To: GK12 Program Participants

From: Thomas Kouris, Willdan Energy Solutions (PG&E Program Implementor)

Subject: Demand Response

Dear Program Participant,

Thank you for enrolling in the PG&E GK-12 Water Heater Replacement offer. With the installation of a new electric heat pump hot water heater (HPWH), you have switched from gas to an efficient electric heat pump solution which will reduce your carbon and air emissions.

Your enrollment includes substantial incentives to reduce your installation cost. The incentive program asks participants to enroll in a Demand Response (DR) program. Willdan is partnered with AutoGrid, a PG&E registered DR aggregator, who will enroll selected HPWH(s) into their Capacity Bidding DR Program (CBP). This DR program helps you to: reduce your electric bill, earn incentives every time you participate, reduce greenhouse gas emissions, improve air quality, and support grid stability in California.

The HPWH has a device allowing it to be controlled remotely. When requested by PG&E or CAISO (grid management for the state), AutoGrid will minimize your water heater energy usage for up to 4 hours, typically between 4pm-9pm (demand response *event*). The events occur on the hottest days of the summer or other grid-stressed times from May 1 through October 31. There are typically 5-15 events/year.

About 45 minutes prior to an event, AutoGrid will assess the temperature of the water in the tank. A signal will be sent to your HPWH to turn *on* to preheat the water to a temperature slightly *higher* than the standard setting. Preheating allows you to comfortably "ride through" the DR event as any temperature difference should not be noticeable. A drop in temperature is typically 1 degree per hour. So, your HPWH may go from about 125 degrees to about 120 degrees during the event. Again, you will save money and get paid for participating.

The attached and populated agreement needs to be signed prior to installation. Once signed, the GK12 team will submit the application to AutoGrid. When the project completes, we will notify AutoGrid and they will enroll your HPWH(s) in the CBP DR program.

Thank you again for your participation!

Sincerely,

Tom Kouris

Tom Kouris

Enclosed: Demand Response FAQ, Populated CBP Enrollment Form

GOVERNMENT & K-12 SCHOOL ENERGY EFFICIENCY PROGRAM

DEMAND RESPONSE

FREQUENTLY ASKED QUESTIONS (FAQ)



A "Peak event" is a period in which energy demand exceeds the available supply in the electricity grid. This happens when wildfires, floods, hot summer days, or other extreme weather events strain the electric system. For the Willdan-AutoGrid demand response (DR) program, Peak Events will last up to 4 hours and be limited to three to eight events per month.

Can Heat Pump Water Heaters act like thermal batteries?

Yes. Just as batteries store electric energy for later use, your heat pump water heater stores hot water in its tank for a period of time (several hours). You can heat your water when energy demand (and prices) are lower and still have hot water ready for you whenever you need it, regardless of the specific heating schedule.

What is a Demand response (DR) program?

When you enroll in a DR program you agree to shift some of your energy use off of peak event times. You receive notifications of peak events from PG&E's demand response aggregator. Typically, you receive a notification the day before and/or the morning of an event. The notifications will be sent via email, text, or smart phone app. Your aggregator pays you incentives from PG&E every time the thermal battery is used for a peak event.

Can you use your "thermal battery" for peak events?

The DR aggregator will pre-heat your tank 1-3 hours before the event (say from 1-4pm) so the hot water "charge" is topped off. At the event start, the temperature setpoint is automatically lowered to avoid turning on the supplemental heating element. The main compressor is still running and will turn on if the water temperature falls below the setpoint during the event.

5 Should I Worry about having enough Hot Water?

You don't have to make any adjustments to when you use hot water because it is stored and ready when you are. Your water heater stays on throughout the event and continues to heat water if more is needed. You can always opt out of the peak event if you have particularly high water needs that day.

6 Get Paid While You Shower

The more you use your water heater to pre-heat and store hot water, the more you get paid. Talk to your PG&E aggregator for details and payment terms. Additionally, your new heat pump water heater is more efficient than a standard tank water heater using natural gas or electric resistance heat, so your monthly utility bills could cost less as well.

Good for the Environment and Planet

By using your hot water heater to pre-heat water during off-peak times and keeping it stored hot, you and your team contribute to improved air quality, and a cleaner, more resilient and sustainable energy system.









Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator's CBP portfolio and are required to attest to whether they have a Prohibited Resource, and if they do, whether they intend to use the resource to reduce load during a demand response (DR) event.

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name:	
riggiegater company rtame.	

This notice adds or deletes a customer's Service Agreements from the Aggregator's CBP portfolio. PG&E will review and approve each Service Agreement to be added to determine if it meets the minimum requirements as specified in Schedule E-CBP. PG&E must approve each Service Agreement before the Service Agreement can be included in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date. Deletions from the portfolio will be effective upon the date indicated by the Aggregator or upon the first date which the SA ID is not actively nominated, whichever occurs first.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the CBP for the Customer's Service Agreements shown below. Such authority is subject to the applicable terms and conditions of Schedule E-CBP and the Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-CBP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the E-CBP program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-CBP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer's interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E's agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator's solicitation of Customer or with the Aggregator's performance any of its functions in the CBP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E's tariffs or for any damages caused by Aggregator's failure to perform any commitment to the Customer.

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction

Customer Name:	Aggregator Name:	
Title:	Title	
Signature:	Signature:	
Date:	Date:	



	Notice by Aggregator to Add/Delete Customers								
			(Please Print or Type	Clearly)					
Aggr	Aggregator Name:								
	Add/ Delete	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address and City				
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Prohibited Resources Attestation

Customers enrolling in Schedule E-CBP are required to attest to whether or not they have a Prohibited Resource, and if they do, whether or not they intend to use the resource to reduce load during a Demand Response (DR) event.

The following list of distributed energy technologies are prohibited in providing load reduction during DR events: Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping Combined Heat and Power (CHP) or non-CHP configuration ("Prohibited Resources"). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, as well as energy storage resources not coupled with fossil-fueled generation.

Customers must select one of the following options and agree to the Terms and Conditions to be able to enroll into the Capacity Bidding Program by completing the options on page 4 of this form:

- I do not have a Prohibited Resource on-site.
- I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.
- I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives / charge for my account.

If a customer attests to having a Prohibited Resource and plans to use it for safety, health, or operational reasons to reduce load during a Demand Response event, then the customer's aggregator will be responsible for collecting and providing the Default Adjustment Value (DAV) based on the nameplate capacity of the resource. If the customer has multiple prohibited resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources on the same site that are used to reduce load during a Demand Response event. Customers participating in Schedule E-CBP will be allowed to adjust their DAV at any time, under certain conditions, namely that: (a) the customer's change in DAV results from a change in the operational status of a prohibited resource associated with the customer's service agreement; and (b) that the PG&E can verify this and approves. The DAV will be used to adjust the demand response incentives/charges.

Customers in Schedule E-CBP who do not complete the attestation and return it to PG&E, will not be eligible to participate in the program until they do so. A customer that is found in violation of the prohibited resources requirements will be removed from the program by their aggregator if they are enrolled via a third party, and certain violations may cause the customer to be ineligible for all demand response programs subject to the prohibited resource requirement in Decision 16-09-056.

Customer compliance may be subject to verification by a Verification Administrator (which may be either PG&E or a third-party).



Prohibited Resource Attestation (Please Print or Type Clearly)							
Aggre	egator Name:						-
			I do have Prohibited Resources on-site.		Number	Total Nameplate Capacity of all	Default
PG&E Service Agreement Numbe	PG&E Service Agreement Number	I do not have a Prohibited Resource	I will not use them during any Demand Response Event.	I may have to run them during Demand Response Events.	of Prohibited Resources	Prohibited Resources [capacity kW]	Adjustment Value (*) [capacity kW]
		on-site.			(If applicable)	(If applicable)	(If applicable)
1.							
2.							
3.							
4.							
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(*) Only if the prohibited resource(s) will be used for operational, health, and safety purposes during DR events. The total Default Adjustment Value (DAV) of the resource(s) will be subtracted from the Potential Load Reduction or Nominated Capacity. The DAV of all prohibited resources should equal the Total Nameplate Capacity.