



**Sierra Nevada Energy Watch
Program Participation Agreement
2020-2025 Energy Planning Assistance Program**

Participating Public Agency or SMB Customer _____

Address _____

Contact Name: _____

Email _____ Phone Number _____

PG&E Account ID: _____

Which county are you located in? _____

This Participation Agreement between the PG&E customer indicated above and Sierra Business Council (SBC), and is intended to create a common understanding of the services made available on behalf of the PG&E Local Government Partnership, Sierra Nevada Energy Watch (SNEW), prior to program initiation.

Program Description

Through support from Pacific Gas and Electric Company (PG&E), SBC will be working directly with the participating public agency or small or medium sized business customer to provide SNEW energy efficiency services. SNEW is funded through PG&E’s Local Government Partnership Program, which is funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission. As the current SNEW program contract with PG&E runs through December 31, 2025, SNEW services for the participating customer will end at this date unless otherwise terminated, or extended by, mutual agreement.

Agreement

By signing this participation agreement, the customer agrees to engage with SBC who will provide energy efficiency services, including those listed below. Some SNEW services may also require the Public Agency or SMB customer to sign a PG&E Third Party Data Release Authorization Form to access meter use and billing data, as specified by the California Public Utilities Commission and the State of California customer data protection regulations. Availability of SNEW to perform services will depend on staff capacity and SBC’s contractual obligations with PG&E.

- Energy efficiency project identification, implementation, and management
- Increase access to financing opportunities
- Energy performance benchmarking of facilities
- Facilitating access to building energy audits
- Liaison to PG&E third party implementers/Trade Pros
- Coordination with other PG&E programs
- GHG inventorying & energy action planning

By signing this Participation Agreement, the participants agree to the following guidelines through the life of the project, from the date signed, unless otherwise extended by or terminated by mutual agreement:



PPA PG&E REQUIRED TERMS AND CONDITIONS. Each customer participant requires a signed PPA that at least contains these Program Terms and Conditions as follows:

1. **AUTHORITY.** Customer represents and warrants it has the Site owner’s permission to enter this PPA.
2. **ELIGIBILITY REQUIREMENTS.** Eligibility requirements seeking to participate in the Program is conditioned upon Customer’s meter is charged the public purpose fund surcharge.
3. **DESIGN, FEASIBILITY, INSTALLATION AND PERMITS.** If applicable and Implementer’s Program will produce any reports, assessments, possible project opportunities or otherwise, collectively referred to as the Implementer’s Program (“Deliverable’), PG&E shall have no responsibility for the Deliverables review, design, feasibility, accuracy, construction, operation, acquiring any necessary permits, materials, labor, costs to develop and produce any Program Deliverable.
4. **PROGRAM FUNDING.** Program funding for Implementer’s Program is made available under the auspices of the California Public Utilities Commission (CPUC) and are administered by PG&E on a first-come, first-served basis until depleted or as otherwise directed by the CPUC.
5. **CUSTOMER INFORMATION AND DATA.** Customer understands the purpose of the Program’s marketing and communication efforts is to provide Customer’s information to a Third Party (3P) Energy Efficiency (EE) Program administered under PG&E’s EE Program portfolio or a sponsored PG&E EE Program which implement project measures and renders project incentives that may offer energy savings benefit to the Customer. Customer information includes any and all Customer information, including personal identifiable information, related to, provided and produced as a result of participating in Implementer’s Program. Customer acknowledges and agrees to Implementer providing such Customer information for this purpose and recognizes this as a Program benefit. Customer Information as referred to under this provision will only be used and disclosed in accordance with these PPA terms and conditions.
6. **CPUC DISCLOSURE AND RIGHTS.** These terms and conditions can be modified anytime by the CPUC. All Program information and any documentation related to this PPA or provided by Customer as a result of this PPA shall be made available to the CPUC upon request.
7. **SAFETY AND COMPLIANCE WITH ALL LAWS.** Customer and Implementer agree to comply with all federal, state laws, safety requirements applicable to perform the rights and obligations under the Program.
8. **NO WARRANTY AND DISCLAIMER.** PG&E makes no representation or warranty, and assumes no liability with respect to quality, safety performance, operational capability, reliability or any other aspect of any design, system, or equipment, if any, used under the program or any program deliverable and expressly disclaims any such representation warranty or liability, including the any warranties of merchantability and fitness for any particular purposes.
9. **NO OBLIGATION.** California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC.
10. **ADVERTISING AND USE OF PG&E’S NAME.** Customer agrees not to use PG&E’s name in advertising, endorsing or otherwise in any published materials related to the Program and this PPA, absent PG&E written approval.

IN WITNESS WHEREOF, this Agreement is executed by

Participating Customer

Sierra Business Council

Signature: _____

Signature: _____

Name & Title: _____

Name & Title: _____

Date: _____

Date: _____