Northern Rural Energy Network

COMMERCIAL ENERGY UPGRADES PROGRAM
TERMS AND CONDITIONS version 09/3/26

The Northern Rural Energy Network ("**NREN**") is administered by the Redwood Coast Energy Authority ("**RCEA**") and implemented in 17 northern California Counties (the "**NREN Region**") as follows: in Humboldt County by RCEA, in the County of Mendocino by Mendocino Council of Governments ("**MCOG**"), in the County of Lake by Lake Area Planning Council ("**Lake APC**"), and in the Counties of Alpine, Amador, Butte, Calaveras, El Dorado, Lassen, Mariposa, Nevada, Placer, Plumas, Sierra, Sutter, Tuolumne, and Yuba by Sierra Business Council ("**SBC**"). RCEA, MCOG, Lake APC, and SBC are at times collectively referred to herein as "**NREN Partners**" or individually as an "**NREN Partner**."

These Terms and Conditions are applicable to the **Commercial Energy Upgrades Program** ("**Program**"), which has the purpose of 1) increasing non-residential customer awareness and knowledge of energy efficiency benefits, and 2) incentivizing energy efficiency retrofits and electrification projects in non-residential buildings. A full description of this Program's offerings is at: https://northernren.org/commercial-di. LAPC is the NREN Partner responsible for incentivizing Measure installation under the identified Program ("**Implementing NREN Partner**")

1 ELIGIBILITY REQUIREMENTS. Eligibility to participate in the Program is conditioned upon the electric or natural gas service account holder ("**Customer**") meeting the following criteria:

a. Each of the Customer's sites for which Program benefits are sought is located within the NREN Region.
b. Each of the Customer's sites for which Program benefits are sought receives non-residential electric and/or natural gas service under an active account held by the Customer with Pacific Gas & Electric Company ("PG&E") or a Community Choice Aggregator ("CCA") ("**Service Account**").
c. The Service Account Service Agreement ID(s) for the Customer sites are listed on the Program application.
d. A charge for Public Purpose Programs ("PPP") is included on the Service Account bill.

2 DIRECT INSTALL MEASURES. Energy efficiency retrofit projects include the installation of energy-efficiency equipment and controls ("Energy Efficiency Measures"). Electrification projects include the removal of existing natural gas equipment being replaced with lower-emission equipment ("Electrification Measures"). Eligible Energy Efficiency Measures and/ or Electrification Measures for this Program (collectively, "**Measures**") are described here: https://northernren.org/commercial-di. Measures must meet all Program requirements as specified in the Project Proposal, where "Project Proposal" is defined below.

3 CUSTOMER REPRESENTATIONS. Customer represents and warrants that it has the site owner's permission to submit an application for the Program Measures, to enter into this Agreement, and to authorize the Implementing NREN Partner to identify opportunities for energy savings and/or energy-related emission reductions through over-the-phone assessments or in-person assessments. Customer will allow, if requested, a representative of the Implementing NREN Partner, the California Public Utilities Commission (CPUC), or any authorized third-party reasonable access to the site to perform Program services.

4 SITE ASSESSMENTS. Implementing NREN Partner will assess, or cause to be assessed, the site by collecting information, pictures, and typical operational characteristics of existing energy-related equipment ("**Site Assessment**"). Customer must notify the Implementing NREN Partner before the Site Assessment is made of the existence of: a) known hazards on site, b) personal protective equipment needed, and c) spaces to which Customer denies access and therefore excludes from the Assessment and receipt of Measures.

5 PROJECT PROPOSALS. The Implementing NREN Partner will provide Customer with a no-obligation proposal describing recommendations for installing Measures ("**Project Proposal**"). The Project Proposal will include cost estimates of available Program incentives; Program requirements for incentive eligibility; approximate costs for installation of specific Measures; and, estimates of energy, utility, and emission savings. The Implementing NREN Partner will determine in its sole discretion which installation options are available to the Customer. The Site Assessment and Project Proposal are provided with no obligation to pay for goods or services. The Program incentive estimates listed in Project Proposals are valid for 90 days.

6 **CUSTOMER INFORMATION AND DATA.** Customers will be required to submit information to the Implementing NREN Partner that may include confidential corporate or business information such as trade secrets, analyses, compilations, forecasts, studies, techniques, plans, designs, cost data, pricing data, financial data, and utility usage information ("Confidential Information"). The Implementing NREN Partner will protect Confidential Information from public disclosure in accordance with applicable State law including the California Public Records Act. approves and authorizes the limited disclosure of Confidential Information as follows: to third-party contractors if related to and necessary for installation of specific Measures or Customer's receipt of associated incentives; to other NREN Partners if related to Program implementation including referrals to receive energy efficiency benefits from other Programs; to RCEA as Lead Administrator for NREN, and to the CPUC as required for Program reporting and evaluation. In no event will the Implementing NREN Partner use the Customer's name, any identifying characteristic, or any Confidential Information in advertising, sales promotions, or other publicity without the Customer's advance written approval. Customer consents to disclosure of Confidential Information as set forth herein until completion of Program implementation including all reporting and evaluation.

7 **ENERGY SAVINGS AND LIFE OF MEASURES:** Customer understands that incentives are offered for the purpose of reduced energy consumption and/or associated emission reductions over the Measure's expected useful life. If any incentivized Measure is moved to a new location, removed, disabled, or otherwise taken out of service while still operational, Customer must notify the Implementing NREN Partner of the change within 30 days. Undisclosed changes found during Program measurement, evaluation or verification by an NREN Partner or the CPUC, or their agent, that resulted in discontinued use of any Measure may require Customer to refund a prorated amount of the incentive payment issued at an amount determined by the Implementing NREN Partner. Repayment shall be due within 30 days of written demand.

8 **INSTALLATION.**

a. Installation Contractor. In order to receive Program incentives for installation of Measures, Customer will be required to use a contractor identified and qualified by an NREN Partner ("Installation Contractor"). Customer will receive a project installation cost estimate from the Installation Contractor, and the NREN Partner will pay incentives directly to the Installation Contractor. Customers proceeding with installation must submit a request to the Implementing NREN Partner to reserve the applicable incentive using NREN's Incentive Reservation Request form. Upon the Implementing NREN Partner's approval, the Customer must complete installation within 90 days or request an extension. This Agreement does not constitute an agreement between the Customer and the Installation Contractor. NREN Partners are not a party to contracts between Customer and Installation Contractors, and are not liable for work performed by the Installation Contractor. The Installation Contractor will be responsible for obtaining all required permits and will be required to install Measures in compliance with all applicable federal, state, and local laws, and manufacturer's specifications, including installation contractor licensing requirements and permitting requirements, as applicable.

b. General. Customer shall: a) comply with the Project Proposal specifications, b) retain a properly licensed contractor when necessary, c) install, or cause the installation of, the Measure, and d) ensure all Program requirements are met. Customer must immediately notify the Implementing NREN Partner of any changes made to the Project Proposal and of project completion. Customer authorizes Implementing NREN Partner or their agent to verify Measure installation and quantities installed by completing an inspection at the project site(s). Customer will be given an opportunity to correct any discrepancies between the Project Proposal and actual installation that are identified by Implementing NREN Partner within 14 days of Implementing NREN Partner's inspection. Implementing NREN Partner will adjust the Customer incentive based on the results of the final project inspection.

9 **INCENTIVE PAYMENTS.** Incentive payments are based on and limited by the energy savings the Program can claim to the CPUC for Customer's Measure installation. The claimable savings for Measure installations at each site cannot exceed the combined total of billed electricity use at that site during the prior twelve months. Incentive payments will never exceed the Customer's incurred project costs. Incentives will be paid upon the Implementing NREN Partner's determination that all eligibility requirements, Program requirements, and Terms and Conditions listed herein are met. The Implementing NREN Partner, in its sole discretion, may withhold incentive payments if a site, Customer, or installed Measure is determined to be ineligible. Once all Program requirements have been met, the Implementing NREN Partner will notify Customer that the project has been closed out. The Implementing NREN Partner will process and send incentive payment to the Installation Contractor within 30 days following project close out. The Installation Contractor will invoice the Customer for the project costs less the applicable Program Measure incentive(s).

10 **DOUBLE DIPPING:** Customer may not apply for nor receive incentives from programs funded by California utility customers under the auspices of the CPUC (such as Golden State Rebates or PG&E Rebates) for the Measure(s) listed in this application. Measure(s) discounted at the point of sale by incentives funded by California utility customers under the auspices of the CPUC is not eligible for additional incentives through this program.

11 **LIMITATIONS.** Funding is available on a first-come, first-served basis until depleted. The Implementing NREN Partner reserves the right to determine which services to offer and to change, modify, or terminate services at any time without liability. NREN Partners will discontinue or deny services to a Customer determined by any NREN Partner in their sole discretion to be in violation of any of the terms and conditions of any Program. Savings and cost estimates provided by the Implementing NREN Partner are based on averages and are not accurate for Customer's individual site.

12 **SAFETY AND COMPLIANCE WITH ALL LAWS.** Customer and the Implementing NREN Partner agree to comply with all federal, state laws and safety requirements applicable to perform the rights and obligations under the Program.

13 **NO OBLIGATION:** California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa. Este programa a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California.

WARRANTY AND INDEMNIFICATION: No NREN Partner makes any representation or warranty, and assumes no liability with respect to quality, safety, performance, operational capability, reliability or any other aspect of any design, system, or equipment, if any, used under the Program or any Program service, and expressly disclaims any such representation, warranty or liability, including any warranties of merchantability and fitness for any particular purposes. Customer releases and holds harmless each NREN Partner from any and all claims, damages, and losses related to the Program and/or this Agreement. Customer agrees to defend and indemnify each NREN Partner against all losses, damages, costs, and liability arising from any claims related to implementation of services related to the Program and/or this Agreement. No NREN Partner is liable to Customer for any incidental, special, indirect, or consequential damages related to the