

**Board of Directors Regular Meeting Agenda  
May 29, 2025, 2:00 p.m.  
City of Oceanside, Council Chamber  
300 North Coast Hwy, Oceanside CA 92054**

Members of the public can observe the livestream of the meeting via Zoom by clicking:

<https://us06web.zoom.us/j/81376410530>

or telephonically by dialing:

(253) 215-8782

Meeting ID: 813 7641 0530

Members of the public can provide public comment in writing or orally in person as follows:

*Written Comments:* If you are unable to participate in person and you wish to make a comment, you may submit written comments prior to and during the meeting via email to: [clerk@thecleanenergyalliance.org](mailto:clerk@thecleanenergyalliance.org). All written comments will be posted online and become part of the meeting record. To ensure announcement of receipt of your written comments during the meeting, please submit all written comments by 12:00 p.m. prior to the commencement of the meeting. Public comments received in writing will not be read aloud at the meeting.

*Oral Comments:* Members of the public can address the Board on items on the agenda at the time the item is being addressed or during Public Comments for topics that are not listed on the agenda. Speakers are limited to three (3) minutes each. In conformance with the Brown Act, no Board action can occur on items presented during Public Comment.

If you desire to speak during Public Comment, please fill out a speaker card and submit it to the Board Secretary. When you are called to speak, please come forward to the podium and state your name. To address the Board regarding an item on the agenda, please fill out a speaker card and submit it to the Board Secretary before the Board Chair announces the item.

**CALL TO ORDER**

**ROLL CALL**

**FLAG SALUTE**

**BOARD COMMENTS & ANNOUNCEMENTS**

**PUBLIC COMMENT**

**APPROVAL OF MINUTES**

Minutes of the Regular Meeting held April 24, 2025

*Consent Calendar*

**Item 1: Clean Energy Alliance Treasurer's Report for March 2025**

**RECOMMENDATION:**

Receive and file the Clean Energy Alliance Treasurer's Report for March 2025.

**Item 2: Community Needs Survey**

**RECOMMENDATION:**

Receive and File the Community Survey Results prepared by True North Research, Inc.

**Item 3: Ratifying Amendments to Professional Services Agreement (PSA) with BrenTech**

**RECOMMENDATION:**

Adopt Resolution No. 2025-020 ratifying Amendment No. 1 and approving and authorizing execution of Amendment No. 2 to the Professional Services Agreement (PSA) with BrenTech, Inc. for Information and Technology (IT) services.

**Item 4: Amendment No. 1 to the Power Purchase Agreement with Deer Creek Solar I, LL**

**RECOMMENDATION:**

Adopt Resolution No. 2025-021 approving and authorizing the Chief Executive Officer to execute Amendment No. 1 to Clean Energy Alliance's (CEA's) Renewable Power Purchase Agreement (PPA) with Deer Creek Solar I, LLC.

*Reports*

**Item 5: Clean Energy Alliance Chief Executive Officer Operational Report**

*Public Hearing*

**Item 6: Battery Bonus Program Agreements**

**RECOMMENDATION:**

Hold the Public Hearing and Adopt Resolution No. 2025 – 022 approving the Battery Bonus, battery only Professional Services Agreements with Participate.Energy and authorizing the Chief Executive Officer to execute all documents subject to General and Special Counsel approval.

*New Business*

**Item 7: Regulatory Update**

**RECOMMENDATION:**

Receive the Regulatory update from Keyes and Fox.

**Item 8: Review Proposed Clean Energy Alliance Fiscal Year 2025/2026 Budget and Schedule Budget Adoption for June 26, 2025**

**RECOMMENDATION:**

Review proposed Clean Energy Alliance (CEA) Fiscal Year (FY) 2025/2026 Budget, provide direction on any additions/changes and schedule Budget Adoption for June 26, 2025.

**BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

**NEXT MEETING:** Regular Board Meeting June 26, 2025, City of Oceanside, 300 North Coast Highway, Oceanside, CA 92054

If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act (“ADA”), please contact [clerk@thecleanenergyalliance.org](mailto:clerk@thecleanenergyalliance.org) prior to the meeting for assistance.

**Board of Directors Regular Meeting Agenda**  
**April 24, 2025, 2:00 p.m.**  
**City of Oceanside, Council Chamber**  
**300 North Coast Hwy, Oceanside CA 92054**

**CALL TO ORDER:** Chair Melendez called to order the Regular Meeting of the Clean Energy Alliance at 2:00 p.m.

**ROLL CALL:** Board Members: Becker, Bhat-Patel, Melendez, Spelich.  
Alternate Board Member: Sannella.  
Board Member Figueroa and Alternate Board Member Sanchez: Absent.

**FLAG SALUTE:** Chair Melendez led the flag salute.

**BOARD COMMENTS & ANNOUNCEMENTS:** None.

**PUBLIC COMMENT:** *John Mosher shared that he has submitted a request to staff regarding information about a mobile home park in San Marcos and their selected electricity generation provider.*

**APPROVAL OF MINUTES:**

Minutes of the Special Meeting held March 27, 2025

Minutes of the Regular Meeting held March 27, 2025

**Motion by Board Member Becker, seconded by Board Member Bhat-Patel to approve the minutes as presented. Motion carried, 5/1/1 (Sannella – Abstain) (Figueroa/Sanchez – Absent).**

*Consent Calendar*

**Item 1: Clean Energy Alliance Treasurer’s Report for February 2025**

**RECOMMENDATION:**

Receive and file the Clean Energy Alliance Treasurer’s Report for February 2025.

**Item 2: Community Advisory Committee Appointments**

**RECOMMENDATION:**

Adopt Resolution No. 2025-015 appointing two members to the Community Advisory Committee for the cities of Escondido and San Marcos.

**Item 3: Legislative Lobbyist Support Services**

**RECOMMENDATION:**

Adopt Resolution 2025-016 awarding of a Professional Services Agreement (PSA) to Summit Advocacy, LLC for Legislative Lobbyist Support Services for One Year with Up to Three Optional One Year Extensions and Authorize the CEO to Execute the PSA in an Amount not to exceed \$95,000 per year.

**Item 4: JP Morgan Line of Credit Amendment**

**RECOMMENDATION:**

Adopt Resolution No. 2025-017 approving and authorizing an amendment to the Revolving Credit Agreement with JPMorgan to extend the term of the existing \$40 million Line of Credit by three years through February 2029, to Increase the Additional Amount available from \$10,000,000 to \$20,000,000 if certain conditions are met, and to authorize the Chief Executive Officer to execute all documents, subject to Financial Counsel and General Counsel approval.

**Motion by Board Member Becker, seconded by Vice Chair Garcia to approve the Consent Calendar. Motion carried, 6/0/1 (Figueroa/Sanchez – Absent).**

#### *Reports*

**Item 5: Clean Energy Alliance Chief Executive Officer Operational Report**

CEO Greg Wade presented the presentation and provided information on enrollment statistics, community events and CEA programs.

Timothy McLarney from True North Research also presented a report on the results of the Customer Opinion Survey.

CEO Wade and Timothy McLarney answered questions from the Board.

**CEA Board received report.**

#### *New Business*

**Item 6: Regulatory Update**

**RECOMMENDATION:**

Receive the Regulatory update from Keyes and Fox.

Keyes and Fox Partner Jake Schlesinger provided the update and answered questions from the Board.

**CEA Board received report.**

**Item 7: CEA Strategic Plan, Work Plan and Preliminary Budget Discussion**

**RECOMMENDATION:**

Adopt Resolution No. 2025-018 and provide feedback and approve the FY 2025/26 – 2026/27 Clean Energy Alliance Strategic Plan and provide additional feedback and input on the Clean Energy Alliance FY 2025/26 Work Plan and budget.

CEO Greg Wade introduced the item, presented the report and answered questions from the Board.

**Motion by Chair Melendez, seconded by Board Member Becker, to adopt Resolution No. 2025-018. Motion carried, 6/0/1 (Figueroa/Sanchez – Absent).**

**Item 8: Rate Design/Premium Discussion**

**RECOMMENDATION:**

Review the current rate design and product premiums and provide feedback.

CEO Greg Wade introduced the item. Pacific Energy Advisors Kirby Dusel presented the report and answered questions from the Board.

**CEA Board received report. Motion by Vice Chair Garcia, seconded by Board Member Becker directing staff to bring this rate design structure back at a future meeting for adoption through a rate setting public hearing. Motion carried, 6/0/1 (Figueroa/Sanchez – Absent).**

**Item 9: Amendment No. 3 to CEO Contract**

**RECOMMENDATION:**

Adopt Resolution No. 2025-019 approving the Third Amendment to the Chief Executive Officer's Employment Agreement in substantial form as Attachment B or as presented at the meeting, with non-substantive revisions approved by the Chair and reviewed and approved as to form by General Counsel.

Board Member Becker provided background information on the item and shared that the Board had a subcommittee to perform the CEO performance evaluation, consisting of Board Members Becker, Bhat-Patel, and Vice Chair Garcia.

**Motion by Chair Melendez, seconded by Vice Chair Garcia to adopt Resolution No. 2025-019. Motion carried, 6/0/1 (Figueroa/Sanchez – Absent).**

**NEXT MEETING:** Regular Board Meeting May 29, 2025, City of Oceanside, 300 North Coast Highway, Oceanside, CA 92054

**BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS:** None.

**ADJOURN:** Chair Melendez adjourned the meeting at 4:14 p.m.

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Kaylin McCauley  
Clerk to the Board/Executive Assistant

## Staff Report

**DATE:** May 29, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Andy Stern, Interim Chief Financial Officer/Treasurer

**ITEM 1:** Clean Energy Alliance Treasurer's Report

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### **RECOMMENDATION:**

Receive and File Clean Energy Alliance (CEA) Interim Treasurer's Report for March 2025.


### **BACKGROUND AND DISCUSSION:**

This report provides the Board with the following financial information through March 31, 2025:

- Statement of Financial Position (Unaudited and preliminary) – Reports assets, liabilities, and financial position of the CEA as of March 31, 2025.
- Statement of Revenues, Expenses and Changes in Net Position (Unaudited and preliminary) for the twelve months ended March 31, 2025.
- Budget to Actuals Comparison Schedule (Unaudited and preliminary) – Reports actual revenues and expenditures compared to the annual amended budget as of March 31, 2025.
- List of Payments Issued – Reports payments issued for March 2025.

As of March 31, 2025, liabilities represent invoices and estimated accruals for energy and services received but not yet paid.

Submitted for Board consideration:



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Gregory Wade  
Chief Executive Officer

**CLEAN ENERGY ALLIANCE**  
**STATEMENT OF NET POSITION**  
**As of March 31, 2025**

**ASSETS**

Current assets

Cash and cash equivalents	\$ 18,405,099
Accounts receivable, net of allowance	30,861,666
Accrued revenue	12,598,292
Other receivables	214,362
Prepaid expenses	<u>6,787,899</u>
Total current assets	68,867,318

Noncurrent assets

Deposits	<u>4,036,276</u>
Total noncurrent assets	<u>4,036,276</u>
Total assets	<u>72,903,594</u>

**LIABILITIES**

Current liabilities

Accrued cost of electricity	42,289,365
Accounts payable	1,060,106
Other accrued liabilities	329,209
Security deposits - energy suppliers	500,000
Interest and financing cost payable	<u>21,263</u>
Total current liabilities	44,199,943

Noncurrent liabilities

Security deposits - energy suppliers	6,496,150
Revolving line of credit	<u>6,000,000</u>
Total noncurrent liabilities	<u>12,496,150</u>
Total liabilities	<u>56,696,093</u>

**NET POSITION**

Unrestricted	<u><u>\$ 16,207,501</u></u>
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**CLEAN ENERGY ALLIANCE  
STATEMENT OF REVENUES, EXPENSES  
AND CHANGES IN NET POSITION  
Nine Months Ended March 31, 2025**

**OPERATING REVENUES**

Electricity sales, net	\$ 273,668,520
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**OPERATING EXPENSES**

Cost of electricity	232,762,908
Contract services	4,979,963
Staff compensation	1,163,930
Other operating expenses	686,070
Total operating expenses	<u>239,592,871</u>
Operating income (loss)	<u>34,075,649</u>

**NONOPERATING REVENUES (EXPENSES)**

Investment income	220,390
Interest expense	<u>(1,123,704)</u>
Nonoperating revenues (expenses), net	<u>(903,314)</u>

**CHANGE IN NET POSITION**

	33,172,335
Net position at beginning of year	<u>(16,964,834)</u>
Net position at end of period	<u><u>\$ 16,207,501</u></u>

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

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BUDGET TO ACTUALS COMPARISON SCHEDULE

At its June 2024, board meeting, the CEA Board approved the Fiscal Year (FY) 2024/25 budget approving \$326,469,000 in total operating expenses. For the year-to-date, \$240,717,000 of operating expenses have been expended. Revenues from electricity sales for the year-to-date reached \$273,669,000. Nonoperating activity was a net expense of \$903,000. The overall change in net position for the year-to-date was an increase of \$33,172,000.

The Budget to Actuals Comparison Schedules as of March 31, 2025, is shown below.

**CLEAN ENERGY ALLIANCE  
BUDGETARY COMPARISON SCHEDULE  
Nine Months Ended March 31, 2025**

	<b>Year-To-Date</b>				<b>Annual</b>		
	<b>Actual</b>	<b>Budget</b>	<b>Variance fav. (unfav.) Amount</b>	<b>%</b>	<b>Annual Budget</b>	<b>Budget Less Actual YTD</b>	<b>Budget Remaining / Budget %</b>
Operating Revenues	\$273,668,520	\$275,766,757	\$ (2,098,237)	-1%	360,839,549	87,171,029	24%
Operating Expenses							
Cost of Energy	232,762,908	242,042,708	9,279,800	4%	317,090,165	84,327,257	27%
Other Operating Expenses	6,829,963	6,819,041	(10,922)	0%	9,378,650	2,548,687	27%
Total Operating Expenses	239,592,871	248,861,750	9,268,879	4%	326,468,815	86,875,944	27%
Operating Income (Loss)	34,075,649	26,905,007	7,170,642	27%	34,370,733	295,084	
Nonoperating Income/(Expense)							
Interest Income	220,390	103,471	116,919	113%	148,585	(71,805)	-48%
Interest Expense	(1,123,704)	(881,552)	(242,152)	-27%	(1,211,969)	(88,265)	7%
Total Nonoperating Income/(Expense)	(903,314)	(778,081)	(125,233)	-16%	(1,063,383)	(160,069)	15%
Change in Net Position	\$ 33,172,335	\$ 26,126,926	\$ 7,045,409		\$ 33,307,350	\$ 135,015	

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

LIST OF PAYMENTS ISSUED

The report on the following page provides the details of payments issued by CEA for the month. All payments were within approved budget.

<u>Date</u>	<u>Type</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
03/18/2025	ACH/CHECK	AVANTI EXECUTIVE SUITES	April 2025 -Rent	1,594.70
03/19/2025	ACH/CHECK	BRAUN BLAISING SMITH WYNNE	January 2025 - Professional Services - General Matters and Joint	1,400.00
03/06/2025	ACH/CHECK	BRENTECH INCORPORATED	1 32GB DDR4 SODIMM for laptop	106.67
03/17/2025	ACH/CHECK	BRENTECH INCORPORATED	Sales Tax 25 Annual Support Agreement Retainer	3,500.00
03/12/2025	ACH/CHECK	BURKE, WILLIAMS & SORENSEN, LLP	January 2025 - Legal services COUNSEL FEES FOR	17,987.16
03/20/2025	Wire	CALPINE ENERGY SERVICES L.P.	March 2025 - CAP	40,000.00
03/04/2025	ACH/CHECK	CALPINE ENERGY SOLUTIONS	January 2025 Services	286,348.60
03/25/2025	Wire	CITY OF VERNON	FEBRUARY 2025 RA	90,000.00
03/20/2025	Wire	DYNASTY POWER	Net balance due for period of February 2025	350,000.00
03/20/2025	Wire	EDF TRADING NORTH AMERICA	February 2025 - Capacity Purchase - 75 MW	588,750.00
03/07/2025	ACH/CHECK	EMPOWER (401a)	Employee Retirement - 03/05/2025	6,460.43
03/21/2025	ACH/CHECK	EMPOWER (401a)	Employee Retirement - 03/20/2025	6,460.43
03/07/2025	ACH/CHECK	EMPOWER (457b)	Employee Retirement -03/05/2025	4,051.68
03/21/2025	ACH/CHECK	EMPOWER (457b)	Employee Retirement -03/20/2025	4,051.68
03/20/2025	Wire	ES 1A Group 2 Opcos, LLC	Resource Adequacy February 25	108,360.00
03/06/2025	ACH/CHECK	Evolution Affairs, LLC	February 2025 - Professional Service	1,856.25
03/28/2025	ACH/CHECK	FABICK, EMILY	Expense reimbursement - Jan 27, 2025 to Mar 18, 2025	1,582.76
03/06/2025	ACH/CHECK	Granicus, LLC	March 2025 - 2026 - DisclosureDocs Subscription & Hosting and	547.74
03/25/2025	ACH/CHECK	Hall Energy Law PC	Fees for Professional Services Rendered Through 01/31/2025	9,490.00
03/26/2025	ACH/CHECK	KARBONE INC.	Brokerage of Resource Adequacy #	28,800.00
03/25/2025	ACH/CHECK	Keyes & Fox LLP	February 2025- Professional Services	25,897.25
03/24/2025	Wire	LEAPFROG POWER, INC.	March 2025 RA	17,176.00
03/20/2025	ACH/CHECK	Maher Accountancy	Mar-25	10,500.00
03/20/2025	ACH/CHECK	MOONLIGHT CULTURAL FOUNDATION	2025 Moonlight Season Partner Sponsorship	4,000.00
03/17/2025	ACH/CHECK	NewGen Strategies & Solutions	February 2025 -Project: CEA SDG&E ERRA REGULATORY	1,638.75
03/06/2025	ACH/CHECK	Neyenesch Printers	Printing Services	1,016.67
03/17/2025	ACH/CHECK	Neyenesch Printers	Printing Services	620.82
03/20/2025	ACH/CHECK	Neyenesch Printers	Printing Services	1,254.61
03/20/2025	Wire	Orange County Power Authority	February 2025 - System Flex -RA SWAP	1,000,000.00
03/20/2025	Wire	Orange County Power Authority	November 2024 - System Flex -RA SWAP	263,500.00
03/27/2025	ACH/CHECK	Pacific Energy Advisors, Inc	March 2025 - Technical Consulting Advisors	40,170.00
03/10/2025	Wire	Pacific Gas & Electric	Jan 2025 - RECs	400,000.01
03/03/2025	Wire	PARTICIPATE ENERGY FUND LLC	Feb 2025 PPA Reporting - Period 01042025 02032025 -	1,613.81

May 29, 2025  
CEA Treasurer's Report  
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03/20/2025	ACH/CHECK	PECKHAM, DANIEL	Dan Peckham - Feb 25, 2025 to Mar 12, 2025	1,272.11
03/17/2025	ACH/CHECK	PILLSBURY WINTHROP SHAW	For Professional Services Rendered and Disbursements Incurred	8,231.50
03/25/2025	Wire	Powerex	Transactions for the Period of April 2025 PCC1 installment 4 of 12	61,687.50
03/17/2025	ACH/CHECK	REGEHR, OLIVIA	Expense Report - Feb 6, 2025 to Feb 27, 2025	104.23
03/25/2025	Wire	Resi Station LLC	Proxy Demand Response CEA Feb2025	1,530.00
03/03/2025	Wire	SDG&E (Procurement)	5/25 CEA RA Sales MCAM	567,351.20
03/20/2025	Wire	SDG&E (Procurement)	Feb 2025 - PCIA VA revenues	3,751,712.12
03/17/2025	ACH/CHECK	SDRMA	Coverage Month: April 2025	11,257.51
03/20/2025	Wire	SEMPRA	February 2025 - Capacity Purchases	912,500.00
03/18/2025	ACH/CHECK	State Compensation Insurance Fund	Monthly - Worker's Comp AUTOPAY	564.42
03/11/2025	ACH/CHECK	State Compensation Insurance Fund	Monthly - Worker's Comp AUTOPAY	1,139.63
03/11/2025	ACH/CHECK	State Compensation Insurance Fund	Monthly - Worker's Comp AUTOPAY	149.73
03/05/2025	ACH/CHECK	STERN, ANDREW	For the period from February 1, 2025 through February 28, 2025	13,469.85
03/06/2025	ACH/CHECK	The Bayshore Consulting Group, Inc	February 2025 - CCA Operations Consulting	5,600.00
03/03/2025	Wire	THE ENERGY AUTHORITY	February 2025 - CAISO Weekly Statement of Activity -	19,965.30
03/03/2025	Wire	THE ENERGY AUTHORITY (ENERGY	February 2025 - CAISO Weekly Statement of Activity	85,563.50
03/10/2025	Wire	THE ENERGY AUTHORITY (ENERGY	February 2025 - CAISO Weekly Statement of Activity	54,731.64
03/17/2025	Wire	THE ENERGY AUTHORITY (ENERGY	February 2025 - CAISO Weekly Statement of Activity	377,922.69
03/24/2025	Wire	THE ENERGY AUTHORITY (ENERGY	February 2025 - CAISO Weekly Statement of Activity	426,924.32
03/31/2025	Wire	THE ENERGY AUTHORITY (ENERGY	March 2025 - CAISO Weekly Statement of Activity	760,726.79
03/28/2025	ACH/CHECK	THE ENERGY AUTHORITY (SERVICES	February 2025 - Resource Management Monthly Fees	20,715.08
03/13/2025	ACH/CHECK	Tripepi, Smith & Associates, Inc.	February 2025 - Communications and Marketing Service	14,173.10
03/27/2025	ACH/CHECK	Tripepi, Smith & Associates, Inc.	February 2025 - Communications and Febketing Service	4,934.76
03/11/2025	ACH/CHECK	USPS	First-Class Mail and First-Class Package Service	1,885.28
03/25/2025	ACH/CHECK	USPS	First-Class Mail and First-Class Package Service	588.58
03/05/2025	ACH/CHECK	WADE, GREG	January 2025 - Expense Reimbursement	75.78
03/20/2025	Wire	WESTERN POWER & STEAM II, LLC	Mar 2025 RA	100,000.00
03/05/2025	ACH/CHECK	Z NEMS	NEM Cash Out	105,977.05
			<b>Total for Operating Account</b>	<b>10,629,489.69</b>
03/24/2025	Lockbox	MORGAN STANLEY CAPITAL GROUP,	February 2025 - Electricity	6,364,957.76
03/24/2025	Lockbox	NRG (Formerly DIRECT ENERGY)	January 2025 - Energy Purchase	3,666,594.31
03/24/2025	Lockbox	Shell Oil North America	January 2025- Energy Purchases	4,141,724.97
03/24/2025	Lockbox	Tecolote Wind LLC	February 2025 - Resource Adequacy Benefits	132,600.00
			<b>Total for Lockbox Account</b>	<b>14,305,877.04</b>

## Staff Report

**DATE:** May 29, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 2:** Community Survey Results Report

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### **RECOMMENDATION:**

Receive and File the Community Survey Results conducted and prepared by True North Research, Inc. (True North).

### **BACKGROUND:**

Clean Energy Alliance (CEA) staff has been working to develop an Energy Programs Plan (Plan), which will outline the strategies and actions CEA staff will employ to implement future customer programs. The objective of the Plan is to develop an actionable framework for CEA to promote clean energy adoption, develop targeted customer programs, and increase awareness of programs among our customers. To develop the Plan, staff have taken a multi-pronged approach to understand the needs of CEA's customers, identify programs or funding, and develop a business case analysis.

As part of the baseline data analysis, staff have reviewed census data and customer data to create high-level summaries of CEA's service territory. To further understand customers' energy needs, CEA worked with True North to deploy a community needs survey. The survey was deployed in English and Spanish, included 3 methods of recruiting (email, text, phone), and was approximately 15 minutes in length. The survey results represent a 95% confidence level margin of error and meet academic standards for statistical reliability. True North presented a summary of the survey results at the April 24, 2024 Board meeting.

### **DISCUSSION:**

The survey was designed to provide CEA with a reliable understanding of customer's awareness, opinions, priorities, and behaviors related to energy issues, initiatives and programs. Below are the key findings of the summary.

- CEA customers are sensitive to issues of cost and affordability. This could partially be a reflection of the current economic climate and uncertainty related to tariffs.
- The most important energy-related issues for customers are reducing their home's/business's energy costs, followed by having cleaner air to breathe in their home/building, and avoiding power outages at their home/business.
- Customers are generally supportive of most initiatives that can be taken to produce cleaner, greener energy and improve the reliability of North County's energy supply. They tend to prioritize

initiatives that provide broad benefits as opposed to those that have more targeted benefits or involve new regulations/requirements.

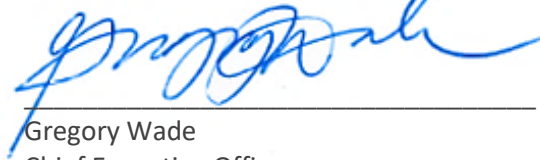
- At the other end of the spectrum, customers were less inclined to prioritize requiring all new construction to be all-electric, increasing the number of public access charging stations for electric vehicles, increasing the number of electric vehicles to reduce emissions, and improving access to technical experts to advice on energy saving programs in the home/business.
- Most CEA customers have made modest energy-related improvements to their homes/businesses, with the most common being the use of energy efficient lighting and weatherization improvements such as improved insulation, windows, and/or roofs.
- Energy-related programs that have broad application find the most interest among customers, especially rebates or incentives to install energy efficient lighting, appliances, and equipment, discounted rates for energy used during off-peak times, free energy audits, and incentives to install solar and battery storage.
  - At the other end of the spectrum, programs garnered less interest include discounted rates for those who have medical equipment in their home, rebates and incentives to install electric vehicle charging equipment, and discounted rates for low-income households.
- The vast majority of survey respondents were aware of their status as a CEA customer prior to taking the survey. When asked to rate various ways CEA could communicate with them, customers identified email, the CEA website, direct mail, electronic newsletters, and utility bill inserts as the most effective methods.

A detailed report of the survey results is included as Attachment A.

**FISCAL IMPACT:**

There is no impact by this action.

Submitted for Board consideration:



Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Customer Needs Survey Summart Report

# CUSTOMER OPINION SURVEY SUMMARY REPORT

PREPARED FOR  
CLEAN ENERGY ALLIANCE



APRIL 2025



1592 N COAST HIGHWAY 101  
ENCINITAS CA 92024  
760.632.9900 WWW.TN-RESEARCH.COM





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## INTRODUCTION

Clean Energy Alliance (CEA) is a Joint Powers Authority comprised of seven cities in north San Diego County—the cities of Carlsbad, Del Mar, Escondido, Oceanside, San Marcos, Solana Beach, and Vista. CEA follows a community choice aggregation (CCA) model that allows local governments to purchase power to meet their community’s electricity needs, offering an alternative to investor-owned utilities. Although CEA is locally operated, it works in partnership with the region’s existing investor-owned utility (San Diego Gas & Electric - SDG&E). CEA purchases electricity directly from energy suppliers, while SDG&E continues to deliver energy, maintain the grid, provide billing services, and handle all new service requests and emergencies.

By pooling energy demand across multiple cities, CEA is able to leverage more purchasing power and ensure a higher renewable content, thus providing local residents and businesses with cleaner energy. Locally controlled and supported by ratepayers with no taxpayer subsidies, CEA ensures that revenues are reinvested in local energy infrastructure and energy efficiency programs for customers.

**MOTIVATION FOR RESEARCH** Fulfilling its mission to empower local residents and businesses to participate in a cleaner, greener energy future requires that CEA have reliable information about customers’ energy-related perceptions, opinions, priorities, and behaviors. What are the major challenges and issues that CEA customers face? How do they prioritize among energy issues and initiatives? What energy improvements have they made and/or are interested in making to their residences or businesses? To what extent are customers aware of the energy programs and solutions that are available, and which programs capture their interest? Answers to questions like these provide CEA with information that can be used to make sound, strategic decisions in a variety of areas—including performance management, planning, program development/evaluation, marketing, and customer engagement.

**OVERVIEW OF METHODOLOGY** A full description of the methodology used for this study is included later in this report (see *Methodology* on page 39). In brief, the survey was administered to a stratified random sample of 509 residential and commercial customers within CEA’s service area. The sample was balanced to proportionately represent the distribution of customers geographically across the seven member cities, as well as by account type (residential or commercial). The survey followed a mixed-method design that employed multiple recruiting methods (email, text, and phone) and multiple data collection methods (online and phone). Administered in English and Spanish between April 9 and April 18, 2025, the average interview length was 16 minutes.

**ORGANIZATION OF REPORT** This report is designed to meet the needs of readers who prefer a summary of the findings as well as those who are interested in the details of the results. For those who seek an overview of the findings, the section titled *Key Findings* is for you. It provides a summary of the most important factual findings of the survey in a Question & Answer format. For the interested reader, this section is followed by a more detailed question-by-question discussion of the results from the survey by topic area (see *Table of Contents*), as well as a description of the methodology employed for collecting and analyzing the data. And, for the truly ambitious reader, the questionnaire used for the interviews is contained at the back of this report, and a complete set of crosstabulations for the survey results is contained in Appendix A.

**ACKNOWLEDGEMENTS** True North thanks Clean Energy Alliance for the opportunity to conduct the study and for contributing valuable input during the design stage of this study. The collective experience, insight, and local knowledge provided by CEA staff improved the overall quality of the research presented here.

**DISCLAIMER** The statements and conclusions in this report are those of the authors (Dr. Timothy McLarney and Richard Sarles) at True North Research, Inc. and not necessarily those of Clean Energy Alliance. Any errors and omissions are the responsibility of the authors.

**ABOUT TRUE NORTH** True North is a full-service survey research firm that is dedicated to providing public agencies with a clear understanding of the values, perceptions, priorities, and concerns of their residents and customers. Through designing and implementing scientific surveys, focus groups, and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas—such as planning, policy evaluation, performance management, establishing fiscal priorities, passing revenue measures, and developing effective public information campaigns. During their careers, Dr. McLarney (President) and Mr. Sarles (Principal Researcher) have designed and conducted over 1,500 survey research studies for public agencies—including more than 100 studies for public utilities in California.



## KEY FINDINGS

As noted in the *Introduction*, this study was designed to provide CEA with a statistically reliable understanding of customers' awareness, opinions, priorities, and behaviors with respect to energy-related issues, initiatives, and programs. Whereas subsequent sections of this report are devoted to conveying the detailed results of the survey, in this section we attempt to 'see the forest through the trees' and note how the collective results of the survey answer some of the key questions that motivated the research.

*What issues are most importance to CEA customers?*

CEA customers are sensitive to issues of cost and affordability. Although this could partially be a reflection of the current economic climate and uncertainty related to tariffs, it is clear that issues of cost and affordability factor prominently among customers' concerns and motivations.

When asked in an *open-ended* manner to identify the most important issue or challenge facing their community today, customers were most apt to cite the high cost of living/affordability (20%), high cost of electricity (11%), government/political issues (9%), high utility rates in general (5%), housing availability/affordability (4%), and climate change/environmental issues (4%). Consistent with their open-ended responses, customers ranked cost-related issues as the most concerning when offered a specific list of issues, including cost of living in general (91% very or somewhat concerned), cost of electricity (90%), and paying for essentials like food, gas, and electricity (82%). Addressing homelessness (75%), protecting the environment (75%), and traffic congestion (74%) were at least somewhat concerning to three-quarters of respondents, whereas two-thirds rated air pollution (70%), climate change (69%), and greenhouse gas emissions (66%) as very or somewhat concerning.

When their focus was narrowed to energy-related issues, reducing their home's/business's energy costs was rated as the most important energy issue (81% extremely or very important), followed by having cleaner air to breathe in their home/building (77%), avoiding power outages at their home/business (75%), and receiving a discount on their energy bill if they use less energy during peak periods (69%). Issues that didn't tie directly back to a respondent's home or business were rated as somewhat less important, including generating more electricity locally through rooftop solar and other small installations (65%), addressing climate change by reducing greenhouse gas emissions (64%), ensuring that low-income households and underserved populations have the same opportunities to transition to clean energy (63%), and creating good-paying jobs in the energy sector (52%). For more on this topic see *Importance of Issues/Initiatives* on page 6.

*How do CEA customers prioritize energy actions and initiatives?*

Although CEA customers are generally supportive of most actions and initiatives that can be taken to produce cleaner, greener energy and improve the reliability of North County's energy supplies, they tend to prioritize initiatives that provide *broad benefits* as opposed to those that have more targeted benefits or involve new regulations/requirements. Among the 13 actions tested, customers assigned the highest priority to upgrading the electric grid and infrastructure including undergrounding utility wires, expanding grid capacity, and replacing outdated equipment (86% high or medium priority), followed by improving the energy efficiency of buildings so they use less energy and have lower energy bills (83%), creating more back-up power systems that can operate during a power outage (80%), installing more small-scale renewable energy systems like solar on home rooftops and parking lots (77%), and providing job training and certification programs to fill the need for skilled workers in the clean energy sector (76%).

At the other end of the spectrum, CEA customers were less inclined to prioritize requiring all new construction to be all-electric to improve indoor air quality (46%), increasing the number of public access charging stations for electric vehicles (52%), increasing the number of electric cars, trucks, and buses to reduce greenhouse gas emissions and air pollution (57%), and improving access to technical experts who can advise on energy saving projects in the home/for businesses (58%). For more on this topic see *Priority Energy Initiatives & Actions* on page 12.

*To what extent have CEA customers made energy improvements to their homes/businesses?*

Most CEA customers have made *modest* energy-related improvements to their homes/businesses, with the most common being the use of energy efficient lighting (78%) and weatherization improvements such as improved insulation, windows, and/or roof (55%). Approximately four-in-ten customers also indicated their home/building has solar panels (44%) and a smart home energy/building management system that monitors and controls heating/air conditioning, lighting and appliances to optimize performance and reduce energy use (43%). All remaining improvements tested in the survey were far less common, including an electric stove (26%), electric heat pump water heater (22%), EV charging station (21%), electric furnace (20%), and back-up battery storage (18%). For more on this topic see *Energy Improvements at Home/Business* on page 17.

*Are CEA customers aware of available energy-related programs and services?*

Despite most CEA customers initially describing themselves as well-informed (15%) or somewhat informed (38%) about the programs and services that are available to help residents/businesses with energy-related improvements, only a few programs enjoy widespread awareness: discounted rates for energy used during off-peak hours (79% aware), discounted rates for low-income households (67%), and rebates/incentives to install solar panels and battery storage (61%).

Less than half of CEA customers indicated they were aware of the remaining programs prior to taking the survey, including rebates/incentives to make energy-efficiency improvements to your home/business, such as improved insulation and windows (46%) and to install energy efficient lighting, appliances, and equipment (44%), discounted rates for those who have medical equipment in their home (44%), and free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills (44%). When compared to the other programs tested, CEA customers were substantially less aware of rebates/incentives to install electric vehicle charging equipment (35%), rebates and incentives to replace gas appliances and equipment with electric appliances and equipment (31%), and programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere (23%). For more on this topic see *Awareness of Specific Programs* on page 21.

*How interested are CEA customers in participating in energy-related programs?*

Energy-related programs that have broad application tend to find the most interest among CEA customers, especially rebates and incentives to install energy efficient lighting, appliances, and equipment (64% very or somewhat interested), discounted rates for energy used during off-peak hours (61%), and rebates and incentives to make energy-efficient improvements to their home/business's building, such as improved insulation and windows (61%). Free energy audits and technical assistance on how to improve their household's/business's energy efficiency and lower bills (55%) and rebates and incentives to install solar panels and battery storage (48%) were also popular with many customers.

At the other end of the spectrum, programs that had a narrow target audience or purpose tended to garner less interest, including discounted rates for those who have medical equipment in their home (26%), rebates and incentives to install electric vehicle charging equipment (31%), and discounted rates for low-income households (35%). For more on this topic see *Interest in Programs* on page 25.

*What are the best methods for communicating with CEA customers?*

The vast majority of respondents (78%) who participated in the survey were aware of their status as a CEA customer prior to taking the survey. When asked to rate various ways CEA could communicate with them, customers identified email (79% very or somewhat effective), the Clean Energy Alliance website (73%), direct mail (69%), electronic newsletters (68%), and utility bill inserts (66%) as the most effective methods. That said, preferred communication methods varied considerably across subgroups, with pronounced differences based on respondent age, income, and ethnicity. For more on this topic see *Communication* on page 30.

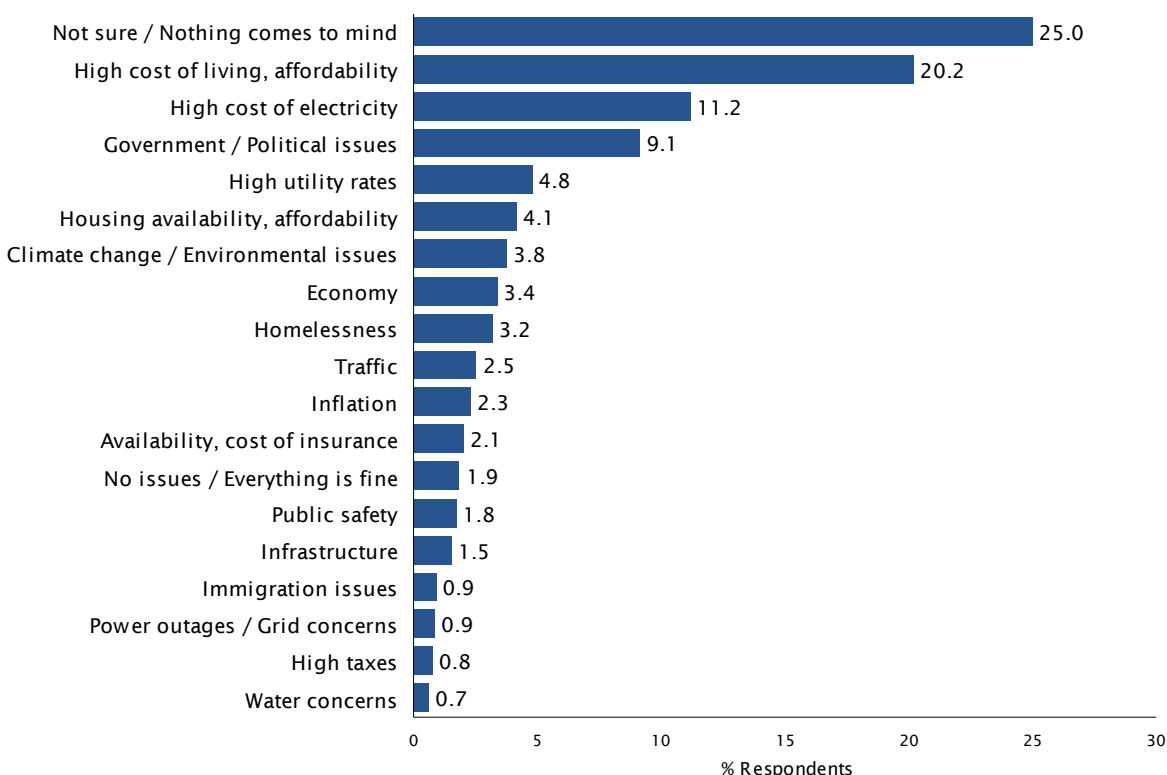
## IMPORTANCE OF ISSUES / INITIATIVES

The opening section of the survey profiled customers' opinions regarding the most important issues or challenges facing their community *in general*, the relative importance of various energy-related issues/objectives, and how they would prioritize among a series of energy-related initiatives for their community.

**MOST IMPORTANT ISSUE OR CHALLENGE** The first question in this series asked customers to identify the most important issue or challenge facing their community today. Question 1 was presented in an open-ended manner, thereby allowing respondents to mention any issue or challenge that came to mind without being prompted by or constrained to a particular list of options. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 1 below.

**Question 1** *To begin, what would you say is the most important issue or challenge facing your community today?*

**FIGURE 1 MOST IMPORTANT ISSUE FACING COMMUNITY**

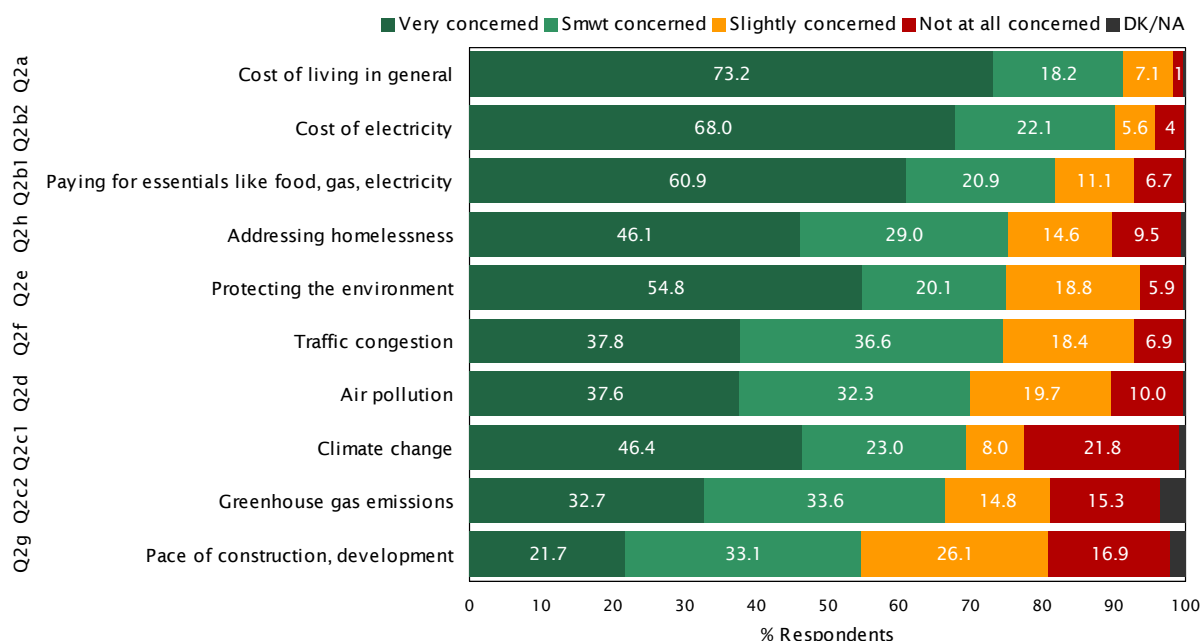


One-in-four respondents (25%) were unsure or could not think of any important issues or challenges facing their community. Among the specific responses, issues of cost and affordability dominated the top mentions. Overall, customers were most apt to cite the high cost of living/affordability (20%), high cost of electricity (11%), government/political issues (9%), high utility rates in general (5%), housing availability/affordability (4%), and climate change/environmental issues (4%) as the most important issue or challenge facing their community.

**RANKING OF ISSUES** Whereas Question 1 was administered in an open-ended manner to capture customers' top-of-mind response, Question 2 presented respondents with the list of issues shown in Figure 2 and asked customers to describe the extent to which they are concerned about each issue. Consistent with their open-ended responses, customers ranked cost-related issues as the most concerning, including cost of living in general (91% very or somewhat concerned), cost of electricity (90%), and paying for essentials like food, gas, and electricity (82%). Addressing homelessness (75%), protecting the environment (75%), and traffic congestion (74%) were at least somewhat concerning to three-quarters of respondents, whereas two-thirds rated air pollution (70%), climate change (69%), and greenhouse gas emissions (66%) as very or somewhat concerning. When compared to the other issues tested, CEA customers were less concerned about the pace of construction and development (55%).

**Question 2** *Next, I'm going to read a list of specific issues. For each one, please tell me how concerned you are about the issue.*

**FIGURE 2 RANKING ISSUES OF CONCERN**



For the interested reader, tables 1-6 display the percentage of customers who expressed being *very* concerned with an issue according to customer age, location, home type, home ownership, household income, ethnicity, customer type, gender, CARE status, and whether they have rooftop solar.<sup>1</sup> To ease comparisons, the top three issues within each subgroup are highlighted in green. With few exceptions, cost of living in general and cost of electricity were among the top three most concerning issues across CEA customer subgroups.

1. Demographic subgroups (age, ethnicity, home ownership, etc.) were constructed for residential customers only. CARE and Rooftop solar status was classified based on information in the customer database provided by CEA.

**TABLE 1 ISSUES OF CONCERN BY AGE (SHOWING % VERY CONCERNED)**

	Age (QD1)			
	Under 45	45 to 54	55 to 64	65 or older
Cost of living in general	84.6	89.8	67.0	63.2
Cost of electricity	63.5	87.7	60.3	69.6
Paying for essentials like food, gas, and electricity	68.8	74.1	56.4	57.4
Protecting the environment	52.1	57.7	50.7	64.4
Climate change	44.8	39.1	45.3	60.7
Addressing homelessness	33.1	61.9	35.6	48.4
Traffic congestion	25.0	42.0	30.1	38.3
Air pollution	21.7	23.1	39.4	50.9
Greenhouse gas emissions	25.1	15.6	50.7	43.4
The pace of construction and development	12.7	22.0	19.1	21.1

**TABLE 2 ISSUES OF CONCERN BY CUSTOMER CITY (SHOWING % VERY CONCERNED)**

	Customer City					
	Carlsbad	Escondido	Oceanside	San Marcos	Solana Beach / Del Mar	Vista
Cost of living in general	65.8	67.3	74.6	70.6	55.1	93.2
Cost of electricity	68.7	82.2	56.2	58.0	55.6	77.4
Paying for essentials like food, gas, and electricity	53.8	51.8	69.2	59.3	30.3	73.1
Protecting the environment	63.8	39.7	56.5	55.3	69.8	57.3
Climate change	56.4	49.1	33.9	47.9	70.8	47.9
Addressing homelessness	44.2	48.0	41.1	44.3	54.4	53.5
Traffic congestion	38.6	27.3	35.2	42.9	27.4	52.5
Air pollution	45.3	32.0	30.4	39.8	34.1	46.7
Greenhouse gas emissions	53.8	23.8	24.1	25.3	59.2	37.8
The pace of construction and development	20.5	19.8	21.0	25.8	13.3	24.6

**TABLE 3 ISSUES OF CONCERN BY HOME TYPE & OWNERSHIP STATUS (SHOWING % VERY CONCERNED)**

	Home Type (Q8)				Ownership Status (QD2)	
	Single family	Apartment	Condo/ Townhome	Mobile home	Own	Rent
Cost of living in general	68.1	83.0	85.7	92.2	70.9	80.6
Cost of electricity	63.6	63.4	78.3	87.1	64.2	76.5
Paying for essentials like food, gas, and electricity	58.5	70.4	72.8	79.3	61.3	64.2
Protecting the environment	52.4	65.3	57.0	56.8	54.8	58.6
Climate change	42.1	62.3	50.5	56.2	44.4	51.9
Addressing homelessness	43.6	51.8	40.1	62.6	43.1	52.2
Traffic congestion	39.5	39.7	30.0	17.1	38.2	36.3
Air pollution	36.9	34.1	35.2	49.0	40.9	32.1
Greenhouse gas emissions	35.6	27.2	25.4	40.7	35.9	28.1
The pace of construction and development	20.0	23.4	27.6	16.4	20.4	24.5

**TABLE 4 ISSUES OF CONCERN BY HOUSEHOLD INCOME (SHOWING % VERY CONCERNED)**

	Household Income (QD5)				
	<\$50K	\$50K to <\$99K	\$100K to <\$149K	\$150K to <\$199K	\$200K+
Cost of living in general	82.2	81.7	70.7	61.8	69.5
Cost of electricity	93.4	67.5	60.9	52.3	53.4
Paying for essentials like food, gas, and electricity	70.6	72.3	59.7	72.4	54.4
Protecting the environment	60.1	63.1	51.3	63.8	39.5
Climate change	51.2	48.5	47.5	57.2	38.6
Addressing homelessness	61.2	41.2	30.5	34.7	39.9
Traffic congestion	50.8	38.8	18.3	31.6	32.9
Air pollution	42.9	42.0	25.2	33.1	33.7
Greenhouse gas emissions	30.6	34.2	20.4	39.9	28.2
The pace of construction and development	26.3	15.7	19.1	25.4	15.4

**TABLE 5 ISSUES OF CONCERN BY ETHNICITY & CUSTOMER TYPE (SHOWING % VERY CONCERNED)**

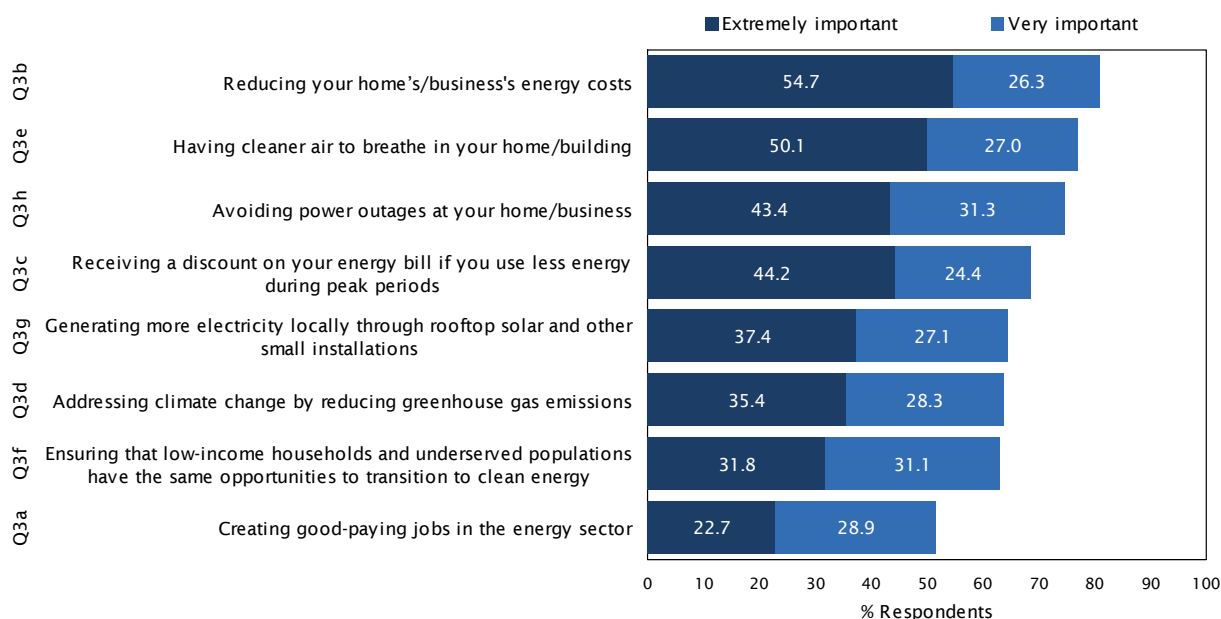
	Ethnicity (QD4)				Customer Type	
	Asian American	Caucasian / White	Latino / Hispanic	Mixed / Other	Residential	Commercial
Cost of living in general	80.5	65.8	86.5	81.2	74.4	64.9
Cost of electricity	65.9	62.1	75.6	83.6	66.9	74.8
Paying for essentials like food, gas, and electricity	68.3	48.5	78.0	83.2	63.4	42.5
Protecting the environment	48.4	53.9	62.7	57.9	55.1	52.6
Climate change	41.1	52.5	45.6	60.4	47.6	37.8
Addressing homelessness	39.9	43.7	52.0	50.3	45.3	51.8
Traffic congestion	40.7	35.6	40.8	44.7	37.5	40.3
Air pollution	56.4	37.3	34.4	33.2	36.9	42.7
Greenhouse gas emissions	52.3	40.6	12.4	26.6	31.6	40.0
The pace of construction and development	12.1	27.5	12.2	34.8	21.5	22.7

**TABLE 6 ISSUES OF CONCERN BY GENDER, CARE CUSTOMER IN DATABASE & ROOFTOP SOLAR CUSTOMER IN DATABASE (SHOWING % VERY CONCERNED)**

	Gender (QD3)		CARE Customer in Database		Rooftop Solar Customer in Database	
	Male	Female	Yes	No	Yes	No
Cost of living in general	72.5	76.0	87.4	69.0	70.1	74.6
Cost of electricity	64.5	68.3	74.8	66.3	59.6	72.2
Paying for essentials like food, gas, and electricity	67.8	58.1	72.9	56.9	59.1	61.7
Protecting the environment	50.4	58.2	59.2	53.5	60.4	52.2
Climate change	45.0	50.2	38.8	48.3	52.8	43.2
Addressing homelessness	43.2	48.7	56.7	43.0	49.4	44.6
Traffic congestion	38.4	36.2	44.4	35.9	45.6	34.3
Air pollution	37.5	37.5	33.4	38.9	43.6	34.9
Greenhouse gas emissions	36.2	26.3	27.8	34.4	39.5	30.0
The pace of construction and development	16.8	26.1	21.6	21.7	20.2	22.3

**IMPORTANCE OF ENERGY ISSUES & OBJECTIVES** Question 3 next narrowed customers' focus to the topic of energy, asking that they rate the importance of each energy issue or objective shown in Figure 3 to them/their business.

**Question 3** *Turning now to the topic of energy, I'm going to read a list of specific issues. For each one, please tell me how important this issue is to you/your business.*

**FIGURE 3 IMPORTANCE OF ENERGY ISSUES**


Among the issues tested, reducing their home's/business's energy costs was rated as the most important energy issue (81% extremely or very important), followed by having cleaner air to breathe in their home/building (77%), avoiding power outages at their home/business (75%), and receiving a discount on their energy bill if they use less energy during peak periods (69%). Issues that didn't tie directly back to a respondent's home or business were rated as somewhat less important, including generating more electricity locally through rooftop solar and other small installations (65%), addressing climate change by reducing greenhouse gas emissions (64%), ensuring that low-income households and underserved populations have the same opportunities to transition to clean energy (63%), and creating good-paying jobs in the energy sector (52%).

Tables 7-12 show how the percentage rating each issue as extremely or very important varied across CEA customer subgroups, with the top three issues in each subgroup highlighted green to ease comparisons.

**TABLE 7 IMPORTANCE OF ENERGY ISSUES BY AGE (SHOWING % EXTREMELY & VERY IMPORTANT)**

	Age (QD1)			
	Under 45	45 to 54	55 to 64	65 or older
Reducing your home's/business's energy costs	93.2	98.4	78.4	77.4
Having cleaner air to breathe in your home/building	84.0	82.9	71.9	85.8
Avoiding power outages at your home/business	79.7	71.6	71.2	77.0
Receiving a discount on your energy bill if you use less energy during peak periods	85.7	91.8	68.2	69.8
Generating more electricity locally through rooftop solar and other small installations	67.7	71.6	70.8	68.7
Addressing climate change by reducing greenhouse gas emissions	59.1	74.2	70.9	73.1
Ensuring that low-income hshlds, underserved populations have same opportunities to transition to clean energy	81.9	66.0	54.6	71.1
Creating good-paying jobs in the energy sector	53.5	69.3	49.2	53.5

**TABLE 8 IMPORTANCE OF ENERGY ISSUES BY CUSTOMER CITY (SHOWING % EXTREMELY & VERY IMPORTANT)**

	Customer City					
	Carlsbad	Escondido	Oceanside	San Marcos	Solana Beach / Del Mar	Vista
Reducing your home's/business's energy costs	84.0	83.7	77.6	78.9	64.4	85.1
Having cleaner air to breathe in your home/building	78.8	76.0	72.8	67.0	83.0	91.0
Avoiding power outages at your home/business	82.3	70.9	75.4	69.3	84.5	72.5
Receiving a discount on your energy bill if you use less energy during peak periods	70.8	68.2	71.3	60.7	60.6	71.6
Generating more electricity locally through rooftop solar and other small installations	67.7	63.8	65.7	64.7	68.3	59.1
Addressing climate change by reducing greenhouse gas emissions	67.2	59.6	62.4	54.6	68.3	74.4
Ensuring that low-income hshlds, underserved populations have same opportunities to transition to clean energy	58.2	66.3	65.8	54.0	45.8	71.4
Creating good-paying jobs in the energy sector	54.8	43.9	55.1	48.5	56.0	54.0

**TABLE 9 IMPORTANCE OF ENERGY ISSUES BY HOME TYPE & OWNERSHIP STATUS (SHOWING % EXTREMELY & VERY IMPORTANT)**

	Home Type (Q8)				Ownership Status (QD2)	
	Single family	Apartment	Condo/ Townhome	Mobile home	Own	Rent
Reducing your home's/business's energy costs	77.9	90.0	90.1	92.2	79.4	86.6
Having cleaner air to breathe in your home/building	76.8	84.2	84.3	82.5	76.6	81.1
Avoiding power outages at your home/business	77.6	62.9	81.7	48.6	77.5	72.1
Receiving a discount on your energy bill if you use less energy during peak periods	67.6	76.4	75.4	88.3	68.6	72.2
Generating more electricity locally through rooftop solar and other small installations	70.1	61.3	58.6	75.0	65.2	64.4
Addressing climate change by reducing greenhouse gas emissions	60.6	81.9	64.7	77.8	61.7	68.6
Ensuring that low-income hslds, underserved populations have same opportunities to transition to clean energy	57.6	85.5	68.8	80.5	61.8	70.5
Creating good-paying jobs in the energy sector	45.4	58.6	66.4	64.7	50.3	55.6

**TABLE 10 IMPORTANCE OF ENERGY ISSUES BY HOUSEHOLD INCOME (SHOWING % EXTREMELY & VERY IMPORTANT)**

	Household Income (QD5)				
	<\$50K	\$50K to <\$99K	\$100K to <\$149K	\$150K to <\$199K	\$200K+
Reducing your home's/business's energy costs	95.4	90.3	79.2	88.9	77.6
Having cleaner air to breathe in your home/building	88.5	86.9	76.1	83.7	66.4
Avoiding power outages at your home/business	73.1	87.0	63.6	88.5	68.1
Receiving a discount on your energy bill if you use less energy during peak periods	86.3	77.2	69.4	72.9	54.7
Generating more electricity locally through rooftop solar and other small installations	72.1	71.8	58.3	70.3	62.5
Addressing climate change by reducing greenhouse gas emissions	73.7	68.5	63.2	72.4	52.0
Ensuring that low-income hslds, underserved populations have same opportunities to transition to clean energy	86.0	75.3	64.1	64.1	45.2
Creating good-paying jobs in the energy sector	56.0	72.0	39.9	56.9	36.4

**TABLE 11 IMPORTANCE OF ENERGY ISSUES BY ETHNICITY & CUSTOMER TYPE (SHOWING % EXTREMELY & VERY IMPORTANT)**

	Ethnicity (QD4)				Customer Type	
	Asian American	Caucasian / White	Latino / Hispanic	Mixed / Other	Residential	Commercial
Reducing your home's/business's energy costs	74.3	78.8	90.6	97.5	82.6	69.5
Having cleaner air to breathe in your home/building	82.4	76.3	83.9	87.2	79.2	61.8
Avoiding power outages at your home/business	82.4	79.1	68.2	84.5	74.5	76.3
Receiving a discount on your energy bill if you use less energy during peak periods	75.7	63.7	87.6	86.8	71.2	50.8
Generating more electricity locally through rooftop solar and other small installations	66.9	69.7	68.0	56.5	66.3	52.5
Addressing climate change by reducing greenhouse gas emissions	67.1	67.1	68.5	64.1	65.6	50.3
Ensuring that low-income hslds, underserved populations have same opportunities to transition to clean energy	70.4	60.9	81.2	68.0	65.2	47.2
Creating good-paying jobs in the energy sector	45.7	50.4	59.1	64.1	52.6	44.7

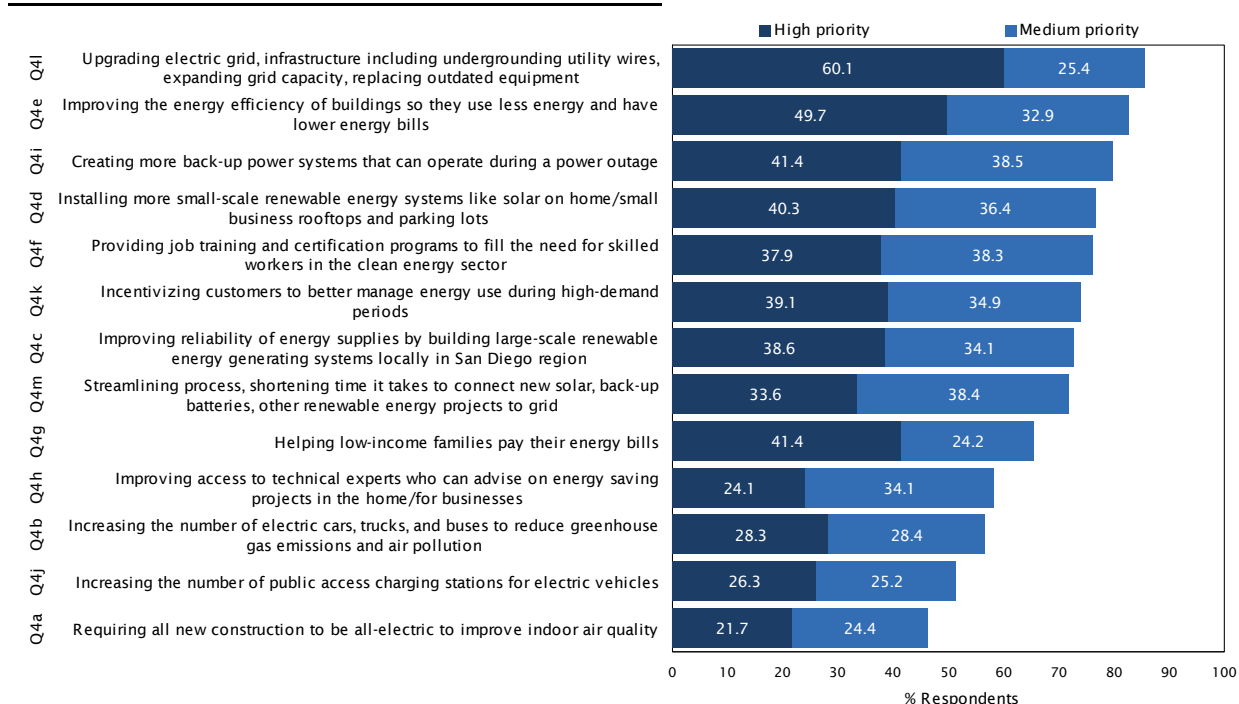
**TABLE 12 IMPORTANCE OF ENERGY ISSUES BY GENDER, CARE CUSTOMER IN DATABASE & ROOFTOP SOLAR CUSTOMER IN DATABASE (SHOWING % EXTREMELY & VERY IMPORTANT)**

	Gender (QD3)		CARE Customer in Database		Rooftop Solar Customer in Database	
	Male	Female	Yes	No	Yes	No
Reducing your home's/business's energy costs	81.5	84.4	91.0	78.0	76.5	83.0
Having cleaner air to breathe in your home/building	81.9	76.7	85.4	74.6	75.4	77.8
Avoiding power outages at your home/business	73.0	76.3	74.7	74.7	78.3	73.0
Receiving a discount on your energy bill if you use less energy during peak periods	68.4	76.3	82.4	64.6	70.0	68.0
Generating more electricity locally through rooftop solar and other small installations	68.2	65.4	62.4	65.2	80.6	57.2
Addressing climate change by reducing greenhouse gas emissions	62.6	67.8	69.4	62.0	68.7	61.4
Ensuring that low-income hshds, underserved populations have same opportunities to transition to clean energy	60.6	71.9	83.9	56.7	60.3	64.1
Creating good-paying jobs in the energy sector	45.7	61.7	65.4	47.5	52.6	51.1

**PRIORITY ENERGY INITIATIVES & ACTIONS** Having measured how CEA customers rank specific energy issues, Question 4 transitioned to a list of initiatives and actions that could be taken in the future. For each of the actions shown in Figure 4, customers were asked to identify whether the action should be a high, medium, or low priority for their community—or if they think the action should not be taken.

**Question 4** *Next, I'm going to read a short list of actions that could be taken in the future. As I read each item, please indicate whether you think it should be a high priority, medium priority, or low priority for your community. If you think the action shouldn't be taken, please indicate so. Also, please keep in mind that not all items can be high priorities.*

**FIGURE 4 PRIORITY ENERGY ACTIONS**



At the top of the list, customers assigned the highest priority to upgrading the electric grid and infrastructure including undergrounding utility wires, expanding grid capacity, and replacing outdated equipment (86% high or medium priority), followed by improving the energy efficiency of buildings so they use less energy and have lower energy bills (83%), creating more back-up power systems that can operate during a power outage (80%), installing more small-scale renewable energy systems like solar on home rooftops and parking lots (77%), and providing job training and certification programs to fill the need for skilled workers in the clean energy sector (76%).

At the other end of the spectrum, CEA customers were less inclined to prioritize requiring all new construction to be all-electric to improve indoor air quality (46%), increasing the number of public access charging stations for electric vehicles (52%), increasing the number of electric cars, trucks, and buses to reduce greenhouse gas emissions and air pollution (57%), and improving access to technical experts who can advise on energy saving projects in the home/for businesses (58%).

For the interested reader, tables 13-18 show how the percentage of respondents who rated each as a high or medium priority varied across CEA customer subgroups, with the top five priorities highlighted in green within each subgroup.

**TABLE 13 PRIORITY ENERGY ACTIONS BY AGE (SHOWING % HIGH OR MEDIUM PRIORITY)**

	Age (QD1)			
	Under 45	45 to 54	55 to 64	65 or older
Upgrading electric grid, infrastructure including undergrounding utility wires, expanding grid capacity, replacing outdated equipment	72.8	88.7	90.6	89.8
Improving the energy efficiency of buildings so they use less energy and have lower energy bills	85.7	81.3	81.7	90.8
Creating more back-up power systems that can operate during a power outage	80.7	80.1	80.1	82.2
Installing more small-scale renewable energy systems like solar on home/small business rooftops and parking lots	72.1	87.3	84.2	77.8
Providing job training and certification programs to fill the need for skilled workers in the clean energy sector	77.4	79.5	78.7	83.2
Incentivizing customers to better manage energy use during high-demand periods	75.9	84.7	79.5	81.8
Improving reliability of energy supplies by building large-scale renewable energy generating systems locally in San Diego region	70.9	85.1	77.7	74.4
Streamlining process, shortening time it takes to connect new solar, back-up batteries, other renewable energy projects to grid	61.9	81.5	87.6	74.3
Helping low-income families pay their energy bills	76.0	53.4	68.5	76.7
Improving access to technical experts who can advise on energy saving projects in the home/for businesses	61.4	64.1	58.8	65.6
Increasing the number of electric cars, trucks, and buses to reduce greenhouse gas emissions and air pollution	57.3	59.6	60.0	65.4
Increasing the number of public access charging stations for electric vehicles	42.6	57.8	50.9	58.9
Requiring all new construction to be all-electric to improve indoor air quality	57.3	44.5	43.3	52.2

**TABLE 14 PRIORITY ENERGY ACTIONS BY CUSTOMER CITY (SHOWING % HIGH OR MEDIUM PRIORITY)**

	Customer City					
	Carlsbad	Escondido	Oceanside	San Marcos	Solana Beach / Del Mar	Vista
Upgrading electric grid, infrastructure including undergrounding utility wires, expanding grid capacity, replacing outdated equipment	91.7	89.5	82.7	83.4	93.9	77.8
Improving the energy efficiency of buildings so they use less energy and have lower energy bills	84.4	82.6	83.2	74.9	95.4	83.9
Creating more back-up power systems that can operate during a power outage	89.7	85.1	74.4	69.4	86.9	78.7
Installing more small-scale renewable energy systems like solar on home/small business rooftops and parking lots	78.0	81.6	77.6	75.6	83.9	67.0
Providing job training and certification programs to fill the need for skilled workers in the clean energy sector	80.3	76.4	77.8	69.7	62.0	78.1
Incentivizing customers to better manage energy use during high-demand periods	79.9	72.2	75.4	64.5	82.1	74.7
Improving reliability of energy supplies by building large-scale renewable energy generating systems locally in San Diego region	90.2	70.1	62.0	76.1	76.8	68.8
Streamlining process, shortening time it takes to connect new solar, back-up batteries, other renewable energy projects to grid	80.5	69.1	71.7	66.4	66.6	72.8
Helping low-income families pay their energy bills	76.7	65.6	58.1	50.4	69.1	77.6
Improving access to technical experts who can advise on energy saving projects in the home/for businesses	62.2	60.2	55.4	47.6	72.2	62.0
Increasing the number of electric cars, trucks, and buses to reduce greenhouse gas emissions and air pollution	69.1	49.0	51.6	54.9	70.6	58.7
Increasing the number of public access charging stations for electric vehicles	58.0	46.9	50.6	47.6	58.9	53.0
Requiring all new construction to be all-electric to improve indoor air quality	49.8	46.4	45.2	37.8	54.2	48.8

**TABLE 15 PRIORITY ENERGY ACTIONS BY HOME TYPE & OWNERSHIP STATUS (SHOWING % HIGH OR MEDIUM PRIORITY)**

	Home Type (Q8)				Ownership Status (QD2)	
	Single family	Apartment	Condo/ Townhome	Mobile home	Own	Rent
Upgrading electric grid, infrastructure including undergrounding utility wires, expanding grid capacity, replacing outdated equipment	90.7	64.4	86.6	100.0	91.0	76.9
Improving the energy efficiency of buildings so they use less energy and have lower energy bills	81.2	86.3	88.3	92.2	82.6	84.6
Creating more back-up power systems that can operate during a power outage	77.9	77.4	85.2	91.4	81.6	79.8
Installing more small-scale renewable energy systems like solar on home/small business rooftops and parking lots	77.8	67.1	75.8	92.2	79.2	72.6
Providing job training and certification programs to fill the need for skilled workers in the clean energy sector	77.5	74.4	78.6	88.3	79.0	71.2
Incentivizing customers to better manage energy use during high-demand periods	73.1	77.2	80.3	81.0	75.4	72.9
Improving reliability of energy supplies by building large-scale renewable energy generating systems locally in San Diego region	71.4	72.0	74.1	74.7	72.0	75.5
Streamlining process, shortening time it takes to connect new solar, back-up batteries, other renewable energy projects to grid	76.6	59.3	64.5	87.5	75.9	64.9
Helping low-income families pay their energy bills	57.4	87.4	68.9	93.0	63.1	74.0
Improving access to technical experts who can advise on energy saving projects in the home/for businesses	54.9	58.0	62.3	80.5	59.7	57.4
Increasing the number of electric cars, trucks, and buses to reduce greenhouse gas emissions and air pollution	59.0	55.6	53.2	70.1	59.7	52.8
Increasing the number of public access charging stations for electric vehicles	51.6	46.0	53.7	71.9	54.6	45.6
Requiring all new construction to be all-electric to improve indoor air quality	40.9	65.2	41.5	57.6	43.3	54.4

**TABLE 16 PRIORITY ENERGY ACTIONS BY HOUSEHOLD INCOME (SHOWING % HIGH OR MEDIUM PRIORITY)**

	Household Income (QD5)				
	<\$50K	\$50K to <\$99K	\$100K to <\$149K	\$150K to <\$199K	\$200K+
Upgrading electric grid, infrastructure including undergrounding utility wires, expanding grid capacity, replacing outdated equipment	77.7	81.8	88.5	93.4	91.3
Improving the energy efficiency of buildings so they use less energy and have lower energy bills	84.9	82.4	87.0	82.5	77.8
Creating more back-up power systems that can operate during a power outage	81.0	72.3	82.8	91.2	74.0
Installing more small-scale renewable energy systems like solar on home/small business rooftops and parking lots	80.5	73.8	74.4	88.5	62.5
Providing job training and certification programs to fill the need for skilled workers in the clean energy sector	81.4	79.4	75.2	76.8	67.3
Incentivizing customers to better manage energy use during high-demand periods	82.6	73.8	77.5	81.5	75.1
Improving reliability of energy supplies by building large-scale renewable energy generating systems locally in San Diego region	72.3	73.0	69.3	80.2	77.1
Streamlining process, shortening time it takes to connect new solar, back-up batteries, other renewable energy projects to grid	66.3	67.2	74.0	87.9	77.4
Helping low-income families pay their energy bills	82.4	64.0	67.1	68.2	49.9
Improving access to technical experts who can advise on energy saving projects in the home/for businesses	79.1	53.2	56.2	56.4	39.8
Increasing the number of electric cars, trucks, and buses to reduce greenhouse gas emissions and air pollution	58.1	53.9	53.4	69.1	62.8
Increasing the number of public access charging stations for electric vehicles	50.3	42.5	54.0	65.7	57.9
Requiring all new construction to be all-electric to improve indoor air quality	64.1	45.2	47.4	45.5	28.3

**TABLE 17 PRIORITY ENERGY ACTIONS BY ETHNICITY & CUSTOMER TYPE (SHOWING % HIGH OR MEDIUM PRIORITY)**

	Ethnicity (QD4)				Customer Type	
	Asian American	Caucasian / White	Latino / Hispanic	Mixed / Other	Residential	Commercial
Upgrading electric grid, infrastructure including undergrounding utility wires, expanding grid capacity, replacing outdated equipment	86.9	91.7	76.2	89.7	85.0	88.6
Improving the energy efficiency of buildings so they use less energy and have lower energy bills	91.5	84.6	85.6	81.2	83.6	76.2
Creating more back-up power systems that can operate during a power outage	82.9	82.9	78.6	82.9	79.5	82.6
Installing more small-scale renewable energy systems like solar on home/small business rooftops and parking lots	67.7	80.5	73.5	69.9	76.1	81.1
Providing job training and certification programs to fill the need for skilled workers in the clean energy sector	74.1	76.3	82.5	86.4	77.6	66.6
Incentivizing customers to better manage energy use during high-demand periods	83.7	79.1	79.4	67.2	75.2	66.2
Improving reliability of energy supplies by building large-scale renewable energy generating systems locally in San Diego region	86.9	76.5	68.8	79.6	72.2	76.0
Streamlining process, shortening time it takes to connect new solar, back-up batteries, other renewable energy projects to grid	75.7	77.4	67.2	66.6	71.7	73.9
Helping low-income families pay their energy bills	59.3	66.8	74.4	59.6	66.3	60.4
Improving access to technical experts who can advise on energy saving projects in the home/for businesses	54.6	57.2	67.4	50.1	57.7	61.6
Increasing the number of electric cars, trucks, and buses to reduce greenhouse gas emissions and air pollution	56.7	60.9	62.4	50.1	57.3	52.0
Increasing the number of public access charging stations for electric vehicles	52.4	55.0	56.4	27.8	51.6	50.7
Requiring all new construction to be all-electric to improve indoor air quality	46.0	46.7	53.1	51.9	45.9	47.6

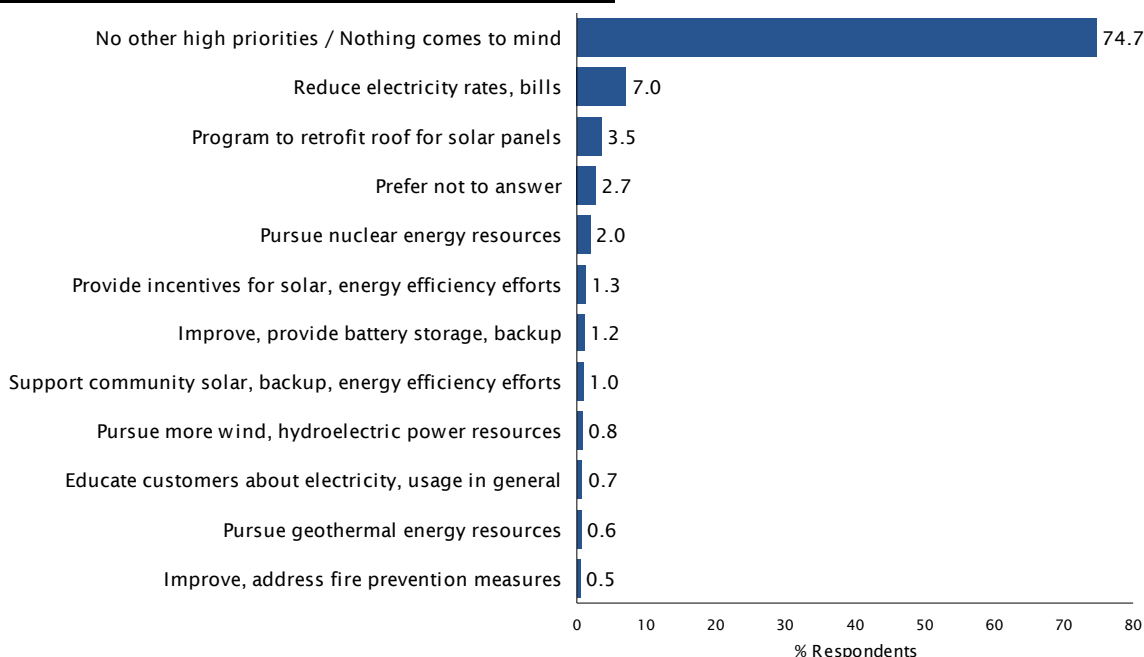
**TABLE 18 PRIORITY ENERGY ACTIONS BY GENDER, CARE CUSTOMER IN DATABASE & ROOFTOP SOLAR CUSTOMER IN DATABASE (SHOWING % HIGH OR MEDIUM PRIORITY)**

	Gender (QD3)		CARE Customer in Database		Rooftop Solar Customer in Database	
	Male	Female	Yes	No	Yes	No
Upgrading electric grid, infrastructure including undergrounding utility wires, expanding grid capacity, replacing outdated equipment	91.6	78.9	73.5	89.0	90.2	83.3
Improving the energy efficiency of buildings so they use less energy and have lower energy bills	84.9	82.2	77.8	84.1	81.7	83.1
Creating more back-up power systems that can operate during a power outage	79.9	79.3	80.5	79.7	80.3	79.7
Installing more small-scale renewable energy systems like solar on home/small business rooftops and parking lots	79.4	73.0	77.3	76.5	85.8	72.6
Providing job training and certification programs to fill the need for skilled workers in the clean energy sector	76.0	80.2	80.9	74.9	80.3	74.4
Incentivizing customers to better manage energy use during high-demand periods	80.1	73.7	76.3	73.4	76.4	73.0
Improving reliability of energy supplies by building large-scale renewable energy generating systems locally in San Diego region	79.8	62.9	68.6	73.8	75.4	71.4
Streamlining process, shortening time it takes to connect new solar, back-up batteries, other renewable energy projects to grid	76.6	66.9	67.4	73.3	80.8	67.9
Helping low-income families pay their energy bills	64.3	69.1	74.9	62.8	57.1	69.4
Improving access to technical experts who can advise on energy saving projects in the home/for businesses	58.2	60.2	65.8	56.0	57.9	58.4
Increasing the number of electric cars, trucks, and buses to reduce greenhouse gas emissions and air pollution	66.8	47.0	55.0	57.1	62.8	53.8
Increasing the number of public access charging stations for electric vehicles	58.6	42.1	55.7	50.2	58.4	48.3
Requiring all new construction to be all-electric to improve indoor air quality	50.9	40.8	46.6	46.0	47.7	45.4

Recognizing that the list of items in Question 4 was not exhaustive, Question 5 followed-up by providing respondents with the opportunity to identify any energy-related project or program not previously mentioned that they think should be a high priority for their community. Most respondents (75%) did not suggest an additional priority, while 7% mentioned reducing electricity rates/costs and 4% mentioned a program to retrofit roofs for solar panels.

**Question 5** *Is there an energy-related project or program not previously mentioned that you think should be a high priority for your community?*

**FIGURE 5 OTHER HIGH PRIORITY ENERGY-RELATED PROJECTS OR PROGRAMS**



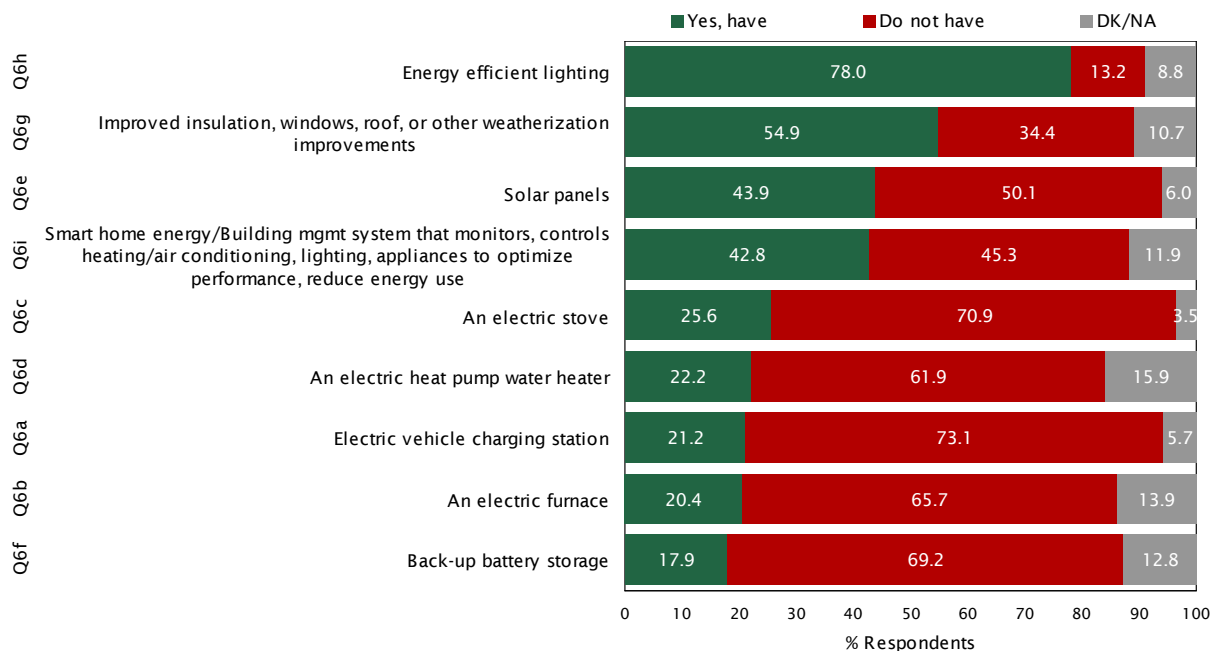
## ENERGY IMPROVEMENTS & PROGRAMS

Having measured CEA customer's opinions and priorities with respect to energy issues and initiatives that can impact their community (see prior section), beginning with Question 6 the survey shifted focus to customer-specific topics—including the energy improvements they have made to their home/business building, their awareness of various energy-related programs, as well as their interest in said programs.

**ENERGY IMPROVEMENTS AT HOME/BUSINESS** The first question in this series simply asked respondents to identify the types of energy improvements that are present in their current home/business building. As shown in Figure 6 below, most customers reported their home/business uses energy efficient lighting (78%) and has weatherization improvements such as improved insulation, windows, and/or roof (55%). Approximately four-in-ten customers also indicated their home/building has solar panels (44%) and a smart home energy/building management system that monitors and controls heating/air conditioning, lighting and appliances to optimize performance and reduce energy use (43%). The remaining improvements were far less common, including an electric stove (26%), electric heat pump water heater (22%), EV charging station (21%), electric furnace (20%), and back-up battery storage (18%).

**Question 6** *Next, I'm going to read a list of energy improvements that can be made to a home/building. For each, please say 'yes' if your current home/business' building has this improvement - 'no' if not.*

FIGURE 6 ENERGY IMPROVEMENTS AT HOME/BUSINESS



Tables 19-24 show how the presence of each improvement in their home/business varied across subgroups of CEA customers, with the top three most common improvements highlighted in green within each subgroup.

**TABLE 19 ENERGY IMPROVEMENTS AT HOME/BUSINESS BY AGE (SHOWING % YES)**

	Age (QD1)			
	Under 45	45 to 54	55 to 64	65 or older
Energy efficient lighting	72.8	89.5	86.7	83.6
Improved insulation, windows, roof, or other weatherization improvements	57.0	58.7	58.4	65.3
Solar panels	28.2	71.1	60.1	44.8
Smart home energy/Building mgmt system that monitors, controls heating/AC, lighting, appliances to optimize performance, reduce energy use	34.5	65.6	52.8	40.6
An electric stove	21.7	25.8	22.6	27.5
An electric heat pump water heater	17.9	27.7	19.6	18.5
Electric vehicle charging station	15.1	36.0	33.9	21.4
An electric furnace	12.8	26.1	25.2	18.1
Back-up battery storage	18.9	31.0	17.5	13.7

**TABLE 20 ENERGY IMPROVEMENTS AT HOME/BUSINESS BY CUSTOMER CITY SHOWING % YES)**

	Customer City					
	Carlsbad	Escondido	Oceanside	San Marcos	Solana Beach / Del Mar	Vista
Energy efficient lighting	80.2	74.4	75.6	74.6	84.4	85.7
Improved insulation, windows, roof, or other weatherization improvements	55.6	52.2	53.9	53.6	42.7	63.2
Solar panels	54.1	46.0	42.3	43.7	53.3	30.2
Smart home energy/Building mgmt system that monitors, controls heating/AC, lighting, appliances to optimize performance, reduce energy use	55.3	44.5	38.6	51.8	34.7	26.8
An electric stove	21.5	26.5	31.5	14.5	30.8	28.8
An electric heat pump water heater	24.1	15.6	20.1	11.3	28.7	40.4
Electric vehicle charging station	39.5	15.0	18.5	24.9	22.4	9.1
An electric furnace	22.5	18.3	24.2	15.1	40.3	14.7
Back-up battery storage	21.6	18.7	16.6	18.7	19.3	13.9

**TABLE 21 ENERGY IMPROVEMENTS AT HOME/BUSINESS BY HOME TYPE & OWNERSHIP STATUS (SHOWING % YES)**

	Home Type (Q8)				Ownership Status (QD2)	
	Single family	Apartment	Condo/ Townhome	Mobile home	Own	Rent
Energy efficient lighting	88.9	52.2	78.9	69.3	87.0	57.2
Improved insulation, windows, roof, or other weatherization improvements	68.0	35.6	50.2	70.4	64.9	31.9
Solar panels	64.4	20.7	23.5	13.6	55.3	18.8
Smart home energy/Building mgmt system that monitors, controls heating/AC, lighting, appliances to optimize performance, reduce energy use	58.0	14.8	37.5	17.2	52.6	21.8
An electric stove	18.2	50.1	39.8	8.6	21.4	35.5
An electric heat pump water heater	20.0	27.4	16.4	0.0	20.8	27.5
Electric vehicle charging station	24.8	12.3	20.0	13.2	24.1	13.9
An electric furnace	19.2	16.7	23.4	0.0	21.7	16.9
Back-up battery storage	22.1	11.5	12.0	10.5	20.6	9.9

**TABLE 22 ENERGY IMPROVEMENTS AT HOME/BUSINESS BY HOUSEHOLD INCOME SHOWING % YES)**

	Household Income (QD5)				
	<\$50K	\$50K to <\$99K	\$100K to <\$149K	\$150K to <\$199K	\$200K+
Energy efficient lighting	73.6	72.0	82.0	91.7	90.1
Improved insulation, windows, roof, or other weatherization improvements	49.0	65.3	50.2	74.6	65.2
Solar panels	37.5	38.0	41.4	67.8	67.0
Smart home energy/Building mgmt system that monitors, controls heating/AC, lighting, appliances to optimize performance, reduce energy use	30.1	39.2	30.1	69.0	68.4
An electric stove	28.3	29.3	25.5	23.4	26.1
An electric heat pump water heater	24.5	18.5	12.0	15.0	23.4
Electric vehicle charging station	9.4	19.4	18.2	33.0	43.1
An electric furnace	20.3	16.0	25.4	20.3	17.4
Back-up battery storage	14.1	23.5	14.4	22.2	27.0

**TABLE 23 ENERGY IMPROVEMENTS AT HOME/BUSINESS BY ETHNICITY & CUSTOMER TYPE**

	Ethnicity (QD4)				Customer Type	
	Asian American	Caucasian / White	Latino / Hispanic	Mixed / Other	Residential	Commercial
Energy efficient lighting	96.0	81.2	77.3	70.0	79.6	66.8
Improved insulation, windows, roof, or other weatherization improvements	55.4	62.0	58.2	64.1	59.2	25.2
Solar panels	45.5	45.6	52.8	33.7	47.0	22.5
Smart home energy/Building mgmt system that monitors, controls heating/AC, lighting, appliances to optimize performance, reduce energy use	56.0	43.3	44.2	30.9	44.7	29.6
An electric stove	37.6	25.8	25.9	51.7	27.3	14.4
An electric heat pump water heater	27.7	14.4	26.0	28.6	19.7	39.4
Electric vehicle charging station	28.3	23.3	17.8	24.1	21.8	17.2
An electric furnace	21.1	17.8	22.0	20.8	19.3	27.8
Back-up battery storage	20.6	12.5	23.9	17.5	18.4	14.4

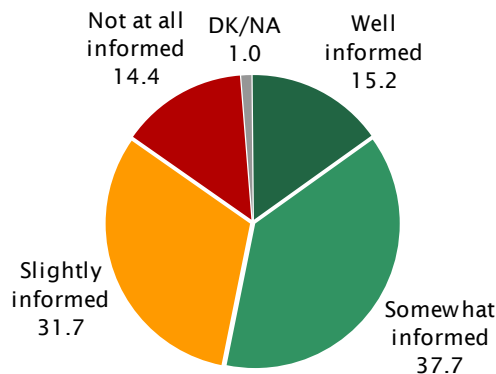
**TABLE 24 ENERGY IMPROVEMENTS AT HOME/BUSINESS BY GENDER, CARE CUSTOMER IN DATABASE & ROOFTOP SOLAR CUSTOMER IN DATABASE (SHOWING % YES)**

	Gender (QD3)		CARE Customer in Database		Rooftop Solar Customer in Database	
	Male	Female	Yes	No	Yes	No
Energy efficient lighting	92.9	64.1	75.9	78.6	88.3	73.3
Improved insulation, windows, roof, or other weatherization improvements	66.3	53.0	57.0	54.3	69.6	48.2
Solar panels	60.7	33.3	38.5	45.5	95.1	20.5
Smart home energy/Building mgmt system that monitors, controls heating/AC, lighting, appliances to optimize performance, reduce energy use	56.2	33.3	39.5	43.8	64.5	32.9
An electric stove	25.9	30.6	35.6	22.7	19.2	28.6
An electric heat pump water heater	24.9	14.8	26.5	20.9	16.5	24.8
Electric vehicle charging station	30.4	12.7	14.6	23.1	33.1	15.8
An electric furnace	20.1	16.6	19.1	20.8	17.9	21.6
Back-up battery storage	22.7	14.2	21.8	16.8	23.3	15.4

**HOW INFORMED DO YOU FEEL?** All customers were next asked to describe how informed they felt about the programs and services that are available to help residents/businesses with energy-related improvements. Most customers indicated they felt either well-informed (15%) or somewhat informed (38%) about the available programs and services, whereas one-third described themselves as slightly informed (32%). Approximately 14% of CEA customers indicated they are not at all informed about the programs and services that are available to help customers with energy-related improvements, whereas 1% were unsure or preferred to not answer the question.

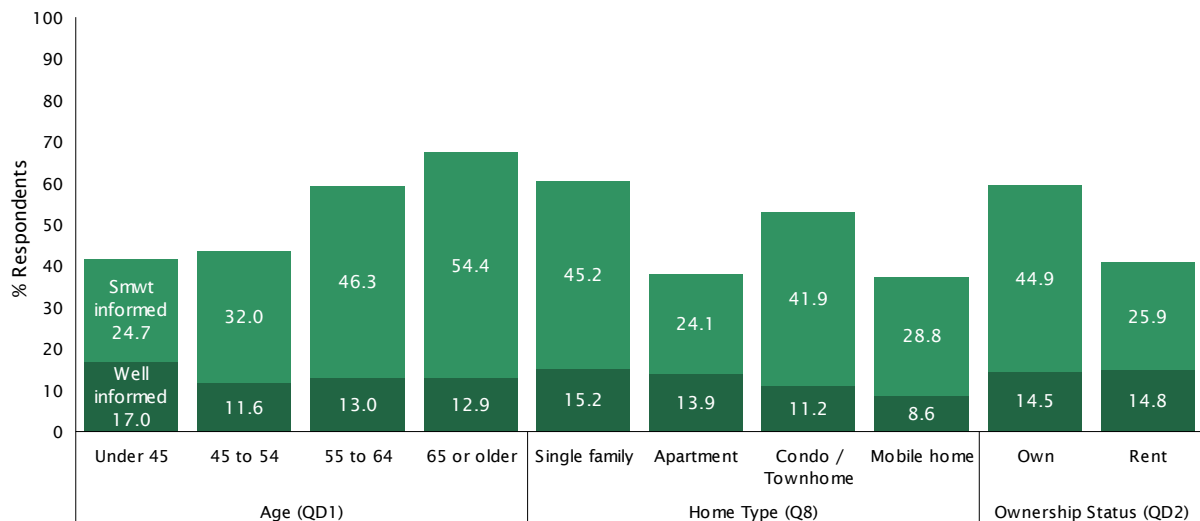
**Question 7** *In general, how informed do you feel about the programs and services that are available to help residents/businesses with energy-related improvements? Would you say you feel well informed, somewhat informed, slightly informed, or not at all informed?*

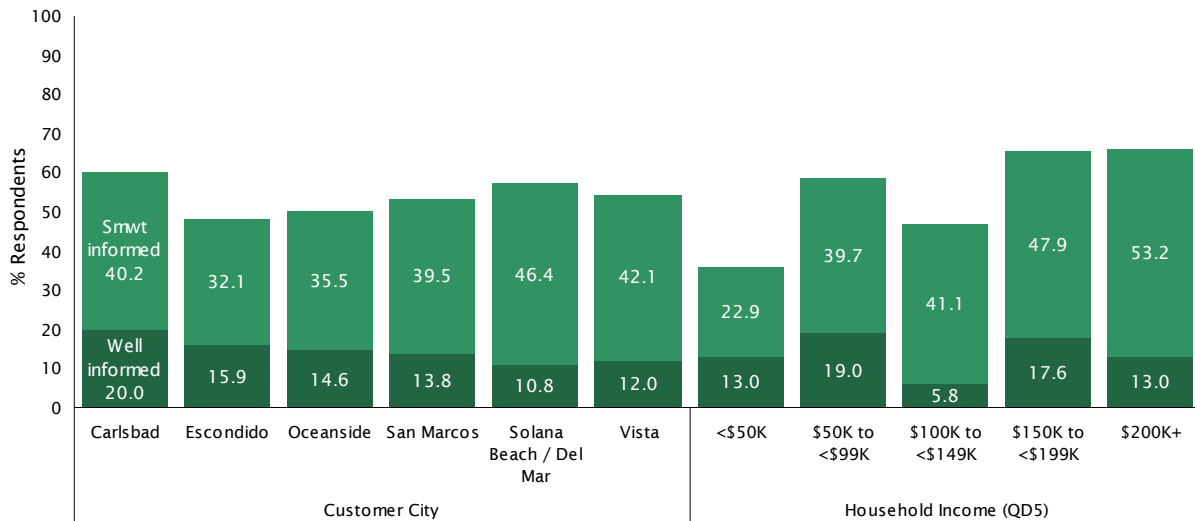
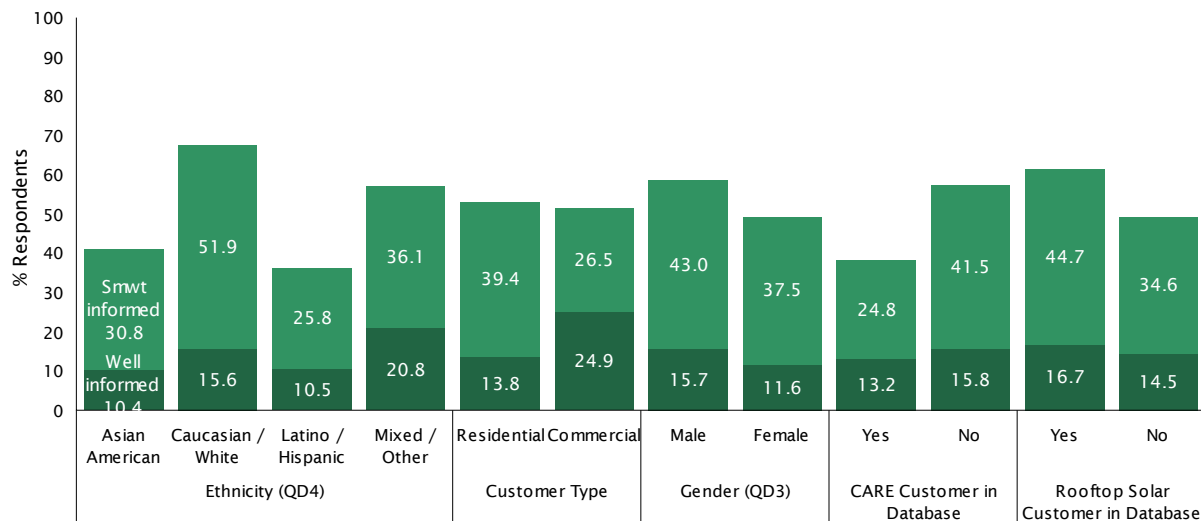
**FIGURE 7 HOW INFORMED ABOUT ENERGY-RELATED PROGRAMS**



When compared to their respective counterparts, seniors, those living in single family homes, home owners, residents of Carlsbad, high-income households, Caucasians, males, those not enrolled in the CARE program, and customers with rooftop solar were the most likely to describe themselves as at least somewhat informed about the programs and services available to help customers with energy-related improvements (see figures 8-10).

**FIGURE 8 HOW INFORMED ABOUT ENERGY-RELATED PROGRAMS BY AGE, HOME TYPE & OWNERSHIP STATUS**



**FIGURE 9 HOW INFORMED ABOUT ENERGY-RELATED PROGRAMS BY CUSTOMER CITY & HOUSEHOLD INCOME****FIGURE 10 HOW INFORMED ABOUT ENERGY-RELATED PROGRAMS BY ETHNICITY, CUSTOMER TYPE, GENDER, CARE CUSTOMER IN DATABASE & ROOFTOP SOLAR CUSTOMER IN DATABASE**

**AWARENESS OF SPECIFIC PROGRAMS** Regardless of how informed customers felt about the availability of energy improvement programs in Question 8, Question 9 presented respondents with a list of 10 specific programs and asked if they were aware of each program prior to taking the survey.<sup>2</sup> Most CEA customers indicated they were aware of discounted rates for energy used during off-peak hours (79%), discounted rates for low-income households (67%), and rebates/incentives to install solar panels and battery storage (61%) prior to taking the survey (see Figure 11). Approximately four-in-ten customers were aware of rebates/incentives to make energy-efficiency improvements to your home/business, such as improved insulation and windows (46%) and to install energy efficient lighting, appliances, and equipment (44%), discounted

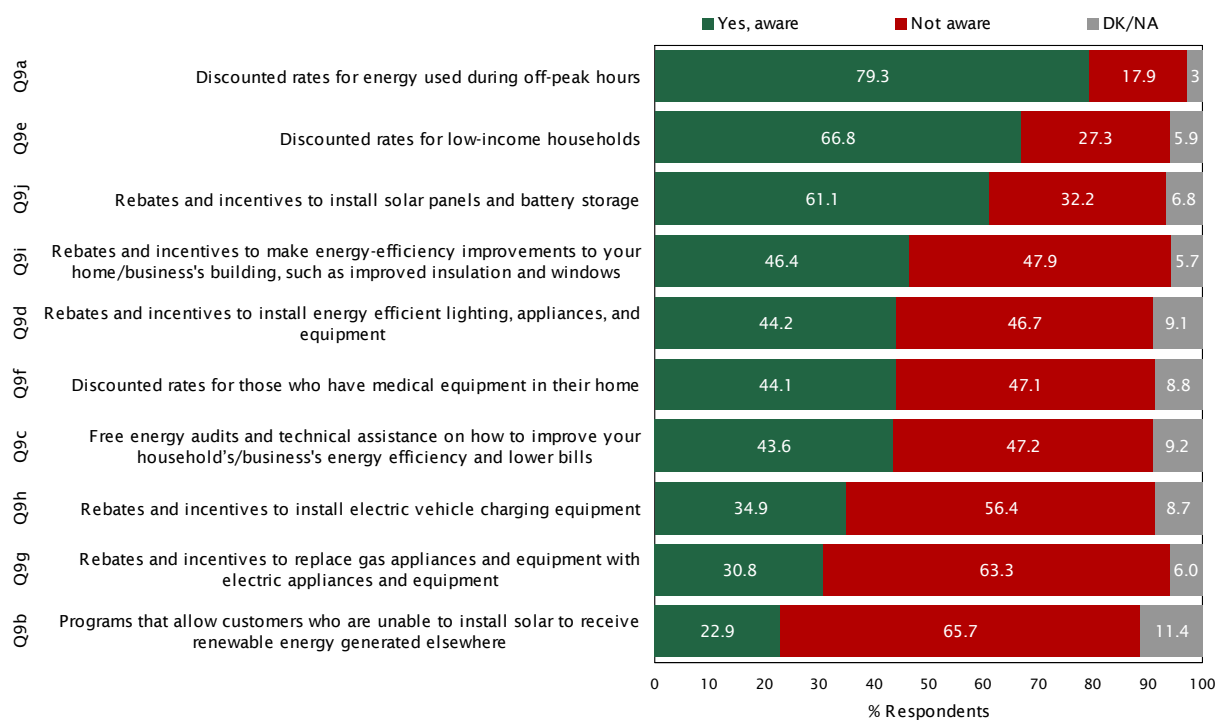
2. Programs that only apply to single family homes, condominiums, or townhomes were only asked of customers residing in these types of homes. Similarly, programs that do not apply to commercial customers were not asked of this group.

rates for those who have medical equipment in their home (44%), and free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills (44%).

When compared to the other programs tested, CEA customers were less aware of rebates/incentives to install electric vehicle charging equipment (35%), rebates and incentives to replace gas appliances and equipment with electric appliances and equipment (31%), and programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere (23%). Tables 25-30 show how awareness of each program varied among CEA customer sub-groups, with the top three programs highlighted in green for each subgroup.

**Question 9** *As I read the following list of programs that may be available in your community, please indicate if you were aware of the program's existence prior to taking the survey.*

**FIGURE 11 AWARENESS OF PROGRAMS**



**TABLE 25 AWARENESS OF PROGRAMS BY AGE (SHOWING % AWARE)**

	Age (QD1)			
	Under 45	45 to 54	55 to 64	65 or older
Discounted rates for energy used during off-peak hours	80.3	79.1	85.1	82.1
Discounted rates for low-income households	73.0	67.9	69.1	67.9
Rebates and incentives to install solar panels and battery storage	55.9	54.8	65.3	64.5
Rebates and incentives to make energy-efficiency improvements to your home/business's building, such as improved insulation and windows	32.8	44.8	42.8	57.8
Rebates and incentives to install energy efficient lighting, appliances, and equipment	46.4	23.2	53.3	49.6
Discounted rates for those who have medical equipment in their home	32.5	26.2	57.5	53.7
Free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills	28.4	37.1	54.7	51.0
Rebates and incentives to install electric vehicle charging equipment	58.0	21.9	42.2	35.5
Rebates and incentives to replace gas appliances and equipment with electric appliances and equipment	41.7	21.6	28.0	32.4
Programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere	40.8	15.7	31.3	17.3

**TABLE 26 AWARENESS OF PROGRAMS BY CUSTOMER CITY (SHOWING % AWARE)**

	Customer City					
	Carlsbad	Escondido	Oceanside	San Marcos	Solana Beach / Del Mar	Vista
Discounted rates for energy used during off-peak hours	81.7	75.5	85.3	75.4	77.4	75.8
Discounted rates for low-income households	64.8	69.9	61.1	71.3	55.9	72.4
Rebates and incentives to install solar panels and battery storage	67.1	71.3	60.6	56.3	73.1	40.1
Rebates and incentives to make energy-efficiency improvements to your home/business's building, such as improved insulation and windows	46.5	44.9	43.7	59.8	57.7	36.1
Rebates and incentives to install energy efficient lighting, appliances, and equipment	48.7	49.5	42.2	48.2	53.5	29.5
Discounted rates for those who have medical equipment in their home	43.7	43.2	43.1	43.1	36.9	49.3
Free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills	53.3	41.7	44.4	44.5	72.7	26.2
Rebates and incentives to install electric vehicle charging equipment	28.0	47.9	34.6	35.5	52.1	20.8
Rebates and incentives to replace gas appliances and equipment with electric appliances and equipment	23.0	35.9	29.1	35.2	55.0	25.7
Programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere	28.3	23.7	22.0	27.7	21.6	13.4

**TABLE 27 AWARENESS OF PROGRAMS BY HOME TYPE & OWNERSHIP STATUS (SHOWING % AWARE)**

	Home Type (Q8)				Ownership Status (QD2)	
	Single family	Apartment	Condo/Townhome	Mobile home	Own	Rent
Discounted rates for energy used during off-peak hours	89.0	65.7	82.5	25.0	85.6	70.5
Discounted rates for low-income households	68.7	67.7	61.8	82.1	70.6	62.2
Rebates and incentives to install solar panels and battery storage	68.2	0.0	45.4	0.0	64.2	44.9
Rebates and incentives to make energy-efficiency improvements to your home/business's building, such as improved insulation and windows	49.2	0.0	48.8	0.0	47.6	37.0
Rebates and incentives to install energy efficient lighting, appliances, and equipment	47.7	23.4	48.1	20.3	49.5	30.6
Discounted rates for those who have medical equipment in their home	43.1	41.6	49.8	65.0	45.4	41.4
Free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills	47.3	31.9	46.1	11.7	47.9	33.8
Rebates and incentives to install electric vehicle charging equipment	37.9	0.0	31.2	0.0	36.0	27.0
Rebates and incentives to replace gas appliances and equipment with electric appliances and equipment	31.1	0.0	29.8	0.0	31.7	22.4
Programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere	24.3	18.3	26.5	13.2	24.0	19.1

**TABLE 28 AWARENESS OF PROGRAMS BY HOUSEHOLD INCOME (SHOWING % AWARE)**

	Household Income (QD5)				
	<\$50K	\$50K to <\$99K	\$100K to <\$149K	\$150K to <\$199K	\$200K+
Discounted rates for energy used during off-peak hours	66.7	79.4	88.3	94.1	87.2
Discounted rates for low-income households	66.2	72.7	63.0	62.7	69.4
Rebates and incentives to install solar panels and battery storage	52.6	59.4	68.6	67.7	65.3
Rebates and incentives to make energy-efficiency improvements to your home/business's building, such as improved insulation and windows	42.4	30.2	56.9	63.5	49.4
Rebates and incentives to install energy efficient lighting, appliances, and equipment	27.5	42.1	53.1	56.3	53.4
Discounted rates for those who have medical equipment in their home	36.1	51.2	39.4	44.9	46.7
Free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills	29.8	40.3	49.8	48.3	49.1
Rebates and incentives to install electric vehicle charging equipment	28.3	34.5	32.9	30.5	42.0
Rebates and incentives to replace gas appliances and equipment with electric appliances and equipment	16.9	25.5	38.3	28.0	38.6
Programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere	15.5	19.0	34.3	28.5	21.7

**TABLE 29 AWARENESS OF PROGRAMS BY ETHNICITY & CUSTOMER TYPE (SHOWING % AWARE)**

	Ethnicity (QD4)				Customer Type	
	Asian American	Caucasian / White	Latino / Hispanic	Mixed / Other	Residential	Commercial
Discounted rates for energy used during off-peak hours	96.0	86.9	73.1	76.5	80.0	74.3
Discounted rates for low-income households	55.7	71.9	60.6	69.1	66.8	0.0
Rebates and incentives to install solar panels and battery storage	39.2	70.7	49.2	47.2	62.5	53.5
Rebates and incentives to make energy-efficiency improvements to your home/business's building, such as improved insulation and windows	34.6	54.1	35.1	44.2	49.1	32.1
Rebates and incentives to install energy efficient lighting, appliances, and equipment	36.6	51.5	36.5	34.0	43.1	51.7
Discounted rates for those who have medical equipment in their home	40.1	53.5	27.8	54.2	44.1	0.0
Free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills	51.3	51.5	23.1	47.2	42.6	50.5
Rebates and incentives to install electric vehicle charging equipment	34.6	36.7	24.8	35.3	36.2	28.0
Rebates and incentives to replace gas appliances and equipment with electric appliances and equipment	35.4	30.3	30.2	15.7	30.7	30.8
Programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere	16.5	24.6	18.9	10.3	22.9	22.8

**TABLE 30 AWARENESS OF PROGRAMS BY GENDER, CARE CUSTOMER IN DATABASE & ROOFTOP SOLAR CUSTOMER IN DATABASE (SHOWING % AWARE)**

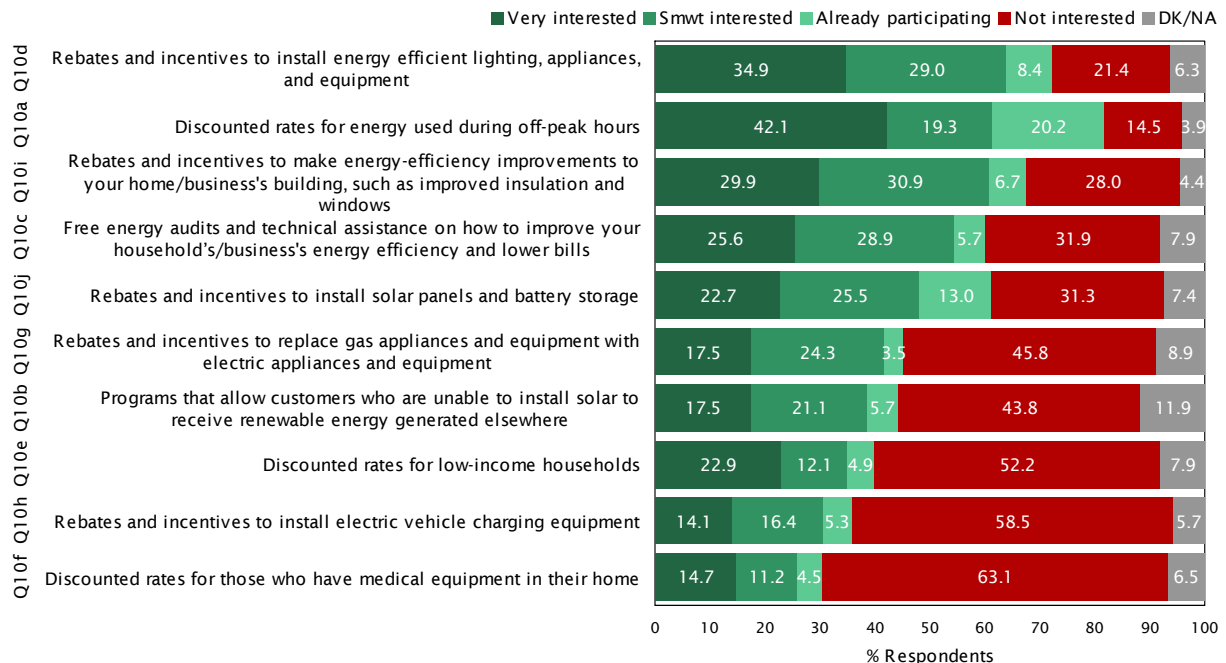
	Gender (QD3)		CARE Customer in Database		Rooftop Solar Customer in Database	
	Male	Female	Yes	No	Yes	No
Discounted rates for energy used during off-peak hours	81.7	77.8	71.0	81.7	86.2	76.1
Discounted rates for low-income households	64.8	68.8	76.6	63.3	62.8	69.0
Rebates and incentives to install solar panels and battery storage	64.1	59.7	49.2	63.1	76.9	51.4
Rebates and incentives to make energy-efficiency improvements to your home/business's building, such as improved insulation and windows	50.1	44.9	35.0	48.4	51.9	43.0
Rebates and incentives to install energy efficient lighting, appliances, and equipment	44.2	42.2	29.0	48.7	45.0	43.8
Discounted rates for those who have medical equipment in their home	41.3	46.9	46.3	43.3	35.1	49.0
Free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills	40.3	44.5	30.2	47.6	49.9	40.8
Rebates and incentives to install electric vehicle charging equipment	38.1	30.2	17.1	38.0	37.1	33.6
Rebates and incentives to replace gas appliances and equipment with electric appliances and equipment	27.8	31.4	19.7	32.7	27.1	33.0
Programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere	24.3	18.8	12.0	26.1	20.5	24.0

**INTEREST IN PROGRAMS** Irrespective of their prior awareness of the programs, all respondents were next asked how *interested* their household or business would be in participating in the same list of programs. As shown in Figure 12 below, CEA customers expressed the greatest interest in rebates and incentives to install energy efficient lighting, appliances, and equipment (64% very or somewhat interested), discounted rates for energy used during off-peak hours (61%), and rebates and incentives to make energy-efficient improvements to their home/business's building, such as improved insulation and windows (61%). Free energy audits and technical assistance on how to improve their household's/business's energy efficiency and lower bills (55%) and rebates and incentives to install solar panels and batter storage (48%) were also popular with many customers.

At the other end of the spectrum, programs that had a narrow target audience or purpose tended to garner less interest, including discounted rates for those who have medical equipment in their home (26%), rebates and incentives to install electric vehicle charging equipment (31%), and discounted rates for low-income households (35%).

**Question 10** *For the same list of programs, please indicate how interested your household/business would be in participating in the program. If your household/business is already participating in the program, please indicate so.*

**FIGURE 12 INTEREST IN PROGRAMS**



Tables 31-36 show how interest in each program varied across subgroups of CEA customers, with the top three programs of interest within each subgroup highlighted in green to ease comparisons.

**TABLE 31 INTEREST IN PROGRAMS BY AGE (SHOWING % VERY OR SOMEWHAT INTERESTED)**

	Age (QD1)			
	Under 45	45 to 54	55 to 64	65 or older
Rebates and incentives to install energy efficient lighting, appliances, equipment	87.8	77.6	65.4	58.2
Discounted rates for energy used during off-peak hours	79.5	71.2	51.7	54.5
Rebates and incentives to make energy-efficiency improvements to your home/business's building, such as improved insulation and windows	90.8	69.3	68.4	52.6
Free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills	70.0	58.8	60.6	59.0
Rebates and incentives to install solar panels and battery storage	53.8	68.5	60.9	37.9
Rebates and incentives to replace gas appliances and equipment with electric appliances and equipment	42.6	52.4	48.3	47.2
Programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere	55.0	32.5	28.6	42.7
Discounted rates for low-income households	64.3	34.8	19.1	36.9
Rebates and incentives to install electric vehicle charging equipment	35.3	61.3	28.6	19.9
Discounted rates for those who have medical equipment in their home	28.7	36.5	17.9	33.2

**TABLE 32 INTEREST IN PROGRAMS BY CUSTOMER CITY (SHOWING % VERY OR SOMEWHAT INTERESTED)**

	Customer City					
	Carlsbad	Escondido	Oceanside	San Marcos	Solana Beach / Del Mar	Vista
Rebates and incentives to install energy efficient lighting, appliances, equipment	72.6	65.7	58.9	54.8	65.1	67.9
Discounted rates for energy used during off-peak hours	59.8	62.7	60.9	62.7	62.9	61.0
Rebates and incentives to make energy-efficiency improvements to your home/business's building, such as improved insulation and windows	65.6	58.9	59.5	61.8	60.6	58.4
Free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills	65.3	50.4	53.1	46.7	53.6	57.1
Rebates and incentives to install solar panels and battery storage	44.8	48.6	48.5	59.0	29.5	45.6
Rebates and incentives to replace gas appliances and equipment with electric appliances and equipment	45.1	39.1	41.9	38.2	40.6	44.6
Programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere	42.2	40.2	39.8	33.0	32.0	37.2
Discounted rates for low-income households	33.4	43.1	27.8	29.7	6.1	49.1
Rebates and incentives to install electric vehicle charging equipment	33.6	25.1	26.2	46.7	18.2	29.4
Discounted rates for those who have medical equipment in their home	21.4	34.1	21.9	21.7	6.1	34.7

**TABLE 33 INTEREST IN PROGRAMS BY HOME TYPE & OWNERSHIP STATUS (SHOWING % VERY OR SOMEWHAT INTERESTED)**

	Home Type (Q8)				Ownership Status (QD2)	
	Single family	Apartment	Condo/ Townhome	Mobile home	Own	Rent
Rebates and incentives to install energy efficient lighting, appliances, equipment	62.6	81.0	59.9	64.6	62.9	68.0
Discounted rates for energy used during off-peak hours	56.3	85.4	59.2	63.9	55.3	74.6
Rebates and incentives to make energy-efficiency improvements to your home/business's building, such as improved insulation and windows	64.0	0.0	52.3	0.0	62.8	53.9
Free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills	52.2	52.2	58.5	63.9	54.3	55.7
Rebates and incentives to install solar panels and battery storage	53.1	0.0	34.2	0.0	50.9	41.2
Rebates and incentives to replace gas appliances and equipment with electric appliances and equipment	47.2	0.0	34.7	0.0	46.7	26.9
Programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere	24.5	46.0	48.5	60.0	33.6	51.4
Discounted rates for low-income households	25.5	62.7	31.9	56.1	28.5	55.5
Rebates and incentives to install electric vehicle charging equipment	31.6	0.0	27.1	0.0	30.5	30.8
Discounted rates for those who have medical equipment in their home	22.5	36.9	19.0	52.2	22.4	35.7

**TABLE 34 INTEREST IN PROGRAMS BY HOUSEHOLD INCOME (SHOWING % VERY OR SOMEWHAT INTERESTED)**

	Household Income (QD5)				
	<\$50K	\$50K to <\$99K	\$100K to <\$149K	\$150K to <\$199K	\$200K+
Rebates and incentives to install energy efficient lighting, appliances, equipment	73.1	71.5	61.6	66.4	61.8
Discounted rates for energy used during off-peak hours	80.8	69.4	58.6	57.7	47.0
Rebates and incentives to make energy-efficiency improvements to your home/business's building, such as improved insulation and windows	76.7	65.3	55.4	56.5	62.9
Free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills	69.1	62.9	52.2	51.9	40.4
Rebates and incentives to install solar panels and battery storage	52.1	40.1	45.6	61.1	61.1
Rebates and incentives to replace gas appliances and equipment with electric appliances and equipment	56.4	45.7	40.8	51.5	37.9
Programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere	40.5	44.8	44.5	37.1	15.6
Discounted rates for low-income households	71.6	58.7	15.3	18.0	14.0
Rebates and incentives to install electric vehicle charging equipment	28.7	21.8	35.1	39.9	39.2
Discounted rates for those who have medical equipment in their home	56.0	27.1	17.9	19.9	9.8

**TABLE 35 INTEREST IN PROGRAMS BY ETHNICITY & CUSTOMER TYPE (SHOWING % VERY OR SOMEWHAT INTERESTED)**

	Ethnicity (QD4)				Customer Type	
	Asian American	Caucasian / White	Latino / Hispanic	Mixed / Other	Residential	Commercial
Rebates and incentives to install energy efficient lighting, appliances, equipment	72.2	59.5	79.6	55.3	65.2	55.1
Discounted rates for energy used during off-peak hours	48.7	54.7	79.6	60.6	62.2	56.1
Rebates and incentives to make energy-efficiency improvements to your home/business's building, such as improved insulation and windows	78.0	52.9	73.0	56.2	61.1	59.5
Free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills	60.5	54.1	59.6	56.3	53.8	58.8
Rebates and incentives to install solar panels and battery storage	69.8	44.8	58.6	35.6	48.3	47.5
Rebates and incentives to replace gas appliances and equipment with electric appliances and equipment	59.9	40.7	51.8	28.6	44.1	29.4
Programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere	60.9	33.3	39.3	26.6	34.8	64.8
Discounted rates for low-income households	36.6	24.8	56.7	41.6	35.0	0.0
Rebates and incentives to install electric vehicle charging equipment	33.7	23.7	47.7	32.2	30.5	30.8
Discounted rates for those who have medical equipment in their home	19.0	24.9	31.6	38.4	25.9	0.0

**TABLE 36 INTEREST IN PROGRAMS BY GENDER, CARE CUSTOMER IN DATABASE & ROOFTOP SOLAR CUSTOMER IN DATABASE (SHOWING % VERY OR SOMEWHAT INTERESTED)**

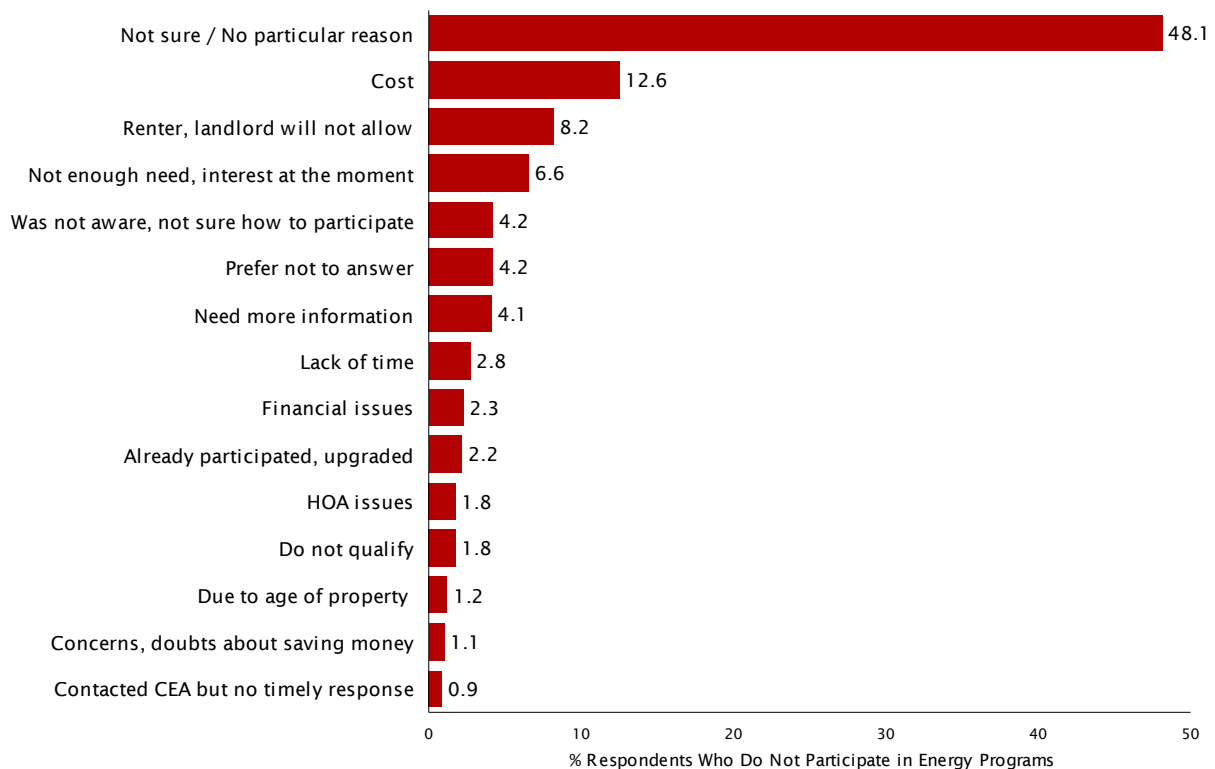
	Gender (QD3)		CARE Customer in Database		Rooftop Solar Customer in Database	
	Male	Female	Yes	No	Yes	No
Rebates and incentives to install energy efficient lighting, appliances, equipment	71.2	60.8	76.0	60.4	65.1	63.4
Discounted rates for energy used during off-peak hours	63.7	61.9	80.6	55.8	55.4	64.2
Rebates and incentives to make energy-efficiency improvements to your home/business's building, such as improved insulation and windows	63.6	58.7	65.5	60.0	58.5	62.2
Free energy audits and technical assistance on how to improve your household's/business's energy efficiency and lower bills	55.9	54.1	58.4	53.3	49.9	56.6
Rebates and incentives to install solar panels and battery storage	57.3	37.6	43.4	49.0	52.5	45.6
Rebates and incentives to replace gas appliances and equipment with electric appliances and equipment	46.8	38.8	60.4	38.5	50.6	36.3
Programs that allow customers who are unable to install solar to receive renewable energy generated elsewhere	33.1	38.2	42.1	37.5	14.2	49.7
Discounted rates for low-income households	37.3	36.7	64.9	24.5	26.3	39.8
Rebates and incentives to install electric vehicle charging equipment	39.5	17.7	40.4	28.8	33.8	28.5
Discounted rates for those who have medical equipment in their home	34.5	18.6	42.1	20.2	23.1	27.5

**REASONS FOR NOT PARTICIPATING IN PROGRAMS** Respondents who indicated they were previously aware of a program (Question 9) and were interested in the program, but had yet to participate (Question 10), were subsequently asked if there was a particular obstacle or reason keeping them from participating. Question 11 was presented in an open-ended manner so that respondents could cite any obstacle or reason that came to mind without being prompted by or constrained to a particular list of options. True North later reviewed the verbatim respondents and grouped them into the categories shown in Figure 13 below.

Nearly half of respondents (48%) who received Question 11 indicated they weren't sure or there was no particular reason for not participating in the program(s) to date. Among the specific reasons offered, cost was the most common (13%), followed by the fact they are a renter and the landlord would not allow their participation (8%), and they did not have enough need/interest at the moment (7%).

**Question 11** *You mentioned your household/business would be interested in participating in certain energy programs, but has yet to do so. Is there a particular obstacle or reason keeping you from participating?*

**FIGURE 13 REASON, OBSTACLE FOR NOT PARTICIPATING IN ENERGY PROGRAM**

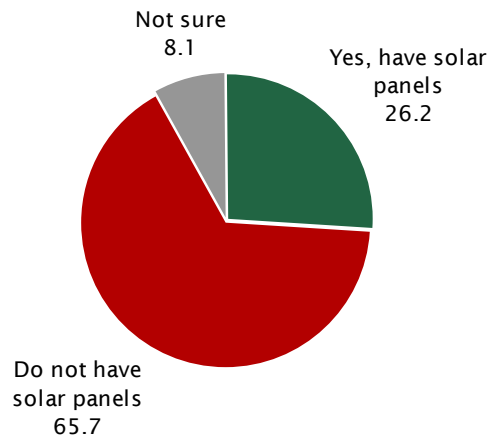


**COMMUNITY SOLAR PANELS & EV CHARGING STATIONS** CEA customers who reside in apartments or mobile homes are often limited in their ability to participate in clean-energy solutions like solar panels, battery storage, and EV charging stations. The decision to make these energy improvements is left to those who own the apartment or complex. Accord-

ingly, the survey asked respondents who live in an apartment or mobile home whether their community has solar panels (Question 12) and an EV charging station(s) (Question 13). Approximately one-quarter of respondents (26%) who fit this housing category indicated their community has solar panels (Figure 14), whereas just 8% reported that their community has one or more EV charging stations (Figure 15).

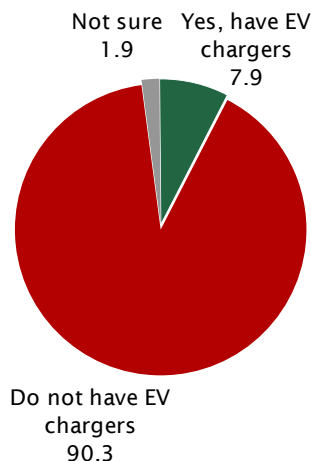
**Question 12** *Does your <<apartment | mobile home>> community have solar panels?*

**FIGURE 14 SOLAR PANELS AT APARTMENT/MOBILE HOME COMMUNITY**



**Question 13** *Does your <<apartment | mobile home>> community have electric vehicle chargers?*

**FIGURE 15 ELECTRIC VEHICLE CHARGERS AVAILABLE AT APARTMENT/MOBILE HOME COMMUNITY**



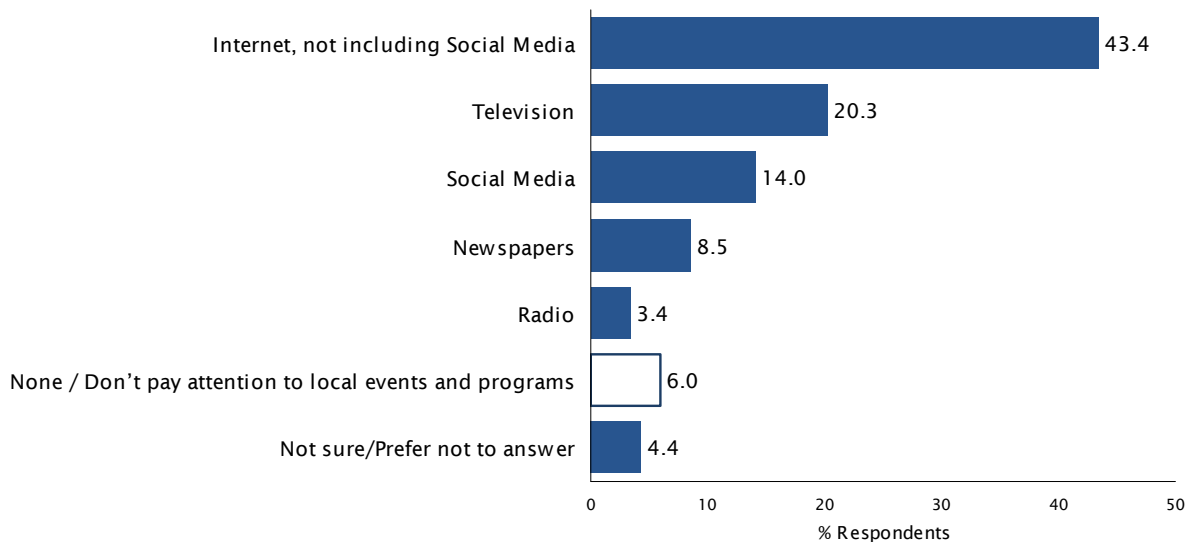
## COMMUNICATION

The final substantive questions of the survey focused on CEA customers' communication habits and preferences, their prior awareness of their status as a CEA customer, as well as any final suggestions they may have for CEA regarding ways to better serve their needs.

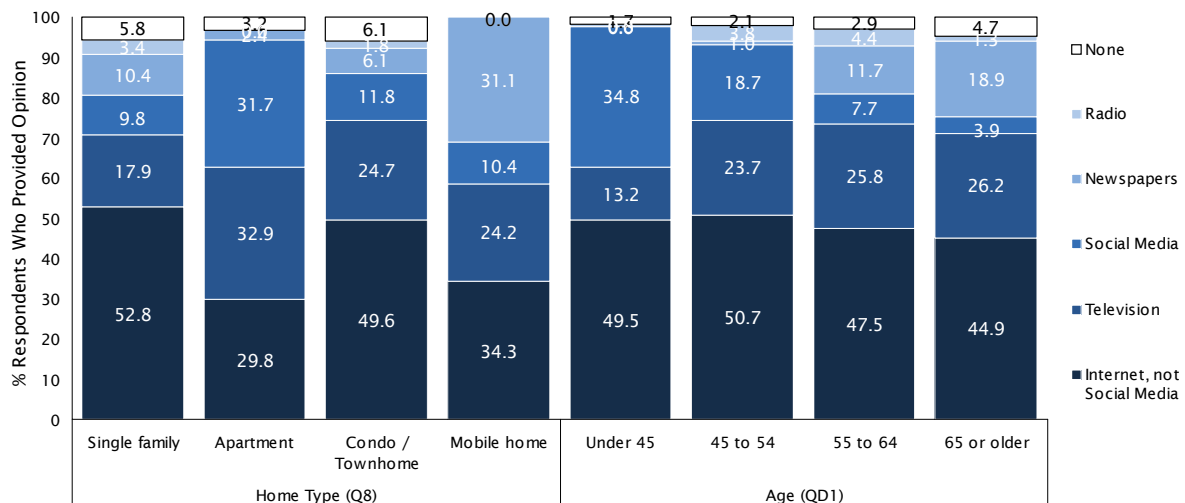
**PRIMARY INFORMATION SOURCE FOR LOCAL EVENTS & PROGRAMS** When asked to describe their *primary* source for information about local events and programs, the Internet in general (not including Social Media) was the most common source (43%), followed by television (20%), social media (14%), and newspapers (9%). Figures 17-20 show how CEA customers' primary information sources varied by subgroup.

**Question 14** Which of the following would you say is your primary source for information about local events and programs?

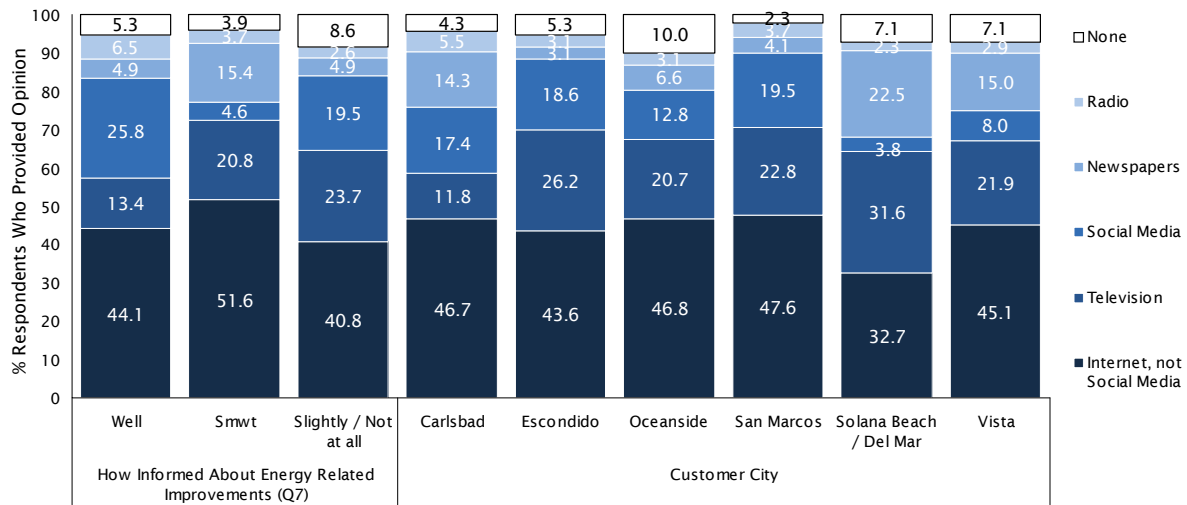
**FIGURE 16 PRIMARY SOURCE OF INFORMATION**



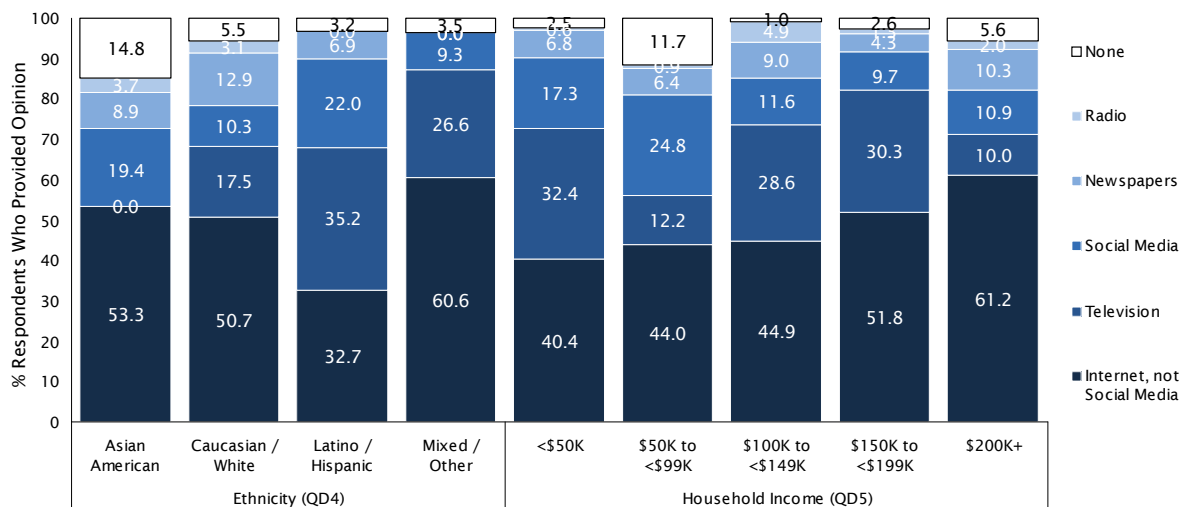
**FIGURE 17 PRIMARY SOURCE OF INFORMATION BY HOME TYPE & AGE BY THOSE WHO PROVIDED OPINION**



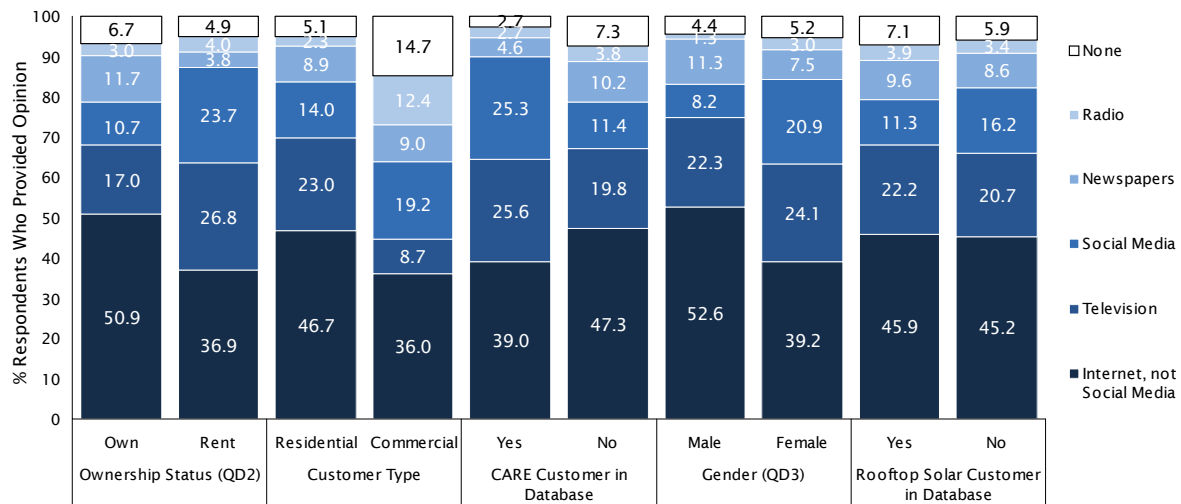
**FIGURE 18 PRIMARY SOURCE OF INFORMATION HOW INFORMED ABOUT ENERGY RELATED IMPROVEMENTS & CUSTOMER CITY BY THOSE WHO PROVIDED OPINION**



**FIGURE 19 PRIMARY SOURCE OF INFORMATION ETHNICITY & HOUSEHOLD INCOME BY THOSE WHO PROVIDED OPINION**



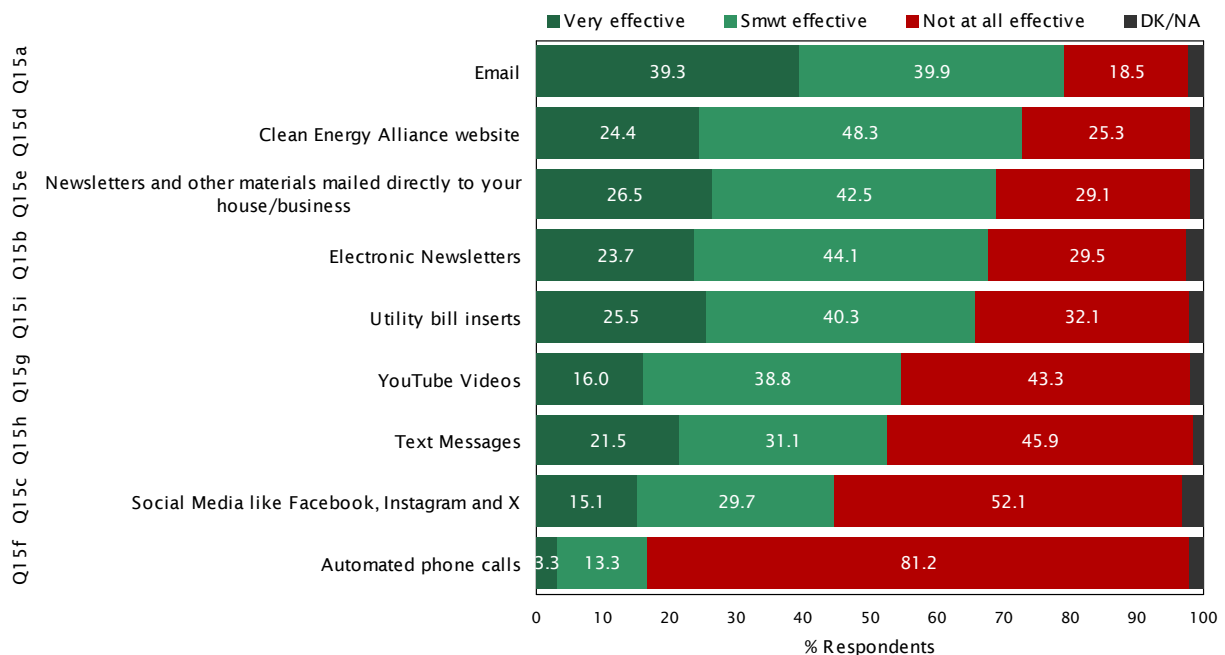
**FIGURE 20 PRIMARY SOURCE OF INFORMATION BY OWNERSHIP STATUS, CUSTOMER TYPE, CARE CUSTOMER IN DATABASE, GENDER & ROOFTOP SOLAR CUSTOMER IN DATABASE THOSE WHO PROVIDED OPINION**



**EFFECTIVE COMMUNICATION METHODS** To help CEA identify the most effective means of communicating with customers, it is helpful to understand which methods of communication they prefer. Accordingly, for each of the methods shown to the left of Figure 21, respondents were simply asked to indicate if it would be an effective way for CEA to communicate with them.

**Question 15** *As I read the following ways that the Clean Energy Alliance can communicate with customers, I'd like to know if you think they would be a very effective, somewhat effective, or not at all effective way for communicating with you/your business.*

**FIGURE 21 EFFECTIVENESS OF COMMUNICATION METHODS**



Overall, CEA customers ranked email (79% very or somewhat effective), the Clean Energy Alliance website (73%), direct mail (69%), electronic newsletters (68%), and utility bill inserts (66%) as the most effective methods for CEA to communicate with them. Preferred communication methods varied considerably across CEA subgroups as shown in tables 37-42.

**TABLE 37 EFFECTIVENESS OF COMMUNICATION METHODS BY AGE (SHOWING % VERY EFFECTIVE)**

	Age (QD1)			
	Under 45	45 to 54	55 to 64	65 or older
Email	56.6	53.8	32.1	39.8
Newsletters, other materials mailed directly to your house/business	24.7	32.8	27.9	27.5
Utility bill inserts	28.9	23.3	22.9	29.8
Clean Energy Alliance website	32.7	35.7	19.5	24.4
Electronic Newsletters	26.4	28.6	30.1	33.0
Text Messages	33.4	30.9	15.2	18.7
YouTube Videos	27.5	34.8	10.7	8.7
Social Media like Facebook, Instagram and X	28.6	27.1	14.2	6.1
Automated phone calls	4.9	12.1	0.0	0.0

**TABLE 38 EFFECTIVENESS OF COMMUNICATION METHODS BY CUSTOMER CITY (SHOWING % VERY EFFECTIVE)**

	Customer City					
	Carlsbad	Escondido	Oceanside	San Marcos	Solana Beach / Del Mar	Vista
Email	31.6	45.2	36.3	48.4	29.5	39.5
Newsletters, other materials mailed directly to your house/business	27.2	28.2	26.1	18.7	25.7	31.2
Utility bill inserts	24.0	35.8	25.8	23.0	16.4	17.9
Clean Energy Alliance website	25.0	29.6	22.6	21.3	24.9	22.8
Electronic Newsletters	29.4	21.8	19.4	21.4	28.6	27.2
Text Messages	13.2	34.1	18.4	10.2	4.6	33.8
YouTube Videos	12.0	14.5	19.5	23.3	4.7	13.1
Social Media like Facebook, Instagram and X	20.0	9.4	18.5	7.8	7.0	20.0
Automated phone calls	3.3	6.0	1.0	2.2	0.0	5.1

**TABLE 39 EFFECTIVENESS OF COMMUNICATION METHODS BY HOME TYPE & OWNERSHIP STATUS (SHOWING % VERY EFFECTIVE)**

	Home Type (Q8)				Ownership Status (QD2)	
	Single family	Apartment	Condo/Townhome	Mobile home	Own	Rent
Email	41.7	29.9	55.6	36.7	43.6	33.8
Newsletters, other materials mailed directly to your house/business	24.2	36.0	30.4	53.2	27.0	27.0
Utility bill inserts	25.9	34.1	15.5	44.3	23.1	27.3
Clean Energy Alliance website	24.0	17.3	32.1	54.0	26.1	19.3
Electronic Newsletters	28.2	17.3	28.5	8.6	27.8	15.5
Text Messages	16.9	31.9	25.6	31.1	19.1	26.4
YouTube Videos	16.0	17.1	21.3	6.5	16.0	17.8
Social Media like Facebook, Instagram and X	12.8	22.0	13.5	31.1	13.5	19.5
Automated phone calls	1.1	10.3	1.8	0.0	1.0	8.8

**TABLE 40 EFFECTIVENESS OF COMMUNICATION METHODS BY HOUSEHOLD INCOME (SHOWING % VERY EFFECTIVE)**

	Household Income (QD5)				
	<\$50K	\$50K to <\$99K	\$100K to <\$149K	\$150K to <\$199K	\$200K+
Email	42.1	45.4	45.3	42.9	40.5
Newsletters, other materials mailed directly to your house/business	39.6	15.2	26.9	19.4	29.5
Utility bill inserts	39.7	22.8	23.7	35.7	6.7
Clean Energy Alliance website	37.1	30.8	17.1	14.0	23.7
Electronic Newsletters	26.0	25.8	18.7	27.5	31.6
Text Messages	42.7	23.2	21.4	10.1	17.1
YouTube Videos	23.9	23.4	16.5	8.7	14.0
Social Media like Facebook, Instagram and X	24.6	28.4	8.4	6.9	11.2
Automated phone calls	5.1	6.6	0.0	1.3	0.0

**TABLE 41 EFFECTIVENESS OF COMMUNICATION METHODS BY ETHNICITY & CUSTOMER TYPE (SHOWING % VERY EFFECTIVE)**

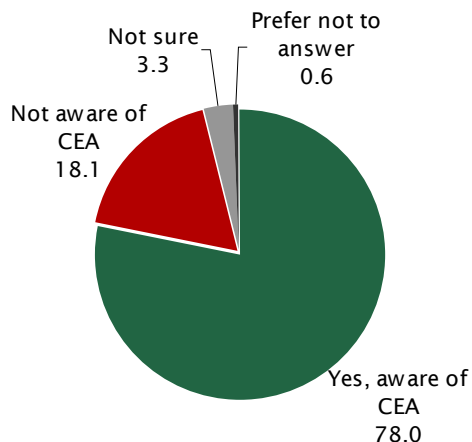
	Ethnicity (QD4)				Customer Type	
	Asian American	Caucasian / White	Latino / Hispanic	Mixed / Other	Residential	Commercial
Email	52.5	41.2	47.4	35.9	41.4	25.0
Newsletters, other materials mailed directly to your house/business	24.3	27.8	31.6	23.9	27.9	16.6
Utility bill inserts	20.7	24.3	31.1	30.5	26.4	19.2
Clean Energy Alliance website	23.4	18.0	34.8	25.8	25.7	15.4
Electronic Newsletters	22.2	26.2	35.3	19.2	25.9	8.1
Text Messages	16.0	15.9	38.7	23.9	22.2	16.6
YouTube Videos	16.9	10.5	28.6	20.0	16.5	12.7
Social Media like Facebook, Instagram and X	8.1	9.6	28.0	13.4	14.9	16.7
Automated phone calls	0.0	0.7	5.1	10.5	2.8	6.8

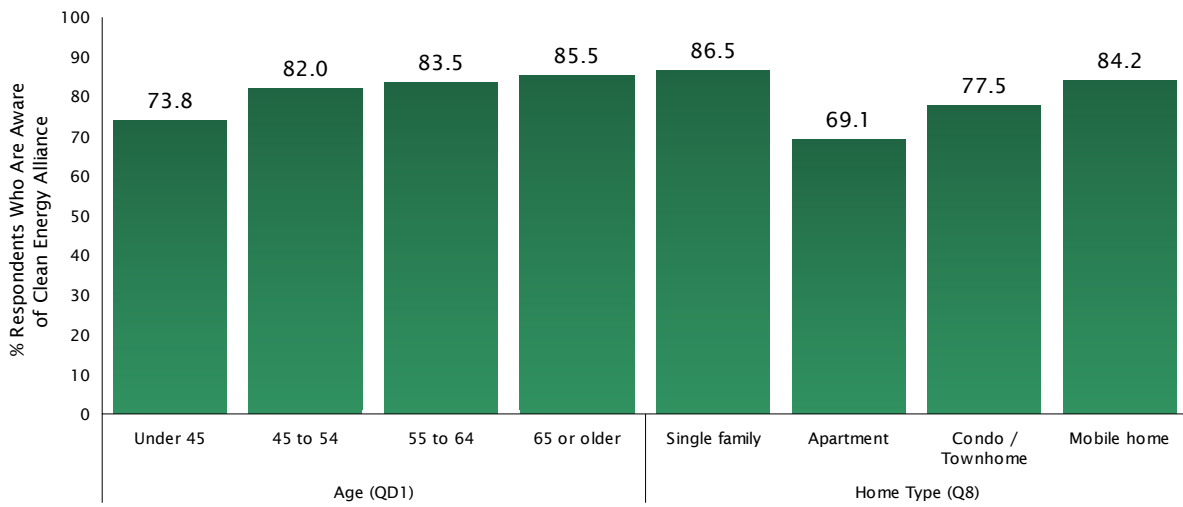
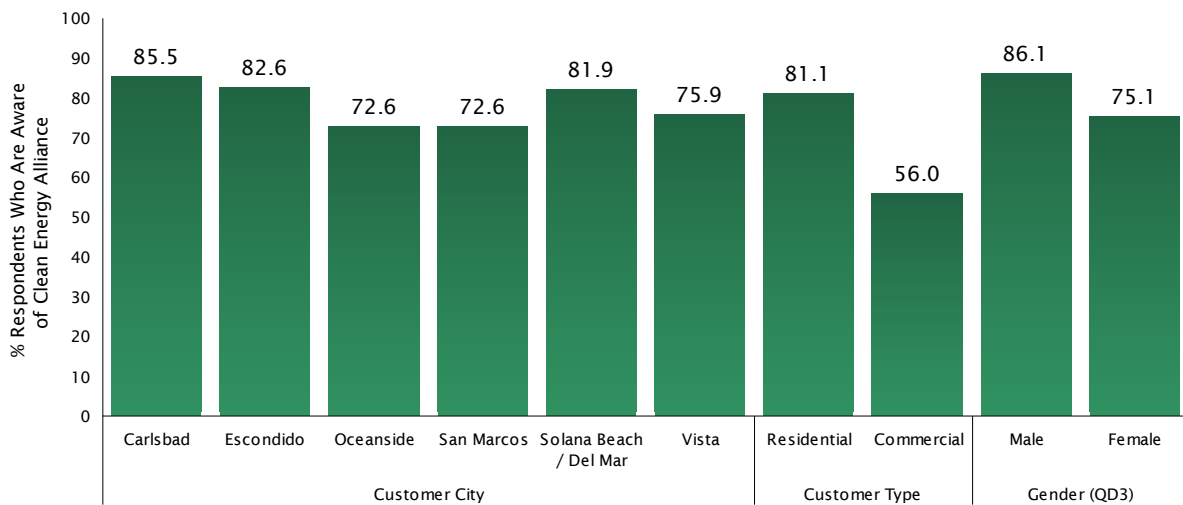
**TABLE 42 EFFECTIVENESS OF COMMUNICATION METHODS BY GENDER, CARE CUSTOMER IN DATABASE & ROOFTOP SOLAR CUSTOMER IN DATABASE (SHOWING % VERY EFFECTIVE)**

	Gender (QD3)		CARE Customer		Rooftop Solar Customer	
	Male	Female	Yes	No	Yes	No
Email	42.5	39.6	48.4	36.7	41.3	38.4
Newsletters, other materials mailed directly to your house/business	25.6	30.2	42.7	21.7	22.5	28.3
Utility bill inserts	24.6	26.5	34.6	22.8	23.2	26.6
Clean Energy Alliance website	26.6	23.1	43.5	18.8	21.4	25.8
Electronic Newsletters	30.7	23.1	24.8	23.3	32.3	19.7
Text Messages	23.9	21.7	44.9	14.6	15.0	24.5
YouTube Videos	18.8	15.0	24.0	13.7	16.3	15.9
Social Media like Facebook, Instagram and X	15.3	15.1	25.1	12.1	14.8	15.2
Automated phone calls	4.2	1.6	8.7	1.7	1.0	4.3

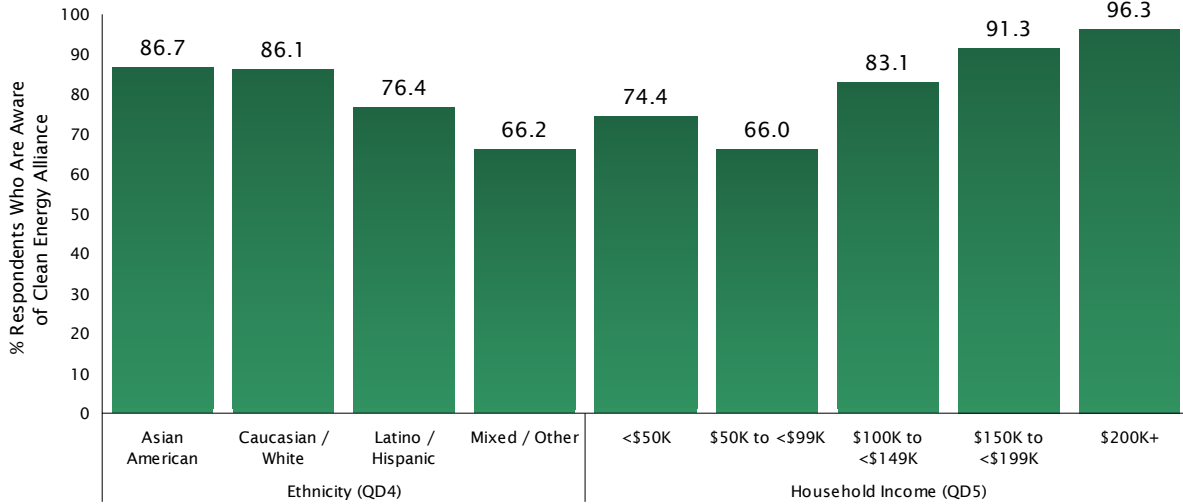
**CLEAN ENERGY ALLIANCE CUSTOMER AWARENESS** Among respondents who opted into the survey, most (78%) were aware prior to taking the survey that the energy their household or business receives is provided by Clean Energy Alliance (Figure 22). Awareness of being a CEA customer generally increased with age and income, and was highest among those living in single family homes and mobile homes, residents/businesses in Carlsbad, Escondido, Solana Beach and Del Mar, residential customers, males, Asians and Caucasians, those who felt somewhat informed about energy-efficiency programs, customers with rooftop solar, and those who own their residence (see figures 23-26).

**Question 16** *Prior to taking this survey, were you aware that the energy your household/business uses is provided by the Clean Energy Alliance?*

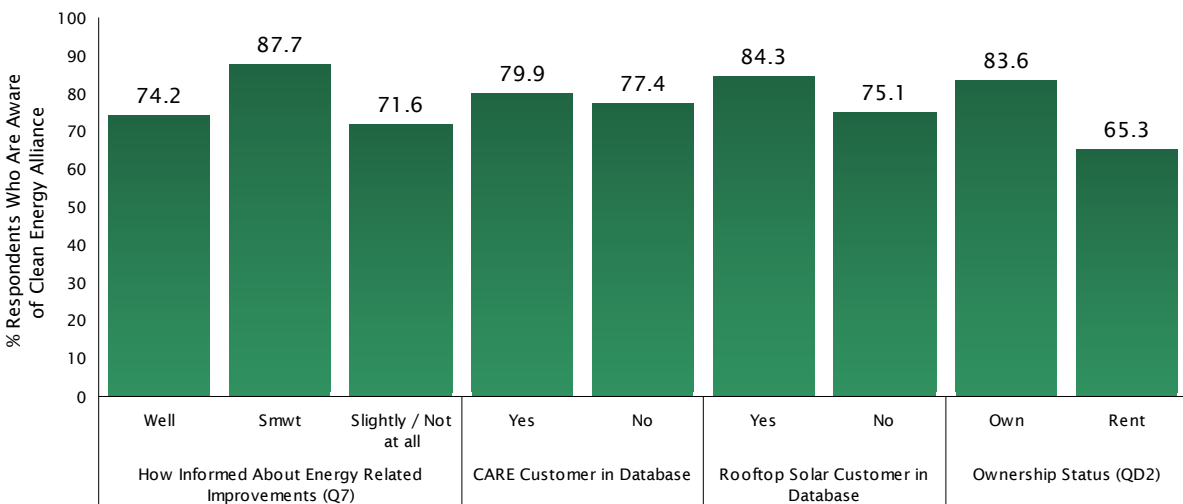
**FIGURE 22 AWARENESS OF CLEAN ENERGY ALLIANCE**

**FIGURE 23 AWARENESS OF CLEAN ENERGY ALLIANCE BY AGE & HOME TYPE****FIGURE 24 AWARENESS OF CLEAN ENERGY ALLIANCE BY CLEAN ENERGY ALLIANCE BY CUSTOMER CITY, CUSTOMER TYPE & GENDER**

**FIGURE 25 AWARENESS OF CLEAN ENERGY ALLIANCE BY CLEAN ENERGY ALLIANCE BY ETHNICITY & HOUSEHOLD INCOME**



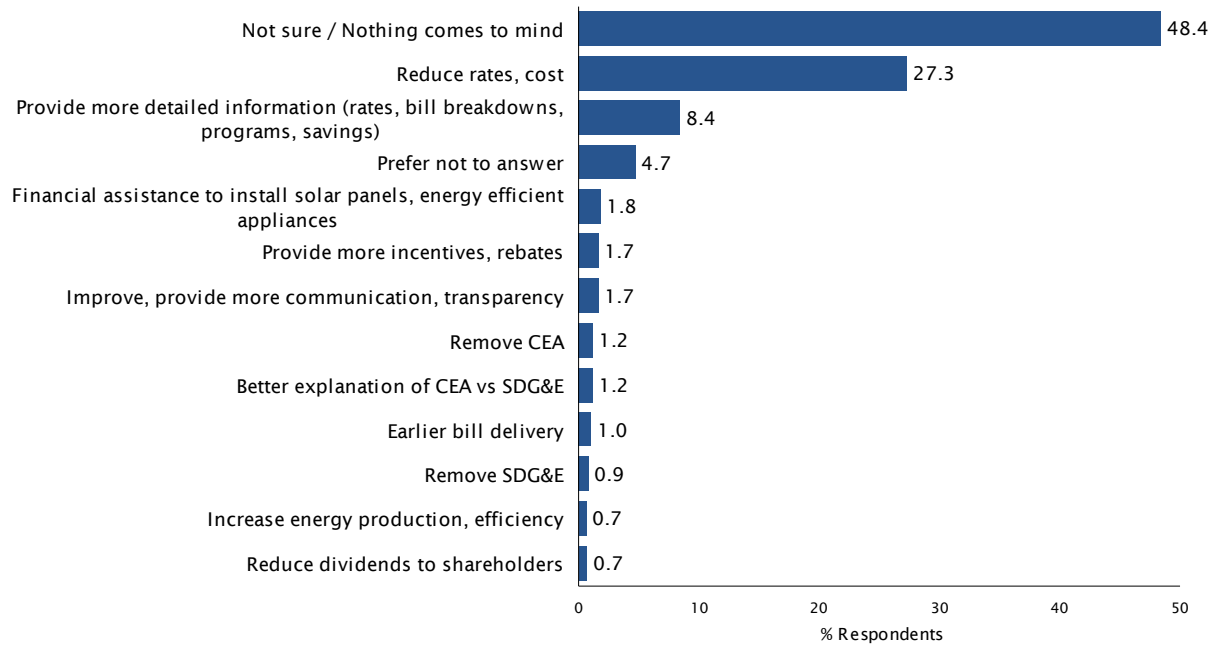
**FIGURE 26 AWARENESS OF CLEAN ENERGY ALLIANCE BY CLEAN ENERGY ALLIANCE BY HOW INFORMED ABOUT ENERGY RELATED IMPROVEMENTS, CARE CUSTOMER IN DATABASE, ROOFTOP SOLAR CUSTOMER IN DATABASE & OWNERSHIP STATUS**



**SUGGESTIONS ON HOW CEA CAN BETTER SERVE** The final substantive question of the survey asked customers if they had any suggestions for how Clean Energy Alliance could better serve them/their business. Presented in an open-ended manner, respondents were at liberty to mention any improvement that came to mind without being prompted by or limited to a list of options. True North subsequently reviewed the verbatim comments and grouped them into the categories shown in Figure 27 on the next page. More than half of respondents did not have a suggestion for improvement (48%) or preferred to not answer the question (5%). Among the specific suggestions, reducing rates/costs was the most common (27%), followed by providing more detailed information to customers on topics like rates, bill breakdowns, programs, and savings (8%), and financial assistance for solar panels, energy efficient appliances (2%) or in general (2%).

**Question 17** *If the Clean Energy Alliance could do one thing to better serve you/your business, what would that be?*

**FIGURE 27 ONE THING CEA COULD DO TO BETTER SERVE CUSTOMERS**



# BACKGROUND & DEMOGRAPHICS

**TABLE 43 DEMOGRAPHICS OF SAMPLE**

<b>Total Respondents</b>	<b>509</b>
<b>Home Type (Q8)</b>	
Single family	50.1
Apartment	15.5
Condo / Townhome	16.9
Mobile home	2.9
Prefer not to answer	14.6
<b>Age (QD1) Residential only</b>	
Under 45	15.0
45 to 54	13.2
55 to 64	8.4
65 or older	28.7
Prefer not to answer	34.8
<b>Ownership Status (QD2)</b>	
Own	65.1
Rent	29.9
Prefer not to answer	5.1
<b>Gender (QD3) Residential only</b>	
Male	48.3
Female	46.3
Other	1.3
Prefer not to answer	4.1
<b>Ethnicity (QD4) Residential only</b>	
Asian American	5.4
Caucasian / White	32.0
Latino / Hispanic	27.2
Mixed / Other	6.0
Prefer not to answer	29.3
<b>Household Income (QD5) Residential only</b>	
<\$50K	19.3
\$50K to <\$99K	15.6
\$100K to <\$149K	14.4
\$150K to <\$199K	8.9
\$200K+	12.3
Prefer not to answer	29.6
<b>Employees at Worksite (QD6) Commercial only</b>	
0	5.8
1 to 2	22.2
3 to 5	21.7
6 to 10	13.2
More than 10	31.9
Prefer not to answer	5.3
<b>Customer Type</b>	
Residential	87.5
Commercial	12.5
<b>Customer City</b>	
Carlsbad	18.4
Escondido	20.8
Oceanside	25.9
San Marcos	14.8
Solana Beach / Del Mar	3.8
Vista	16.2
<b>CARE Customer in Database</b>	
Yes	22.8
No	77.2
<b>Rooftop Solar Customer in Database</b>	
Yes	31.4
No	68.6

Table 43 presents the key demographic and background information collected during the survey. The primary motivation for collecting the information was to provide a better insight into how results of the substantive questions of the survey vary by customer characteristics, as well as ensure that the sample aligns with CEA's customer database on key characteristics.



## M E T H O D O L O G Y

The following sections outline the methodology used in the study, as well as the motivation for using certain techniques.

**QUESTIONNAIRE DEVELOPMENT** Dr. McLarney of True North Research worked closely with Clean Energy Alliance to develop a questionnaire that covered the topics of interest and avoided many possible sources of systematic measurement error, including position-order effects, wording effects, response-category effects, scaling effects, and priming. Several questions included multiple individual items. Because asking items in a set order can lead to a systematic position bias in responses, items were asked in random order for each respondent.

Some questions asked in this study were presented only to a subset of respondents. For example, only respondents who indicated they live in an apartment or mobile home (Question 8) were asked if their community has solar panels (Question 12) and electric vehicle chargers (Question 13). The questionnaire included with this report (see *Questionnaire & Toplines* on page 42) identifies the skip patterns used during the interview to ensure that each respondent received the appropriate questions.

**PROGRAMMING, PRE-TEST & TRANSLATION** Prior to fielding the survey, the questionnaire was CATI (Computer Assisted Telephone Interviewing) programmed to assist interviewers when conducting the phone interviews. The CATI program automatically navigates the skip patterns, randomizes the appropriate question items, and alerts interviewers to certain types of keypunching mistakes should they happen during the interview. The survey was also programmed into a passcode-protected online survey application to allow online participation for sampled residents. The integrity of the questionnaire was pre-tested internally by True North and by dialing into random homes in CEA's service area prior to formally beginning the survey. The final residential customer questionnaire was also professionally translated into Spanish to allow for data collection in English and Spanish.

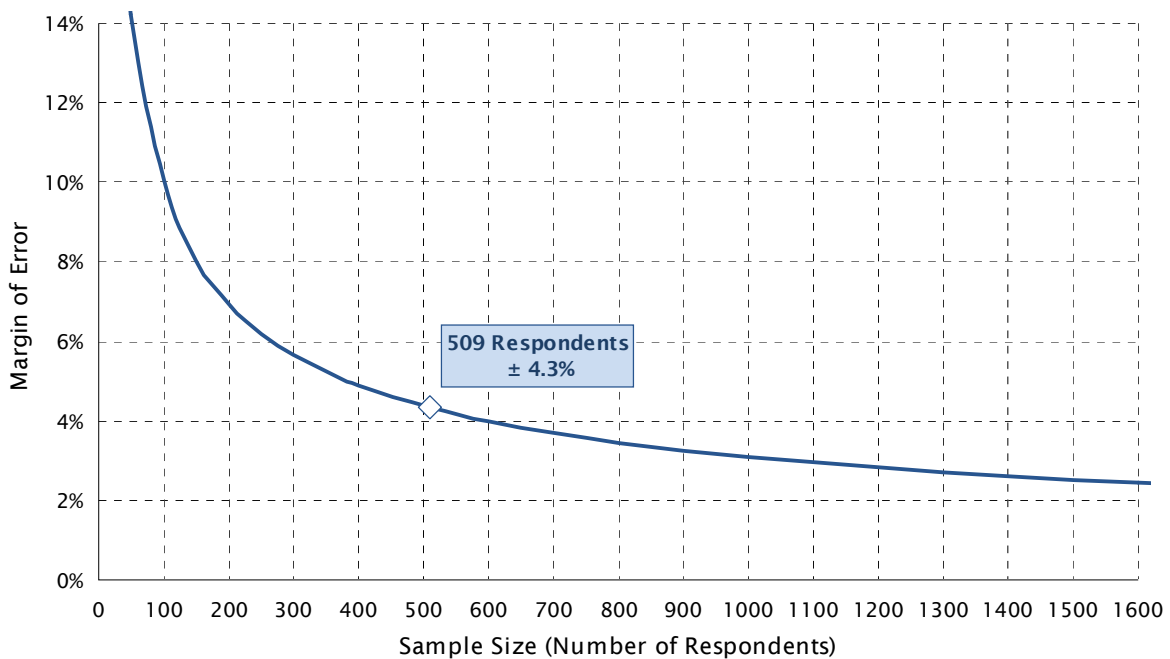
**SAMPLE, RECRUITING & DATA COLLECTION** Starting with a comprehensive list of residential and commercial customers provided by CEA, True North stratified by member city and account type (residential vs. commercial) to ensure a proportional sample on these dimensions. Customers were then randomly selected within their appropriate strata. Once selected for inclusion in the study, customers were initially invited to participate in the survey online at a secure, passcode-protected website designed and hosted by True North. Customers were recruited using email invitations and text invitations, and each was assigned a unique passcode to ensure that only CEA customers who received an invitation could access the online survey site, and that the survey could be completed only one time per passcode. Email reminder notices were also sent to encourage participation among those who had yet to take the survey. Following a period of online data collection, True North placed calls to land lines and cell phone numbers of residential and commercial customers that had yet to participate in the online survey.

Telephone interviews averaged 16 minutes in length and were conducted during weekday evenings (5:30PM to 9PM) and on weekends (10AM to 5PM) for residential customers, and from 9AM to 5PM weekdays for commercial accounts. A total of 509 surveys were completed among residential (445) and commercial (64) customers between April 9 and April 18, 2025

**MARGIN OF ERROR DUE TO SAMPLING** The results of the survey can be used to estimate the opinions of all CEA customers. Because not every customer in CEA’s service area participated in the survey, however, the results have what is known as a statistical margin of error due to sampling. The margin of error refers to the difference between what was found in the survey of 509 customers for a particular question and what would have been found if all 261,826 CEA customers had been interviewed.

Figure 28 provides a plot of the *maximum* margin of error in this study. The maximum margin of error for a dichotomous percentage result occurs when the answers are evenly split such that 50% provide one response and 50% provide the alternative response. For this survey, the maximum margin of error is  $\pm 4.3\%$  for questions answered by all 509 respondents.

**FIGURE 28 MAXIMUM MARGIN OF ERROR**



Within this report, figures and tables show how responses to certain questions varied by demographic characteristics such as age of the respondent, home ownership status, and account type. Figure 28 is thus useful for understanding how the maximum margin of error for a percentage estimate will grow as the number of individuals asked a question (or in a particular subgroup) shrinks. Because the margin of error grows exponentially as the sample size decreases, the reader should use caution when generalizing and interpreting the results for small subgroups.

**DATA PROCESSING** Data processing consisted of checking the data for errors or inconsistencies, coding and recoding responses, categorizing verbatim responses, weighting the data to make minor adjustments to the sample profile, and preparing frequency analyses and crosstabulations.

**ROUNDING** Numbers that end in 0.5 or higher are rounded up to the nearest whole number, whereas numbers that end in 0.4 or lower are rounded down to the nearest whole number. These same rounding rules are also applied, when needed, to arrive at numbers that include a decimal place in constructing figures and tables. Occasionally, these rounding rules lead to small discrepancies in the first decimal place when comparing tables and charts for a given question. Due to rounding, some figures and narrative include numbers that add to more than or less than 100%.



# QUESTIONNAIRE & TOPLINES



*Clean Energy Alliance Survey  
Final Toplines (n=509)  
April 2025*

## Section 1: Introduction to Study

Hi, may I please speak to: \_\_\_\_\_. Hi, my name is \_\_\_\_\_ and I'm calling from TNR on behalf of the Clean Energy Alliance, your household's/business' electricity provider. We're conducting a survey of customers about important electricity-related issues and would like to get your opinions.

*If needed or doesn't recognize Clean Energy Alliance:* The City of <city name> joined with several other North County cities to form the Clean Energy Alliance. Although SDG&E delivers electricity to your home/business and manages billing, the energy your household/business receives is purchased by the Clean Energy Alliance directly from energy suppliers or generated locally.

## Section 2: Importance of Issues

**Q1** To begin, what would you say is the *most* important issue or challenge facing your community today? Verbatim responses recorded and later grouped into categories shown below.

Not sure / Nothing comes to mind	25%
High cost of living, affordability	20%
High cost of electricity	11%
Government / Political issues	9%
High utility rates	5%
Climate change / Environmental issues	4%
Housing availability, affordability	4%
Economy	3%
Homelessness	3%
Inflation	2%
Traffic	2%
Public safety	2%
Infrastructure	2%
Availability, cost of insurance	2%
No issues / Everything is fine	2%
Immigration issues	1%
High taxes	1%
Power outages / Grid concerns	1%
Water concerns	1%

Q2	Next, I'm going to read a list of specific issues. For each one, please tell me how concerned <u>you</u> are about the issue. Here is the (first/next) issue: _____. Would you say you are very concerned, somewhat concerned, slightly concerned, or not at all concerned about this issue?					
	<i>Randomize. Split Sample B1/B2, C1/C2</i>	Very concerned	Somewhat concerned	Slightly concerned	Not at all concerned	Prefer not to answer
A	Cost of living in general	73%	18%	7%	1%	0%
B1	Paying for essentials like food, gas, and electricity	61%	21%	11%	7%	0%
B2	Cost of electricity	68%	22%	6%	4%	0%
C1	Climate change	46%	23%	8%	22%	1%
C2	Greenhouse gas emissions	33%	34%	15%	15%	4%
D	Air pollution	38%	32%	20%	10%	0%
E	Protecting the environment	55%	20%	19%	6%	0%
F	Traffic congestion	38%	37%	18%	7%	0%
G	The pace of construction and development	22%	33%	26%	17%	2%
H	Addressing homelessness	46%	29%	15%	10%	1%

### Section 3: Electricity Issues & Priorities

Q3	Turning now to the topic of <b>energy</b> , I'm going to read a list of specific issues. For each one, please tell me how important this issue is to you/your business. Here is the (first/next) issue: _____. Do you think this issue is extremely important, very important, somewhat important, or not at all important?						
	<i>Randomize</i>	Extremely important	Very important	Somewhat important	Not at all important	Not sure	Prefer not to answer
A	Creating good-paying jobs in the energy sector	23%	29%	29%	15%	2%	3%
B	Reducing your home's/business' energy costs	55%	26%	15%	4%	0%	0%
C	Receiving a discount on your energy bill if you use less energy during peak periods	44%	24%	20%	8%	2%	2%
D	Addressing climate change by reducing greenhouse gas emissions	35%	28%	20%	13%	2%	1%
E	Having cleaner air to breathe in your home/building	50%	27%	17%	4%	1%	1%
F	Ensuring that low-income households and underserved populations have the same opportunities to transition to clean energy	32%	31%	22%	13%	2%	1%
G	Generating more electricity <i>locally</i> through rooftop solar and other small installations	37%	27%	22%	8%	4%	2%
H	Avoiding power outages at your home/business	43%	31%	17%	6%	0%	2%

Q4	Next, I'm going to read a short list of actions that could be taken in the future. As I read each item, please indicate whether you think it should be a high priority, medium priority, or low priority for your community. If you think the action shouldn't be taken, please indicate so. Also, please keep in mind that not all items can be high priorities.						
	Here is the (first/next) one: _____. Should this be a high, medium, or low priority for the future – or should we not take this action?						
	<i>Randomize</i>	High priority	Medium priority	Low priority	Should NOT take this action	Not sure	Prefer not to answer
A	Requiring all new construction to be <b>all-electric</b> to improve indoor air quality	22%	24%	20%	25%	7%	2%
B	Increasing the number of <b>electric cars, trucks, and buses</b> to reduce greenhouse gas emissions and air pollution	28%	28%	25%	12%	4%	3%
C	Improving the reliability of energy supplies by building <b>large-scale renewable energy generating systems</b> locally in the San Diego region	39%	34%	14%	6%	6%	2%
D	Installing more <b>small-scale renewable energy</b> systems like solar on home/small business rooftops and parking lots	40%	36%	14%	5%	3%	2%
E	Improving the <b>energy efficiency of buildings</b> so they use less energy and have lower energy bills	50%	33%	12%	3%	1%	2%
F	Providing <b>job training and certification programs</b> to fill the need for skilled workers in the clean energy sector	38%	38%	14%	6%	2%	1%
G	Helping <b>low-income families</b> pay their energy bills	41%	24%	22%	10%	1%	1%
H	Improving access to technical experts who can <b>advise on energy saving projects</b> in the home/for businesses	24%	34%	31%	7%	3%	2%
I	Creating more <b>back-up power</b> systems that can operate during a power outage	41%	39%	15%	3%	1%	1%
J	Increasing the number of <b>public access charging stations</b> for electric vehicles	26%	25%	32%	10%	4%	2%
K	<b>Incentivizing</b> customers to better manage energy use during high-demand periods	39%	35%	17%	5%	2%	2%
L	<b>Upgrading the electric grid and infrastructure</b> , including undergrounding utility wires, expanding grid capacity, and replacing outdated equipment	60%	25%	9%	0%	3%	2%
M	<b>Streamlining</b> the process and shortening the time it takes to connect new solar, back-up batteries, and other renewable energy projects to the grid.	34%	38%	16%	2%	8%	2%

Q5	Is there an energy-related project or program <i>not</i> previously mentioned that you think should be a high priority for your community? <i>If yes, ask: Please briefly describe it to me. Verbatim responses recorded and later grouped into categories shown below.</i>	
	No other high priorities / Nothing comes to mind	75%
	Reduce electricity rates, bills	7%
	Program to retrofit roof for solar panels	4%
	Prefer not to answer	3%
	Pursue nuclear energy resources	2%
	Educate customers about electricity, usage in general	1%
	Improve, provide battery storage, backup	1%
	Support community solar, backup, energy efficiency efforts	1%
	Pursue more wind, hydroelectric power resources	1%
	Pursue geothermal energy resources	1%
	Improve, address fire prevention measures	1%
	Provide incentives for solar, energy efficiency efforts	1%

#### Section 4: Energy Improvements & Programs

Q6	Next, I'm going to read a list of energy improvements that can be made to a home/building. For each, please say 'yes' if your current home/business's building has this improvement - 'no' if not.				
	<i>Randomize</i>	Yes	No	Not sure	Prefer not to answer
A	Electric vehicle charging station	21%	73%	3%	3%
B	An electric furnace	20%	66%	12%	2%
C	An electric stove	26%	71%	2%	1%
D	An electric heat pump water heater	22%	62%	14%	2%
E	Solar panels	44%	50%	5%	1%
F	Back-up battery storage	18%	69%	11%	2%
G	Improved insulation, windows, roof, or other weatherization improvements	55%	34%	8%	2%
H	Energy efficient lighting	78%	13%	8%	1%

I	Smart home energy/Building management system that monitors, controls heating/air conditioning, lighting, appliances to optimize performance, reduce energy use		43%	45%	10%	2%
Q7	In general, how informed do you feel about the programs and services that are available to help residents/businesses with energy-related improvements? Would you say you feel well informed, somewhat informed, slightly informed, or not at all informed?					
	1	Well informed	15%			
	2	Somewhat informed	38%			
	3	Slightly informed	32%			
	4	Not at all informed	14%			
	98	Not sure	0%			
	99	Prefer not to answer	1%			
Q8	So that I can limit the following questions to just those that apply to your home, which of the following best describes your current home? <i>(asked of residents only)</i>					
	1	Single family detached home	57%			
	2	Apartment	18%			
	3	Condominium or Townhome	19%			
	4	Mobile home	3%			
	99	Prefer not to answer	2%			
Q9	As I read the following list of programs that may be available in your community, please indicate if you were <b>aware</b> of the program's existence prior to taking the survey. Here is the (first/next) one: -----.					
	<i>Randomize</i>		Yes, was aware	No, was not aware	Not sure	Prefer not to answer
<i>All respondents receive items A-F.</i>						
A	Discounted rates for energy used during off-peak hours		79%	18%	2%	1%
B	Programs that allow customers who are unable to install solar to receive <b>renewable energy generated elsewhere</b>		23%	66%	9%	2%
C	Free <b>energy audits</b> and <b>technical assistance</b> on how to improve your household's/business' energy efficiency and lower bills		44%	47%	7%	2%
D	Rebates and incentives to install energy efficient <b>lighting, appliances, and equipment</b>		44%	47%	7%	2%
E	Discounted rates for <b>low-income</b> households <i>(asked of residents only)</i>		67%	27%	5%	1%
F	Discounted rates for those who have <b>medical equipment</b> in their home <i>(asked of residents only)</i>		44%	47%	7%	2%

Only ask items G-J if Q8=(1,3)							
G	Rebates and incentives to <b>replace gas appliances</b> and equipment with electric appliances and equipment	31%	63%	5%	1%		
H	Rebates and incentives to install <b>electric vehicle charging equipment</b>	35%	56%	6%	2%		
I	Rebates and incentives to make <b>energy-efficiency improvements to your home/business' building</b> , such as improved insulation and windows	46%	48%	5%	1%		
J	Rebates and incentives to install <b>solar panels and battery storage</b>	61%	32%	6%	1%		
Q10	For the same list of programs, please indicate how <b>interested</b> your household/business would be in participating in the program. If your household/business is <i>already</i> participating in the program, please indicate so.  Here is the (first/next) one: _____. Would you be very interested, somewhat interested, or not interested in participating in this program?						
	<i>Randomize</i>	Very Interested	Somewhat Interested	Not Interested	Already participating	Not sure	Prefer not to answer
All respondents receive items A-F.							
A	<b>Discounted rates</b> for energy used during off-peak hours	42%	19%	14%	20%	2%	2%
B	Programs that allow customers who are unable to install solar to receive <b>renewable energy generated elsewhere</b>	17%	21%	44%	6%	7%	4%
C	Free <b>energy audits and technical assistance</b> on how to improve your household's/business' energy efficiency and lower bills	26%	29%	32%	6%	5%	3%
D	Rebates and incentives to install energy efficient <b>lighting, appliances, and equipment</b>	35%	29%	21%	8%	4%	3%
E	Discounted rates for <b>low-income households</b> ( <i>asked of residents only</i> )	23%	12%	52%	5%	4%	4%
F	Discounted rates for those who have <b>medical equipment</b> in their home ( <i>asked of residents only</i> )	15%	11%	63%	5%	3%	4%
Only ask items G-J if Q8=(1,3)							
G	Rebates and incentives to <b>replace gas appliances</b> and equipment with electric appliances and equipment	17%	24%	46%	4%	6%	2%
H	Rebates and incentives to install <b>electric vehicle charging equipment</b>	14%	16%	58%	5%	3%	2%
I	Rebates and incentives to make <b>energy-efficiency improvements to your home/business' building</b> , such as improved insulation and windows	30%	31%	28%	7%	2%	2%

J	Rebates and incentives to install <b>solar panels and battery storage</b>	23%	26%	31%	13%	5%	3%
Ask Q11 if Q9=1 AND Q10=(1,2) for any item A-J. Otherwise skip to instruction preceding Q12.							
Q11	You mentioned your household/business would be interested in participating in certain energy programs, but has yet to do so. Is there a particular obstacle or reason keeping you from participating? If yes, ask: Please briefly describe the reason to me. Verbatim responses recorded and later grouped into categories shown below.						
	Not sure / No particular reason	48%					
	Cost	13%					
	Renter, landlord will not allow	8%					
	Not enough need, interest at the moment	7%					
	Need more information	4%					
	Was not aware, not sure how to participate	4%					
	Prefer not to answer	4%					
	Lack of time	3%					
	Financial issues	2%					
	Do not qualify	2%					
	Already participated, upgraded	2%					
	HOA issues	2%					
	Due to age of property	1%					
	Contacted CEA but no timely response	1%					
	Concerns, doubts about saving money	1%					
Ask Q12 & Q13 if Q8=(2,4). Choose home type based on Q8 answer. Otherwise skip to Q14.							
Q12	Does your <<apartment   mobile home>> community have <b>solar panels</b> ? (asked of residents only)						
	1	Yes	26%				
	2	No	66%				
	98	Not sure	8%				
	99	Prefer not to answer	0%				
Q13	Does your <<apartment   mobile home>> community have <b>electric vehicle chargers</b> ? (asked of residents only)						
	1	Yes	8%				
	2	No	90%				
	98	Not sure	2%				
	99	Prefer not to answer	0%				

Section 5: Communication						
Q14	Which of the following would you say is your <b>primary</b> source for information about local events and programs? Ask items 1-5 in random order.					
	1	Newspapers	9%			
	2	Television	20%			
	3	Radio	3%			
	4	Internet, not including Social Media	43%			
	5	Social Media	14%			
	6	None/Don't pay attention to local events and programs	6%			
	98	Not sure	3%			
	99	Prefer not to answer	1%			
Q15	As I read the following ways that the Clean Energy Alliance can communicate with customers, I'd like to know if you think they would be a very effective, somewhat effective, or not at all effective way for communicating with you/your business.					
	<i>Randomize</i>		Very	Somewhat	Not at all	Prefer not to answer
A	Email		39%	40%	19%	2%
B	Electronic Newsletters		24%	44%	30%	3%
C	Social Media like Facebook, Instagram and X		15%	30%	52%	3%
D	Clean Energy Alliance website		24%	48%	25%	2%
E	Newsletters and other materials mailed directly to your house/business		26%	43%	29%	2%
F	Automated phone calls		3%	13%	81%	2%
G	YouTube Videos		16%	39%	43%	2%
H	Text Messages		21%	31%	46%	2%
I	Utility bill inserts		26%	40%	32%	2%
Q16	Prior to taking this survey, were you aware that the energy your household/business uses is provided by the Clean Energy Alliance?					
	1	Yes	78%			
	2	No	18%			
	98	Not sure	3%			
	99	Prefer not to answer	1%			

Q17	If the Clean Energy Alliance could do <i>one</i> thing to better serve you/your business, what would that be? Verbatim responses recorded and later grouped into categories shown below.	
	Not sure / Nothing comes to mind	48%
	Reduce rates, cost	27%
	Provide more detailed information (rates, bill breakdowns, programs, savings)	8%
	Prefer not to answer	5%
	Financial assistance to install solar panels, energy efficient appliances	2%
	Improve, provide more communication, transparency	2%
	Provide more incentives, rebates	2%
	Reduce dividends to shareholders	1%
	Better explanation of CEA vs SDG&E	1%
	Increase energy production, efficiency	1%
	Remove SDG&E	1%
	Remove CEA	1%
	Earlier bill delivery	1%

#### Section 6: Background & Demographics

Thank you so much for your participation. I have just a few background questions for statistical purposes.

D1	In what year were you born? ( <i>asked of residents only</i> ) Year coded into age categories shown below.	
	Under 35	8%
	35 to 44	9%
	45 to 54	15%
	55 to 64	10%
	65 or older	33%
	Prefer not to answer	25%
D2	Do you own or rent your current residence/lease the building your business is in?	
	1 Own	65%
	2 Rent	30%
	99 Prefer not to answer	5%

D3	What is your gender? <i>(asked of residents only)</i>		
	1	Male	48%
	2	Female	46%
	3	Other	1%
	99	Prefer not to answer	4%
D4	What ethnic group do you consider yourself a part of or feel closest to? <i>(asked of residents only)</i>		
	1	African-American/Black	2%
	2	American Indian or Alaskan Native	<1%
	3	Asian -- Korean, Japanese, Chinese, Vietnamese, Indian, Filipino or other Asian	6%
	4	Caucasian/White	37%
	5	Latino/Hispanic	31%
	6	Middle Eastern	<1%
	7	Pacific Islander	1%
	8	Mixed Heritage	2%
	98	Other	1%
	99	Prefer not to answer	19%
D5	This last question is for statistical purposes only. As I read the following income categories, please stop me when I reach the category that best represents your household's total annual income before taxes. <i>(asked of residents only)</i>		
	1	Under \$50,000	22%
	2	\$50,000 to less than \$100,000	18%
	3	\$100,000 to less than \$150,000	17%
	4	\$150,000 or \$200,000	10%
	5	More than \$200,000	14%
	98	Not sure	0%
	99	Prefer not to answer	19%

D6	How many people are currently employed at your worksite? <i>(asked of businesses only)</i>		
	1	0	6%
	2	1 to 2	22%
	3	3 to 5	22%
	4	6 to 10	13%
	5	More than 10	32%
	98	Prefer not to answer	5%
Thanks so much for participating in this important survey! This survey was conducted for the Clean Energy Alliance.			

Post-Interview & Sample Items			
S1	Customer Type		
	Residential		87%
	Commercial		13%
S2	Customer City		
	Carlsbad		18%
	Del Mar		1%
	Escondido		21%
	Oceanside		26%
	San Marcos		15%
	Solana Beach		3%
	Vista		16%
S3	CARE Customer in Database		
	Yes		23%
	No		77%
S4	Rooftop Solar Customer in Database		
	Yes		31%
	No		69%

## Staff Report

**DATE:** May 29, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Greg Wade, Chief Executive Officer

**ITEM 3:** Ratifying Amendment No. 1 and Approving and Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with BrenTech, Inc. for Information and Technology (IT) Services

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### **RECOMMENDATION:**

Adopt Resolution No. 2025-020 ratifying Amendment No. 1 and approving and authorizing execution of Amendment No. 2 to the Professional Services Agreement (PSA) with BrenTech, Inc. for Information and Technology (IT) services.

### **BACKGROUND AND DISCUSSION:**

On November 21, 2023, Clean Energy Alliance (CEA) executed a PSA with BrenTech, Inc. (BrenTech) to provide IT consultant services (\$14,000) and computer hardware, software and equipment purchases (\$30,000) to support CEA and its staff for total compensation not to exceed \$44,000. On July 31, 2024, CEA and BrenTech executed Amendment No. 1 to the PSA which allowed for \$28,000 of additional consultant services (total of \$42,000) and additional equipment purchases of \$40,000 (total of \$70,000) for a not-to-exceed contract amount of \$68,000. Pursuant to Amendment No. 1, the term of the PSA was to expire after 200 hours of consultant services had been provided. We are nearing the end of this allocation and, therefore, a third amendment is necessary to continue to provide these vital services to CEA.

As staff has begun expanding, CEA's IT service needs and equipment purchases are also expanding. Additionally, CEA recently implemented a migration from the Google Workspace platform to the Microsoft Office 365 SharePoint platform. BrenTech provided invaluable support during this transition as they have with onboarding employees. Maintaining CEA's contractual relationship with BrenTech during these formative years and staff expansion is essential to providing quality service to our customers, improving and protecting our information systems and ensuring we are operating at optimal efficiency.


During the execution of Amendment No. 1, it was not anticipated that contract costs would exceed the \$100,000 threshold requiring CEA Board approval. During this fiscal year, however, total compensation expended under this PSA is expected to exceed \$100,000. Amendment No. 2 will also surpass this

threshold. As such, staff is seeking Board ratification of Amendment No. 1 and approval of Amendment No. 2 to the PSA with BrenTech for IT consultant services and equipment purchases. Services provided under this Amendment No. 2 will begin on June 1, 2025. For Amendment No. 1, BrenTech held the hourly rates at the 2023 levels. For this Amendment No. 2, BrenTech has indicated that their rates will increase to current level. Therefore, Exhibit C (Compensation) of the PSA will be amended to reflect the update rates and the level of compensation recommended in Amendment No. 2 to the PSA.

**FISCAL IMPACT:**

Attached to this staff report are Amendments No. 1 and 2 to the PSA with BrenTech. With the increase in CEA staffing, it is anticipated that a corresponding increase in consultant services and equipment purchases will be needed. As such, Amendment No. 2 allocates four hundred (400) hours of consultant services at a total amount of \$53,200 and an additional \$40,000 for equipment for a total contract amount not to exceed \$93,200. CEA Board ratification and authorization is required as the total amount of consultant services and equipment under this PSA exceeds \$100,000. Funds have been budgeted in the Fiscal Year (FY) 2024-25 Budget to support Amendment No. 1 and will be budgeted in the FY 2025-26 Budget for the services anticipated under Amendment No. 2.

Submitted for Board consideration:

  
\_\_\_\_\_  
Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2025-020
- B. Amendment No. 1 to the Professional Services Agreement with BrenTech, Inc.
- C. Amendment No. 2 to the Professional Services Agreement with BrenTech, Inc.

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2025-020**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY  
ALLIANCE RATIFYING AMENDMENT NO. 1 AND APPROVING  
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH BRENTech, INC.**

**WHEREAS**, Clean Energy Alliance (CEA) is a Joint Powers Authority, formed in November 2019, whose members cities include Carlsbad, Del Mar, Escondido, Oceanside, San Marcos, Solana Beach and Vista; and

**WHEREAS**, as a load serving entity with a load that has grown from its conception in 2019 to its current service area and staffing level in 2025, CEA requires the continuing services of its Information and Technology (IT) services consultant, BrenTech, Inc. (BrenTech); and

**WHEREAS**, the Interim Chief Executive Officer (CEO) of CEA executed an initial Professional Services Agreement (PSA) with BrenTech on November 21, 2023; and

**WHEREAS**, the Chief Executive Officer (CEO) of CEA executed Amendment No. 1 to the PSA with BrenTech on July 31, 2024; and

**WHEREAS**, as CEA's service territory has expanded, additional staff has been hired and CEA's need for IT support services has also grown and the CEA Board or Directors (Board) now desires to ratify Amendment No. 1 and approve Amendment No. 2 to extend its PSA for IT Services with BrenTech beginning on June 1, 2025.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Clean Energy Alliance, as follows:

Section 1. The Board of Directors of Clean Energy Alliance hereby ratifies Amendment No. 1 to the Professional Services Agreement with BrenTech, Inc. for IT Services and Equipment purchases with the annual amount not to exceed to \$68,000, beginning July 31, 2024.

Section 2. The Board of Directors of Clean Energy Alliance hereby approves Amendment No. 2 to the Professional Services Agreement with BrenTech, Inc. for IT Services and Equipment purchases with the annual amount not to exceed to \$123,200, beginning June 1, 2025.

Section 2. The Board of Directors of Clean Energy Alliance hereby authorizes and directs the CEO to execute such Amendment No. 2 in a form substantially similar to that presented to the Board on May 29, 2025.

Section 3. This Resolution shall take effect immediately upon approval.

The foregoing Resolution was passed and adopted this 29<sup>th</sup> day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

Katie Melendez, Board Chair

ATTEST:

---

Kaylin McCauley, Clerk to the Board

# Clean Energy Alliance

## JOINT POWERS AUTHORITY

Attachment B

### Amendment #1 to Agreement Between the Clean Energy Alliance and BrenTech, Inc. for Technology Support Services Effective July 31, 2024

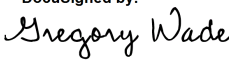
The Agreement between the Clean Energy Alliance and BrenTech, Inc. for Technology Support Services dated November 21, 2023 (the "Agreement") is hereby amended as follows:

1. Section 1 of the Agreement (TERM) is amended to reflect termination when two hundred (200) hours of service have been provided, unless terminated earlier pursuant to the Agreement.
2. Section 3 of the Agreement (COMPENSATION TO CONSULTANT) is deleted in its entirety and replaced with the following:

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed \$28,000 dollars based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference, and equipment purchases approved in writing by Authority in advance as set forth in Exhibit "C," in an amount not to exceed \$40,000. Total compensation under this Agreement shall not exceed \$68,000.

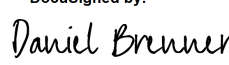
3. All other provisions of the Agreement shall remain in full force and effect.

CLEAN ENERGY ALLIANCE

DocuSigned by:  
  
By: \_\_\_\_\_  
4AADEA2701994CC...  
Gregory Wade, Chief Executive Officer

Date: 7/31/2024  
\_\_\_\_\_

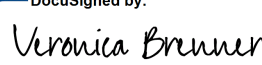
BRENTech, INC., a California corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
EFD2EFBBCA764E5...  
Daniel Brenner, CEO and CFO

Date: 7/31/2024  
\_\_\_\_\_

APPROVED AS TO FORM

DocuSigned by:  
  
By: \_\_\_\_\_  
9C957638FB184D5...  
Johanna N. Canlas, General Counsel

DocuSigned by:  
  
By: \_\_\_\_\_  
DA38D888250E4B8...  
Veronica Brenner, Secretary

Date: 7/31/2024  
\_\_\_\_\_

**Amendment No. 2 to  
Agreement Between the Clean Energy Alliance and  
BrenTech, Inc. for Technology Support Services  
Effective July 1, 2025**

The Agreement between Clean Energy Alliance and BrenTech, Inc. for Technology Support Services dated November 21, 2023 (the "Agreement") is hereby amended as follows:

1. Section 1 of the Agreement (TERM) is amended to reflect termination when four hundred (400) hours of service have been provided, unless terminated earlier pursuant to the Agreement.
2. Section 3 of the Agreement (COMPENSATION TO CONSULTANT) is deleted in its entirety and replaced with the following:

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed \$53,200 dollars based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference, and equipment purchases approved in writing by Authority in advance as set forth in Exhibit "C," in an amount not to exceed \$70,000. Total compensation under this Agreement shall not exceed \$123,200.

3. Exhibit C of the Agreement (Compensation) is deleted in its entirety and replaced with the new Exhibit C attached hereto.
4. All other provisions of the Agreement shall remain in full force and effect.

CLEAN ENERGY ALLIANCE

BRENTECH, INC., a California corporation

By: \_\_\_\_\_  
Gregory Wade, Chief Executive Officer

By: \_\_\_\_\_  
Daniel Brenner, CEO and CFO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
Veronica Brenner, Secretary

\_\_\_\_\_  
Johanna N. Canlas, General Counsel

Date: \_\_\_\_\_

### **Exhibit C** **Compensation**

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibits "A" and "B" shall not exceed a total of \$123,200 dollars for four hundred (400) contract hours of service and equipment purchases. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

The hourly rate for Consultant's services is based on prepayment of the not-to-exceed retainer amount of \$53,200. Consultant shall invoice, and to the Authority will pay, in four equal pre-paid installments of \$13,300, with the first invoice to be issued after execution of Agreement. **Contract hours are prepaid and once depleted, the Agreement is considered terminated unless the Parties mutually agree otherwise and payment for addition contract hours is made.**

#### Rates

400 hours of service @ \$133.00 per hour with a one hour minimum charge.

<b>Personnel</b>	<b>Billing Details</b>	<b>Hourly</b>
Technicians	Invoiced at 1 contract hour for each hour worked	
Engineers	Invoiced at 1.25 contract hours for each hour worked	
	Labor hours after normal business hours billed a 1.5 times above technician and engineering rates.	
Technician	For hours above contracted hours in a year	<b>\$189</b>
Engineers	For hours above contracted hours in a year	<b>\$239</b>

#### **TRAVEL TIME**

All time approved in writing in advance will be charged against the Agreement and will include a round trip travel charge for areas outside of the local area, calculated as travel time North of Hwy 78, South of Hwy 94, and East of 67 Hwy, billed in 15 minute increments beginning at perimeter of local area. There shall be no additional charge for mileage, which shall be deemed to be included in the hourly compensation rate.

#### Accounting

**Monthly Accounting:** Consultant shall submit monthly accounting to the Authority describing the services performed and the actual hours worked and charged against the retainer (including a

summary of the work performed during that period, personnel who performed the services and hours worked) and include an invoice for the next \$13,300 once the current retainer balance is below \$2,000.

#### Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Authority shall reimburse Consultant under this Agreement for pass through costs, such as computer equipment, parts and software, that the Authority authorizes Consultant to incur in writing in advance. There shall be no reimbursement for any costs that are not approved by Authority in writing in advance.

#### Ancillary Costs

All ancillary costs to provide services to Authority shall be paid for upon prior written approval by Authority, which may include computer equipment and other pass through costs requested by the Authority and approved in writing in advance.

#### Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority prior to commencement of any additional services. Consultant shall submit, at the Board's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

### **Exhibit C** **Compensation**

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibits “A” and “B” shall not exceed a total of **\$93,200 dollars for 400 contract hours** of service and equipment purchases. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

The hourly rate for Consultant’s services is based on prepayment of the not-to-exceed retainer amount of \$53,200. Consultant shall invoice, and to the Authority will pay, in four equal pre-paid installments of \$13,300, with the first invoice to be issued after execution of Agreement. **Contract hours are prepaid and once depleted, the Agreement is considered terminated unless the Parties mutually agree otherwise and payment for addition contract hours is made.**

#### Rates

**400 hours of service @ \$133.00 per hour with a one hour minimum charge.**

<b>Personnel</b>	<b>Billing Details</b>	<b>Hourly</b>
Technicians	Invoiced at 1 contract hour for each hour worked	
Engineers	Invoiced at 1.25 contract hours for each hour worked	
	Labor hours after normal business hours billed a 1.5 times above technician and engineering rates.	
Technician	For hours above contracted hours in a year	<b>\$189</b>
Engineers	For hours above contracted hours in a year	<b>\$239</b>

#### **TRAVEL TIME**

All time approved in writing in advance will be charged against the Agreement and will include a round trip travel charge for areas outside of the local area, calculated as travel time North of Hwy 78, South of Hwy 94, and East of 67 Hwy, billed in 15 minute increments beginning at perimeter of local area. There shall be no additional charge for mileage, which shall be deemed to be included in the hourly compensation rate.

#### Accounting

**Monthly Accounting:** Consultant shall submit monthly accounting to the Authority describing the services performed and the actual hours worked and charged against the retainer (including a summary of the work performed during that period, personnel who performed the services and

hours worked) and include an invoice for the next \$13,300 once the current retainer balance is below **\$1,400**.

#### Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Authority shall reimburse Consultant under this Agreement for pass through costs, such as computer equipment, parts and software, that the Authority authorizes Consultant to incur in writing in advance. There shall be no reimbursement for any costs that are not approved by Authority in writing in advance.

#### Ancillary Costs

All ancillary costs to provide services to Authority shall be paid for upon prior written approval by Authority, which may include computer equipment and other pass through costs requested by the Authority and approved in writing in advance.

#### Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority prior to commencement of any additional services. Consultant shall submit, at the Board's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

## Staff Report

**DATE:** May 29, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Greg Wade, Chief Executive Officer

**ITEM 4:** Consideration of Resolution No. 2025-021 Approving Amendment No. 1 to the Power Purchase Agreement with Deer Creek Solar I, LLC

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### **RECOMMENDATION:**

Adopt Resolution No. 2025-021 approving and authorizing the Chief Executive Officer to execute Amendment No. 1 to Clean Energy Alliance's (CEA's) Renewable Power Purchase Agreement (PPA) with Deer Creek Solar I, LLC.

### **BACKGROUND AND DISCUSSION:**

At its August 2024 meeting, the CEA Board of Directors voted to approve a PPA with Deer Creek Solar 1, LLC for approximately 18MW of a 50MW hybrid solar and storage facility located in Terra Bella, California. The project supports CEA's compliance with its obligations under the Midterm Reliability (MTR) proceeding administered by the California Public Utilities Commission (CPUC). Construction on the project has been progressing on schedule and the target April 2026 Commercial Operations Date (COD) is still feasible and expected.

While almost all of the materials required for project construction had already been ordered and delivered by early 2025, certain key equipment supplies were not scheduled to ship from China to the United States until late 2025. The project developer provided notice to CEA after recent tariff announcements that these tariffs are expected to apply to the remaining equipment to be delivered, materially increasing project costs. At the indicative tariffs of 145-150% which had been announced in early April, CEA was facing a potential increase of approximately 44% of the contract cost for the storage portion of the project, thereby threatening CEA's ability to proceed with the PPA altogether.


Working with the project developer, CEA was able to negotiate an earlier delivery of the remaining equipment during the current 90-day period during which a lower tariff rate has been set. Though the current tariff rate is still higher than the project's original assumed cost of tariffs – CEA's expected cost increase is still approximately 4% above the originally contracted cost for the storage portion of the project – early delivery of this equipment under the current tariff rate is anticipated to limit exposure to potential future tariff increases.

### **FISCAL IMPACT:**

Attached to this staff report is a redacted Amendment No. 1 to the PPA for the Deer Creek project. The specific terms of this amendment are commercially sensitive and confidential, but the cost increase to CEA is approximately 4% above the previously agreed rate for the storage portion of the project, or a total cost

increase of less than \$200,000 per year. CEA's goal is to keep this project progressing on schedule in order to support its MTR obligations. Funds for this project and the potential cost increase will begin to be budgeted in the Fiscal Year (FY) 2025-26 Budget to align with the project's April 2026 COD.

Submitted for Board consideration:



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Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2025-021
- B. Amendment No. 1 to the Renewable Power Purchase Agreement with Deer Creek Solar I, LLC

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2025-021**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY  
ALLIANCE APPROVING AMENDMENT NO. 1 TO THE RENEWABLE POWER  
PURCHASE AGREEMENT WITH DEER CREEK SOLAR I, LLC**

**WHEREAS**, Clean Energy Alliance (CEA) is a Joint Powers Authority, formed in November 2019, whose members cities include Carlsbad, Del Mar, Escondido, Oceanside, San Marcos, Solana Beach and Vista; and

**WHEREAS**, California Public Utilities Commission (CPUC) Decisions 21-06-035 and 23-02-040 require all load serving entities, including community choice aggregators, to procure additional resources to ensure sufficient resources are available for reliability as older nonrenewable resources, which decisions are commonly and collectively referred to as a load serving entity's Midterm Reliability requirement; and

**WHEREAS**, the CEA's Board of Directors approved a Power Purchase Agreement (PPA) with Deer Creek Solar 1, LLC on August 29, 2024 to support CEA meeting its Midterm Reliability requirements; and

**WHEREAS**, CEA and the project developer have negotiated a proposed Amendment No. 1 to the PPA to address cost increases associated with 2025 tariffs imposed on key equipment supplies for the project;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Clean Energy Alliance, as follows:

Section 1. The Board of Directors of Clean Energy Alliance hereby approves Amendment No. 1 to the Renewable Power Purchase Agreement with Deer Creek Solar I, LLC.

Section 2. The Board of Directors of Clean Energy Alliance hereby authorizes and directs the CEO to execute such Amendment No. 1 in a form substantially similar to that proposed to the Board on May 29, 2025.

Section 3. This Resolution shall take effect immediately upon approval.

The foregoing Resolution was passed and adopted this 29<sup>th</sup> day of May, 2025, by the following vote:

NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

---

Katie Melendez, Board Chair

ATTEST:

---

Kaylin McCauley, Clerk to the Board

## FIRST AMENDMENT TO RENEWABLE POWER PURCHASE AGREEMENT

**THIS FIRST AMENDMENT TO RENEWABLE POWER PURCHASE AGREEMENT** ("First Amendment") is made and entered into as of this 21<sup>st</sup> day of May 2025 by and between **Deer Creek Solar I, LLC**, a Delaware limited liability company ("Seller") and **Clean Energy Alliance**, a California joint powers authority ("Buyer"). Seller and Buyer are referred to individually as a "Party" or collectively as the "Parties".

### RECITALS

**WHEREAS**, Buyer and Seller have entered into that certain Renewable Power Purchase Agreement dated as of November 25, 2024 (the "PPA" or "Agreement");

**WHEREAS**, following the Effective Date, certain import tariffs have been imposed on non-electric vehicle lithium-ion batteries from China including the batteries to be used at the Facility (the "Tariffs");

**WHEREAS**, as a result of such Tariffs being increased as of May 15, 2025 to a rate of forty and nine-tenths percent (40.9%), a change in Law under the PPA has occurred;

**WHEREAS**, Seller reasonably expects to incur in excess of [REDACTED] of Contract Capacity in costs and expenses as a result of the Tariffs and, if this occurs, Seller will have met the Compliance Expenditure Cap as set forth in Section 3.11 of the PPA;

**WHEREAS**, the Parties have agreed to increase the Storage Rate as set forth below to include the expected additional cost of the Tariffs that exceed the Compliance Expenditure Cap; and

**WHEREAS**, the Parties hereto desire to amend the PPA in accordance with the terms set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

### AGREEMENT

1. Amendment. The Parties agree to delete the "Storage Rate" table on the Cover Sheet of the PPA and replace it with the following table:

Contract Year	Storage Rate
1 – 15	[REDACTED]/kW-mo. (flat with no escalation)

2. Buyer and Seller agree to work in good faith and in accordance with Section 3.11 of the PPA with respect to the impacts of any increases or decreases in the Tariffs as modified on and after the effective date of this First Amendment.

3. Within thirty (30) days after the Commercial Operation Date, Seller shall provide written documentation certified by an officer of Seller with knowledge demonstrating the actual costs incurred by Seller due to the Tariffs. To the extent Seller did not incur the additional forecasted costs associated with

such Tariffs, the Storage Rate shall be reduced to reflect such savings, provided that such reduction shall not be to an amount below the initial Storage Rate as of the Effective Date.

## **GENERAL PROVISIONS**

i. Definitions; Interpretation. All capitalized terms used in this First Amendment (including the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

ii. Agreement Otherwise Not Affected. Except for the amendments pursuant hereto, the Agreement remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects. The execution and delivery of, or acceptance of, this First Amendment and any other documents and instruments in connection herewith by either Party shall not be deemed to create a course of dealing or otherwise create any express or implied duty by it to provide any other or further amendments, consents, or waivers in the future.

iii. Entire Agreement. This First Amendment along with the Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication or prior writings related thereto.

iv. Binding Effect. This First Amendment shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.

v. Costs and Expenses. Each Party shall be responsible for any costs and expenses incurred by such Party in connection with the negotiation, preparation, execution and delivery of this First Amendment and any other documents to be delivered in connection herewith.

vi. Governing Law. This First Amendment shall be governed by, construed, and enforced under the laws of the state of California without giving effect to its conflicts of law principles that would require the application of the laws of another state.

vii. Amendments. This First Amendment may not be modified, amended or otherwise altered except by written instrument executed by the Parties' duly authorized representatives.

viii. Interpretation. This First Amendment is the result of negotiations between and has been reviewed by counsel to each of the Parties and is the product of all Parties hereto. Accordingly, this First Amendment shall not be construed against either Party merely because of such Party's involvement in the preparation hereof.

ix. Counterparts. This First Amendment may be executed and delivered in counterparts, all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this First Amendment by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties to this First Amendment have executed, or caused to be executed, this First Amendment as of the day and in the month and year first above written.

**CLEAN ENERGY ALLIANCE**, a California  
joint powers authority

**DEER CREEK SOLAR I, LLC**,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Staff Report

**DATE:** May 29, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Greg Wade, Chief Executive Officer

**ITEM 5:** Clean Energy Alliance Chief Executive Officer Operational and Administrative Report

---

### **RECOMMENDATION:**

Receive and File the Chief Executive Officer (CEO) Operational and Administrative Report.

### **BACKGROUND AND DISCUSSION:**

This report provides an update to the Clean Energy Alliance (CEA) Board regarding operational and administrative activity.

### **OPERATIONAL UPDATE**

#### ***Oceanside & Vista Enrollment Complete***

Following the final Net Energy Metering enrollment in March, CEA continues to receive calls, opt-outs, and opt-up requests from Oceanside and Vista residents and businesses.

The statistics as of May 13, 2025, are as follows:

City	Eligible Customers	Opt-Downs to 50% Renewable	Opt-Ups to 100% Renewable	Opt-Outs	Participation Rate
Oceanside	73,933	209	102	4,619	93.3%
Vista	39,437	88	330	1,927	94.7%
<b>TOTAL</b>	<b>113,370</b>	<b>297</b>	<b>432</b>	<b>6546</b>	<b>94.2%</b>

#### ***CEA in the Community***

To provide opportunities for the customer and communities we serve to meet with CEA staff and have their questions answered, staff continue to attend several in-person community events and give presentations. CEA has been busy with many of these scheduled outreach efforts. Recent events and presentations that CEA participated in:

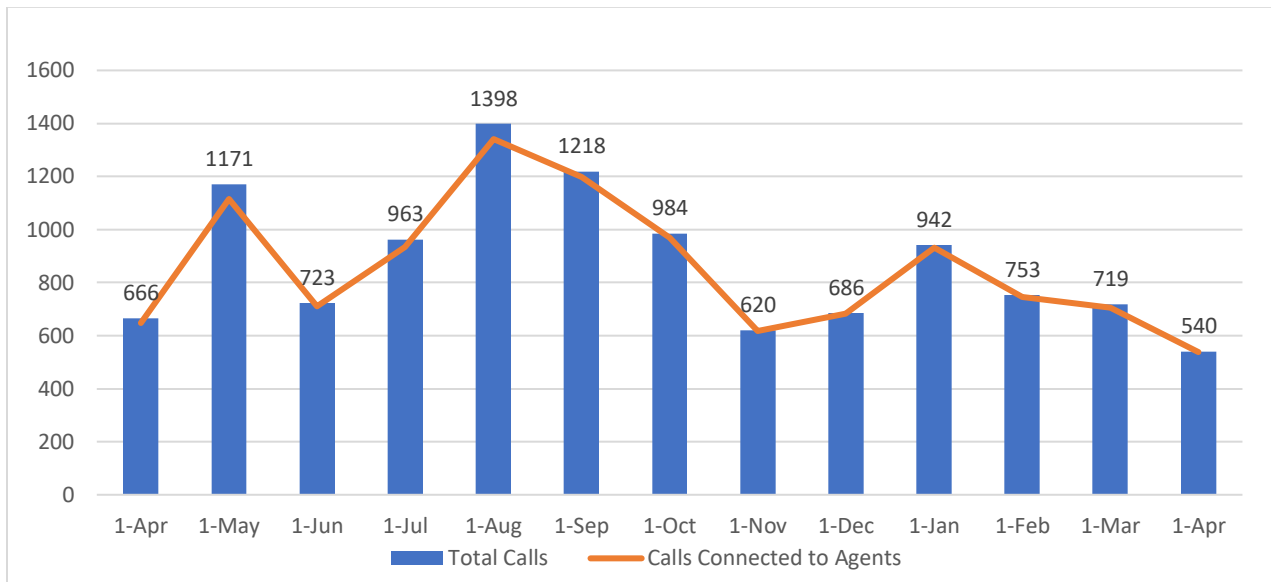
DATE	DESCRIPTION
April 24, 2025	GRAZE at the Fields
April 25, 2025	Dr. Bronner's Staff Earth Day Extravaganza
April 26, 2025	Oceanside Earth Day Community Event

Upcoming events in which CEA will be participating include:

DATE	DESCRIPTION
May 25, 2025	Vista Strawberry Festival
May 30, 2025	San Diego Equality Awards
May 31 – June 1, 2025	Solana Beach Fiesta Del Sol

#### Call Center Activity and Participation Statistics

The following chart reflects customer activity through April 31, 2025.



Call volumes to CEA's Call Center decreased 25% from March 2025 to April 2025. The most common call topics for all customers (commercial and residential) were related to Billing inquiries, General Information, and Net Energy Metering.

The total number of calls received, response times and call duration through April 31, 2025, were as follows:

Call Center Monthly Summary - April 2025					
Stats by Month	Apr	Mar	Feb	Jan	Total
Total Calls	540	719	753	942	29,193
Total Calls Connected to Agents	538	705	746	931	28,580
Average Seconds to Answer	0:00:04	0:00:21	0:00:21	0:00:10	-
Average Call Duration	0:09:10	0:09:56	0:09:59	0:10:49	-

The following chart reflects enrollments in CEA's power supply products by City as of May 13, 2025:

Member City	Clean Impact – 50% Renewable	Clean Impact Plus - 75% Carbon Free	Green Impact – 100% Renewable
Carlsbad	174	49,250	228
Del Mar	7	2,747	73
Escondido	148	53,190	69
Oceanside	198	68,694	96
San Marcos	113	34,364	75
Solana Beach	14	6,897	160
Vista	85	36,394	322
<b>TOTAL ACCOUNTS</b>	<b>739</b>	<b>252,086</b>	<b>1,023</b>

#### *Solar Plus & Channel Partners Expansion*

The Solar Plus Program has expanded to include *Solar Plus Connect*, a new offering designed specifically for income eligible customers including CARE/FERA customers. This initiative is integrated into the Channel Partner training framework to ensure a streamlined rollout.

To date, eight of the eleven approved Channel Partners have completed program orientation and marketing training, with five of those partners having finalized training and signed participation agreements. A list of qualified partners is available on the Solar Plus page of the CEA website.

Tesla Direct has successfully completed four system installations and currently has ten customers in the pipeline. In the two weeks since qualification, Channel Partners have already enrolled five new customers. CEA staff continue to support the program by attending orientations and recruitment meetings to facilitate partner onboarding and ensure program readiness.

#### *AMI Audit Complete*

CEA conducted an audit of its privacy and data security policies for the period from January 1, 2022, through December 31, 2024, ensuring compliance with California Public Utilities Commission (CPUC) Decision D.12-08-045. The audit assessed key areas, including data security measures, transparency, use and disclosure practices, customer access controls, and data retention policies. The methodology involved reviewing CEA's privacy notices, internal policies, third-party agreements, security breach records, and legal disclosure logs. Additionally, third-party IT specialists conducted vulnerability scans, inspected data security frameworks, and evaluated compliance with industry standards.

The findings confirmed that CEA has implemented strong technical and physical safeguards to protect customer data, with a high security rating of 770 out of 820. No unauthorized breaches affecting over 1,000 customers were detected during the review period. Privacy notices were consistently provided to customers ensuring transparency and compliance with CPUC requirements. Regarding data usage, CEA shared Covered Information with three third parties under strict contractual agreements but did not disclose data for secondary purposes or legal proceedings. Customers were provided convenient access to their data and could request modifications via phone, email, or mail. The audit also found that CEA maintains records retention policies, ensuring that customer data is stored only as long as necessary for operational needs.

Overall, the audit revealed no exceptions or compliance issues, confirming that CEA meets privacy and security requirements for handling customer energy data. These findings reinforce CEA's commitment to data protection and regulatory compliance.

*Incentive Finder*

CEA has partnered with PaulosAnalysis to launch the Incentive Finder, a web-based tool to help customers find incentives that they are specifically eligible for. The tool searches for incentives based on zip code, renter/homeowner, household income, tax filing status, and household size to provide customized results. The tool is unique in pulling data from federal, state, regional and CEA member cities. PaulosAnalysis will maintain the data/software, continuing to update the tool as incentives are launched, revised or terminated. The tool is used by other Community Choice Aggregators including AVA, MCE, Orange County Power Authority, Peninsula Clean Energy.

*CEA Employee Recruitment*

CEA has completed its recruitment efforts to fill the Clerk to the Board/Executive Assistant position as well as the four positions authorized by the Board in January 2025. We are happy to report that five employees have completed their pre-employment screening and will begin with CEA on June 2, 2025. We will announce those employees in June and introduce them to the Board at the June Board Meeting.

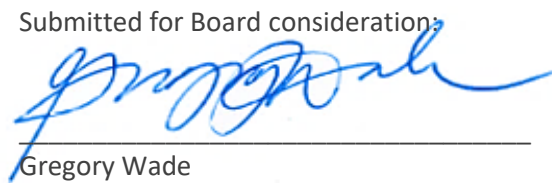
*Contracts \$50,000 - \$100,000 entered into by Chief Executive Officer*

VENDOR	DESCRIPTION	AMOUNT
None.		

**FISCAL IMPACT:**

There is no fiscal impact with this action.

Submitted for Board consideration:



\_\_\_\_\_  
Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

None.

## Staff Report

**DATE:** May 29, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 6:** Public Hearing and Adoption of Resolution No. 2025-022 Setting Rates for the Battery Bonus Program and Approving and Ratifying Battery Bonus Program Agreements

---

### **RECOMMENDATION:**

Hold the Public Hearing and Adopt Resolution No. 2025-022, which would:

1. Approve the Battery Bonus Program Rates; and
2. Approve the Professional Services Agreements with Participate.Energy for the Battery Bonus Program and authorize the Chief Executive Officer to execute all necessary documents, subject to General and Special Counsel approval; and
3. Ratify the Professional Services Agreement with Haven Energy Services, Inc., for the Battery Bonus Connect Program.

### **BACKGROUND:**

CEA's Solar Plus and Solar Plus Connect programs provide solar and battery systems for customers in the CEA territory. Customers in the CEA territory with existing solar systems without batteries or living in a multifamily dwelling without access to solar could benefit from a whole home battery enhancement. On November 25, 2024, to meet the needs of those customers, CEA issued a Request for Proposals (RFP) for Behind the Meter (BTM), Battery Only Service Providers. CEA received proposals from four (4) interested parties.

### **DISCUSSION:**

Following the RFP evaluation process, staff recommends acceptance of two proposals for the BTM Battery Only Program (Battery Bonus Program). Haven Energy Services, Inc. (Haven) was selected by staff given their initial "no cost" proposal to provide battery retrofits to Self-Generation Incentive Program (SGIP) qualified customers in CEA territory. Haven's Professional Services Agreement (PSA) provides battery retrofits at no cost to CEA (or the customers) through the Battery Bonus Connect Program. Due to the timing of the SGIP funding release this month, the PSA was executed by the CEO to allow Haven Energy Services, Inc. to begin enrollment of customers into the program.

Participate.Energy (PE) is also recommended by staff to provide battery retrofits to existing solar customers in CEA territory. Given that PE manages CEA's Solar Plus Program, they will be able to seamlessly integrate the Battery Bonus Program into their current offerings on behalf of CEA. CEA customers will also have access to PE's Channel Partners for estimates and installation of batteries to support existing solar systems.

Like the Solar Plus Program, customers of the Battery Bonus Program (non-SGIP eligible) would have no upfront costs and would be charged a monthly fee ranging between \$50 to \$115 per battery per month. The established fee or rate would be based on a variety of factors including installation complexity, installation costs and customer preference. In no case would the rate exceed \$115 per month. Some of the price drivers that would determine the established rate include:

Installation Complexity	Installer Costs	Customer Preference
<ul style="list-style-type: none"><li>• Main service panel upgrade</li><li>• Relocating critical loads</li><li>• Fire or local code compliance</li></ul>	<ul style="list-style-type: none"><li>• Union labor / prevailing wages</li><li>• Larger installation crews</li><li>• Sales and marketing costs</li></ul>	<ul style="list-style-type: none"><li>• Equipment selection</li><li>• Additional batteries to extend back-up capabilities</li><li>• Preferred installation location</li><li>• Trenching vs external conduit</li></ul>

Customers interested in the Battery Bonus Program can begin the process in several ways, first, by visiting the Programs page on the CEA website([www.thecleanenergyalliance.org](http://www.thecleanenergyalliance.org)), responding to program marketing materials, contacting Participate.Energy (PE) or contacting one of CEA's Channel Partners. Once initial contact is made, the customer will be connected with an installer who will assess their home energy needs and site conditions. Based on this assessment, the installer will provide a customized quote that reflects the key factors listed above. This personalized quote ensures that customers have a clear understanding of the scope and cost of installation along with the associated monthly battery payment (rate) before moving forward.

**FISCAL IMPACT:**

There is no direct fiscal impact by this action. However, PE will pay CEA

Submitted for Board consideration:



Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2025-022
- B. Participate.Energy Battery Bonus Professional Services Agreement
- C. Haven Energy Services, Inc. Battery Bonus Connect Professional Services Agreement
- D. Public Hearing Notice

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2025-022**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY ALLIANCE SETTING THE BATTERY BONUS PROGRAM RATES, APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH PARTICIPATE.ENERGY AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL NECESSARY DOCUMENTS, SUBJECT TO GENERAL AND SPECIAL COUNSEL APPROVAL, AND RATTIFYING THE PROFESSIONAL SERVICES AGREEMENT WITH HAVEN ENERGY SERVICES, INC., FOR THE BATTERY BONUS CONNECT PROGRAM**

**WHEREAS**, Clean Energy Alliance (CEA) is a joint powers agency, formed in November 2019, under the Joint Exercise of Power Act, California Government Code Section 6500 *et seq.*; and

**WHEREAS**, Section 4.6 of the Joint Powers Authority (JPA) Agreement establishes the specific responsibility of the CEA Board of Directors to adopt retail rates for power; and

**WHEREAS**, on October 26, 2023, the CEA Board of Directors (Board) adopted Resolution No. 2023-009 setting rates and approving agreements for the CEA Solar Plus Residential Distributed Microgrids Program making Solar and Battery Storage Systems available to CEA customers; and

**WHEREAS**, on November 21, 2024, the Board conducted a Public Hearing and approved Resolution No. 2024-021 setting new rates for Solar Plus and Solar Plus Connect that contemplated allowing allows local installers (Channel Partners) to participate in the Solar Plus Program; and

**WHEREAS**, on January 30, 2025, the Board approved the Distributed Microgrids Framework Program Agreement, including its schedule and attachments, with Participate.Energy (the “Agreement”) for the expansion of the Solar Plus Program to allow additional Installers, also known as Channel Partners; and

**WHEREAS**, On November 25, 2024, to meet the needs of CEA customers who have solar systems without batteries, CEA issued a Request for Proposals (RFP) for Behind the Meter (BTM), Battery Only Service Providers to provide a battery retrofit offering to customers with existing solar systems;

**WHEREAS**, following completion of the RFP process, CEA Staff selected Haven Energy Services for the Battery Bonus Connect Program and Participate.Energy for the Battery Bonus Program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Clean Energy Alliance, as follows:

Section 1. The Board of Directors of Clean Energy Alliance hereby approves the Battery Bonus and Battery Bonus Connect Program Agreements, including its schedule and attachments, with Haven Energy Services for Battery Bonus Connect and Participate.Energy for the Battery Bonus Program.

Section 2. The Board of Directors of Clean Energy Alliance hereby approves CEA rates for the Battery Bonus Program as detailed below and included in Attachment D:

\$50 - \$115 per Battery per Month

Section 3. The Board of Directors of Clean Energy Alliance hereby Ratifies Approval and Execution by the Chief Executive Officer a Professional Services Agreement between Haven Energy Services Inc. and Clean Energy Alliance (CEA).

Section 4. CEA's Chief Executive Officer is hereby authorized and directed to execute the Battery Bonus Program Agreements in forms acceptable to General and Special Counsel and take such other and further actions as may be necessary and proper to accomplish the purposes of this Resolution.

Section 5. This Resolution shall take effect immediately upon approval.

The foregoing Resolution was passed and adopted this 29th day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

Katie Melendez, Board Chair

ATTEST:

---

Kaylin McCauley, Clerk to the Board

**AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND  
PARTICIPATE.ENERGY FOR  
BEHIND THE METER RESIDENTIAL BATTERY ONLY SERVICES**

THIS AGREEMENT, is entered into this 30<sup>th</sup> day of May 2025, by and between CLEAN ENERGY ALLIANCE, an independent joint powers authority (“Authority”), and Participate.Energy LLC, a Delaware limited liability company, (“Consultant”) (collectively referred to as the “Parties” or individually as a “Party”), with respect to the following essential facts:

**RECITALS:**

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Sections 6500 *et seq.*) (“Act”) with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein and is duly authorized and registered to do business in the State of California.

C. Authority and Consultant desire to enter into this Agreement for Behind-The-Meter (“BTM”) Residential Battery Only Services.

NOW, THEREFORE, the Parties mutually agree as follows:

**1. TERM**

The term of this Agreement shall commence on May 30, 2025, and shall terminate on May 29, 2027, unless terminated earlier pursuant to Section 19 hereof or extended upon the written mutual agreement of the Parties.

**2. SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit “A” pursuant to the schedule of performance set forth in Exhibit “B,” both of which are attached hereto and incorporated herein fully by this reference.

**3. COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement based on the rates and terms set forth in Exhibit “C,” which is attached hereto and incorporated herein by this reference.

**4. TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with or exceeding the prevailing standards for a BTM Residential Energy Program consultant in California and agrees that all services shall be performed by qualified and experienced personnel in conformity with the applicable requirements of federal, state and local laws in effect at the time that the services are being performed.

**6. INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant as an independent contractor and in pursuit of Consultant's independent calling, except to the extent that they are limited by statute, rule or regulation or the express terms of this Agreement. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of the services required by this Agreement, Authority only being concerned with the finished results of the work being performed. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, employer-paid payroll taxes, Social Security, retirement benefits, health benefits, unemployment insurance, workers' compensation plans, vacation and sick leave, nor any other benefits are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. It is the intent of the Parties that neither Consultant nor its officers, employees or agents are to be considered employees of Authority, whether "common law" or otherwise, and Consultant shall indemnify, defend and hold Authority harmless from any such obligations related to its officers, employees and agents.

**7. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Sections 6500 *et seq.*) pursuant to a Joint Powers Agreement dated November 4, 2019, as amended from time to time, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members as recourse for Authority's breach of its obligations under this Agreement; for the avoidance of doubt, this Section 7 shall not in any way limit Contractor's rights under the Prior Agreements.

**8. NON-DISCRIMINATION**

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee or contractor, or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital or veteran status, medical condition, pregnancy, sex, age, sexual orientation, genetic information, gender expression, or any other protected class. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic

information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

## **9. HOLD HARMLESS AND INDEMNIFICATION**

**A. General Indemnification.** Consultant shall, to the fullest extent allowed by law indemnify, defend, and hold harmless the Authority, its members, and their respective officers, officials, agents, employees and volunteers (collectively “Indemnitees”) from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, demands, damages, judgments, liens, levies, costs, expenses and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to a breach of this Agreement or the negligence (whether active or passive) or willful misconduct of Consultant or Consultant’s employees, officers, officials, agents or independent contractors in the performance of or failure to perform this Agreement, except where caused by the sole or active negligence or willful misconduct of any of the Indemnitees. Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation.

**B. Employee Benefits Eligibility Indemnification.** In the event that Consultant’s employee, subcontractor, independent contractor or other person providing services under this Agreement on Consultant’s behalf (collectively, “Consultant’s Personnel”) claims or is determined by a court of competent jurisdiction or administrative agency to be eligible for enrollment in or entitled to any benefits of the Authority or its constituent members, Consultant shall indemnify, defend, and hold harmless Authority or its constituent members for the payment of any employer and employee contributions for such benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the Authority or its constituent members. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant’s Personnel providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including, but not limited to, eligibility to enroll in any benefit program as an employee of Authority or its constituent members and entitlement to any contributions to be paid by Authority or its constituent members for employer contributions and/or employee contributions for any employee benefits.

**C. Indemnification for Employee Payments.** Consultant agrees to defend and indemnify the Authority and its constituent members for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to any retirement system, social security, salary or wages, overtime payment, or workers’ compensation payment which the Authority or its constituent members may be required to make for work done under this Agreement.

**D.** The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section 9 shall not be limited by any provision of insurance coverage that the Consultant may have in effect or be required to obtain and maintain during the term of this Agreement. The provisions of this Section 9 are continuing obligations and survive the completion of the services or termination of this Agreement.

## **10. INSURANCE:**

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: General Counsel. Ten (10) days advance written notice for cancellation due to non-payment of premium shall be provided by the insurer to the Authority in the same manner." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates. All endorsements shall be on forms approved by Authority. Consultant shall provide certified copies of required insurance policies, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms, upon Authority's request.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation that any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Primary and Non-contributory. The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, a provision that such policies are primary and non-contributory to any insurance that may be carried by the Authority or its members, as reflected in an endorsement at least as broad as CG 20 01 04 13, which shall be submitted to the Authority. Any insurance or self-insurance maintained by the Authority, its members or their respective officers, officials, employees, or representatives shall be excess of the Consultant's insurance and shall not contribute with it.

D. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

E. Additional Insured. Authority, its members, and their respective, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall

not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**F. Self-Insured Retentions.** Any self-insured retentions are the responsibility of the Consultant and must be declared to and approved by Authority. At the option of Authority, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects the Authority, its members and their respective officers, officials, employees and volunteers, or (2) the Consultant shall provide a financial guarantee satisfactory to Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**G. Sufficiency of Insurance.** The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

**H. Maximum Coverage and Limits.** It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

**I. Special Risks or Circumstances.** Authority reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

## **11. CONFLICT OF INTEREST**

Consultant represents and warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it will be required to fill out a conflict of interest form under Authority's Conflict of Interest Code.

## **12. PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or managing member or joint venturer or syndicate member or cotenant, if Consultant is a partnership or limited liability company or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation or partnership or limited liability company or other entity.

## **13. SUBCONTRACTOR APPROVAL**

A. Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

B. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

C. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the Authority for the acts and omissions of Consultant's subcontractors and for the persons either directly or indirectly employed by the subcontractors, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractors of Consultant and the Authority or its members. In any dispute between the Consultant and its subcontractor, neither the Authority nor any of its members shall be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend, hold harmless and indemnify the Indemnitees as described in Section 9 of this Agreement, should any of the Indemnitees be made a party to any judicial or administrative proceeding to resolve any such dispute.

D. Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

#### **14. REPORTS**

A. Each and every report, draft, work product, map, drawing, specification, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority and is hereby assigned to the Authority. Consultant shall not copyright any Report prepared as part of the services required by this Agreement, except as may be requested on Authority's behalf. Consultant expressly waives and disclaims, any copyright in, and the right to reproduce all Reports, except upon the Authority's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The Consultant shall, upon request of the Authority, execute any further document(s) necessary to further effectuate this waiver and disclaimer. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

C. All Reports also shall be provided in electronic format.

D. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

## **15. RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts and copies therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this Agreement.

## **16. SUPPLIER DIVERSITY**

General Order 156 (GO 156) is a California Public Utilities Commission ruling that requires utility entities to procure at least 21.5% of their contracts with majority women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' ("WMDVLGBTBEs") in all categories. Qualified businesses become GO 156 certified through the CPUC and are then added to the GO 156 Clearinghouse database.

The CPUC Clearinghouse can be found here: [www.thesupplierclearinghouse.com](http://www.thesupplierclearinghouse.com). While CEA is not legally required to comply with GO 156, CEA's policies and commitment to diversity are consistent with the principles of GO 156, and CEA has an Inclusive and Sustainable Workforce Policy, which can be found at <https://thecleanenergyalliance.org/key-documents>.

CEA will provide a link to a survey annually to each of its contract vendors, which may ask for disclosure of (a) their GO 156 certification status, (b) their efforts to work with diverse business enterprises, including those owned or operated by women ("WBE"), minorities ("MBE"), disabled veterans ("DVBE"), and lesbian, gay, bisexual, or transgender people ("LGBTBE"); and (c) other information regarding inclusivity in their workforce or related to CEA's goals as stated in CEA's Inclusive and Sustainable Workforce Policy. CEA will use the information obtained solely to help evaluate how well it is conforming to its own policies and goals. Pursuant to California Proposition 209, CEA does not discriminate against nor grant preferential treatment based on race, sex, color, ethnicity, or national origin.

## **17. CONFIDENTIALITY AND SECURITY**

A. Confidential Information. Consultant shall maintain in confidence and not disclose to any third party nor use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority, including confidential information regarding Authority's customers and employees, except as may be required by law.

B. Security.

1. Implementation. Consultant shall implement commercially reasonable administrative, technical and physical safeguards designed to: (a) ensure the security and confidentiality of data and information provided by Authority or used in connection with

providing services under this Agreement, including data or information about third parties (“Authority’s Data”); (b) protect against any anticipated threats or hazards to the security or integrity of Authority’s Data; and (c) protect against unauthorized access to or use of Authority’s Data. Consultant shall review and test such safeguards on no less than an annual basis.

2. Network. If Consultant makes Authority’s Data accessible through the Internet or other networked environment, Consultant shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of Authority’s Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

3. Personal Data. If Consultant processes or otherwise has access to any personal data or personal information on Authority’s behalf when performing Consultant’s services and obligations under this Agreement, then: (a) Authority shall be the data controller (where “data controller” means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Consultant shall be a data processor (where “data processor” means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (b) Authority shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Consultant so that Consultant may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Authority’s behalf in order for Consultant to provide the services and perform its other obligations under this Agreement; (c) Consultant shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Authority from time to time and in accordance with the terms of this Agreement; and (d) each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the Parties will cooperate to document these measures taken.

4. Information Security. Consultant represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from Authority does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, Consultant shall:

(a) Provide Authority with the name and contact information for an employee who shall serve as Authority’s primary security contact and shall be available to assist Authority twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify Authority of a security breach as soon as practicable, but no later than twenty-four (24) hours after Consultant becomes aware of it. Immediately following Consultant’s notification to Authority of a security breach, the Parties shall coordinate with each other to investigate the security breach. Consultant agrees to fully cooperate with

Authority in Authority's handling of the matter. Consultant shall use best efforts to immediately remedy any security breach and prevent any further security breach at Consultant's own expense in accordance with applicable privacy rights, laws, regulations and standards. Consultant agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

**C. Notice and Remedy of Breaches.** Each Party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 16 of this Agreement, whether or not intentional, and the breaching Party shall, at its expense, take all steps reasonably requested by the other Party to prevent or remedy the breach.

**D. Enforcement.** Each Party acknowledges that any breach of any of the provisions of Section 16 of this Agreement may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured Party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

## **18. NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

### **TO AUTHORITY:**

Clean Energy Alliance  
Chief Executive Officer  
5857 Owens Ave, 3<sup>rd</sup> Floor  
Carlsbad, CA 92008

### **TO CONSULTANT:**

Participate.Energy, LLC  
Attn: J Stephen Pollock  
2093 Philadelphia Pike #3125  
Claymont, DE 19703  
notices@participate.energy

## **19. TERMINATION**

**A.** In the event Consultant fails or refuses to perform any of the provisions hereof at the time or in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, Authority may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. Authority also shall have the option, at its sole discretion and without

cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance and within five (5) working days: (1) assemble all documents owned by Authority and in Consultant's possession, and deliver said documents to Authority; and (2) place all work in progress in a safe and protected condition.

B. This Agreement may be terminated by Authority, without cause, upon the giving of thirty (30) days' written notice to Consultant.

C. Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials is the property of Authority pursuant to Section 14 hereof.

## **20. COMPLIANCE**

Consultant shall comply with all applicable local, state and federal laws, now existing or hereafter amended or enacted.

## **21. CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought related to this Agreement shall be filed with the Superior Court of the County of San Diego, State of California. Consultant hereby waives any and all objections to personal jurisdiction and venue in said forum.

## **22. ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

## **23. WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

## **24. PRIOR AGREEMENTS**

The Parties acknowledge the ongoing enforceability and applicability of the following prior executed agreements, as and to the extent each of them may be amended, restated, or modified at any time and for any reason, by and between Authority and Consultant: the Framework Distributed Energy Resource Program Agreement, dated and effective as of December 11, 2023; the Program Management Agreement, dated and effective as of December 11, 2023; the Program Support Agreement, dated and effective as of December 11, 2023; the Residential Solar / Energy Storage Program Power Purchase and Sale Agreement, dated and effective as of December 11, 2023; and the Distributed Microgrids Framework Program Agreement, approved by the Authority on November 21, 2024 (collectively, and as and to the

extent each of them may be amended, restated, or modified at any time and for any reason, the “Prior Agreements”). The Prior Agreements, and each of them, are incorporated by reference herein, as and to the extent that the Prior Agreements are modified pursuant to the “Prior Agreement Modifications” listed in Exhibit E attached hereto. Except as otherwise set forth in Exhibit E, (i) this Agreement is not intended to, and shall not in any case, amend any of the Prior Agreements or waive or abrogate any of the Parties’ rights thereunder, all of which remain reserved and unaffected by this Agreement; and (ii) in the event of any conflict between this Agreement and the Prior Agreements, the Prior Agreements prevail and shall take precedence as to their individual subject matters. Subject to the foregoing, this Agreement otherwise represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

**25. DRAFTING AMBIGUITIES**

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**26. INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be incorporated herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either Party.

**27. CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**28. CONSEQUENTIAL DAMAGES**

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

**29. SEVERABILITY**

In the event that any part of this Agreement is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this Agreement that is found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

**30. COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed electronically and in any number of counterpart, which together shall constitute one and the same agreement. A true and correct electronic copy of this Agreement may be used for all purposes as an original.

**31. SIGNATORY AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

PARTICIPATE.ENERGY  
A Limited Liability Company

By: \_\_\_\_\_  
Name: J Stephen Pollock  
Title: Chief Executive Officer

CLEAN ENERGY ALLIANCE  
A Joint Powers Authority

By: \_\_\_\_\_  
Name: Gregory Wade  
Title: Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel for Authority

ATTEST:

\_\_\_\_\_  
Authority Clerk

## **Exhibit A**

### **Scope of Services**

Consultant shall provide a zero-down, battery retrofit financing solution for Authority's customers with pre-existing solar through the CEA's Battery Bonus Program on a non-exclusive basis.

#### **Customer Awareness and Demand Generation**

Consultant will engage potential Battery Bonus customers by enabling a channel of Authority approved solar and battery installers as well as supporting inbound inquiries.

For inbound inquiries referred to Consultant by Authority, Consultant will manage incoming interest through an in-house support team to engage with potential customers to understand their energy needs, goals, and preferred customer experience. Once these details are gathered, customers will be connected to a qualified, Authority-approved battery installer ("Channel Partner"). Consultant shall ensure that the Channel Partners provide their customary services to Authority customers, including utility bill analysis, site audits, system design, permitting, installation, maintenance and customer education.

#### **Channel Partner Marketing and Customer Experience Oversight**

Consultant shall oversee all Channel Partners so that the Authority brand is accurately represented and that the Battery Bonus program operates in line with the standards set by Authority. Consultant will actively monitor all Channel Partners for compliance with policy and reserve the right to sanction or terminate any Channel Partner for inappropriate actions. Additionally, Consultant shall conduct customer surveys and monitor online reviews to assess overall program effectiveness and customer satisfaction.

#### **Channel Operations and Partner Training**

Consultant will oversee all channel operations, assist in the development of marketing materials, train Channel Partner sales and operations teams, monitor deployed assets and provide maintenance for the term of the end-customer contract. Ensuring accountability among partners and safeguarding Authority's brand equity shall be a top priority of the Battery Bonus Program for Consultant.

#### **System Deployment**

Once the customer 'opts into' Authority's Battery Bonus Program, the customer's chosen Channel Partner will design, permit, install and interconnect the system. Upon successful completion of system installation, the Channel Partner will provide Consultant with all relevant system design and installation documentation, including quality control photos of the site and system. Once Consultant ensures that the system meets the required quality and proof of work completion requirements Consultant will purchase the system from the Channel Partner. Once the system is placed in service, the customer will be billed on their monthly utility bill by Authority under the Battery Bonus Program's approved rates.

#### **System Maintenance**

Consultant will own, operate and maintain systems for the term of the agreement. If any service issue arises, Consultant will ensure resolution. If equipment fails, Consultant will ensure it is fixed or replaced even if manufacturer's warranty has expired. In all cases, Consultant is ultimately responsible for ensuring that the system is operating and maintained as expected so the customer can receive the full value of the battery system. Consultant also shall provide monitoring of system performance and user settings, so underperformance can be identified and resolved through proper channels.

#### Grid Services and Value Optimization

All customer contracts include Authority-approved Grid Service language to ensure customer and Authority expectations and program requirements are clearly communicated upfront.

#### Non-Exclusive Services

Consultant acknowledges that Authority may enter into other agreements with other consultants for the same or similar services and that nothing in this Agreement guarantees any level of customer referrals.

**Exhibit B**  
**Schedule of Performance**

Consultant shall diligently perform the Services under this Agreement and meet any deadlines set by the Authority, including the following:

<u>Task</u>	<u>Due Date</u>
Launch Battery Bonus Program	June 1, 2025

**Exhibit C**  
**Compensation**

Consultant shall be compensated based on program design in accordance with the terms and conditions of this Agreement.

In lieu of monetary payment, compensation provided to Consultant shall be approval to operate Authority's BTM Battery Only Offer in with the Solar Plus Program infrastructure at no additional cost to Consultant on a non-exclusive basis.

**Exhibit D**  
**Insurance Requirements and Proof of Insurance**

Proof of insurance coverage described below is attached to this Exhibit, with Authority and its members and their respective officials, officers, employees, agents and volunteers named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

**(1) Workers' Compensation:**

Statutory coverage as required by the State of California and providing, at minimum, \$1,000,000.00 employers' liability coverage.

**(2) Liability:**

Commercial general liability ("CGL") coverage with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury and property damage, including ongoing and completed operations. ISO occurrence Form CG 0001 or equivalent is required. If limits apply separately to this Agreement (CG 25 03 or 25 04), the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If Consultant or subcontractor maintains higher limits than the limits shown above, Authority shall be entitled to coverage for the higher limits maintained by the Consultant and their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the Consultant's primary policy.

**(3) Automotive:**

Commercial Automobile Liability Insurance for all of the Consultant's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**(4) Professional Liability**

Professional liability insurance that includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000 per claim and \$2,000,000 annual aggregate. Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the services or termination of this Agreement, whichever occurs last. Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase Authority's exposure to loss. All defense costs shall be outside the limits of the policy. If Consultant maintains higher limits than the limits shown above, Authority shall be entitled to

coverage for the higher limits maintained by Consultant. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Authority.

**(5) Cyber Liability**

Consultant maintain Cyber Liability with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

**Exhibit E**  
**Prior Agreement Modifications**

Consultant and Authority agree that Consultant will be developing, financing, and owning energy storage systems to be located at Authority premises. This Exhibit E is intended to clarify that wherever necessary to give effect to the addition of battery storage systems, the terms of the Prior Agreements, and each of them, can be used and modified to apply to the Battery Bonus Program. Provided, however, nothing in this Agreement or the Prior Agreements shall be interpreted as granting Consultant any exclusivity rights as to battery storage systems.

Specifically, and without limitation:

With regard to the Residential Solar / Energy Storage Program Power Purchase and Sale Agreement, dated and effective as of December 11, 2023 (“Master PPA”):

The Parties clarify that they may agree from time to time in writing (pursuant to the “Notice” requirements therein) to apply a modified Energy Rate or Capacity Charge to any System to be covered by the terms of the Master PPA.

The Parties further clarify that Authority agrees to sell the electric energy produced by the System throughout the System Delivery Term at a price not higher than the Energy Rate or Capacity Charge, and at terms no less favorable than the terms set forth in the Master PPA, as any terms may be interpreted to also be applicable to, or include, battery storage systems.

The Parties further clarify end customer agreements will include a pricing option to capture the Battery Bonus offer mirroring the Capacity Charge in the Master PPA with the format: “[\$X / per month] for battery only.”

The Parties further clarify that any reference to the “System” shall mean and refer to the system actually being used by the consumer, whether solar only, solar plus battery, or battery only. In addition, any references to “Price” in the section entitled “Solar Power Purchase & Energy Storage Service Agreement Payments; Amounts” shall also permit a rate for battery only.

**AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND  
HAVEN ENERGY SERVICES INC. FOR  
BATTERY RETROFIT SERVICES**

THIS AGREEMENT, is entered into this 21st of May, 2025, by and between CLEAN ENERGY ALLIANCE, an independent joint powers authority ("Authority"), and Haven Energy Services Inc, a California Delaware C-Corporation ("Consultant") (collectively referred to as the "Parties" or individually as a "Party"), with respect to the following essential facts:

**RECITALS:**

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Sections 6500 *et seq.*) ("Act") with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein and is duly authorized and registered to do business in the State of California.

C. Authority and Consultant desire to enter into this Agreement for Battery Retrofit Services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on 21st Day of May, 2025, and shall terminate on 20th Day of May, 2026, unless terminated earlier pursuant to Section 19 hereof or extended upon the written mutual agreement of the Parties.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein fully by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed \$0 (Zero) dollars based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference. Authority may choose supplemental and optional items listed in Exhibit "C".

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with or exceeding the prevailing standards for a Battery Storage Installation consultant in California and agrees that all services shall be performed by qualified and experienced personnel in conformity with the applicable requirements of federal, state and local laws in effect at the time that the services are being performed.

6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant as an independent contractor and in pursuit of Consultant's independent calling, except to the extent that they are limited by statute, rule or regulation or the express terms of this Agreement. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of the services required by this Agreement, Authority only being concerned with the finished results of the work being performed. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, employer-paid payroll taxes, Social Security, retirement benefits, health benefits, unemployment insurance, workers' compensation plans, vacation and sick leave, nor any other benefits are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. It is the intent of the Parties that neither Consultant nor its officers, employees or agents are to be considered employees of Authority, whether "common law" or otherwise, and Consultant shall indemnify, defend and hold Authority harmless from any such obligations related to its officers, employees and agents.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Sections 6500 *et seq.*) pursuant to a Joint Powers Agreement dated November 4, 2019, as amended from time to time, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee or contractor, or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital or veteran status, medical condition, pregnancy, sex, age, sexual orientation, genetic information, gender expression, or any other protected class. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms

of compensation, and selection for training, including apprenticeship. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

A. **General Indemnification.** Consultant shall, to the fullest extent allowed by law indemnify, defend, and hold harmless the Authority, its members, and their respective officers, officials, agents, employees and volunteers (collectively “Indemnitees”) from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, demands, damages, judgments, liens, levies, costs, expenses and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to a breach of this Agreement or the negligence (whether active or passive) or willful misconduct of Consultant or Consultant’s employees, officers, officials, agents or independent contractors in the performance of or failure to perform this Agreement, except where caused by the sole or active negligence or willful misconduct of any of the Indemnitees. Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation.

B. **Employee Benefits Eligibility Indemnification.** In the event that Consultant’s employee, subcontractor, independent contractor or other person providing services under this Agreement on Consultant’s behalf (collectively, “Consultant’s Personnel”) claims or is determined by a court of competent jurisdiction or administrative agency to be eligible for enrollment in or entitled to any benefits of the Authority or its constituent members, Consultant shall indemnify, defend, and hold harmless Authority or its constituent members for the payment of any employer and employee contributions for such benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the Authority or its constituent members. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant’s Personnel providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including, but not limited to, eligibility to enroll in any benefit program as an employee of Authority or its constituent members and entitlement to any contributions to be paid by Authority or its constituent members for employer contributions and/or employee contributions for any employee benefits.

C. **Indemnification for Employee Payments.** Consultant agrees to defend and indemnify the Authority and its constituent members for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to any retirement system, social security, salary or wages, overtime payment, or workers’ compensation payment which the Authority or its constituent members may be required to make for work done under this Agreement.

D. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section 9 shall not be limited by any provision of insurance coverage that the Consultant may have in effect or be required to obtain and maintain during the term of this Agreement. The provisions of this Section 9 are continuing obligations and survive the completion of the services or termination of this Agreement.

10. **INSURANCE:**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance

with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: General Counsel. Ten (10) days advance written notice for cancellation due to non-payment of premium shall be provided by the insurer to the Authority in the same manner." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates. All endorsements shall be on forms approved by Authority. Consultant shall provide certified copies of required insurance policies, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms, upon Authority's request.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation that any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Primary and Non-contributory. The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, a provision that such policies are primary and non-contributory to any insurance that may be carried by the Authority or its members, as reflected in an endorsement at least as broad as CG 20 01 04 13, which shall be submitted to the Authority. Any insurance or self-insurance maintained by the Authority, its members or their respective officers, officials, employees, or representatives shall be excess of the Consultant's insurance and shall not contribute with it.

D. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

E. Additional Insured. Authority, its members, and their respective, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

F. Self-Insured Retentions. Any self-insured retentions are the responsibility of the Consultant and must be declared to and approved by Authority. At the option of Authority, either

(1) the insurer shall reduce or eliminate such self-insured retentions as respects the Authority, its members and their respective officers, officials, employees and volunteers, or (2) the Consultant shall provide a financial guarantee satisfactory to Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

H. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

I. Special Risks or Circumstances. Authority reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

#### 11. **CONFLICT OF INTEREST**

Consultant represents and warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it will be required to fill out a conflict of interest form under Authority's Conflict of Interest Code.

#### 12. **PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or managing member or joint venturer or syndicate member or cotenant, if Consultant is a partnership or limited liability company or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation or partnership or limited liability company or other entity.

#### 13. **SUBCONTRACTOR APPROVAL**

A. Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

B. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance

carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

C. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the Authority for the acts and omissions of Consultant's subcontractors and for the persons either directly or indirectly employed by the subcontractors, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractors of Consultant and the Authority or its members. In any dispute between the Consultant and its subcontractor, neither the Authority nor any of its members shall be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend, hold harmless and indemnify the Indemnitees as described in Section 9 of this Agreement, should any of the Indemnitees be made a party to any judicial or administrative proceeding to resolve any such dispute.

D. Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

#### 14. **REPORTS**

A. Each and every report, draft, work product, map, drawing, specification, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority and is hereby assigned to the Authority. Consultant shall not copyright any Report prepared as part of the services required by this Agreement, except as may be requested on Authority's behalf. Consultant expressly waives and disclaims, any copyright in, and the right to reproduce all Reports, except upon the Authority's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The Consultant shall, upon request of the Authority, execute any further document(s) necessary to further effectuate this waiver and disclaimer. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

C. All Reports also shall be provided in electronic format.

D. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

#### 15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services

under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts and copies therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this Agreement.

16. **SUPPLIER DIVERSITY**

General Order 156 (GO 156) is a California Public Utilities Commission ruling that requires utility entities to procure at least 21.5% of their contracts with majority women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' ("WMDVLGBTBEs") in all categories. Qualified businesses become GO 156 certified through the CPUC and are then added to the GO 156 Clearinghouse database.

The CPUC Clearinghouse can be found here: [www.thesupplierclearinghouse.com](http://www.thesupplierclearinghouse.com). While CEA is not legally required to comply with GO 156, CEA's policies and commitment to diversity are consistent with the principles of GO 156, and CEA has an Inclusive and Sustainable Workforce Policy, which can be found at <https://thecleanenergyalliance.org/key-documents>.

CEA will provide a link to a survey annually to each of its contract vendors, which may ask for disclosure of (a) their GO 156 certification status, (b) their efforts to work with diverse business enterprises, including those owned or operated by women ("WBE"), minorities ("MBE"), disabled veterans ("DVBE"), and lesbian, gay, bisexual, or transgender people ("LGBTBE"); and (c) other information regarding inclusivity in their workforce or related to CEA's goals as stated in CEA's Inclusive and Sustainable Workforce Policy. CEA will use the information obtained solely to help evaluate how well it is conforming to its own policies and goals. Pursuant to California Proposition 209, CEA does not discriminate against nor grant preferential treatment based on race, sex, color, ethnicity, or national origin.

17. **CONFIDENTIALITY AND SECURITY**

A. **Confidential Information.** Consultant shall comply with all applicable law and maintain in confidence and not disclose to any third party nor use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority or Authority's customers, including confidential information regarding Authority's customers and employees, except as may be required by law.

B. **Security.**

1. **Implementation.** Consultant shall implement commercially reasonable administrative, technical and physical safeguards designed to: (a) ensure the security and confidentiality of data and information provided by Authority or its customers or used in connection with providing services under this Agreement, including data or information about third parties ("Authority's Data"); (b) protect against any anticipated threats or hazards to the security or integrity of Authority's Data; (c) protect against unauthorized access to or use of Authority's Data; and (d) prevent the access or use of Authority's Data for any marketing or commercial purpose not expressly authorized pursuant to a written agreement between Consultant and Authority. Consultant shall review and test such safeguards on no less than an annual basis.

2. **Network.** If Consultant makes Authority's Data accessible through the Internet or

other networked environment, Consultant shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of Authority's Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

3. Personal Data. If Consultant processes or otherwise has access to any personal or customer data or information on Authority's behalf when performing Consultant's services and obligations under this Agreement, then: (a) Authority shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Consultant shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (b) Authority shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal or customer data or information to Consultant so that Consultant may lawfully use, process and transfer the personal or customer data and information in accordance with this Agreement on Authority's behalf in order for Consultant to provide the services and perform its other obligations under this Agreement; (c) Consultant shall process all personal and customer data and information only in accordance with any lawful and reasonable instructions given by Authority from time to time and in accordance with the terms of this Agreement; and (d) each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of personal and customer data and information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to all personal and customer data and information and the nature of the data and information being protected. If necessary, the Parties will cooperate to document these measures taken.

4. Information Security. Consultant represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from Authority or its customers does and will comply with all applicable federal and state privacy, utility customer and data protection laws, including, but not limited to, CPUC General Order 66-D, Decision (D.) 17-09-024, Public Utilities Code Section 8380 and associated CPUC decisions D.11-07-056 and D.12-08-045, the Critical Infrastructure Information Act of 2002, and 18 CFR § 388.113. In the event of any security breach, Consultant shall: (a) Provide Authority with the name and contact information for an employee who shall serve as Authority's primary security contact and shall be available to assist Authority twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify Authority of a security breach as soon as practicable, but no later than twenty-four (24) hours after Consultant becomes aware of it. Immediately following Consultant's notification to Authority of a security breach, the Parties shall coordinate with each other to investigate the security breach. Consultant agrees to fully cooperate with Authority in Authority's handling of the matter. Consultant shall use best efforts to immediately remedy any security breach and prevent any further security breach at Consultant's own expense in accordance with applicable privacy rights, laws, regulations and standards. Consultant

agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information and be responsible for any fines assessed by any regulatory agency as a result of Consultant's acts or omissions.

C. Notice and Remedy of Breaches. Each Party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 16 of this Agreement, whether or not intentional, and the breaching Party shall, at its expense, take all steps reasonably requested by the other Party to prevent or remedy the breach.

D. Enforcement. Each Party acknowledges that any breach of any of the provisions of Section 16 of this Agreement may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured Party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

## 18. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

### TO AUTHORITY:

Clean Energy Alliance  
Chief Executive Officer  
5857 Owens Ave, Suite 2023  
Carlsbad, CA 92008

### TO CONSULTANT:

Jeff Chapin, Co-Founder  
Haven Energy Services, Inc.  
12100 Wilshire Blvd.  
Los Angeles, CA 90025

## 19. TERMINATION

A. In the event Consultant fails or refuses to perform any of the provisions hereof at the time or in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, Authority may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. Authority also shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance and within five (5) working days: (1) assemble all

documents owned by Authority and in Consultant's possession, and deliver said documents to Authority; and (2) place all work in progress in a safe and protected condition.

B. This Agreement may be terminated by Authority, without cause, upon the giving of thirty (30) days' written notice to Consultant.

C. Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials is the property of Authority pursuant to Section 14 hereof.

20. **COMPLIANCE**

Consultant shall comply with all applicable local, state and federal laws, now existing or hereafter amended or enacted.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought related to this Agreement shall be filed with the Superior Court of the County of San Diego, State of California. Consultant hereby waives any and all objections to personal jurisdiction and venue in said forum.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **DRAFTING AMBIGUITIES**

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be incorporated herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either Party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. **CONSEQUENTIAL DAMAGES**

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

29. **SEVERABILITY**

In the event that any part of this Agreement is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this Agreement that is found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

30. **COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed electronically and in any number of counterpart, which together shall constitute one and the same agreement. A true and correct electronic copy of this Agreement may be used for all purposes as an original.

29. **SIGNATORY AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

NAME OF CONSULTANT

CLEAN ENERGY ALLIANCE  
A Joint Powers Authority

By: \_\_\_\_\_  
Name: Jeff Chapin  
Title: Co-Founder

By: \_\_\_\_\_  
Name: Gregory Wade  
Title: Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel for Authority

ATTEST:

\_\_\_\_\_  
Authority Clerk

## **Exhibit A**

### **Scope of Services**

Consultant shall be responsible for providing a full range of single-family residential storage system installation services (the “Program”) that include, but are not limited to, the tasks set forth below.

#### **1. Program Design and Set Up**

##### **1.1. Kickoff and Check-in Meetings**

Consultant will develop an agenda and lead a program kickoff meeting with CEA to review program goals and objectives, budget, timeline, implementation, and administrative processes at a mutually determined date promptly following contract execution.

After the kickoff meeting, the Consultant will set up check-in meetings on a recurring schedule as mutually determined for the duration of the performance period. For check-in meetings, Consultant will work with CEA to determine the agenda at minimum one day prior to the meeting. Meetings will focus on program progress updates, reviewing deliverables, and determining expected milestones for the next meeting.

##### **1.2. Finalize Program Design and Strategy**

Consultant will assist CEA in finalizing the program approach and schedule. Prior to program launch, Consultant will:

- 1.2.1.** Establish project team for both Consultant and CEA, delineating the responsibilities across different workstreams (e.g. marketing, project management, rebate admin, etc.)
- 1.2.2.** Finalize Program Objectives, including target enrollment numbers and customer focus.
- 1.2.3.** Create an end-to-end project plan inclusive of each process component required to fulfill the program’s goals and objectives
- 1.2.4.** Co-develop with CEA refinements to customer qualification and engagement process
- 1.2.5.** Provide a checklist and samples of all documents required of or delivered to any participating party, including those required to qualify for SGIP funding
- 1.2.6.** Develop a process to receive and respond to customer inquiries with respect to their SGIP applications and installations
- 1.2.7.** Determine process for enrolling systems into a Qualified DR Program as required for qualification in the Self-Generating Incentive Program (SGIP) program for both SGIP-eligible and non-SGIP-eligible customers.
- 1.2.8.** Determine criteria for disqualifying customers for program participation

- 1.2.9. Identify system hardware, software and integration approach for both on-grid and off grid (islanded) functionality
- 1.2.10. Finalize project timeline

## **2. Administrative Reporting Tasks**

### **2.1. Participate in Program Meetings**

Program meeting frequency to be mutually determined but no less than bi-weekly basis during the customer enrollment and SGIP application period.

### **2.2. Provide Program Process Reports**

- 2.2.1. Consultant will provide regular program progress reports. Consultant will share the report findings at the recurring check-in meeting. Program progress report content will evolve as the program evolves, but should include items such as marketing and sales metrics, SGIP metrics, installation metrics. Exact metrics will be jointly agreed upon by CEA and Consultant.
- 2.2.2. The Program Process Reports should also include details on the Consultant's expenses, if any.

### **2.3. Provide Monthly Invoices**

The Consultant will provide monthly Expense Reports for eligible expenses as specified in Exhibit C, including all associated invoices, to receive payment for authorized remediation provided for customers. The Expense Report Template will include at minimum the following: specific customers served and expenses.

### **2.4. Co-develop a Customer Outreach Plan**

Within 2 weeks of Professional Services Agreement (PSA) signing, Consultant and CEA will co-develop a Customer Outreach Plan that includes details on audience specifications and size, marketing channels, creative, cadence and timeline. Plan must be agreed upon with the Consultant to optimize for the SGIP funds availability and to achieve program targets.

### **2.5. Develop Virtual Power Plant (VPP) Plan**

Consultant will develop a VPP plan in advance of starting installations. The VPP plan shall provide details on how Consultant will ensure compliance with SGIP Demand Response requirements and what additional grid services Consultant can provide to CEA for both SGIP-eligible and non-SGIP-eligible customers.

## **2.6. Develop Final Program Report**

Consultant will develop a Final Program Report within 3 months after completion of all installations. The Final Report will include at minimum the following:

- 2.6.1.** Executive summary
- 2.6.2.** List of outcomes for each Program Objective
- 2.6.3.** Lessons learned and recommendations for future programs
- 2.6.4.** Spreadsheet of all submitted customers and associated data including:
  - 2.6.4.1.** Customer contact information (name, address, phone, email)
  - 2.6.4.2.** Installed equipment and measures (make, model, nameplate power capacity, and nameplate energy capacity)
  - 2.6.4.3.** Relevant dates for each customer: RRF received, Permit Issue, Installation date, PTO received, ICF Received
  - 2.6.4.4.** SGIP rebate confirmation and rebate amount received
  - 2.6.4.5.** Qualified DR program and rate plan confirmation

## **2.7. Records Retention**

Consultant shall retain electronic copies of any documents provided to or received from customer and/or SGIP incentive administrator for a minimum of 7 years and provide them to CEA when requested within 15 business days of the request.

## **3. Customer Engagement**

### **3.1. Outreach Activities**

#### **3.1.1. Initial Outreach**

Per Section 2.4, Consultant and CEA will collaborate to develop a detailed Customer Outreach Plan. Key terms outlined below:

- 3.1.1.1. Roles:** CEA will be responsible for the initial marketing outreach to customers via a range of outreach channels, including but not limited to email, direct mail and paid digital. CEA will build and maintain a program webpage. Additionally, CEA may engage with community-based organization (CBO) partners to provide pre-qualified customer leads for the program.
- 3.1.1.2. Audience Scale:** CEA will work with Consultant to maximize the scale of the outreach, ideally targeting >2,000 customers to ensure program enrollment targets are met. Customer attributes and volumes will be finalized in the Customer Outreach Plan
- 3.1.1.3. Creative:** CEA will be responsible for the finalization of marketing copy and creative. Consultant will work closely with CEA staff to

ensure customer materials are accurate and consistent with the SGIP program guidelines. Consultant will support on marketing copy and creative for all outreach channels. Consultant will perform this support at zero cost to CEA.

**3.1.1.4. Leads:** CEA outreach will direct customer leads to Consultant via phone, email and/or online forms. Final leadflow will be determined during program planning.

**3.1.1.5. Customer contact information:** CEA will provide Consultant with names, addresses and emails of any customer contacted thru CEA outreach, so that Consultant can track that customer as a CEA lead within the Consultant's CRM.

**3.1.1.6. Timing:** CEA will begin customer outreach within 6 weeks of the start of the program.

### **3.1.2. Supplemental Outreach**

If the Program is unable to achieve target numbers leveraging the CEA-led outreach, CEA may opt to engage the Consultant to perform its own paid marketing efforts. CEA and the Consultant will coordinate on an approach that will leverage paid channels such as Direct Mail, Meta, Google, and NextDoor, amongst others. Customers attributed to this acquisition effort will trigger the supplemental Customer Recruitment costs described in Exhibit C of the PSA. Attribution will be tracked in the Consultant CRM and reported back on a recurring cadence to CEA.

**3.1.3. Referral Program:** Consultant will run a referral program for CEA SGIP customers that enables a CEA customer to refer other eligible customers into the program (friends, family, neighbors, co-workers, etc.). The referral program will work as such:

**3.1.3.1.** After a customer reaches the 'contract-signed' stage, Consultant sends the customer an email regarding the referral program. Consultant Energy Advisors will also explain the referral program to customers.

**3.1.3.2.** The current referral program offers a \$150 incentive gift card to the referrer for each additional customer that enrolls in the program and achieves RRF.

**3.1.3.3.** Consultant tracks referrals and manages payments through an online platform.

**3.1.3.4.** Referrals are unlimited and customers can view their referrals through a dedicated, secure portal.

**3.1.3.5.** Consultant will attribute any referred customer that comes from a CEA customer referral to the CEA program, assuming the referred customer is a CEA customer.

**3.1.3.6.** Consultant will invoice these customers at cost to CEA as described in Exhibit C of the PSA.

### **3.2. Customer Qualification**

The Consultant will own and manage all aspects of the customer qualification, including messaging, communications and methods. Consultant will:

**3.2.1.** Reach out to the customer via the leads generated by CEA

**3.2.2.** Confirm customer eligibility for the SGIP Residential Solar and Storage Equity, SGIP Storage Equity or SGIP Equity Resiliency Budgets. Screen out customers that are not eligible.

**3.2.3.** Perform technical assessment of home to identify (and possibly mitigate) any hurdles for installation.

**3.2.4.** Determine cost of remediation not covered by SGIP, such as roofing repair or MPUs and propose alternatives to finance the remediations.

**3.2.5.** Perform sizing analysis for battery storage or solar and battery storage systems based on customer's historical usage.

**3.2.6.** Provide system proposal to customer.

**3.2.7.** Obtain a signed Homeowner Agreement (e.g. ESA) from the customer that is necessary for SGIP Reservation Request Form (RRF) submittal

### **3.3. Manage SGIP Rebate Submission**

The Consultant will manage all aspects of the SGIP application process. Consultant will:

**3.3.1.** Create a checklist of the documents needed to qualify for funding under the relevant SGIP budgets

**3.3.2.** Secure all the necessary documents and signatures required to submit a successful SGIP application, per the SGIP Handbook, in coordination with CEA. Follow frequent updates to the SGIP Handbook and ensure compliance with the latest version.

**3.3.3.** Manage the SGIP application process, including, but not limited to:

**3.3.3.1.** Obtain required documents from customers in coordination with CEA

- #### 4. Customer Support + Lifecycle Engagement

- 4.1.** Develop a customer support plan to answer participating customer questions and provide program and project process updates to customers
- 4.2.** Provide a specific point of contact for CEA and customers to contact by phone and email for questions and issues. Both English and Spanish shall be supported.
- 4.3.** Determine with CEA communications protocols for participating customer inquiries received directly by CEA.

## 5. Install Storage Systems

**5.1. Manage all aspects of system installation as specified in the customer-approved Scope of Work including but not limited to:**

- 4876-4534-2706 v1  
SD #4884-7906-9254 v1  
08808-0001

- 5.1.6. Commission system per OEM requirements, ensuring proper operation in both on-grid and off-grid (islanded) mode
- 5.1.7. Collect Job Close Out (JCO) documentation from install partner that includes Installation photos to ensure a high quality of work
- 5.1.8. Obtain final inspection approval(s)
- 5.1.9. Submit interconnection application and obtain interconnection agreement from SDG&E
- 5.1.10. Receive permission to operate (PTO)
- 5.1.11. Establish monitoring system and portal
- 5.2. If applicable, provide electrical panel upgrades, withing mutually agreed upon guidelines
- 5.3. If applicable, provide roof repairs and other remediation, within mutually agreed upon guidelines
- 5.4. Periodically, as mutually determined with CEA, perform quality control procedures to evaluate Install Partner's performance and implement changes as mutually deemed appropriate
  - 5.4.1. Where an inspection has been provided by the local Authority Having Jurisdiction (AHJ), provide inspection report to CEA as requested, which will be used as quality control for that installation.
  - 5.4.2. Additionally, CEA may request site visits of up to 10 homes receiving services. Consultant shall participate in project site visits with the designated CEA staff member(s) at a mutually determined date
- 5.5. System installations and remediation must be compensated with wages meeting prevailing wage requirements

## **6. Operations and Maintenance ("O&M") Support of Systems**

Consultant shall:

- 6.1. Provide Warranty and O&M services for a period that matches SGIP program requirements
- 6.2. Within ten (10) business days of installation, educate customer in successfully operating and maintaining the new systems installed. Provide customer with equipment technical manuals, equipment warranty documentation, and installation warranty documentation
- 6.3. Monitor solar and battery storage system health compared to expected performance
- 6.4. As underperforming systems are identified, manage the diagnostics process.

- 6.5. Respond to workmanship warranty calls as needed and assist customer in responding to product warranty issues. Address all workmanship and product replacement warranty issues to reasonable customer satisfaction.

## 7. **Grid Services**

- 7.1. Consultant will develop a Virtual Power Plant (VPP) Plan that defines the parameters by which it will operate battery storage systems. The VPP Plan will be shared with and approved by CEA before the start of installations.
- 7.2. The parties acknowledge and agree that the batteries deployed under this Agreement shall be operated in accordance with the following priorities:
  - 7.2.1. **SGIP Program Compliance:** The batteries shall be primarily utilized to satisfy the requirements of SGIP, including adhering to the requirements of the Qualified Demand Response (DR) program, as well as SGIP's battery storage cycling requirements, if applicable
  - 7.2.2. **Backup Power Provision:** In the event of a grid outage, the batteries shall provide backup power to the homeowner in accordance with the system design and capacity
  - 7.2.3. **Daily Load Shifting:** The batteries may also be utilized for daily load shifting purposes, subject to a reasonable, predetermined dispatch schedule provided by CEA
- 7.3. All homes will be enrolled in a SGIP-qualifying TOU rate plan, if not already covered by the requirements of Section 7.2
- 7.4. Consultant shall enroll all batteries into its DERMS platform to perform the services defined in the VPP Plan
- 7.5. CEA shall compensate Consultant on an optional, pay-for-performance basis for grid services provided at a rate described in Exhibit C. Program details and acceptance will be outlined in the VPP Plan.

## 8. **Data Exchange for Customer, Installation and System Output**

All pertinent data related to the customer, their SGIP application, installation and system output must be provided to CEA.

- 8.1. Consultant shall maintain a master list of all installed customers that includes the following information
  - 8.1.1. Customer contact information (name, address, phone, email)
  - 8.1.2. Installed equipment and measures (make, model, nameplate power capacity, and nameplate energy capacity)
  - 8.1.3. When relevant, expected solar yield per system, on an annual basis



## **1. Lead Generation and Customer Outreach**

- a. Per Exhibit A, Section 2.4, CEA will co-create a Customer Outreach Plan with the Consultant in a timely manner in order to optimize for the SGIP funds availability and to achieve program targets.
- b. CEA will actively reach out to its customers through various marketing channels to inform them about the opportunity to install battery systems. The volume of outreach must be large enough to achieve program targets.
- c. CEA will direct customer leads to the Consultant via mutually-agreed upon methods. Consultant will be responsible for verifying customer income and working with the customer and CEA to sort out issues that arise throughout the SGIP application process.

## **2. VPP**

- a. CEA will work with Consultant to develop a VPP plan that matches its needs.
- b. CEA will work with Consultant to develop and submit an SGIP-Qualifying Demand Response Program

## **3. Information Collection**

- a. CEA will provide the following information when requested by Consultant:
  - i. Copies of the customer's utility bill
  - ii. Energy usage data
  - iii. Personal information for leads such as name, address, and contact details

## **4. Data Transmission**

- a. CEA will ensure that all customer data is transmitted to Consultant in a data compliant manner, adhering to relevant privacy and security regulations

## **5. Handoff and Scheduling Link**

- a. CEA will provide a formal handoff of lead to Consultant

- b. CEA will also provide customers with a scheduling link supplied by Consultant, allowing customers to schedule a consultation directly with Consultant.



**Exhibit B**  
**Schedule of Performance**

Following the execution of this Agreement, the parties shall promptly meet to collaboratively develop a detailed project schedule. This schedule will outline key milestones, deliverables, and timelines necessary for the successful completion of the services. The parties agree to work in good faith to finalize the schedule within a reasonable timeframe, ensuring alignment with the objectives and scope of work defined in this Agreement.

## **Exhibit C** **Compensation**

Consultant shall satisfactorily provide the contemplated Services detailed in Exhibit A at a cost of zero dollars (\$0) to CEA. As noted at various points in Exhibit A, there are Optional and Supplementary services for which the Consultant would charge CEA based on performance.

Optional and Supplemental Services include:

1. Recruitment Services: Should CEA request Consultant's support for recruitment, Consultant has available a Consultant Referral Program referenced in Section 3.1.3 at a rate of \$150 per referral achieved.
2. Grid Services: Should CEA request Consultant's support with Grid Services through their VPP plan as described in Section 8, CEA and Consultant will negotiate in good faith, compensation for such services.
3. Home Remediation Services: From time to time, home remediation services may be needed. Any cost for home remediation not otherwise eligible for SGIP funds must be pre-approved by CEA, which reserves the right to approve or deny such costs at its sole discretion on a customer-by-customer basis.

### Invoices

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services and hours worked).

### Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority prior to commencement of any additional services. Consultant shall submit, at the Board's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

**Exhibit D**  
**Insurance Requirements and Proof of Insurance**

Proof of insurance coverage described below is attached to this Exhibit, with Authority and its members and their respective officials, officers, employees, agents and volunteers named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California and providing, at minimum, \$1,000,000.00 employers' liability coverage.

(2) **Liability:**

Commercial general liability ("CGL") coverage with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury and property damage, including ongoing and completed operations. ISO occurrence Form CG 0001 or equivalent is required. If limits apply separately to this Agreement (CG 25 03 or 25 04), the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If Consultant or subcontractor maintains higher limits than the limits shown above, Authority shall be entitled to coverage for the higher limits maintained by the Consultant and their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the Consultant's primary policy.

(3) **Automotive:**

Commercial Automobile Liability Insurance for all of the Consultant's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

(4) **Professional Liability**

Professional liability insurance that includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000 per claim and \$2,000,000 annual aggregate. Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the services or termination of this Agreement, whichever occurs last. Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase Authority's exposure to loss. All defense costs shall be outside the limits of the policy. If Consultant maintains higher limits than the limits shown above, Authority shall be entitled to coverage for the higher limits maintained by Consultant. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Authority.

(5) **Cyber Liability**

Consultant maintain Cyber Liability with a limit of \$2,000,000 per occurrence or claim and

\$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

**Exhibit E**  
**Sample Installer Agreement (Haven Install Partner MSA)**

**Haven**

HAVEN ENERGY  
MASTER SERVICES  
AGREEMENT

CONTRACTOR INFORMATION			
Legal Name:		State of Formation:	
Tax ID No.:		Principal Business Address for Notice:	

LICENSING AND REGISTRATION INFORMATION					
State	Issuing Agency	Number	State	Issuing Agency	Number

AGREEMENT INFORMATION			
Effective Date:	[ ], 2025	<b>Confidentiality and Non-Disclosure Agreement:</b>	
Initial Term:	[ ] months	Date:	[ ]
Territory:		Parties:	[X] Haven and Contractor
<input type="checkbox"/>		<b>Exhibits:</b>	
<input type="checkbox"/>		Exhibit A	Definitions
<input type="checkbox"/>		Exhibit B	Notice Addresses
<input type="checkbox"/>		Exhibit C	Insurance Requirements
<input type="checkbox"/>		Exhibit D	Fees and Payments
<input type="checkbox"/>		Exhibit E	Approved Subcontractors and Equipment Supply Requirements
<input type="checkbox"/>		Exhibit F	Code of Conduct
<input type="checkbox"/>		Exhibit G	Contractor Background Questionnaire
<input type="checkbox"/>		Exhibit H	Contractor Obligations
<input type="checkbox"/>		Exhibit I	Restrictive Covenants
<input type="checkbox"/>		Exhibit J	Form of Project Completion Certificate

**[CONTRACTOR TO PROVIDE INFORMATION HIGHLIGHTED IN YELLOW]**

## HAVEN

# ENERGY MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT is entered into as of the Effective Date set forth on the first page set forth above, by and between Haven Energy., a Delaware corporation having its principal place of business at 12100 Wilshire Blvd, Los Angeles, CA 90025, (together with its successors and assigns, “**Haven**”), and the Contractor described on the first page set forth above (together with its successors and permitted assigns, “**Contractor**”).

- A. WHEREAS, Haven is in the business of selling, designing, installing, servicing, operating, and maintaining residential solar energy systems, and other equipment used to store, generate, and transfer electricity, energy efficiency upgrades, and providing services with respect thereto (collectively, the “**Products**”);
- B. WHEREAS, Contractor is in the business of providing services relating to residential solar energy systems (as more particularly described on Exhibit H, the “**Services**”); and
- C. WHEREAS, Haven desires to engage Contractor, and Contractor desires to be engaged by Haven, to provide the Services pursuant to the terms and conditions of this Agreement;

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, in reliance upon the representations and warranties set forth herein, and for other good and valuable consideration, the Parties hereto hereby agree to amend and restate the Original Agreement as of the Effective Date as follows:

#### Definitions and Rules of Interpretation.

*Definitions.* Any capitalized term used but not defined in this Agreement shall have the meaning ascribed to such term on Exhibit A.

#### 1.1. Services.

*Conditions Precedent.* Before Contractor may commence any Services on behalf of Haven, the following conditions must first be satisfied to the satisfaction of Haven (in its sole and absolute discretion): (i) complete execution of this Agreement by all Parties; (ii) delivery to Haven by Contractor of all licenses, certificates, and other documents required under this Agreement; and (iii) completion of the Contractor Background Questionnaire and delivery to Haven of all materials required thereunder.

*Services.* Beginning on the Effective Date, and at all times throughout the Term, Contractor agrees to provide the Services for and on behalf of Haven solely in the Territory in strict compliance with the terms of this Agreement, the Customer Agreements, and Applicable Law. Contractor will have no authority to, and shall not, provide any Services or take any other actions with respect to the Products outside of the Territory.

*Work Orders.* As required, Haven will send a Work Order to Contractor. Contractor shall have two (2) Business Days to review and agree to the Work Order. If Contractor fails to timely respond, then Haven may (in its sole and absolute discretion) reassign the Work Order to a different party. Once accepted, Contractor agrees to perform the specified Work in the Work Order for the Project in full compliance with this Agreement, the Customer Agreement, and Applicable Law on the schedule specified in the Work Order.

*Business Representative.* Each Party hereby appoints the Business Representative. Each Business Representative will act as such Party’s primary point of contact with the other Party and manage the day-to-day

day relationship between the Parties. Either Party may replace the Business Representative by providing written notice to the other Party. Any required notices here under shall be delivered to the full list of notice parties, not just the Business Representative.

*Status as Independent Contractor.* Contractor is an independent contractor and is solely responsible for all taxes, withholdings, prevailing wages and other similar statutory obligations regarding its employees, approved subcontractors and agents. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment or franchise relationship between the Parties, and no Party shall have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other Party. Contractor's status under this Agreement is that of an independent

contractor and shall in no way be deemed to be any other status, including (without limitation) that of an agent or employee of Haven or its Affiliates. Contractor shall not refer to itself, hold itself out as, or knowingly permit any person to believe Contractor is anything other than an independent contractor, including (without limitation): agent, Affiliate, employee, partner, or franchisee of Haven. Haven may, in its sole and absolute discretion, (i) contract for services with other parties even though they may be similar or identical to the Services hereunder, inside or outside the Territory; or (ii) offer pricing, terms, conditions, or other benefits to other persons different from or superior to those offered to Contractor hereunder.

### **1.2. Payments**

*Fees and Payments.* Upon Contractor satisfying all Requirements, including delivery of all Deliverables and a Completion Certificate (as applicable), Haven shall pay to Contractor the Fees described on Exhibit D, subject to Haven's right of set-off. Contractor shall be responsible for any and all taxes relating to or arising out of this Agreement (including any transaction privilege, general excise, use, sales or other transaction-based taxes on the Fees or any other payment hereunder). Any Fee to Contractor is contingent upon Contractor's prior satisfaction of each condition precedent, representation, and warranty under this Agreement.

*Requirements.* The Requirements described on Exhibit H and elsewhere in this Agreement are and at all times shall remain subject to Haven's SOPs and all other policies and procedures of Haven that may apply to the Customers, the Services, the Work, or any Project. From time to time, Haven may (in its sole and absolute discretion) change, modify, eliminate, or add to the Requirements. If Haven makes any changes to the Requirements, then Haven will notify Contractor in writing and use commercially reasonable efforts to provide Contractor with written notice prior to implementation of such changes.

*Verification and Rejection.* Contractor acknowledges and agrees that Haven will independently verify and determine whether all Requirements are satisfied by Contractor prior to any payment of Fees. In the event that Haven discovers that any Requirement was not satisfied, then Haven may, in its sole and absolute discretion, withhold and setoff any applicable amount from the Fees. Upon the request of Contractor, Haven will provide to Contractor an explanation for any such rejection.

*Payment Dispute.* Any and all disputes concerning any payment of Fees must be delivered in writing to Haven no later than thirty (30) calendar days after the date of the applicable Fee Statement or payment. If Contractor fails to deliver a notice of any dispute within such seven (7) calendar day period, then Contractor will be (i) deemed to have accepted the Fee Statement and related payments as complete and accurate; and (ii) forever barred from bringing any claim or suit for miscalculation or underpayment of Fees or any payment of moneys by Haven with respect to such Fee Statement and payments.

*Right to Set-Off.* Contractor hereby agrees that Haven may set off, withhold, or otherwise deny payment against any and all unpaid amounts owed by Haven to Contractor in an amount equal to (i) the aggregate amount of any damages Haven or any of its Representatives has suffered or incurred as a result of Contractor's violation of any term of this Agreement; (ii) any amounts for costs incurred by Haven for Contractor's failure to perform any obligation under this Agreement, including its warranty obligations under Exhibit H; and (iii) any amounts owed by Contractor to Haven for any reason, including Contractor's duty to indemnify Haven, in each case as reasonably determined and the amounts as reasonably estimated by Haven in good faith. In the event that Haven incorrectly sets off, withholds, or denies payment in a manner not permitted by this Agreement, then Haven agrees it shall promptly correct such mistake and make appropriate payment to Contractor.

**1.3 Representations, Warranties, and Covenants of Contractor.** As of the Effective Date and at all times throughout the Term, Contractor will and does hereby (i) represent and warrant to Haven and its Representatives; and (ii) covenants, agrees, and shall do the following, and will require all of its Representatives to do the same:

*Organization, Power, and Qualification.* (i) Contractor is and shall remain duly organized, validly existing, and in good standing in the jurisdiction of its organization; (ii) Contractor is and shall remain qualified and licensed to do business and is in good standing in every jurisdiction where such qualification and licensing is required; (iii) Contractor has and shall maintain the full right, power and authority to enter into this Agreement and all other documents to be delivered in connection herewith, to grant the rights

and licenses granted under this Agreement and to perform its obligations hereunder and thereunder; and (iv) the execution of this Agreement and all other documents to be delivered in connection herewith by the person whose signature is set forth at the end hereof and thereof has been and will continue to be duly authorized by all necessary action of Contractor.

*Fully informed.* Prior to executing this Agreement, Contractor has had the opportunity to ask Haven any and all questions it may have in relation to the Services, the Products, this Agreement, its obligations hereunder, and the contemplated relationship between the Parties. Contractor hereby acknowledges and represents that it has had an opportunity to retain legal counsel to advise and review this Agreement.

*Enforceability.* This Agreement and any other documents delivered by Contractor to Haven hereunder constitute the legal, valid, and binding obligations of Contractor, enforceable in accordance with their respective terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium, or other Applicable Law affecting creditors' rights generally or the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

*No Conflict.* The execution, delivery and performance by Contractor of this Agreement and any other documents delivered by Contractor to Haven in connection with this Agreement, and the consummation of the transactions contemplated hereby and thereby, do not and will not conflict with or result in any breach of any of the provisions of, constitute a default under, result in a violation of, give any third party the right to accelerate any obligation under, or require any authorization, consent, approval, exemption or other action by or notice to, any court, other governmental body, or other third party under, the provisions of Contractor's governing documents or any indenture, mortgage, loan agreement, lease or other agreement or instrument to which Contractor or any entity that is an Affiliate or Representative of Contractor is a party or to which any of Contractor's respective properties are subject, or any Law, judgment or decree to which Contractor is subject.

*Licensure and Registration.* Contractor currently holds and will continue to maintain at all times throughout the Term, any and all Licenses necessary for it to conduct its business, generally, and provide the Services required by this Agreement, and/or required by Applicable Law. Contractor has provided to Haven true and correct copies of the Licenses and evidence of registration, all of which are current, in good standing, and not subject to any investigation, enforcement action, or other disputes with the applicable licensing authority. Contractor agrees that it shall update, maintain, and not let expire any of the Licenses, including all Licenses set forth on the first page set forth above. Contractor and all of its Representatives have current state, county, city, and local licenses, as applicable, in all names under which any of them is conducting business in the relevant jurisdiction. Contractor will ensure and take all necessary steps for it to confirm that all of its Representatives have and maintain all Licenses in good standing prior to any Representative performing any Services or other obligations of Contractor in connection with this Agreement.

*Litigation and Judgments.* There is no outstanding criminal or administrative matter, order, writ, injunction, fine, citation, penalty, decree or unsatisfied judgment of any court, or any claims or litigation pending or threatened against Contractor which may affect in any way Contractor, any Customer Agreements, this Agreement, the Services, or the other transactions contemplated by this Agreement. Neither Contractor nor any of its Representatives is a party to, or the subject of, or threatened with, any claim, suit, action, arbitration, investigation, audit, administrative or other proceeding of any character. Contractor is not contemplating the institution of any suit, claim, suit, action, arbitration, administrative or other proceeding relating to the Customer Agreements, this Agreement, the Services, or the other transactions contemplated by this Agreement. Contractor has no knowledge of any facts or circumstances which could result in a valid claim, suit, action, audit, investigation or proceeding against Contractor.

*No Adverse Actions and Release of Claims.* Contractor has no knowledge (based on due inquiry) of any facts or circumstances which could result in a claim, suit, action, audit, investigation, or proceeding by it or any of its Representatives against Haven or any of its Representatives. Contractor hereby irrevocably and unconditionally releases, acquits, and forever discharges Haven and its Representatives from any and all claims, actions, causes of action, rights, demands, debts, obligations, or damages of whatever nature or kind, known or unknown, at law or in equity (each a "**Claim**"), which Contractor or its Representatives have, may have, or may have had, against Haven and its Representatives, or one or more of them, arising or occurring prior to the Effective Date of this Agreement. Contractor further covenants and agrees not to initiate or participate individually or as a member of a class in any action, litigation, appeal, proceeding, charge, or complaint before any local, state, or federal agency or court against Haven and/or any of its Representatives pertaining to any Claim arising out of or by reason of any actions, omissions, transactions, or events occurring prior to the Effective Date of this Agreement except as may be required by court order.

*Solvency.* Contractor is solvent and able to pay its outstanding debts as they mature. Contractor will not be rendered insolvent by performing its Services under the Agreement. Contractor agrees that it

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will maintain its solvency at all times throughout the Term and not initiate any bankruptcy proceedings, nor permit any bankruptcy proceedings (whether voluntary or involuntary) to be initiated on its behalf.

*Compliance with Laws.* Contractor is and will continue to comply in all respects with all Applicable Law in providing the Services under this Agreement and all other aspects of its business and operations. Contractor and its Representatives are in compliance and, at all times throughout the Term, shall continue to comply in all respects with (i) Applicable Laws; (ii) the Code of Conduct; (iii) this Agreement; and (iv) the Customer Agreement.

*Conduct and Practices.* Contractor and all of its Representatives have read and understand the Code of Conduct. On behalf of itself and each of its Representatives, Contractor agrees to strictly comply with the Code of Conduct (as may be revised from time to time by Haven in its sole and absolute discretion) at all times throughout the Term. Contractor and its Representatives shall (i) perform the Services and all other obligations under this Agreement and the Customer Agreements in accordance with the highest standards of professional and ethical conduct, with the degree of care and skill exercised by persons providing similar services under similar circumstances; and (ii) will not take any action or fail to take any action that could in any way damage or impugn the brand, reputation, or integrity of Haven or its Representatives.

*Accurate and Complete Information.* Any and all information, documents, instruments, certificates, exhibits, schedules, and all other materials furnished, provided, or delivered by Contractor or its Representatives at any time in connection with this Agreement or the transactions contemplated hereby and thereby does not and will not include any untrue statement of a material fact or any omission of a material fact necessary to make the statements of facts contained therein, in light of the circumstances under which they are made, not misleading. Contractor and its Representatives shall never mislead, misstate, misrepresent, engage in any deceptive activity with respect to any Customer or any Representative of Haven.

**2** *Territory.* Contractor will provide the Services only in the Territory.

*Insurance.* As of the Effective Date and at all times throughout the Restricted Period, Contractor has and agrees it shall maintain and carry, at its own expense, in full force and effect all types and amounts of insurance required pursuant to Exhibit C.

*Records.* Contractor shall prepare and maintain accurate books and records (“**Records**”) of: (i) all written materials used in connection with its Services and other obligations hereunder; (ii) the name and the last known address and telephone number for all current and former Representatives directly involved in performing Contractor’s obligations pursuant to this Agreement; (iii) documentation concerning all Customers, and products installed for such Customers; (iv) information and documentation that Contractor is required to maintain pursuant to Applicable Law; (v) all correspondence and written materials relating to any License; (vi) all correspondence and written materials provided by or to any government agency relating to the Services, this Agreement, any Customer, or any Customer Agreement; and (vii) all other information necessary and helpful to permit Haven to determine and verify Contractor’s and its Representatives’ compliance with this Agreement, the Customer Agreements, and Applicable Law. Contractor shall retain the Records for the later of seven (7) years, or such later time as required by Applicable Law.

*Compliance Reviews.* Upon the reasonable request of Haven, Contractor will (i) provide, or make copies available to Haven for review, all Records; (ii) deliver to Haven true and correct copies of all applicable policies and procedures; (iii) make available to Haven certain Representatives selected by Haven to be interviewed; and (iv) allow Haven and its Representatives to observe, inspect, shadow, or otherwise review the conduct of Contractor and its Representatives in their performing of the Services and any other obligation under the Agreement (collectively, a “**Review**”). Haven will, to the maximum extent possible, limit all Reviews to customary business hours and use commercially reasonable efforts to minimize any disruption to the business activities of Contractor. If any mistake, violation, discrepancy, or issue is identified or disclosed as a result of Haven’s Review, then Contractor shall (as soon as reasonably practicable) rectify, resolve, and cure such concern to reasonable satisfaction of Haven. Any failure by Contractor to cooperate in any Review and/or timely resolve any concerns identified in a Review, in each case as determined by Haven in its sole and absolute discretion, shall be a Contractor Default under this Agreement.

*Instructions and Further Assurances.* Upon the request of Haven, Contractor shall immediately (i) comply with any and all instructions and requests of Haven or its Representatives in relation to the Services, (ii) cease any activity under this Agreement, (iii) terminate, remove, or discontinue the activity of any Representative and not allow any such removed person from performing in the future any Services under this Agreement, and (iv) provide any information, deliver any documents or other materials, or sign any documents or instruments in furtherance of this Agreement.

*Information Security.* As of the Effective Date and at all times throughout the Term, Contractor and each of its Representatives have and will continue to implement appropriate and reasonable administrative, physical, and technical safeguards designed to: ensure the security and confidentiality of Confidential Information (as such term is defined on Exhibit I), including the private personal information of any Customer or employee of any Party (“**Personal Information**”; and together with Confidential Information, “**Information**”). Contractor will ensure that it and all of its Representatives have security policies and procedures that protect and safeguard all Information in its possession, custody, or control, including the exchange and transmission of any Information by and between Contractor and Haven. Contractor and its Representatives have and will continue to (i) use the highest quality of technology and data security software and mechanisms to protect against anticipated threats or hazards to the security or integrity of the Information; (ii) protect against unauthorized access to, use, or breach of the Information; and (iii) detect, prevent, and mitigate the risk of identity theft. Contractor will not, and will prevent its Representatives from, disclosing any Information to a third party except as permitted under this Agreement, the

Customer Agreement, and Applicable Law. Contractor shall respond promptly and thoroughly respond to any request of Haven for information concerning the information security measures implemented by Contractor or any of its Representatives. In the event Contractor discovers or is made aware of a breach by it or any of its Representatives involving any Information, Contractor shall, at its sole cost and expense: (1) notify Haven in writing within forty-eight (48) hours of discovery of such disclosure or breach; (2) take all such actions as may be necessary or requested by Haven to address the breach, minimize the disclosure and problem, and mitigate against the risks associated therewith; and (3) cooperate in all respects with Haven to notify affected individuals and government agencies as may be required by Applicable Law.

*Reporting.* Contractor shall immediately inform and provide notice to Haven upon the occurrence of any of the following: (i) receipt by Contractor or any of its Representatives of a complaint from any Customer; (ii) after becoming aware of any material dispute, threat of dispute, or Claim by any Customer; (iii) any investigation, inquiry, demand, subpoena, or other regulatory process initiated by any government authority in relation to any Customer, any Customer Agreement, the Services, any License of Contractor or its Representatives, this Agreement, or any other activities of Contractor related to this Agreement; and (iv) any actual or threatened expiration, suspension, revocation, or enforcement action with respect to any License of Contractor or its Representatives. Contractor understands that upon receipt of such notice, Haven may, in their sole and absolute discretion, immediately perform a review in accordance with this Agreement.

*Representatives.* As of the Effective Date, and at all times throughout the Term, Contractor represents, warrants, and covenants that prior to permitting, suffering, or allowing any Representative to perform any of the Services or any other obligation of Contractor in connection with this Agreement, that each of the following conditions are satisfied and true and correct in all respects: (i) each Representative is a citizen of the United States or is legally permitted to work therein; (ii) Contractor has performed drug testing, criminal history background check, and confirmed that such individual has not been convicted of a felony or any crime of moral turpitude in the prior seven (7) years, and no Representative is a registered sex offender; (iii) Contractor has given training and verified the Representatives understand all aspects of this Agreement, the Code of Conduct, Applicable Law, and the Customer Agreements; (iv) each Representative has all necessary Licenses required by Applicable Law, the Customer Agreement, and this Agreement; (v) all Representatives will correctly identify themselves as employees of Contractor and never as an agent or contractor of Haven; (vi) all Representatives will comport themselves in a polite and cooperative manner when dealing with any and all Customers; (vii) Contractor shall timely pay any and all wages to employees or other amounts due and owing under any contract; (viii) Contractor will notify Haven immediately, in writing, of any Representatives who have been terminated or subject to any disciplinary action; and (ix) Contractor will ensure that all Representatives are covered under Contractor's Insurance, including workers' compensation and applicable state disability insurance. Nothing in this section shall create a relationship between Haven and any Representative of Contractor, including any employment or agency relationship. Haven reserves the right, in its sole and absolute discretion, to terminate, disassociate, remove, or deny access to any Representative of Contractor, at any time, for any reason.

*No Subcontractors.* Other than the subcontractors listed on Exhibit E or specifically authorized by Haven in writing after the Effective Date (each, an "**Approved Subcontractor**"), Contractor shall not use any person, entity, group, association, subcontractor, or any other Representative in the performance of the Services or any of its obligations under this Agreement unless such person is a natural person and employed by Contractor. Other than Approved Subcontractors, Contractor shall not and shall ensure none of its Representatives solicits, entices, or contracts with any third-party to perform any aspect of the Services or any other obligation of Contractor in this Agreement. Contractor acknowledges and agrees that it shall be fully responsible for the acts, omissions, breaches of this Agreement, and violations of law of all Representatives, Approved Subcontractors, or any other person or entity performing any activities on behalf of Contractor. Contractor hereby agrees to indemnify, defend, advance expenses, and hold Haven harmless for the acts and omissions of all of its Representatives, including all Approved Subcontractors.

*Liens.* Contractor agrees that it will not file a Lien and it will not permit any of its Representatives to file a Lien, on or against any jobsite, Customer's property, the System, Haven, or any of Haven's Affiliates. If any Lien is filed in violation of this Agreement, then Contractor agrees that it will indemnify, defend, hold harmless, and advance expenses for any and all Losses incurred by Haven, Customer, or any

other affected party.

2. Restrictive Covenants. Each of the Restrictive Covenants set forth on Exhibit I shall apply to Contractor and Haven, as applicable.

Representations, Warranties, and Covenants of Haven. On the Effective Date and throughout the Term, Haven hereby represents, warrants, and covenants:

(a) *Organization, Power, and Qualification*. (i) Haven is a Delaware Corporation duly organized, validly existing, and in good standing in the jurisdiction of its formation; (ii) Haven is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required; (iii) Haven has the full right, power and authority to enter

into this Agreement and the other documents to be delivered in connection herewith, to grant the rights and licenses granted hereunder and thereunder and to perform its obligations under this Agreement and the other documents to be delivered in connection herewith; and (iv) the execution of this Agreement by the person whose signature is set forth at the end hereof and thereof has been duly authorized by all necessary action of Haven.

(b) *Authorization; No Breach.* The execution, delivery and performance of this Agreement, and any other documents delivered by Haven to Contractor hereunder, and the consummation of the transactions contemplated herein and therein, have been duly authorized by all necessary action on the part of Haven. This Agreement and any other documents delivered by Haven to Contractor hereunder constitute legal, valid, and binding obligations of Haven, enforceable in accordance with their respective terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium, or similar Applicable Laws affecting creditors' rights generally or the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity). The execution, delivery and performance by Haven of this Agreement and any other documents delivered by Haven to Contractor hereunder, and the consummation of the transactions contemplated hereby and thereby, do not and will not conflict with or result in any breach of any of the provisions of, constitute a default under, result in a violation of, give any third party the right to accelerate any obligation under, or require any authorization, consent, approval, exemption or other action by or notice to, any court, other governmental body, or other third party under, the provisions of Haven's governing documents or any indenture, mortgage, loan agreement, lease or other agreement or instrument to which Haven is a party or to which any of Haven's respective properties are subject, or any Applicable Law, judgment or decree to which Haven is subject.

(c) *Licensure and Registrations.* Haven currently holds, and will continue to maintain during the Term, any and all Licenses necessary for it to conduct its business.

(d) *Compliance with Laws.* Haven has complied and will continue to comply, in all material respects, with Applicable Law.

(e) *Support.* Haven will (i) upon request of Contractor, provide Original Equipment Manufacturer training materials for use by Contractor and its Representatives; (ii) provide Contractor with access to information technology of Haven necessary to perform the Services; and (iii) provide Contractor and applicable Customers with customer and account management support during normal business hours.

#### **Term and Termination.**

*Term.* This Agreement will commence on the Effective Date and will continue until terminated as provided in this Agreement. Either Party may terminate this Agreement for convenience upon thirty (30) calendar days' prior written notice to the other Party. Haven may terminate this Agreement immediately upon the occurrence of a Contractor Default. Termination of this Agreement automatically terminates all Work Orders underneath it. Within 30 days of the effective date of termination, Haven will pay all amounts owing to Contractor for Services (less remedies or withholdings) or Contractor will return to Haven any amount paid to Contractor as a retainer that is not owed against Services. Upon the termination of this Agreement, or upon Haven's earlier request, Contractor will deliver to Haven all of Haven's property that is in Contractor's possession or control, including any Works and Confidential Information.

*Contractor Defaults.* Each of the following shall be a "**Contractor Default**": (i) Contractor or any Representative failing to maintain in good standing any required License or other government approval required to perform the Services; (ii) Contractor's material breach of this Agreement that remains uncured after seven (7) calendar days prior written notice; (iii) Contractor's or its Representative's fraud, willful misconduct or gross negligence in performance of its obligations under this Agreement; (iv) Contractor files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy or insolvency law, or discontinues or dissolves its business, or if a receiver is appointed for such Party or for such Party's business and such event is not discharged within thirty

(30) calendar days of such appointment; (v) in the event of any change in the ownership or legal form of Contractor's organization, Contractor attempts to make or makes any assignment of the rights under this Agreement, or the sale, consolidation, or merger of Contractor's organization with, or into, another person or entity; or (vi) a material adverse change in the financial condition or creditworthiness of Contractor as determined by Haven in its reasonable discretion.

*Remedies.* Upon the occurrence of a Contractor Default, Haven may (in its sole and absolute discretion) exercise any of the following remedies: (i) immediately suspend Contractor's access to any and all Software; (ii) terminate this Agreement;

(iii) withhold any amounts due and owing by Haven to Contractor hereunder, and offset, to the extent of any damages and expenses of Haven resulting from, or relating to, such Contractor Default; (iv) demand that Contractor pay Liquidated Damages; and/or (v) exercise any other remedy available to Haven under Applicable Law.

*Contractor's Obligations upon Expiration or Termination.* Upon the expiration (or earlier termination of this Agreement) or notice of termination, Contractor shall immediately (i) cease to perform any of the Services; (ii) cease to

represent itself as affiliated in any way with Haven; (iii) return to Haven any and all documents and tangible materials (including any copies thereof) containing, reflecting, incorporating, or based on any information provided or made available to Contractor by Haven; (iv) return, delete, or destroy any and all Confidential Information.

2.1. *Survival of Terms.* All terms and conditions set forth in this Agreement, which by their terms, are intended to, or in order to give proper effect to their intent should, survive the termination or expiration of this Agreement, shall survive such termination and expiration, including (without limitation) Exhibits A, C, D, F, H, and I.

2.2. *Cumulative Remedies.* All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

2.3. *Equitable Remedies.* Contractor acknowledges and agrees that (i) a breach or threatened breach by Contractor, its Affiliates, or any of their respective Representatives of any of the obligations under the Agreement, including (without limitation) the Restrictive Covenants set forth on Exhibit I and the Warranties set forth on Exhibit H, would give rise to irreparable harm to Haven and its Affiliates for which monetary damages would not be an adequate remedy; (ii) in the event of a breach or a threatened breach by Contractor, its Affiliates or any of their respective Representatives of any such obligations, Haven shall, in addition to any and all other rights and remedies that may be available to Haven at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy; and (iii) Contractor shall be liable for all costs, expenses and fees (including court costs and attorneys' fees) in connection with any action instituted by Haven or any of its Affiliates seeking to remedy, enforce its rights. Contractor acknowledges and agrees that neither it, nor its Affiliates or their respective Representatives, will oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this agreement.

### 3. General Provisions.

3.1. *Indemnification.* Contractor will indemnify, defend, and hold harmless Haven and its directors, officers, and employees from and against all losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses associated therefrom, arising directly or indirectly from third party claims alleging: (i) any grossly negligent, reckless, or intentionally wrongful act of Contractor or Contractor's assistants, employees, sub-contractors or agents, (ii) any breach of Contractor's obligations under this Agreement; or (iii) any violation or claimed violation of a third party's rights or property resulting in whole or in part from the work product of Contractor under this Agreement.

3.2. *Limitation of Liability.* Except for Contractor's indemnification obligations under this agreement, and/or a Party's gross negligence or willful misconduct, in no event shall either Party, its Affiliates, or their respective Representatives be liable for: consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not it was advised of the possibility of such damages, and (iii) the legal or equitable theory (contract, tort (including negligence), or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Except for Haven's gross negligence or willful misconduct, to the maximum extent permitted under Applicable Law, Haven's aggregate liability arising out of or relating to this Agreement, whether arising out of or relating to breach of contract, tort (including negligence), or otherwise, shall not exceed the total of the amounts actually paid by Haven to Contractor pursuant to this Agreement.

3.3. *Notices.* All notices, requests, demands, and other communications required or permitted to be given under this Agreement by any Party shall be in writing delivered to applicable address set forth on Exhibit B; or to such other address as any Party may designate from time to time by written notice to all other Parties. Each such notice, request, demand, or other communication shall be deemed given and effective, as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by first-class U.S. Mail, postage prepaid, upon the earlier to occur of receipt or seven (7) Business Days after deposit in the U.S. Mail; (iii) if sent by a recognized prepaid overnight courier service, one (1) Business Day after the date it is given to such service; (iv) if sent by facsimile, upon receipt of confirmation of successful transmission by the facsimile machine; and (v) if sent by email, upon acknowledgement of receipt.

3.4. *Expenses.* Each Party will bear the costs and expenses incurred by such Party in negotiating and executing this Agreement. Unless otherwise provided herein, Contractor will be responsible for all costs related to the Services, Work, Equipment, tools, vehicles, uniforms, training, project management, call centers, customer care, information technology systems, software, and all other of its obligations under this Agreement.

3.5. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by Contractor without the prior written consent of Haven. Any assignment in violation of this provision shall be void, and the act of purporting to make such an assignment a Contractor Default.

3.6. *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties and supersede all prior oral and written negotiations, communications, discussions, and correspondence pertaining to the subject matter hereof.

3.7. *Applicability and Incorporation of Schedules and Exhibits.* Each of the Schedules and Exhibits that have a “checkmark” in the “checkbox” next to such Exhibit or Schedule on the first page of this Agreement is hereby each incorporated herein by reference and shall each and collectively form an integral part of this Agreement. The Parties agree that unless the checkbox next to the Exhibit on the first page of the Agreement is checked, that each such Exhibit shall not apply to Contractor and/or Haven. For the avoidance of doubt, all unchecked Exhibits are hereby deleted in their entirety and shall not apply between the Parties.

3.8. *Amendments and Waivers.* This Agreement may be amended, amended and restated, supplemented, or modified only by an instrument in writing signed by all of the Parties. Each Exhibit attached hereto may be amended, modified, and/or supplemented at any time by Haven by delivering a revised written Exhibit to Contractor (including via email) (each, a “**Revised Exhibit**”). Each Revised Exhibit shall be effective and binding upon Contractor and Haven after seven (7) calendar days of its delivery, unless such Revised Exhibit has a specifically-identified later effective date. After the effectiveness thereof, the Revised Exhibit shall (i) supersede the prior applicable Exhibit then in-effect; and (ii) apply to all Customers and Projects that achieve Install Complete. With respect to Haven, only the individuals with the title of Chief Executive Officer or Co-Founder are authorized to execute any Amendment. Contractor acknowledges and agrees that any purported amendment, instrument, or other writing intended to modify or supplement in any way this Agreement signed by any person other than those listed individuals shall be unenforceable and nonbinding against Haven.

3.9. *Severability.* If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by applicable law, and the remainder of this Agreement shall remain in full force and effect. In the event that the time period or scope of any provision is declared by a court of competent jurisdiction to exceed the maximum time period or scope that such court deems enforceable, then such court shall reduce the time period or scope to the maximum time period or scope permitted by law.

3.10. *Waiver.* No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of either Party to require the performance of any term or obligation of this Agreement, or the waiver by either Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

3.11. *Attorneys’ Fees and Costs.* In the event that either Party commences an action to enforce the terms of this Agreement, or to seek damages or injunctive relief for the alleged breach thereof, the prevailing Party (as determined by a court of competent jurisdiction) shall be entitled to collect from the non-prevailing Party its, his or her reasonable attorneys’ fees and costs incurred therein.

3.12. *Choice of Law.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED UNDER, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO CONFLICTS OF LAWS RULES THEREOF.

3.13. *Submission to Jurisdiction.* Each Party irrevocably consents and agrees that any action, proceeding, or other litigation by or against the other Party with respect to any claim or cause of action based upon or arising out of or related to this

Agreement, shall be brought, and tried exclusively in the federal or state courts located in the State of California, and any such legal action or proceeding may be removed to the aforesaid courts. By execution and delivery of the Agreement, each Party accepts, for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Each Party hereby irrevocably waives (i) any objection which it may now or hereafter have to the laying of venue with respect any such action, proceeding, or litigation arising out of or in connection with this Agreement brought in the aforesaid courts; and (ii) any right to stay or dismiss any such action, proceeding, or litigation brought before the aforesaid courts on the basis of forum *non-conveniens*. Each Party further agrees that personal jurisdiction over it may be affected by service of process by certified mail, postage prepaid, addressed as provided in this Agreement, and when so made shall be as if served upon it personally within the State of California.

3.14. *JURY WAIVER.* TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH PARTY HEREBY AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS AGREEMENT AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT, OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, RESTATEMENTS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT.

3.15. *Force Majeure.* Upon the occurrence and during the continuance of a Force Majeure Event, a Party will be excused from performance and shall not be considered to be in breach or default with respect to any obligation hereunder; so long as:

(i) such Party gives the other Party prompt written notice describing the details of the Force Majeure Event as soon as is reasonably practicable after becoming aware of the occurrence of the Force Majeure Event; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event; (iii) no obligations of the affected Party that arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of such Force Majeure Event, unless and only to the extent that the performance of such obligations is impaired by the Force Majeure Event; (iv) the Party uses diligent best efforts to overcome or mitigate the effects of the Force Majeure Event; and (v) when the Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect and shall promptly resume performance hereunder. Notwithstanding the foregoing, a Party will not be relieved of any obligation to pay money in connection with this Agreement, including (without limitation): payment of any Fee by Haven, payment of any Liquidated Damage or reimbursement by Contractor, or any indemnification obligation of either Party

3.16. *Counterparts.* This Agreement may be executed by the Parties by facsimile, email, or digital signature, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A facsimile, digital signature, or portable document format ("pdf") signature page shall constitute an original for purposes hereof.

IN WITNESS WHEREOF, the Parties enter into this Master Services Agreement as of the Effective Date set forth on the first page set forth above.

<b>CONTRACTOR</b> [ ]	
<b>By:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	
<b>HAVEN</b>	
<b>By:</b>	
<b>Name:</b>	

<b>Title:</b>	
<b>Date:</b>	

## HAVEN

## ENERGY MASTER

## SERVICES

## AGREEMENT

## Exhibit A - Definitions

## 1. DEFINITIONS.

- 1.1. **“Activation Date”** means the date upon which all of the following shall have occurred (i) the Project is fully Installed; (ii) the Project has received all Permits and approvals required by any Government Agency; (iii) the Project has passed inspection by the applicable AHJ; (iv) the System has passed all startup and performance tests, including the Commissioning Protocol and has been Verified as Operational; and (v) the Project has received its PTO Letter from the applicable utility; (vi) the System has been turned on and begun to produce energy; and (vii) if applicable, billing for the Customer has commenced.
- 1.2. **“Advances”** has the meaning set forth on Exhibit D, and generally means a payment of all or a portion of a Fee by Haven to Contractor before it is completely earned by the Contractor. All payments to a Contractor prior to final completion of all Services and Work with respect to a Project shall be deemed an Advance.
- 1.3. **“Affiliate”** means, with respect to either Party, a person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.4. **“Agreement”** means this Master Services Agreement, collectively with the NDA, all Exhibits and information attached hereto, and all other documents incorporated herein by reference.
- 1.5. **“Applicable Law”** means any statute, law, ordinance, regulation, Prudent Industry Practices, rule, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any governmental authority, including (without limitation): (i) Federal and state privacy, data security and credit reporting laws, (ii) Federal and state unfair, deceptive or abusive acts and practices laws, (iii) Federal and state telecommunications laws, (iv) Federal and state email communication laws, (v) Federal and state advertising and marketing laws, (vi) Federal and state electronic transactions laws and electronic contracting laws, (vii) the SEIA Solar Business Code; (viii) Direct Marketing Association’s Business Code; (ix) Federal and state home improvement and solar disclosure laws, and (x) Federal and state door-to-door solicitation laws
- 1.6. **“Authority Having Jurisdiction”** or **“AHJ”** means a Government Authority responsible for issuance of Permits.
- 1.7. **“BOS (Balance of System) Components”** has the meaning set forth on Exhibit H.
- 1.8. **“Business Day”** means any day, other than a U.S. Federal Holiday or a day on which banking institutions are authorized or obligated by Applicable Law or executive order to be closed.
- 1.9. **“Business Representative”** means the individual appointed by each Party as set forth on Exhibit B.
- 1.10. **“Change Order”** means change request by Haven, relating to a previously agreed Work Order, on Haven’s standard form.
- 1.11. **“Code of Conduct”** means those policies and procedures of Haven, attached hereto as Exhibit F, as may be modified from time to time by Haven in its sole and absolute discretion.
- 1.12. **“Commissioning Protocol”** has the meaning set forth on Exhibit H.
- 1.13. **“Competitor”** has the meaning set forth on Exhibit I.

- 1.14. “***Completion Certificate***” means the certificate attached hereto as Exhibit J; provided that Haven may revise the form or Completion Certificate at any time in its sole and absolute discretion.

- 1.15. “**Consumer**” means any natural person, including (without limitation): a Customer.
- 1.16. “**Contractor Background Questionnaire**” means the questionnaire attached hereto as Exhibit G; provided that Haven may revise the questionnaire items at any time in its sole and absolute discretion.
- 1.17. “**Customer Agreements**” means Haven’s standard form of Home Improvement Energy Services Agreement, or other agreements between Haven and a Customer, in each case, as may be modified from time to time by Haven in its sole and absolute discretion.
- 1.18. “**Customer Information**” means the contract information and personal details concerning a Customer, including (without limitation): full legal name, date of birth, property address for the Project, mailing address, e-mail address, telephone number, and other information that may be requested by Haven from time to time.
- 1.19. “**Customer**” means each natural person to whom Haven markets, promotes, solicits, and/or offers for sale the Products, whether or not such person qualifies as a customer or executes a Customer Agreement.
- 1.20. “**Defect**” means any issue, problem, oversight, or failure in the Work, in the Equipment, in the Inventory, or any other aspect of the Services provided by Contractor that (a) does not strictly comply at any time throughout the Warranty Period with the Specifications, the Requirements, Applicable Law, this Agreement, the Customer Agreement, any Permit; (b) causes any component or all of a System or a Project to fail to operate in the manner intended; or (c) results in material damage to the homeowners property or belongings.
- 1.21. “**Deliverables**” has the meaning set forth on Exhibit H; provided that Haven may revise the required Deliverables at any time in its sole and absolute discretion.
- 1.22. “**Equipment**” means Major Equipment, BOS Components, the Products, and any other material, hardware, or component part of a System or a Project.
- 1.23. “**Fee Statement**” has the meaning set forth on Exhibit D.
- 1.24. “**Fees**” means those amounts owed to Contractor set forth on Exhibit D, as may be reduced by any amount owed by Contractor to Haven, including (without limitation): Liquidated Damages, Reimbursements, repaid Advances, and indemnification obligations.
- 1.25. “**FIN**” or “**Final Inspection Notice**” means a final inspection notice or similar notices, or approvals issued by a Government Authority that demonstrates that the design, engineering, installation, and commissioning of the System and all other components of the Project satisfy all Permit requirements, pass the inspection, and comply with Applicable Law.
- 1.26. “**Force Majeure Event**” means the occurrence of any act or event beyond the reasonable control of the Party affected that prevents the affected Party from performing its obligations under this Agreement, in full or part, if such act or event is beyond the reasonable control of, and not the result of the acts or omissions of, the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums), to the extent caused by flood, earthquake, named storm, fire, lightning, epidemic, war, riot, sabotage, terrorism, or acts of god. Notwithstanding the foregoing, Force Majeure Events shall not include labor strikes or shortages, inclement weather, mechanical or equipment failures, supply shortages or delays, imposition of taxes, tariffs, or other charges, change in Applicable Law or requirements of Government Authorities, or the acts or omissions of a Customer.
- 1.27. “**Governmental Authority**” means any federal, commonwealth, state, or local regulatory agency or other governmental agency or authority having jurisdiction over a Party, a Representative of a Party, a Consumer, a Customer, or the transactions contemplated by this Agreement or the Customer Agreement.
- 1.28. “**Home Improvement Energy Services Agreement**” means the agreement between Haven and the customer regarding the design, performance, ownership and maintenance of a residential solar system.
- 1.29. “**Install**”, “**Installed**”, or “**Install Complete**” means with respect to a System and Project (i) the System, all Products, and related components are fully and physically installed; (ii) the System is interconnected to the Property’s electrical system; (iii) the System has passed the Commissioning Protocol; (iv) the System is communicating with a remote monitoring platform; (v) all Deliverables have been provided to Haven; (vi)

the Project complies in all respects with the Specifications, and (vii) all permits have been officially closed with the appropriate AHJ.

- 1.30. **“License”** means any franchises, licenses, certificates, consents, certifications, waivers, permits, registrations, orders, approvals, registrations, agreements with, and other authorizations from or with any Government Authority, quasi-governmental agency, utility, incentive program administrator, and the like.
- 1.31. **“Lien”** means any lien, mortgages, pledge, security interest, restriction, prior assignment, claim, and any and all other encumbrances of every kind or character, including the claims of any bank, creditor, or taxing authority.
- 1.32. **“Liquidated Damage”** or **“LD”** means the payment of money by Contractor upon the occurrence of a specified event or the lapse of time, including (without limitation): delay liquidated damages, termination fees, and other amounts specified on Exhibit D and Exhibit H.
- 1.33. **“Losses”** means collectively any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, fees, penalties, fines, costs (including costs for experts and investigations), or expenses of whatever kind, including attorneys’ fees, fees, and the costs of enforcing any right under this Agreement, and the cost of pursuing any insurance providers.
- 1.34. **“MSA”** has the same meaning as “Agreement”.
- 1.35. **“Party”** means each of Haven and Contractor.
- 1.36. **“Permit Approved”** means the issuance by the applicable government authority of all electrical, building, and other permits and approvals required to install a System or other Products and their receipt by Haven.
- 1.37. **“Permit”** means an electrical, building, or other permit or approval required and issued by an AHJ in relation to installation of a System or any Product.
- 1.38. **“Products”** means a System and such other products made available by Haven to a Customer from time to time, including (without limitation): (i) electrical service upgrades; (ii) structural upgrades; (iii) battery storage systems; (iv) electric vehicle chargers; and (vi) energy efficiency upgrades; provided that Haven may revise the eligible Products at any time in its sole and absolute discretion.
- 1.39. **“Project Document”** means all required documentation other than a Customer Agreement required to install, inspect, commission, receive PTO, and activate a Project, including (without limitation): permits, HOA approval, net metering agreements, interconnection agreements, inspection notices and Job Close Out (JCO), rebate forms, incentive forms, tax credit forms, and SREC documentation.
- 1.40. **“Project”** means the System, other Products, and Customer Agreement for a particular Customer at a specific Property.
- 1.41. **“Property”** means the real property upon which the System and other Products will be installed, identified in the applicable Customer Agreement.
- 1.42. **“Prudent Industry Practices”** means, with respect to each System and Project, (a) the highest and most prudent standards of performance within the residential solar photovoltaic power generation industry throughout the United States; and (b) those practices, methods, acts, equipment, specifications and standards of safety and performance, of which there may be more than one, and as the same may change from time to time, as are used in operating solar energy systems of a type and size similar to the Systems and in the same geographic region as the System that, at a particular time, by highest performing and most prudent participants in the solar industry that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would be expected to accomplish the desired result in a manner consistent with Applicable Law, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, efficiency, economy and expedition.
- 1.43. **“PTO Letter”** means the permission to operate granted by the applicable utility or its equivalent.
- 1.44. **“Reimbursements”** means any and all amounts owed by Contractor to Haven relating to or arising from (i) costs incurred by Haven that should have been paid by Contractor; or (ii) amounts paid by Haven to Contractor that it did not earn, in each case pursuant to the terms of this Agreement, including (without limitation): the repayment of any Advances and all Reimbursements described on Exhibit D.

- 1.45. “**Representatives**” means, with respect to a Party, such Party’s and its Affiliates’ employees, officers, directors, managers, equity holders, agents, attorneys, contractors, third-party advisors, successors, and permitted assigns.
- 1.46. “**Requirements**” means any and all terms, conditions, conditions precedent, Deliverables, and other requirements required of Contractor in connection with any Customer or Project, including (without limitation) the requirements described and defined on Exhibit H; provided that Haven may revise the requirements at any time in its sole and absolute discretion.
- 1.47. “**Restricted Period**” has the meaning set forth on Exhibit I.
- 1.48. “**SEIA Solar Business Code**” means the Solar Energy Industries Association’s Solar Business Code (available at <https://www.seia.org/initiatives/seia-solar-business-code>).
- 1.49. “**Set-Off**” means any amount owed by Contractor to Haven under this Agreement that Haven sets-off, deducts, or withholds from any payment by Haven to Contractor.
- 1.50. “**Software**” means the software, computer systems, and other electronic tools owned or provided by Haven.
- 1.51. “**SOP**” means one or more of Haven’s standard operating procedures.
- 1.52. “**Specifications**” means any applicable SOP.
- 1.53. “**System Size**” means, with respect to a System, the nameplate capacity of such System represented in Watts.
- 1.54. “**System**” means a photovoltaic or storage system comprised of Major Equipment and BOS Components.
- 1.55. “**Territory**” has the meaning set forth on the first page set forth above.
- 1.56. “**Trademarks**” means all trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs, and general intangibles of Haven
- 1.57. “**Verified as Operational**” or “**VAO**” means Contractor has verified and documented in accordance with the SOP that each System satisfies each of the following requirements: (i) the System is fully-installed, commissioned, inspected, and Activated, (ii) the System is communicating with the remote monitoring platform, (iii) the System is producing power as expected, and (iv) the Project is ready to commence billing.
- 1.58. “**Warranty Period**” means the *later of (i) ten (10) years from the Activation Date; or (ii) ten (10) years from the date of warranty service performed by Contractor.*
- 1.59. “**Watt**” means watts DC STC or nameplate rating of the applicable System or Solar Panel.
- 1.60. “**Work**” has the meaning set forth on Exhibit H.
- 1.61. “**Work Order**” means a request for Work by Haven, on Haven’s standard form, which may be transmitted via e-mail or other electronic means to Contractor.



HAVEN  
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Exhibit B – Notice Addresses

HAVEN INFORMATION			
<b>Authorized Representative</b>		<b>Notice Address</b>	
Name:	<input type="text"/>	<b>Haven Energy Services</b>	
Title:	<input type="text"/>	Mailing Address:	<input type="text"/>
E-Mail:	<input type="text"/>	Attention:	<input type="text"/>
Telephone:	<input type="text"/>	E-Mail	<input type="text"/>

For Invoices and Billing		With Copy to	
Name:	<input type="text"/>	<b>Haven Energy Services</b>	
Title:	<input type="text"/>	Mailing Address:	<input type="text"/>
E-Mail:	<input type="text"/>	Attention:	<input type="text"/>
Telephone:	<input type="text"/>	E-Mail	<input type="text"/>

CONTRACTOR INFORMATION			
<b>Authorized Representative</b>		<b>Notice Address</b>	
Name:	<input type="text"/>	<b>[Contractor Name]</b>	
Title:	<input type="text"/>	Mailing Address:	<input type="text"/>
E-Mail:	<input type="text"/>	Attention:	<input type="text"/>
Telephone:	<input type="text"/>	E-Mail	<input type="text"/>

For Invoices and Billing		With Copy to	
Name:	<input type="text"/>	<b>[Contractor Name]</b>	
Title:	<input type="text"/>	Mailing Address:	<input type="text"/>
E-Mail:	<input type="text"/>	Attention:	<input type="text"/>
Telephone:	<input type="text"/>	E-Mail	<input type="text"/>

Name:	[ ]	[Contractor Name]	
Title:	[ ]	Mailing Address:	[ ]
E-Mail:	[ ]	Attention:	[ ]
Telephone:	[ ]	E-Mail	[ ]



# HAVEN

## ENERGY MASTER SERVICES AGREEMENT

### Exhibit C – Insurance Requirements

At all times throughout the Restricted Period and for three (3) years thereafter, Contractor shall obtain and maintain, and shall cause its Representatives (including subcontractors (if any)) to obtain and maintain, at its sole cost and expense, insurance meeting the following requirements, in each case in form, substance, and amount acceptable to Haven (in its sole and absolute discretion):

#### 1. INSURANCE TYPES AND AMOUNTS.

- 1.1. Compliance with Applicable Law. Insurance of the type and minimum amount required by Applicable Law.
- 1.2. Workers' Compensation. Workers' compensation and employers' liabilities insurances in amounts not less than \$1,000,000.
- 1.3. Commercial General Liability Insurance. Commercial general liability insurance in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering all of Contractor's operations, including (without limitation): premises and operations liability, products and completed operations liability, blanket contractual liability, personal injury liability, bodily injury and "broad form" property damage coverage, blanket contractual liability, explosion, collapse, and underground hazard coverage. Commercial General Liability, including products and completed operations, shall be maintained for a minimum of three (3) years following the Term.
- 1.4. Automobile Liability Insurance. Commercial automobile liability insurance with bodily injury, death, and property damage with combined single limits of at least \$1,000,000 each accident covering vehicles owned, hired, or non-owned.
- 1.5. Property and Casualty Insurance. Property and casualty insurance covering (a) Contractor's tools and equipment; (b) each Project during the Warranty Period in an amount equal to the estimated fair market value for each Project; and (c) if applicable, one hundred fifty percent (150%) of the Inventory Maximum.
- 1.6. Excess Umbrella Liability. Excess umbrella liability insurance with a single limit of at least \$5,000,000 per occurrence and in the aggregate, in excess of the limits of insurance provided above. Coverage shall be "following form" of the underlying general liability policy.
- 1.7. Professional Liability. Professional liability (errors and omissions) insurance with a limit of not less than \$1,000,000 per occurrence and in \$2,000,000 the aggregate. If the policy shall be written on a "claims-made basis" then the policy shall include (a) retroactive date that is no later than the Effective Date, and (b) any time a policy is written on a "claims-made basis" is not renewed or the retroactive date changed Contractor shall obtain or cause to obtain the broadest "tail" or extended reporting coverage commercially available.
- 1.8. Builder's Risk Insurance. For each Project, installation floater with a coverage limit of \$250,000 per job site on a per occurrence basis and shall be written on an all-risk, replacement cost-basis.

## 2. INSURANCE REQUIREMENTS.

- 2.1. General. Each insurance policy shall meet all the following minimum requirements:
  - 2.1.1. be with companies licensed to do business in each state in the Territory;
  - 2.1.2. be of a form, substance, and content satisfactory to Haven (in its sole and absolute discretion);
  - 2.1.3. be written on a per occurrence basis (other than Professional Liability Insurance);

- 2.1.4. provide that not less than thirty (30) calendar days' prior written notice be given to Haven before any such policies are canceled or substantially changed to reduce the insurance provided thereby; and
- 2.1.5. be primary and noncontributory as respects any claims, liability, or other Losses arising directly or indirectly from Seller's operations
- 2.2. Waiver of Subrogation. Each policy shall contain express waivers and endorsements providing that each insurer and underwriter waives all of its rights of recovery by subrogation, by or through Contractor, or otherwise against Haven or any of Haven's Representatives.
- 2.3. Liability Insurance. Commercial General Liability, Business Automobile Liability and Umbrella Liability policies shall include a severability of interest clause with cross-liability included.
- 2.4. Deductibles. Any deductible or self-insured retention shall be the responsibility of Contractor.
- 2.5. Liability of Contractor. The limits of insurance or applicable deductibles shall not limit the liability of Contractor or relieve Contractor of any liability or financial responsibility.

### 3. EVIDENCE OF INSURANCE.

- 3.1. Prior to the commencement of any Work or the performance of any Services by Contractor, Contractor shall deliver to Haven certificate(s) of insurance, signed by an authorized insurance company representative, evidencing Contractor's compliance with this Exhibit C.
- 3.2. Except for Workers' Compensation Insurance and Professional Liability Insurance, each insurance policy of Contractor required hereunder shall name Haven and its Representatives as additional insureds for the Work, the Services, and all other obligations performed under or incidental to the Agreement.
- 3.3. Property Insurance and Builders' Risk Insurance policies shall name Haven as loss payee.
4. **FAILURE TO MAINTAIN.** Contractor understands and agrees that in the event that it or any of its Representatives fails to maintain any insurance required by this Exhibit C, then Haven may (but shall not be required to) obtain such insurance on behalf of Contractor or its Representatives and all premiums, deductibles, and other expenses incurred or payable by Haven in relation thereto shall be paid immediately by Contractor upon demand by Haven and/or Haven may set-off all such amounts pursuant to this agreement.
5. **AMENDMENTS AND MODIFICATIONS.** This Exhibit C may be modified at any time by Haven by delivering a Revised Exhibit to Contractor to its then-current e-mail address on file with Haven. Such Revised Exhibit shall be effective and binding upon Contractor and Haven after seven (7) calendar days of its delivery, unless such Revised Exhibit has a specifically-identified later effective date.



HAVEN

ENERGY MASTER  
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Exhibit D – Fees and Payments

CONTRACTOR INFORMATION			
Legal Name:	<input type="text"/>	State of Formation:	<input type="text"/>
Tax ID Number	<input type="text"/>	Principal Business Address:	<input type="text"/>
AGREEMENT INFORMATION			
Effective Date:	<input type="text"/>		

## 1. COMPENSATION

1.1 **Fees.** As compensation for Contractor's performance of the Services and provision of the Works (as defined below), Haven will pay to Contractor the fees specified in each applicable Work Order (the "**Fees**"). Contractor acknowledges and agrees that Haven shall pay 70% of the total Fee for any Statement of Work upon Haven's confirmation that products have been successfully installed. Haven shall pay the remaining 30% upon Haven's confirmation of completion of all Services (including the products having passed any required inspections, been commissioned and are operating per requirements). Haven will pay all undisputed invoices within seven (7) days after the date of Haven's receipt of invoice. Contractor will issue itemized invoices (specifying the work performed by task per jobsite) to Haven on a monthly basis or in accordance with the invoicing schedule set forth in the applicable Statement of Work. Haven may withhold payments due under invoices if more than [20%] of Contractor's projects under previous Statements of Work require additional work after Haven made payment in full.

1.2 **Deadline for Final Completion.** If a Project does not achieve Final Completion within (a) thirty (30) days after achieving Install Completion, or (b) ninety (90) days after acceptance of the Work Order by Contractor, then Contractor shall immediately pay and provide Reimbursement to Haven for the amount of the Advance previously paid to Contractor for such Project.

1.3 **Expenses.** All out of pocket expenses (including without limitation travel expenses) or third-party charges incurred by Contractor in its performance of the Services shall be borne by Contractor except that Haven shall provide to Contractor major hardware parts. Contractor agrees that it shall be responsible for all out-of-pocket expenses required to perform the Services and the Work, including (without limitation): procurement of BOS materials not supplied by Haven; costs and expenses incurred to obtain and maintain Licenses, Permits, and other Government Approvals; fees required to be paid to AHJs, Utilities, and the like.

1.4 **Disputed Amounts.** In the event that there is a dispute regarding any Contractor invoice, Haven agrees to notify Contractor in writing of the disputed amount within forty-five (45) days of the date of receipt by Haven of the invoice, specifically identify the reason for the dispute, and pay the undisputed amount while the amount that is in dispute is under negotiation. Haven will have no obligation to pay for Fees not invoiced.

1.5 **Taxes.** All invoices shall be inclusive of all applicable taxes, however designated and of whatever nature that are levied or imposed by reason of the transactions contemplated by this Agreement. Haven may withhold from its payments to Contractor any taxes required by law unless Contractor provides Haven with documentation sufficient to verify that Contractor is eligible for a reduced rate of withholding, in which case Haven shall withhold as such reduced rate.

## 2. FEE SCHEDULE.

2.1. **Rate Card.** For each Project and agreed upon rate card for major milestones will be established as listed below

Milestone / Work Order Type		Deliverables	Requirements	Standard Fee	
SS	Site Survey Complete	<ul style="list-style-type: none"><li>- Signed Work Order</li><li>- Site Survey Form</li></ul>	<ul style="list-style-type: none"><li>- Site Survey Complete</li><li>- Deliverables satisfactory to Haven</li></ul>	\$150	Per Job
IC	Install Complete	<ul style="list-style-type: none"><li>- Signed Work Order</li><li>- Site Photos</li><li>- As-Built CAD</li><li>- Bill of Materials</li><li>- Completion Certificate</li><li>- Job Close Out (JCO)</li></ul>	<ul style="list-style-type: none"><li>- System is completely Installed</li><li>- Satisfactory Commissioning Tests</li><li>- Satisfactory JCO Report</li><li>- Deliverables satisfactory to Haven</li><li>- No Default</li></ul>	\$225	Per Module
				\$2500	1st Battery
				\$500	Additional Battery
FIN	Final Inspection Notice (FIN) Complete	<ul style="list-style-type: none"><li>- FIN Documentation Received</li></ul>	<ul style="list-style-type: none"><li>Inspection Complete</li><li>Receipt of FIN</li><li>Deliverables satisfactory to Haven</li></ul>	Included	Per Job
UP	Upgrades	<ul style="list-style-type: none"><li>- Signed Work Order</li><li>- Site Photos</li><li>- As required by Work Order</li></ul>	<ul style="list-style-type: none"><li>Install of Upgrades</li><li>As required by Work Order</li><li>Deliverables satisfactory to Haven</li></ul>	Per mutual agreement depending upon work required.	
Upgrade Type		Price Adder			
Flat Roof		\$20 per module			
Tile Roof (concrete cement and not clay)		\$25 per module			
High Roof (3 or more stories)		\$15 per module			
Steep Roof (37 or more degrees)		\$25 per module			
Main Service Panel Upgrade		\$2,500 - \$4000 based on scope			
Structural Upgrades		Quote Required			

### 3. PAYMENT DETAILS.

- 3.1. **Fee Statement.** Haven will deliver to Contractor an itemized statement of the Fees paid for each Project, the deductions for items such as Reimbursements, Lost Inventory, Set-Offs, and Liquidated Damages, and any applicable taxes in relation therewith (each, a “**Fee Statement**”).
- 3.2. **Representations.** In providing any Invoice to Haven, Contractor represents and warrants that (i) the MSA is in

full force and effect; (ii) Contractor is not in breach of any obligation under the MSA; (iii) all representations and warranties in the MSA and related documents are true and correct in all respects; (iv) all Deliverables are complete and accurate; (v) all Requirements and Work have been completed as strictly required by this

Agreement; and (vi) to Contractor's knowledge, the Customer is not in breach of any of its obligations under the Customer Agreement.

- 3.3. Set-Off, Reimbursements, Liquidated Damages. Notwithstanding any of the forgoing, Haven may (in its sole and absolute discretion) set off, withhold, or otherwise deny payment against any and all unpaid amounts owed by Haven to Contractor for the following reasons:
- 3.3.1. *General Set-Off:* For costs, expenses, and other liabilities pursuant to the MSA;
  - 3.3.2. *Reimbursement of Fees:* For Contractor's failure to satisfy any Requirement, provide any Deliverable, or comply with any representation or warranty in the Agreement with respect to a Project, or failure to perform any Work required by this Agreement, then Contractor will be required to pay to Haven the entirety of any Fees paid to Contractor for such Project;
  - 3.3.3. *Lost Inventory:* The Inventory Amount of any lost, damaged, or unaccounted for equipment supplied by Haven to Contractor.
  - 3.3.4. *Termination LD:* If a Customer Agreement in relation to any Project is terminated or cancelled due to the misconduct of Contractor or any of its Representatives (including, without limitation, any Contractor Default), Contractor agrees to pay to Haven an amount equal to the sum of (i) 100% of all Fees paid to Contractor for such Project; and (ii) and five dollars (\$5.00) per watt for the applicable Project (collectively, the "**Termination LD**").
  - 3.3.5. *Safety LDs:* If Contractor or any of its Representatives receives a citation from the U.S. Occupation Safety and Health Administration ("**OSHA**") or other health or safety government agency, then Contractor agrees to fully indemnify, advance expenses, and hold harmless Haven and its Representatives. Notwithstanding the foregoing, Contractor agrees that in the event that Haven receives any citation, fine, charge, expense, or penalty from OSHA or any other government agency, then Contractor agrees to pay as a Liquidated Damage to Haven an amount equal to two hundred percent (200%) of the amount of such citation, fine, charge, expense, or penalty.
  - 3.3.6. *No-Show / Late LD:* In the event that Contractor fails to show or arrives materially late to a scheduled appointment with Haven, a Customer, and/or any Government Authority, then Contractor agrees that it will pay a one-time liquidated damage equal to \$[500] per failure.
  - 3.3.7. *Delay LD:* In the event that Contractor fails to meet the construction schedule set forth in the Applicable Work order by completing a Milestone by a specified deadline/date, and such failure was not due to a Force Majeure Event, then Contractor agrees a daily liquidated damage equal to \$[500] per calendar day until Contractor satisfies the Milestone.
- 3.4. Reasonableness of LDs and Reimbursements. The Parties hereby acknowledge and agree that the Termination LD is a fair and reasonable estimate of the actual damages that would be incurred by Haven under such circumstances and in no event do such liquidated damages constitute a penalty. These remedies shall be considered cumulative, and Haven shall be entitled to all other rights, remedies, and relief under this Agreement and Applicable Law.
- 3.5. Effect upon Termination: In the event of any termination of this Agreement, regardless of the reason therefor or the Party initiating such termination, subject to Haven's right to set-off in the Agreement, Contractor shall be entitled to receive payment for only those Projects and associated Work that meet the Requirements before the effect date of the termination.
4. **OWNERSHIP OF PROJECTS AND WORK.** At all times throughout the Term, in the first instance, Haven shall own all Equipment, Materials, Work, the Customer, the Customer Agreement, and the associated Project.
5. **AMENDMENTS AND MODIFICATIONS.** Pursuant to this Agreement, this Exhibit D may be modified at any time by Haven by delivering a Revised Exhibit to Contractor to its then-current e-mail address on file with Haven. Such Revised Exhibit shall be effective and binding upon Contractor and Haven after seven (7) calendar days of its delivery, unless such Revised Exhibit has a specifically-identified later effective date.

## HAVEN

# ENERGY MASTER SERVICES AGREEMENT

## Exhibit E – Approved Subcontractors and Equipment Supply Requirements

CONTRACTOR INFORMATION			
Legal Name:	[ ]	State of Formation:	[ ]
Tax ID Number	[ ]	Principal Business Address:	[ ]
AGREEMENT INFORMATION			
Effective Date:	[ ]		

### APPROVED SUBCONTRACTORS:

SUBCONTRACTOR INFORMATION						
Name	State of Formation	Tax ID Number	Principal Business Address	Licensing Information		
				State	Issuing Agency	Number
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

## 1. CONTRACTOR SUPPLIED EQUIPMENT.

### 1.1. Definitions.

1.1.1. “**BOS Components**” means all wires, conduit, cables, junction boxes, flashing, sealants, cable management, and other components that are not part of the Major Equipment.

1.1.2. “**Racking**” means racks, mounts, flashing, and other support structures of a System.

### 1.2. Condition of Equipment.

1.2.1. All Equipment relating to a Project must be (a) new, unused, and undamaged; and (b) comply with all standards, codes, and Applicable Law.

1.2.2. All Equipment must be free from all Liens.

1.2.3. All Equipment must (a) meet or exceed all Prudent Industry Practices; (b) comply with all respects with the requirements of all Government Authorities and utility interconnection requirements; and

(c) be fit for its intended purpose and with a reasonable expected life of no less than twenty-five (25) years for modules, (25) years for inverter(s), (10) years for storage.

1.2.4. Contractor must have clear and absolute title to all Equipment.

1.3. Warranties.

1.3.1. *Balance of System*: all materials must carry customary warranties consistent with Prudent Industry Practices.

- 1.3.2. *Transferability*: All warranties must be freely transferrable to the owner of the Project, including any subsequent assignee or transferee.
- 1.4. UL Certification. Contractor shall ensure that all Major Equipment meet Underwriters' Laboratory (UL) standards. Solar Panels and Racking must be mutually listed to UL 2703.
- 1.5. Balance of System Components.
  - 1.5.1. Contractor shall be responsible to procure all BOS Components.
  - 1.5.2. Contractor shall be required to purchase all BOS Components from reputable and reliable manufacturers with industry-standard warranties of the type and quality consistent with Prudent Industry Practices.
  - 1.5.3. All BOS Components must meet the specifications and requirements of this Agreement, the Customer Agreement, the CAD, the Permit, State and Local Codes, and all other Project Documents.

### 3. HAVEN SUPPLIED EQUIPMENT.

- 3.1. Bailment Haven will provide to Contractor certain items of equipment, including (without limitation): Solar Panels, Inverters, Racking, Batteries, and other component parts (collectively "***Inventory***"). All Inventory picked up or shipped to Contractor by or on behalf of Haven shall be received by Contractor on bailment. At all times, the Inventory shall remain the sole and exclusive personal property of Haven. Contractor shall have no right or interest in the Inventory and absolute title shall be retained by Haven.
- 3.2. Cost of Bailed Inventory. For any destroyed, damaged, or unusable bailed Inventory, Contractor will pay the Bailed Inventory Amount plus any other damages incurred by Haven in relation to such destroyed, damaged, or unusable Inventory (the "***Damaged Inventory Amount***"). Contractor acknowledges and agrees that Haven will deduct from the Contractor all the fees associated with the damaged inventory. This means the costs and expenses incurred by Haven in relation to or arising out of the procurement or disposal of the damaged Inventory, including (without limitation): costs of goods, transportation costs, delivery costs, tariffs, taxes, insurance costs, disposal costs, allocated overhead, and allocated general and administrative costs.
- 3.3. Inventory Processes.
  - 3.3.1. *Kitting*. In preparing the Inventory for use by Contractor, Haven may separate the Inventory for each Project in separate kits (each, a "***Kit***"). A Kit will be assembled based on the applicable Design and may only be used on the designated Project. At all times, Contractor shall keep and maintain each Kit as physically separate and distinct from any other Kit. Contractor will not use Inventory from one Kit to supplement another Kit or use any Inventory assigned to a Project on a different project.
  - 3.3.2. *Requesting Inventory*. For each Work Order, Contractor is required to request Inventory needed for each Project (each, a "***Inventory Request***") by submitting an Inventory Request to Haven's designated email address(es). The Inventory Request must be in form and substance satisfactory to Haven and be received by Haven at least fourteen (14) calendar days prior to the requested pick-up or delivery date. Haven may approve or deny an Inventory Request based on product availability, Contractor meeting or exceeding the Inventory Maximum, Contractor's status, or in the sole discretion of Haven.
  - 3.3.3. *Receiving Inventory*. Contractor is responsible for receiving, documenting, and appropriately accounting for materials provided by Haven under bailment both physically and electronically. If any discrepancy in inventory type or quantities is found upon receipt, Contractor shall work in good faith with Haven to correct any discrepancy physically or systematically.
  - 3.3.4. *Delivery*.
    - (a) *Pick-Up*: Should Contractor elect to pick-up Inventory from Haven or any of location of a Haven Representative, then Contractor agrees that it and all of its Representatives shall comply with all instructions and requirements of Haven and its Representatives in picking up any Inventory. Contractor shall ensure that it has adequate personnel and

transportation available at the applicable time and applicable location. Contractor acknowledges that neither Haven nor any of its Representatives shall be responsible for the loading of any vehicles, transportation of any Inventory from the Haven location, or any other related costs (collectively, "**Pick-Up Costs**"). To the extent that Haven incurs any Pick-Up Costs associated with the Inventory, including any manhours required by personnel of Haven or its Representatives, then Contractor shall immediately pay Haven for such Pick-Up Costs upon demand therefor and/or Haven may set-off any such Pick-Up Costs for any other payments due by Haven to the Contractor under this Agreement or otherwise.

- (b) *Returning Inventory*: Contractor will be required to promptly return to Haven at the locations and by the means specified by Haven upon the occurrence of (a) a Contractor Default; or (b) cancelation of a Work Order. Contractor will be required to pay any and all costs related to any Inventory not promptly returned to Haven as required hereunder.

#### 3.4. Contractor's Obligations.

- 3.4.1. *No Commingling*. Contractor shall keep and maintain all Inventory in a place and in a manner that is physically separate and apart from all other equipment, inventory, and goods owned by any other person. Contractor shall not commingle any of the Inventory with property owned by Contractor or any other person. To the extent any Inventory is identified for a specific Project, then such Inventory will be maintained separately and stored segregated from other Inventory or other inventory of Contractor.
- 3.4.2. *Safety and Security*. Contractor shall ensure that the Inventory be safely and secured stored such that it is protected from the elements, not susceptible to harsh environmental conditions, and secure from theft, vandalism, or other wrongful acts.
- 3.4.3. *Signage*. In close proximity to all Inventory, Contractor shall display signage with prominent lettering that (a) identifies the Inventory as being held on bailment by Contractor; and (b) plainly states that such Inventory is owned by Haven. To the extent applicable, such signage shall also list the applicable Project, Customer, and account number for Inventory identified for a specified Project.
- 3.4.4. *Liens*. Contractor shall ensure that the Inventory at all times shall remain free and clear of all Liens. Contractor shall not permit any contractor, landlord, warehouseman, or any other person or entity to place a Lien that in any way may affect or encumber the Inventory. Contractor agrees that it will indemnify, defend, advance expenses, and hold harmless Haven for any and all Liens. Contractor agrees that Haven may set-off and/or withhold any amounts due by Haven to Contractor under this MSA or otherwise in order to satisfy and abate any Lien affecting the Inventory.

#### 3.5. Warehouse Locations. Contractor shall be required to provide detailed locational information for all locations in which Inventory is stored (each, a "**Warehouse**").

- 3.5.1. *Approvals*. Before accepting delivery of any Inventory or relocating any Inventory already on bailment, Contractor shall first (a) provide written notice to Haven concerning the location of each Warehouse; and (b) allow Haven to physically inspect such Warehouse.
- 3.5.2. *Haven Review*. Each Warehouse must be satisfactory to Haven (in its sole and absolute discretion). Haven may, for any reason, deem a Warehouse to be unsatisfactory or unsuitable to store the Inventory. In such event, Contractor (i) will be required to store and/or relocate the Inventory to a different location acceptable to Haven; or (ii) may be denied to the right to receive any Inventory under this Agreement, as determined by Haven in its sole and absolute discretion.
- 3.5.3. *Haven Right of Entry*. At all times throughout the Term, Contractor hereby grants to Haven a right to enter into any and all Warehouses in order to inspect the Inventory, confirm Contractor's compliance with this Agreement, and (at the sole discretion of Haven) reclaim and repossess the Inventory. At any time, with or without notice to Contractor, Haven may enter into a Warehouse and reclaim possession of the Inventory.

#### 3.6. Reporting.

- 3.6.1. *Inventory Casualty Reporting.* In the event that any material portion of Inventory is damaged, destroyed, lost, or otherwise not fit for use, Contractor shall immediately notify Haven of such event and reasonably cooperate with all instructions from Haven Representatives.
- 3.6.2. *Inventory Defects.* Promptly after discovering or becoming aware of any Defect in any item of Inventory, Contractor shall notify Haven and set aside such Defective Inventory. If necessary or directed by Haven, Contractor must contact the manufacturer's customer support for troubleshooting. If Contractor is unable to resolve the Defect, then it must return the Defective Inventory to Haven within seven (7) calendar days. In returning any Defective Inventory, Contractor will provide such information as may be requested by Haven in relation to the Defective Inventory, including (without limitation): (a) documentation, pictures, or other evidence of the Inventory Defects; (b) the manufacturer's case number; and (c) all RMA paperwork and supporting documentation.
- 3.7. **RISK OF LOSS.** Contractor shall bear and be responsible for all risk of loss, damage, or destruction to the Inventory caused by any casualty or reason whatsoever, including, but not limited to fire, flood, windstorm or damage, or loss from theft, negligence or carelessness of Contractor, its employees, or any other person.
4. **INSURANCE.** As of the Effective Date and at all times throughout the Restricted Period, Contractor has and agrees it shall maintain and carry, at its own expense, in full force and effect property and casualty insurance required by Exhibit C.
5. **AMENDMENTS AND MODIFICATIONS.** Pursuant to this Agreement, this Exhibit E may be modified at any time by Haven by delivering a Revised Exhibit to Contractor to its then-current e-mail address on file with Haven. Such Revised Exhibit shall be effective and binding upon Contractor and Haven after seven (7) calendar days of its delivery, unless such Revised Exhibit has a specifically-identified later effective date

## HAVEN

ENERGY MASTER  
SERVICES  
AGREEMENT

## Exhibit F – Code of Conduct

At all times, Contractor and its Representatives must strictly comply with this Code of Conduct and Contractor agrees to train and ensure that all of its Representatives understand and strictly comply with this Code of Conduct. Haven reserves the right to amend, supplement, or in any way modify this Code of Conduct at any time in its sole and absolute discretion. Any violation of this Code of Conduct by Contractor or any of its Representatives shall constitute a Contractor Default.

1. **RECORDS RETENTION.** Contractor must maintain copies of all pertinent information relating to the Services, including any record of a Customer, for a period of not less than seven (7) years. Contractor must comply with all Applicable Laws concerning records and document retention.
2. **DATA AND CYBER SECURITY.** Contractor must protect, safeguard, and keep confidential all information concerning any customer, Haven, or any of Haven's employees, agents, or other service providers. Contractor must provide a copy to its applicable policies and consumer privacy policies. In the event of any data breach, Contractor must immediately notify Haven.
3. **TRAINING.** Contractor must train their employees, agents, and subcontractors on the content and requirements of the Agreement, this Code of Conduct, OEM Installation and Service requirements, and Applicable Law. As and when requested by Haven, Contractor must provide copies of training materials for review.
4. **ANTICORRUPTION.** Contractor must comply with all applicable anticorruption and antibribery laws such as the United States Foreign Corrupt Practices Act. Contractor must never pay or receive a bribe or receive or provide anything of value to any person (including government officials) in order to improperly influence such person.
5. **MARKETING GUIDELINES.** Contractor must not use Haven's name, logo, or any trademark without the express written permission of Haven's Marketing and Legal Departments. Any change to materials previously approved must be submitted to Haven for approval.
6. **SEIA BUSINESS CODE.** Contractor must comply with the Solar Energy Industries Association (SEIA) Business Code, available at <https://www.seia.org/initiatives/seia-solar-business-code>.

## 7. RESPECT PROPERTY.

- 7.1. Smoking, drugs, and/or alcohol use at any Haven location, Customer's Property, or nearby/adjacent to such locations is strictly prohibited. No Representative of Contractor will act in a manner that is negligent, fraudulent, and/or unprofessional misconduct.
- 7.2. The Property and whole Project shall be maintained in a safe and clean condition at all times. Construction debris must be removed promptly at the end of each day and at the end of the Work, the Project site shall be left as clean as it was at the beginning, if not cleaner.
- 7.3. Equipment will have all safety guards or mechanisms in place and will not be removed under any circumstance except for repair by authorized personnel. Modifying or tampering with equipment that deviates from manufacturer's owner's manual is prohibited.
- 7.4. The Customer's Property and personal belongings must be treated with respect. Contractor is responsible for any damage caused to Customer, its Property, or Havens's equipment or inventory, tools, and Property.

## 8. RESPECT PEOPLE.

- 8.1. Care should be taken in language used at all times. Contractor should assume that all communications are overheard by the Customer and recorded. Offensive or abusive language is not acceptable in any setting.
- 8.2. Proper safety equipment (PPE) and attire MUST be worn at all times while on the Project site. Shoe covers must be worn at all times when entering the interior of a Customer's Property.

- 8.3. All individuals must be treated with respect at all times. Unprofessional behavior, horseplay, uncivil conduct, or any behavior which reflects poorly upon construction professionals and/or Haven is not allowed.
- 8.4. Music must not be loud, be inappropriate, or disturb the Customer or neighbors in any way.
- 9. **AMENDMENTS AND MODIFICATIONS.** Pursuant to this Agreement, this Exhibit F may be modified at any time by Haven by delivering a Revised Exhibit to Contractor to its then-current e-mail address on file with Haven. Such Revised Exhibit shall be effective and binding upon Contractor and Haven after seven (7) calendar days of its delivery, unless such Revised Exhibit has a specifically-identified later effective date.



**HAVEN**  
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**SERVICES**  
**AGREEMENT**

**Exhibit G – Contractor Background Questionnaire**

No.	Requested Item	Received (Yes, No, or N/A)
<b>1.</b>	<b>Contractor Background</b>	
1.1.	Provide full name of your company and state of formation.	
1.2.	Provide primary owners, senior management, and org chart (or description of organization).	
1.3.	Provide description of your company and the services you anticipate providing to Haven.	
1.4.	Provide a copy of your good standing certificate from the state in which company is formed.	
1.5.	Provide a list of all states in which you operate.	
1.6.	Provide a list of your company's licenses and registrations.	
1.7.	Provide a W-9.	
1.8.	Provide a copy of your certificate of insurance that names Haven as an additional insured.	
1.9.	If available, please provide a copy of your audited financial statements (unaudited if not available).	
<b>2.</b>	<b>Employees</b>	
2.1.	Do you perform background checks on all of your employees? What are your procedures?	
2.2.	Describe your employee disciplinary procedures.	
2.3.	Provide a list of your employees' licenses and registrations.	
2.4.	Is your company affiliated with IBEW? If so, which Local(s) are you affiliated with?	
<b>3.</b>	<b>Subcontractors</b>	
3.1.	Will you provide any services to Haven through a subcontractor or person that is not employed by your company? If no, skip this Section 4.	
3.2.	If yes, describe in detail these services and third parties, and provide a list of the licenses and registrations of these third parties.	
<b>4.</b>	<b>Contractor's Policies</b>	
4.1.	Provide or describe your information security policies and consumer privacy policy.	
4.2.	Provide your licensing and registration policies applicable to the company and employees.	
4.3.	Provide or describe your telemarketing and do-not-call policies (if applicable).	
4.4.	Provide proof of adherence to prevailing wages	
<b>5.</b>	<b>Litigation and Regulatory</b>	
5.1.	Have you or any employee received: (a) a threat of or actual lawsuit; or (b) an inquiry, investigation, or action by a regulator that alleges violation of consumer protection laws or fraud? If yes, please describe.	
5.2.	Have you or any employee received an investigation or negative action with respect to any license or registration? If yes, please describe.	

5.3.	Have you had any material data breaches or leaks of consumer personal information?	
<b>7.</b>	<b>Information Technology</b>	
7.1.	Do you anticipate having access to Haven's systems and/or data? If yes, please describe.	
7.2.	If individual employees of yours will be given access to Haven's systems, what is your procedure to monitor their activity and reporting to Haven of any change in role or termination?	
7.3.	Please provide a copy of your data retention policies and describe your records retention process.	

# HAVEN

## ENERGY MASTER SERVICES AGREEMENT

### Exhibit H – Contractor Obligations

CONTRACTOR INFORMATION			
Legal Name:	<input type="text"/>	State of Formation:	<input type="text"/>
Tax ID Number	<input type="text"/>	Principal Business Address:	<input type="text"/>
AGREEMENT INFORMATION			
Effective Date:	<input type="text"/>		

Throughout the Term, Contractor agrees that it will strictly comply with all of the following obligations set forth in this Exhibit H (collectively, the “**Contractor Obligations**”). In addition, Contractor shall train and instruct its employees, agents, and Affiliates to strictly comply with all Contractor Obligations. Contractor acknowledges and agrees that it shall be liable for any of the acts or omissions of any employee, agent, or Affiliate in relation to or arising out this Agreement, the Services, and/or these Contractor Obligations.

1. **GENERAL OBLIGATIONS.** At all relevant times, Contractor shall:
  - 1.1. Understand, train all Representatives on, and comply with the Haven Code of Conduct; and
  - 1.2. Comply in all respects with Applicable Law;
  - 1.3. Comply in all respects with the terms and conditions of the Customer Agreement; and
  - 1.4. Be solely responsible to ensure that the Property and each location within the Property where Services will be performed is free from health and/or safety hazards to Contractor or any person perform work at the Property.
  - 1.5. Comply in all respects with the terms, conditions, and requirements of this MSA.
2. **AMENDMENTS AND MODIFICATIONS.** This Exhibit H may be modified at any time by Haven by delivering a Revised Exhibit to Contractor to its then-current contact address on file with Haven. Such Revised Exhibit shall be effective and binding upon Contractor and Haven after seven (7) calendar days of its delivery, unless such Revised Exhibit has a specifically-identified later effective date.

### 3. WORK ORDERS.

- 3.1. Contractor will not commence any Work with respect to a particular Project until it receives a Work Order from Haven. From time to time, Haven may issue a Work Order for one or more Projects by transmitting a Work Order to Contractor. A Work Order may be accepted by Contractor by replying with its acceptance via the same means by which the Word Order was transmitted by Haven.
- 3.2. Contractor understands and acknowledges that with respect to each Work Order, Haven is relying on Contractor’s representations that it can meet the tight timing requirements and response requirements set forth in this Agreement. Unless expressly stated in the Word Order, Contractor shall be required to respond within

two (2) Business Days. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH WORK ORDER.

- 3.3. If Contractor fails to respond in writing within two (2) Business Days to any Work Order, then Haven may (in its sole and absolute discretion):

3.3.1. Find an alternative contractor to perform the Work;

3.3.2. Terminate this Agreement; or

- 3.3.3. Seek any other remedy available to Haven under this Agreement or Applicable Law.
- 3.4. Upon demand thereof, Contractor shall be required to pay to Haven the amount of any costs, fees, penalties, or other damages incurred by Haven in connection with Contractor's failure to respond to a Work Order in a timely manner.
4. **INSTALLER SERVICES.** If applicable in the Work Order, Contractor agrees to strictly comply with and perform the following "***Installer Services***":
- 4.1. General.
- 4.1.1. Install the System and all Products for each Project;
- 4.1.2. Complete all electrical interconnection required for each Project; and
- 4.1.3. Perform all startup and commissioning tests for each Project.
- 4.2. Install Tools. Contractor shall be required to use and strictly adhere to the requirements of Haven's software tools and systems in relation to the scheduling, installation, commissioning, and other actions that may be required to perform the Installation Services in relation to any System or Project (collectively, the "***Install Tools***"). Contractor acknowledges and agrees that Haven may modify its Install Tools from time to time, including both functionality and design assumptions, without notice to Contractor. For the avoidance of doubt, Haven may (in its sole and absolute discretion) amend, modify, alter, or in any way change the look, feel, functionality, required steps, or Deliverables mandated in the Install Tools.
- 4.3. Deliverables. Contractor will be responsible to ensure that each of the following materials are accurately completed, signed by the appropriate individuals, and delivered to Haven by the means and methods instructed by Haven (collectively, the "***Deliverables***"):
- 4.3.1. Signed Work Order;
- 4.3.2. Site photos;
- 4.3.3. Bill of Materials;
- 4.3.4. HOA approval letter (if applicable);
- 4.3.5. Final Inspection Notice;
- 4.3.6. Completion Certificate and Job Close Out (JCO) documentation and photos.
- 4.4. Work Schedule. Unless stated in the Work Order, Contractor shall schedule the Work with the Customer. Contractor shall arrive at the time scheduled and complete the Work in strict compliance with the applicable time frames set by this Agreement, the Customer Agreement, and the applicable Work Order (the "***Work Schedule***"). From time to time, Haven may (in its sole and absolute discretion) modify the Work Schedule. In the event that Contractor fails to satisfy the deadlines set forth in the Work Schedule, then Contractor shall be responsible to pay to Haven the applicable Delay LDs (as such term is defined on Exhibit D). It is understood that work schedules could be delayed due to legitimate reasons such as weather, and in these cases the contractor will communicate these delays with Haven and the schedule adjusted accordingly.
- 4.5. Work. Contractor will act as an authorized installer for Haven. As an installer, Contractor will be required to perform all Work for a Project pursuant to the applicable Work Order, which may include some or all of the following (collectively, the "***Work***"):
- 4.5.1. *Personnel:* At all times when on-site at a Customer's Property, each crew of Contractor performing any Services must include (at a minimum):
- (a) Employees of Contractor that are qualified with appropriate certifications and Licenses as supervising, journeyman, or master electricians in the proper ratio as required by Applicable Law; and
- (b) An employee that can speak English fluently.

- 4.5.2. *Installation:* Contractor will be responsible, at its sole cost and expense, to undertake all installation requirements in strict adherence with the Requirements, the Specifications, and the SOP, including (without limitation):
- (a) Install the System and rest of the Project in strict adherence with the Install Standards and Specifications;
  - (b) All construction, install, and electrical related Work is performed by qualified and licensed personnel, appropriately supervised, and in compliance with all health and safety laws and standards;
  - (c) Complete installation of the System and Project such that it meets or exceeds all quality standards required by Haven;
  - (d) Ensure that the System passes the Commissioning Protocol to the satisfaction of Haven;
  - (e) Unless consented to in writing by Haven in a Change Order or otherwise, Contractor shall strictly comply with the Work Order and shall not deviate in any way from the design of the System or Products; and
  - (f) Ensure the System timely achieves Verified as Operational (VAO).
- 4.5.3. *Other:* To the extent required by the Customer Agreement, the Work Order, this Agreement, the Permit, Applicable Law, Prudent Industry Practices, or the SOP, or if reasonably requested by Haven, “Work” may also include all labor, materials, supplies, equipment, machinery, supervision, coordination, transportation, services, and all other things necessary for execution of and fulfillment of Contractor’s obligations under any Work Order and this Agreement. Work may refer to any or a combination of types of Work, including installation, field fix, warranty, repair, maintenance, warranty, service, etc.
- 4.6. Installation Commissioning Protocol. Upon structural and electrical completion of a System, Contractor shall perform the following tests and steps on the System (collectively, the “*Commissioning Protocol*”):
- 4.6.1. Inspect the System and Products to confirm that all Equipment, the Products, and other components have been installed properly to meet or exceed all Specifications and Requirements, including the SOP;
  - 4.6.2. Operate the System and Products such that energy is generated and verifiable via the performance meter and/or the monitoring portal (as applicable);
  - 4.6.3. Confirm provisioning, communication, and connectivity among the remote monitoring system, the performance meter, gateway, and Inverters.

## 5. GENERAL WORK.

- 5.1. Clean Up. At all times, Contractor will perform its Work to keep each jobsite clean, safe, and orderly condition free from debris. The jobsite and all surrounding areas will be cleaned up at the end of each day prior to Contractor leaving the jobsite for the day and at the completion of the Work. Upon completion of Work, Contractor will clean all surfaces, fixtures, equipment, etc., and remove all hazardous wastes and materials, temporary structures, debris, and waste incidental to the performance of the Work.
- 5.2. Quality. Contractor shall adhere to and strictly comply with Haven’s Quality Checklist and Job Close Out (JCO) requirements to the extent applicable to the Work. Contractor acknowledges that Haven will review, check, and audit some or all of the Work performed by Contractor hereunder. To the extent any defect is found by Haven, Contractor agrees that it shall immediately, at its sole cost and expense, repair, replace, and/or ameliorate the defect to the satisfaction of Haven. If Contractor is unable to meet or exceed the Quality Checklist or Job Close Out (JCO), then Haven may withhold any and all Fees that would otherwise be payable to Contractor by Haven hereunder.
- 5.3. Standard of Care. Contractor shall perform all Services:
- 5.3.1. To the highest degree of standard of care in keeping with Prudent Industry Practices throughout the United States;

- 5.3.2. In a good and workmanlike manner, continuously and diligently to completion, with sufficient labor and materials; and in strict compliance with:
- (a) The Specifications;
  - (b) The Requirements;
  - (c) Haven's policies and procedures;
  - (d) This Agreement;
  - (e) The Permit;
  - (f) The Customer Agreement; and
  - (g) Standards, Codes, and all Applicable Laws.

5.4. Title and Risk of Loss.

- 5.4.1. *Title*: Except as specified in any Work Order, all components of the Work shall remain the sole responsibility of Contractor until such time as the Work is accepted in writing by Haven. In connection with any invoice for Work and at the time paid by Haven, Contractor shall represent and warrant to Haven that it has good legal title to all Work and guarantees that title, when it passes to and vests with Haven, shall be free and clear of any and all Liens. Should Contractor breach this warranty, Contractor shall defend the title to the Work at its sole expense.
- 5.4.2. *Risk of Loss*: Until any Work is accepted in writing by Haven, Contractor shall be responsible for and bear the risk of loss of (i) any Work that is damaged, stolen, lost or destroyed (whether the Work was located on or off the property of a Customer at such time); and (ii) all tools or equipment provided by Haven; in each case unless such loss, damage, theft or destruction is caused by Haven.

6. **STANDARD OPERATING PROCEDURES.** Unless specified in the Work Order, Contractor shall perform the Services and the Work in strict compliance with the Original Equipment Manufacturer. Contractor acknowledges that it is certified through the Original Equipment Manufacturer, understands its requirements, and agrees to abide by all obligations therein. Contractor further acknowledges that Haven may update their SOP from time to time in its sole and absolute discretion. Contractor will be responsible to maintain access to the latest version of the SOP and OEM certification.
7. **WARRANTIES.** At all times throughout the Warranty Period, Contractor represents, warrants, and agrees to provide for the benefit of Haven, any of its financing partners and Affiliates, and the applicable Customer the Workmanship Warranty, the Roof Penetration Warranty, and the BOS Components Warranty, and the Equipment Warranty (if applicable), in each case as defined below (collectively, the "**Warranties**").
- 7.1. Workmanship Warranty. At all times throughout the Warranty Period, Contractor shall represent and warranty that: (a) all Work was performed in a good and workmanlike manner and in accordance with all Requirements and Specifications, including this Agreement, the Customer Agreement, the Permit, and Applicable Law; (b) all design and engineering Work was performed in accordance with professional standards and with the skill, expertise and diligence of design professionals regularly involved in power production projects; (c) all equipment incorporated into the System was of suitable grade of their respective kinds for their intended use and will be new; and (d) as of the Install Completion, (i) the System as installed and constructed complies with all Requirements and Specifications; (ii) the System will have satisfied all necessary performance, commissioning, and other tests required by Haven; and (iii) the System and Contractor's Work shall be free from material defects in design, construction, and workmanship.
- 7.2. Roof Penetration Warranty. For the Warranty Period, Contractor agrees that any and all Work and Services it performs under this Agreement in relation to the roof of a Customer shall ensure that such roof shall remain watertight and free from leaks at all times throughout the Warranty Period. Any and all roof penetrations made by Contractor shall be sealed, flashed, and made watertight.
- 7.3. BOS Components Warranty. For the Warranty Period, Contractor agrees that all BOS Components will be (a) free from defects in design, engineering, workmanship, or materials; (b) be rated resist rust and corrosion throughout the Warranty Period in compliance with the Requirements; and (c) suitable for its intended purpose.

- 7.4. Equipment Warranty. All other Equipment, Products, and other components procured by and installed by Contractor shall be (i) new and unused; (ii) in good condition and repair; (iii) strictly comply with the Customer Agreement, the Permit, and Applicable Law; (iv) meet or exceed all applicable code, standards, and prudent industry practices; (v) be sourced from manufactures that are financially sound and not insolvent; and (vi) fit for its intended purpose.
- 7.5. Warranty Support. At all times throughout the Warranty Period, at no additional cost to Haven or a Customer, upon the request of Haven, Contractor shall provide services to Haven for any and all repair, maintenance, replacement of equipment or components, or other services relating to or arising out of any of the Contractor Warranties.
- 7.6. Remedies for Breach of Warranty. In the event of any breach of any of the Warranties, Contractor shall (at its sole cost and expense) promptly and prudently correct the Work to comply with the Warranties to the reasonable satisfaction of Haven. All costs relating to such Warranty Work, including (without limitation) transportation, shipping, equipment removal, equipment repair, reinstallation, labor, repair of damaged customer property, customer compensation, and taxes shall be borne completely by Contractor.
- 7.6.1. For Emergencies, Contractor agrees to use best efforts to address and resolve the breach of the Warranty within one (1) Calendar Day. Priority 1 (P1) High Priority events are issues requiring immediate action and include (but are not limited to) defects that have or could cause a thermal event, electrical shock, or a mechanical failure that could cause serious injury (i.e. dislodged panel).
- 7.6.2. For non-Emergencies, Contractor shall address and resolve the breach of the Warranty within three (3) Business Days to seven (7) Business Days, depending upon the priority. Priority 2 (P2) Medium Priority events are important issues that should be addressed soon but may have workarounds or less severe consequences than a P1 event. These should be addressed within three (3) Business Days. Priority 3 (P3) Low Priority Minor events are issues that can be scheduled for later and should be addressed within seven (7) business days.
- 7.7. In the event Contractor fails to remedy the breach of Warranty to Haven's reasonable satisfaction within the one (1) to seven (7) Business Day period described above, then Haven may (in its sole and absolute discretion) elect to perform the necessary Warranty Work. Contractor shall immediately pay Haven upon demand the sum of the following: (i) all costs and expenses incurred by Haven, (ii) twenty-five percent (25%) for overhead, general, and administrative costs; (iii) twenty-five percent (25%) for Contractor's breach and failure to perform required Warranty Work; and (iv) any collection costs, fees, or other charges incurred by Haven.
- 7.8. Transferability. All Warranties shall be freely transferrable to any owner of the System or Products, without consent of or notice to Contractor.



HAVEN

# ENERGY MASTER SERVICES AGREEMENT

## Exhibit I – Restrictive Covenants

AGREEMENT INFORMATION		
Effective Date:	[REDACTED], 2025	Restricted Period: Term plus 24 months

1. **DEFINITIONS.** The following terms used herein shall have the following meanings:

- 1.1. “**Competitor**” means any person or entity that provides products and/or services that are substantially similar to or competitive with those offered or provided by Haven or any of its Affiliates at any time during the Restricted Period, including (without limitation) companies, persons, or entities in the business of selling (i) residential and commercial photovoltaic or solar thermal products or services; (ii) residential or commercial energy storage and battery products and services; (iii) energy management and home automation; collectively with any Affiliates, contractors, or dealers of any of the foregoing.
- 1.2. “**Confidential Information**” means any information that relates to either party that is not already a matter of public knowledge, including any trade secrets and know-how, that is marked “confidential” or a reasonable person would know is confidential from the circumstances of disclosure. Confidential Information may be disclosed to the other party, directly or indirectly, in writing, orally, or by inspection or observation of tangible items. Confidential Information does not include information that is or has become publicly known through no fault of the receiving party or its employees or agents, is received without restriction from a third party lawfully empowered to disclose such information, was rightfully in the possession of the receiving party without restriction prior to its receipt pursuant to this Agreement, and is independently developed by or on behalf of the receiving party. Each party agrees to hold all Confidential Information in confidence and use it only as needed to perform this Agreement. Each party agrees to protect the other party’s Confidential Information using the same degree of care to prevent the unauthorized, use, dissemination or publication of the Confidential Information as such party uses to protect its own confidential information but in no event less than a reasonable degree of care. A party may provide Confidential Information in response to a valid order of a court or other governmental body provided such party gives the other party prompt written notice of such required disclosure and an opportunity to seek a protective order or other legal remedy to prevent the disclosure and shall reasonably cooperate with the other party’s efforts to secure such a protective order or other legal remedy. The parties agree that any breach of this Agreement section is likely to cause substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, the non-breaching party shall have the right to specific performance and injunctive relief.
- 1.3. “**No Publicity**” means that the Contractor shall treat the terms and conditions of this Agreement as Confidential Information and shall not make any publication (including on Contractor’s website), presentation, public announcement or press release concerning the existence of this Agreement without first obtaining Haven’s prior written consent, which may be withheld at Haven’s sole discretion.
- 1.4. “**Disclosing Party**” means a Party or its Representative that sends (by any means) any Confidential Information to Receiving Party.
- 1.5. “**Receiving Party**” means that Party or its Representatives to whom any Confidential Information is sent by a Disclosing Party.
- 1.6. “**Restricted Period**” has the meaning set forth above.

2. **OWNERSHIP.** All works of authorship, designs, works, improvements, technology, developments, discoveries, and trade secrets conceived, made, or discovered by Contractor as a result of the Services performed hereunder, including any documentation, deliverables or results of Contractor's work product under this Agreement (collectively,

“Works”) will be the sole property of Haven. In addition, Works that constitute copyrightable subject matter will be considered “works made for hire”. To the extent that ownership of the Works does not by operation of law vest in Haven, Contractor will assign (or cause to be assigned) and does hereby assign fully to Haven all right, title, and interest in and to the Works, including all related intellectual property rights. Contractor will assist Haven and its designees in every proper way to secure Haven’s rights in the Works and related intellectual property rights.

### 3. CONFIDENTIALITY.

#### 3.1. Obligations of Receiving Party.

- 3.1.1. Each Receiving Party shall: (i) keep and safeguard all the Confidential Information as confidential; (ii) not disclose any Confidential Information in any manner whatsoever, except as required by applicable law pursuant to Section 3 below; and (iii) not use any Confidential Information for its own financial gain or benefit.
- 3.1.2. Notwithstanding the foregoing, a Receiving Party may reveal the Confidential Information to its Representatives (i) who are informed by Receiving Party of the confidential nature of the Confidential Information; and (ii) who agree to strictly abide by the terms of this Agreement or are under a duty of confidentiality to the Receiving Party no less strict than the terms of this Agreement.
- 3.1.3. Each Party shall cause its Representatives to observe the terms of this Agreement. Neither Party may remove any proprietary, copyright, confidential, trade secret or other legend from any of the other Party’s Confidential Information.

#### 3.2. Required Disclosures. In the event that a Receiving Party is requested or required by a court of competent jurisdiction (whether by interrogatory, request for information or documents, subpoena, deposition, court order, or other process) to disclose any Confidential Information (the “Required Disclosure”), Receiving Party shall, to the extent permitted by applicable law, provide prompt written notice to Disclosing Party concerning such Required Disclosure. If Receiving Party determines that such notice is permitted by law, Receiving Party shall cooperate with Disclosing Party in seeking an appropriate protective order. If the Required Disclosure is required by applicable law, then Receiving Party shall ensure that no additional Confidential Information than strictly necessary is disclosed in complying with any such request or requirement. In any event, Receiving Party will not oppose any action by Disclosing Party to obtain an appropriate protective order, injunction, or other reliable assurance that confidential treatment will be accorded the Confidential Information.

#### 3.3. Destruction or Erasure of Confidential Information. To the fullest extent permitted by applicable law, and to the extent reasonably practicable, Receiving Party agrees that it will, upon Disclosing Party’s written request:

- 3.3.1. Promptly destroy all copies of the written Confidential Information in Receiving Party’s possession and confirm such destruction to Disclosing Party in writing;
- 3.3.2. Take reasonable steps to delete, erase, and remove electronic Confidential Information in Receiving Party’s computer systems and confirm such deletion and removal to Disclosing Party in writing; and/or
- 3.3.3. Promptly deliver to Disclosing Party, at Receiving Party’s sole expense, all copies of the written Confidential Information in Receiving Party’s possession.

Receiving Party shall be permitted to retain copies of the Confidential Information to the extent required to comply with any law or court order to which Receiving Party is subject. Notwithstanding anything to the contrary contained herein, any Confidential Information, or copy or portion thereof, that is retained by a Receiving Party shall be maintained in accordance with the confidentiality obligations of this Agreement for so long as such Confidential Information is held.

- 4. **NON-DISPARAGEMENT.** Neither Party will make any statement (whether truthful or not) to another person or entity that could in any way adversely affect the reputation, brand, or image of the other Party.
- 5. **NO CONFLICT OF INTEREST.** At all times throughout the Term, Contractor shall not to accept work or enter into any agreement or accept any obligation that is inconsistent or incompatible with this Agreement or the scope of Services. Contractor represents and warrants that there is no other existing agreement or duty on Contractor’s part that is inconsistent with this Agreement.

## 6. NON-SOLICITATION.

- 6.1. **Contractor.** Without the prior written consent of Haven, at all times during the Term and for twelve (12) months thereafter, Contractor shall not, directly or indirectly, and shall not cause or permit any of its Representatives to, for any reason whatsoever: (a) solicit, sell, promote, upsell, cross-sell, or induce, or attempt to solicit, sell, promote, or induce any Customer to terminate, cancel, not renew a contract, or in any way cease to do business with Haven; (b) solicit, induce, or attempt to solicit or induce any employee of Haven to terminate their employment with Haven; (c) induce, solicit, or in any way cause any dealer, lead gen provider, or contractor that Contractor knows or has reason to know provides such services to Haven to terminate, cancel, or not renew (in whole or in part) its relationship with Haven; or (vi) any retail store owner or operator, home builder, or other channel partner to terminate, cancel, or not renew (in whole or in part) its relationship with Haven.
- 6.2. Unless consented to in writing by Contractor, at all times during the Term and for six (6) months thereafter, Haven will not: (a) solicit, induce, or attempt to solicit or induce any employee of Contractor to terminate their employment with Contractor; or (b) induce, solicit, or in any way cause any dealer, lead gen provider, or contractor that Haven knows or has reason to know provides such services to Contractor to terminate, cancel, or not renew its relationship with Contractor.
- 6.3. **General Postings.** General job postings or other forms of general solicitation shall not be considered solicitation or inducement for the purposes of this Agreement so long as such Party did not first learn of such individual, entity, or customer based on or arising from this Agreement, or the transactions contemplated thereby.
7. **REMEDIES.** Contractor hereby acknowledges and agrees that any action taken by Contractor or its Representatives in violation of these Restrictive Covenants set forth on this Exhibit I would result in substantial damages to Haven and/or its Representatives, and that such damages would be difficult to determine as a result of the direct and indirect harm to Haven, its Representatives, and their respective businesses. Contractor further acknowledges and agrees that any breach or violation of this Exhibit I by Contractor or any of its Representatives will result in irreparable harm to Haven, its Representatives, and their respective business interests and goodwill.
8. **NON-EXCLUSIVITY OF HAVEN.** Nothing in this Agreement shall restrict the right of Haven to engage, directly or indirectly, in the same activities as Contractor, whether for its own account or otherwise.
9. **SEVERABILITY.** Each of the Parties hereby expressly acknowledge and agree that all restrictive covenants set forth in this Exhibit I should be enforced to the maximum extent permitted by Applicable Law. In the event that any time period, scope, or term of any provision in this Exhibit I is declared by a court of competent jurisdiction to exceed the maximum time period, scope, or term that such court deems enforceable, then such court shall reduce the time period, scope, or term to the maximum time period, scope, or term permitted by Applicable Law.
10. **AMENDMENTS AND MODIFICATIONS.** This Exhibit I may be modified at any time by Haven by delivering a Revised Exhibit to Contractor to its then-current e-mail or other address on file with Haven. Such Revised Exhibit shall be effective and binding upon Contractor and Haven after seven (7) calendar days of its delivery, unless such Revised Exhibit has a specifically-identified later effective date.



HAVEN

ENERGY  
MASTER  
SERVICES  
AGREEMENT

Exhibit J – Form of Project Completion Certificate

CONTRACTOR INFORMATION			
Legal Name:	<input type="text"/>	State of Formation:	<input type="text"/>
Tax ID Number	<input type="text"/>	Principal Business Address:	<input type="text"/>
AGREEMENT INFORMATION			
Effective Date:	<input type="text"/>		

This PROJECT COMPLETION CERTIFICATE (this “*Completion Certificate*”), dated as of the date set forth above, is issued pursuant to the above-reference certain Master Services Agreement, dated as of the Effective Date, by and between Haven Energy and the undersigned Contractor. Any capitalized term used in this Certificate by not defined herein shall have the meaning ascribed to such term in the MSA. By executing this as of the date hereof, Contractor hereby represents, warrants, and certifies as follows:

1. All Customer Agreements, Project Documents, and other written instruments relating to the Projects are accurately completed and include true and proper signatures of the parties thereto;
2. All information provided by Contractor in relation to the Customers, Customer Agreements, and the Projects is true, correct, and complete in all respects and does not omit any statement or fact;
3. Neither Contractor nor any of its Representatives made any misstatement or misrepresentation to any Consumer (including any Customer) or made any promises to a Consumer in relation to the Services, the Customer Agreement, the Products, or the Projects that is not true, complete, and accurate in all respects;
4. All Services, Work, and other activities performed by Contractor or any of its Representatives in connection with the Customers complied in all respects with Applicable Law, this Agreement, and the Customer Agreements;
5. The Customers, the Customer Agreements, the Customer’s property, and the Projects are free and clear of any and all Liens;
6. There is no dispute or Claim, including any threat of a dispute or Claim, between Contractor and any Customer;
7. Contractor is not aware of any facts that would prevent the Customer from proceeding with the Customer Agreement;
8. Neither Contractor nor any of its Representatives have (a) entered into any agreement with a Customer other than the Customer Agreements; (b) accepted or received any cash, check, credit card, ACH, or other payment information for any Customer; and (c) entered into any contract or agreement (oral or written) pursuant to which Contractor has pledged or agreed to pledge, sell, exchange, transfer or dispose of, in any manner, any of Contractor’s right, title or interest to a Customer, a Customer Agreement, or any of the transactions contemplated thereby and hereby;
9. Contractor has and maintains in good standing all of the Licenses and any other government approvals or Permits as may be necessary to perform the Services;
10. All representations and warranties in the MSA are true and correct in all respects;
11. No breach, default, or event of default has occurred or is continuing under the MSA; and

12. Contractor has completed all Requirements, delivered to Haven all Deliverables, and met all conditions precedent contained in the MSA required to receive any Advance or Fee in relation to each Project.

CONTRACTOR: [ ]	
By:	
Name:	
Title:	
Date:	

## **Exhibit F**

Sample SGIP Agreement (Haven SGIP Prepaid ESA template (Solar + Battery)) \*

\*Contract will be used for Battery Only Services per this agreement. References to “Solar” are eliminated when contracts are filled out with customers.

# **SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT**

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the energy system (including financing and energy / power cost if applicable) is: \${{Quoted\_Price}}

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at [www.cslb.ca.gov](http://www.cslb.ca.gov) (search: “complaint form”), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor's place of business, you have a Three-Day or Five-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

### **Three-Day Right to Cancel/Five-Day Right to Cancel**

You, the buyer, have the right to cancel this contract within three business days (if You are age 65 or over, you have the right to cancel this contract within five business days). You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third or fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

Customer initial \_\_\_\_\_

**This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169**



HOME IMPROVEMENT  
ENERGY SERVICES  
AGREEMENT

**Address for notices and cancellations:**

Haven Energy Services Inc. (California Contractor License No. 1104018) 12100  
Wilshire Blvd. Los Angeles, CA 90025

Date signed: \_\_\_\_\_

## SYSTEM SPECIFICS

Effective Date \_\_\_\_{{today}}\_\_\_\_

Customer ("Customer" or "You" or "Your")	Premises ("Premises")	Haven ("Haven")	Advisor
{{customer_name}}	{{customer_address}}	Haven Energy Services Inc CSLB License # 1104018	{{salesperson_name}} {{salesperson_HIS}}

### Description of the Project (System) and Description of the Significant Materials to be Used and Equipment to be Installed

Description of the System (the "System")

{{Description of System at Premises}}

Description of the Significant Materials to be Used and Equipment to be Installed

{{PV\_KW}} kW Photovoltaic System and Energy Storage System

PV Modules                      {{No\_of\_modules}}

Inverter                        {{Inverter\_Type}}

Battery                        {{No\_of\_batteries}} {{Battery\_Type}}

System Adders                {{System\_Adders}}

## CONTRACT PRICE

The below prices are valid for 30 days.

Haven System Cost:	\${{Quoted_Price}}
Estimated Rebates and Incentives:	\${{SGIP_amount}}
Amount Due:	\$0
Approximate Start Date for Install:	{{Date}}

## KEY TERMS AND CONDITIONS

1. **Total System Cost; SGIP Program:** Customer is entering into a Home Improvement Energy Services Agreement with Haven (the “**Agreement**”). Customer acknowledges that the total value of the installed System and this Agreement is {{total system cost}}. However, because Haven expects to receive “**Incentives**” (as defined in Section 4 of the Detailed Terms and Conditions portion of this Agreement) under the California Self-Generation Incentive Program’s Residential Solar and Storage Equity Program (the “**SGIP Program**”), the total amount owed by the Customer is expected to be \$0. The difference between the total system cost and the total amount owed reflects the expected receipt of such Incentives by Haven and is conditioned on the qualification of the System for such Incentives and receipt of such Incentives by Haven. If the System does not qualify, or is not otherwise approved, for such SGIP Program, then Customer or Haven may cancel this Agreement with no fees or penalties.
2. **Rebates, Credits, and Incentives:** Customer acknowledges and agrees that by entering into this Agreement, any and all Incentives (including but not limited to state, local, federal, and utility credits, rebates, incentives, subsidies and other incentives) will be Haven’s to the extent arising out of the installation, ownership and operation of the System during the Term. Customer shall have no right to claim or receive any such Incentives during the Term. In exchange, the amount owed by Customer under this Agreement for the Services will be \$0. Customer acknowledges and agrees that the reduction to the contract price, including any rebates and incentives, will not be taxable to the Customer. Customer understands that no credit check is required for participation in this Agreement.
3. **System:** “**System**” is defined as the equipment described above in the section of this Agreement entitled “Description of the Significant Materials to be Used and Equipment to be Installed”, which may include a Home Battery System and/or a Solar Energy System. Customer understands that the System installed will include **[a total solar capacity of \_\_\_\_\_ kW and \_{{battery type}}]**. The Solar System will produce an estimated total of {{X,XXX}} kilowatt-hours (kWh) of electricity over the first 12 months of the Agreement, and an estimated total of {{X,XXX}} kilowatt-hours (kWh) of electricity over the course of the full Term.
4. **Term:** Unless earlier terminated pursuant to the terms of the Agreement, the “**Term**” shall mean the period beginning on the Effective Date and ending at midnight Pacific Time on the date that is ten (10) years following the date of receipt of all approvals and permits needed to operate the System (the “**Operation Date**”), including any approvals needed from Customer’s local utility (“**Utility**”).
5. **System Ownership, Access, Operation and Control:** Haven and Customer acknowledge and agree that during the Term:  
(a) Haven shall have full ownership and control of the System and the sole discretion to determine when or if energy generated by or stored in the System is delivered to the Premises, maintained within the System, or transferred to the energy grid and (b) Haven shall have access rights to the Premises as set forth in the Agreement and (c) the Customer may sell the Premises during the Term. Customer agrees that it shall make best efforts to facilitate the assignment and transfer of this Agreement to a New Homeowner (defined below) as provided in Detailed Terms and Conditions, Section 1.d.ii below. Customer and Haven hereby state their mutual intention that this Agreement is a service contract pursuant to Section 7701(e) of the Internal Revenue Code.
6. **Approximate Start Date:** Haven will install the System within a reasonable amount of time after Agreement is signed by both parties, but no later than twelve (12) months from the date of this Agreement. The Approximate Start Date is 60-120 days from the date of this Agreement. The System’s approval in the SGIP Program shall constitute substantial commencement under this Agreement (such date, the “**Start Date**”).
7. **Approximate Completion Date:** The approximate completion date is approximately 90-120 days after Start Date. This performance timeline is an estimate and may be adjusted as provided in this Agreement, including delays due to product availability, Incentive availability, or other unforeseen conditions.
8. **Rate Plan and Program Enrollment:** Customer understands that, in order to qualify for Incentives under the SGIP Program, Customer must switch to and maintain an eligible time-of-use rate plan and enroll in a demand response program. Customer authorizes Haven to make the necessary changes to Customer’s energy rate plan and to enroll Customer in any required demand response program.
9. **Cancellation Rights:** Either Haven or Customer may cancel this Agreement at any time prior to the shipment of materials to the Premises. Such shipment will be confirmed with Customer in writing.

### List of Documents to Be Incorporated into the Contract

1. Exhibit A-1: Haven Copy of Notice of Cancellation (Under Age 65).
2. Exhibit A-2: Customer Copy of Notice of Cancellation (Age 65 or Over).
3. Exhibit A-3: Haven Copy of Notice of Cancellation (Age 65 or Over).

4. Exhibit A-4: Customer Copy of Notice of Cancellation (Age 65 or Over).
5. Exhibit B: Limited Warranty.
6. Exhibit C: Change Order Form.

**You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor (Haven), before any work may be started. You, the buyer (Customer), may cancel this transaction at any time prior to midnight of the third business day (if you are less than 65 years old) or fifth business day (if you are 65 or older) after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.**

**Three-Day/Five-Day Right to Cancel**

**You, the buyer, have the right to cancel this contract within three business days (five business days if you are 65 years or older). You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor (Haven) at the contractor's (Haven's) place of business by midnight of the third (or fifth, as applicable) business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.**

**If you cancel, the contractor (Haven) must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor (Haven) at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's (Haven's) instructions on how to return the goods at the contractor's (Haven's) expense and risk. If you do make the goods available to the contractor (Haven) and the contractor (Haven) does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor (Haven), or if you agree to return the goods to the contractor (Haven) and fail to do so, then you remain liable for performance of all obligations under the contract.**

**IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE AND AGREE THE TERMS AND CONDITIONS OF THIS AGREEMENT:**

**Customer**

**Haven Energy Services Inc.**

Signed: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: Vinnie Campo  
Title: CEO  
Dated: \_\_\_\_\_

## DETAILED TERMS AND CONDITIONS

1. **Services.** Haven's services to Customer consist of Preparatory Services, Energy Services, and System Support Services each as described below (collectively, the "**Services**"). Customer acknowledges that Haven has the right to subcontract any portion of the Services. If Haven does subcontract a portion of the Services to another contractor or a subcontractor, Haven agrees to have such contractor or subcontractor be contractually obligated to Customer in the same or substantially the same manner as Haven is obligated to Customer under this Agreement and that such contractor or subcontractor shall have all rights against Customer as Haven has under this Agreement. The System is intended primarily to offset part or all of Customer's own electricity demand. All components in the System are new and unused, and have not previously been placed in service in any other location or for any other application. The solar energy system is located on the same premises of the end-use consumer where the consumer's own electricity demand is located. The System will be connected to the Utility's electrical distribution system within the state. The System has meters or other devices in place to monitor and measure the System's performance and the quantity of electricity generated by the System, if any. The System will be installed in conformance with the manufacturer's specifications and in compliance with all applicable electrical and building code standards.

a. **Preparatory Services.** Haven (or its subcontractors) will arrange for the design, permitting, and installation of the System at the Premises. Haven will provide Customer with a copy of the System design for approval before installation begins. Customer will have ten (10) days after receipt to approve or disapprove the design, such approval not to be unreasonably withheld. Any disapproval must be accompanied by a detailed explanation of the reasons for the disapproval and any requested changes to the design. Failure of Customer to respond within such ten (10) day period shall be deemed approval of the design. If the design modifications requested by Customer make it impractical to install and operate the System or otherwise would adversely impact the eligibility of the System under the SGIP Program, Grid Programs (as defined in Section 4 below) or any other Incentive program as determined in Haven's sole discretion, Haven may terminate this Agreement without liability. Following approval of the design, the parties will agree on a reasonable window for the installation to begin. Haven will make reasonable efforts to ensure completion of the installation as quickly as reasonably possible.

Haven will use commercially reasonable efforts to obtain the following, at its sole cost and expense (each an "**Approval**"): (i) any building permits required for the construction, installation and operation of the System and (ii) any approvals from the electric Utility necessary in order to interconnect the System to the Utility's electric distribution system. Haven will activate the System promptly following the Operation Date, it being understood that the amount of

time it will take to get all needed Approvals is not within Haven's control. Starting on the Operation Date and ending on the dates set forth in the limited warranty attached as Exhibit B to this Agreement (the "**Limited Warranty**"), Customer will have the benefit of the Limited Warranty with respect to the System maintenance and workmanship.

Unless specifically provided in the "System Specifics" portion of this Agreement or in Exhibit D to this Agreement (the "Change Order Form"), the following items are excluded from this Agreement as they are not included in Haven's standard installation: Main panel service upgrades or main breaker de-rates, trenching, whole-house backup for energy storage systems, concealed conduit in walls or attics, soft start controls for pumps and compressor, backup generator integration, special solar mounting conditions other than composite shingle integration and electric vehicle outlet installation.

b. **Energy Services.** Haven shall use the System at the Premises to perform the following services to Customer during the Term:

i. **Backup Power.** The Battery System is designed to provide backup power if a power outage occurs during which Customer cannot draw electricity from the grid. The Battery System can only power circuits that Customer has selected and that Haven has approved and connected to the Battery System. Such eligible circuits must be 120/240V single phase and connected such that they may be powered by the Solar Energy System (if applicable) during an outage. The Battery System might not power Customer's entire home during a power outage and depending on energy consumption and solar energy production Customer may have limited energy and duration of operations for the Battery System. Haven recommends at least twenty percent (20%) of the Battery System's capacity remain available for backup power and during an outage the Solar Energy System (if applicable) will recharge the battery during the day while also providing energy to the Premises. Haven will follow prudent industry practices applicable in the State where the Premises are located applicable to the System ("**Prudent Industry Practices**") to ensure the Battery System is available to provide backup power as described; provided, however, Haven cannot guarantee the Battery System will perform in every outage or provide backup power for an entire given outage.

**In addition, if Customer is powering medical equipment using the Battery System, Customer should also provide a secondary power source to the medical equipment and take additional measures should there be an outage and the Battery System is not operational.** Customer is responsible to manage the Premises' energy consumption and conserve wherever possible during an outage to prolong the use of the Battery System for backup energy.

ii. **Time-Of-Use Management.** If Customer is on a time-of-use rate schedule or otherwise required by Paragraph 6 of the Key Terms and Conditions of this Agreement to change to a time-of-use rate, Haven will follow Prudent Industry Practices when operating the Home Battery System to lower any energy charges by discharging energy from the Home Battery System during peak price periods. Notwithstanding the foregoing, Haven does not in any way guarantee savings on any Utility bill, guarantee any specified level of performance from Haven's time-of-use management, or guarantee that the Utility will not change its rates in a manner that might reduce or eliminate saving on any Utility bill.

c. **System Support Services.** Subject to the terms and conditions of this Agreement, Haven shall monitor, operate and maintain the System, including providing problem diagnosis, on-site repair and preventative maintenance, in each case in a good and workmanlike manner and in accordance with applicable law and Prudent Industry Practices. The System shall comply with all applicable rules, regulation, and local building codes. Haven may suspend delivery of electricity from the System for the purpose of maintaining and repairing the System; provided that Haven shall use commercially reasonable efforts to minimize any interruption in service to the Customer. Scheduled and unscheduled maintenance and repairs shall be undertaken at Haven's sole cost and expense, except that Customer shall reimburse Haven for the reasonable cost of any repairs or maintenance resulting from damage caused by Customer.

d. **Term; Termination.** This Agreement is effective on the Effective Date and shall continue through the end of the Term.

Haven's obligations to perform the Services are contingent on the System being approved for the SGIP Program. If the System is not approved, then Customer or Haven may cancel the contract with no fees or penalties.

Both parties will have the right to terminate this Agreement, without penalty or fee, if Haven determines after the engineering site audit of the Premises that Haven has misestimated the System's total cost. Such termination right will expire at the earlier of (i) one (1) week before Customer's scheduled System installation date and (ii) one (1) month after Haven informs Customer in writing of the revised cost. Any changes to the System will be documented in a written amendment to this Agreement signed by both Customer and Haven. Customer authorizes Haven to make corrections to the utility and incentive paperwork to conform to this

Agreement or any amendments to this Agreement.

i. **Removal of System upon Termination or Expiration.** Upon the expiration or earlier termination of this Agreement, Haven shall, at its expense (unless expressly provided otherwise in this Agreement), remove all of the tangible property

comprising the System from the Premises. Excluding ordinary wear and tear, the Premises shall be returned to its condition prior to the installation of the System. Notwithstanding the foregoing, in the event of an early termination as a result of an Excusable Termination (as defined below), Customer may propose in writing, in lieu of the termination of this Agreement and removal of the System, the relocation of the System to a new premises, at Customer's cost. Customer shall provide such written proposal at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that Customer wants to make this relocation. If Haven, in its sole discretion, accepts such proposal, the parties shall seek to negotiate in good faith an agreement for the relocation of the System and its operations at the new premises. If the parties are unable to reach an agreement on the relocation of the System within sixty (60) days after the date of receipt of Customer's proposal, this Agreement will terminate and Haven will have the right to remove the System.

- ii. **Sale of Premise.** If Customer intends to sell or transfer the Premises to a third party ("New Homeowner") during the Term, Customer may assign this Agreement to the New Homeowner; provided, that (i) such New Homeowner meets Haven's then current qualification criteria, if any, prior to the applicable sale date of the Premises, (ii) the Customer notifies Haven in writing no later than thirty (30) days prior to the intended sale date of the Premises (or, if thirty (30) days prior to the intended sale date is not possible, as soon as is reasonably practicable) that it wishes to assign and transfer this Agreement, and (iii) the Customer enters into (and causes the New Homeowner to enter into) a transfer agreement on the applicable sale date under which the New Homeowner agrees to perform all of the remaining obligations of the Customer under this Agreement, whether contingent or otherwise, and which transfer agreement will be provided by Haven (or will otherwise be in form and substance acceptable to Haven). Customer shall cooperate in good faith to facilitate the assignment and transfer this Agreement

condemnation of the Premises; or any other event or circumstances which arise to no fault of the Customer and result in Customer being unable to continue to host the System or accept the electricity delivered by the System (other than a breach of this Agreement by Haven or economic circumstances specific to the Customer or otherwise).

- iii. **Option to Purchase.** At the end of the Term, Customer may purchase the System from Haven for a purchase price equal to the Fair Market Value of

**"Excusable Termination"** shall mean exercise of the right of the Customer to terminate this Agreement upon the substantial destruction or

the System. Customer shall notify Haven of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days before the end of the Term.

Fair Market Value. The “Fair Market Value” of the System shall be determined by mutual agreement of the parties.

Haven shall transfer good title of the System to Customer upon Haven’s receipt of the purchase price and execution by the parties of a written instrument or agreement to effect such transfer. The System will be sold “as is, where is, with all faults”, except with respect to the Limited Warranty set forth in Exhibit B to this Agreement. Haven will assign to Customer any manufacturer’s warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Haven otherwise disclaims all warranties of any kind, express or implied, concerning the System (other than as to title and the Limited Warranty).

Upon sale of the System, Customer shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any Haven obligations that expressly survive termination hereunder, Haven will have no further liabilities or obligations hereunder for the System.

**2. Delay.** Haven shall not be responsible for any delay or expenses due to any unanticipated cause outside of Haven’s reasonable control, including, but not limited to, changes to materials availability, unanticipated, unusual, or unforeseen site conditions (including roof condition and structure, subsurface conditions, underground or aboveground water, gas or severed pipes, electrical or cable lines or transformers, or any other physical hindrance to the installation of the System), or inclement weather. If Haven discovers unanticipated causes or unforeseen conditions requiring additional costs or time to complete the agreement Haven shall present such costs and additional time estimates to Customer.

### **3. Access Rights; Ownership of the System; Customer Obligations.**

**a. Access Rights.** Customer hereby grants to Haven and to Haven’s agents, employees, and contractors a

non-exclusive right of access (“**Access**”) to install, interconnect, test, inspect, operate, maintain, repair, replace and/or remove the System, and any appurtenances thereto, or otherwise perform or enforce Haven’s obligations and rights set forth in this Agreement, including that are reasonably required for the operation of the System in accordance with the Agreement and delivery of electricity to the applicable utility providing standard electric service to the Premises. The term of Access shall continue and survive early termination or expiration of this Agreement until the date that is ninety (90) days following such early termination or expiration.

**b. Ownership of the System; Fixture, UCC and other Filings.** Throughout the Term, Haven shall be the legal and beneficial owner of the System and the Incentives, and the System and Incentives will remain the property of Haven. The Customer agrees to not take any action or allow any omission that could have the effect of impairing the value of the System or the Incentives. The Customer shall immediately notify Haven upon becoming aware of the occurrence or possibility of such impairment. The Customer further agrees that Haven may file a personal property UCC-1 financing statement with the secretary of state and record a fixture filing in the official real estate records of the county in which the Premises are located and, to the extent permitted by applicable law, any other filing, in each case to confirm Haven's interests in the System and Incentives and preserve its rights thereto. These filings do not result in a lien or encumbrance against the Premises (please see Section 5, however, for mechanics lien warning) but rather are precautionary filings in respect to the System. Haven will explain the filings to any subsequent purchasers of the Premises, as reasonably requested, including reasonable requests from lenders or title companies.

Haven does not prohibit the sale, conveyance, or refinancing of the Premises in accordance with this Agreement. In the event any portions of the System are determined to attach to or be deemed a part of, or fixture to, the Premises and not personal property as defined under Article 9 of the Uniform Commercial Code, Haven shall have full rights of removal of the Systems.

#### NOTICE OF INDEPENDENT ENERGY PRODUCER

CONTRACT. The Customer acknowledges and agrees that Haven may be required to record a "Notice of an Independent Solar Energy Producer Contract" in the real estate records, pursuant to California Public Utilities Code § 2869.

**c. Customer Obligations.** Customer shall have the following obligations with respect to Haven's rights and obligations under this Agreement:

**i.** Customer shall cooperate with Haven's reasonable requests to assist Haven in obtaining Approvals, including participating in discussions with the Customer's association, if applicable, or signing any required documents

**ii.** An adult at least 18 years old must be present to authorize and approve all work. The installation service may be denied if any representative (including contractor) of Haven arrives for an appointment and no adult is present or such representative does not have appropriate access or cooperation from persons at the Premises.

**Iii.** Haven will need (a) access to the Premises, including Customer's residence or place of business, as applicable and (b) prompt cooperation with any of Haven's questions or requests.

**iv.** Customer is responsible for clearing the work area and ensuring a safe working environment prior to installation. Customer shall provide reasonably sufficient space for the temporary storage and staging of tools, materials and equipment during the installation of the System.

**v.** The installation may not be performed if minimum system requirements are not met, technical issues are encountered (such as unsafe existing wiring or wiring not to code, or physical or technical barriers outside of what is normal for installations of this type), or any other circumstance are unusual or extensive, as determined by Haven.

**vi.** Haven is not responsible for and bears no liability for the malfunctioning of existing electrical equipment at the site, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

**vii.** Customer shall maintain the physical security of the Premises and the System in a reasonable and prudent manner given the value of the System. Customer shall, at Customer's sole cost and expense: (a) maintain the Premises in good condition and repair, ensuring that no trees, plants, or other vegetation interfere with or cause damage to the System, (b) prevent shading from buildings or other structures that could impact the System's operation, (c) safeguard the System from potential damage caused by external factors, (d) periodically inspect the Home Battery System and/or Solar Energy System, (e) perform any regular maintenance of the System not covered by the Limited Warranty, and (f) ensure that solar panels are cleaned as needed to maintain adequate energy production and optimal performance.

**viii.** Customer shall, to the extent within its reasonable control, (i) ensure that the Premises and System always remain connected to the local utility grid and (ii) not permit cessation of electric service to the Premises or System from the local utility, including as a result of non-payment of bills from the electric utility unless directed to do so by Haven, or in response to an emergency situation. Customer is fully responsible for, and shall properly maintain in full working order and good repair, the electrical infrastructure and equipment of the Premises other than the System. Customer is responsible for compliance with all warranty requirements relating to the System, and agrees not to tamper with the System and to permit only Haven or one of Haven's certified installers to work on the System.

**ix.** Customer shall not permit the removal, relocation, alteration or repair of or tampering with the System without the written permission of Haven. Customer shall not permit the System to be abused or damaged and shall not permit the nameplate identifying the System as the property of Haven to be defaced or removed. Costs for repairs or replacements that are the result of abuse or damage to the

System are not covered by this Agreement. Customer shall be liable for all such repairs or replacements. Customer and Haven shall promptly notify each other of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

**x.** Customer shall maintain functional Internet connectivity with Wi-Fi capabilities for the duration of this Agreement and, if needed, provide Haven access to internet connections and Wi-Fi equipment. If internet connectivity is lost, the System will not work and warranty coverage could be lost.

**xi.** Customer shall notify Haven within twenty-four (24) hours following the discovery of any emergency condition affecting, material malfunction in, or damage to, the System or its operation.

#### **4. Other Rights and Obligations of the Parties.**

**a. System Data.** Customer acknowledges that the System collects, produces, and delivers to Haven certain data, information, and content (collectively "**System Data**") through the operation of the System, including information about how much energy Customer uses, how much energy the System generates, and how much energy is stored in the Battery System. Haven retains all right, title and interest in all System Data. Haven may use the System Data to (i) fulfill its obligations under this Agreement, including disclosure to Customer's electric utility or to any Grid Program or Incentive program, or (ii) in any other way it elects provided that any such use of the System Data disclosed to any person other than Customer shall be anonymized in a manner such that it is not possible to link that data to Customer. Customer acknowledges that the System will provide Haven with certain operational and performance data ("**Performance Data**"). Notwithstanding the foregoing, Haven may disclose System Data or Performance Data to the extent required by the Utility or by law. Customer acknowledges that it will take the required actions to grant control and monitoring of the System, including authenticating access via the app and website provided by the battery manufacturer, to Haven at all times. Haven's access to the System must be maintained throughout the Term, which may also require additional or re-authentication. If Customer does not take the necessary actions, the Services may be suspended until access is restored.

**b. Tax and Incentives.** Each of Haven and Customer agree that Haven is the tax owner of the System. Customer shall not make any filing or statements inconsistent with Haven's ownership interests in the Incentives. If any Incentives are paid or delivered directly to Customer, Customer shall immediately pay or deliver such items or amounts to Haven. For sake of clarity, Haven will be responsible for payment of any deposit required to

secure Incentives and if any such deposit is refunded to  
Customer

rather than to Haven, Customer will immediately pay or deliver such refunded amounts to Haven.

**“Governmental Authority”** means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority having jurisdiction or effective control over a party.

**“Incentives”** means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the System, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits (including depreciation deductions) under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the System (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the System, including Environmental Attributes.

**“Environmental Attributes”** means, with respect to installation of the System, any and all presently existing or created in the future credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the operation of the System and its displacement of conventional energy generation.

**Grid Programs.** The System can provide certain services to the electric grid, designed to help maintain reliable delivery of electricity across the electrical grid, by reducing the strain placed on the electrical grid during periods of high electricity demand (**“Grid Program”**). In some cases, incentives or revenues may be available for participation in a Grid Program (**“Grid Revenue”**). Customer authorizes Haven to enroll the System to participate in any Grid Program which may from time to time become available. Haven shall have the ability to continuously utilize the System at its sole discretion for the Term. Haven as the system owner is entitled to

any Grid Revenue from a Grid Program.

c. **Insurance.** Haven carries commercial general liability insurance written by Lloyds of London. Customer may call 818-351-5777 to check Haven’s insurance coverage. Haven carries workers’ compensation insurance for all employees.

d. **Appointment as Agent.** Customer hereby appoints Haven, or another party designated by Haven, to act on Customer’s behalf as its sole and exclusive agent and provider for participation in Incentive programs and Grid Programs (**“Programs Agent”**). Customer hereby authorizes the Programs Agent to act on its behalf and to enroll,

register, or otherwise cause the participation of the System in any Incentives and Grid Programs.

**e. Further Assurances.** Programs Agent shall execute such documents relating to enrollment and participation in Incentives and Grid Programs as Haven has reviewed and determined reasonable, in its sole discretion, and will work collaboratively with Customer to process required documents and agreement. Customer agrees to fully and promptly cooperate with the Programs Agent in these efforts, including promptly taking any actions and providing all necessary documentation, data, access, authorizations, and any other information required by such programs or by the Programs Agent.

## 5. MECHANICS LIEN WARNING.

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your System. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can

protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your System. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who

has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

RELEASE OF MECHANICS' LIENS. Upon satisfactory payment being made for any portion of the Work performed, Haven, before any further payment being made, shall furnish to the person contracting for the home improvement, a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made. .

## 6. CALIFORNIA SOLAR CONSUMER PROTECTION GUIDE.

If solar is included in this contract, you must review and sign the California Solar Consumer Protection Guide located at [www.cpuc.ca.gov/solarguide](http://www.cpuc.ca.gov/solarguide) before signing this Agreement.

## 7. Default, Remedies and Damages.

a. **Default.** Any party that fails to perform the following responsibilities shall be deemed a "Defaulting Party", the other party is the "Non-Defaulting Party" and each of the following is a "Default Event": (i) failure of a party to perform any material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within thirty (30) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed ninety (90) days; (ii) Customer shall be a Defaulting Party (A) for its failure to comply with Section 1.d.ii. and/or (B) if one or more borrowers default under any loan or security agreement, deed or mortgage, partially or fully secured by the Premises or

any part thereof. A party shall be in default of this Agreement for any representation or warranty given by that party under this Agreement that was incorrect in any material respect when made and is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

b. **Remedies.** Subject to the terms below:

i. Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting

Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) business days prior written notice to the Defaulting Party following the expiration of applicable notice and cure periods. Notwithstanding anything in the foregoing to the contrary, if foreclosure proceedings are filed involving the Premises, the Customer shall be a Defaulting Party and such filing shall be deemed to be a Default Event. In such case, the Agreement shall automatically terminate; provided, however, that Haven's remedies hereunder in respect to such Default Event shall survive such termination and Haven may exercise any of such remedies hereunder in respect to such Default Event.

ii. Nothing in this Section shall limit either party's right to collect damages upon the occurrence of a breach or a default by the other party that does not become a Default Event.

**c. Obligations Following Termination.**

Following a termination in accordance with this Section, Haven shall, at the sole cost and expense of the Defaulting Party, remove the System in compliance with Section 1.

**8. Note About Extra Work and Change Orders.**

Extra Work and Change Orders become part of the Agreement once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the Schedule of Progress Payments.

Customer may not require Haven to perform extra or change-order work without providing written authorization before commencement of work covered by the new change order. Extra work or a change order is not enforceable against Customer unless the change order also identifies all of the following in writing before the commencement of work covered by the new change order: (1) the scope of work encompassed by the order; (2) the amount to be added or subtracted from the contract; and (3) the effect the order will make in the progress payments or the completion date.

**9. Customer Representations and Warranties.**

Customer represents and warrants to Haven as follows: (a) Customer has title to the Premises and has the full right, power and authority to authorize installation and operation of the System at the Premises, (b) such installation and operation does not and will not violate any law or other governmental restriction applicable to Customer or the Premises and is not inconsistent with and will not result in a breach or default under any lease or other agreement by which Customer is bound or that affects the Premises, and

(c) all information provided by Customer to Haven, as it pertains to the Premises, the improvements on which the

System is to be installed, and Customer's planned use of the Premises and improvements is accurate to the best of Customer's knowledge.

## 10. LIMITATIONS ON LIABILITY.

a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS DO NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FRAUD, OR ANY OTHER LIABILITY WHICH IS NOT CAPABLE OF BEING EXCLUDED BY LAW.

Haven's aggregate liability under this Agreement shall in no event exceed \$1,000. The provisions of this Section 10(a) will apply whether such liability arises in contract, tort, strict liability or otherwise. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of each party shall be limited to the fullest extent permitted by law.

b. CUSTOMER UNDERSTANDS THAT THE SYSTEM IS WARRANTIED UNDER THE TERMS OF THE LIMITED WARRANTY (a copy of which is attached as Exhibit B to this Agreement) , AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION UNLESS OTHERWISE REQUIRED BY CALIFORNIA OR FEDERAL LAW. UPON THE TRANSFER OF THE SYSTEM TO CUSTOMER IN ACCORDANCE WITH THE TERMS HEREOF AND THE RECEIPT OF ANY REQUIRED PAYMENTS (IF ANY), ALL WARRANTIES THAT ARE

PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN THE SYSTEM WILL BE TRANSFERRED DIRECTLY TO YOU.

c. If either party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that party will be excused from performing such obligations for the duration of the time that such party remains affected by the Force Majeure Event; provided, that such party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The party affected by the Force Majeure Event shall notify the

other party as soon as reasonably practical after the affected party becomes aware that it is or will be affected by a Force Majeure Event. Haven shall not be responsible for any delay or expenses due to any unanticipated cause outside of Haven's control, including, but not limited to, changes to materials availability, unanticipated, unusual, or unforeseen site conditions (including roof condition and structure, subsurface conditions, underground or aboveground water, gas or severed pipes, electrical or cable lines or transformers, or any other physical hindrance to the installation of the System), or inclement weather or any other Force Majeure Events. If Haven discovers unanticipated causes or unforeseen conditions requiring additional costs or time to complete the agreement Haven shall present such costs and additional time estimates to Customer. Customer shall be responsible for any delay damages Haven incurs except for damages that result from a mutually agreed delay.

**“Force Majeure Event”** means any event or circumstance beyond the reasonable control of and without the fault or negligence of a party, including, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; pandemic; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; the binding order of any Governmental Authority; the failure to act on the part of any Governmental Authority (including, without limitation delays in permitting not caused by actions or omissions of the party seeking such permit); unavailability of electricity from the utility grid; and failure or unavailability of equipment, supplies or products outside of a party's control or due to a Force Majeure Event.

#### **11. Information about the Contractors' State License Board (CSLB).**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about

the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

- Visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov)
- Call CSLB at 800-321-CSLB (2752)
- Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

agrees to reimburse Haven for all monies previously disbursed by it

## 12. Assignment.

. Haven may, without the prior written consent of Customer, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to any third party.

**13. Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the delivery date if sent by overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Customer agrees that Haven may call or text Customer at the phone number(s) provided by Customer (including any mobile number) to inform Customer about status, scheduling, service requirements, and other matters relating to the operation of the System. Calls may be live or pre-recorded and calls or texts may be made via automated dialing system. Voice and data rates may apply and are the responsibility of Customer.

## 14. Dispute Resolution – Arbitration.

**a.** Any dispute arising from or relating to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by arbitration before a single arbitrator. The arbitration shall be administered by JAMS in accordance with its Construction Arbitration Rules and Procedures (“**JAMS Rules**”), and judgment on any award rendered in such arbitration may be entered in any court of competent jurisdiction. Where negligence is determined to have been joint, contributory or concurrent, each party shall bear the proportionate cost of any related liability.

**b.** Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, however Haven will reimburse those fees (but not any attorney's fees) for claims totaling less than \$10,000 unless the arbitrator determines the Customer's claims are frivolous. If the arbitrator finds that either the substance of the Customer's claim or the relief sought in the Customer's demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the JAMS Rules. In such case, Customer

that are otherwise Customer's obligation to pay under the JAMS Rules. Customer may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where Customer lives or at another mutually agreed upon location.

c. The parties shall maintain the confidential nature of the arbitration proceedings and any award resulting from the arbitration, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

d. EACH PARTY AGREES THAT IT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN SUCH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THIS MEANS THAT NEITHER PARTY MAY PURPORT TO ACT ON BEHALF OF A CLASS OR ANY OTHER PERSON.

The arbitrator may not award relief for or against anyone who is not a party to the arbitration proceedings. Further, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If a court determines that public injunctive relief may not be waived and all appeals from that decision have been exhausted, then the parties agree that any claim for public injunctive relief shall be stayed pending arbitration of the remaining claims. If this specific paragraph is found to be unenforceable, then the entirety of this dispute resolution provision (except for the jury trial waiver) shall be null and void.

e. BY AGREEING TO ARBITRATION, EACH PARTY UNDERSTANDS AND AGREES THAT IT IS WAIVING ITS RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE DISPUTES. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY, LESS DISCOVERY, AND LIMITED APPELLATE REVIEW. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD.

f. NOTWITHSTANDING ANY OF THE FOREGOING, ANY DISPUTE THAT FALLS WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT SHALL BE

BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS. IN ADDITION, NOTHING IN THIS ARBITRATION PROVISION SHALL PRECLUDE THE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

g. This dispute resolution provision shall survive any expiration, termination or cancellation of this Agreement.

**15. Entire Agreement; Severability.** This Agreement contains the entire understanding of Customer and Haven with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to that subject matter.

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or provision in its entirety, to the extent necessary, shall be severed from this Agreement. The balance of this Agreement shall continue to be enforceable in accordance with its terms.

**NOTICE TO CUSTOMER: Under Section 7159(c)(6) of the California Business and Professions Code, please be advised that Customer has the right to require the contractor to have a performance and payment bond.**

**Customer**

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**Haven Energy Services, Inc.**

Name: Vinnie Campo

Signed: *Vinnie Campo*

Title: CEO

Dated:

**EXHIBIT A-1 (CONTRACTOR (HAVEN)  
COPY) NOTICE OF CANCELLATION**

**STATUTORILY-REQUIRED LANGUAGE – UNDER AGE 65**

Date of Transaction: [SIGNATURE\_DATE]

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by seller (Haven) of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to seller (Haven) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of Haven regarding the return shipment of the goods at seller's (Haven's) expense and risk.

If you do make the goods available to seller (Haven) and seller (Haven) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to seller (Haven), or if you agree to return the goods to seller (Haven) and fail to do so, then you remain liable to Haven for the fair market value of the goods.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Haven Energy Services, Inc., 801 Barton Springs Rd.  
Austin, TX 78704, attn. Customer Support not later than midnight of \_\_\_\_\_.

(DATE)

I HEREBY CANCEL THIS TRANSACTION.

Date: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_

**EXHIBIT A-2 (CUSTOMER COPY)**  
**NOTICE OF CANCELLATION**

**STATUTORILY-REQUIRED LANGUAGE – UNDER AGE 65**

Date of Transaction: [SIGNATURE\_DATE]

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by seller (Haven) of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to seller (Haven) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of Haven regarding the return shipment of the goods at seller's (Haven's) expense and risk.

If you do make the goods available to seller (Haven) and seller (Haven) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to seller (Haven), or if you agree to return the goods to seller (Haven) and fail to do so, then you remain liable to Haven for the fair market value of the goods.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Haven Energy Services, Inc., 801 Barton Springs Rd.  
Austin, Texas 78704, attn. Customer Support not later than midnight of \_\_\_\_\_.

(DATE)

I HEREBY CANCEL THIS TRANSACTION.

Date: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_

**EXHIBIT A-3 (CONTRACTOR (HAVEN) COPY)**

**NOTICE OF CANCELLATION  
STATUTORILY-REQUIRED LANGUAGE –AGE 65 OR OVER**

Date of Transaction: [SIGNATURE\_DATE]

You may cancel this transaction, without any penalty or obligation, within five business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by seller (Haven) of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to seller (Haven) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of Haven regarding the return shipment of the goods at seller's (Haven's) expense and risk.

If you do make the goods available to seller (Haven) and seller (Haven) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to seller (Haven), or if you agree to return the goods to seller (Haven) and fail to do so, then you remain liable to Haven for the fair market value of the goods.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Haven Energy Services, Inc., 801 Barton Springs Rd, Austin, TX 78704, attn. Customer Support not later than midnight of \_\_\_\_\_.

(DATE)

I HEREBY CANCEL THIS TRANSACTION.

Date: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_

**EXHIBIT A-4 (CUSTOMER COPY)**  
**NOTICE OF CANCELLATION**  
**STATUTORILY-REQUIRED LANGUAGE –AGE 65 OR OVER**

Date of Transaction: [SIGNATURE\_DATE]

You may cancel this transaction, without any penalty or obligation, within five business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by seller (Haven) of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to seller (Haven) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of Haven regarding the return shipment of the goods at seller's (Haven's) expense and risk.

If you do make the goods available to seller (Haven) and seller (Haven) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to seller (Haven), or if you agree to return the goods to seller (Haven) and fail to do so, then you remain liable to Haven for the fair market value of the goods.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Haven Energy Services, Inc., 801 Barton Springs Rd, Austin, TX 78704 attn. Customer Support not later than midnight of \_\_\_\_\_.

(DATE)

I HEREBY CANCEL THIS TRANSACTION.

Date: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_

## EXHIBIT B

### LIMITED WARRANTY

**Non-Transferability.** This warranty shall accrue only to the benefit of the Customer named in the Agreement. It is not transferable to any other person, except with the prior written consent of Haven.

Pursuant to the following terms, conditions, limitations, and exclusions:

1. Haven provides a ten (10) year workmanship warranty (“**Workmanship Warranty Period**”), commencing on the day the System is fully installed, pursuant to which Haven will, at Haven’s discretion and cost, repair or replace any defects in workmanship that are not otherwise covered by the manufacturer’s warranty. Upon expiration of the Workmanship Warranty Period, Haven shall have no further obligation to make repairs at Haven’s expense and Customer shall not make any further demand or claim against Haven concerning Haven’s workmanship.
2. Haven provides a twenty (20) year warranty (“**Solar Installation Warranty Period**”), commencing on the day the Solar Energy System is fully installed, against more than a ten percent (10%) degradation in electrical generation output of the Solar Energy System if such degradation is caused by Haven’s faulty installation or maintenance of the Solar Energy System. Upon expiration of the Solar Installation Warranty Period, Haven shall have no further obligation to make repairs at Haven’s expense and Customer shall not make any further demand or claim against Haven concerning any degradation of the electrical generation output of the Solar Energy System caused by Haven’s faulty installation or maintenance.
3. Haven further warrants that, at year twenty (20) (“**Solar Output Warranty Period**”), all solar energy equipment for electricity generation (including PV modules, inverters, tracking mechanisms) will not degrade more than 15% from its respective, originally-rated electrical output. Upon expiration of the Solar Output Warranty Period, Haven shall have no further obligation to make repairs at Haven’s expense and Customer shall not make any further demand or claim against Haven concerning the electrical generation output of the Solar Energy System.
4. Haven further warrants that, at year ten (10) (“**Battery Capacity Warranty Period**”), the Home Battery System will retain at least sixty percent (60%) of its rated energy capacity as of its beginning of life. This warranty is backstopped by the manufacturer warranties listed below:

Battery Make & Model	Warrantied Duration / Throughput to 60% Capacity	Allowable Depth of Discharge (DOD)
Tesla Powerwall 3	10 years	100%
Enphase 5P	15 years / 30 MWh	100%

Lunar ESS 20	12.5 years / 75 MWh AC	100%
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Lunar ESS 15	12.5 years / 56.25 MWh	100%
Franklin aPower	12 years / 43 MWh	100%
Franklin aPower2	15 years / 60 MWh	100%

Upon expiration of the Battery Capacity Warranty Period, Haven shall have no further obligation to make repairs at Haven's expense and Customer shall not make any further demand or claim against Haven concerning the energy capacity of the Home Battery System.

5. In the event the installation of the Solar Energy System involves roof penetrations, Haven warrants against water damage resulting from those penetrations. This roof penetration warranty shall remain in effect for the longer of (A) ten (10) years following the completion of the Solar Energy System installation, or (B) the duration of any existing roof installation warranty or home builder performance standard applicable to Customer's roof ("**Water Damage Warranty Period**"). This roof warranty does not extend to the pre-existing condition of the roof itself, but solely addresses water damage arising from the rooftop penetrations made by Haven during the Solar Energy System installation. Upon expiration of the Water Damage Warranty Period, Haven shall have no further obligation to make repairs at Haven's expense and Customer shall not make any further demand or claim against Haven concerning water damage resulting from roof penetrations.

#### **Warranty Exclusions:**

Haven does not provide any warranty to Customer for any component of the System. Any manufacturer's warranty is in addition to, not in lieu of, the limited warranties described above.

Haven's warranty does not apply to defects and/or failures caused by:

- Unauthorized maintenance, operation or modification, regardless of whether such is willful misconduct or negligence;
- Inspection, repair, relocation and/or modification except as performed by Haven or Haven's authorized agent;
- Natural forces, act of God, force majeure events and other unforeseen circumstances or causes beyond Haven's reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, floods, tsunami, lightning, or snow damage;
- Ordinary wear and tear; or
- Rat, insect, or other animal or living creature of any kind.

**Notification by Customer:** Customer must immediately notify Haven by emailing [support@havenenergy.com](mailto:support@havenenergy.com) and/or calling the following customer support number: 310-402-0881. Any damage caused as a result of a delay in advising Haven shall not be covered by this Limited Warranty.

**No Other Warranties:**

NO OTHER EXPRESS WARRANTY IS GIVEN BY HAVEN TO CUSTOMER. THE CORRECTION OF THE INSTALLATION OF THE SYSTEM IS THE SOLE AND EXCLUSIVE REMEDY.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THIS LIMITED WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

THIS LIMITED WARRANTY IS SEPARATE AND APART FROM ANY WARRANTY THAT MAY BE ISSUED TO CUSTOMER BY THE SYSTEM MANUFACTURER. HAVEN EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY TO CUSTOMER IN CONNECTION WITH OR ATTRIBUTABLE TO THE COMPONENTS OF THE SYSTEM AND THE APPLICABLE MANUFACTURERS' WARRANTY.

**Incidental or Consequential Damages:**

UNDER NO CIRCUMSTANCES SHALL HAVEN BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF SAVINGS, EXPENSES OR DAMAGES INCURRED AS A RESULT OF NONPERFORMANCE OF THE SYSTEM OR DAMAGE TO OR LOSS OF USE OF THE PREMISES OR ITS CONTENTS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF AGREEMENT OR UNDER ANY OTHER THEORY OF LAW.

Some states do not allow limitations on how long an implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Change Order Form

Haven	Haven Energy Services Inc., California Contractor License No. 1104018 6115 Back Bay Lane, Austin TX 78739 Austin, TX 78739
Home Improvement Salesperson	[NAME] [REGISTRATION NUMBER]
Customer	[First name] [Last name] [Address] [City], [State] [Zip]

Customer and Haven agree that this Change Order is incorporated into the Energy Services Home Improvement Agreement dated [CONTRACT\_SIGN\_DATE] and (“Agreement”) between Haven and the Customer and is changed as described below.

**Description of the Project (System) and Description of the Significant Materials to be Used and Equipment to be Installed.**

Energy Storage System  
Home Battery System: [Battery Type] [Quantity] [#]  
    kWh energy storage capacity  
[#] kWh energy storage capacity

Change description [Describe  
changes If Added]

System Adders, Promotions and Program Incentives (If Applicable) [Describe  
Adders If Selected]

**The revised Agreement Price including change orders and extra work is: \$ [ ]**

**This change order/extra work reduces (negative number) or adds (positive number) to following amount to the contract total: \$[ ]**

**Contract Price**

## NEW SCHEDULE OF PROGRESS PAYMENTS.

Payment	Timing	Scope	Amount
<b>Down Payment</b> THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS			
Down Payment	Due at contract signing:		\$ 0.00
Payment 1	Due upon commencement of construction and materials delivery:	[INSERT DESCRIPTION]	\$ [60% of contract change]
Payment 2	Due upon building department inspection approval:	[INSERT DESCRIPTION]	\$ [40% of contract change]

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

[INSERT] constitutes substantial commencement of work under this Change Order.

**Approximate Start Date.** [INSERT]

**Approximate Completion Date.**  
[INSERT]

Completion date of Services as a result of this Change Order, is adjusted to:

**Note about Extra Work and Change Orders**

Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties before commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. **You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.**

Signatures for Change Order:

**HAVEN ENERGY SERVICES INC.**

Signature: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

**CUSTOMER(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



PUBLIC HEARING NOTICE  
CLEAN ENERGY ALLIANCE

The Board of Directors of Clean Energy Alliance will conduct a public hearing to consider adopting a resolution adding new Clean Energy Alliance rates for its Battery Bonus Program, effective May 30, 2025. As proposed, the new rates will allow customers to receive battery retrofits for existing solar systems. The proposed rates are fixed rates from \$50-\$115 per battery per month based on a variety of factors including installation complexity, installer costs and customer preference. Rates are available on Clean Energy Alliance's website at [TheCleanEnergyAlliance.org/billing-rates/](https://TheCleanEnergyAlliance.org/billing-rates/).

DATE OF HEARING:	Thursday, May 29, 2025
TIME OF HEARING:	2:00 p.m. or as soon thereafter as the matter may be heard
PLACE OF HEARING:	City of Oceanside City Hall 300 N Coast Highway Oceanside, CA 92054

All interested persons are invited to attend the meeting and comment on adopting a Resolution Adding Rates for Clean Energy Alliance's Battery Bonus Program. Members of the public unable to attend the public hearing may submit their comments and recommendations in writing to Clean Energy Alliance, via email to [clerk@thecleanenergyalliance.org](mailto:clerk@thecleanenergyalliance.org), which must be received no later than 12 p.m. on Thursday, May 29, 2025 to ensure consideration by the Board.

Kaylin McCauley  
Kaylin McCauley  
Board Clerk

Dated: May 13, 2025

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Published: Friday, May 16, 2025  
Friday, May 23, 2025

San Diego Union Tribune

Posted: Friday, May 16, 2025

City of Oceanside, City Hall

## Staff Report

**DATE:** May 29, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 7:** Receive Regulatory Update from Keyes & Fox

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**RECOMMENDATION:**

Receive the Regulatory Update from Keyes & Fox.

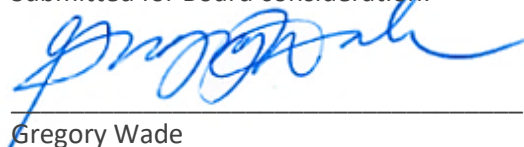
**BACKGROUND AND DISCUSSION:**

Clean Energy Alliance contracts with Keyes and Fox for Regulatory Advocacy related activities. Each month Keyes and Fox provides an update to the CEA Board on key items of interest.

**FISCAL IMPACT:**

There is no fiscal impact from this action.

Submitted for Board consideration:



Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Keyes & Fox Regulatory Report

## Clean Energy Alliance

### Regulatory Monitoring Report

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To: Clean Energy Alliance (CEA) Board of Directors

From: Tim Lindl, Partner, Keyes & Fox LLP  
Jacob Schlesinger, Partner, Keyes & Fox LLP  
Jason Hoyle, Director of Research, EQ Research, LLC

Subject: Monthly Regulatory Memo

Date: May 19, 2025

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Keyes & Fox LLP and EQ Research LLC are pleased to provide CEA's Board of Directors with this informational memo describing recent developments in key California regulatory and compliance-related updates from the California Public Utilities Commission (CPUC). Additional information is available in CEA's [Digest of Regulatory Updates](#).

#### RPS Rulemaking ([R.24-01-017](#))

- On April 17, the Assigned Commissioner issued a [Ruling](#) (ACR) on the content and schedule for 2025 RPS Procurement Plans. The required 2025 RPS Plan format includes “significant revisions” in the form of clarifications to RPS Plan requirements and reorganization of some RPS Plan sections, and there is a new RPS Database System for submission of the spreadsheet templates.
- This year's RPS Plans will be the first submitted for the new Compliance Period 5. The requirements in this compliance period are 47% in 2025, 49.2% in 2026, and 52% in 2027. Starting in this compliance period, 65% of RPS resources must be procured from long-term contracts of 10 or more years.
- Draft RPS Plans are due **June 30**, comments on Draft RPS Plans are due July 28 and reply comments are due August 11, Motions to update Draft RPS Plans are due August 11, and a Proposed Decision is expected in Q4 2024. Final RPS Plans will be due 30 days after a Final Decision is issued.

#### IRP Rulemaking ([R.20-05-003](#))

- On April 29, the CPUC issued a [Proposed Decision](#) that would grant, with modifications, the Long Duration Energy Storage Council's Petition for Modification of D.21-06-035 regarding long-duration energy storage (LDES) procurement requirements. This matter may be heard as early as the **June 12** Commission meeting.
- The Proposed Decision clarifies that D.21-06-035's reference to “maximum capacity” is clear that LDES resources that are derated to a lower capacity to discharge over a longer period do not satisfy the LDES procurement requirements because the LDES procurement requires resources that discharge at their maximum capacity over the 8-hour period. The Commission will not grandfather or give legacy status to any existing contracts that involve derated four-hour batteries for the purpose of counting these resources to meet LDES requirements in D.21-06-035 or this decision, even if the Commission approved the reasonableness of an LDES resource contract in a resolution.
- As a reminder, the next Integrated Resource Plan (IRP) filing will be due later in 2025, likely November 1. IRPs are typically due every two years, but the 2024 cycle was delayed. While formal guidance has yet to be issued, the process and timeline are expected to be similar to recent IRP cycles.

#### Customer-Generated Renewables for Priority Communities Rulemaking ([R.25-01-005](#))

- On May 1, the Assigned Commissioner issued a [Scoping Memo and Ruling](#) in the Rulemaking on Customer-Generated Renewables for Priority Communities which includes modifications to the Solar on Multifamily Affordable Housing (SOMAH) program, modifications to the Disadvantaged Communities Single-Family Affordable Solar Homes (DAC-SASH) program, and modifications to and establish programmatic procedural oversight of Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) tariffs.

- Track 1 of this proceeding will consider modifications to the SOMAH, DAC-SASH program, and RES-BCT tariffs, and Track 2 will address the Small Multi-Jurisdictional Utilities' customer solar programs (excluding SOMAH) and customer generation tariffs. A final decision on modifications to the SOMAH program is scheduled for late 2025 and consideration of the remainder of Track 1 issues is scheduled to begin in early 2026.

### Self-Generation Incentive Program ([R.20-05-012](#))

- On April 28, the ALJ issued a [Ruling](#) describing the process for the close-out of the Self-Generation Incentive Program (SGIP) and requesting comments. The program was established in 2001, and since 2020 has been increasingly focused on equity and resilience in response to public safety power shutoffs (PSPS).
- Starting on January 1, 2026, the SGIP program administrators are to begin providing repayment of all unallocated funds to reduce ratepayer costs. Ratepayer-funded SGIP applications will be considered to have their funds "allocated" to them once their reservation requests forms are confirmed or reserved by a program administrator. The Commission anticipates an initial return of unallocated funds to ratepayers after December 31, 2025 followed by subsequent periodic returns from interest accrual and canceled projects. The SGIP will close to new applications later this year on a date determined to be early enough to allow the funds to be allocated to applicants by December 31, 2025.
- On May 15, CEA submitted [AL 12-E](#) requesting the Commission add the PeakSmart Savers Program, a demand response program, to the list of SGIP-qualified programs. Protests are due June 4, and the advice letter requested an effective date of June 14.

### SDG&E 2026 ERRa Forecast ([A.25-05-012](#))

- On May 15, SDG&E submitted its 2026 ERRa Forecast [Application](#) requesting approval of a 2026 revenue requirement of \$270.5 million, which is an increase of \$148.2 million, or 121.2%. For CCA customers, SDG&E's system average delivery plus PCIA rates will increase 1.4 cents per kWh, or 8.0%. As usual, the forecast will be updated in an October filing.
- A typical CCA non-CARE residential customer using 400 kWh per month on Schedule TOU-DR1, PCIA Vintage 2021 could see a monthly bill increase of 12.2%, or \$10 (from \$86 to \$96). A typical CCA CARE residential customer using 400 kWh month on Schedule TOU-DR1, PCIA Vintage 2021 could see a monthly bill increase of 18.0%, or \$8 (from \$46 to \$55).

### SDG&E 2022 ERRa Compliance ([A.23-06-002](#))

- On May 9, the ALJ filed a [Proposed Decision](#) approving SDG&E's 2022 ERRa activities and costs. This matter may be heard as early as the **June 12** Commission meeting. Comments are due by **May 29** and reply comments are due by **June 3**.
- The ALJ also found that proposed modifications to SDG&E's Bundled Procurement Plan, which determines how much excess Resource Adequacy (RA) may be retained or sold during RA solicitations, are outside the scope of this proceeding. As with similar recent findings in other IOUs' ERRa compliance proceedings, these modifications are better addressed under the IRP proceeding or under R.25-02-005, which updates and modified ERRa and PCIA policies and processes.

### PCIA/ERRa OIR ([R.25-02-005](#))

- This proceeding will update and reform Energy Resource Recovery Account (ERRa) and Power Charge Indifference Adjustment (PCIA) policies and processes. The expedited Track 1 will revise the resource adequacy (RA) market-price benchmark (MPB) calculation methodology with a proposed decision in May 2025 in time for the revised methodology to be used in the October 2025 MPBs. Opening briefs were filed on April 21 and reply briefs were filed on April 30. A proposed decision is expected in late May 2025.

## Staff Report

**DATE:** May 29, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Andy Stern, Chief Financial Officer

**ITEM 8:** Review Proposed Clean Energy Alliance Fiscal Year 2025/2026 Budget and Schedule Budget Adoption for June 26, 2025

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### **RECOMMENDATION:**

Review proposed Clean Energy Alliance (CEA) Fiscal Year (FY) 2025/2026 Budget, provide direction on any additions/changes and schedule Budget Adoption for June 26, 2025.

### **BACKGROUND AND DISCUSSION:**

The proposed FY 2025/2026 Budget ("Proposed Budget," detail below) reflects projected power supply costs based on current forward price curves and existing contracts, regulatory compliance requirements, staffing requirements pending new hires, and professional and legal services required to support operations.

The following key assumptions were used to develop the Proposed Budget:

- Revenue based on current adopted rates and projected energy usage
- Power supply costs based on actual executed contracts and recent forward price curves
- Reasonable power supply cost contingency based on historical volatility
- Consulting services based on approved contracts

### **Fiscal Year 2024/2025 Year End Estimates**

As part of developing the FY 2025/2026 Proposed Budget, staff has made projections for the current FY 2024/2025 ending net results. Please note that there are still several areas that have some likely positive upside that would improve the final Change in Net Position results to come closer to, or better, than the budgeted level.

### **Reserves/Liquidity**

CEA's current Financial Reserve Policy calls for CEA to contribute 5% of annual revenues to reserves with a target to reach 25% on a cumulative basis. Currently, CEA is well below the cumulative target. The current Proposed Budget achieves 9.4% toward the reserve target for the FY2025/2026 fiscal year. More broadly, the current 5-year outlook achieves the cumulative 25% target by the end of FY2028.

An adequate level of reserves and liquidity is necessary to manage the business risks and volatility that are part of the energy markets and maintaining large energy portfolios. Adequate liquidity is also necessary for a CCA to better withstand unexpected events, such as outages and commodity price volatility, as well as economic downturns. The rating agencies that monitor CCAs would use Liquidity (measured as Days Liquidity

on Hand or DLOH) to evaluate the ability for CEA to meet its long-term and ongoing obligations. Although not an exact metric, rating agencies will look for CEA to maintain a level of 150-200 DLOH for an investment grade credit rating. Based on the Proposed Budget, CEA will achieve these levels in the middle of calendar year 2027.

## Clean Energy Alliance

### FY 2024/2025 Year End Estimates compared to Approved Budget

	YTD Actuals through 3/31/2025	Forecast through 6/30/2025	Budget FY2024-2025	Variance Fav/(Unf)
Total Operating Revenues	\$273,668,520	\$352,035,391	\$360,839,549	(\$8,804,157)
Total Cost of Energy	232,762,908	310,160,685	317,090,165	6,929,480
Other Expenses (excluding Energy)	6,850,183	9,360,012	9,381,926	21,914
Total Operating Expenses	239,613,091	319,520,697	326,472,091	6,951,394
Operating Income (Loss)	34,055,429	32,514,694	34,367,457	(1,852,763)
Total Nonoperating Income/(Expense)	(882,164)	(1,081,752)	(1,063,383)	(18,369)
CHANGE IN NET POSITION	\$33,173,265	\$31,432,942	\$33,304,074	(\$1,871,132)

Revenues are expected to end the year 2.4% or \$8.8 million below budget. Revenues are expected to be lower than the budget for the full year as a result of lower-than-expected usage by the Channelside (the desalination plant) account that started service on January 1, 2025 and also due to unexpectedly low usage by many residential customers in the mid-day hours likely due to higher than expected rooftop solar usage.

On the other hand, Total Operating Expenses are also expected to end the year \$7.0 million below budget mitigating most of the revenue shortfall. Energy expenses below budget were the primary reason, as the budget included a \$14.4 million contingency which was only partially utilized. Energy attribute prices, including Resource Adequacy (RA) and Renewable Energy Credits (RECs), reached historical highs during the year. As a result, expenses for RECs are expected to be nearly \$9.2 million over budget but were offset by savings in other areas.

Finally, non-operating expenses, which mostly reflect the net of interest earned and interest expensed for credit line usage, is forecasted to be \$1.1 million, just \$18,000 over the budgeted level.

### Proposed Fiscal Year 2025/2026 Operating Budget

The FY 2025/2026 proposed budget (Proposed Budget) is based on the following priorities and goals:

- Financial Stability
- Meeting Regulatory Compliance

#### A. Energy Expenses

The biggest expense category for CEA is in Energy Procurement. Costs are expected to increase in the upcoming fiscal year compared to the current year by approximately \$23.4 million. While some of the increase is related to inclusion of a full-year for the Channelside account, the increase is also reflective of an assumed 10% contingency (\$28.7 million). Costs for RA and Renewable Energy account for a significant

amount of overall costs, but they are currently expected to remain relatively stable at current levels which are more in line with historical norms. The higher contingency assumption is factored into the Proposed Budget to avoid the possibility that these costs suffer similar increases in the coming year than we saw in the prior two years.

**B. Other Operating Expenses**

The Proposed Budget also reflects an increase of approximately \$4.2 million in Other Operating Expenses. However, even with that increase, Operating Expenses make up just 3.9% of Total Expenses. That percentage is just 3.3% if the \$2.0 million Programs Budget is excluded. The biggest increases in expenses are in two primary areas:

Staffing. Pursuant to prior Board authorization, the number of employees will double to 12 employees from the current low and lean level during FY2024/2025 and FY2025/2026. Given the expansion of CEA's territory, a corresponding increase in power supply obligations, energy programs, and regulatory obligations has resulted. Therefore, it is anticipated that up to four (4) additional employees will be needed to meet CEA's operational needs through FY2025/2026 and into FY2026/2027..

Programs. The budget includes \$2.0 million of funding to initiate implementation of customer programs and the enhancement of early pilot programs.

A summary of Other Operating expenses is as follows:

	<b>Forecast through 6/30/2025</b>	<b>Preliminary Budget FY2025-2026</b>
Communications and Outreach	373,899	409,791
General and Administrative	966,058	1,080,635
Consultants & Professional Services	6,388,325	7,142,001
Staff compensation	1,631,730	2,730,818
Programs	-	2,000,000
<b>Other Expenses (excluding Energy)</b>	<b>9,360,012</b>	<b>13,363,246</b>

**C. Revenues**

The primary source of CEA revenue comes from payment of customer electricity rates. CEA sets customer rates based on the following priorities:

- JPMorgan credit line covenant compliance
  - Result in revenues sufficient to recover costs and fund reserves
  - Meet Debt Service Coverage Ratio & Days Liquidity on Hand
- Address cash flow needs
- Rate Stability
- Financial stability and credit rating
- Fund Board established operating reserve policy
- Sufficient funding to support increased renewable energy procurement to achieve climate goals and implement local programs

➤ Rate competitive to SDG&E

The Board approved rate increases at its meeting in June 2024. Based on that action, current rates are expected to be sufficient to fund operations for the upcoming fiscal year and for at least the next few years while building sufficient reserves.

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**FY 2024/2025 Year End Estimates and FY 2025/2026 Proposed Budget**

	<b>Forecast through 6/30/2025</b>	<b>Preliminary Budget FY2025-2026</b>
<b>Total Operating Revenues</b>	<b>\$352,035,391</b>	<b>\$383,146,909</b>
<b>Total Cost of Energy</b>	<b>310,160,685</b>	<b>333,540,321</b>
<b>Other Expenses (excluding Energy)</b>	<b>9,360,012</b>	<b>13,363,246</b>
<b>Total Operating Expenses</b>	<b>319,520,697</b>	<b>346,903,567</b>
<b>Operating Income (Loss)</b>	<b>32,514,694</b>	<b>36,243,342</b>
<b>Total Nonoperating Income/(Expense)</b>	<b><u>(1,081,752)</u></b>	<b><u>(380,692)</u></b>
<b>CHANGE IN NET POSITION</b>	<b><u>\$31,432,942</u></b>	<b><u>\$35,862,650</u></b>
<b>Net Position at the beginning of period</b>	<b>(\$16,964,834)</b>	<b>\$14,468,108</b>
<b>Net Position at the end of period</b>	<b>\$14,468,108</b>	<b>\$50,330,758</b>
<b>Days Liquidity on Hand</b>	<b>37</b>	<b>75</b>

The Proposed Budget will be brought back to the Board for formal adoption at the June 26, 2025 regular Board meeting.

**5-Year Outlook**

Managing energy purchases and providing electricity generation for the customers in CEA's territories requires a long-term view to ensure financial stability. To that end, a 5-year outlook has been prepared based on expected energy costs over that period.

	Preliminary Budget FY2025-2026	Outlook FY2026-2027	Outlook FY2027-2028	Outlook FY2028-2029	Outlook FY2029-2030
<b>Total Operating Revenues</b>	<b>\$383,146,909</b>	<b>\$388,089,267</b>	<b>\$383,501,212</b>	<b>\$383,507,082</b>	<b>\$383,513,055</b>
<b>Total Cost of Energy</b>	<b>333,540,321</b>	<b>334,844,585</b>	<b>312,629,543</b>	<b>298,903,726</b>	<b>297,664,935</b>
<b>Other Expenses (excluding Energy)</b>	<b>13,363,246</b>	<b>16,646,758</b>	<b>20,674,112</b>	<b>25,379,524</b>	<b>31,715,530</b>
<b>Total Operating Expenses</b>	<b>346,903,567</b>	<b>351,491,343</b>	<b>333,303,655</b>	<b>324,283,250</b>	<b>329,380,465</b>
<b>Operating Income (Loss)</b>	<b>36,243,342</b>	<b>36,597,923</b>	<b>50,197,557</b>	<b>59,223,832</b>	<b>54,132,590</b>
<b>Total Nonoperating Income/(Expense)</b>	<b>(380,692)</b>	<b>(3,635)</b>	<b>444,240</b>	<b>1,481,379</b>	<b>2,703,573</b>
<b>CHANGE IN NET POSITION</b>	<b>\$35,862,650</b>	<b>\$36,594,289</b>	<b>\$50,641,797</b>	<b>\$60,705,211</b>	<b>\$56,836,163</b>
<b>Net Position at the beginning of period</b>	<b>\$14,468,108</b>	<b>\$50,330,758</b>	<b>\$86,925,047</b>	<b>\$137,566,844</b>	<b>\$198,272,055</b>
<b>Net Position at the end of period</b>	<b>\$50,330,758</b>	<b>\$86,925,047</b>	<b>\$137,566,844</b>	<b>\$198,272,055</b>	<b>\$255,108,218</b>
<b>Days Liquidity on Hand</b>	<b>75</b>	<b>110</b>	<b>170</b>	<b>207</b>	<b>269</b>

The projection of revenues and expenses over the following 5 years is forecast to generate reasonable positive net positions and should contribute to increasing financial stability. Such growth should position CEA to be better able to consider achieving an investment grade credit rating which would yield lower energy prices and better credit terms with energy suppliers.


#### Staffing/Position Control Listing

At the CEA Board Meeting on January 30, 2025, the Board amended the CEA Position Control Listing by adding four (4) new positions during FY2024/2025 and two (2) additional positions in FY2025/2026, all of which have been accounted for in the Proposed Budget. Recruitment of these first four positions was conducted between February and May of this year and resulted in filling all four positions. The 2 positions authorized for FY2025/2026 included a Financial Analyst and an Administrative Clerk. While we expect to move forward with the recruitment of a Financial Analyst (or comparable position) in the next few months, the candidate pool for the replacement of CEA's Clerk to the Board/Executive Assistant presented an opportunity to meet operational needs and efficiencies by hiring both a Clerk to the Board and an Executive Assistant/Office Manager. The latter of these positions would effectively replace the previously authorized Administrative Clerk in CEA's Position Control Listing with the combined salaries and resulting budget impact of these two positions being roughly equal. The Clerk to the Board will begin her employment with CEA on June 2, 2025, along with the other four new employees in the Power Supply and Key Accounts and Programs departments. The intent is to bring the Executive Assistant/Office Manager on board in the new fiscal year pending approval of an amended Position Control Listing by the Board. Staff is seeking Board authorization to move forward with the creation and hiring of the Executive Assistant/Office Manager position subject to approval of an amended Position Control Listing and Salary Schedule at CEA's June Board Meeting.

At the CEA Board Meeting on May 26, 2025, the Board approved CEA's FY2025/26 – 2026/27 Strategic Plan (Strategic Plan) and reviewed the FY2025/26 – 2026/27 Draft Work Plan (Work Plan, Attachment A). The Strategic Plan sets forth CEA's goals and objectives for the next two years while the Work Plan is intended to identify specific implementation measures and key performance indicators to track progress towards meeting goals and objectives of the Strategic Plan. The Work Plan is also intended to set forth the priorities for staff to carry out as directed by the Board. Finally, the Work Plan identifies key partners/consultants and staff identified to lead the implementation of each listed objective. Given the scope and breadth of the Work

Plan, it is apparent that additional staff support will be needed not only to carry out the implementation of programs, policies and energy procurement for CEA but also to decrease the need for consultant services upon which CEA has largely relied since its inception to carry out its operations. As such, the Proposed Budget contemplates the addition of four (4) additional positions to support operational needs in the areas of power supply, energy programs, regulatory/legislative engagement and finance.

Submitted for Board consideration:



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Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Draft FY2026-2027 Work Plan

## CEA FY26-27 Work Plan

Guiding Principle	#	Objective	Measure	KPI	Staff Lead	Key Partners	Funding Source Column1	Column2
1. CLEAN ENERGY	a)	Gradually increase CEA's Renewable Portfolio Standard (RPS) to achieve 100% renewable energy	Increase base RPS to 55% in 2026, 60% in 2027, 75% for 2028-2030, and 100% by 2035.	<ul style="list-style-type: none"> <li>• aforementioned RPS targets for each calendar year.</li> </ul>	Dan P	PEA	Operational Budget	
	b)	Support customer retention and engagement by highlighting customers that have opted up to CEA's 100% renewable energy Green Impact product	<ul style="list-style-type: none"> <li>• Continue implementation of Green Impact Champion Program</li> </ul>	<ul style="list-style-type: none"> <li>• Add at least one more member agency to our Green Impact Champions list per year</li> <li>• Add two new Green Impact Champion businesses per year</li> <li>• Host one Green Impact Champions recognition event to recognize commercial participants</li> </ul>	Kaitlin M & Rob H	Tripepi Smith	Operational Budget	
	c)	Support achievement of member agencies' CAP goals for building decarbonization and energy efficiency goals through customer access to grant-funded and/or ratepayer-funded energy efficiency programs	<ul style="list-style-type: none"> <li>• Pursue programs through the SoCal EBD Grant Coalition or SDREN</li> <li>• Tap into existing ratepayer funds to implement energy efficiency programs</li> <li>• Support member cities in achieving their CAP GHG Reduction Goals</li> </ul>	<ul style="list-style-type: none"> <li>• Monitor each member agency CAP for compliance with its goals</li> <li>• Submit application to Elect to Administer Energy Efficiency funds</li> <li>• Establish a policy for member cities to adjust their default energy product</li> <li>• Present a draft policy for Board Adoption by May 2026</li> </ul>	Kaitlin M & Rob H	Member Agency Staff, Frontier Energy. PEA	Operational Budget	
	d)	Pursue local generation and dispatchable capacity projects, including in partnership with member agencies to utilize publicly owned facilities for solar and energy storage projects	<ul style="list-style-type: none"> <li>• Total MW of local generation and dispatchable capacity projects</li> <li>• Number of relevant program offerings for publicly owned facilities</li> </ul>	<ul style="list-style-type: none"> <li>• 15MW of local PPAs or ESSAs executed by 2026</li> <li>• 10MW of local PPAs or ESSAs operational by 2028</li> <li>• 1-2 program offerings for publicly owned generation and/or capacity by 2026</li> </ul>	Dan P (PPAs/ESSAs) Rob H / Kaitlin M (program)	Program partner (TBD)	Operational Budget	
2. FINANCIAL STABILITY	a)	Achieve sufficient financial reserves with a minimum of one hundred twenty (120) days liquidity on hand (DLOH) to mitigate the impact of energy cost volatility on customer rates and support rate stability.	<ul style="list-style-type: none"> <li>• End FY2025 with positive Net Position</li> <li>• Extend JP Morgan Line of Credit</li> <li>• Build reserves to meet all applicable targets</li> </ul>	<ul style="list-style-type: none"> <li>• End FY2025 with positive Net Position</li> <li>• Extend JP Morgan Line of Credit</li> <li>• Build reserves to meet all applicable targets</li> </ul>	Greg W/Andy S		Operational Budget	
	b)	Minimize procurement and financing costs through achievement of investment grade credit rating	Obtain investment grade credit rating by 2028	Obtain investment grade credit rating by 2028	Greg W/Andy S	JPMorgan	Operational Budget	
	c)	Analyze and adjust the rate premiums for the Clean Impact Plus and Green Impact energy products to ensure appropriate cost recovery. Support customer retention by offering competitive rates while maintaining financial stability and achieving renewable/clean energy goals.	<ul style="list-style-type: none"> <li>• Biannually calculate difference between cost of each rate product and the corresponding premium.</li> </ul>	Ensure rates are covering costs annually	Dan P	PEA	Operational Budget	
	d)		<ul style="list-style-type: none"> <li>• Focus on building financial reserves</li> </ul>	Maintain rate competitiveness including lower PCIA's	Staff	Keyes & Fox	Operational Budget	
	e)	Reduce Resource Adequacy (RA) costs by reducing peak load through energy demand management programs.	<ul style="list-style-type: none"> <li>• Develop/Implement demand response programs</li> </ul>		Staff	PEA	Operational Budget	
3. CUSTOMER PROGRAMS	a)	Provide customers with access to programs that reduce energy use and address high electric bills	<ul style="list-style-type: none"> <li>• Continue to implement Solar Plus and Battery Bonus Programs</li> <li>• Implement PeakSmartSavers Program</li> </ul>	<ul style="list-style-type: none"> <li>• Implement PeakSmart Savers Program</li> <li>• Implement Grid Services for battery dispatch</li> </ul>	Kaitlin M & Rob H	P.E	Operational & Programs Budget	
	b)	Provide access to solar and battery storage (and other Energy Programs) to all segments of the community that contributes to cost savings and decreases energy usage during peak periods while increasing the availability of and reliance upon clean energy.	<ul style="list-style-type: none"> <li>• Establish a policy that creates a fair and effective distribution of programs that benefits all segments of the community and supports CEA's broader goals of sustainability and equity</li> </ul>	Present a draft policy for Board Adoption by May 2026	Kaitlin M & Rob H	P.E., Calpine, TBD	Operational & Programs Budget SGIP/Operational Budget/Programs Budget	
	c)	Expand access to solar and battery systems at significantly reduced costs to low-income customers	<ul style="list-style-type: none"> <li>• Implement Solar Plus Connect Program</li> <li>• Implement Battery Bonus Program</li> </ul>	Achieve a 1% conversion rate for the Battery Bonus Program.	Kaitlin M & Rob H	P.E	Budget/Programs Budget	

			- Enroll 50-100 customers in Solar Plus Connect the first year of funding availability - Enroll 50 customers in Battery Bonus Program	Kaitlin M & Rob H	P.E	SGIP/Operational Budget
	d)	Retain customers and encourage participation in State funded income-based assistance programs	Apply for SGIP assistance for eligible customers			
	e)	Work with member agencies to identify and design energy programs for government on City-owned properties or community hubs	Participate in SDREN to develop and implement programs	required participation metrics tracked by SDREN	Kaitlin M & Rob H	SDCP
	f)	Collaborate with San Diego Regional Energy Network (SDREN) and Southern California Regional Energy Network (SoCal REN) to expand programs offered to CEA customers	Develop and Implement programs	- Execute MOU; - Develop Programs with SDCP & County	Kaitlin M & Rob H	SDCP
4. CUSTOMER ADVOCACY	a)	Maintain participation in legislative and regulatory proceedings that support CEA's guiding principles and goals	Work with Regulatory Counsel and hired lobbyist	- Engage with Lobbyist; - Engage with Keyes & Fox	Emily F	Keyes & Fox Summit
	b)	Actively advocate for CEA and its customers in issues such as affordability, renewable energy procurement, and local control	Hire a lobbyist to assist Legislative advocacy		Emily F	Keyes & Fox
	c)	Monitor and advocate for fair and reasonable Power Charge Indifference Adjustment (PCIA) charges	Work with Regulatory Counsel on PCIA/ERRA proceeding		Emily F	Keyes & Fox
	d)	Engage with local elected officials to communicate benefits CEA provides its customers and influence legislative decisions that support CEA's goals.	Annual City Council presentations to Member Agency's Councils		Greg W/Staff	CalCCA
5. CUSTOMER SERVICE/ENGAGEMENT	a)	Increase CEA's presence in the communities served and provide accurate information to customers	- Increase social media followers by [ ] % annually - Develop a toolkit for CBOs to share information about CEA & programs. - Continue marketing, education and outreach efforts - Directed social media effort	Staff		Tripepi Smith
	b)	Promote CEA as the preferred customer-focused renewable energy service provider in North San Diego County and add value to the community and the environment	- Develop relationships with 20% of the top 50 highest users by July 2026 - Establish a bench of partner CBOs by July 2026. - Continue marketing, education and outreach efforts. Improve strategic account management and stakeholder relationships Develop strategic relationships with large and/or under-represented commercial customers and community based organizations - Directed social media effort	Staff		Tripepi Smith
	c)	Engage with CEA customers to provide information about CEA's programs, services and benefits; maintain strong customer participation and communication; and, gather feedback from customers and community members	- Co-host or host informational sessions, workshops, and community forums to educate residents and businesses about CEA - Collaborate with local organizations, businesses, and government agencies to expand outreach efforts - Work with newspapers, radio stations, and local TV channels to feature stories and advertisements about the CEA program - Develop brochures, flyers, and FAQs that explain how CEA works and its benefits and introduce educational programs in local schools to raise awareness among students and their families	Increase external advertising partnerships by [ ] % in FY 2026. Partner with at least 2 spanish language media outlets	Staff	Tripepi Smith
	d)	Develop a comprehensive customer communications strategy to reach CEA's diverse communities.	- Develop brochures, flyers, and FAQs that explain how CEA works and its benefits and introduce educational programs in local schools to raise awareness among students and their families - Improve trust and communication with CEA's	Develop a plan in FY 2026. Complete a review of marketing collateral. - Hire four employees in FY 2025 per Position Control Plan - Hire two employees in FY 2026 per Position Control Plan	Kaitlin M & Rob H	Tripepi Smith
6. ORGANIZATIONAL DEVELOPMENT	a)	Achieve continuity in operations by developing or expanding upon key operational processes and procedures such as key workflows, performance evaluations, and recruitment and onboarding	Expand staff per Board-approved Position Control Plan		Greg W	Recruiting Consultant
	b)	Support employee development through participation in California Community Choice Association's committees, workshops and conferences.	- Assign/Attend CalCCA Committees - Attend Annual CalCCA Conference (all staff)		Greg W/Staff	
	c)	Encourage employee participation in professional education opportunities.	- New CEA staff participation in the upcoming USD EPIC Energy Academy Cohort (3).		Greg W/Staff	