

SACRAMENTO MUNICIPAL UTILITY DISTRICT

SMUD's PowerMinder Pilot

Introduction

As your community-owned, not-for-profit electric service, SMUD is piloting a new PowerMinder pilot offering for residential customers that will allow you to lower your energy usage during peak times.

The PowerMinder pilot ("Pilot") is a research and development program designed to find cutting-edge solutions to improve energy efficiency in the home and workplace, which reduces the need for new power plants. This Pilot emphasizes real-world demonstration projects encompassing new lighting technologies, tighter building envelopes, more efficient heating ventilation and air conditioning systems, electric vehicles and various other technologies.

This Customer Agreement for the PowerMinder ("Agreement") sets forth the terms and conditions of the Pilot. Please keep this information for your reference. If you have any questions, call SMUD at 1-888-742-7683.

Eligibility

This Pilot is an optional program for homes receiving electric service from SMUD. This Pilot is available to owners (owner-occupants or landlord-owners) of single-family dwellings (including single family detached homes, duplexes, triplexes, fourplex, condominiums or town homes with up to four units per structure) located in SMUD's service area. Apartments do not qualify for participation in this Pilot.

SMUD customers on the Time-of-Day Rate with a Wi-Fi enabled heat pump water heater that has been installed with a thermostatic mixing valve are eligible to participate in the Pilot. The Pilot involves connecting a controller on the heat pump water heater and then connecting it to a cloud service that individually optimizes the charging schedule to maximize comfort and to shift water heating to lower cost time periods under the Time-of-Day Rate by default and for 1 out of 3 days per year consume more renewable energy or lower cost energy for SMUD.

Customers can earn ongoing bill credits for participating in the Pilot and allowing SMUD to influence the times at which water is pre-heated.

To maximize the amount of load that can be shifted to off-peak hours, and to maintain a sufficient supply of water, customers should set their thermostatic mixing valves to the lowest temperature that delivers a comfortable showering experience.

Terms & Conditions

1. Safety Considerations

- A. Participant acknowledges and agrees that there are inherent dangers associated with Participant's participation in the Pilot. Participant acknowledges and fully understands that as part of the Pilot, SMUD will control Participant's heat pump water heater through a cloud service that individually optimizes the charging schedule. As part of the Pilot, SMUD will pre-heat water at high temperatures. Participant must set the mixing valve at a temperature that will keep the water at a comfortably warm but not unsafe hot temperature (i.e., 122F). Participant acknowledges and fully understands that failure to accurately set the mixing valve temperature could result in extremely heated water and may pose a safety concern such as scalding. As such, Participant will be engaging in activities that may involve risk of serious injury, including disability and death, and severe social and economic losses to person or property, which may result not only from Participant's own actions, inactions or negligence, but also the actions, inactions or negligence of others, or the condition of Participant's equipment. Participant understands that there may be other risks not known to SMUD. Participant agrees to participate in the Pilot in a safe manner consistent with the above reminder.
- B. Participant understands that Participant is at all times responsible for Participant's own safety as well as the safety of anyone using the heat pump water heater while Participant participates in the Pilot. Participant expressly agrees and promises to accept and assume all of the risks existing in the Pilot. Participant's participation in the Pilot is purely voluntary, and Participant elects to participate despite the risks.



2. Term and Termination

- A. This Agreement will be effective as of the last date of signature below. This Agreement will remain in effect for 2 years unless terminated as set forth below.
- B. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party, or immediately upon default of the other party.
- C. Please send termination communication to SMUD as follows:
Sacramento Municipal Utility District
Attention: PowerMinder Program Manager
P.O. Box 15830, MS: A203
Sacramento, CA 65842-1830
- D. Upon termination of this Agreement, SMUD will cease to control your device.

3. Access for SMUD

To participate, you must allow SMUD access to control your device. Which means that you are responsible to have (i) a working and reliable internet connection and Wi-Fi network and other related equipment in your home that is positioned to communicate reliability; (ii) an internet service provider ("ISP"); and (iii) other system elements that may be specified as required by SMUD or the manufacturer of any required equipment (i.e. smart phone apps). You are responsible for all fees charged by the ISP in connection with participation in this Pilot.

Your participation in this Pilot will be terminated if SMUD is unable to communicate with or access the heat pump water heater and communication or access is not restored within 30 days after notice from SMUD. If communication or access is restored at a future date, you may opt back in to the Pilot.

4. Customer Equipment

Participant is responsible for the selection, acquisition and installation of their heat pump water heater, all internet connection and Wi-Fi network, and other related equipment to participate in this Pilot. Participant will install, own and maintain their equipment.

5. Monitoring

- A. Participant agrees that the data, telemetry, facts, records and other information obtained from this Pilot belongs to and is owned by SMUD and Participant has no claim or right to that information. Participant authorizes the release of that information for installation, data analysis and/or program evaluation. Participant acknowledges and agrees that SMUD may use that information for purposes specified herein and may publish the results of this research. SMUD will maintain the confidentiality of Participant in any publication, unless explicitly waived.
- B. SMUD shall provide experienced, competent personnel to place and maintain the monitoring equipment if a Participant cannot enroll their device. Participant grants SMUD access upon reasonable notice: (a) to install said monitoring equipment; (b) in the event of an emergency or equipment malfunction to replace or repair said equipment; and (c) as needed to maintain the monitoring equipment and retrieve data. Access will be during normal SMUD business hours except in an emergency.

6. Compensation

Once the device has been successfully connected to the communication platform, Participant will receive the one-time, up-front incentive payment of \$150 (mailed to the Participant's address) and SMUD will include a monthly credit of \$2 on Participant's electricity charges on their SMUD bill for the length of this Agreement.

7. Representations and Warranties

- A. SMUD makes no representations as to the reliability, operation, efficiency, sizing or performance of Participant's equipment, SMUD's monitoring equipment, or any other aspect of the equipment.
- B. **SMUD makes no warranties, implied or expressed with respect to goods and services provided under this agreement including, but not limited to, the warranties of merchantability and fitness for a particular purpose. SMUD is not responsible in contract, tort or under any other theory of liability with respect to the goods and services provided under this agreement.**

8. Indemnification

- A. Participant for itself, and assigns, shall indemnify, defend, and hold harmless SMUD, its officers, agents and employees against loss, damage, expense and all liability resulting from injury to or death of any person or persons including but not limited to employees of SMUD or Participant, or damage to property, including but not limited to property of SMUD or Participant, resulting from or arising out of or in any way connected with the performance of this Agreement, installation, inspection, assistance, maintenance, monitoring, testing and use of the Participant's equipment or SMUD's monitoring equipment and caused by the acts, omissions, intent or negligence, whether active or passive, of Participant, its agents, employees, and suppliers, and excepting only such loss, damage, or liability as may be caused by the intentional acts or the sole negligence of SMUD.
- B. On SMUD's request, Participant will defend any suit asserting a claim covered by this indemnity and neither party will be liable to the other party for incidental, special or consequential damages including lost profits or loss savings.

9. Release

Participant, being of lawful age, in consideration of being permitted to participate in the Pilot, does hereby release and forever discharge the SMUD, its officers, directors, employees, agents, administrators, or legal representatives, or other successors of interest ("SMUD Releasees"), of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death, loss or damage to property, or occurrence before, during, or after Participant's participation in the Pilot, whether caused by negligence of SMUD Releasees or otherwise.

Participant agrees that the above terms adequately represent Participant's understanding of the Agreement as it relates to all present, past, and future claims against SMUD, whether those claims are known or unknown and waives application of California Civil Code section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties as to the subject matter. Any amendments, charges, alterations or modifications to this Agreement shall require the agreement of both parties and shall not be effective until incorporated into a written amendment to this Agreement, which shall be signed by both parties.

In Witness Whereof, Participant and SMUD hereby agree to the terms set forth in this Agreement.

Participant

SMUD Pilot Manager

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

