



Notice of Meeting

NACIMIENTO PROJECT COMMISSION

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

THURS., AUG. 27, 2020 – 4:00 PM

In accordance with the directives provided by Governor Newsom (Executive Order N-29-20), this meeting will be conducted as a phone-in and web-based meeting. Members of the public may participate via conference call and webinar.

Phone line: +1 (571) 317-3112

Access Code: 236-750-725

Webinar: <https://global.gotomeeting.com/join/236750725>

Public comments can be submitted to: wthomson@co.slo.ca.us

For more information: <https://www.slocounty.ca.gov/Departments/Public-Works/Forms-Documents/Committees-Programs/Nacimiento-Project-Commission.aspx>

Chair: Wayne Petersen

Vice-Chair: Grigger Jones

AGENDA

- I. **CALL TO ORDER** (Roll Call, Quorum Count & Flag Salute)
- II. **PUBLIC COMMENT** *Non-agenda items within Commission jurisdiction; subject to three-minute limit each.
- III. **MEETING MINUTES** (Recommend Approval)
 - A. Naci Commission, May 28, 2020
- IV. **COMMISSION INFORMATIONAL ITEMS** (No Action Required):
 - A. Utilities Division Manager's Report
 - B. Fourth Quarter Operations Budget Report – FY 2019-20
- V. **PRESENTATIONS** (No Action Required): None
- VI. **COMMISSION ACTION ITEMS** (No Subsequent Action by BOS Required): None
- VII. **COMMISSION ACTION ITEMS** (Action Subsequently Required by BOS): None
 - A. Tesla Energy Storage Proposal
- VIII. **FUTURE AGENDA ITEMS DESIRED BY COMMISSION**

Next Commission Meeting: Nov. 19, 2020

ATTACHMENTS

1. Naci Commission Minutes – May 28, 2020
2. Item IV.A – Staff Report
3. Item IV.B – Staff Report
4. Item VII.A – Staff Report

CONTACT: *All Americans with Disabilities Act (ADA) accommodations shall be promptly reviewed and resolved.*

Persons who require accommodations for any audio, visual or other disability in order to review an agenda, or to participate in the meeting per the ADA, are encouraged to request such accommodation 48 hours in advance of the meeting from Wes Thomson at (805) 781-5252.



Notice of Meeting

NACIMIENTO PROJECT COMMISSION

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

*** CONFERENCE CALL / WEBINAR ONLY ***

THURS., AUG. 27, 2020 – 4:00 PM

Important Notice Regarding COVID-19 Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

1. The meeting will only be held telephonically and via internet via the number and website link information provided on the agenda. After each item is presented, Commission Members will have the opportunity to ask questions. Participants on the phone will then be provided an opportunity to speak for 3 minutes as public comment prior to Commission deliberations and/or actions or moving on to the next item. The chat function on the webinar may also be used to submit comments and ask questions and will be verbalized by staff during the public comment period for each item. How to use the chat function will be demonstrated at the beginning of the meeting.
2. The Commission's agenda and staff reports are available at the following website:
<https://www.slocounty.ca.gov/Departments/Public-Works/Forms-Documents/Committees-Programs/Nacimiento-Project-Commission.aspx>
3. If you choose not to participate in the meeting and wish to make a written comment on any matter within the Commission's subject matter jurisdiction, regardless of whether it is on the agenda for the Commission's consideration or action, please submit your comment via email or U.S. Mail by 5:00 p.m. on the Wednesday prior to the Commission meeting. Please submit your comment to Wes Thomson at wthomson@co.slo.ca.us. Your comment will be placed into the administrative record of the meeting.
4. If you choose not to participate in the meeting and wish to submit verbal comment, please call (805) 781-5252 and ask for Wes Thomson. If leaving a message, state and spell your name, mention the agenda item number you are calling about and leave your comment. The verbal comments must be received by no later than 9:00 a.m. on the morning of the noticed meeting and will be limited to 3 minutes. Every effort will be made to include your comment into the record, but some comments may not be included due to time limitations.

Mailing Address:

Attn: Wes Thomson
County Government Center, Room 206
San Luis Obispo, CA 93408

All Americans with Disabilities Act (ADA) accommodations shall be promptly reviewed and resolved.

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(DRAFT)
NACIMIENTO PROJECT COMMISSION
MEETING MINUTES

May 28, 2020

CLERK (District): Mark Chiramonte
Via Web/Teleconference

QUORUM: YES
(5/5 Seats & Voting Share > 51%)

COMMISSIONERS PRESENT (Voting Share %)
Paso Robles (33%): John Hamon
Templeton CSD (2%): Wayne Petersen (Chair)
Atascadero MWC (17%): Grigger Jones (Vice Chair)
City of SLO (28%): Andy Pease
District (20%): John Peschong

1. CALL TO ORDER

The special meeting of the Nacimiento Project Commission was held on Thursday, May 28, 2020, at 4:00 P.M., with Wayne Petersen being in the Chair, and Mark Chiramonte present as the Clerk via Web teleconference. Quorum established.

2. PUBLIC COMMENT: *None.*

3. REVIEW OF PREVIOUS MEETING MINUTES

Minutes from April 2020 were presented and approved without changes.
Approved by all as submitted.

4. COMMISSION INFORMATIONAL ITEMS:

- A. Utilities Division Manager's Report – Report received and placed on file. M. Chiramonte reported that deliveries are still being made to participants. The temporary repair to the North Salinas crossing is holding and there is Board approval to move forward with th permanent repair. Bids will close on June 4th, construction is projected to begin mid to late fall.
- B. Third Quarter Operations Budget Report, FY 2018-20 – Report received and placed on file.

5. PRESENTATIONS (NO ACTION REQUIRED): *None.*

6. COMMISSION ACTION ITEMS (NO SUBSEQUENT ACTION BY BOS REQUIRED): *None.*

7. COMMISSION ACTION ITEMS (ACTION SUBSEQUENTLY REQUIRED BY BOS): *None.*

8. FUTURE AGENDA ITEMS DESIRED BY COMMISSION:

The Commission requested progress updates from the District on the Interlake Tunnel Project as available. The District is targeting August for a brief overview on the Nacimiento contract with Monterey County.

The meeting was adjourned by Petersen at approx. 4:15 P.M.
Wes Thomson, Secretary



(Informational Only)

TO: Nacimiento Project Commission
FROM: Mark Chiaramonte, Utilities Division Manager
DATE: August 27, 2020
SUBJECT: Agenda Item IV A – Utilities Division Manager Report

Recommendation

Receive updates on the 2020 NWP operations.

Discussion

- A. 2020 Delivery Update:** See attached report.
- B. Ongoing CIP & O&M Items:** Verbal update at Commission.
- C. MCWRA Reservoir Operations:** See attached report.

NWP Delivery Report – July 2020

Deliveries ^{1,2}

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	TOTAL
Paso (T2)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	121.46	230.10	374.20	0	0	726
Ops Water							1.68						
TCSD (T4)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0
Ops Water													
AMWC (T6)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152.49	369.00	0	0	521
Ops Water							26.35						
SMR (T9)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0
Ops Water													
SLO (T11)	0.00	0.00	0.00	0.00	0.00	0.00	50.57	209.97	273.53	356.33	0	0	890
Ops Water							38.71						
TOTAL	0	0	0	0	0	0	51	331	656	1100	0	0	2138
Cumulative	0	0	0	0	0	0	51	382	1038	2138	2138	2138	
Intake Flow Meter	0.00	0.00	0.00	0.00	0.00	0.00	123.54	329.49	651	1118	0	0	2223
Variance (UW)	0.00	0	0	0	0	0	(73)	2	5	(19)	0	0	(85)
Ops Water ⁴													0

Requests ^{1,3}

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	TOTAL
Paso (T2)	600	106	106	110	99	244	236	326	581	600	600	581	4189
TCSD (T4)	0	0	0	0	0	0	0	0	0	0	0	0	0
AMWC (T6)	0	0	0	0	0	0	0	250	500	500	500	500	2250
SMR (T9)	6.7	6.7	6.3	6.7	6.7	6.7	6.7	6.7	6.7	6.7	6.7	6.7	80
SLO (T11)	504	488	228	260	460	504	488	504	488	504	504	488	5420
TOTAL	1111	601	340	377	566	755	731	1087	1576	1611	1611	1576	11939
Cumulative	1111	1711	2052	2428	2994	3749	4480	5566	7142	8753	10363	11939	

NOTES

- All table values listed are in units of acre-feet (AF).
- Deliveries are based on monthly reporting provided by County Operations.
- Requests based on latest schedule request submitted for project "**Water Year 2020**" (or WY 2019) deliveries.
- "Ops Water" is water sent through the turnout for O&M needs and not counted against Participants' Delivery Entitlement.
- The system went offline Sept. 2019 with deliveries resuming April 2020 following completion of temporary repairs.
- Ops water for April 2020 needed for system flushing to address high pH levels.

NACIMIENTO WATER PROJECT

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

G:\NWP\O&M Phase_DELIVERY & REQUESTS_Actuals\2020\200806-NWP 2020 Delivery Report

MCWRA RESOPS ADVISORY COMMITTEE
MEETING NOTES

MON, JULY 30, 2020

VIA ZOOM Meeting (WEB AND PHONE CALL-IN)

Meeting: Approx. 1:30 - 2:30 PM

ROLL CALL

PUBLIC COMMENT

No Public Comments.

CONSENT CALENDAR

- 1. Minutes Approval:** June 2020 minutes approved without changes.

STAFF REPORTS

2. Reservoir Release Update

See staff reports for additional detail: Committee Report, Elevation Storage Chart, & Synopsis of Reservoir Release Changes.

Nacimiento

NWP Orders / Diversions: 2,270 AF / 651 AF (June)

NWP Orders / Diversions: 2,283 AF / AF (July)

July Reservoir Release Stats:

Elev. at 754.2 ft (beginning of month)

Storage = 165,452 AF

Storage Capacity at 44%

Releases at 371 cfs

3. Update on the release schedule for Nacimiento and San Antonio Reservoirs for 2020.

See attached schedule.

4. Update on operations and maintenance activities at the reservoirs.

Update by Shaunna Murray.

- Recent work completed on Naci Lake Drive, consisted of repair work on road, chip seal in dam, log boom repairs to keep it intact
- Work upcoming, water maintenance interviews for someone to report to the dam, fire inspections for CDF (rescue/response procedures).
- SLO County hired contractor to do work for Naci Lake Drive, and then contractor worked with MCWRA.

5. Update on Interlake Tunnel Project.

Brent Buche (MCWRA) provided update:

- MCWRA has been visiting stakeholder groups, presenting modeling and fielding questions on benefits of ITP.
- The anticipated increase of 29 TAF (Salinas Valley Water Project) that is overall benefit of system improvements – how much from the tunnel itself? Working to determine.
- The big question – how much of the 29TAF is the new benefit from the tunnel. It's "apples to watermelons, not apples to apples." For MCWRA, it's an important question to answer. Have we already paid for the water, and are we paying for it twice? That's the bottom line.

Public: Nancy Isakson: Voiced concerns about flow component requirements for fisheries – need to be understood. "What is the baseline for determining new water that could be moved over to San Antonio via the ITP?"

Bill ("William) Stevens (NMFS) – asked when can NMFS get a modeling update?

Brent Buche – MCWRA can send our presentation, and there's an upcoming meeting you can participate in – just email us.

6. Update on Division of Safety of Dams Requirements

Shaunna Murray: No update.

7. Reservoir Operations Advisory Committee Membership Update

Shaunna Murray: Presented brief overview of the membership.

- There's an application process to fill vacancies.
- Presented current list of who is on the committee at this point.
- Brief discussion concerning lack of representation/interest by the "Pressure area."

STATUS REPORTS

8. Various Updates

Lake Recreation by Concessionaire and Parks Dept

Update by Jon Anthony:

- Busy on Saturdays – outdoor rec; no boats for sale in Paso b/c folks are trying to get outside.
- Work around the lake: HRCSD guest boats issues – homeowners sneaking in friends. 2.5 hrs to get boat in. Several citations issued; Heritage CSD was notified.
- Screening compliance has been better at Running Deer and Oak Shores.
- Hazards marked/ but boats still getting stuck; double the DUI's from last year this time.
- Child endangerment – no PFDs. At SA, better, maybe 30% sites available, and no store or marina. Otherwise, it's been a good summer.

Salinas River Stream Maintenance Program

Update by Jennifer Bodensteiner:

- Planning association w/program, started in March(?)
 - o Monterey County RCD, and two others – 3 partners total.
- Some spring activities, but most of program is during the regular work season.

- Consists of 5 out of 7 river mgmt. units, 2 new maintenance areas for this year's plan;
- Plan submitted to CCRWQCB and Army corps (July 15) and received approval from CCRWQCB (waiting on USACE).
- Total of 24 maintenance areas – focus is on vegetation and/or sediment removal.

Easements and Agency Leases

Update by (didn't catch name)

- There might be opportunity to secure lease back for grazing, just over 500 Acres, not huge but it would help 3 of the leases. Staff waiting to hear back.
- Discussion of the A-rod easement. Committee discussion on moving it to "P & A Committee" rather than ResOps

Quagga/Zebra Mussel Plan:

Wes Thomson: No update from SLO County.

J. Anthony – Noted that there was a recent issue with a boat that had been declined by boat camp staff – the boat was on watch but then launched without clearance. Misdemeanor cited. Work with ramp owners this winter to dev more security. Monterey staff have been in touch with Danielle R. at SLO County WQL about the issue.

No additional updates from MCWRA staff (Jason D.)

Cloud Seeding

Wes Thomson provided update:

- The USGS reporting was delayed because they had to wait until June 30 to compile all the data.
- Final Cloud Seeding Report will be presented on Aug 13 to the Zone 3 Technical Advisory Committee (Lopez/South County), then it will be posted at some point on the County Zone 3 webpage.
- W. Thomson will send report to MCWRA staff to post.

San Luis Obispo County Activities:

Wes Thomson: No update.

National Marine Fisheries Service

Bill Stevens: No updates.

CALENDAR

9. Set next meeting date and discuss future agenda items.

Set next date: Aug 27.

ADJOURNMENT

Monterey County

*Monterey County Government Center
Board of Supervisors Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901*



Meeting Agenda - Final

Thursday, July 30, 2020

1:30 PM

RESERVOIR OPERATIONS ADVISORY COMMITTEE

IMPORTANT COVID-19 NOTICE ON PAGE 2-4

Water Resources Agency Board of Directors

*Chair Richard Ortiz
Vice-Chair John Baillie
Mark Gonzalez
Deidre Sullivan
Ken Ekelund
Mike Scattini
Mike LeBarre
Jason Smith
Matt Simis*

IMPORTANT NOTICE REGARDING COVID 19 AND PARTICIPATION IN THE RESERVOIR OPERATIONS ADVISORY COMMITTEE MEETING

The Reservoir Operations Advisory Committee meeting will be held by teleconference in order to minimize the spread of the COVID 19 virus, in accordance with the State of Emergency proclaimed by Governor Newsom on March 4, 2020, Executive Order N 29 20 issued by Governor Newsom on March 17, 2020, and the Shelter in Place Order issued by the Monterey County Health Officer on March 17, 2020, as may be periodically amended.

To participate in this Reservoir Operations Advisory Committee meeting, the public are invited to observe and address the Committee telephonically or electronically. Instructions for public participation are below:

Public Participation Instructions:

The meeting will be conducted via teleconference using the Microsoft Zoom program, and Committee members will attend electronically or telephonically. The meeting will have no physical location to physically attend. The public may observe the Zoom meeting via computer by clicking on the following link: <https://montereycty.zoom.us/j/98531655714> or the public may listen via phone by dialing 1 669 900 6833 and then when prompted, entering the Meeting ID Access Code 985 3165 5714. You will be asked for a "Participant ID". You do not need a Participant ID to join the meeting, press the pound key (#) again and you will be automatically connected.

1. If a member of the public wishes to comment on a particular agenda item, the public is strongly encouraged to submit their comments in writing via email to Monterey County Water Resources Agency (Agency) at WRAPubliccomment@co.monterey.ca.us by 5:00 p.m. on the Wednesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Reservoir Operations Advisory Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Wednesday deadline will be distributed to the Committee and will be placed in the record.
2. Members of the public wishing to comment on a specific agenda item while the matter is being heard during the meeting may participate by any of the following means:
 - a. When the Chair calls for public comment on an agenda item, the Secretary of the Committee or his or her designee will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and unmute their device one at a time. Public speakers may be broadcast in audio form only.
 - b. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Wednesday before the meeting to: WRAPubliccomment@co.monterey.ca.us. To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Reservoir Operations Advisory Committee date and agenda number in the subject line.
 - c. If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Wednesday before the meeting at WRAPubliccomment@co.monterey.ca.us. (If submitted after that deadline, staff will make best efforts, but cannot guarantee, to make it available to present during the Committee meeting.)
 - d. While the matter is being heard, a member of the public may submit a comment via email,

preferably limited to 250 words or less, to the Secretary of the Committee at WRAPubliccomment@co.monterey.ca.us. To assist staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Reservoir Operations Advisory Committee meeting date and agenda number in the subject line. If the comment is received prior to close of public comment on an agenda item, every effort will be made to read the comment into the record, but some comments may not be read out loud due to time limitations or length of the comment (if the comment exceeds 250 words). Comments received prior to the close of the public comment period on an agenda item will be made part of the record for that item.

3. Members of the public who wish to make a general public comment for items not on the day's agenda may submit their comment via email, preferably limited to 250 words or less, to the Secretary of the Committee at WRAPubliccomment@co.monterey.ca.us. The Reservoir Operations Advisory Committee meeting date and "general comment" should be indicated in the subject line. The comment will be placed in the record for the meeting, and every effort will be made to read the comment into the record at the appropriate time on the agenda.

4. Individuals with disabilities who desire to request a reasonable accommodation or modification to observe or participate in the meeting may make such request by sending an email to WRAPubliccomment@co.monterey.ca.us. The request should be made no later than noon on the Wednesday prior to the Committee meeting in order to provide time for the Agency to address the request.

5. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

AVISO IMPORTANTE SOBRE COVID 19 Y PARTICIPACIÓN EN LA REUNIÓN DEL COMITÉ ASESOR DE LA OPERACION DE EMBALSES

La reunión del Comité Asesor de la Operación de Embalses se llevará a cabo por teleconferencia para minimizar la propagación del virus COVID 19, de acuerdo con el Estado de Emergencia proclamado por el Gobernador Newsom el 4 de Marzo del 2020, Orden Ejecutiva N 29 20 emitida por el Gobernador Newsom el 17 de Marzo del 2020, y la Orden de Refugio en el Lugar (aka "Quedate en Casa") emitida por el Oficial de Salud del Condado de Monterey el 17 de Marzo del 2020, según se pueda enmendar periódicamente.

Para participar en esta reunión del Comité Asesor de la Operación de Embalses, el público están invitados a observar y dirigirse al Comité telefónicamente o por vía electrónica. Las instrucciones para la participación pública están a continuación:

Instrucciones de participación pública:

La reunión se llevará a cabo por teleconferencia utilizando el programa Microsoft Zoom, y los miembros del Comité asistirán por vía electrónica o telefónica. La reunión no tendrá un lugar físico para asistir físicamente. El público puede observar la reunión Zoom a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/98531655714>, o el público puede escuchar a través del teléfono llamando al 1 669 900 6833 y cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números: 965 3188 9358. Se le pedirá una

"identificación de participante". No necesita una identificación de participante para unirse a la reunión, presione la tecla numeral (#) nuevamente y se conectará automáticamente.

1. Si un miembro del público desea comentar sobre un tema de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a WRAPubliccomment@co.monterey.ca.us antes de las 5:00 P. M. el Miércoles antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del proyecto de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Miércoles a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

2. Los aplicantes del proyecto y miembros del público que desean comentar en un proyecto específico, mientras que el proyecto se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios:

a. Cuando el Presidente del Comité (Chair of the Committee) solicite comentarios públicos sobre un tema de la agenda, el Secretario de la Comité o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, incluyendo el aplicante del proyecto, serán transmitidos por audio en altavoz solamente.

b. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un tema o proyecto de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Miércoles antes de la reunión a: WRAPubliccomment@co.monterey.ca.us. Para ayudar al personal de la Agencia a identificar el número del proyecto de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

c. Si los aplicantes o miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Miércoles antes de la reunión a WRAPubliccomment@co.monterey.ca.us (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

d. Mientras se escucha la presentación, un miembro del público puede enviar un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, al Secretario del Comité a WRAPubliccomment@co.monterey.ca.us. Para ayudar al personal de la Agencia a identificar el tema de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto. Si el comentario se recibe antes del cierre del comentario público sobre un tema de la agenda, se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo o duración del comentario (si el comentario supera las 250 palabras). Los comentarios recibidos antes del cierre del período de comentarios públicos sobre un tema de la agenda serán parte del registro de ese tema.

3. Los miembros del público que deseen hacer un comentario público general para los temas que no están en la agenda del día pueden enviar su comentario por correo electrónico , preferiblemente

limitado a 250 palabras o menos, al Secretario del Comité a WRAPubliccomment@co.monterey.ca.us. La fecha de la reunion del Comité y el "comentario general" deben indicarse en la línea de asunto. El comentario se colocará en el registro de la reunión, y se hará un gran esfuerzo para leer el comentario en voz alta para su registro verbalmente en el momento apropiado de la agenda.

4. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a WRAPubliccomment@co.monterey.ca.us. La solicitud debe hacerse a más tardar el mediodía del Miércoles antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

5. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

Committee Members

Richard Ortiz, Chair
Ken Ekelund
John Baillie
Matthew Simis
Benny Jefferson
Jon Anthony

Eric Morgan
Bill Lipe
Vacant
Matthew Tallone
Don Bullard
Kevin Piearcy

Roll Call

Public Comment

Consent Calendar

1. Approve the Minutes of the Reservoir Operations Advisory Committee Meeting held on June 25, 2020

Attachments: [Draft Action MInutes June 25, 2020](#)

Staff Reports

2. Reservoir Release Update

Attachments: [Committee Report](#)
[Elevation Storage Chart](#)
[Synopsis of Reservoir Release Changes](#)

3. Update on the release schedule for Nacimiento and San Antonio reservoirs for 2020

Attachments: [2020 Release Schedule](#)

4. Update on operations and maintenance activities at the reservoirs
5. Update on Interlake Tunnel Project
6. Update on Division of Safety of Dams Requirements
7. Reservoir Operations Advisory Committee Membership Update

Status Reports

8. Lake Recreation by Concessionaire and Parks Department
Salinas River Stream Maintenance Program
Easements and Agency Leases
Quagga/Zebra Mussel Plan
Cloud Seeding
San Luis Obispo County Activities
National Marine Fisheries Service

Calendar

9. Set next meeting date and discuss future agenda items.

Adjournment

Monterey County

Monterey County Government Center
Board of Supervisors Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901



Action Minutes - Draft

Thursday, June 25, 2020

1:30 PM

RESERVOIR OPERATIONS ADVISORY COMMITTEE

**IMPORTANT COVID-19 NOTICE ON PAGE 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4**

Water Resources Agency Board of Directors

*Chair Richard Ortiz
Vice-Chair John Baillie
Mark Gonzalez
Deidre Sullivan
Ken Ekelund
Mike Scattini
Mike LeBarre
Jason Smith
Matt Simis*

**IMPORTANT NOTICE REGARDING COVID 19 AND PARTICIPATION IN THE
RESERVOIR OPERATIONS ADVISORY COMMITTEE MEETING**

The Reservoir Operations Advisory Committee meeting will be held by teleconference in order to minimize the spread of the COVID 19 virus, in accordance with the State of Emergency proclaimed by Governor Newsom on March 4, 2020, Executive Order N 29 20 issued by Governor Newsom on March 17, 2020, and the Shelter in Place Order issued by the Monterey County Health Officer on March 17, 2020, as may be periodically amended. To participate in this Reservoir Operations Advisory Committee meeting, the public are invited to observe and address the Committee telephonically or electronically. Instructions for public participation are below:

Public Participation Instructions:

The meeting will be conducted via teleconference using the Microsoft Zoom program, and Committee members will attend electronically or telephonically. The meeting will have no physical location to physically attend. The public may observe the Zoom meeting via computer by clicking on the following link: <https://montereycty.zoom.us/j/96531889358> , or the public may listen via phone by dialing 1 669 900 6833 and then when prompted, entering the Meeting ID Access Code 965 3188 9358. You will be asked for a "Participant ID". You do not need a Participant ID to join the meeting, press the pound key (#) again and you will be automatically connected.

1. If a member of the public wishes to comment on a particular agenda item, the public is strongly encouraged to submit their comments in writing via email to Monterey County Water Resources Agency (Agency) at WRAPubliccomment@co.monterey.ca.us by 5:00 p.m. on the Wednesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Reservoir Operations Advisory Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Wednesday deadline will be distributed to the Committee and will be placed in the record.
2. Members of the public wishing to comment on a specific agenda item while the matter is being heard during the meeting may participate by any of the following means:
 - a. When the Chair calls for public comment on an agenda item, the Secretary of the Committee or his or her designee will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and unmute their device one at a time. Public speakers may be broadcast in audio form only.
 - b. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Wednesday before the meeting to: WRAPubliccomment@co.monterey.ca.us. To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Reservoir Operations Advisory Committee date and agenda number in the subject line.
 - c. If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Wednesday before

the meeting at WRAPubliccomment@co.monterey.ca.us. (If submitted after that deadline, staff will make best efforts, but cannot guarantee, to make it available to present during the Committee meeting.)

d. While the matter is being heard, a member of the public may submit a comment via email, preferably limited to 250 words or less, to the Secretary of the Committee at WRAPubliccomment@co.monterey.ca.us. To assist staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Reservoir Operations Advisory Committee meeting date and agenda number in the subject line. If the comment is received prior to close of public comment on an agenda item, every effort will be made to read the comment into the record, but some comments may not be read out loud due to time limitations or length of the comment (if the comment exceeds 250 words). Comments received prior to the close of the public comment period on an agenda item will be made part of the record for that item.

3. Members of the public who wish to make a general public comment for items not on the day's agenda may submit their comment via email, preferably limited to 250 words or less, to the Secretary of the Committee at WRAPubliccomment@co.monterey.ca.us. The Reservoir Operations Advisory Committee meeting date and "general comment" should be indicated in the subject line. The comment will be placed in the record for the meeting, and every effort will be made to read the comment into the record at the appropriate time on the agenda.

4. Individuals with disabilities who desire to request a reasonable accommodation or modification to observe or participate in the meeting may make such request by sending an email to WRAPubliccomment@co.monterey.ca.us. The request should be made no later than noon on the Wednesday prior to the Committee meeting in order to provide time for the Agency to address the request.

5. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

AVISO IMPORTANTE SOBRE COVID 19 Y PARTICIPACIÓN EN LA REUNIÓN DEL COMITÉ ASESOR DE LA OPERACION DE EMBALSES

La reunión del Comité Asesor de la Operación de Embalses se llevará a cabo por teleconferencia para minimizar la propagación del virus COVID 19, de acuerdo con el Estado de Emergencia proclamado por el Gobernador Newsom el 4 de Marzo del 2020, Orden Ejecutiva N 29 20 emitida por el Gobernador Newsom el 17 de Marzo del 2020, y la Orden de Refugio en el Lugar (aka "Quedate en Casa") emitida por el Oficial de Salud del Condado de Monterey el 17 de Marzo del 2020, según se pueda enmendar periódicamente.

Para participar en esta reunión del Comité Asesor de la Operación de Embalses, el público están invitados a observar y dirigirse al Comité telefónicamente o por vía electrónica. Las instrucciones para la participación pública están a continuación:

Instrucciones de participación pública:

La reunión se llevará a cabo por teleconferencia utilizando el programa Microsoft Zoom, y los miembros del Comité asistirán por vía electrónica o telefónica. La reunión no tendrá un lugar físico para asistir físicamente. El público puede observar la reunión Zoom a través de computadora haciendo clic en el siguiente enlace:

<https://montereycty.zoom.us/j/96531889358>, o el público puede escuchar a través del teléfono llamando al 1 669 900 6833 y cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números: 965 3188 9358. Se le pedirá una "identificación de participante". No necesita una identificación de participante para unirse a la reunión, presione la tecla numeral (#) nuevamente y se conectará automáticamente.

1. Si un miembro del público desea comentar sobre un tema de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a

WRAPubliccomment@co.monterey.ca.us antes de las 5:00 P. M. el Miércoles antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del proyecto de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Miércoles a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

2. Los aplicantes del proyecto y miembros del público que desean comentar en un proyecto específico, mientras que el proyecto se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios:

a. Cuando el Presidente del Comité (Chair of the Committee) solicite comentarios públicos sobre un tema de la agenda, el Secretario de la Comité o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, incluyendo el aplicante del proyecto, serán transmitidos por audio en altavoz solamente.

b. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un tema o proyecto de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Miércoles antes de la reunión a:

WRAPubliccomment@co.monterey.ca.us. Para ayudar al personal de la Agencia a identificar el número del proyecto de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

c. Si los aplicantes o miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Miércoles antes de la reunión a WRAPubliccomment@co.monterey.ca.us (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

d. Mientras se escucha la presentación, un miembro del público puede enviar un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, al Secretario del Comité a WRAPubliccomment@co.monterey.ca.us. Para ayudar al personal de la Agencia a

identificar el tema de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto. Si el comentario se recibe antes del cierre del comentario público sobre un tema de la agenda, se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo o duración del comentario (si el comentario supera las 250 palabras). Los comentarios recibidos antes del cierre del período de comentarios públicos sobre un tema de la agenda serán parte del registro de ese tema.

3. Los miembros del público que deseen hacer un comentario público general para los temas que no están en la agenda del día pueden enviar su comentario por correo electrónico , preferiblemente limitado a 250 palabras o menos, al Secretario del Comité a WRAPubliccomment@co.monterey.ca.us. La fecha de la reunion del Comité y el "comentario general" deben indicarse en la línea de asunto. El comentario se colocará en el registro de la reunión, y se hará un gran esfuerzo para leer el comentario en voz alta para su registro verbalmente en el momento apropiado de la agenda.

4. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a WRAPubliccomment@co.monterey.ca.us. La solicitud debe hacerse a más tardar el mediodía del Miércoles antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

5. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

Committee Members

Richard Ortiz, Chair
Ken Ekelund
John Baillie
Matthew Simis
Benny Jefferson
Jon Anthony

Eric Morgan
Bill Lipe
Vacant
Matthew Tallone
Don Bullard
Kevin Piearcy

All Committee member were in attendance with the exception of Committee Members Jefferson, Lipe, Bullard and Piearcy..

Public Comment

None

Consent Calendar

1. Approve the Minutes of the Reservoir Operations Advisory Committee Meeting held on May 28, 2020

Attachments: [Draft Action Minutes May 28, 2020](#)

Upon Motion by COmmittee Member Baillie and Second by Committee Member Morgan, the Committee approved the Minutes of May 28, 2020.

Ayes: Committee Members Ortiz, Baillie, Ekelund, Simis, Anthony, Morgan, and Tallone

Noes: None

Absent: Committee Members, Jefferson, Lipe, Bullard and Piercy

Staff Reports

2. Reservoir Release Update

Attachments: [Board Report](#)
 [Elevation Storage Chart](#)
 [Synopsis of Reservoir Release Changes](#)

3. Update on the release schedule for Nacimiento and San Antonio reservoirs for 2020

Attachments: [2020 Release Schedule](#)

4. Update on operations and maintenance activities at the reservoirs

5. Update on Interlake Tunnel Project

Public Comment: Nancy Isakson

6. Update on Division of Safety of Dams Requirements

Status Reports

7. Lake Recreation by Concessionaire and Parks Department
Easements and Agency Leases
Quagga/Zebra Mussel Plan
Cloud Seeding
San Luis Obispo County Activities
National Marine Fisheries Service

Calendar

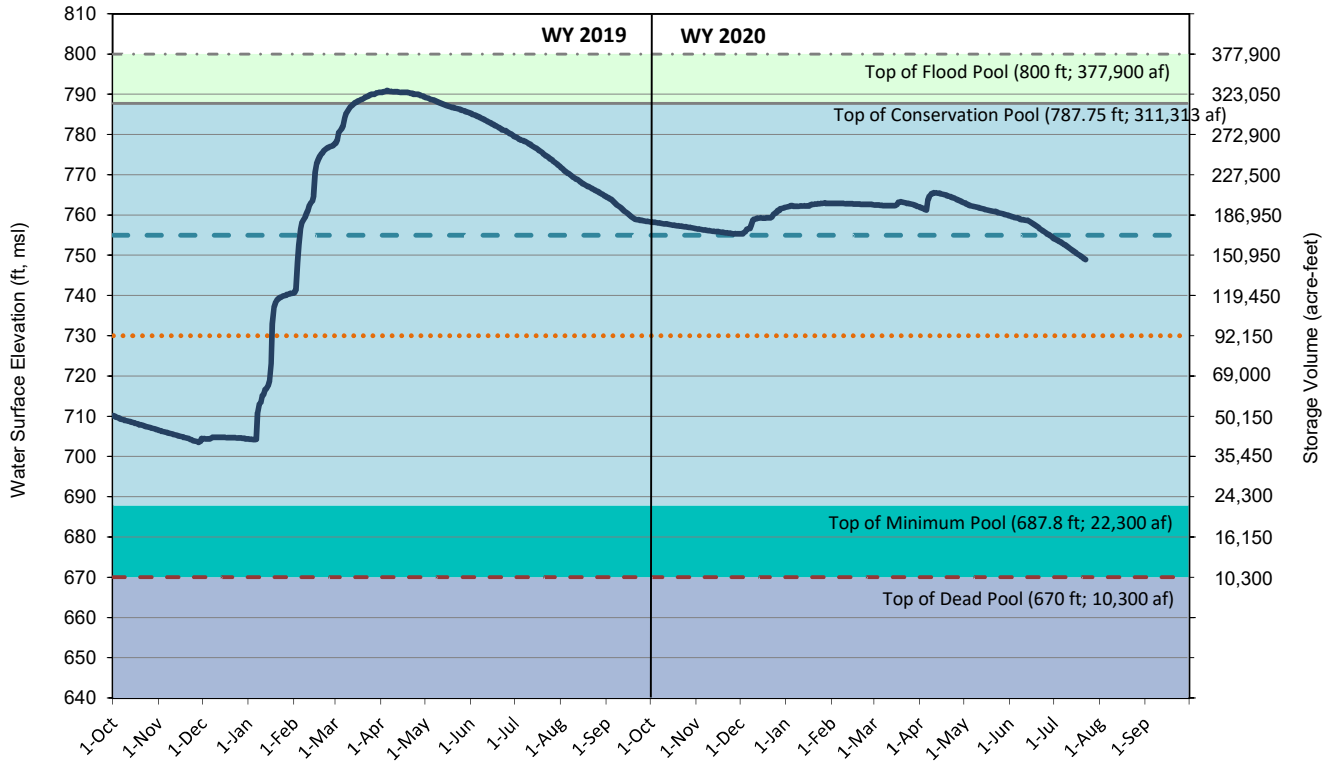
8. Set next meeting date and discuss future agenda items.

Adjournment

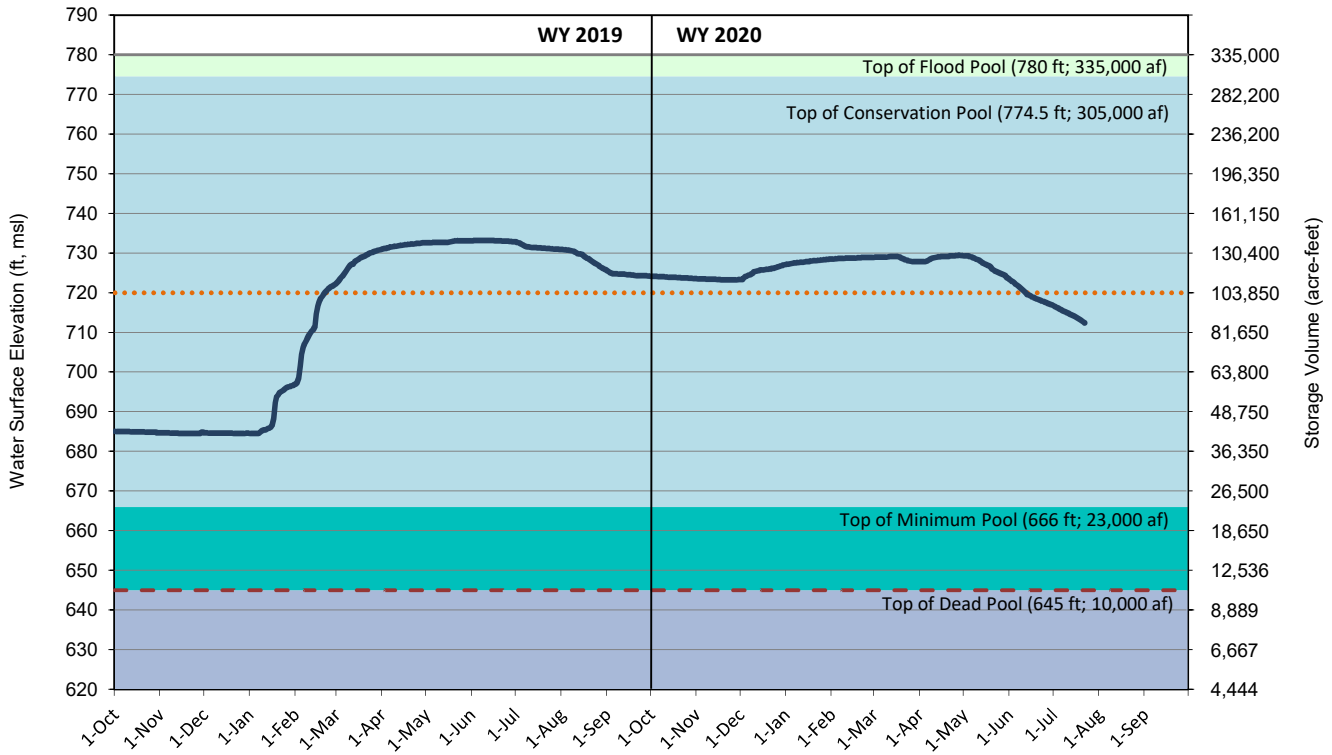
The meeting adjourned at 2:20 p.m.

Reservoir Elevation and Storage

Nacimiento Reservoir



San Antonio Reservoir



- Dead pool
- Minimum Pool
- Conservation Pool
- Flood Pool
- Minimum Recreation Elevation
- Low Level Outlet Works
- Nacimiento High Level Outlet Works
- Reservoir Elevation
- Spillway
- Raised Nacimiento Spillway Gate

Synopsis of Reservoir Release Changes from March 16, 2020 to July 22, 2020

Date	San Antonio Reservoir		Nacimiento Reservoir		Total Releases
	Starting Flow	Ending Flow	Starting Flow	Ending Flow	
March 16, 2020	10	275	60	390	665
March 24, 2020	275	225	390	390	615
March 26, 2020	225	150	390	390	540
March 27, 2020	150	50	390	390	440
March 31, 2020	50	10	390	390	400
April 4, 2020	10	10	390	340	350
April 6, 2020	10	10	340	60	70
April 8, 2020	10	10	60	300	310
April 9, 2020	10	50	300	375	425
April 15, 2020	50	50	375	390	440
April 17, 2020	50	10	390	390	400
April 27, 2020	10	50	390	390	440
May 4, 2020	50	225	390	200	425
May 11, 2020	225	390	200	60	450
May 12, 2020	390	250	60	200	450
May 18, 2020	250	390	200	60	450
May 21, 2020	390	250	60	225	475
May 26, 2020	250	300	225	200	500
May 28, 2020	300	325	200	200	525
May 29, 2020	325	350	200	200	550
June 8, 2020	350	490	200	60	550
June 13, 2020	490	115	60	435	550
June 16, 2020	115	150	435	435	585
June 23, 2020	150	175	435	375	550
July 2, 2020	175	225	375	325	550
July 6, 2020	225	175	325	375	550
July 13, 2020	175	205	375	375	580
July 15, 2020	205	230	375	375	605
July 17, 2020	230	255	375	375	630
July 21, 2020	255	225	375	375	600

RESERVOIR RELEASE SCHEDULE FOR 2020

Month	Combined Releases (cfs) ¹	Combined Releases (ac-ft)	NACIMIENTO							SAN ANTONIO						
			Evap. Losses (ac-ft)	Reservoir Releases (cfs) ¹	Reservoir Releases (ac-ft)	NWP Orders (ac-ft)	NWP Diversions (ac-ft)	Beginning of Month Storage		Evap. Losses (ac-ft)	Reservoir Releases (cfs) ¹	Reservoir Releases (ac-ft)	Beginning of Month Storage			
								(ac-ft)	(%)	(ft)				(ac-ft)	(%)	(ft)
Jan	73	4,486	431	63	3,871	625	0	194,800	52%	762.0	356	10	615	122,363	37%	727.2
Feb	70	4,027	454	60	3,451	841	0	198,355	52%	762.9	465	10	575	126,125	38%	728.5
Mar	329	20,208	857	227	13,942	1,116	0	196,775	52%	762.5	395	102	6,266	127,408	38%	729.0
Apr	391	23,238	1,251	365	21,711	1,099	124	194,405	51%	761.9	573	26	1,527	124,150	37%	727.8
May	474	29,126	1,789	217	13,321	1,820	330	198,750	53%	763.0	62	257	15,805	128,405	38%	729.3
Jun	550	32,752	2,182	291	17,288	2,270	651	185,988	49%	759.8	2,534	260	15,463	112,115	33%	723.3
Jul	599	36,806	2,316	371	22,788	2,283		165,452	44%	754.2	1,455	228	14,017	96,060	29%	716.7
Aug	675	41,505	2,008	355	21,819	2,132		138,493	37%	746.2	1,130	320	19,686	80,802	24%	709.6
Sep	253	15,045	1,516	142	8,450	2,049		112,682	30%	737.7	786	111	6,595	59,987	18%	697.6
Oct	70	4,304	1,042	60	3,689			100,830	27%	733.4	550	10	615	52,605	16%	692.7
Nov	70	4,165	526	60	3,570			94,550	25%	731.0	288	10	595	51,440	15%	691.9
Dec	70	4,304	312	60	3,689			89,635	24%	729.0	175	10	615	50,557	15%	691.3
Jan 2021								85,311	23%	727.20				49,788	15%	690.7
Totals		219,965	14,683		137,590	14,234	1,104				8,770		82,375			

Revision Date: 7/21/2020

Notes:

1. Mean daily flow for the month in cubic feet per second.
2. Shaded areas denote actual values. Non-shaded areas are projected values.
3. Nacimiento Reservoir storage capacity: 377,900 acre feet; San Antonio Reservoir storage capacity: 335,000 acre feet.
4. Reservoir Operations Advisory Committee may make release considerations for fish spawn and holiday periods to benefit recreation.
5. Schedule assumes no inflow to reservoirs after April 1st. Actual elevations may be influenced by inflow.
6. "NWP Diversions" are San Luis Obispo County - Nacimiento Water Project conveyance facilities diversions. Max. allowable water year (Oct. 1 - Sept. 30) diversions: 15,750 ac-ft.
7. Nacimiento "NWP Diversions" do not include lakeside water use which is estimated at approximately 1,750 acre feet per year.





(Informational Only)

TO: Nacimiento Project Commission
FROM: Lynette O’Neil, Finance Division Manager
VIA: Mark Chiaramonte, Utilities Division Manager
DATE: August 27, 2020
SUBJECT: Agenda Item IV.B – Fourth Quarter Operations Budget Report – FY 2019-20

Figures summarizing the Fiscal Year 2019-20 Fourth Quarterly Operating Fund Budget are provided for your information. Estimated credits due back to Participants in Fiscal Year 2019-20 Final Billings (aka True-Up Billings) are \$759,871, subject to final analysis and calculations. The detailed Budget Status Report is included in your packet.

FY 1920 Nacimiento Operating Fund Year End Report							
Nacimiento Commission: August 27, 2020							
		Budget	Expenses	Bal Avail	Exp as a % of Budget	Carryforward Project balances into FY 2021	*Estimated* Final Billings Credit back to Participants
O&M		3,158,188	1,827,317	1,330,871	57.9%	578,357	752,514
Non Routine O&M		1,677,983	497,125	1,180,858	29.6%	1,173,501	7,357
Capital		5,029,343	1,022,816	4,006,527	20.3%	4,006,527	-
Total		9,865,514	3,347,258	6,518,257	33.9%	5,758,385	759,871
Amounts exclude Variable Energy (billed seperately based on actuals)							

Operations and Maintenance (O&M) anticipated savings:

The \$752,514 of savings in O&M is primarily a result of (1) payment to the Monterey County Water Resources Agency associated with the master water contract is lower than budgeted by \$231,000 and (2) O&M expenses on the pipeline were suspended when the pipe was taken out of commission due to the leak.

Non-Routine O&M and Capital Outlay:

Budget for the remaining projects that span between FY 2019-20 into FY 2020-21 will be carried into FY 2020-21 to fund continued efforts.

If you have any questions, please feel free to contact Lynette O’Neil at (805) 781-5299 or via e-mail at LOneil@co.slo.ca.us. Staff will be available to answer questions at the meeting.

Nacimiento Water Operating Fund
Budget Status Report
FY 2019-20

A	B	C	D	J	K	L	M	Q4 REPORT	Q4 REPORT	
carry		WBS Element	Budget FY 2019-20	Purchase Orders (POs)	Total Expenses and POs	Exps & POs % of Budget	Available Budget	Carry forward into FY20-21	FY19-20 variance (aka Credits)	
1		Routine Operation and Maintenance								
2		MASTER WATER CONTRACT	300420.01.03	\$ 479,340		248,238	51.8%	\$ 231,102	\$ 231,102	
3		WATER CONSERVATION MANAGEMENT	300420.04	-	3,017	0.0%	(3,017)		\$ (3,017)	
4		WATER QUALITY SUPPORT/ANALYSIS	300420.05 & 300420.06/06.01.03/06.0	145,026		141,726	97.7%	3,300	\$ 3,300	
5		REGULATORY AGENCY/DPH	300420.02	9,338		10,330	110.6%	(993)	\$ (993)	
6		INVASIVE SPECIES/QUAGGA MUSSEL	300420.06.01.01/06.01.02 / .09.02	98,697		70,072	71.0%	28,625	\$ 28,625	
7		ENVIRONMENTAL MITIGATION	300420.09/09.01	1,271		5,107	401.8%	(3,836)	\$ (3,836)	
8		UTILITIES OPERATIONS AND OFFICE ENGINEERING	300420.07	164,475		200,314	121.8%	(35,840)	\$ (35,840)	
9		LAKESIDE CONTRACTS	300420.01.05	12,785		12,853	100.5%	(68)	\$ (68)	
10		WATER RIGHTS	300420.01.04	-		309	0.0%	(309)	\$ (309)	
11		GENERAL-ACCOUNTING	300420.01	209,966		138,455	65.9%	71,511	\$ 71,511	
12		COUNTY WIDE OVERHEAD	300420.01.01	84,657		93,754	110.7%	(9,097)	\$ (9,097)	
13		CONTRIBUTION TO ISF/NEW EQUIP	300420.01.02	51,345		25,165	49.0%	26,180	\$ 26,180	
14		GENERAL UNITS	300420.10	159,838	10	80,528	50.4%	79,310	\$ 79,310	
15		UNIT A	300420.10.A	237,505	-	172,393	72.6%	65,113	\$ 65,113	
16		UNIT A1	300420.10.A1	53,142	-	19,707	37.1%	33,435	\$ 33,435	
17		UNIT B	300420.10.B	174,541		128,952	73.9%	45,589	\$ 45,589	
18		UNIT C	300420.10.C	32,125		9,535	29.7%	22,590	\$ 22,590	
19		UNIT C1	300420.10.C1	33,658		43,681	129.8%	(10,023)	\$ (10,023)	
20		UNIT D	300420.10.D	21,326		7,910	37.1%	13,415	\$ 13,415	
21		UNIT E	300420.10.E	20,342		12,629	62.1%	7,713	\$ 7,713	
22		UNIT F	300420.10.F	20,476		18,453	90.1%	2,023	\$ 2,023	
23		UNIT F1	300420.10.F1	18,646		13,303	71.3%	5,343	\$ 5,343	
24		UNIT F2	300420.10.F2	144,892	-	87,460	60.4%	57,432	\$ 57,432	
25		UNIT G	300420.10.G	28,265		34,974	123.7%	(6,709)	\$ (6,709)	
26		UNIT G1	300420.10.G1	29,309		9,444	32.2%	19,865	\$ 19,865	
27		UNIT G2	300420.10.G2	19,816		19,370	97.7%	447	\$ 447	
28		UNIT H	300420.10.H	3,143		643	20.5%	2,500	\$ 2,500	
29		UNIT H1	300420.10.H1	27,531		3,948	14.3%	23,583	\$ 23,583	
30		UNIT T-2	300420.10.T2	47,198		8,288	17.6%	38,911	\$ 38,911	
31		UNIT T-4	300420.10.T4	11,974		5,261	43.9%	6,713	\$ 6,713	
32		UNIT T-6	300420.10.T6	12,432		3,878	31.2%	8,554	\$ 8,554	
33		UNIT T-9	300420.10.T9	9,341	-	2,045	21.9%	7,296	\$ 7,296	
34		UNIT T-11/11A	300420.10.T11/T11A	30,566		4,943	16.2%	25,623	\$ 25,623	
35		UNIT T-11B	300420.10.T11B	-		-	0.0%	-	\$ -	
36		REIMBURSABLE BILLINGS	300420.11	-		3,766	0.0%	(3,766)	\$ (3,766)	
37		REIMB BILLINGS: EMERGENCY WTR LINE BREAK MAY 2018	300420.11.20 / 40163744	-		-	0.0%	-	\$ -	
38	(*)	NACI WATER SALE PROGRAM	(*) 300420.12	21,471	-	3,782	17.6%	17,689	\$ 17,689	
39	(*)	SAN ANTONIO SPILLWAY REHAB	(*) 300420.13	100,000	-	-	0.0%	100,000	\$ 100,000	
40	(*)	LEGAL	(*) 300420.10.A1.01 & .02	643,751		183,083	28.4%	460,668	\$ 460,668	
41		SUBTOTAL: ROUTINE OPERATIONS AND MAINTENANCE		\$ 3,158,188	\$ 10	\$ 1,827,317	57.9%	\$ 1,330,871	\$ 578,357	\$ 752,514
42		Non-Routine O&M								
43		MISC. FIBER OPTIC REPAIR (rebudget annually)	(*) 300420.08.TBD	\$ 6,500		359	5.5%	\$ 6,141		6,141
44		INTERLAKE TUNNEL PLANG (place holder)	(*) 300420.08.02	-		-	0.0%	-		-
45	(*)	5 YR INTAKE INSPECTION (EVERY 5 YRS. 2022/23)	(*) 300420.08.03	-		-	0.0%	-		-
46	(*)	5 YR PIPELINE CLOSE INTERVAL SURVEY (EVERY 5 YRS) (CLSD)	(*) 300420.08.04	188,636		187,420	99.4%	1,216		1,216
47	(*)	SANTA MARG CRK BRIDGE PIPE RELOCATION	(*) 300420.08.05	656,845	-	2,033	0.3%	654,812	654,812	
48	(*)	INTAKE PUMP SYSTEM IMPROVEMENTS (5 SYSTEMS)	(*) 300420.08.12	178,507		170,539	95.5%	7,968	7,968	
49	(*)	INTAKE PS: SLOPE REPAIR AND DRAINAGE WORK (S/B CLSD Q1 20/21)	(*) 300420.08.14	110,000		66,466	60.4%	43,534	43,534	
50	(*)	POWER MONITORING AT INTAKE (CLSD)	(*) 300420.08.15	30,000		-	0.0%	30,000	30,000	
51	(*)	SCADA EFFORTS AT BOOSTER STN O&M (REBUDGETED ANNUALLY)	(*) 300420.08.16	382,495		58,332	15.3%	324,163	324,163	
52	(*)	SYPS EFFICIENCY ALTERNATIVES (CXL)	(*) 300420.08.19	-		-	0.0%	-		-
53	(*)	GENERATOR PAD AT BOOSTER STN INSTALL (33%)	(*) 300420.08.22	-		-	0.0%	-		-
54	(*)	AIR VACS REPAIRS AND PREVENTION	(*) 300420.08.23	100,000		11,975	12.0%	88,025	88,025	
55	(*)	RAISE VALVES ON ROCKY CANYON RD	(*) 300420.08.26	25,000		-	0.0%	25,000	25,000	
56		SUBTOTAL: NON ROUTINE OPERATION & MAINTENANCE		\$ 1,677,983	\$ -	\$ 497,125	29.6%	\$ 1,180,858	\$ 1,173,501	\$ 7,357
57		Capital Outlay								
58	(*)	ISOLATION VALVES INSTALL (AUC: TYPE 1)	300580	\$ 771,558		140,048	18.2%	\$ 631,510	631,510	
59	(*)	SHED AT SYPS (AUC: TYPE 1)	300581	59,258	-	16,798	28.3%	42,460	42,460	
60	(*)	NACI RVR XING ULTIMATE CAPACITY (AUC: TYPE 1)	300561	16,927		-	0.0%	16,927	16,927	
61	(*)	NORTH SALINAS RIVER CROSSING REPAIR (MAINT: TYPE 3)	300641	4,181,600	-	865,969	20.7%	3,315,631	3,315,631	
62		SUBTOTAL: CAPITAL OUTLAY		\$ 5,029,343	\$ -	\$ 1,022,816	20.3%	\$ 4,006,527	\$ 4,006,527	\$ -
63		TOTAL BUDGET / INSTALLMENT BILLINGS		\$ 9,865,514	\$ 10	\$ 3,347,258	33.9%	\$ 6,518,257	\$ 5,758,385	\$ 759,871
64		VARIABLE ENERGY COSTS	300420.03	\$ 2,528,150		618,960	24.5%	\$ 1,909,190		
65		BUDGET FOR UNANCIPATED CAPITAL PROJECT	n/a	3,750		-	0.0%	3,750		
66		TOTAL		\$ 12,397,414	\$ 10	\$ 3,966,217	32.0%	\$ 8,431,197		



TO: Nacimiento Project Commission

FROM: Wes Thomson, Utilities Engineer, County Public Works

DATE: August 27, 2020

SUBJECT: Agenda Item VII.A – Consider recommending the District enter into zero-dollar agreements with Tesla, Inc. for Battery Energy Storage Systems at Naci Intake and Rocky Canyon Pump Stations through California’s Self-Generation Incentive Program (SGIP) applications.

Recommendation

Recommend the District enter into zero-dollar agreements with Tesla, Inc. for Battery Energy Storage Systems at Naci Intake and Rocky Canyon Pump Stations through California’s Self-Generation Incentive Program (SGIP) applications.

Discussion

Background

Battery energy storage systems provide resiliency to facilities by providing them with a power source during a Public Safety Power Shutoff (PSPS) or other unplanned outage events (e.g., wildfire) which have the potential to disrupt electrical service. In these scenarios, the State recognizes that backup power is an important component of a more robust emergency preparedness plan. In addition, battery energy storage systems can provide significant electricity cost savings by storing low-cost energy and using it during peak use periods when electricity rates are high. Peak demand charges can account for 50 percent of the total energy bill.

Self-Generation Incentive Program

The California Public Utilities Commission’s (CPUC) Self-Generation Incentive Program (SGIP) promotes the use of energy storage through incentives to install battery storage systems and prioritizes communities living in high fire-threat areas and low-income and disadvantaged communities.

- Funding is specifically for backup power systems to support “critical facilities” (includes water, wastewater or flood control facilities), and enhance community resilience in the event of a PSPS or wildfire.
- Funding is distributed on a first-come, first-served basis, regardless if the applicant is a private or public entity.
- Naci Intake and Rocky Canyon pump stations qualify since (1) they are classified as a critical facility (2) are located in a “High Fire Threat District” (HFTD), and (3) provide critical services or infrastructure to one or more communities in a HFTD, AND at least one of those communities is a disadvantaged community or low-income census tract.

Vendor and Site Selection

In the summer of 2020, Tesla Energy contacted District staff about the SGIP and Tesla’s battery energy storage installations to determine program eligibility at County sites and identified the subject NWP facilities. The proposed systems are designed to communicate with the National Weather Service and charge in preparation for forecasted weather or a PSPS event and could provide up to 14 hours of operational capability during an unplanned power outage.

Financial Considerations

There is no up-front cost associated with executing the two agreements (see Table 1). Through the Equity Resiliency State SGIP, all engineering, design, installation, and operations and maintenance costs are covered for the duration of the ten-year contract. When the ten-year contract expires, the District will then be responsible for the O&M costs estimated to be around \$4,500 per year.

After the ten-years, the District will fully-own the system and the Participants will continue to realize the electricity cost savings (see Table 2) and resiliency benefits (see Table 3) until the end of the systems’ useful life – designed to be 20 years.

Tesla recommends budgeting for system removal and shipment of the batteries back to the Tesla Gigafactory in Sparks, Nevada, at the end of the battery systems’ effective useful life. Tesla will then responsibly recycle the system for no cost to the District. The table below reflects these costs with a two percent escalated cost per year.

Table 1: Estimated Project Cost			
District Project Costs	Intake Pump Station	Rocky Canyon Pump Station	Total for NWP
Project Capital Cost ¹	\$0	\$0	\$0
Post-Contract O&M Cost ²	\$45K	\$45K	\$90K
System Removal Costs (one-time)	\$25K-\$50K	\$25K-\$50K	\$50-100K
Total System Cost	\$70K-\$95K	\$70K-\$95K	\$140-190K
Notes:			
1. Program covers the capital cost of the battery storage system.			
2. Total cost for the 10-year period -- years 11 thru 20 (program covers O&M cost for years 1 thru 10).			

Table 2: Total Savings over 20-Years			
Project Cost and Savings	Intake Pump Station	Rocky Canyon Pump Station	Total for NWP
District’s Estimated Electricity Cost Savings ¹	\$2.37M	\$1.19M	\$3.56M
District’s Estimated System Cost ²	\$70K-\$95K	\$70K-\$95K	\$140-190K
Total Savings to District Over 20-years	\$2.30M	\$1.10M	\$3.4M
Notes:			
1. Per Tesla Proposals (see attached).			
2. O&M costs for years 11-20, plus the one-time system removal cost.			

Table 3: Net Benefit to District			
Benefits	Intake Pump Station	Rocky Canyon Pump Station	Total for NWP
Energy Cost Savings ¹	\$2.30M	\$1.10M	\$3.4M
Increased Community Resilience ²	\$2.2M	\$2.2M	\$4.4M
Net Benefits	4.5M	3.3M	7.8M
Notes:			
1. Projected annual electricity cost savings of \$102K (Naci Intake) and \$51K (Rocky Canyon).			
2. Avoided shutdown of critical facilities during Public Safety Power Shut-off (PSPS) events or wildfire.			

ACTION

The Commission’s recommendation will help inform the Board’s decision to enter into the agreements for the Tesla battery energy storage systems to have more resilient water supply for NWP-supported communities and provide District staff access to new strategies for electricity cost management.

ATTACHMENTS

- 1. Tesla Proposal & Contract – NWP Intake Pump Station
- 2. Tesla Proposal & Contract – NWP Rocky Canyon Pump Station

TESLA COMMERCIAL ENERGY

We take a long-term approach to ensure your energy storage system provides maximum performance, simplified integration and all-weather capabilities. You have peace of mind knowing that Tesla has successfully deployed 2.5 million kilowatts of solar and 2 million kilowatt hours of energy storage around the world.



County of San Luis Obispo – Nacimiento Lake Intake Pump Station
10707 Nacimiento Lake Dr, Heritage Ranch, CA 93446, US

ENERGY STORAGE SYSTEM RATINGS



Battery Output Rating	986 kW
Battery Size (17 Packs)	3,944 kWh
Battery Value	\$2,205,914
Total Project Cost	\$0
Fully Charged Duration	17 hours
Average Duration	8.5 hours



EMERGENCY BACKUP

Powers a facility when the grid goes down



PEAK SHAVING

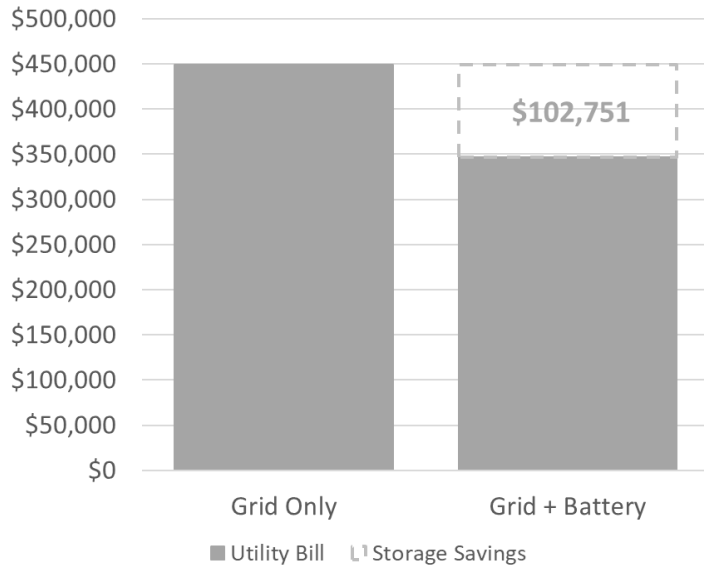
Discharge at times of peak demand to reduce expensive demand charges

PROPOSED SAVINGS PROJECTIONS

Battery Energy Storage System Savings

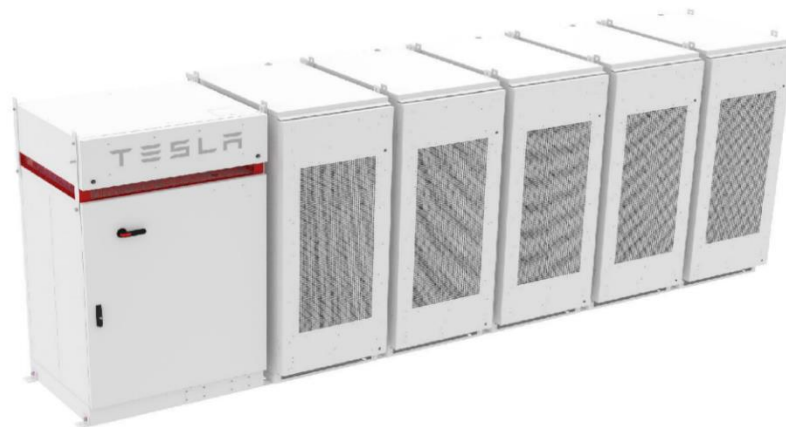
Estimated Annual Electricity Savings

Estimated Long Term Electricity Savings



10 Year Value \$1,099,215

20 Year Value \$2,373,642



Additional Information

- Specific site/project specifics will need to be confirmed as part of the Site Survey & Permitting Process
- We recommend that you change to PG&E tariff B 20 P to increase your savings with storage

POTENTIAL POWERPACK LOCATION



Standard Non-Disclosure Agreement

Effective Date: _____

Tesla Contact: _____

This Standard Non-Disclosure Agreement (“NDA”) is entered as of the Effective Date between the Tesla entity (“Tesla”) and the company or individual (“Company”) identified below. Tesla and each Company agree as follows:

1. Purpose. Tesla may disclose Confidential Information to Company in order to consider a potential business relationship with each other or fulfill the objectives of such relationship (“Purpose”). “Confidential Information” means information disclosed by Tesla or its Affiliate to Company or its Affiliate that is marked as confidential or proprietary, identified as confidential or proprietary (e.g. if disclosed orally or visually), or disclosed under circumstances by which Company should reasonably understand that such information is deemed by Tesla to be confidential or proprietary. All Confidential Information and derivations thereof remain Tesla’s sole property, and no license or other right to Confidential Information or any intellectual property is granted or implied by this NDA or any disclosure. Tesla is not required to disclose any information hereunder. All Confidential Information is provided on an “AS IS” basis. Tesla disclaims any and all representations, warranties, or assurances concerning the Confidential Information, including as to accuracy, performance, completeness, suitability, or third-party rights.
2. Confidentiality. Subject to Section 3, Company and its Affiliates may not: (a) use Confidential Information for any reason except the Purpose; or (b) disclose Confidential Information to any individual or third party except to its personnel, directors, consultants, professional advisors, and Affiliates, or (to the extent expressly approved in writing by Tesla) other unaffiliated third parties, in each case that (i) have a “need to know” such Confidential Information for the Purpose and (ii) are bound to confidentiality obligations that protect Confidential Information to at least the same extent as the terms of this NDA (collectively, “Authorized Recipients”); or (c) make any public disclosures relating to the existence of this NDA or the Purpose without Tesla’s prior written consent; or (d) identify, or attempt to identify, any data subject (e.g. one or more individuals, vehicles, products, or entities) through any de-identified or anonymous data disclosed by Tesla. Company shall implement and maintain appropriate organizational, technical, and administrative security measures, exercising the same degree of care to protect Confidential Information that it uses for its own confidential information of a similar nature, but in no event less than reasonable care. Promptly after learning of any unauthorized use or disclosure of, and/or unauthorized attempts to access or modify, any Confidential Information in Company’s (or its Authorized Recipients’) custody or control, Company shall notify Tesla in writing and cooperate with Tesla to investigate and mitigate any adverse effects. Company shall be responsible for any unauthorized use or disclosure of Confidential Information by any of its Authorized Recipients.
3. Exceptions. The obligations of Section 2 will not apply to information that: (a) is already known to Company at the time of disclosure without obligation of confidentiality, (b) is or becomes publicly known through no wrongful act or omission of Company, (c) is rightfully received by Company from a third party without obligation of confidentiality, (d) is approved for release by Tesla’s written authorization, or (e) was developed by Company independently and without the use or benefit of any Confidential Information. A disclosure that Company is required to make pursuant to any order or requirement of a court, administrative agency, other governmental agency, or stock exchange will not be deemed a breach of Section 2 of this NDA, provided that Company has to the extent permitted by law: (x) promptly notified Tesla in writing of such order or requirement, (y) given Tesla an opportunity to challenge or limit the disclosure requirement or seek an appropriate protective order, and (z) cooperated with Tesla to narrow the scope of such disclosure to only that portion of the Confidential Information that is necessary to fulfill the order or requirement. A disclosure which complies with a U.S. Federal Acquisition Regulation permitting disclosures to the government concerning government contracts will not be deemed a breach of this NDA. Each party is hereby given notice of the immunity set forth in 18 USC § 1833(b).
4. Affiliate. “Affiliate” means an entity which either controls or is controlled by a party or is under common control with a party, where “control” means the power to direct or cause the direction of an entity’s management and policies through ownership or control of at least 50% of its voting securities or ownership interest.
5. Termination. This NDA is effective as of the Effective Date and will expire 3 years thereafter. Either party may terminate this NDA for any or no reason by giving 60 days’ prior written notice to the other party. Expiration or termination shall not affect a party’s rights or obligations with respect to Confidential Information disclosed before such expiration or termination, and such rights or obligations will continue as long as Company or its Affiliate has custody of or control over Confidential Information. Upon expiration or termination of this NDA or Tesla’s written request, Company shall promptly return to Tesla all Confidential Information or certify in writing that all Confidential Information has been destroyed. Sections 2, 3, and 5–7 will survive for 5 years after the expiration or termination of this NDA.
6. Disputes; Venue. This NDA is governed by the laws of the county, state, and country specified below Tesla’s signature, in each case without regard to conflict of laws principles. Company will be jointly and severally responsible for the acts and omissions of its Affiliates and each Authorized Recipient. The rights of and damages incurred by a Tesla Affiliate will be deemed to be rights of and damages incurred by Tesla. The Parties shall discuss in good faith a resolution to any conflict or dispute under this NDA. The exclusive venue for any judicial action arising out of or relating to this NDA will be the state, federal, or regional courts for the location specified below Tesla’s signature. The parties, for themselves and their respective

Standard Non-Disclosure Agreement

Affiliates and Authorized Recipients, hereby waive any challenge to venue and jurisdiction in such courts. If Tesla substantially prevails in any action to enforce this NDA, it will be entitled to recover its costs of enforcement from Company and its Affiliates, including reasonable attorneys' fees. Company acknowledges that breach of this NDA would cause Tesla irreparable harm for which monetary damages would not provide an adequate remedy and Tesla will, in addition to any other available remedies, be entitled to temporary and permanent injunctive relief with respect to such breach without proof of actual damages or the posting of bond or other security.

7. **Miscellaneous.** This NDA constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, representations, and understandings, between the parties regarding its subject matter. If any provision hereof is held by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this NDA shall remain in full force and effect. This NDA is written in the English language, and the English version shall prevail over any translation thereof. A waiver of any right hereunder does not imply waiver of any other rights. No waiver, alteration, modification, or amendment of this NDA shall be effective unless in writing and signed by both parties. This NDA may be signed in duplicate originals or in separate counterparts, each of which is effective as if the parties signed a single original, and a facsimile of an original signature or electronically signed version transmitted to the other party is effective as if the original was sent to the other party. Any notice required or permitted by this NDA shall be made in writing and be deemed delivered upon verification of delivery to the other party. Company may not assign, transfer, or otherwise convey or delegate any of its rights or duties under this NDA (except to the successor in a merger, acquisition, or corporate reorganization of Company) without Tesla's prior written consent, and any attempt to do so shall be void.

Tesla and each Company execute this Standard Non-Disclosure Agreement through their duly authorized representatives.

Tesla: Tesla, Inc. _____
Signed: _____
Printed: _____
Title: _____
Date: _____
Contact Information: Legal Department PO Box 15430, Fremont CA 94539, USA Phone : +1-650-681-5000 Governing Law: <u>California</u> Venue: <u>Santa Clara County, California</u>

Company: _____
Signed: _____
Printed: _____
Title: _____
Date: _____
Contact Information: Name/Dept.: _____ Address: _____ Phone: _____



**Tesla Energy Products Purchase Agreement
California Self-Generation Incentive Program (SGIP)**

This "Agreement" is between Tesla, Inc. ("Tesla"), and the entity represented by you, as the signatory to this Agreement ("Buyer"). The Agreement consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail).

As described in Section 2 below, as a condition of the pricing in this Agreement, Buyer must also sign a ten (10) year "Services Agreement," contemporaneously with this Agreement.

Price Sheet

Buyer information

Buyer Name:
Street Address:
Signatory Name:
Signatory Phone Number:

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304
888-765-2489
CA CSLB 949283

Energy Products and Contract Price

Energy Storage System kW / kWh Powerpack System

Product Value:

SGIP Eligible Costs

SGIP Incentive

**Contract Price (after SGIP
Incentive and discounts):**

Job No.:

Approximate Completion Date

60-180 days from the date of this Agreement

Signed by

Buyer:

Tesla, Inc.:

Your signature:

By: 

Title:

Title: Sr. Director, Commercial
Energy Sales North America

Date:

Date:



Buyer:

Your signature:

Title:

Date:

Buyer:

Your signature:

Title:

Date:



Energy Products Purchase Agreement Terms & Conditions

1. **Authorization; Representations.** By your acceptance of this Agreement (by electronic acceptance or signature), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided (or will provide) to Tesla is true and accurate and fairly represents Buyer's financial position as at the date it was provided. Tesla may terminate this Agreement if any of the representations in this Section 1 are incorrect.

2. **Purchase; SGIP Program.**

(a) Buyer agrees to purchase the "Products" indicated in the Price Sheet. Tesla agrees to sell Buyer the Products and install them at the address you provided in the Price Sheet (the "Site"). Notwithstanding the above, prior to installing the Products, Tesla may review Buyer's credit, and Tesla shall have the right to terminate this Agreement in its sole discretion based upon the outcome of such credit review.

(b) The Products will be financed by the California Self-Generation Incentive Program ("**SGIP**"), which provides an incentive payment to be paid over five (5) years, subject to certain conditions (the "**SGIP Incentive**"). The SGIP Incentive when assigned to Tesla as the SGIP payee permits Tesla to offer the Products at a reduced cost, or no cost to Buyer. Buyer hereby assigns the SGIP Incentive to Tesla, and releases any claim to the SGIP Incentive. Buyer agrees to cooperate with Tesla's efforts to obtain the SGIP Incentive, including signing necessary documents.

(c) As a condition of receiving pricing based upon the SGIP Incentive, Buyer agrees to notify Tesla and the SGIP program administrator, not less than ninety (90) days in advance, if Buyer intends to sell or relocate the Products within ten (10) years after the date they are installed. This obligation will survive the termination or expiration of this Agreement. Contact information for the SGIP program administrator can be found at <https://www.selfgenca.com/home/contact/>. Notification to Tesla should be directed to CommercialAccounts@Tesla.com.

(d) In order to enable the SGIP Incentive, Buyer is required to sign the "**Services Agreement**" contemporaneously with this Agreement. As more fully detailed therein, the Services Agreement provides for Tesla to maintain the Products for ten (10) years, and also provides that Tesla will remotely operate the Products in a manner necessary to obtain the SGIP Incentive.

3. **Contract Price.** The Price Sheet shows the price of the Products and their installation after the SGIP Incentive ("Contract Price"), and the value of the Products ("Product Value"). The Contract Price is charged in accordance with the Schedule of Payments on the Price Sheet, and payment is due thirty (30) days after the date of each invoice. Subject to Section 4, the Contract Price is inclusive of all taxes and permitting fees. The Contract Price does not include, and Tesla is not obligated to provide, any ongoing services in connection with the Products (including maintenance services), except as required in connection with Tesla's limited warranties in Section 12, and as separately agreed under the Services Agreement.

4. **Changes to Price Sheet.**

(a) Tesla's obligation to install the Products is conditioned on such work falling within Tesla's "Standard Scope", which assumes standard wage rates, no unforeseen site conditions, no significant upgrades to existing electrical works, interconnection fees not to exceed \$1,000, and customary government costs, taxes and fees. Further information about what constitutes Tesla's Standard Scope is available upon request.

(b) Tesla has the right to update the Price Sheet if, upon further diligence regarding the Site, Tesla determines that there are conditions outside of the Standard Scope. If Buyer does not reject the updated Price Sheet within thirty (30) days and cancel this Agreement, the changes will be deemed accepted.

(c) In addition, Tesla may in its sole discretion determine that because of issues beyond the Standard Scope, or because of the unavailability of the SGIP Incentive, Tesla will not install the Products. In such case, Tesla may terminate this Agreement by notice to Buyer, and if applicable shall refund the Order Payment.

5. **Installation; Service.** Tesla will contact Buyer to perform an energy efficiency audit of the Site as required by the SGIP program, and subsequently, to schedule installation of the Products. Installation will be performed by Tesla or an affiliate or subcontractor, at Tesla's election. Tesla will commission the System in accordance with its standard practices. Buyer authorizes Tesla, or its affiliate or subcontractor, to submit on Buyer's behalf any permit or interconnection application



that is required in connection with the Products. Buyer also agrees to give Tesla, or its affiliate or subcontractor, access to the Site as scheduled so Tesla can install and service the Products. Buyer is responsible for all existing property conditions at the Site, whether known or unknown.

6. **Payment.** By entering into this Agreement, Buyer agrees to pay the Contract Price as described in the Price Sheet. Tesla may provide combined or separate invoices for each of the Products. Risk of loss shall transfer with respect to each component of the Products, upon its delivery to the Site. Title to the Products will transfer to Buyer after Tesla (i) completes installation and (ii) receives payment in full of the Contract Price (if any).

7. **Order Payment.** The Order Payment (if any) that Buyer previously paid for the Products is now non-refundable, except in the circumstances described in Section 4(c). When this Agreement becomes effective, Tesla incurs significant costs preparing to install the Products. The Order Payment is a reasonable estimate of the damages Tesla would incur if Buyer cancels its order before the Products are installed.

8. **Privacy.** The [Tesla Customer Privacy Policy](#) is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting Tesla at 1-888-765-2489.

9. **Intellectual Property.** Tesla owns all intellectual property rights associated with the Products. Tesla grants Buyer a non-exclusive license to use any software embedded into the Products, only in connection with the operation of the Products.

10. **Remote Monitoring and Firmware Upgrades.**

(a) Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. This monitoring requires a high speed internet line, which Buyer must provide at Buyer's cost. If Buyer does not maintain this internet connection, Tesla cannot monitor the Products. Tesla is not responsible for any issues arising from Buyer's failure to provide an internet connection, or a failure of monitoring arising from the same.

(b) "Buyer Data" consists of the data related to the Products which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla. Buyer Data shall be owned by Buyer. Tesla may use Buyer Data (i) to perform its obligations under this Agreement including any warranties, (ii) to improve Tesla's products and services generally (including by performing analyses on such information), and (iii) to aggregate with other data. Public disclosure of such information by Tesla is permitted if neither Buyer nor the owner or long-term occupant of the site where the Products are located (the "Site Host") could reasonably be identified from the publicly disclosed information.

(c) Any information obtained by Tesla through remote monitoring of the Products that is not Buyer Data shall be owned by Tesla ("Tesla Data"), shall be confidential information of Tesla, and shall not be required to be made available by Tesla to any person.

(d) Notwithstanding anything herein to the contrary, Tesla may disclose either Buyer Data or Tesla Data as requested or required by an applicable administrator of the SGIP program ("SGIP Administrator"), and Tesla shall not be responsible for the SGIP Administrator's use or disclosure of such data.

11. **Maintenance & Operation.** Tesla will provide Buyer with an initial copy of an applicable storage system operation and maintenance guide (as updated by Tesla from time to time, the "Manuals"). The Manuals provide Buyer with operation and maintenance instructions, answers to frequently asked questions, and service information. Buyer must cause the Products to be maintained in accordance with the Manuals (including by contracting with Tesla for maintenance services). In addition, Buyer must comply with the Manuals, to the extent the Manuals apply to Buyer's activities at the Site.

12. **Limited Warranties.** The Products and installation work are covered by the following limited warranties. **THESE ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND INSTALLATION WORK. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described below.**

Storage System	The Storage System is covered by the Tesla Limited Warranty applicable to the product and model purchased. By approving this Agreement, Buyer accepts the terms of the Tesla Limited Warranty for the applicable product, which can be obtained on our website or will be provided upon request.
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	In order to maintain the Tesla Limited Warranty, maintenance on the Storage System must be performed by Tesla, a Tesla affiliate or subcontractor, or a Tesla-certified maintenance provider.
Workmanship	Tesla warrants that (a) Tesla's installation workmanship will be free from defects for 10 years from the date the Products are installed (or, in the case of main panel or structural upgrades, 1 year from the date those upgrades were performed); (b) Tesla's installation workmanship will not invalidate the applicable Tesla Limited Warranty; and (c) Tesla will not damage the Site during our installation of the Products. If Tesla breaches this workmanship warranty, Tesla will repair the defective work or damage at Tesla's cost. If Tesla cannot do this itself, Tesla will pay for someone else to do it. Such repair work shall not extend the original warranty period, but the remainder of the original warranty period shall apply to the repair work.

13. **Warranty Exclusions.** The "Workmanship" warranty above does not cover any defect caused by (1) events beyond Tesla's reasonable control, including but not limited to lightning, flood, earthquake, fire, excessive wind and other extreme weather events, accidents, abuse, misuse or negligence; (2) Buyer's failure to operate or maintain the Products in accordance with the applicable owner's manual(s); (3) strikes by balls or other objects, dirt, dust, bird excrement, animals, insects, foliage or algae growth; (4) water entering around a fitting, accessory or other material not installed by Tesla; (5) any material or equipment connected to the Products that was not installed by Tesla; or (6) someone other than Tesla installing, altering, removing, re-installing or repairing any part of the Products unless that person does so in compliance with the applicable owner's manual(s). The "Workmanship" warranty also does not cover (i) any defects in the equipment or components incorporated into Tesla's work (such as breakers, electrical panels, soft-start devices for HVAC equipment, etc.); (ii) pre-existing conditions at the Site, including but not limited to unpermitted conditions, improper electrical wiring, cracked or crumbling masonry; (iii) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of the Products; or (iv) theft or vandalism. The warranty for the "Storage System" above is not subject to the above exclusions, but is subject to other exclusions which are described in the warranty document.

14. **IP Indemnity.**

(a) As used in this Section 14, "Representatives" means Buyer and Buyer's affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns; "Losses" means damages and liabilities, including reasonable attorneys' fees; and "Claim" means a claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party.

(b) Tesla shall indemnify, defend and hold harmless Buyer and its Representatives from any Losses arising out of any Claim alleging that the Products infringe the intellectual property rights of a third party. However, Tesla shall have no obligation to indemnify Buyer or any of its Representatives to the extent the Claim arises out of: (a) use of the Products in combination with any other products, materials or equipment not expressly authorized by Tesla; or (b) any modifications or changes made to the Products other than by Tesla. If a Claim for infringement or alleged infringement of any intellectual property rights is made, Tesla may, at its own expense, (i) modify any or all of the intellectual property rights so as to avoid the infringement or the alleged infringement; or (ii) take such other action as Tesla deems reasonable to avoid or settle such Claim.

15. **Limitation of Liability.** Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement. To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to one another under this Agreement is limited to the Product Value. This Section 15 applies, without limitation, to any liability arising out of any Site survey performed by Tesla or its affiliate or subcontractor in connection with this Agreement. This Section 15 does not apply to Buyer or Tesla's obligation to indemnify the other for third-party claims, as required under Section 14 or otherwise under applicable law.

16. **Term; Breach; Remedies.**

(a) This Agreement will continue in effect until Tesla has completed installation of the Products and received payment in full of the Contract Price, unless earlier terminated as permitted in Section 4 or this Section 16.

(b) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue



any remedy it has under this Agreement or at law, including in Tesla's case, repossession of the Products (if title has not yet transferred) and collection of all amounts due (including those past due, which will be charged 2% interest per annum).

(c) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration until fully performed.

17. **Governing Law; Integration.** This Agreement is governed by the laws of the State of California. The information at the links described above is part of this Agreement. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

18. **Assignment.** Tesla may, without need for Buyer's consent, assign, mortgage, pledge or otherwise directly or indirectly assign this Agreement and/or its interests in this Agreement (a) as collateral in connection with its financing activities; and (B) to any third party (including any affiliate of Tesla) or any person succeeding to all or substantially all of the assets of Tesla; provided, that, in the case of assignments to a third party under clause (b), Tesla is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Tesla's obligations hereunder by binding written instrument. .

19. **Insurance.** Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer's request, furnish to Buyer a certificate evidencing such coverage:

(a) **Commercial General Liability Insurance (CGL).** Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) **Workers' Compensation Insurance.** Tesla carries workers' compensation insurance for all employees in compliance with law.

20. **Further Assurances.** Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

21. **Arbitration.** Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.



Energy Products Operation and Maintenance Agreement California Self-Generation Incentive Program (SGIP)

This “Agreement” is between Tesla, Inc. (“Tesla”), and the entity represented by you, as the signatory to this Agreement (“Buyer”). The Agreement consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail) (the “Effective Date”).

This Agreement accompanies a Tesla Energy Products Purchase Agreement (“Purchase Agreement”), which includes a reduced price as a result of Tesla obtaining the SGIP incentive with respect to the Products (as indicated in the Price Sheet, the “SGIP Incentive”).

Price Sheet

Buyer information

Buyer Name:

Street Address:

Signatory Name:

Signatory Phone Number:

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304
888-765-2489
CA CSLB 949283

Products

Products installed under Energy Products Purchase Agreement dated [DATE]:
Products Value:
SGIP Eligible Costs:
SGIP Incentive:
Job No.:

Powerpack:

Services Price

Annual price for Services: **\$0**
Extra Services **Time-and-Materials Rate to be agreed by Buyer**

Payment Terms

Deadline for Payments: **30 days after date of invoice**



Signed by

Buyer:
Your signature:


Title:
Date:

Buyer:
Your signature:

Title:
Date:

Buyer:
Your signature:

Title:
Date:

Tesla, Inc.:
By: 

Title: Sr. Director, Commercial
Energy Sales North America
Date:



Operation and Maintenance Agreement Terms & Conditions

1. **Authorization; Representations.** By your acceptance of this Agreement (by electronic acceptance, signature, or email), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided (or will provide) to Tesla is true and accurate and fairly represents Buyer's financial position as at the date it was provided. You also represent and agree that the Buyer owns or has sufficient rights to the Products in the Price Sheet, to contract for the Services. Tesla may terminate this Agreement upon notice to Buyer if any of the representations in this Section 1 are incorrect.

2. **Term; SGIP Operation and Grid Services.**

(a) This Agreement will continue in effect for ten (10) years from the date that the Products are fully installed, unless earlier terminated under Section 11 (the "Term"). The Parties agree that as of the Effective Date, the Products are intended to remain owned by Buyer and installed at the Site (as defined in Section 3) throughout the Term.

(b) During the Term, Tesla may monitor and operate (including charging and discharging) the Products, in order to comply with requirements of the SGIP Program, and to generate savings by shifting Buyer's grid electricity consumption from higher-priced times to lower-priced times, in Tesla's reasonable discretion. Buyer acknowledges that Tesla's cycling of the Products will consume some portion of the warranted throughput of the Products; and will use electricity stored in the Products (together, "Cycling Costs"). Tesla expects that Tesla's activities described above will save significantly more than the Cycling Costs, but Tesla makes no guarantee of such savings. Buyer agrees that the provision of the Services herein are in full consideration of the Cycling Costs, and releases Tesla from any claim to recover any Cycling Costs.

(c) Buyer agrees to notify Tesla of any utility tariff changes with respect to the Site, during the Term.

(d) As a condition of receiving pricing based upon the SGIP Incentive, Buyer agrees to notify Tesla and the SGIP program administrator, not less than ninety (90) days in advance, if Buyer intends to sell or relocate the Products within ten (10) years after the date they are installed. This obligation will survive the termination or expiration of this Agreement. Contact information for the SGIP program administrator can be found at <https://www.selfgenca.com/home/contact/>. Notification to Tesla should be directed to CommercialAccounts@Tesla.com.

(e) If Buyer intends to vacate or sell the Site during the Term, Buyer shall ensure that that the buyer of the Site accept assignment of this Agreement, or an agreement substantially similar and reasonably acceptable to Tesla, in order to ensure continued compliance with the SGIP Program.

(f) From time to time, Tesla may identify demand response or similar grid services programs, whereby the Products can help meet demands of the electrical grid, or improve its reliability, by charging or discharging the Products (or agreeing to make the Products available for charging or discharging) (each, a "Grid Services Program"). Tesla will notify Buyer of any proposed Grid Services Program and identify: (i) the anticipated economic benefit for Buyer; (ii) the anticipated impact on the availability of the Products; and (iii) the anticipated Cycling Costs. Buyer may elect to participate or not participate in a Grid Services Program, provided that if Buyer does not provide Tesla with notice of its election within thirty (30) days after Tesla's notice of the Grid Services Program, Tesla may treat the same as an election to participate.

3. **Tesla to Provide Services.** For the Products indicated in the Price Sheet, Buyer agrees to purchase the "Services" in accordance with Appendix 1 (the "Scope of Services") during the Term, to be performed at the site where Tesla installed the Products (the "Site").

4. **Scope of Services.**

(a) Tesla's Scope of Services assumes standard wage rates, no constraints to Tesla's access to the Site, and no unforeseen site conditions. If Tesla encounters challenges accessing the Site, or unforeseen site conditions not caused by Tesla, Tesla may treat the costs it incurs as Extra Services as set forth in Section 4(b).

(b) Any service not included in the Scope of Services shall be an "Extra Service." Extra Services will include, for example repairs arising from abuse by Buyer. Upon request, Tesla may provide Buyer a time-and-materials rate proposal for Extra Services, and upon agreement of Buyer in writing, Tesla may agree to perform the Extra Services. When used in this Agreement, "Services" shall include "Extra Services," when context requires. If Buyer pays a fee to Tesla for Extra Services in connection with an issue that is subsequently determined to be covered by a Tesla Manufacturer's Limited Warranty or other warranty provided by Tesla for the Products, Tesla shall provide a refund to Buyer.



(c) Title and risk of loss to all parts, materials or equipment installed by Tesla during the performance of the Services shall transfer to Buyer when such parts, materials or equipment have been installed and the Products (or the affected part of the Products) have been commissioned or re-commissioned.

5. **Site Access.** Tesla will contact Buyer to schedule the Services. Services will be performed by Tesla or an affiliate or subcontractor, at Tesla's election. Buyer also agrees to give Tesla, or its affiliate or subcontractor access to the Site as scheduled so Tesla can provide the Services.

6. **Extra Services.** Tesla may bill for Extra Services upon their completion. By entering into this Agreement, Buyer agrees to pay any agreed-upon fee for Extra Services, in accordance with the Payment Terms in the Price Sheet.

7. **Privacy.** The [Tesla Customer Privacy Policy](#) is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting Tesla at 888-765-2489.

8. **Remote Monitoring and Firmware Upgrades.**

(a) Tesla's SGIP-related monitoring and cycling described in Section 2 requires a continuous high-speed internet connection, which Buyer agrees to provide at Buyer's cost. Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. If Buyer does not maintain this continuous internet connection the monitoring will not function. Tesla shall not be responsible for any issues arising from Buyer's failure to provide an internet connection, or a failure of monitoring arising from the same.

(b) "Buyer Data" consists of the data related to the Products which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla. Buyer Data shall be owned by Buyer. Tesla may use Buyer Data (i) to perform its obligations under this Agreement including any warranties, (ii) to improve Tesla's products and services generally (including by performing analyses on such information), and (iii) to aggregate with other data. Public disclosure of such information by Tesla is permitted if Buyer could not reasonably be identified from the publicly disclosed information.

(c) Any information obtained by Tesla through remote monitoring of the Products that is not Buyer Data shall be owned by Tesla ("Tesla Data"), shall be confidential information of Tesla, and shall not be required to be made available by Tesla to any person.

9. **Services Warranty.**

(a) Tesla warrants that (i) it shall perform all Services in accordance with Prudent Industry Practices, any applicable Tesla operation and maintenance manuals, and this Agreement, and (ii) any labor performed, and any materials installed, in the performance of the Services shall be free from defects in design and workmanship for 12 months after such labor was performed or such materials were installed (collectively, the "Services Warranty"). "Prudent Industry Practices" means the methods approved by a significant portion of the electrical services industry operating in the state in which the Products are installed that, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable law, reliability, safety, environmental protection, economy and expedition.

(b) Tesla shall remedy any defect or otherwise cure a breach of the Services Warranty, at its own cost and expense, as promptly as reasonably practicable after Buyer notifies Tesla in writing of such breach, in a manner and at such times that reasonably minimizes interruption of the operation of the Products and revenue loss to Buyer. This shall be Tesla's sole and exclusive liability, and Buyer's sole and exclusive remedy, in connection with a breach of the Services Warranty.

(c) EXCEPT AS REQUIRED BY LAW, OR AS PROVIDED FOR IN THIS AGREEMENT, TESLA MAKES NO WARRANTIES OR GUARANTEES WITH RESPECT TO THE SERVICES AND DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY APPLICABLE LAWS, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

10. **Limitation of Liability.** Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement, except to the extent provided in Section 11(b). To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to one another under this Agreement is limited to the Products Value. This Section 10 applies, without limitation, to any liability arising out of any Site survey performed by Tesla or its affiliate or



subcontractor in connection with this Agreement. This Section 10 does not apply to Buyer or Tesla's obligation to indemnify the other party, as may be required under applicable law.

11. Breach; Remedies.

(a) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue any remedy it has under this Agreement or at law. Tesla may also terminate this Agreement if the Products are substantially destroyed other than due to Tesla's fault.

(b) Buyer shall be responsible for, and Tesla shall be entitled to invoice for, any loss of part or all of the SGIP Incentive due to damage to the System caused by Buyer, or Buyer's breach of this Agreement. Breaches that may result in the loss of part or all of the SGIP Incentive may include, without limitation, removing or selling the Products without notifying the SGIP Administrator as required in Section 2(e), not providing Tesla with access to the Products in order to perform maintenance as required in Section 4; or continued failures to provide internet connectivity as required in Section 8.

(c) If this Agreement is terminated by Tesla during the first five (5) years of the Term, then Buyer shall owe Tesla the following amount, as reasonably calculated by Tesla: For each year or portion thereof remaining in the first five (5) years of the Term, Buyer shall pay ten percent (10%) of the SGIP Incentive (the "Termination Payment") (Thus, if the Agreement is terminated for Buyer default three (3) years from the date that the Products are fully installed, Buyer shall owe 20% of the SGIP Incentive). Buyer agrees that the damages in this Section 11 are a reasonable preestimate of Tesla's damage as a result of the early termination of this Agreement. The Termination Payment shall be due and payable thirty (30) days after Tesla's issuance of an invoice therefor.

(d) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration.

12. Governing Law; Integration. This Agreement is governed by the laws of the State of California. The information at the links described above is part of this Agreement. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

13. Assignment. Tesla may, without need for Buyer's consent, assign, mortgage, pledge or otherwise directly or indirectly assign this Agreement and/or its interests in this Agreement (a) as collateral in connection with its financing activities; and (B) to any third party (including any affiliate of Tesla) or any person succeeding to all or substantially all of the assets of Tesla; provided, that, in the case of assignments to a third party under clause (b), Tesla is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Tesla's obligations hereunder by binding written instrument.

14. Insurance. Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer's request, furnish to Buyer a certificate evidencing such coverage:

(a) **Commercial General Liability Insurance (CGL).** Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) **Workers' Compensation Insurance.** Tesla carries workers' compensation insurance for all employees in compliance with law.

15. Further Assurances. Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

16. Arbitration. Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.



Appendix 1

Scope of Services

Tesla will (i) proactively monitor the Products as set forth below, and (ii) respond to inquiries by phone, web and/or email. Tesla may respond, remotely or on-site as deemed necessary by Tesla, to telemetry signals and/or Buyer inquiries. The Services that Tesla will provide are limited to the following:

- Perform preventative maintenance, as Tesla deems consistent with Prudent Industry Practices
- Alert the customer of Product performance and failure issues
- Provide visibility of Product performance through Tesla's Powerhub user interface
- Alert the customer if the Product is not communicating with the internet
- Remove, return, replace and/or fix parts covered by valid manufacturer warranty
- Investigate and replace defective balance of system hardware and/or defective wiring for the duration of the Workmanship Warranty. (After the Workmanship Warranty, the Parties may agree for Tesla to perform this service as Extra Work.)
- Remotely update products software and firmware to improve performance

Excluded services and repairs listed below may be performed as an Extra Service, as set forth in Section 3(b):

- Moving debris from the equipment, or the area around the equipment
- Maintenance of the area around the Products, including vegetation management
- Maintenance to the degree necessitated by vandalism, negligence or misconduct of Buyer or another party not under Tesla's control
- Removal and reinstallation of equipment for reasons not related to warranty failures

SELF-GENERATION INCENTIVE PROGRAM

Proposed System Information Attestation

The following information (Responses to Questions 1 – 5) is required by the Developer of the storage system applying for SGIP's Equity Resiliency Budget or Non-Equity Resiliency Budget with a discharge duration greater than two hours.

- 1) Provide an estimate of how long the project's fully charged battery will provide electricity for the relevant facility average load during an outage.

- 2) Indicate whether the project's critical loads can and will be isolated.

- 3) Provide an estimate of how long the project's fully charged battery will provide electricity to critical uses during an outage.

- 4) Provide an estimate of how long the project can operate in less-than favorable circumstances, such as if an outage occurs when the battery has been discharged or during the winter (if paired with solar).

- 5) Summarize information given to the customer about how the customer may best prepare the storage system to provide backup power, in the case of a Public Safety Power Shutoff (PSPS) event announced in advance (provide an attachment with more information if necessary).

ATTESTATION

[DEVELOPER SECTION]

I, _____ (print name of Developer), hereby attest that each of the statements provided in this document are true and correct.

Signature:  _____

Name Printed: _____

Title: _____

Date: _____

[CUSTOMER SECTION]

I, _____ (print name of Customer), hereby attest I have received the information provided in this document prior to signing a contract with the developer.

Signature: _____

Name Printed: _____

Date: _____



Electric Sample Form No. 79-1095

Sheet 1

Authorization to Receive Customer Information or Act Upon a Customer's Behalf

**Please Refer to Attached
Sample Form**

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

THIS IS A LEGALLY BINDING CONTRACT . PLEASE READ CAREFULLY
(Please Print or Type)

I, _____
NAME TITLE (IF APPLICABLE)

of _____ (Customer) have the following mailing address
NAME OF CUSTOMER OF RECORD

_____, and do hereby appoint
MAILING ADDRESS CITY STATE ZIP

_____ of _____
NAME OF THIRD PARTY MAILING ADDRESS
CITY STATE ZIP

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

1. _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
2. _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
3. _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility¹.
- 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
 - a. Verification of rate, date of rate change, and related information;
 - b. Contracts and Service Agreements;
 - c. Previous or proposed issuance of adjustments/credits; or
 - d. Other previously issued or unresolved/disputed billing adjustments.
- 3. Request investigation of my utility bill(s).
- 4. Request special metering, and the right to access interval usage and other metering data on my account(s).
- 5. Request rate analysis.
- 6. Request rate changes.
- 7. Request and receive verification of balances on my account(s) and discontinuance notices.

¹ The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.



AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS² (initial one box only):

² If no time period is specified, authorization will be limited to a one-time authorization

One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).

One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.

Authorization is given for the period commencing with the date of execution until _____ (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

- Hard copy via US Mail (if applicable).
- Facsimile at this telephone number: _____
- Electronic format via electronic mail (if applicable) to this e-mail address: _____

I (Customer), _____ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. I understand that 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. **[This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]**

AUTHORIZED CUSTOMER SIGNATURE

TELEPHONE NUMBER

Executed this _____ day of _____
MONTH YEAR

at _____
CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

AGENT SIGNATURE

TELEPHONE NUMBER

COMPANY

Executed this _____ day of _____
MONTH YEAR



Self Generation Incentive Program

Reservation Request Form

Pacific Gas and Electric
selfgen@pge.com

Application ID:

Date Printed: 08/19/2020

Program Year: 2020

NOTE: Your application is not submitted until you upload this form and all other required documentation and click on "Submit" via the online system.

Instructions: This Self-Generation Incentive Program (SGIP) Reservation Request Form is reflective of the information entered in the online form process. Please review thoroughly for accuracy of information before signing. Once the form has been signed by all parties, scan and upload this document under the Reservation Request header in the Documents section of the online application. Incomplete applications will result in a suspended application. Upon successful submission of all reservation request information and documents, the Applicant will receive notice from the SGIP Program Administrator that their rebate request has been received.

Application Type

Application Type: Energy Storage

Budget Category: Equity Resiliency

Incentive Step: 5

Incentive Rate: \$1

Host Customer

Contact Name: Annie Secrest

Company Name: County of San Luis Obispo

Parent Company Name: County of San Luis Obispo

NAICS: 221310

Is this a public institution? N/A

Mailing Address: County Government Center
976 Osos Street, Room 206,
Attention: Finance Division
San Luis Obispo, CA, 93408

City, State, Zip:

Phone: 8057882185

Email: asecrest@co.slo.ca.us

Sector: State or Local Government

Sector definition: Agreed

Is Household Low-Income Status?

Is the Host Customer enrolled for the medical baseline program?

Has the Host Customer notified their utility of serious illness or condition that could become life-threatening of electricity is disconnected?

Has the Host Customer received an incentive reservation letter from either the MASH, SASH, DAC-SASH, or SOMAH programs?

Has applicant coordinated with their local governments and the California Office of Emergency Services? No

Does the host customer provide critical services or infrastructure during a PSPS event to a community that is at least partially located in a Tier 2 or Tier 3 HFTD and eligible for the equity budget? Yes

1. 911 call center/Public Safety Answering Point N/A

2. Cooling center designated by state, local, or tribal government N/A

3. Emergency operations center N/A

4. Emergency response provider with the addition of tribal government providers N/A

5. Fire station N/A

6. Food bank N/A

7. Independent living center N/A

8. Jail or prison N/A

9. Homeless shelters supported by federal, state, local, or tribal governments N/A

10. Medical facility (hospital, skilled nursing facility, nursing home, blood bank, health care facility, dialysis center, or hospice facility) N/A

11. Police station N/A

- 12. Public and private gas, electric, water, wastewater or flood control facility Yes
 - 13. Location designated by an IOUs to provide assistance during PSPS events N/A
 - 14. Grocery store, corner store, market or supermarket with average annual gross receipts of \$15 million or less over the last three tax years as calculated at a single location N/A
- Is this public or tribal government agency serving 50% of a low-income or disadvantaged community census tract?

System Owner

Contact Name:	Annie Secrest	Mailing Address:	County Government Center 976 Osos Street, Room 206, Attention: Finance Division
Company Name:	County of San Luis Obispo	City, State, Zip:	San Luis Obispo, CA, 93408
Parent Company Name:		Phone:	8057882185
		Email:	asecrest@co.slo.ca.us

Developer

Contact Name:	Jonathan Gubler	Mailing Address:	3055 Clearview Way
Company Name:	Tesla Inc.	City, State, Zip:	San Mateo, CA, 94402
		Phone:	6509635100
		Email:	commercial.incentives@tesla.com

- 1. Approaching or communicating with the host customer about the project and learning about its needs and energy profile 1. Yes
- 2. Developing the specifications for a system based on the customer's needs and interests 2. Yes
- 3. Soliciting bids from multiple manufacturers for the specified system 3. Yes
- 4. Gaining the customer's commitment to purchase or lease the specified system, usually but not necessarily by signing a purchase order with a customer or other form of agreement 4. Yes
- 5. Purchasing the specified system from the manufacturer to fulfill the obligation to provide a system to the customer 5. Yes
- 6. Securing permits for the system on behalf of the customer 6. Yes
- 7. Securing interconnection permission for the system on behalf of the customer 7. Yes
- 8. Submitting SGIP applications on behalf of the customer 8. Yes
- 9. Liaising with the SGIP administrators on incentive reservations 9. Yes
- 10. Liaising with the SGIP administrators on data reporting requirements 10. Yes
- 11. Supplying project data to SGIP evaluators 11. Yes
- 12. Physically constructing the system at the customer's premises 12. Yes
- 13. Installing the system at the customer's premises 13. Yes

Who is performing the other activities?

Applicant

Contact Name:	Mike Snyder	Mailing Address:	6611 S. Las Vegas Blvd #200 Suite 200
Company Name:	Tesla Inc.	City, State, Zip:	Las Vegas, NV, 89119
Parent Company Name:	Tesla Inc	Phone:	7026806762
		Email:	Commercial.incentives@tesla.com

Contractor/Installer Contact

Contact Name:	Mike Snyder	Mailing Address:	6611 S. Las Vegas Blvd #200
Company Name:	Tesla Inc	City, State, Zip:	Las Vegas, NV, 89119
Contractor License Number (CSLB):	888104	Email:	Commercial.incentives@tesla.com
Contractor License Type:		Phone:	7026806762

Project Site Information

Site Address: 10707 Nacimiento Lake Dr

City, State, Zip: Bradley, CA, 93446

Project site within the SCE-defined local reliability area? N/A

Disadvantaged Community or Low-Income Community according to the CalEnviroScreen? Low-Income Community

Is the site located in a high fire threat district (HFTD)? Tier 2

Has experienced at least two discrete PSPS events? Not Applicable

Household relies on electric pump wells for their water supplies? Not Applicable

Participating San Joaquin Valley Pilot area?

Agrees to location Eligibility: Yes

Utility Information

Electric Utility: Pacific Gas and Electric **Peak Annual Demand (kW):** 986

Is the Host on an SGIP-Approved Rate? Other Non-Approved Rate **Other Rate:** Non-residential

Electric Utility is Municipal? N/A **Demand Response Participant?** N/A

Account Name: County of San Luis Obispo **Demand Response Program Name:**

Is Existing Service? Yes **Demand Response Obligation (kW):**

Utility Account ID: 4906745991 **System Size Based on Load Growth?** No

Utility Meter ID: 1010078615 **Estimated Future Additional Demand (kW):**

Gas Utility: **System Size Based on Load Growth?** No

Gas Utility is Municipal? N/A **Estimated Future Additional Demand (kW):**

Account Name:

Is Existing Service? N/A

Utility Account ID:

Utility Meter ID:

Proposed System Information

Equipment Technology: Electrochemical Storage **Total Rated Capacity (kW):** 986

System Manufacturer: Tesla Inc. **Total Energy Storage Capacity (kWh):** 3944

System Model: Powerpack 1490025-XX-Y System (4-hr) **Discharge Hours Duration:** 4

Other self-generation or storage equipment onsite?

Charged at least 75% from renewables? No

Other Onsite System Information

SGIP Incentivized System(s) Onsite:

Technology	Make/Model	Project Code	Installed	Energy Storage Capacity (kWh)	Total Rated Capacity (kW)
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Non-Incentivized System(s) Onsite:

Technology	Make/Model	Year Installed	Energy Storage Capacity (kWh)	Total Rated Capacity (kW)
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Previous SGIP Generator Capacity (kW): 0

Previous SGIP Storage Capacity (kWh): 0

Project Finance

Total Eligible Project Cost (TEPC): \$2,997,505.00 **Taking Federal Investment Tax Credits (ITC):** No

Ineligible Project Cost:

ITC as a % of TEPC: %

Approved California Manufacturer Equipment: No

Other Incentives Received	Incentive Type	Incentive Amount	Description
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Incentive Results

Incentive Calculation Equity Reference Table	Current Step 5			Incentive Rate: \$1.00
	0-2 MWH	>2-4 MWH	>4-6 MWH	
0-2 HOURS	100%	50%	25%	
2-4 HOURS	100%	50%	25%	
4-6 HOURS	50%	25%	12.50%	
Existing Onsite Equipment Offset				
	0-2 MWH	>2-4 MWH	>4-6 MWH	
0-2 HOURS	1,972,000	-	-	
2-4 HOURS	28,000	1,944,000	-	
4-6 HOURS	-	-	-	
Base Equipment Incentive				\$2,972,000.00
CA Manufacturer Adder				
Max Equipment Incentive				a) \$2,972,000.00
Other Incentives		Total Dollars		Impact on SGIP Incentive
Other IOU Incentive	0			b) \$0.00
Other Non-IOU Incentive	0			c) \$0.00
Non-Ratepayer Incentive	0			
Investment Tax Credit (0%)	0			
Adjusted Equipment Incentive				a+b+c = d) \$2,972,000.00
Total Other Incentives	e) 0			
SGIP Incentive Adjustments		Equipment Incentive	Total Other Incentives <=	Incentive Cap(s)
Project Incentive Cap (Equipment)	f) \$2,972,000.00	+		\$5,000,000.00
Eligible Cost Cap (All Incentives)	f+g=h) \$2,972,000.00		0	\$2,997,505.00
Equipment Incentive				***j) \$2,972,000.00
Calculated SGIP Incentive				\$2,972,000.00

* g = 0 if f <= \$5M, otherwise g = \$5M - f

** i = 0 if h + e <= Total Eligible Cost, otherwise i = Total Eligible cost - (h + e)

*** j = h + i

The incentive adjustments shown above are based on the Total Eligible Project Cost, the Maximum Incentive Cap, and the Minimum Customer Investment. See the SGIP Handbook for more information on incentive limitations.

Calculated Incentive: **\$2,972,000.00**

If changes have been made to your project since it was originally submitted, the calculated incentive amount above may differ from the requested incentive amount. The final incentive amount is subject to Program Administrator approval.

Projected PBI Calculation

Expected Total Production:	410,176 kWh
Total Incentive:	\$2,972,000.00
Initial Payment:	\$1,486,000.00
Performance Based Incentive:	\$1,486,000.00
PBI Rate (\$/kWh):	\$0.7245670

Residential Energy Storage Eligibility Affidavit
Requirements of Host Customers and System Owners

- o The energy storage system owner and/or Host Customer have the tools to control the usage of the energy storage system when operating in parallel with the grid.
- o Provide performance data to the Program upon request (emailed, zipped file of 15 minute interval data) for a period of five (5) years.
- o Pass the energy storage Field Verification Inspection.
- o Host Customer and/or System Owner are required to discharge the energy storage system a minimum of 52 full discharges per year. A "full discharge" is the equivalent of discharging the SGIP-incentivized energy capacity, whether it is during a single or multiple discharges.
- o Fulfill either of the two following conditions:
 - o Option A: the Host Customer is on a TOU tariff, dynamic tariff (e.g. PG&E's SmartRate or SDG&E's Reduce Your Use), or agrees to integrate load through the California Independent System Operator's Proxy Demand Response, or equivalent tariff, prior to receiving the SGIP incentive and for five (5) years thereafter. Note that in the event that the Host Customer changes to a non-TOU tariff or is no longer enrolled in a demand reduction program, the energy storage System Owner is required to notify the Program Administrator within 30 days of change, and will be subject to Option B for the required five year period.
 - o Option B: the Host Customer and/or System Owner agrees, for a minimum period of five (5) years, to discharge the energy storage system in an amount equivalent to 52 complete cycles per year of the incentivized energy capacity, which is defined as two hours of discharge at the SGIP incentivized power capacity rating, with discharges occurring during peak hours or peak day events (such as those called by PG&E's SmartRate program or SDG&E's Reduce Your Use), of the applicable IOU service territory.

Declarations by Host Customer and System Owner

By Execution of this document, System Owner and Host Customer each certify that the Project meets all program eligibility requirements and that the System Owner and Host Customer agree to abide by the rules and requirements set forth in the SGIP Handbook and SGIP Contract. The undersigned declare under penalty of perjury under the laws of the State of California that 1) The information provided is true and correct, and 2) the above-described generating system is new and intended to offset part or all of the Host Customer's electrical requirements at the site of installation. For residential energy storage projects, the Host Customer and System Owner certify that they have read and agreed to the terms of the Residential Energy Storage Eligibility Affidavit.

The Host Customer and System Owner are committed to completing this project, and by signing below, are starting their intent to contract with individual(s) necessary for completion of the project. The Host Customer is the reservation holder and reserves the right to submit new project specifications, including a new application with alternative System Owner and/or Applicant designations, upon withdrawal from the project and cancellation of this Agreement.

Host Customer Signature

Print Name: Annie Secrest

Signature:

Title:

Date:

System Owner (if not Host Customer)

Print Name:


Signature:

Title:

Date:

Applicant (if not Host Customer)

Print Name: Mike Snyder

Signature: 

Title: Director of Engineering

Date: 8/19/2020

Developer

Print Name: Jonathan Gubler

Signature: 

Title: Supervisor,
Interconnection
and Incentives

Date: 8/19/2020

TESLA COMMERCIAL ENERGY

We take a long-term approach to ensure your energy storage system provides maximum performance, simplified integration and all-weather capabilities. You have peace of mind knowing that Tesla has successfully deployed 2.5 million kilowatts of solar and 2 million kilowatt hours of energy storage around the world.



Atascadero Pump Station
9050 Rocky Canyon Road, Atascadero, CA 93422, US

ENERGY STORAGE SYSTEM RATINGS



Battery Output Rating	986 kW
Battery Size (17 Packs)	3,944 kWh
Battery Value	\$2,205,914
Total Project Cost	\$0
Fully Charged Duration	14.3 hours
Average Duration	7.15 hours



EMERGENCY BACKUP

Powers a facility when the grid goes down



PEAK SHAVING

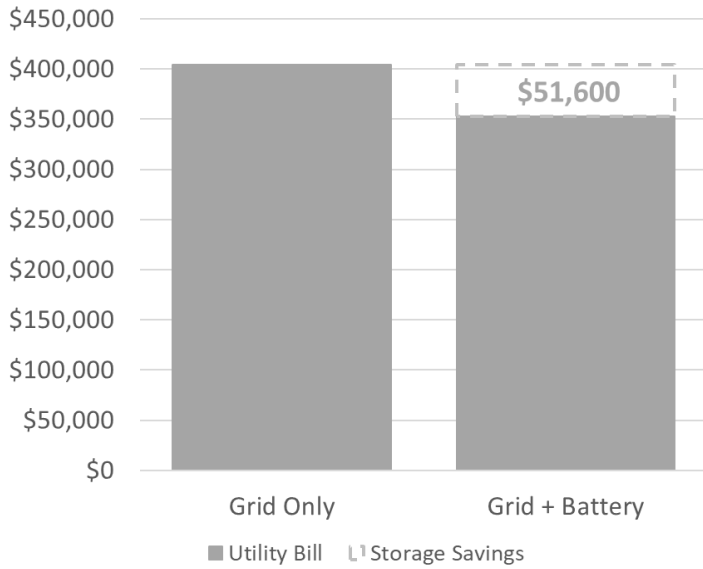
Discharge at times of peak demand to reduce expensive demand charges

PROPOSED SAVINGS PROJECTIONS

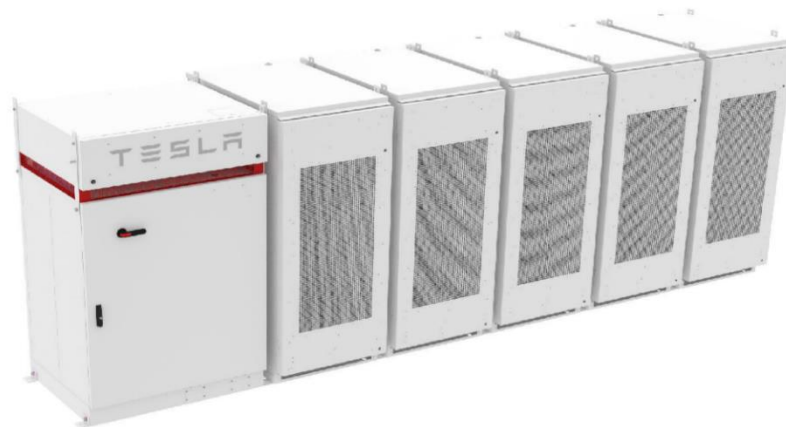
Battery Energy Storage System Savings

Estimated Annual Electricity Savings

Estimated Long Term Electricity Savings



10 Year Value	\$552,009
20 Year Value	\$1,192,007



Additional Information

- Specific site/project specifics will need to be confirmed as part of the Site Survey & Permitting Process
- We recommend that you change to PG&E tariff B-19 Opt S to increase your savings with storage

POTENTIAL POWERPACK LOCATION



Standard Non-Disclosure Agreement

Effective Date: _____

Tesla Contact: _____

This Standard Non-Disclosure Agreement (“NDA”) is entered as of the Effective Date between the Tesla entity (“Tesla”) and the company or individual (“Company”) identified below. Tesla and each Company agree as follows:

1. Purpose. Tesla may disclose Confidential Information to Company in order to consider a potential business relationship with each other or fulfill the objectives of such relationship (“Purpose”). “Confidential Information” means information disclosed by Tesla or its Affiliate to Company or its Affiliate that is marked as confidential or proprietary, identified as confidential or proprietary (e.g. if disclosed orally or visually), or disclosed under circumstances by which Company should reasonably understand that such information is deemed by Tesla to be confidential or proprietary. All Confidential Information and derivations thereof remain Tesla’s sole property, and no license or other right to Confidential Information or any intellectual property is granted or implied by this NDA or any disclosure. Tesla is not required to disclose any information hereunder. All Confidential Information is provided on an “AS IS” basis. Tesla disclaims any and all representations, warranties, or assurances concerning the Confidential Information, including as to accuracy, performance, completeness, suitability, or third-party rights.
2. Confidentiality. Subject to Section 3, Company and its Affiliates may not: (a) use Confidential Information for any reason except the Purpose; or (b) disclose Confidential Information to any individual or third party except to its personnel, directors, consultants, professional advisors, and Affiliates, or (to the extent expressly approved in writing by Tesla) other unaffiliated third parties, in each case that (i) have a “need to know” such Confidential Information for the Purpose and (ii) are bound to confidentiality obligations that protect Confidential Information to at least the same extent as the terms of this NDA (collectively, “Authorized Recipients”); or (c) make any public disclosures relating to the existence of this NDA or the Purpose without Tesla’s prior written consent; or (d) identify, or attempt to identify, any data subject (e.g. one or more individuals, vehicles, products, or entities) through any de-identified or anonymous data disclosed by Tesla. Company shall implement and maintain appropriate organizational, technical, and administrative security measures, exercising the same degree of care to protect Confidential Information that it uses for its own confidential information of a similar nature, but in no event less than reasonable care. Promptly after learning of any unauthorized use or disclosure of, and/or unauthorized attempts to access or modify, any Confidential Information in Company’s (or its Authorized Recipients’) custody or control, Company shall notify Tesla in writing and cooperate with Tesla to investigate and mitigate any adverse effects. Company shall be responsible for any unauthorized use or disclosure of Confidential Information by any of its Authorized Recipients.
3. Exceptions. The obligations of Section 2 will not apply to information that: (a) is already known to Company at the time of disclosure without obligation of confidentiality, (b) is or becomes publicly known through no wrongful act or omission of Company, (c) is rightfully received by Company from a third party without obligation of confidentiality, (d) is approved for release by Tesla’s written authorization, or (e) was developed by Company independently and without the use or benefit of any Confidential Information. A disclosure that Company is required to make pursuant to any order or requirement of a court, administrative agency, other governmental agency, or stock exchange will not be deemed a breach of Section 2 of this NDA, provided that Company has to the extent permitted by law: (x) promptly notified Tesla in writing of such order or requirement, (y) given Tesla an opportunity to challenge or limit the disclosure requirement or seek an appropriate protective order, and (z) cooperated with Tesla to narrow the scope of such disclosure to only that portion of the Confidential Information that is necessary to fulfill the order or requirement. A disclosure which complies with a U.S. Federal Acquisition Regulation permitting disclosures to the government concerning government contracts will not be deemed a breach of this NDA. Each party is hereby given notice of the immunity set forth in 18 USC § 1833(b).
4. Affiliate. “Affiliate” means an entity which either controls or is controlled by a party or is under common control with a party, where “control” means the power to direct or cause the direction of an entity’s management and policies through ownership or control of at least 50% of its voting securities or ownership interest.
5. Termination. This NDA is effective as of the Effective Date and will expire 3 years thereafter. Either party may terminate this NDA for any or no reason by giving 60 days’ prior written notice to the other party. Expiration or termination shall not affect a party’s rights or obligations with respect to Confidential Information disclosed before such expiration or termination, and such rights or obligations will continue as long as Company or its Affiliate has custody of or control over Confidential Information. Upon expiration or termination of this NDA or Tesla’s written request, Company shall promptly return to Tesla all Confidential Information or certify in writing that all Confidential Information has been destroyed. Sections 2, 3, and 5–7 will survive for 5 years after the expiration or termination of this NDA.
6. Disputes; Venue. This NDA is governed by the laws of the county, state, and country specified below Tesla’s signature, in each case without regard to conflict of laws principles. Company will be jointly and severally responsible for the acts and omissions of its Affiliates and each Authorized Recipient. The rights of and damages incurred by a Tesla Affiliate will be deemed to be rights of and damages incurred by Tesla. The Parties shall discuss in good faith a resolution to any conflict or dispute under this NDA. The exclusive venue for any judicial action arising out of or relating to this NDA will be the state, federal, or regional courts for the location specified below Tesla’s signature. The parties, for themselves and their respective

Standard Non-Disclosure Agreement

Affiliates and Authorized Recipients, hereby waive any challenge to venue and jurisdiction in such courts. If Tesla substantially prevails in any action to enforce this NDA, it will be entitled to recover its costs of enforcement from Company and its Affiliates, including reasonable attorneys' fees. Company acknowledges that breach of this NDA would cause Tesla irreparable harm for which monetary damages would not provide an adequate remedy and Tesla will, in addition to any other available remedies, be entitled to temporary and permanent injunctive relief with respect to such breach without proof of actual damages or the posting of bond or other security.

7. **Miscellaneous.** This NDA constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, representations, and understandings, between the parties regarding its subject matter. If any provision hereof is held by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this NDA shall remain in full force and effect. This NDA is written in the English language, and the English version shall prevail over any translation thereof. A waiver of any right hereunder does not imply waiver of any other rights. No waiver, alteration, modification, or amendment of this NDA shall be effective unless in writing and signed by both parties. This NDA may be signed in duplicate originals or in separate counterparts, each of which is effective as if the parties signed a single original, and a facsimile of an original signature or electronically signed version transmitted to the other party is effective as if the original was sent to the other party. Any notice required or permitted by this NDA shall be made in writing and be deemed delivered upon verification of delivery to the other party. Company may not assign, transfer, or otherwise convey or delegate any of its rights or duties under this NDA (except to the successor in a merger, acquisition, or corporate reorganization of Company) without Tesla's prior written consent, and any attempt to do so shall be void.

Tesla and each Company execute this Standard Non-Disclosure Agreement through their duly authorized representatives.

Tesla: Tesla, Inc. _____
Signed: _____
Printed: _____
Title: _____
Date: _____
Contact Information: Legal Department PO Box 15430, Fremont CA 94539, USA Phone : +1-650-681-5000 Governing Law: <u>California</u> Venue: <u>Santa Clara County, California</u>

Company: _____
Signed: _____
Printed: _____
Title: _____
Date: _____
Contact Information: Name/Dept.: _____ Address: _____ Phone: _____



**Tesla Energy Products Purchase Agreement
California Self-Generation Incentive Program (SGIP)**

This “Agreement” is between Tesla, Inc. (“Tesla”), and the entity represented by you, as the signatory to this Agreement (“Buyer”). The Agreement consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail).

As described in Section 2 below, as a condition of the pricing in this Agreement, Buyer must also sign a ten (10) year “Services Agreement,” contemporaneously with this Agreement.

Price Sheet

Buyer information

Buyer Name:
Street Address:
Signatory Name:
Signatory Phone Number:

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304
888-765-2489
CA CSLB 949283

Energy Products and Contract Price

Energy Storage System kW / kWh Powerpack System

Product Value:

SGIP Eligible Costs

SGIP Incentive

**Contract Price (after SGIP
Incentive and discounts):**

Job No.:

Approximate Completion Date

60-180 days from the date of this Agreement

Signed by

Buyer:

Tesla, Inc.:

Your signature:

By: 

Title:

Title: Sr. Director, Commercial
Energy Sales North America

Date:

Date:



Buyer:

Your signature:

Title:

Date:

Buyer:

Your signature:

Title:

Date:



Energy Products Purchase Agreement Terms & Conditions

1. **Authorization; Representations.** By your acceptance of this Agreement (by electronic acceptance or signature), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided (or will provide) to Tesla is true and accurate and fairly represents Buyer's financial position as at the date it was provided. Tesla may terminate this Agreement if any of the representations in this Section 1 are incorrect.

2. **Purchase; SGIP Program.**

(a) Buyer agrees to purchase the "Products" indicated in the Price Sheet. Tesla agrees to sell Buyer the Products and install them at the address you provided in the Price Sheet (the "Site"). Notwithstanding the above, prior to installing the Products, Tesla may review Buyer's credit, and Tesla shall have the right to terminate this Agreement in its sole discretion based upon the outcome of such credit review.

(b) The Products will be financed by the California Self-Generation Incentive Program ("**SGIP**"), which provides an incentive payment to be paid over five (5) years, subject to certain conditions (the "**SGIP Incentive**"). The SGIP Incentive when assigned to Tesla as the SGIP payee permits Tesla to offer the Products at a reduced cost, or no cost to Buyer. Buyer hereby assigns the SGIP Incentive to Tesla, and releases any claim to the SGIP Incentive. Buyer agrees to cooperate with Tesla's efforts to obtain the SGIP Incentive, including signing necessary documents.

(c) As a condition of receiving pricing based upon the SGIP Incentive, Buyer agrees to notify Tesla and the SGIP program administrator, not less than ninety (90) days in advance, if Buyer intends to sell or relocate the Products within ten (10) years after the date they are installed. This obligation will survive the termination or expiration of this Agreement. Contact information for the SGIP program administrator can be found at <https://www.selfgenca.com/home/contact/>. Notification to Tesla should be directed to CommercialAccounts@Tesla.com.

(d) In order to enable the SGIP Incentive, Buyer is required to sign the "**Services Agreement**" contemporaneously with this Agreement. As more fully detailed therein, the Services Agreement provides for Tesla to maintain the Products for ten (10) years, and also provides that Tesla will remotely operate the Products in a manner necessary to obtain the SGIP Incentive.

3. **Contract Price.** The Price Sheet shows the price of the Products and their installation after the SGIP Incentive ("Contract Price"), and the value of the Products ("Product Value"). The Contract Price is charged in accordance with the Schedule of Payments on the Price Sheet, and payment is due thirty (30) days after the date of each invoice. Subject to Section 4, the Contract Price is inclusive of all taxes and permitting fees. The Contract Price does not include, and Tesla is not obligated to provide, any ongoing services in connection with the Products (including maintenance services), except as required in connection with Tesla's limited warranties in Section 12, and as separately agreed under the Services Agreement.

4. **Changes to Price Sheet.**

(a) Tesla's obligation to install the Products is conditioned on such work falling within Tesla's "Standard Scope", which assumes standard wage rates, no unforeseen site conditions, no significant upgrades to existing electrical works, interconnection fees not to exceed \$1,000, and customary government costs, taxes and fees. Further information about what constitutes Tesla's Standard Scope is available upon request.

(b) Tesla has the right to update the Price Sheet if, upon further diligence regarding the Site, Tesla determines that there are conditions outside of the Standard Scope. If Buyer does not reject the updated Price Sheet within thirty (30) days and cancel this Agreement, the changes will be deemed accepted.

(c) In addition, Tesla may in its sole discretion determine that because of issues beyond the Standard Scope, or because of the unavailability of the SGIP Incentive, Tesla will not install the Products. In such case, Tesla may terminate this Agreement by notice to Buyer, and if applicable shall refund the Order Payment.

5. **Installation; Service.** Tesla will contact Buyer to perform an energy efficiency audit of the Site as required by the SGIP program, and subsequently, to schedule installation of the Products. Installation will be performed by Tesla or an affiliate or subcontractor, at Tesla's election. Tesla will commission the System in accordance with its standard practices. Buyer authorizes Tesla, or its affiliate or subcontractor, to submit on Buyer's behalf any permit or interconnection application



that is required in connection with the Products. Buyer also agrees to give Tesla, or its affiliate or subcontractor, access to the Site as scheduled so Tesla can install and service the Products. Buyer is responsible for all existing property conditions at the Site, whether known or unknown.

6. **Payment.** By entering into this Agreement, Buyer agrees to pay the Contract Price as described in the Price Sheet. Tesla may provide combined or separate invoices for each of the Products. Risk of loss shall transfer with respect to each component of the Products, upon its delivery to the Site. Title to the Products will transfer to Buyer after Tesla (i) completes installation and (ii) receives payment in full of the Contract Price (if any).

7. **Order Payment.** The Order Payment (if any) that Buyer previously paid for the Products is now non-refundable, except in the circumstances described in Section 4(c). When this Agreement becomes effective, Tesla incurs significant costs preparing to install the Products. The Order Payment is a reasonable estimate of the damages Tesla would incur if Buyer cancels its order before the Products are installed.

8. **Privacy.** The [Tesla Customer Privacy Policy](#) is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting Tesla at 1-888-765-2489.

9. **Intellectual Property.** Tesla owns all intellectual property rights associated with the Products. Tesla grants Buyer a non-exclusive license to use any software embedded into the Products, only in connection with the operation of the Products.

10. **Remote Monitoring and Firmware Upgrades.**

(a) Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. This monitoring requires a high speed internet line, which Buyer must provide at Buyer's cost. If Buyer does not maintain this internet connection, Tesla cannot monitor the Products. Tesla is not responsible for any issues arising from Buyer's failure to provide an internet connection, or a failure of monitoring arising from the same.

(b) "Buyer Data" consists of the data related to the Products which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla. Buyer Data shall be owned by Buyer. Tesla may use Buyer Data (i) to perform its obligations under this Agreement including any warranties, (ii) to improve Tesla's products and services generally (including by performing analyses on such information), and (iii) to aggregate with other data. Public disclosure of such information by Tesla is permitted if neither Buyer nor the owner or long-term occupant of the site where the Products are located (the "Site Host") could reasonably be identified from the publicly disclosed information.

(c) Any information obtained by Tesla through remote monitoring of the Products that is not Buyer Data shall be owned by Tesla ("Tesla Data"), shall be confidential information of Tesla, and shall not be required to be made available by Tesla to any person.

(d) Notwithstanding anything herein to the contrary, Tesla may disclose either Buyer Data or Tesla Data as requested or required by an applicable administrator of the SGIP program ("SGIP Administrator"), and Tesla shall not be responsible for the SGIP Administrator's use or disclosure of such data.

11. **Maintenance & Operation.** Tesla will provide Buyer with an initial copy of an applicable storage system operation and maintenance guide (as updated by Tesla from time to time, the "Manuals"). The Manuals provide Buyer with operation and maintenance instructions, answers to frequently asked questions, and service information. Buyer must cause the Products to be maintained in accordance with the Manuals (including by contracting with Tesla for maintenance services). In addition, Buyer must comply with the Manuals, to the extent the Manuals apply to Buyer's activities at the Site.

12. **Limited Warranties.** The Products and installation work are covered by the following limited warranties. **THESE ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND INSTALLATION WORK. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described below.**

Storage System	The Storage System is covered by the Tesla Limited Warranty applicable to the product and model purchased. By approving this Agreement, Buyer accepts the terms of the Tesla Limited Warranty for the applicable product, which can be obtained on our website or will be provided upon request.
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	In order to maintain the Tesla Limited Warranty, maintenance on the Storage System must be performed by Tesla, a Tesla affiliate or subcontractor, or a Tesla-certified maintenance provider.
Workmanship	Tesla warrants that (a) Tesla's installation workmanship will be free from defects for 10 years from the date the Products are installed (or, in the case of main panel or structural upgrades, 1 year from the date those upgrades were performed); (b) Tesla's installation workmanship will not invalidate the applicable Tesla Limited Warranty; and (c) Tesla will not damage the Site during our installation of the Products. If Tesla breaches this workmanship warranty, Tesla will repair the defective work or damage at Tesla's cost. If Tesla cannot do this itself, Tesla will pay for someone else to do it. Such repair work shall not extend the original warranty period, but the remainder of the original warranty period shall apply to the repair work.

13. **Warranty Exclusions.** The "Workmanship" warranty above does not cover any defect caused by (1) events beyond Tesla's reasonable control, including but not limited to lightning, flood, earthquake, fire, excessive wind and other extreme weather events, accidents, abuse, misuse or negligence; (2) Buyer's failure to operate or maintain the Products in accordance with the applicable owner's manual(s); (3) strikes by balls or other objects, dirt, dust, bird excrement, animals, insects, foliage or algae growth; (4) water entering around a fitting, accessory or other material not installed by Tesla; (5) any material or equipment connected to the Products that was not installed by Tesla; or (6) someone other than Tesla installing, altering, removing, re-installing or repairing any part of the Products unless that person does so in compliance with the applicable owner's manual(s). The "Workmanship" warranty also does not cover (i) any defects in the equipment or components incorporated into Tesla's work (such as breakers, electrical panels, soft-start devices for HVAC equipment, etc.); (ii) pre-existing conditions at the Site, including but not limited to unpermitted conditions, improper electrical wiring, cracked or crumbling masonry; (iii) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of the Products; or (iv) theft or vandalism. The warranty for the "Storage System" above is not subject to the above exclusions, but is subject to other exclusions which are described in the warranty document.

14. **IP Indemnity.**

(a) As used in this Section 14, "Representatives" means Buyer and Buyer's affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns; "Losses" means damages and liabilities, including reasonable attorneys' fees; and "Claim" means a claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party.

(b) Tesla shall indemnify, defend and hold harmless Buyer and its Representatives from any Losses arising out of any Claim alleging that the Products infringe the intellectual property rights of a third party. However, Tesla shall have no obligation to indemnify Buyer or any of its Representatives to the extent the Claim arises out of: (a) use of the Products in combination with any other products, materials or equipment not expressly authorized by Tesla; or (b) any modifications or changes made to the Products other than by Tesla. If a Claim for infringement or alleged infringement of any intellectual property rights is made, Tesla may, at its own expense, (i) modify any or all of the intellectual property rights so as to avoid the infringement or the alleged infringement; or (ii) take such other action as Tesla deems reasonable to avoid or settle such Claim.

15. **Limitation of Liability.** Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement. To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to one another under this Agreement is limited to the Product Value. This Section 15 applies, without limitation, to any liability arising out of any Site survey performed by Tesla or its affiliate or subcontractor in connection with this Agreement. This Section 15 does not apply to Buyer or Tesla's obligation to indemnify the other for third-party claims, as required under Section 14 or otherwise under applicable law.

16. **Term; Breach; Remedies.**

(a) This Agreement will continue in effect until Tesla has completed installation of the Products and received payment in full of the Contract Price, unless earlier terminated as permitted in Section 4 or this Section 16.

(b) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue



any remedy it has under this Agreement or at law, including in Tesla's case, repossession of the Products (if title has not yet transferred) and collection of all amounts due (including those past due, which will be charged 2% interest per annum).

(c) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration until fully performed.

17. **Governing Law; Integration.** This Agreement is governed by the laws of the State of California. The information at the links described above is part of this Agreement. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

18. **Assignment.** Tesla may, without need for Buyer's consent, assign, mortgage, pledge or otherwise directly or indirectly assign this Agreement and/or its interests in this Agreement (a) as collateral in connection with its financing activities; and (B) to any third party (including any affiliate of Tesla) or any person succeeding to all or substantially all of the assets of Tesla; provided, that, in the case of assignments to a third party under clause (b), Tesla is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Tesla's obligations hereunder by binding written instrument. .

19. **Insurance.** Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer's request, furnish to Buyer a certificate evidencing such coverage:

(a) **Commercial General Liability Insurance (CGL).** Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) **Workers' Compensation Insurance.** Tesla carries workers' compensation insurance for all employees in compliance with law.

20. **Further Assurances.** Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

21. **Arbitration.** Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.



**Energy Products Operation and Maintenance Agreement
California Self-Generation Incentive Program (SGIP)**

This “Agreement” is between Tesla, Inc. (“Tesla”), and the entity represented by you, as the signatory to this Agreement (“Buyer”). The Agreement consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail) (the “Effective Date”).

This Agreement accompanies a Tesla Energy Products Purchase Agreement (“Purchase Agreement”), which includes a reduced price as a result of Tesla obtaining the SGIP incentive with respect to the Products (as indicated in the Price Sheet, the “SGIP Incentive”).

Price Sheet

Buyer information

Buyer Name:

Street Address:

Signatory Name:

Signatory Phone Number:

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304
888-765-2489
CA CSLB 949283

Products

Products installed under Energy Products Purchase Agreement dated [DATE]:
Products Value:
SGIP Eligible Costs:
SGIP Incentive:
Job No.:

Powerpack:

Services Price

Annual price for Services: **\$0**
Extra Services **Time-and-Materials Rate to be agreed by Buyer**

Payment Terms

Deadline for Payments: **30 days after date of invoice**



Signed by

Buyer:
Your signature:


Title:
Date:

Buyer:
Your signature:

Title:
Date:

Buyer:
Your signature:

Title:
Date:

Tesla, Inc.:
By: 

Title: Sr. Director, Commercial
Energy Sales North America
Date:



Operation and Maintenance Agreement Terms & Conditions

1. **Authorization; Representations.** By your acceptance of this Agreement (by electronic acceptance, signature, or email), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided (or will provide) to Tesla is true and accurate and fairly represents Buyer's financial position as at the date it was provided. You also represent and agree that the Buyer owns or has sufficient rights to the Products in the Price Sheet, to contract for the Services. Tesla may terminate this Agreement upon notice to Buyer if any of the representations in this Section 1 are incorrect.

2. **Term; SGIP Operation and Grid Services.**

(a) This Agreement will continue in effect for ten (10) years from the date that the Products are fully installed, unless earlier terminated under Section 11 (the "Term"). The Parties agree that as of the Effective Date, the Products are intended to remain owned by Buyer and installed at the Site (as defined in Section 3) throughout the Term.

(b) During the Term, Tesla may monitor and operate (including charging and discharging) the Products, in order to comply with requirements of the SGIP Program, and to generate savings by shifting Buyer's grid electricity consumption from higher-priced times to lower-priced times, in Tesla's reasonable discretion. Buyer acknowledges that Tesla's cycling of the Products will consume some portion of the warranted throughput of the Products; and will use electricity stored in the Products (together, "Cycling Costs"). Tesla expects that Tesla's activities described above will save significantly more than the Cycling Costs, but Tesla makes no guarantee of such savings. Buyer agrees that the provision of the Services herein are in full consideration of the Cycling Costs, and releases Tesla from any claim to recover any Cycling Costs.

(c) Buyer agrees to notify Tesla of any utility tariff changes with respect to the Site, during the Term.

(d) As a condition of receiving pricing based upon the SGIP Incentive, Buyer agrees to notify Tesla and the SGIP program administrator, not less than ninety (90) days in advance, if Buyer intends to sell or relocate the Products within ten (10) years after the date they are installed. This obligation will survive the termination or expiration of this Agreement. Contact information for the SGIP program administrator can be found at <https://www.selfgenca.com/home/contact/>. Notification to Tesla should be directed to CommercialAccounts@Tesla.com.

(e) If Buyer intends to vacate or sell the Site during the Term, Buyer shall ensure that that the buyer of the Site accept assignment of this Agreement, or an agreement substantially similar and reasonably acceptable to Tesla, in order to ensure continued compliance with the SGIP Program.

(f) From time to time, Tesla may identify demand response or similar grid services programs, whereby the Products can help meet demands of the electrical grid, or improve its reliability, by charging or discharging the Products (or agreeing to make the Products available for charging or discharging) (each, a "Grid Services Program"). Tesla will notify Buyer of any proposed Grid Services Program and identify: (i) the anticipated economic benefit for Buyer; (ii) the anticipated impact on the availability of the Products; and (iii) the anticipated Cycling Costs. Buyer may elect to participate or not participate in a Grid Services Program, provided that if Buyer does not provide Tesla with notice of its election within thirty (30) days after Tesla's notice of the Grid Services Program, Tesla may treat the same as an election to participate.

3. **Tesla to Provide Services.** For the Products indicated in the Price Sheet, Buyer agrees to purchase the "Services" in accordance with Appendix 1 (the "Scope of Services") during the Term, to be performed at the site where Tesla installed the Products (the "Site").

4. **Scope of Services.**

(a) Tesla's Scope of Services assumes standard wage rates, no constraints to Tesla's access to the Site, and no unforeseen site conditions. If Tesla encounters challenges accessing the Site, or unforeseen site conditions not caused by Tesla, Tesla may treat the costs it incurs as Extra Services as set forth in Section 4(b).

(b) Any service not included in the Scope of Services shall be an "Extra Service." Extra Services will include, for example repairs arising from abuse by Buyer. Upon request, Tesla may provide Buyer a time-and-materials rate proposal for Extra Services, and upon agreement of Buyer in writing, Tesla may agree to perform the Extra Services. When used in this Agreement, "Services" shall include "Extra Services," when context requires. If Buyer pays a fee to Tesla for Extra Services in connection with an issue that is subsequently determined to be covered by a Tesla Manufacturer's Limited Warranty or other warranty provided by Tesla for the Products, Tesla shall provide a refund to Buyer.



(c) Title and risk of loss to all parts, materials or equipment installed by Tesla during the performance of the Services shall transfer to Buyer when such parts, materials or equipment have been installed and the Products (or the affected part of the Products) have been commissioned or re-commissioned.

5. **Site Access.** Tesla will contact Buyer to schedule the Services. Services will be performed by Tesla or an affiliate or subcontractor, at Tesla's election. Buyer also agrees to give Tesla, or its affiliate or subcontractor access to the Site as scheduled so Tesla can provide the Services.

6. **Extra Services.** Tesla may bill for Extra Services upon their completion. By entering into this Agreement, Buyer agrees to pay any agreed-upon fee for Extra Services, in accordance with the Payment Terms in the Price Sheet.

7. **Privacy.** The [Tesla Customer Privacy Policy](#) is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting Tesla at 888-765-2489.

8. **Remote Monitoring and Firmware Upgrades.**

(a) Tesla's SGIP-related monitoring and cycling described in Section 2 requires a continuous high-speed internet connection, which Buyer agrees to provide at Buyer's cost. Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. If Buyer does not maintain this continuous internet connection the monitoring will not function. Tesla shall not be responsible for any issues arising from Buyer's failure to provide an internet connection, or a failure of monitoring arising from the same.

(b) "Buyer Data" consists of the data related to the Products which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla. Buyer Data shall be owned by Buyer. Tesla may use Buyer Data (i) to perform its obligations under this Agreement including any warranties, (ii) to improve Tesla's products and services generally (including by performing analyses on such information), and (iii) to aggregate with other data. Public disclosure of such information by Tesla is permitted if Buyer could not reasonably be identified from the publicly disclosed information.

(c) Any information obtained by Tesla through remote monitoring of the Products that is not Buyer Data shall be owned by Tesla ("Tesla Data"), shall be confidential information of Tesla, and shall not be required to be made available by Tesla to any person.

9. **Services Warranty.**

(a) Tesla warrants that (i) it shall perform all Services in accordance with Prudent Industry Practices, any applicable Tesla operation and maintenance manuals, and this Agreement, and (ii) any labor performed, and any materials installed, in the performance of the Services shall be free from defects in design and workmanship for 12 months after such labor was performed or such materials were installed (collectively, the "Services Warranty"). "Prudent Industry Practices" means the methods approved by a significant portion of the electrical services industry operating in the state in which the Products are installed that, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable law, reliability, safety, environmental protection, economy and expedition.

(b) Tesla shall remedy any defect or otherwise cure a breach of the Services Warranty, at its own cost and expense, as promptly as reasonably practicable after Buyer notifies Tesla in writing of such breach, in a manner and at such times that reasonably minimizes interruption of the operation of the Products and revenue loss to Buyer. This shall be Tesla's sole and exclusive liability, and Buyer's sole and exclusive remedy, in connection with a breach of the Services Warranty.

(c) EXCEPT AS REQUIRED BY LAW, OR AS PROVIDED FOR IN THIS AGREEMENT, TESLA MAKES NO WARRANTIES OR GUARANTEES WITH RESPECT TO THE SERVICES AND DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY APPLICABLE LAWS, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

10. **Limitation of Liability.** Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement, except to the extent provided in Section 11(b). To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to one another under this Agreement is limited to the Products Value. This Section 10 applies, without limitation, to any liability arising out of any Site survey performed by Tesla or its affiliate or



subcontractor in connection with this Agreement. This Section 10 does not apply to Buyer or Tesla's obligation to indemnify the other party, as may be required under applicable law.

11. Breach; Remedies.

(a) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue any remedy it has under this Agreement or at law. Tesla may also terminate this Agreement if the Products are substantially destroyed other than due to Tesla's fault.

(b) Buyer shall be responsible for, and Tesla shall be entitled to invoice for, any loss of part or all of the SGIP Incentive due to damage to the System caused by Buyer, or Buyer's breach of this Agreement. Breaches that may result in the loss of part or all of the SGIP Incentive may include, without limitation, removing or selling the Products without notifying the SGIP Administrator as required in Section 2(e), not providing Tesla with access to the Products in order to perform maintenance as required in Section 4; or continued failures to provide internet connectivity as required in Section 8.

(c) If this Agreement is terminated by Tesla during the first five (5) years of the Term, then Buyer shall owe Tesla the following amount, as reasonably calculated by Tesla: For each year or portion thereof remaining in the first five (5) years of the Term, Buyer shall pay ten percent (10%) of the SGIP Incentive (the "Termination Payment") (Thus, if the Agreement is terminated for Buyer default three (3) years from the date that the Products are fully installed, Buyer shall owe 20% of the SGIP Incentive). Buyer agrees that the damages in this Section 11 are a reasonable preestimate of Tesla's damage as a result of the early termination of this Agreement. The Termination Payment shall be due and payable thirty (30) days after Tesla's issuance of an invoice therefor.

(d) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration.

12. Governing Law; Integration. This Agreement is governed by the laws of the State of California. The information at the links described above is part of this Agreement. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

13. Assignment. Tesla may, without need for Buyer's consent, assign, mortgage, pledge or otherwise directly or indirectly assign this Agreement and/or its interests in this Agreement (a) as collateral in connection with its financing activities; and (B) to any third party (including any affiliate of Tesla) or any person succeeding to all or substantially all of the assets of Tesla; provided, that, in the case of assignments to a third party under clause (b), Tesla is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Tesla's obligations hereunder by binding written instrument.

14. Insurance. Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer's request, furnish to Buyer a certificate evidencing such coverage:

(a) **Commercial General Liability Insurance (CGL).** Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) **Workers' Compensation Insurance.** Tesla carries workers' compensation insurance for all employees in compliance with law.

15. Further Assurances. Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

16. Arbitration. Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.



Appendix 1

Scope of Services

Tesla will (i) proactively monitor the Products as set forth below, and (ii) respond to inquiries by phone, web and/or email. Tesla may respond, remotely or on-site as deemed necessary by Tesla, to telemetry signals and/or Buyer inquiries. The Services that Tesla will provide are limited to the following:

- Perform preventative maintenance, as Tesla deems consistent with Prudent Industry Practices
- Alert the customer of Product performance and failure issues
- Provide visibility of Product performance through Tesla's Powerhub user interface
- Alert the customer if the Product is not communicating with the internet
- Remove, return, replace and/or fix parts covered by valid manufacturer warranty
- Investigate and replace defective balance of system hardware and/or defective wiring for the duration of the Workmanship Warranty. (After the Workmanship Warranty, the Parties may agree for Tesla to perform this service as Extra Work.)
- Remotely update products software and firmware to improve performance

Excluded services and repairs listed below may be performed as an Extra Service, as set forth in Section 3(b):

- Moving debris from the equipment, or the area around the equipment
- Maintenance of the area around the Products, including vegetation management
- Maintenance to the degree necessitated by vandalism, negligence or misconduct of Buyer or another party not under Tesla's control
- Removal and reinstallation of equipment for reasons not related to warranty failures

SELF-GENERATION INCENTIVE PROGRAM

Proposed System Information Attestation

The following information (Responses to Questions 1 – 5) is required by the Developer of the storage system applying for SGIP's Equity Resiliency Budget or Non-Equity Resiliency Budget with a discharge duration greater than two hours.

- 1) Provide an estimate of how long the project's fully charged battery will provide electricity for the relevant facility average load during an outage.

- 2) Indicate whether the project's critical loads can and will be isolated.

- 3) Provide an estimate of how long the project's fully charged battery will provide electricity to critical uses during an outage.


- 4) Provide an estimate of how long the project can operate in less-than favorable circumstances, such as if an outage occurs when the battery has been discharged or during the winter (if paired with solar).

- 5) Summarize information given to the customer about how the customer may best prepare the storage system to provide backup power, in the case of a Public Safety Power Shutoff (PSPS) event announced in advance (provide an attachment with more information if necessary).

ATTESTATION

[DEVELOPER SECTION]

I, _____ (print name of Developer), hereby attest that each of the statements provided in this document are true and correct.

Signature:  _____

Name Printed: _____

Title: _____

Date: _____

[CUSTOMER SECTION]

I, _____ (print name of Customer), hereby attest I have received the information provided in this document prior to signing a contract with the developer.

Signature: _____

Name Printed: _____

Date: _____



Electric Sample Form No. 79-1095

Sheet 1

Authorization to Receive Customer Information or Act Upon a Customer's Behalf

**Please Refer to Attached
Sample Form**

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

THIS IS A LEGALLY BINDING CONTRACT . PLEASE READ CAREFULLY
(Please Print or Type)

I, _____
NAME TITLE (IF APPLICABLE)

of _____ (Customer) have the following mailing address
NAME OF CUSTOMER OF RECORD

_____, and do hereby appoint
MAILING ADDRESS CITY STATE ZIP

_____ of _____
NAME OF THIRD PARTY MAILING ADDRESS
CITY STATE ZIP

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

1. _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
2. _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
3. _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility¹.
- 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
 - a. Verification of rate, date of rate change, and related information;
 - b. Contracts and Service Agreements;
 - c. Previous or proposed issuance of adjustments/credits; or
 - d. Other previously issued or unresolved/disputed billing adjustments.
- 3. Request investigation of my utility bill(s).
- 4. Request special metering, and the right to access interval usage and other metering data on my account(s).
- 5. Request rate analysis.
- 6. Request rate changes.
- 7. Request and receive verification of balances on my account(s) and discontinuance notices.

¹ The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.



AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS² (initial one box only):

² If no time period is specified, authorization will be limited to a one-time authorization

One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).

One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.

Authorization is given for the period commencing with the date of execution until _____ (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

- Hard copy via US Mail (if applicable).
- Facsimile at this telephone number: _____
- Electronic format via electronic mail (if applicable) to this e-mail address: _____

I (Customer), _____ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. I understand that 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. **[This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]**

AUTHORIZED CUSTOMER SIGNATURE

TELEPHONE NUMBER

Executed this _____ day of _____
MONTH YEAR

at _____
CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

AGENT SIGNATURE

TELEPHONE NUMBER

COMPANY

Executed this _____ day of _____
MONTH YEAR



Self Generation Incentive Program

Reservation Request Form

Pacific Gas and Electric

selfgen@pge.com

Application ID:

Date Printed: 08/11/2020

Program Year: 2020

NOTE: Your application is not submitted until you upload this form and all other required documentation and click on "Submit" via the online system.

Instructions: This Self-Generation Incentive Program (SGIP) Reservation Request Form is reflective of the information entered in the online form process. Please review thoroughly for accuracy of information before signing. Once the form has been signed by all parties, scan and upload this document under the Reservation Request header in the Documents section of the online application. Incomplete applications will result in a suspended application. Upon successful submission of all reservation request information and documents, the Applicant will receive notice from the SGIP Program Administrator that their rebate request has been received.

Application Type

Application Type: Energy Storage

Budget Category: Equity Resiliency

Incentive Step: 5

Incentive Rate: \$1

Host Customer

Contact Name: Debbie Arnold

Company Name: County of San Luis Obispo

Parent Company Name:

NAICS: 926130

Is this a public institution? N/A

Sector: State or Local Government

Sector definition: Agreed

Mailing Address: 976 Osos Street, Room 206

City, State, Zip: San Luis Obispo, CA, 93408

Phone: 805788-2185

Email: asecret@co.slo.ca.us

Is Household Low-Income Status?

Is the Host Customer enrolled for the medical baseline program?

Has the Host Customer notified their utility of serious illness or condition that could become life-threatening if electricity is disconnected?

Has the Host Customer received an incentive reservation letter from either the MASH, SASH, DAC-SASH, or SOMAH programs?

Has applicant coordinated with their local governments and the California Office of Emergency Services? No

Does the host customer provide critical services or infrastructure during a PSPS event to a community that is at least partially located in a Tier 2 or Tier 3 HFTD and eligible for the equity budget? Yes

1. 911 call center/Public Safety Answering Point N/A

2. Cooling center designated by state, local, or tribal government N/A

3. Emergency operations center N/A

4. Emergency response provider with the addition of tribal government providers N/A

5. Fire station N/A

6. Food bank N/A

7. Independent living center N/A

8. Jail or prison N/A

9. Homeless shelters supported by federal, state, local, or tribal governments N/A

10. Medical facility (hospital, skilled nursing facility, nursing home, blood bank, health care facility, dialysis center, or hospice facility) N/A

- 11. Police station N/A
 - 12. Public and private gas, electric, water, wastewater or flood control facility Yes
 - 13. Location designated by an IOUs to provide assistance during PSPS events N/A
 - 14. Grocery store, corner store, market or supermarket with average annual gross receipts of \$15 million or less over the last three tax years as calculated at a single location N/A
- Is this public or tribal government agency serving 50% of a low-income or disadvantaged community census tract?

System Owner

Contact Name: Debbie Arnold **Mailing Address:** 976 Osos Street, Room 206
Company Name: County of San Luis Obispo **City, State, Zip:** San Luis Obispo, CA, 93408
Parent Company Name: **Phone:** 805788-2185
Email: asecrest@co.slo.ca.us

Developer

Contact Name: Jonathan Gubler **Mailing Address:** 3055 Clearview Way
Company Name: Tesla Inc. **City, State, Zip:** San Mateo, CA, 94402
Phone: 6509635100
Email: commercial.incentives@tesla.com

- 1. Approaching or communicating with the host customer about the project and learning about its needs and energy profile 1. Yes
- 2. Developing the specifications for a system based on the customer's needs and interests 2. Yes
- 3. Soliciting bids from multiple manufacturers for the specified system 3. Yes
- 4. Gaining the customer's commitment to purchase or lease the specified system, usually but not necessarily by signing a purchase order with a customer or other form of agreement 4. Yes
- 5. Purchasing the specified system from the manufacturer to fulfill the obligation to provide a system to the customer 5. Yes
- 6. Securing permits for the system on behalf of the customer 6. Yes
- 7. Securing interconnection permission for the system on behalf of the customer 7. Yes
- 8. Submitting SGIP applications on behalf of the customer 8. Yes
- 9. Liaising with the SGIP administrators on incentive reservations 9. Yes
- 10. Liaising with the SGIP administrators on data reporting requirements 10. Yes
- 11. Supplying project data to SGIP evaluators 11. Yes
- 12. Physically constructing the system at the customer's premises 12. Yes
- 13. Installing the system at the customer's premises 13. Yes

Who is performing the other activities?

Applicant

Contact Name: Mike Snyder **Mailing Address:** 6611 S. Las Vegas Blvd.
Company Name: Tesla Inc. Suite 200
Parent Company Name: **City, State, Zip:** Las Vegas, NV, 89119
Phone: 8887652489
Email: commercial.incentives@tesla.com

Contractor/Installer Contact

Contact Name: Mike Snyder **Mailing Address:** 6611 S. Las Vegas Blvd.
Company Name: Tesla Inc. Suite 200
Contractor License Number (CSLB): 888104 **City, State, Zip:** Las Vegas, NV, 89119
Email: commercial.incentives@tesla.com
Contractor License Type: **Phone:** 8887652489

Project Site Information

Site Address: 9050 Rocky Canyon Road,
Atascadero, CA 93422, US

City, State, Zip: Atascadero, CA, 93422

Project site within the SCE-defined local reliability area? N/A

Disadvantaged Community or Low-Income Community according to the CalEnviroScreen? Not Applicable

Is the site located in a high fire threat district (HFTD)? Tier 2

Has experienced at least two discrete PSPS events? Not Applicable

Household relies on electric pump wells for their water supplies? Not Applicable

Participating San Joaquin Valley Pilot area?

Agrees to location Eligibility: Yes

Utility Information

Electric Utility: Pacific Gas and Electric **Peak Annual Demand (kW):** 1,168

Is the Host on an SGIP-Approved Rate? Other SGIP-Approved Rate **Other Rate:** Non-Residential

Electric Utility is Municipal? N/A **Demand Response Participant?** N/A

Account Name: County of San Luis Obispo **Demand Response Program Name:**

Is Existing Service? Yes **Demand Response Obligation (kW):**

Utility Account ID: 2421408252 **System Size Based on Load Growth?** No

Utility Meter ID: 1010002033 **Estimated Future Additional Demand (kW):**

Gas Utility: **Gas Utility is Municipal?** N/A

Account Name: **Is Existing Service?** N/A

Utility Account ID:

Utility Meter ID:

Proposed System Information

Equipment Technology: Electrochemical Storage **Total Rated Capacity (kW):** 1044

System Manufacturer: Tesla, Inc **Total Energy Storage Capacity (kWh):** 4176

System Model: 1490025-XX-Y **Discharge Hours Duration:** 4

Other self-generation or storage equipment onsite?

Charged at least 75% from renewables? No

Other Onsite System Information

SGIP Incentivized System(s) Onsite:

Technology	Make/Model	Project Code	Installed	Energy Storage Capacity (kWh)	Total Rated Capacity (kW)

Non-Incentivized System(s) Onsite:

Technology	Make/Model	Year Installed	Energy Storage Capacity (kWh)	Total Rated Capacity (kW)

Previous SGIP Generator Capacity (kW): 0

Previous SGIP Storage Capacity (kWh): 0

Project Finance

Total Eligible Project Cost (TEPC):	\$3,133,929.00	Taking Federal Investment Tax Credits (ITC):	No
Ineligible Project Cost:		ITC as a % of TEPC:	%
		Approved California Manufacturer Equipment:	No

Other Incentives Received	Incentive Type	Incentive Amount	Description
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Incentive Results

Incentive Calculation Equity	Current Step 5			Incentive Rate: \$1.00
	Reference Table	0-2 MWH	>2-4 MWH	
0-2 HOURS		100%	50%	25%
2-4 HOURS		100%	50%	25%
4-6 HOURS		50%	25%	12.50%
<hr/>				
		0-2 MWH	>2-4 MWH	>4-6 MWH
Existing Onsite Equipment Offset				
0-2 HOURS		2,000,000	88,000	-
2-4 HOURS		-	1,912,000	176,000
4-6 HOURS		-	-	-
Base Equipment Incentive				\$3,044,000.00
CA Manufacturer Adder				
Max Equipment Incentive				a) \$3,044,000.00
Other Incentives		Total Dollars		Impact on SGIP Incentive
Other IOU Incentive		0		b) \$0.00
Other Non-IOU Incentive		0		c) \$0.00
Non-Ratepayer Incentive		0		
Investment Tax Credit (0%)		0		
Adjusted Equipment Incentive				a+b+c = d) \$3,044,000.00
Total Other Incentives	e)	0		
SGIP Incentive Adjustments		Equipment Incentive	Total Other Incentives <=	Incentive Cap(s)
Project Incentive Cap (Equipment)	f)	\$3,044,000.00		\$5,000,000.00
Eligible Cost Cap (All Incentives)	f+g=h)	\$3,044,000.00	0	\$3,133,929.00
Equipment Incentive				***j) \$3,044,000.00
Calculated SGIP Incentive				\$3,044,000.00

* g = 0 if f <= \$5M, otherwise g = \$5M - f
** i = 0 if h + e <= Total Eligible Cost, otherwise i = Total Eligible cost - (h + e)
*** j = h + i

The incentive adjustments shown above are based on the Total Eligible Project Cost, the Maximum Incentive Cap, and the Minimum Customer Investment. See the SGIP Handbook for more information on incentive limitations.

Calculated Incentive: \$3,044,000.00

If changes have been made to your project since it was originally submitted, the calculated incentive amount above may differ from the requested incentive amount. The final incentive amount is subject to Program Administrator approval.

Projected PBI Calculation

Expected Total Production:	434,304 kWh
Total Incentive:	\$3,044,000.00
Initial Payment:	\$1,522,000.00
Performance Based Incentive:	\$1,522,000.00
PBI Rate (\$/kWh):	\$0.7008915

**Residential Energy Storage Eligibility Affidavit
Requirements of Host Customers and System Owners**

- o The energy storage system owner and/or Host Customer have the tools to control the usage of the energy storage system when operating in parallel with the grid.
- o Provide performance data to the Program upon request (emailed, zipped file of 15 minute interval data) for a period of five (5) years.
- o Pass the energy storage Field Verification Inspection.
- o Host Customer and/or System Owner are required to discharge the energy storage system a minimum of 52 full discharges per year. A "full discharge" is the equivalent of discharging the SGIP-incentivized energy capacity, whether it is during a single or multiple discharges.
- o Fulfill either of the two following conditions:
 - o Option A: the Host Customer is on a TOU tariff, dynamic tariff (e.g. PG&E's SmartRate or SDG&E's Reduce Your Use), or agrees to integrate load through the California Independent System Operator's Proxy Demand Response, or equivalent tariff, prior to receiving the SGIP incentive and for five (5) years thereafter. Note that in the event that the Host Customer changes to a non-TOU tariff or is no longer enrolled in a demand reduction program the energy storage System Owner is required to notify the Program Administrator within 30 days of change, and will be subject to Option B for the required five year period.
 - o Option B: the Host Customer and/or System Owner agrees, for a minimum period of five (5) years, to discharge the energy storage system in an amount equivalent to 52 complete cycles per year of the incentivized energy capacity, which is defined as two hours of discharge at the SGIP incentivized power capacity rating, with discharges occurring during peak hours or peak day events (such as those called by PG&E's SmartRate program or SDG&E's Reduce Your Use), of the applicable IOU service territory.

Declarations by Host Customer and System Owner

By Execution of this document, System Owner and Host Customer each certify that the Project meets all program eligibility requirements and that the System Owner and Host Customer agree to abide by the rules and requirements set forth in the SGIP Handbook and SGIP Contract. The undersigned declare under penalty of perjury under the laws of the State of California that 1) The information provided is true and correct, and 2) the above-described generating system is new and intended to offset part or all of the Host Customer's electrical requirements at the site of installation. For residential energy storage projects, the Host Customer and System Owner certify that they have read and agreed to the terms of the Residential Energy Storage Eligibility Affidavit.

The Host Customer and System Owner are committed to completing this project, and by signing below, are starting their intent to contract with individual(s) necessary for completion of the project. The Host Customer is the reservation holder and reserves the right to submit new project specifications, including a new application with alternative System Owner and/or Applicant designations, upon withdrawal from the project and cancellation of this Agreement.

Host Customer Signature

Print Name:

Signature:

Title:

Date:

System Owner (if not Host Customer)

Print Name:


Signature:

Title:

Date:

Applicant (if not Host Customer)

Print Name: Mike Snyder

Signature: 

Title: Director of Engineering, Energy Projects Date: 8/11/20

Developer

Print Name: Jonathan Gubler

Signature: 

Title: Supervisor, Commercial Interconnection and Incentives Date: 8/11/20