Terms and Conditions:
Clean Power Alliance (CPA) Power Response Program
An Olivine Community Program
Residential and Small Business

Click to view Terms and Conditions for:

- Smart Thermostat Program Option
- Battery Energy Storage Program Option
Terms and Conditions:
Clean Power Alliance (CPA) Power Response Program,
An Olivine Community Program
Residential and Small Business Smart Thermostat Participants

These Terms and Conditions are for the Smart Thermostat program option, which is one of the two CPA Power Response Program’s Residential/Small Business technology options. There is an enrollment limit of one technology option per CPA service account in the CPA Power Response Program. Additional terms and conditions may apply for different technology options.

The CPA Power Response Program is administered by Olivine, Inc.

CPA Power Response Residential and Small Business Smart Thermostat participants are subject to the following terms and conditions:

1. PROGRAM ELIGIBILITY: A customer account is eligible to enroll in the CPA Power Response Smart Thermostat program option if it meets the following criteria:
   a. The account is an active Clean Power Alliance (CPA) residential or small business customer account in CPA’s service territory taking service under a residential rate or a small business rate (TOU-GS-1 rate families). Customers taking service under a Net Energy Metering (NEM) rate are eligible to participate in CPA’s Power Response program.
   b. The account is not enrolled in SCE’s Summer Discount Program (SDP) or other SCE or third-party Demand Response (DR) programs. Accounts enrolled in any of these programs must disenroll prior to enrolling in the CPA Power Response Program. Customers receiving Medical Baseline Allowance are not eligible to participate.
   c. The account service location includes at least one smart thermostat, and participants must have the ability to control the device during Energy Savings Events. Direct load control can be provided to participants who are using a technology/vendor/management service on a pre-qualified vendor list. If your device will be controlled directly, additional terms may apply.
   d. The service account must be serviced by an SCE-approved Smart Meter that monitors energy usage at 15-minute intervals.

MINIMUM LOAD REQUIREMENT: Participants must have a minimum average hourly load of 1.5 kWh for the hour before and after the availability window: between 4 pm and 9 pm on weekdays. For customers located in targeted areas the minimum average hourly load requirement may be lowered to 1kWh. Contact program administrator (Olivine, Inc.) at 1.888.331.3534 or powerresponse@cleanpoweralliance.org to find out if you qualify.

2. ENROLLMENT: All residential and small business participants in the CPA Power Response Program must enroll in the program through the use of the Olivine Community mobile or web application.

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Customers must agree to and abide by all terms, conditions, and restrictions of the program. More information, including the FAQs, is available on the CPA Power Response website at: https://cleanpoweralliance.org/respowerresponse. By enrolling in the Program, the Customer warrants that it has all necessary authorization to enroll, and has provided any necessary notice to property owners or managers.

3. **ENROLLMENT INCENTIVE:** Upon confirmation of enrollment in the CPA Power Response Program, CPA will issue the participant a one-time $100 enrollment incentive. If the participant’s participating service account address is within a Disadvantaged Community (DAC) as defined by California SB 535 or the customer is on a CARE or FERA rate, the enrollment incentive is $125.

   a. **Residential Participants:** The enrollment incentive will be provided in the form of either an electronic gift (e-gift) card or a VISA electronic card (e-card) that is disbursed via Tango Card, a third-party vendor of electronic rewards.

   b. **Small Business Participants:** The enrollment incentive will be provided as a billing credit. The credit may be spread out amongst two or more billing cycles. Depending on billing cycles, it may take up to 3 months after enrollment is confirmed for the full amount of the bill credit to be paid.

4. **PARTICIPATION INCENTIVE:** Upon confirmation of enrollment in the CPA Power Response Program, CPA will issue the participant a $100 annual participation incentive, delivered in quarterly installments as long as the terms and conditions of the program are met by the participant. If the participant’s participating service account address is in a Disadvantaged Community (DAC) as defined by California SB 535 or the customer is on a CARE or FERA rate, the participation incentive is $125 annually, delivered in quarterly installments. Participants will receive their incentives either as electronic gift cards or bill credits as appropriate similar to the Enrollment Incentives (above).

5. **EVENTS:** Olivine will issue Energy Savings Event notifications to CPA Power Response Program participants requesting them to increase their smart thermostat temperature set point. Events are from 1 to 4 hours in duration, and can occur at any time during the availability window of 4PM – 9PM on the scheduled event day. These event notifications will be provided by app notification, email, or text to the designated contact and/or the participant’s smart thermostat’s control center via Olivine’s dispatch center no later than 5PM on the calendar day preceding an Energy Savings Event.

6. **EVENT RESPONSE:** Once an Energy Savings Event has been scheduled, if the participant’s smart thermostat is being directly controlled, Olivine will connect to the participant’s smart thermostat provider and send instructions to increase the participant’s thermostat set points to reduce energy usage. If the smart thermostat is not configured to be directly controlled by Olivine, the user can increase the temperature set point themselves for the duration of the Energy Savings Event.

7. **EVENT PARTICIPATION:** Program Participants may decline to participate in individual events without financial penalty. See also #13 below.
8. TEST EVENTS: Up to 3 test events may be conducted per year. All notification protocols, as well as performance requirements, will apply during test events.

9. EVENT INFORMATION: Event information:
   a. All events will occur in the event window of 4 PM – 9 PM on weekdays, excluding holidays.
      i. Holidays are defined as follows: New Year's Day (January 1), Presidents’ Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas (December 25). When any holiday listed above falls on Sunday, the following Monday will be recognized as a holiday. No change will be made for holidays falling on Saturday.
   b. Events are a minimum of 1 hour and maximum of 4 hours.
   c. The maximum number of events per year for this program option is 35, up to a maximum of 140 hours per year.
   d. Maximum of 1 event per day (up to 4 hours).
   e. Maximum of 5 events per month, not to exceed 20 hours per month.
   f. The customer will be notified of any changes in event information

10. EVENT TRIGGERS: Events will be triggered at the discretion of CPA for one or more of the following reasons:
    a. Wholesale energy prices
    b. CAISO grid emergencies
    c. Extreme weather
    d. Poor local air quality
    e. Event testing

11. ANNUAL PARTICIPATION REQUIREMENT: To remain eligible for this program, meter data must show that the customer's average usage was at least 1.5 kWh during the hour before and after events. For DAC and low-income customers on CARE or FERA rates, meter data must show that the customer's average usage was at least 1 kWh during the hour before and after events. Program participants may decline to participate in specific events and may disenroll from the program at any point in time. Program participants must participate in at least 50% of events to maintain an active participant in the program. Participation in events will be verified via the Olivine DER Platform for all program participants. The event settlement process for all events during the year is conducted through the verification of annual performance based on the following baseline energy performance calculation for each event during the program year:

As of 2/12/20
The energy baseline is based on the participant’s energy usage in the days leading up to the event. The energy baseline will be calculated on an hourly basis using the average of the immediate past 10 weekdays, excluding holidays. The previous 10 days will also exclude days when the customer: 1) was subject to a CPA program Energy Savings Event, 2) was subject to a rotating outage by SCE, or 3) was otherwise interrupted. The baseline also includes a day-of adjustment to account for any atypical usage that day.

Program performance will be calculated based on the difference of measured participant load at the whole premise utility meter during the event period, subtracted from the energy baseline during the corresponding event period. This calculation will be performed for all events called under this program technology option.

12. INSTALLATION COSTS: If the participant is installing a smart thermostat to participate in the program, participant is solely responsible for any costs or expenses of installing the smart thermostat. CPA will not pay for installation costs or for any upgrades to the participant’s electrical system required for installation of the smart thermostat. The participant is responsible for hiring a qualified professional to estimate the cost of installation, obtain any necessary permits or access rights, install the equipment, obtain any federal, state, or local incentives, and any other action needed to properly install the equipment.

13. RIGHT TO WITHHOLD INCENTIVES: CPA reserves the right to withhold participation incentives for any participants determined to be violating the terms, conditions, requirements, or restrictions of the program.

14. PARTICIPATION COSTS: The program is free to participate.

15. PROGRAM WITHDRAWAL: Participants may withdraw from the program at any time without financial penalty by emailing powerresponse@cleanpoweralliance.org.

16. PROGRAM TERM: The CPA Power Response Program is a limited pilot with an initial program term of December 31, 2020. CPA may extend the term of the pilot up to July 31, 2022. Unless the participant notifies CPA of intent to withdraw from the program thirty (30) days in advance of the one-year anniversary of the customer’s program agreement effective date, the customer’s participation will be auto-renewed for another 12-month period and will continue to auto-renew subject to these terms yearly up to July 31, 2022.

For more information, contact the CPA Power Response Program by email at: powerresponse@cleanpoweralliance.org.

These CPA Power Response Program Terms and Conditions are subject to change.

In addition to the foregoing terms and conditions, participants in the CPA Power Response program remain subject to the Clean Power Alliance’s Terms & Conditions of Service: https://cleanpoweralliance.org/terms-and-conditions.

As of 2/12/20
Qualified Smart Thermostat Vendor List

The following vendors’ products are eligible for participation in the CPA Power Response Program’s Smart Thermostat technology option:

- Eco Factor
- Alarm.com
- ecobee
- Emerson
- Lux
- Radio Thermostat Company of America
- Vivint
- Nest
- Venstar
- Honeywell Home
- Honeywell
- Radio Thermostat
- Emerson/Sensi

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Terms and Conditions:
Clean Power Alliance (CPA) Power Response Program,
An Olivine Community Program
Residential and Small Business Battery Energy Storage Participants

These Terms and Conditions are for the Battery Energy Storage program option, which is one of the two CPA Power Response Program’s Residential/Small Business technology options. There is an enrollment limit of one technology option per CPA service account in the CPA Power Response Program. Additional terms and conditions may apply for different technology options.

The CPA Power Response Program is administered by Olivine, Inc.

CPA Power Response Residential and Small Business Battery Energy Storage participants are subject to the following terms and conditions:

1. PROGRAM ELIGIBILITY: A customer account is eligible to enroll in the CPA Power Response Battery Energy Storage program option if it meets the following criteria:
   a. The account is an active Clean Power Alliance (CPA) residential or small business customer account in CPA’s service territory taking service under a residential rate or a small business rate (TOU-GS-1 rate families). Customers taking service under a Net Energy Metering (NEM) rate are eligible to participate in CPA’s Power Response program.
   b. The account is not enrolled in SCE’s Summer Discount Program (SDP) or other third-party Demand Response (DR) programs. (Accounts enrolled in any of these programs must disenroll prior to enrolling in the CPA Power Response Program.) Customers receiving Medical Baseline Allowance are not eligible to participate.
   c. The account service location includes at least one battery energy storage system, and participants must have the ability to control the device during Energy Savings Events. Direct load control can be provided to participants who are using a technology/vendor/management service on a pre-qualified vendor list. If your device will be controlled directly, additional terms may apply.
   d. The service account must be serviced by an SCE-approved Smart Meter that monitors energy usage at 15-minute intervals.

CAPACITY COMMITMENT: Participants are automatically enrolled at a capacity amount of 1kW. This is how much of your battery’s total use can be discharged during a Power Response Energy Savings Event. To avoid the amount of discharge exceeding total home electricity demand during Energy Savings Events, customers will not be able to change this capacity commitment during the Program period. The capacity commitment is the estimated capacity of the system for a four-hour period, measured in kW, between 4 pm and 9 pm on weekdays.

2. ENROLLMENT: All residential and small business participants in the CPA Power Response Program must enroll in the program using the Olivine Community mobile or web application. Customers

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must agree to and abide by all terms, conditions, and restrictions of the program. More information, including the FAQs, is available on the CPA Power Response website at: https://cleanpoweralliance.org/respowerresponse. By enrolling in the Program, the Customer warrants that it has all necessary authorization to enroll, and has provided any necessary notice to property owners or managers.

3. ENROLLMENT INCENTIVE: Upon confirmation of enrollment in the CPA Power Response Program, CPA will issue the participant a one-time $100 enrollment incentive. If the participant’s participating service account address is within a Disadvantaged Community (DAC) as defined by California SB 535 or the customer is on a CARE or FERA rate, the enrollment incentive is $125.

   a. Residential Participants: The enrollment incentive will be provided in the form of either an electronic gift (e-gift) card or a VISA electronic card (e-card) that is disbursed via Tango Card, a third-party vendor of electronic rewards.

   b. Small Business Participants: The enrollment incentive will be provided as a billing credit. The credit may be spread out amongst two or more billing cycles. Depending on billing cycles, it may take up to 3 months after enrollment is confirmed for the full amount of the bill credit to be paid.

4. PARTICIPATION INCENTIVE: Upon confirmation of enrollment in the CPA Power Response Program, CPA will issue the participant a $100 annual participation incentive, delivered in quarterly installments as long as the terms and conditions of the program are met by the participant. If the participant’s participating service account address is in a Disadvantaged Community (DAC) as defined by California SB 535 or the customer is on a CARE or FERA rate, the participation incentive is $125 annually, delivered in quarterly installments. Participants will receive their incentives either as electronic gift cards or bill credits as appropriate similar to the Enrollment Incentives (above).

5. EVENTS: Olivine will issue Energy Savings Event notifications to Power Response Program participants requesting participants to discharge their battery during the event window of 4PM – 9PM on the scheduled event day. These event notifications will be provided by app notification, or text to the designated contact and/or the participant’s battery operator’s battery control center via Olivine’s dispatch center no later than 5PM on the calendar day preceding an Energy Savings Event.

6. EVENT RESPONSE: Once an Energy Savings Event has been scheduled, Olivine will connect to the participant’s battery management provider and send instructions to discharge the participant’s battery at the committed capacity amount. Participant’s battery energy storage inverters should be set to “load following” mode during an Energy Savings Event such that battery discharge capacity never exceeds instantaneous load at the battery location during events. If the battery energy storage device is not configured to be directly controlled, the user can manually set the battery to “load following” mode for the duration of the Energy Savings Event. Battery discharges should never export to grid, and meter readings should not be less than zero due to battery discharges during events.
7. **EVENT PARTICIPATION:** Program Participants may decline to participate in individual events without financial penalty. See also #13 below.

8. **TEST EVENTS:** Up to 3 test events may be conducted per year. All notification protocols, as well as performance requirements, will apply during test events.

9. **EVENT INFORMATION:** Event information:
   a. All events will occur in the event window of 4 PM – 9 PM on weekdays, excluding holidays.
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   b. Events are a minimum of 1 hour and maximum of 4 hours.
   c. The maximum number of events per year for this program option is 35, up to a maximum of 140 hours per year.
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10. **EVENT TRIGGERS:** Events will be triggered at the discretion of CPA for one or more of the following reasons:
   a. Wholesale energy prices
   b. CAISO grid emergencies
   c. Extreme weather
   d. Poor local air quality
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11. **ANNUAL PARTICIPATION REQUIREMENT:** At the end of the calendar year, participants must have demonstrated that they have provided an average of at least 60% of their capacity commitment (i.e. 0.6 kW) during the year for all events scheduled during the year, including events for which they declined to participate. Participants not able to achieve 60% of their committed average capacity during the pilot period will be asked to lower their capacity commitment to a demonstrated capacity value, or they will no longer be eligible to participate in the program. Demonstration of customer’s ability to meet the minimum committed capacity will be verified through the event settlement process on an annual basis. Participation in events will be verified via the Olivine DER Platform for all program participants. The event settlement process for all events during the year is conducted

As of 2/12/20
through the verification of annual performance based on the following baseline energy performance calculation for each event during the program year.

- The energy baseline is based on the participant’s energy usage in the days leading up to the event. The energy baseline will be calculated on an hourly basis using the average of the immediate past 10 weekdays, excluding holidays. The previous 10 days will also exclude days when the customer: 1) was subject to a CPA program Energy Savings Event, 2) was subject to a rotating outage by SCE, or 3) was otherwise interrupted. The baseline also includes a day-of adjustment to account for any atypical usage that day.

Program performance will be calculated based on the difference of measured participant load at the whole premise utility meter during the event period, subtracted from the energy baseline during the corresponding event period. This calculation will be performed for all events called under this program technology option.

12. INSTALLATION COSTS: If the participant is installing a battery energy storage system to participate in the program, participant is solely responsible for any costs or expenses of installing the battery energy storage system. CPA will not pay for installation costs or for any upgrades to the participant’s electrical system required for installation of the battery energy storage system. The participant is responsible for hiring a qualified professional to estimate the cost of installation, obtain any necessary permits or access rights, install the equipment, obtain any federal, state, or local incentives, and any other action needed to properly install the equipment.

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