

Summer Reliability Market Access Program

AGGREGATOR PARTICIPATION AGREEMENT



Aggregator Participation Agreement

This Aggregator Participation Agreement ("Agreement") is between San Diego Gas & Electric Company® ("SDG&E" or "Utility") and (Aggregator official business name inserted in field below), in connection with SDG&E's Summer Reliability Market Access Program ("Program").



PARTICIPATION REQUIREMENTS

1. Aggregator shall not state or in any way imply to the customer or any other person that the Aggregator is employed or is working on behalf of SDG&E. SDG&E does not endorse or recommend Aggregator and does not review Aggregator's proposals. Aggregator must not misrepresent the nature of their role or their relationship with SDG&E.
2. Aggregator shall not represent or otherwise indicate that any product and/or services provided by the Aggregator, or any third party are approved, authorized, or endorsed by SDG&E. SDG&E does not endorse any products, services, or companies. SDG&E disclaims all liability in connection with, and makes no warranties, express or implied, regarding work performed by Aggregator, nor shall SDG&E be in any way liable for any claims, damages, fines, settlements, or judgments arising from or associated with Aggregator contracts or work performed under such contracts. Aggregator shall defend, reimburse, indemnify, and hold SDG&E and its current and future direct and indirect parent company(ies), subsidiaries, affiliates, and their respective directors, officers, shareholders, employees, agents, representatives, successors and assignees harmless for, from, and against any and all claims, losses, liabilities, fines, or damages of any type, arising or resulting from, or in connection with, Aggregator's participation in the Program, including but limited to Aggregator's act or omissions in breach of this Agreement. Aggregator shall not use SDG&E's name or logo in any promotional literature, advertisements or writing of any kind without the express prior written approval of SDG&E, which is not being provided under this Agreement.
3. Aggregator shall comply with all applicable local, state, and federal laws, rules, regulations, and orders in its performance of service or work for any customer under this Agreement or the Program. All unused and waste materials (i.e., old lamps, ballasts, etc.) should be removed and disposed of properly upon completion of a project and the area left clean. Aggregator shall provide customers with applicable equipment warranty information for all measures installed.

AGGREGATOR CODE OF CONDUCT

In exchange for permission to participate in the Program, Aggregator shall not:

1. **Misrepresent Role/Relationship with SDG&E**
Including but not limited to: stating in writing or verbally that Aggregator is an agent for Utility or otherwise 'approved' by Utility. Aggregators shall not use the SDG&E name or logo in any promotional literature, advertisements, email address or writing of any kind without the express prior written approval of SDG&E.
2. **Misrepresent SDG&E SRMAP**
Including but not limited to: giving a guarantee of savings, or stating that any SDG&E related financing is no cost/free.
3. **Provide Fraudulent Documentation**
Including but not limited to: use of white out, forgery of signatures, altering program forms, falsifying scope of work and invoices, using rates higher than those that aggregator currently charges for similar non-SRMAP work, submitting project applications for measures that are not installed, etc.
4. **Provide Poor Quality of Work/Customer Complaints**

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Including but not limited to: installation not completed to scope, unsafe or potentially hazardous installation, non-functioning equipment, failure to honor installation warranty unresponsiveness to customer inquiries, unresolved customer complaints.

VIOLATIONS OF THE AGGREGATOR AGREEMENT OR CODE OF CONDUCT

SDG&E will maintain a log of customer complaints, issues, and other examples of non-compliance by Aggregators. SDG&E, in its sole discretion, may suspend or revoke Aggregator's participation in any SDG&E program for violation of the Program guidelines and/or Program requirements.

The suspension shall be for a 1-year period (from the date of notification) unless otherwise specified. In extreme or egregious cases, SDG&E reserves the right to permanently terminate the Aggregator from participation and revoke Aggregator's qualification to participate in applicable SDG&E programs. Additionally, all affected customers will be notified should an application be received from a suspended or terminated Aggregator.

Consistent with regulatory direction, SDG&E has no obligation to Aggregator to maintain, expand or continue the SRMAP, and may terminate the Program at any time.

Aggregator Payments

Incentives offered by the SRMAP vary by month and are tiered based on the following incentive periods.

Incentive Period	Hours
1. Net Peak	7:00 p.m. - 9:00 p.m.
2. Peak	4:00 p.m. - 7:00 p.m.
3. Off Peak	9:00 p.m. - 4:00 p.m.

The specific monthly incentive rates for each of the Incentive Periods will be published on the Program website at sdge.com/SR-MAP. Incentive rates are subject to change. Rates applicable for each project shall be those rates published on the date of project approval by SDG&E.

Aggregators will receive incentive payments based solely on actual delivered energy savings as calculated by SDG&E using population-level NMEC methodologies. Aggregator acknowledges and accepts that the calculated savings used for incentives may differ from actual energy savings determined by other methods. Incentive payments will align with six different milestones each of which is detailed in the SRMAP Program Manual. Payments for the Program are made at the Aggregator level for the savings achieved by the total of the Aggregator's projects, not on a per project basis.

Payment	Timing
Installation	After project completion, for qualifying measures
Q1	After end of next calendar-year quarter following date of installation
Q2	After end of 2 nd calendar-year quarter following date of installation
Q3	After end of 3 rd calendar-year quarter following date of installation
Q4	After end of 4 th calendar-year quarter following date of installation
Final	After remaining calendar- year quarterly period to complete 12-months of evaluation

Project Eligibility Requirements:

General Program project eligibility requirements include but are not limited to:

1. Project site must be in SDG&E service territory.
2. Customer has an active SDG&E electric account.

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3. Customer has paid the Public Purpose Program surcharge on the account where the energy efficiency (EE) equipment is to be installed.
4. 12 consecutive months of energy usage data is available.
5. More than one CPUC ratepayer-funded energy efficiency incentive or rebate program is not covering the same cost of a measure, including but not limited to the Statewide Midstream programs (e.g. HVAC and Lighting).
6. The project site does not have a change in on-site generation within the previous year. Specifically, the capacity or solar, thermal energy storage, or battery storage systems has not changed in 12 months and does not plan to change for the next 12 months.
7. Customer may not be enrolled in a wholesale Demand Response program under Rule 32.
8. Customer sites with more than 1 MW of peak demand consumption will require additional screening to determine eligibility.
9. Projects must comply with the NMEC Rulebook for permissible projects.
10. Tenants/Renters must have written authorization from the property owner or property management company to implement any upgrades.
11. Projects must be installed no later than March 31, 2024.
12. Other requirements as noted in the SRMAP Implementation Plan, including the Program Manual and the M&V Plan.

Measure Eligibility:

The underlying Program design is to not prescribe what measures are used to reduce load. Allowable measures can be grouped into the following categories:

1. Measures submitted as SRMAP projects with energy savings and incentives claimed in full by SRMAP.
2. Measures submitted concurrently to a standard Energy Efficiency program for the allowable energy savings for that program, and to SRMAP for the portion of energy savings being captured by the population-level NMEC calculations that are not accounted for by a standard Energy Efficiency program, for example to-code savings.
3. Measures purchased through a Statewide Midstream program for the allowable energy savings for that program and submitted to SRMAP for the portion of energy savings being captured by the population-level NMEC calculations that are not accounted for by the Statewide Midstream program, for example to-code savings.

Measures will be verified as part of project eligibility process prior to aggregators receiving a notice to proceed.

By signing below, I, as a duly-authorized representative of Aggregator, agree that I have read, understand and shall fully comply with the terms of this Agreement and all applicable SDG&E SRMAP participation guidelines.

Signature:		Date:		Title:	
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NOTE:

In accordance with California Public Utilities Code section 399.4(b), if a permit is required for installation, Trade Professionals/customers must certify that the work complies with all applicable permitting requirements and that the contractor who performed the work holds appropriate license for the work performed. In addition, the Trade Professional/customer will be required to submit proof of permit closure for all HVAC-related energy- efficiency projects before receiving an SDG&E rebate or incentive payment.

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AGGREGATOR COMPANY INFORMATION

Aggregator company name:					
Street address:		City:		State:	
Mailing address:		City:		State:	
<input type="checkbox"/> Same as above					

CONTACT INFORMATION

Primary contact

Contact name:		Title:	
Phone number:		Email address:	

PAYEE NAME (if different than Aggregator information)

Payee company name:					
<input type="checkbox"/> Same as above					
Mailing address:		City:		State:	
Contact name:		Title:		Email:	

AGGREGATOR TAX INFORMATION

Federal Tax ID #:		SSN #:	
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Filing status: ☐ Corporation ☐ Exempt ☐ Individual/sole proprietor ☐ LLC ☐ Partnership