



SOLAR BATTERY SAVINGS

Solar Battery Savings

Program Manual

June 2024

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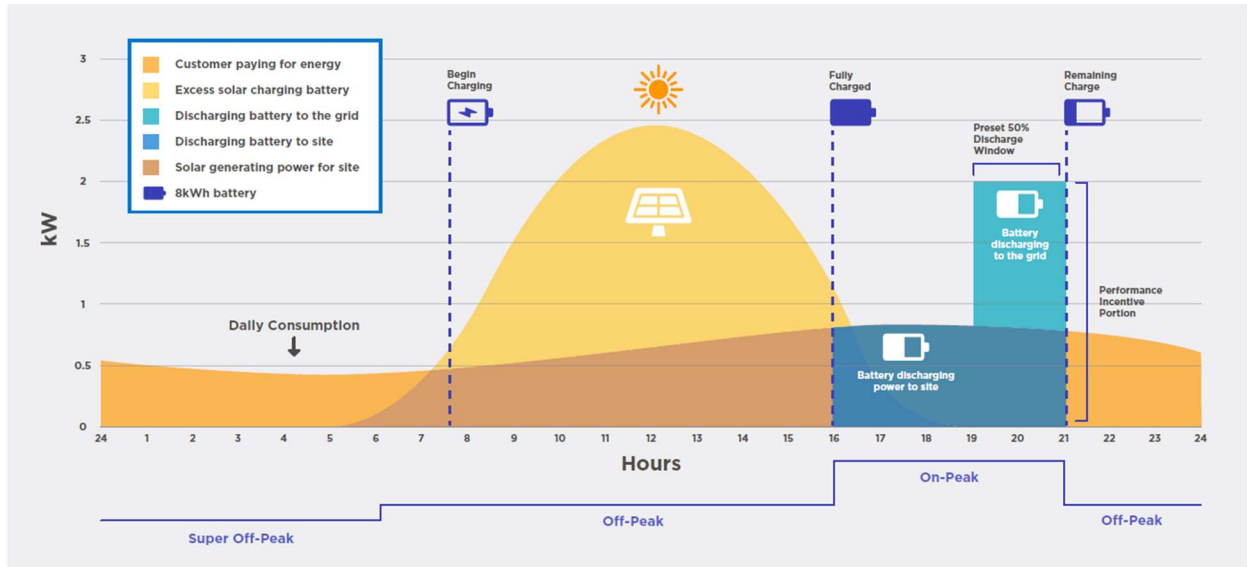
1. Program Summary

The Solar Battery Savings Program (“Program”) is a voluntary incentive program available to San Diego Community Power (“SDCP”) customers. SDCP serves the cities of San Diego, Chula Vista, Encinitas, Imperial Beach, La Mesa, and National City, as well as the unincorporated communities of San Diego County. The purpose of the Program is to support and increase adoption of solar and battery energy storage systems for residential, single-family homes throughout SDCP’s service territory following the transition to Net Billing Tariff (“NBT”) and benefit SDCP customers by reducing their utility bills. Additionally, this Program will support the California grid during on-peak periods (from 4-9 PM) when energy demand is high. This document outlines the purpose, requirements, processes, and expectations for the contractors, battery manufacturers, and customers.

On December 15, 2022, the California Public Utilities Commission (“CPUC”) established NBT as a successor to Net Energy Metering 2.0 (“NEM 2.0”). Participants who submitted an interconnection application before April 15, 2023, would remain under NEM 2.0, while any applications submitted after April 15, 2023, would be transitioned to NBT once the load serving entity had implemented the new billing rates. SDCP’s NBT was approved at SDCP’s October 2023 Board of Directors meeting, replacing NEM 2.0 as the default billing mechanism for accounts with newly installed generating systems (e.g., solar, wind, biomass, geothermal or other renewable resources). In December 2023, NBT was operationalized within SDCP’s billing system for customers with new generating systems and/or for customers who had reached the conclusion of their 20-year legacy period with NEM.

NBT significantly reduces the value of net export, impacting the economics of stand-alone solar systems. To improve project economics and support the continued growth of the regional solar market, this Program provides both upfront incentives, which help overcome the initial cost of installing storage, and performance-based incentives to encourage daily dispatch of participating storage systems when it is most beneficial to the grid.

SDCP’s goal is to design a program that supports continued adoption of cleaner energy resources. Therefore, SDCP is proposing an upfront incentive to help overcome the initial cost of solar and battery storage systems along with an ongoing, performance incentive to further motivate participants to dispatch their battery on a daily basis to optimize their billing structure and support the grid in periods of high demand. In addition to benefiting the grid, these exports can help reduce customer bills by storing excess generation for use during higher cost, on-peak periods later in the day (Figure 1, on next page).



Solar power generation window will vary based on seasonality and weather.

Figure 1. Net Bill Tariff Effects Example with a Battery

1.1 Program Goals

SDCP has identified the following goals for the Program:

- 1) Support the installation of solar and storage in single-family homes throughout SDCP's service territory (50% of incentives aimed at serving Communities of Concern, defined in Section 2.1.c);
- 2) Support clean energy and grid reliability with having these battery resources dispatching during on-peak hours;
- 3) Leverage non-SDCP incentives for SDCP program participants (reference Section 9 Non-SDCP Incentives for more details); and
- 4) Build strong relationships with SDCP customers and the industry.

2. Program Eligibility Criteria and Requirements

The following parties will be involved in the program:

- **SDCP:** San Diego Community Power is the program administrator and responsible for the overall success of the program, participant enrollments and incentive payments.
- **Participant:** A SDCP customer who is eligible for the program (homeowner) and chooses to participate and assign/receive the upfront incentive and receive the performance incentives. Reference 2.2 for more details.
- **Contractor:** An approved (reference 2.3 for details on what is required for approval) installer of rooftop PV and/or battery energy storage systems or a national solar and storage provider (a national company that often contract installs with local installers and can provide a variety of in-house financing options for customers), that works with the participant to determine the system size and best way to optimize the system to meet

the participant's needs. A provider must use their in-house installation team (if applicable) or have local installers that are also approved for the program complete the installation to leverage the incentive.

- **Battery Manufacturer:** An approved battery original equipment manufacturer that is registered and approved for the Program, see Section 2.4 for more details.

2.1 SDCP Residential Customers

SDCP is classifying residential customers into two different categories for the upfront incentive associated with this program, (1) Market Rate Customers and Non-Market Rate Customers. Market rate Customers are SDCP customers not enrolled in California Alternate Rates for Energy ("CARE") or Family Electric Rate Assistance ("FERA") and/or not within a Community of Concern. Non-Market Rate Customers are SDCP customers enrolled in CARE, FERA and/or located within a Community of Concern, as defined in Section 2.1.a, Section 2.1.b, and Section 2.1.c., respectively.

2.1.a CARE

Customers can qualify for CARE if they participate in certain public assistance programs listed below or meet the income guidelines [here](#). The income guidelines are updated annually. CARE customers are able to receive a 30% discount on their utility bills.

Public Assistance Programs

- Bureau of Indian Affairs General Assistance
- CalFresh (Food Stamps) / SNAP
- CalWORKs (TANF) or Tribal TANF
- Head Start Income Eligible (Tribal Only)
- Low-Income Home Energy Assistance Program (LIHEAP)
- Medicaid/Medi-Cal for Families A & B
- National School Lunch Program (NSLP)
- Supplemental Security Income (SSI)
- Women, Infants and Children (WIC)

2.1.b FERA

Customers can qualify for FERA if they meet the income guidelines [here](#). The income guidelines are updated annually. FERA customers are able to receive an 18% discount on their utility bills.

2.1.c Communities of Concern

SDCP defines Communities of Concern as any of the following:

1. Disadvantaged communities (“DACs”) as defined by CalEnviroScreen 4.0¹; and/or
2. Low-income communities as defined by California Climate Investments Priority Populations (incomes at or below 80% of the statewide median or below a threshold designated as low-income by the Department of Housing and Community Development)²; and/or
3. Areas defined by SDCP’s member agencies (City of San Diego and Chula Vista currently) within their Climate Equity Index reports.

The distribution of Communities of Concern throughout SDCP’s service territory is shown in Figure 2 below. This map will be updated when Disadvantaged Communities and Priority Populations change, or additional census tracts are added by member agencies.

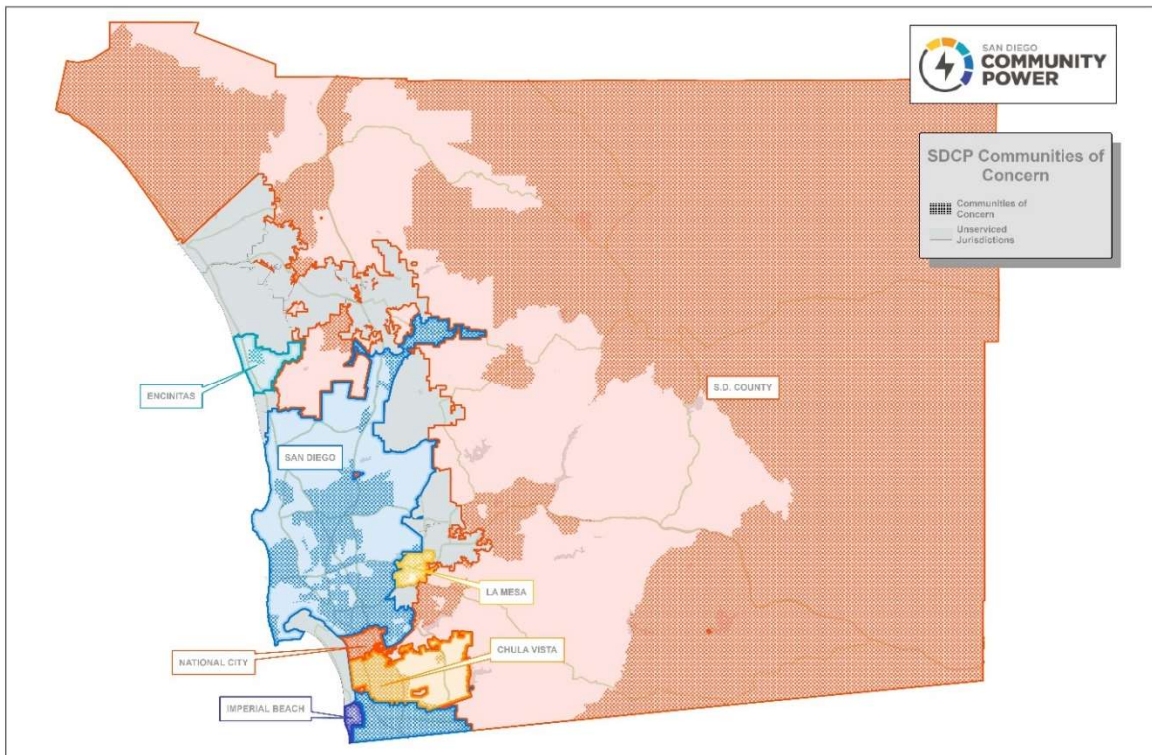


Figure 2. Communities of Concern Map

Contractors approved for the program can log in to the contractor portal and enter the account number or address of a potential customer to see if (1) they are an SDCP customer and (2) if they are CARE/FERA and/or within a SDCP Community of Concern. Contractors will be given authorization to the portal after being approved for the program.

¹ [CalEnviroScreen 4.0 | OEHHA](#)

² [Priority Populations — California Climate Investments](#)

2.2 Customer Eligibility

To be eligible for this Program, SDCP customers must meet the following criteria:

- Must be an active SDCP residential customer.
 - Customers who have opted out must return to SDCP to be eligible.
- System equipment must be interconnected and permitted by the agency having jurisdiction.
- Battery must be fully charged by on-site solar (no grid charging allowed).
- Battery cannot simultaneously be participating (or enrolling) in any other active demand response programs (e.g., emergency load relief program (“ELRP”), demand side grid support (“DSGS”)).
- Existing battery systems are not eligible for the Program.

The Participant Enrollment Application is simple, with a request for information about the participant/project and the terms and conditions (T&Cs) the participant must agree to. The application requests the following information:

- Customer contact information
- Account Number
- Whether they are CARE/FERA and/or within a Community of Concern
- Solar System Size and Estimated Production
- Inverter Manufacturer and Name
- Battery Manufacturer, Product Name, Nameplate Continuous kW and Usable kWh
- Percentage of battery enrolled for summer and winter seasons
- Weekday or weekday & weekend enrollment
- Payee Information
- Signature on application and initials for T&Cs

The participant will always be the homeowner who has the system installed, although SDCP will allow for non-participants to own the system. The battery storage system can be owned by (1) the participant, or homeowner, or (2) a third-party ownership (“TPO”), in the case of a lease or PPA with the participant’s permission as indicated in the Participant Enrollment Application. All program rules must be met regardless of the system owner. In the case where it is TPO, the upfront incentive should go to the system owner, in case of unenrollment and the potential claw back.

The Participant Enrollment Application will be inserted into the contract that the participant signs with the contractor for ease of obtaining approval from participant and to ensure the incentive is for a new battery system. Contractors will submit the application with the contract, on behalf of the participants, to SDCP, as detailed in the next section.

2.3 Contractor Eligibility

SDCP's goal is to foster program engagement through a low-effort enrollment process for contractors. Contractors must be approved by SDCP for participation in the program before they can submit applications for any customers (application signatures must be dated after contractor application approval date). Contractors will complete an application (available in Appendix B) to participate in the program that requests the following information:

1. Company contact information
2. Years of experience and number of batteries installed locally³
3. California State License Board Number and Classifications (C10 or C46)
4. Local office address
5. SGIP registered and actively participating (Y/N)
6. Automated Clearing House ("ACH") payment information
7. *If a contractor is a national solar and storage provider, they will be required to list their local installers to ensure local installers are installing the projects.*

Additionally, contractor will commit to the following requirements by submitting a signed self-certification document:

Program Requirements:

- Comply with the requirements of the Program Manual, incorporated herein by reference.
- Provide accurate participant information to SDCP customers based on the program requirements available on SDCP website or distributed by SDCP staff.
- Attend the mandatory training on program processes, marketing, and communication.
- Uphold a professional degree of workmanship.
- Respond to outages or performance issues within a reasonable timeframe and in accordance with warranty.
- Strive for Participant satisfaction throughout the process and at completion.
- Ensure quality and safety for Participant.
- Follow all program rules and work with SDCP staff in a professional manner.
- Submit and complete Participant Enrollment Applications and other program required documents accurately and within a timely fashion.
- Obtain all appropriate permits to facilitate the installation of solar and storage or add-on storage to an existing solar system.
- Complete interconnection applications accurately.
- Track project timelines and request extensions from SDCP, if needed, and as required by the Program Manual. Note that an extension is required for any delay of six months or more from Participant Enrollment Application approval date.
- Maintain all required training, licenses, insurance, and certifications to competently, expertly and professionally provide the Services of this Program.

³ SDCP will check California's Distributed Generation Statistics webpage to validate local experience

- Honor a minimum ten-year workmanship warranty.

General Terms & Conditions:

- Comply with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Services.
- Shall not use SDCP's name or insignia, photographs of the Program, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP.
- Understand they are an independent contractor and not an employee of SDCP. Contractor shall pay all wages, salaries, and other amounts due to any personnel performing work for the Program, as required by law.
- Procure and maintain insurance for the duration of the Program, in amounts reasonable with industry standards, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Program and require the same for any and all subcontractors.
- Shall defend, indemnify and hold SDCP, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Vendors or agents in connection with the performance of the Program services, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Shall pay and satisfy any judgment, award or decree that may be rendered against SDCP or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse SDCP and its directors, officials, officers, Contractors, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, SDCP, its officials, officers, employees, agents, or volunteers. This shall survive any expiration or termination of the Program.
- Contractor represents that it is an equal opportunity employer, and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of participants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

SDCP will launch a portal for the program approved contractors and battery manufacturers. Contractors will complete the Contractor Application (shown in Appendix B) and submit it to SDCP through the portal. SDCP will verify the Contractor Application and notify the contractor of approval or rejection within 10 business days of submission. If approved, the contractor will need to complete an online training (within the portal) which will provide program details, processes, messaging, and marketing to ensure consistent communication to SDCP customers. Once the training is complete, the contractor will be officially approved for the program and be

able to start submitting Participant Enrollment Applications. If the Contractor Application is not approved for any reason, the contractor may be able to reapply at a later point once the contractor meets the eligibility requirements. SDCP reserves the right to approve or deny contractors for any reason.

SDCP will send the approved contractors the instructions on how to access SDCP's contractor portal webpage with approval. The contractor portal webpage is used by contractors to identify customer eligibility (confirming they are an SDCP customer), check incentive levels, and submit project documentation. Additionally, approved contractors will be listed as such on the program webpage. No individual contractor is eligible to leverage any more than 25% of the fiscal year budget for upfront incentives (both reserved and paid), without prior authorization from SDCP.

2.4 Battery Manufacturer Eligibility

Only SDCP-approved batteries will be eligible for program participation. However, SDCP's goals include providing product optionality to customers based on their needs so SDCP will keep the doors open to new battery manufacturers throughout the program lifecycle. The program webpage provides the current eligible equipment list. Battery Manufacturers must be able to meet program requirements:

- (a) be able to operationalize the program dispatch; and
- (b) share the battery performance data on a quarterly basis.

Additionally, the battery equipment must meet the requirements shown in Section 5.2. Battery manufacturers must sign an agreement (see Appendix C) stating they can operationalize the program dispatch window, share the battery performance data on a quarterly basis via csv or through a control platform, and agree to all program terms. The battery manufacturer will submit the agreement and the equipment specification sheets to SDCP within the portal. SDCP will review the documents to confirm battery equipment meets the program requirements. SDCP staff will notify battery manufacturer of approval and create a database of all approved equipment that can be shared with contractors and customers. Additional details regarding performance requirements are available in Section 5.2.

3. Program Budget

The program budget for the upfront incentives is available on the program webpage and within the contractor and battery manufacturer portal. The budget tracker will show what percentage of the upfront budget has been reserved (participants and contractors will be notified via email (SolarBatterySavings@sdcommunitypower.org) when the associated upfront incentive is reserved for the project) and what percentage of the budget has been paid to Program participants.

If the upfront budget has been fully allocated before the end of each fiscal year (July 1–June 30), projects will be placed on waitlist. If projects are cancelled and additional funding is available before the end of the fiscal year, those projects will be included on a first-come, first-serve basis. There is no guarantee that an applicant will be approved for the program.

The performance incentive will be from a separate budget than the upfront available budget with no limit.

3.1 Reservation

If a Participant’s Enrollment Application requires a minor update or clarification (e.g., incorrect address associated with account number, incorrect incentive calculation) SDCP will notify the Contractor of the update and expect confirmation within five business days. In this scenario, the project incentive reservation will remain reserved for five business days. If there are any potentially disqualifying issues (e.g., account number not found, battery storage system not eligible, information missing), SDCP will notify the contractor and the application will need to be resubmitted, with no reservation of the project incentive. Once the application is approved, SDCP will reserve the funds appropriate for said project and that will be updated within the budget tracker to show reserved funds. The reservation period will last for six months, but if there are issues in meeting that installation timeframe due to other factors, the contractor should notify SDCP of the issues and the estimated installation timeframe and SDCP will extend the reservation for all reasonable requests (e.g., material delays, other open inspections, etc.).

3.2 Waitlist

Once the budget has been fully reserved, SDCP will create a waitlist and provide notifications on the program website about the budget reservation. Applicants on the waitlist understand and agree that an application placed on a waitlist may be subject to new T&Cs and new Program Manual requirements should funding become available. There is no guarantee that additional funding will become available.

4. Program Incentives

4.1 Program Incentives & Key Parameters

All upfront incentives are on a first-come, first-served basis. Once the signed Participant Enrollment Application is submitted to SDCP and approved, participants, contractors, and battery manufacturers (when applicable) will be notified. Additionally, the appropriate upfront incentive will be reserved and once the payment is processed, within 30 days of SDCP receiving the Permission to Operate (“PTO”) letter after the installation has been completed, the incentive will be paid to the appropriate payee (e.g., the participant, the contractor, the battery manufacturer) selected on the Participant Enrollment Application. The selected battery manufacturer will also be notified once the project has been installed. This will be tracked and updated (on a daily basis, at minimum) and shared on the webpage so customers and contractors know how much budget is remaining for upfront incentives for a given fiscal year.

The ongoing, annual performance incentive will be paid in the form of a check or direct deposit annually (at the end of each calendar year) to the homeowner where the system is installed (per the Participant Enrollment Application).

A summary of the key program parameters is shown in Table 1 below.

Table 1. Program Parameters

	Market Rate	Non-Market Rate (CARE, FERA & Communities of Concern)
Solar Upfront Incentive	N/A	Up to \$450/kW-AC ¹
Storage Upfront Incentive	\$350/kWh (nameplate useable capacity)	Up to \$500/kWh ² (nameplate useable capacity)

Storage Performance Incentive	\$0.10/kWh (based on actual performance over the dispatch period during on-peak periods)
# of Events	Daily (weekday only or weekday+weekend)
Dispatch Timing	All passive daily dispatches will align with the on-peak period ³
Event Duration	2-5 hours
Battery Enrollment	Participants can select the percentage of their battery's useable capacity to enroll in the program, with a minimum requirement of 50%
Opt-Out	Battery can underperform by up to 10% of the total enrolled capacity per month
Unenrollment	There will be a prorated claw back associated with the upfront incentive if the participant chooses to unenroll within the first five years

¹Up to based on if participant is eligible for other solar incentives, i.e., SGIP, DAC-SASH and City of San Diego's Solar Equity Program

²Up to based on if the participant is eligible for other upfront storage incentives, i.e., SGIP

³SDCP may introduce active event dispatching for voluntary participation with an increased incentive amount available to participants.

4.2 Incentive Calculations

This Program will include an upfront and a performance incentive. The upfront incentive will be based on nameplate useable capacity (kWh). For Market Rate participants, the upfront incentive will be \$350/kWh. The equation is shown below for an average battery size of 13.4 kWh, and a useable capacity of 10.7 kWh for a Market Rate participant.

Equation 1. Upfront Incentive Calculation – Market Rate

$$10.7 \text{ kWh} * \frac{\$350}{\text{kWh}} = \$3,745$$

For CARE/FERA participants and/or participants within Communities of Concern, the incentive increases to up to \$500/kWh, depending on if they are eligible for SGIP and if SGIP funds are still available. If the participant is approved for SGIP funding, SDCP will pay the difference up to \$500/kWh. SDCP expects contractors to take advantage of all available incentives, such as SGIP. The equation is shown below for an average battery size of 13.4 kWh, and a useable capacity of 10.7 kWh for a Non-Market Rate participant.

Equation 2. Upfront Incentive Calculation – Non-Market Rate (CARE/FERA and Communities of Concern)

$$10.7 \text{ kWh} * \frac{\$500}{\text{kWh}} = \$5,350$$

For the performance incentive, the participant will have the ability to opt out or underperform up to 10% of the enrolled capacity per month. If the battery performs below 90% of the enrolled capacity each month, the participant will forfeit their incentive for that month. The performance incentive is \$0.10/kWh for actual battery capacity dispatched to the site and/or exported to the grid during the two-hour daily dispatch preset by SDCP.

Equation 3. Performance Incentive Calculation

Assuming 60% participation:

$$\frac{10.7 \text{ kWh}}{2 \text{ hours}} * 60\% (\text{participation}) = 3.21 \text{ kW}$$

Assuming perfect performance, the annual incentive calculation would be as follows:

$$3.21 \text{ kW} * 2 \text{ hours} * 365 \text{ days} * \frac{\$0.10}{\text{kWh}} = \$234.33$$

5. Performance Requirements

5.1 Contractor Performance

Contractors are integral to the success of this program delivery. The Program maintains several performance requirements for participating contractors.

5.1.a Quality Assurance and Check

SDCP retains the right to require, via a third-party company employed by SDCP, post-installation quality assurance and quality check inspections on up to the first five (5) projects for any participating contractor. If the contractor is registered with SGIP, they will be exempt from any post-install inspections required by the Program.

5.1.b Issues/Deficiencies

SDCP may report issues or deficiencies to the approved contractors for the following reasons, but not limited to:

- Deficiencies found at the quality assurance and quality check inspection outlined in 5.1.a
- Participant calls about installation issues or battery not performing
- Customer survey feedback where SDCP receives feedback about a specific contractor, which may include misleading sales tactics, inaccurate information shared, poor customer service, unresponsive, and poor installation quality

Upon finding any issues or deficiencies, SDCP will notify the contractor in writing and require any corrective action that needs to be taken within an agreed upon time. If the contractor does not take the proper action within the agreed upon timeframe, the contractor will be put on a probation period where they are unable to submit any new projects until corrective action has been taken to cure all identified deficiencies. If those actions are not met, the contractor may be subject to termination from the Program. Additionally, if engagement in any misconduct is observed, the contractor will be subject to termination. If a contractor is terminated, they will be unable to proceed with any new applications and may require further SDCP engagement with participants in the process to ensure exceptional quality and service. Contractors that are terminated will not be allowed to reapply for five years.

5.2 Battery Requirements

All approved batteries must have the capability to dispatch the battery according to the preset schedule SDCP will provide in advance of participant participation. The battery will be dispatched either through a scheduled daily dispatch or remote dispatch communicated through an industry standard protocol (e.g., OpenADR or IEE2030.5).

All battery storage projects must be paired with an existing or new generating solar system and be capable of discharging every weekday or every day of the year (based on the selection within the application) to the percentage of the energy the equipment is enrolled to deliver. The minimum allowable useable battery capacity for program participation is 50%. The

participant/contractor can select, via the application, to enroll a different percentage of capacity between the summer and winter season. The battery manufacturer must be able to operationalize SDCP's preset dispatch schedule between 4-9 PM.

Each approved battery manufacturer will need to provide SDCP with battery cycling information via a csv template or provide SDCP access to their cloud-based control platform to obtain such information. SDCP will provide a csv template for battery cycling information (shown in Appendix D). All submitted csv submissions by battery manufacturers must be submitted within 10 business days after the end of each quarter, or March, June, September, and December.

The Program only allows for approved battery manufacturers and equipment to participate. Battery manufacturers that wish to participate in the Program will need to provide SDCP data sheets or other documentation which shows the information below.

- Battery must have a single cycle round trip efficiency (SCRTE) of 80% or greater.
- Battery storage systems shall be UL1973 and UL9540 tested and certified. Inverters associated with the system shall be UL1741 and UL174 Supplement A tested and certified.
- Battery storage system must have a minimum 10-year product warranty.

The battery equipment must be able to operationalize the Program and deliver the performance data for a potential of 10 years, understanding the percentage of battery enrollment is associated with the useable capacity, which is expected to downgrade year over year. To be approved as eligible equipment, the battery manufacturers must sign an agreement that they can operationalize the Program with the prescribed batteries and share the data for the required length of time. Batteries that are approved for the Program will be listed on the Program webpage.

6. Program Dispatch

6.1 Dispatch Period

SDCP will provide a daily dispatch strategy before each calendar year to the battery manufacturers that will prioritize customer value and fully align with the on-peak period from 4-9 PM. This program may introduce voluntary active events in future program years with an increased incentive amount available. The 2024-2025 daily dispatch strategy will be a pre-set schedule with a two-hour window; future years may have shorter or longer dispatch windows. Participants can enroll for weekday only or weekday and weekend dispatches.

The contractor will be required to understand the solar system size and battery size to appropriately estimate what capacity the battery can contribute each season during those hours. Each site will be expected to perform at 90% or above of the expected capacity each month and weekday vs. weekday and weekend enrollment.

Dispatch windows and methodology are subject to change annually and will be shared appropriately. The program may include DERMS integration in future program years, when applicable. Battery manufacturers must commit to work with SDCP to either integrate into the DERMS platform or use an alternative mechanism to provide battery performance data to SDCP.

6.2 Underperformance

If a battery dispatches less than 90% of the enrolled capacity, the participant will forfeit the performance payment that month. If a participant continues to underperform and has a consecutive three-month period of performing under 90%, SDCP will consult with the appropriate parties involved to determine reasoning for underperformance and potentially adjust the enrolled capacity to a more realistic value.

6.3 Unenrollment

The participant or contractor can reach out to SDCP's call center or email SolarBatterySavings@sdcommunitypower.org if they would like to unenroll from the program. If the participant unenrolls within the first five years of participation, there will be a prorated claw back on the upfront incentive. For the purposes of this claw back provision, Year 1 begins on the date the PTO letter is received and runs for 365 calendar days. The claw back is defined as shown below based on when the participant unenrolls. For example, if the participant unenrolls within Year 1, they will need to repay 100% of the upfront incentive.

Table 2. Claw back percentages over the first five years of participation

	Year 1	Year 2	Year 3	Year 4	Year 5
Claw back	100%	80%	60%	40%	20%

6.4 Change of Ownership

If the home changes ownership, SDCP must be informed in writing by the original participant that the house is going to be transferring ownership. The new owner is required to contact SDCP via phone or email to update the new owner's contact information to ensure future performance incentive payments will be processed to the new owner.

7. Customer Process

The customer process is shown via a process map in Appendix E. The following are the application process steps:

- 1) Once a customer is interested in the program, customer will connect with their selected, SDCP approved contractor.
- 2) Contractor will verify customer eligibility by entering customer account number into a customer eligibility tool within the portal. If the account is unfound, the account is not an SDCP customer. The customer eligibility tool will also indicate if customers are (1) within a Community of Concern and/or (2) on CARE/FERA and thus eligible for the higher (up to \$500/kWh) upfront incentive.
- 3) After a customer is confirmed eligible, the contractor will develop the proposal for the customer based on their needs and include the Program's Participant Enrollment Application and Program Terms and Conditions (T&Cs) within the customer contract. Please reference Appendix A for the Participant Enrollment Application.
- 4) The customer will sign the contract and the contractor will include the SDCP Participant Enrollment Application within with contract.
- 5) SDCP will review the submitted Participant Enrollment Application within 10 business days of submittal and notify the participant and contractor of approval. The selected

battery manufacturer will also be notified to make them aware of the project. If the project isn't approved, SDCP will notify the contractor and customer of why, and indicate if the application can be resubmitted with adjustments/corrections. The upfront incentive will be reserved for six months. If the project is delayed or cannot be installed within six months, the contractor will be responsible for notifying SDCP and requesting an extension. If no extension is requested, the reserved funds will be returned to the available budget.

- 6) Once the project is approved, the contractor will continue with the normal installation process, which includes, but is not limited to, completing and submitting the interconnection application, completing and submitting the permit request according to city codes, procuring materials, scheduling the installation, completing the commissioning, and scheduling the inspection. Once the installation is complete, the contractor will submit the post-installation documentation which includes:
 - a. PTO Letter;
 - b. Any adjustments to the projects or change orders.
 - i. If a change order is made and the system size changes, SDCP should be notified as soon as possible. Depending on budget availability, participant may only be able to leverage the applied incentive if the nameplate capacity is greater. If there is still budget available, the participant will be able to increase the incentive to the appropriate system size. If the nameplate capacity is reduced, the incentive will be adjusted appropriately.
- 7) SDCP staff will receive the PTO letter and calculate the annual performance incentive. SDCP staff will process the payments via ACH within 30 calendar days after receiving the PTO letter to the appropriate payee.
- 8) Once the PTO letter is submitted, SDCP will notify the battery manufacturer via the portal that the customer is online and participating in the Program. The manufacturer will coordinate the battery dispatch to override the battery's operational settings once installed to confirm participation in the program. Further information specific to the dispatch is provided in the Program Dispatch Section. SDCP will have the manufacturer responsible for ensuring the program is operationalized on their end. The battery manufacturer will submit the battery data quarterly via a csv template or by providing SDCP with access to their cloud-based control platform. Specifically, SDCP will request the following performance data via a template as shown in Appendix D:
 - System owner's name
 - Percentage of enrolled useable capacity
 - Time stamp (15-minute intervals)
 - Battery energy +/- kWh (15-minute intervals)
 - Battery power +/- average kW (15-minute intervals)
 - Battery SOC average % (15-minute intervals)
- 9) At the end of the calendar year, SDCP will perform the quarterly incentive calculations and then process the cumulative calendar year incentive earnings to be paid directly to the participant based on the address on the application. That process will continue for 10 years post-initial enrollment in the Program unless the participant chooses to unenroll. If

the participant decides they want to unenroll, there will be a prorated claw back if it within the first five years. See section 6.3 for details on unenrollment and the associated claw back provision.

Full Process Map is shown in Appendix E.

8. Communications

SDCP understands the complexities of NBT and will provide specific training on the Program to the public to provide access to tools and clear communication regarding the benefits of participating.

SDCP will also provide initial program training to the approved contractors to ensure proper, clear communication about SDCP, the program, and knowledge of the process. Additionally, SDCP will provide messaging and promotional materials. SDCP will allow for co-branding if contractors and/or battery manufacturers submit their logo to be included on promotional materials or request approval from SDCP on anything outside of the messaging or SDCP promotional materials.

9. Non-SDCP Incentives

9.1 Self-Generation Incentive Program

The Center for Sustainable Energy is currently the Program Administrator SGIP⁴ in San Diego Gas & Electric (SDG&E territory. SGIP funding will be focused on Equity and Resiliency customers but expands eligibility requirements for low-income customers to no longer require residing in a deed-restricted or resale-restricted residence for low-income housing. It also expands eligibility to CARE and FERA customers. The incentive levels have been increased and incentives available for solar for equity will be available in 2024 for storage paired systems.

Table 3. SGIP Incentives of March 2024 (incentives subject to change without notification)

Budget Category	Incentive Rate
Equity Resiliency	Storage: \$1.00/Wh
Residential Solar and Storage Equity	Storage: \$1.10/Wh
	Solar: \$3.10/W

Additionally, solar systems could receive an incentive often covering the project cost and storage systems would receive an incentive around 75% of total project cost. If customers are eligible for SGIP, SDCP incentives may be leveraged for the remaining project costs up to \$500/kWh based on the specification sheet's useable nameplate capacity.

9.2 Disadvantaged Community—Single-Family Solar Homes

Grid Alternatives currently implements the statewide DAC-SASH Program⁵. This program provides \$3/W-AC for systems ranging in size between 1-5 kW-AC to cover the cost of the system. SDCP encourages low-income homeowners that reside in a disadvantaged community

⁴ [Program Statistics | SGIP \(sgiptd.org\)](https://www.sgiptd.org/)

⁵ [DAC-SASH | GRID Alternatives \(https://gridalternatives.org/what-we-do/program-administration/dac-sash\)](https://gridalternatives.org/what-we-do/program-administration/dac-sash)

who may qualify to leverage these incentives to reduce the overall upfront cost of the full system.

Additionally, SDCP has a DAC-SASH Readiness Pilot to support with roof repairs and replacements for up to \$20,000 on average for each project. SDCP plans to support at minimum 25 homes with a total budget of \$500,000.

9.3 City of San Diego Solar Equity Program

SDG&E and the City of San Diego established the Solar Equity Program⁶ to support income-qualified households with installing rooftop solar within the city limits.

The table below shows the eligibility income requirements. In addition to the income requirements, customers must be in a single-family home within city of San Diego without an existing solar system. Area Median Income (“AMI”) limits for San Diego County can be accessed at the County of San Diego Housing & Community Development Services⁷.

Table 4. City of San Diego Solar Equity Income Requirements

	Length	Eligibility
Phase 1	6 months (8/1/2023-1/31/2024)	Total household income less than 80% AMI AND located in a Community of Concern
Phase 2	3 months (2/1/2024 – 4/30/2024)	Total household income less than 120% AMI and located in a Community of Concern OR total household income less than 80% AMI
Phase 3	2 months (5/1/2024 – 6/30/2024)	Total household income less than 120% AMI

The program is a 10-year incentive program, funded by SDG&E via the franchise agreement. The program will allocate \$10M total, or \$1M each year. Customers can receive up to \$4 per watt to cover the cost of solar. SDCP will encourage customers who qualify to leverage these incentives.

10. Co-Participation with Active Dispatch Programs

SDCP will require battery equipment to be solely enrolled in SDCP’s Program. Batteries cannot be enrolled in any other load reduction programs, such as the Emergency Load Relief Program, California Energy Commission’s (“CEC”) Demand Side Grid Support (“DSGS”), or other CAISO integrated programs.

Definitions

The purpose of this section is to provide further detail on words and phrases used throughout the document.

Application Programming Interface (“API”): Allow for software applications to communicate, exchanging data and information via specific protocols.

⁶ PROVIDING SAN DIEGO RESIDENTS WITH ACCESS TO SOLAR | San Diego Solar Equity Program (sdsolarequity.org)

⁷ Income Limits AMI Chart (<https://www.sandiegocounty.gov/sdhcd/rental-assistance/income-limits-ami/>)

Battery Manufacturer: An approved battery original equipment manufacturer that is registered and approved for the program, able to operationalize the program dispatch and ensure successful delivery of the enrolled capacity for each customer per the program requirements.

California Alternate Rates for Energy (“CARE”): A program available for income-eligible customers to receive 30% reductions in their utility bills. More details provided in Section 2.1.a.

California Energy Commission (“CEC”): California’s lead energy policy and planning agency that implements the Demand Side Grid Support program among many other initiatives with the goal to procure 100% clean energy.

California Independent System Operator (“CAISO”): Maintains the reliability of the California grid and operates the wholesale energy market.

California Public Utilities Commission (“CPUC”): An agency made up of Governor-appointed Commissioners and hired staff to ensure safe, reliable utilities services to California.

Communities of Concern: Include the top 25% scoring areas from Disadvantaged Communities under CalEnviroScreen 4.0, low-income communities under priority populations (California Climate Investments Priority Populations) and areas defined by our member agencies within the Climate Equity Index report.

Contractor: An approved installer of rooftop PV and/or battery energy storage systems or a national solar and storage provider (a national company that often contracts installs with local installers and can provide a variety of financing options for customers), that works with the participant to determine the system size and best way to optimize the system to meet the participant’s needs. A provider must use their in-house installation team (if applicable) or have local installers that are also approved for the program complete the installation to leverage the incentive.

Customer Contract: The agreement between the contractor and the customer for the solar and storage or storage only (if an existing solar system is already in place) that includes the payment method, system cost, warranty, system sizes and specifications, and more.

Demand Side Grid Support: A state program implemented by the CEC to provide incentives for load reduction for existing/installed distributed energy resources during extreme events.

Disadvantaged Community – Single-Family Solar Homes (“DAC-SASH”): A state program implemented by Grid Alternatives to help disadvantaged communities install solar on residential roofs. More details provided in Section 7.2.

Dispatch Window: The specified time period that SDCP will call upon the battery equipment to discharge to the site and/or the grid on a daily basis. The performance incentive payment will be based on performance during the Dispatch Window.

Distributed Energy Resource Management System: A software platform that communicates with distributed energy resources, or assets such as thermostats, water heater controls, batteries, etc., to modify their operational settings and maximize benefits to the grid.

Emergency Load Relief Program (“ELRP”): A CPUC 5-year pilot launched in 2021 that pays customers for reducing load during CAISO’s Alert, Warning or Emergency process or Flex Alerts.

Energy Export Credit: The value that customers receive for electricity exported to the grid.

Family Electric Rate Assistance (“FERA”): A program available for income-eligible customers to receive 18% reductions in their utility bills. More details provided in Section 2.1.b.

IEE2030.5: A standard communication protocol between the grid and assets.

Kilowatt (“kW”): A derived unit of power (1 Watt = 1 Volt x 1 Amp), equivalent to 1,000 Watts.

Kilowatt-Hour (“kWh”): The energy delivered by 1 kW for one hour.

Market Rate participants are defined as any SDCP residential customers that are not registered with the California Alternate Rates for Energy (“CARE”) or Family Electric Rate Assistance (“FERA”) programs and/or are not located in Communities of Concern as defined in section 2.4.

Net Billing Tariff (“NBT”): A new billing mechanism that went into effect in 2023 where the bill rate a customer is paying for energy is not equivalent to the value distributed to customers for excess generation. Instead, customers are paid an hourly rate (Energy Export Credit) that varies throughout the day, providing higher value in the evening, or on-peak period for excess generation.

Net Energy Metering 2.0 (“NEM 2.0”): The billing mechanism, prior to NBT, that paid customers at the rate they were consuming energy for an excess energy provided back to the grid via solar, battery storage, etc.

Non-Market Rate participants are defined as any SDCP customer registered with the CARE or FERA programs and/or are located within Communities of Concern as defined in section 2.4.

Open Automated Demand Response (“Open ADR”): A standard used for energy management where a signal is sent and the power-using device’s operational settings are modified to reduce load.

Participant: An SDCP customer who is eligible for the program and chooses to participate and receive the incentives through the qualified installation of a solar and storage system and dispatch of energy (Participant and Customer may be used interchangeably).

Payee: The party selected to receive the upfront incentive on the Participant Enrollment Application (e.g., the participant, the contractor, the battery manufacturer)

Permission to Operate (“PTO”): The final step of the installation process where the utility provides the customer with authorization to operate.

Photovoltaic System (“PV System”, “Solar”): A system designed to generate power from sunlight by converting it into electrical energy.

SDCP Portal: A webpage that requires authentication for contractors and battery manufacturers to access. The portal will allow contractors to check for eligibility, submit applications and Letters of PTO and more. The portal will allow battery manufacturers to share the battery performance data quarterly with SDCP.

Power Purchase Agreement (“PPA”): A financing mechanism where the system is owned and operated by a third-party and the customer is paying for the energy generated by the system (common for solar systems).

San Diego Community Power (“SDCP”): A community-driven, not-for-profit public agency that provides clean energy to the San Diego region, specifically Cities of San Diego, Chula Vista, Encinitas, Imperial Beach, La Mesa and National City, as well as the unincorporated communities of San Diego County.

San Diego Gas & Electric (“SDG&E”): The Investor-Owned Utility that provides transmission and distribution for SDCP customers.

San Diego Solar Equity Program: A city program aimed to cover 100% of solar installs (up to 6.5 kW) for income-qualified households within San Diego’s Communities of Concerns (defined by San Diego’s Climate Equity Index). Refer to Section 7.# to learn more.

Self-Generative Incentive Program (“SGIP”): A program available through the CPUC to provide rebates to customers installing solar and energy storage in their residence. Center for Sustainable Energy is the implementer within SDG&E’s service territory.

State of Charge (“SOC”): Measure of the level of charge a battery has remaining in terms of its capacity. 0% indicates an empty battery and 100% indicates a fully charged battery.

Third-Party Ownership (“TPO”): A non-customer responsible for owning and operating the battery energy storage with customer permission through a lease or power purchase agreement.

Useable Capacity: The amount of capacity a battery can store that is available for consumption.

Virtual Power Plant: A system of distributed energy resources that is aggregated together to benefit the grid, resulting in more reliable, stable energy.

Appendix A. Participant Enrollment Application and Terms & Conditions

PARTICIPANT ENROLLMENT APPLICATION

PARTICIPANT / ACCOUNT HOLDER INFORMATION			
Participant Name:	Phone:	Email Address:	
Street Address:	City:	State:	Zip:
Electric Account Number:		Meter Number:	
CARE/FERA? Y / N		Community of Concern? Y / N	

Contractor Name: _____

SOLAR + BATTERY SYSTEM INFORMATION			
Solar System Size: (kW-DC)	Solar System Size: (kW-AC)	Estimated Annual Solar Production: (kWh)	
Inverter Manufacturer:		Inverter Name:	
Battery Manufacturer:	Battery Product Name:	Battery Nameplate Continuous kW:	Battery Usable Nameplate kWh:
<i>Summer Enrolled Battery Capacity (%)</i>		<i>Winter Enrolled Battery Capacity (%)</i>	

**Maximum upfront incentive \$10,000 per site.*

Please select the days you would like to participate in the program below.

All Weekdays

All Weekdays & Weekends

PARTICIPANT AUTHORIZES THIS PAYMENT OF REBATE TO BE PAID TO THE SELECTED PAYEE BELOW AND UNDERSTANDS THAT PARTICIPANT MAY NOT BE RECEIVING A CHECK FROM SDCP BUT MAY SEE A DISCOUNT ON THE SYSTEM COST. PARTICIPANT UNDERSTANDS THAT RELEASE OF THE PAYMENT TO THE THIRD PARTY DOES NOT EXEMPT PARTICIPANT FROM THE TERMS AND CONDITIONS BELOW.

Payee Name: _____ If payee is not the contractor,
Bank Account #: _____ ABA Routing #: _____

PARTICIPANT INCENTIVE PAYMENT OPTIONS	
Upfront Incentive Estimate:	

I certify that all statements made in the application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of this form.

Print Name: _____

Signature: _____ Date: _____

Terms & Conditions Thank you for your participation in San Diego Community Power’s (“SDCP’s”) Solar Battery Savings Program. Current program details can be found within the Program Manual. Participation in this program is voluntary and includes the purchase and installation of an approved battery system by an approved contractor, as defined below. Customers who apply and are approved by SDCP will be required to fully comply with these terms and conditions.

	Market Rate	Non-Market Rate (CARE/FERA & Communities of Concern)
Solar Upfront Incentive	N/A	Up to \$450/kW-AC ¹
Storage Upfront Incentive	\$350/kWh (nameplate useable capacity)	Up to \$500/kWh ² (nameplate useable capacity)
Storage Performance Incentive	\$0.10/kWh (based on actual performance over the dispatch period during on-peak periods)	
Battery Enrollment	Participants can select the percentage of their battery’s useable capacity to enroll in the program, with a minimum requirement of 50%	
Opt-Out	Battery can underperform (or opt-out of daily events) by up to 10% of the total enrolled capacity per month	
Program Unenrollment:	There will be a prorated claw back associated with the upfront incentive if the participant chooses to unenroll within the first five years	

¹Up to based on if participant is eligible for other solar incentives, i.e., SGIP, DAC-SASH and City of San Diego’s Solar Equity Program

²Up to based on if the participant is eligible for other upfront storage incentives, i.e., SGIP

In exchange, participants will receive an upfront incentive distributed to the payee to reduce the system cost and a performance incentive based on actual battery capacity discharged to the site or the grid during the dispatch window to financially motivate participants for discharging their batteries during peak periods. The incentive payments will be paid in accordance with the parameters set forth below. Thank you for your participation and interest in supporting SDCP’s clean energy goals.

By signing this application to participate, Participant agrees to the terms and conditions below. Additionally, participant certifies that the information provided in this application and all supporting documentation are true, accurate, and complete.

1. Definitions.

- a. “Participant” means the residential SDCP customer owning a home at the address where the equipment is installed and maintaining an active account for service to that home. The participant is also who the performance incentive will be paid to.
- b. “Equipment” refers to the solar and storage or add-on storage installed at the participant’s home.
- c. “Payee” refers to the person or company specified on this Participant Enrollment Application who will be receiving the upfront incentive.
- d. “Contractor” refers to the local approved installer or provider (with local approved installers) that the customer is selecting to sign a contract with for installation of the equipment.
- e. “Battery Manufacturer” refers to the manufacturer of the battery and often the operator of the battery after it is installed. The Battery Manufacturer is also approved by the program and operationalizes the battery settings and dispatches based on the program requirements.

2. Participant Eligibility.

- a. SDCP customers must meet the following criteria:
 - i. Must be an active SDCP residential customer.

1. Customers who have opted out must return to SDCP to be eligible.
 - ii. System equipment must be interconnected and permitted by the agency having jurisdiction.
 - iii. Battery must be fully charged by on-site solar (no grid charging allowed).
 - iv. Battery cannot simultaneously be participating (or enrolling) in any other demand response programs (e.g., emergency load relief program (“ELRP”), demand side grid support (“DSGS”)).
 - v. Battery systems must be installed after the application is submitted.
 - b. The battery storage system can be owned by (1) the customer or (2) a third-party ownership (TPO) with the customer’s permission still needed in the Participant Enrollment Application. All program rules must be met regardless of the system owner.
3. **Equipment, Contractor Selection and Contracting.** Participant is responsible for selecting and contracting with an approved contractor and installing battery storage equipment that is approved for the program. The contractor shall be responsible for ensuring that the project meets Program timelines, requirements and applicable laws, regulations, and codes, and that the installation is done by workers that are properly qualified, licensed and insured. The participant acknowledges that if the project installation is delayed beyond six months after the Participant Enrollment Application is approved, the contractor is responsible for requesting an extension and if not requested or approved, the incentives may not be awarded. The participant also acknowledges that SDCP reserves the right to deny any contractor the ability to participate in this Program. Approved contractors can be found on the program webpage. SDCP also has the right to exclude certain equipment from the program. Approved products are also found on the program webpage.
4. **Interconnection Service Agreement and Permitting.** Systems participating must be installed in compliance with the participant’s Interconnection Service Agreement and the local jurisdiction’s permitting requirements.
5. **Upfront Incentives.** Participants who are enrolled will receive an upfront incentive of either \$350/kWh or up to \$500/kWh based on nameplate useable capacity. Participants who are on a CARE/FERA rate or live in an SDCP-designated Community of Concern will receive up to \$500/kWh based on nameplate useable capacity. All other participants will receive \$350/kWh based on nameplate useable capacity. The upfront incentive will be paid to the payee selected in the application. The upfront incentive payment will be processed within 30 days of SDCP receiving the PTO letter from the contractor.
6. **Battery Participation.** Once the PTO letter is received by SDCP, SDCP staff will confirm the battery manufacturer has operationalized the program for that customer within the battery’s settings. Once operationalized, the battery will be officially enrolled in the program and participating the enrolled capacity (minimum 50%) declared on the application page.
7. **Acknowledgement of Access to Equipment, Internet Access, and Participant Data.** Participant agrees that: (1) the equipment has working and reliable internet access in the home where the battery is located; (2) understands expectation to perform to capacity enrolled on application page during the dispatch window and can only rely on the remaining capacity delivered for other on-peak hours or in case of emergencies; (3) is aware that the battery charging and discharging data will be shared with SDCP to calculate the performance incentive and may be summarized within program results and shared publicly (participants will not be individually identified); (4) understands impacts on bill may vary based on percentage of battery enrolled within the program and consumption patterns; (5) approves sharing the application with the selected battery equipment manufacturer when appropriate; and (6) is responsible for complying with all manufacturer’s policies to ensure maximum performance from the battery.
8. **Performance Incentive.** Additionally, participants meeting the program requirements for battery dispatches will receive a performance incentive set at \$0.10/kWh based on actual battery performance during the daily dispatch. The incentive value will be paid for battery capacity going

to the site-load and/or being exported to the grid. The performance incentive will be paid for the lesser of (1) participant's participation duration in the program or (2) ten (10) years. The upfront incentive will be paid within thirty (30) days after receiving the appropriate documentation detailed below. The performance incentive will be paid annually to the participant and delivered to the participant within Q1 in the following year for the previous year of participation, up to ten (10) years based off the battery manufacturer's performance data.

9. **Equipment Performance.** If equipment fails to perform or participant opts out of the daily dispatch by over 10% of the enrolled capacity (noted on Page 1) each month, the participant will forgo their performance incentive payment for that month. If a customer continues to underperform for three consecutive months, SDCP will consult with the appropriate parties involved to determine the reasoning for underperformance and potentially adjust the enrolled capacity to a more realistic value.
10. **Enrollment Conditions.** Participant agrees that enrollment begins upon execution of the Agreement and continues through the first day of participation (once the battery manufacturer operationalizes the battery to the program requirements) after the permission to operate ("PTO") letter has been received and continue for the lesser of (1) the duration of participation or (2) ten (10) years from battery being operationalized. Participants may unenroll at any point by reaching out to SDCP's call center or over email [email], but if Participant unenrolls within the first five years after PTO, there may be prorated claw back on the upfront incentive (details in the Program Manual).
11. **Removal of Equipment.** Participant agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment and components in accordance with all applicable laws, and regulations and codes. The participant assumes all risk and liability associated with the reuse and disposal thereof.
12. **State and Federal Taxes.** Upfront Incentive may be subject to state or federal taxes. Please seek advice from a tax professional.
13. **Program/Terms and Conditions Changes.** SDCP reserves the right, for any reason, to alter or cancel the Program. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the application approval by SDCP.
14. **Communications.** Participant has provided their e-mail address (within the application) for communications about the program and quarterly notification about the cumulative incentive amounts throughout the year. Participant accepts responsibility for the receipt of these communications and any consequences of not receiving them. Additionally, SDCP may request participant feedback while the program is active, and those surveys will be sent to the e-mail address provided on the application.
15. **Removal from Program.** If a participant's battery is underperforming for three consecutive months, SDCP will work with the appropriate parties involved to ensure proper enrollment and operation of the system. If (1) unresponsive within 30 days of SDCP's attempts to communicate or (2) cannot resolve the problem within a determined timeframe (on a project-by-project basis), the participant may be removed from the program and experience a prorated claw back if it's within the first five years of participating.
16. **Change in Home Ownership.** Participants acknowledge that they are required to own the property where the equipment is installed. If the home changes ownership, SDCP must be notified about the change with 30 days advance notice of a sale of the home where the equipment is installed. In the event of a sale, the new owner will assume responsibility for program enrollment and SDCP will transfer performance payments to the new homeowner. The original owner will be paid the cumulative incentive earned to date before the house is sold and then any future performance incentive payments to be paid to the new homeowner.
17. **Limitation of Liability.** To the fullest extent allowed by law, SDCP shall not be liable for any direct, indirect, special, or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repairing, replacement of, or modification to the Equipment.

SDCP does not warrant, endorse, guarantee, or assume liability for the quality, performance, or safety of any product or any contractor, manufacturer, or any other persons involved in the sale, purchase, installation, or any other aspect of the Program. Performance of any product, installation of any materials, and acceptance of materials used is solely the Participant's responsibility.

18. **Governing Law.** The Program, including these terms and conditions, shall be governed by the laws of the State of California. Venue shall be San Diego County.

Appendix B. Contractor Application

SDCP'S SOLAR BATTERY SAVINGS PROGRAM CONTRACTOR SELF-CERTIFICATION

Contractor must complete the application below and submit to:

SolarSavingsBattery@sdcommunitypower.org. Contractor will be notified regarding approval status.

In addition to reviewing the information provided in the application, SDCP will confirm the contractor's standing with the Better Business Bureau and check the California State Licensing Board to confirm active licenses.

COMPANY INFORMATION				
Company Name:				
Contact Name:				
Contact's Phone:		Contact's E-mail:		
Company Local Address:				
City:		State:		Zip:
Years in Business: <i>5 years or more required</i>		# of Local Battery Installs: <i>15 or more installs required</i>		
Sales In House (Y/N):		If no, provide details on sales partners:		
Licenses (CLSB #):				
Minimum workmanship warranty (Yrs) <i>10 years or more required</i>		How many employees?		
Diverse Business Enterprise (Y/N):		Union/Non-Union:		
Any Industry/Trade Certifications?				
Battery Products Certified to Install:				
Active SGIP Participation (Y/N):				
If a solar/storage provider, please list local installers here ⁸ :				
PAYMENT INFORMATION				
Routing/ABA Number:				
Account Number:				

⁸ Local installers must be registered separately for the program

By signing this Self-Certification, Contractor agrees to:

Program Requirements:

- Comply with the requirements of the Program Manual, incorporated herein by reference.
- Provide accurate participant information to SDCP customers based on the program requirements available on SDCP website or distributed by SDCP staff.
- Attend the mandatory training on program processes, marketing, and communication.
- Uphold a professional degree of workmanship.
- Respond to outages or performance issues within a reasonable timeframe and in accordance with warranty.
- Strive for Participant satisfaction throughout the process and at completion.
- Ensure quality and safety for Participant.
- Follow all program rules and work with SDCP staff in a professional manner.
- Submit and complete Participant Enrollment Applications and other program required documents accurately and within a timely fashion.
- Obtain all appropriate permits to facilitate the installation of solar and storage or add-on storage to an existing solar system.
- Complete interconnection applications accurately.
- Track project timelines and request extensions from SDCP, if needed, and as required by the Program Manual. Note that an extension is required for any delay of six months or more from Participant Enrollment Application approval date.
- Maintain all required training, licenses, insurance, and certifications to competently, expertly and professionally provide the Services of this Program.
- Honor a minimum ten-year workmanship warranty.

General Terms & Conditions:

- Comply with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Services.
- Shall not use SDCP's name or insignia, photographs of the Program, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP.
- Understand they are an independent contractor and not an employee of SDCP. Contractor shall pay all wages, salaries, and other amounts due to any personnel performing work for the Program, as required by law.
- Procure and maintain insurance for the duration of the Program, in amounts reasonable with industry standards, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Program and require the same for any and all subcontractors.
- Shall defend, indemnify and hold SDCP, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Vendors or agents in connection with the performance of the

Program services, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Shall pay and satisfy any judgment, award or decree that may be rendered against SDCP or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse SDCP and its directors, officials, officers, Contractors, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, SDCP, its officials, officers, employees, agents, or volunteers. This shall survive any expiration or termination of the Program.

- Contractor represents that it is an equal opportunity employer, and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of participants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

By signing this document, the Contractor agrees that all information provided in this application is accurate and complete. Additionally, the Contractor agrees to comply with the program requirements, including those listed in this self-certification, and in the Program Manual, incorporated herein by reference.

Printed Name: _____

Signature: _____ Date: _____

Appendix C. Battery Manufacturer Agreement

SDCP'S SOLAR BATTERY SAVINGS PROGRAM BATTERY SERVICES APPLICATION

Thank you for your interest in San Diego Community Power ("SDCP")'s Solar Battery Savings Program.

Manufacturing Brand:	
Contact Name(s):	
Contact Email(s):	
Contact Phone:	
Battery Models:	
Inverter Models:	
If integrated with existing DERMs, please list here:	
Current API Integrations:	
Does the battery support IEEE 2030.5 protocol?	
At what interval does the BESS Operator maintain telemetry data? (i.e., 15-minutes, 1 hour, 1 day, etc.). <i>The program requires 15-minute interval minimum.</i>	
ACH Information (Optional):	

Please include specification sheets for each of the battery models to confirm the following minimum performance requirements:

- Single cycle round-trip efficiency of 80% or greater
- Battery Storage: UL1973 and UL9540 tested and certified
- Inverter: UL1741 and UL1741 Supplement A tested and certified
- Warranty of at least 10 years

Battery Services Agreement

This agreement is entered into on the Executed Date by and between [Battery OEM] (“Battery Manufacturer”) and San Diego Community Power (“SDCP”), referred to collectively as “Parties”. This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference.

1. Scope of Services and Term

- a. General Scope of Services. Battery Manufacturer promises and agrees to furnish to SDCP all tools, software, services, and/or customary work necessary to fully and adequately supply SDCP with the grid services performance data for calculating the performance incentive. The Services are more particularly described in Section 2.a. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto, and all applicable local, state, and federal laws, rules, and regulations.
- b. Term. The term of this Agreement shall be ten (10) years following the Executed Date. SDCP reserves the right to amend the Agreement and/or Program Manual, unless earlier terminated as provided herein, and Battery Manufacturers must comply with changes. Battery Manufacturer shall complete the Services within the term of this Agreement and shall meet other established schedules and deadlines.

2. Responsibilities of Battery Manufacturer

- a. Grid Services. Battery Manufacturer will provide SDCP with access to enrolled customers’ battery performance data on a quarterly basis via a .csv template OR provide access for SDCP staff to a cloud-based controls platform so SDCP staff can collect the battery data and calculate the performance incentive for the lesser of (1) the customer’s participation in the program or (2) 10-years. If the Battery Manufacturer opts to provide SDCP with access to the cloud-based control platform, the Battery Manufacturer will make reasonable efforts to ensure it is available and if there is downtime planned, notify SDCP appropriately. In the case where the platform fails to allow SDCP access to the battery performance data, the Battery Manufacturer must provide SDCP with the battery performance data via a .csv file or record zero performance for the month and work with the customer to ensure their satisfaction with the program.
- b. Schedule of Services. Battery Manufacturer shall perform the Services in accordance with the schedule provided. If the Battery Manufacturer selects to share the data via a .csv file, the Battery Manufacturer must submit the completed template within 10 business days after the last day of the quarter (Calendar Year) for a duration of ten-years or be able to integrate into a DERMS platform within the ten-year timeframe to automate the events and data sharing. SDCP will allow flexibility if battery manufacturer is unable to integrate. SDCP will use the data to support the participant in obtaining the performance-based incentives.
- c. Conformance to Requirements. The battery settings must be able to override the operational settings selected by the customer or contractor to dispatch a specific enrolled capacity during a preset schedule provided by SDCP. The preset schedule will be provided for 2024 calendar year once the manufacturer is

approved for the program. Future years will allow for a preset schedule or integration into a distributed energy resource management platform.

- d. Warranties. Battery Manufacturer warrants that it possesses the necessary training, experience, expertise, and skill to competently, expertly, and professionally provide the Services for this Program. Battery Manufacturer warrants to SDCP that the setup for delivering data to SDCP will conform to the specifications set forth in Exhibit A attached hereto and incorporated by reference.
- e. Coordination of Services. Battery Manufacturer agrees to work closely with SDCP staff in the performance of Services and shall be available to SDCP's staff at all reasonable times.
- f. Laws and Regulations. Battery Manufacturer shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Battery Manufacturer shall be liable for all violations of such laws and regulations in connection with Services. If the Battery Manufacturer performs any work knowing it is to be contrary to such laws, rules, and regulations and without giving written notice to SDCP, Battery Manufacturer shall be solely responsible for all costs arising therefrom. Battery Manufacturer shall defend, indemnify, and hold SDCP, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

3. Fees and Payments

- a. Compensation. Battery Manufacturer agrees to perform these services without any direct compensation from SDCP. All Services rendered are Battery Manufacturer's decision to potentially increase market adoption in SDCP's service territory through the upfront and performance incentives that the customers and contractors will receive.

4. General Provisions

- a. Ownership of Materials and Confidentiality.
 - i. Access Restrictions. SDCP will not (a) use the customer battery performance data for the benefit of, anyone other than SDCP; (b) use the customer battery performance data for timesharing or service bureau purposes or otherwise for the benefit of a third-party other than the Participants; (c) use the customer battery performance data in violation of applicable law or the rights of others; (d) take any action or make any omission in violation of Battery Manufacturer that will harm in any way Battery Manufacturer's products.
 - ii. Intellectual Property. All materials and documents which were developed or prepared by the Battery Manufacturer for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Battery Manufacturer. However, unless otherwise identified and stated prior to execution of this Agreement, Battery Manufacturer represents and warrants that it has the right to grant

the exclusive and perpetual license for all such Intellectual Property as provided herein.

- iii. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Battery Manufacturer in connection with the performance of this Agreement shall be held confidentially by Battery Manufacturer. Such materials shall not, without the prior written consent of SDCP, be used by Battery Manufacturer for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project, unless otherwise required by law. Nothing furnished to Battery Manufacturer which is otherwise known to Battery Manufacturer or is generally known, or has become known, to the related industry shall be deemed confidential. Battery Manufacturer shall not use SDCP's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP.
- iv. Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
- v. Attorney's Fees. If either Party commences any action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
- vi. Indemnification. To the fullest extent permitted by law, Battery Manufacturer shall defend (with counsel of SDCP's choosing), indemnify and hold SDCP, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Battery Manufacturer, its officials, officers, employees, subcontractors, Vendors or agents in connection with the performance of the Battery Manufacturer's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Battery Manufacturer shall defend, at Battery Manufacturer's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against SDCP, its directors, officials, officers, employees, agents, or volunteers. Battery Manufacturer shall pay and satisfy any judgment, award or decree that may be rendered against SDCP or its directors, officials, officers, employees, agents, or volunteers, in any such suit,

action or other legal proceeding. Battery Manufacturer shall reimburse SDCP and its directors, officials, officers, Battery Manufacturers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Battery Manufacturer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Battery Manufacturer, the SDCP, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

- vii. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both Parties.
- viii. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County.
- ix. SDCP's Right to Work with Other Battery Manufacturers. SDCP reserves the right to work with other Battery Manufacturers in connection with this Program.
- b. Assignment or Transfer. Battery Manufacturer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement, or any interest herein without the prior written consent of SDCP. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.
- c. Privacy. SDCP will not obtain data or information from, nor control any Product, for which the owner and (if different) the occupant of the Site has not given written consent. In connection with the Program, the Battery Manufacturer and SDCP will comply, with (a) their respective obligations under this Agreement, and (b) all laws and regulations applicable to such Personal Information, such as, to the extent applicable, CAN-SPAN and the Telephone Consumer Privacy Act (TCPA).
- d. Data Security. During the Term, each Party will implement or use commercially appropriate network management and maintenance applications and tools, fraud prevention and intrusion detection systems, and encryption technologies to help protect the security and confidentiality of Confidential Information and Personal Information provided by or on behalf of a Party hereunder against unlawful or accidental access to, or unauthorized processing, disclosure, destruction, damage or loss of such information and data. Additionally, SDCP will use commercially reasonable efforts to prevent unauthorized access to data shared by Battery Manufacturer.
- e. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. All references to Battery Manufacturer include all personnel, employees, and agents of Battery Manufacturer, except as otherwise specified in this Agreement. All references to SDCP include its Board of Directors, officers, employees, agents, and volunteers except as otherwise

specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content, or intent of this Agreement.

- f. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
 - g. Waiver. No waiver of any default shall constitute a waiver of any other default or breach whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
 - h. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
 - i. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
 - j. Equal Opportunity Employment. Battery Manufacturer represents that it is an equal opportunity employer, and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of participants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
 - k. Authority to Enter Agreement. Battery Manufacturer has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each representative Party.
 - l. Counterparts. This agreement may be signed in counterparts, each of which shall constitute an original.
5. **Termination**. Either party may terminate this Agreement if the other party (i) breaches their obligations under this Agreement and fails to cure such breach within thirty (30) days of the receipt of written notice from the other Party describing the nature of the default; or (ii) becomes insolvent, or institutes or has instituted against it insolvency proceedings, or admits in writing its inability to pay its debts generally, or any proceeding is instituted by or against is seeking protection under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property. Additionally, either party may terminate this Agreement for convenience by providing the other party sixty (60) days prior written notice.

SAN DIEGO COMMUNITY POWER

By: _____

Printed Name: _____

Title: _____

Date: _____

[BATTERY MANUFACTURER]

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A: Scope of Work

The battery system must be able to operationalize the program, which includes:

- 1) Ability for the battery manufacturer to override the battery operational settings to dispatch a percentage of the battery's usable capacity during a specified two-hour period provided to the battery manufacturer once enrolled.
- 2) Sharing the battery performance data with SDCP to analyze and calculate the performance incentive (via a Grid Service platform or filling in a csv. template)

The performance data provided to SDCP will include the following features and functionality with respect to the battery/inverter products installed at specific enrolled customers' addresses.

- Customer Address
- Historical Power (updated at 15-minute granularity) for the past 3-months each quarter.
- Historical SOC (updated at 15-minute granularity) for the past 3-months each quarter.

Name	Unit	Description
Time Stamp		Timestamp on the calendar every 15 minutes
Battery Energy	+/- kWh	Cumulative energy over 15-minute interval (- for charging, + for discharging)
Battery Power	+/- kW	Average power during 15-minute interval
Battery SOC	%	Average state of charge during 15-minute interval

Appendix D. Performance Data Submittal File (csv)

Date Time	Month	Hour	2-Hr Dispatch	Battery Discharge (kW)	Battery Discharge (kW)
1/5/24 12:00 AM	1	0			0
1/5/24 1:00 AM	1	1			0
1/5/24 2:00 AM	1	2			0
1/5/24 3:00 AM	1	3			0
1/5/24 4:00 AM	1	4			0
1/5/24 5:00 AM	1	5			0
1/5/24 6:00 AM	1	6			0
1/5/24 7:00 AM	1	7			0
1/5/24 8:00 AM	1	8			0
1/5/24 9:00 AM	1	9			0
1/5/24 10:00 AM	1	10			0
1/5/24 11:00 AM	1	11			0
1/5/24 12:00 PM	1	12			0
1/5/24 1:00 PM	1	13			0
1/5/24 2:00 PM	1	14			0
1/5/24 3:00 PM	1	15			0
1/5/24 4:00 PM	1	16			0
1/5/24 5:00 PM	1	17			0
1/5/24 6:00 PM	1	18			0
1/5/24 7:00 PM	1	19	X		0
1/5/24 8:00 PM	1	20	X		0
1/5/24 9:00 PM	1	21			0
1/5/24 10:00 PM	1	22			0
1/5/24 11:00 PM	1	23			0
1/6/24 12:00 AM	1	0			0
1/6/24 1:00 AM	1	1			0
1/6/24 2:00 AM	1	2			0
1/6/24 3:00 AM	1	3			0
1/6/24 4:00 AM	1	4			0
1/6/24 5:00 AM	1	5			0
1/6/24 6:00 AM	1	6			0
1/6/24 7:00 AM	1	7			0
1/6/24 8:00 AM	1	8			0
1/6/24 9:00 AM	1	9			0
1/6/24 10:00 AM	1	10			0
1/6/24 11:00 AM	1	11			0
1/6/24 12:00 PM	1	12			0
1/6/24 1:00 PM	2	13			0



Customer Information	
Customer ID:	
Summer Committed Energy (kWh):	10
Winter Committed Energy (kWh):	15

Month 1:	
Total Expected kWh:	465
Total Actual kWh:	0

Incentive (\$/kWh):	\$0.10
Total Monthly Incentive Payment:	\$ -

Month 2:	
Total Expected kWh:	435
Total Actual kWh:	0

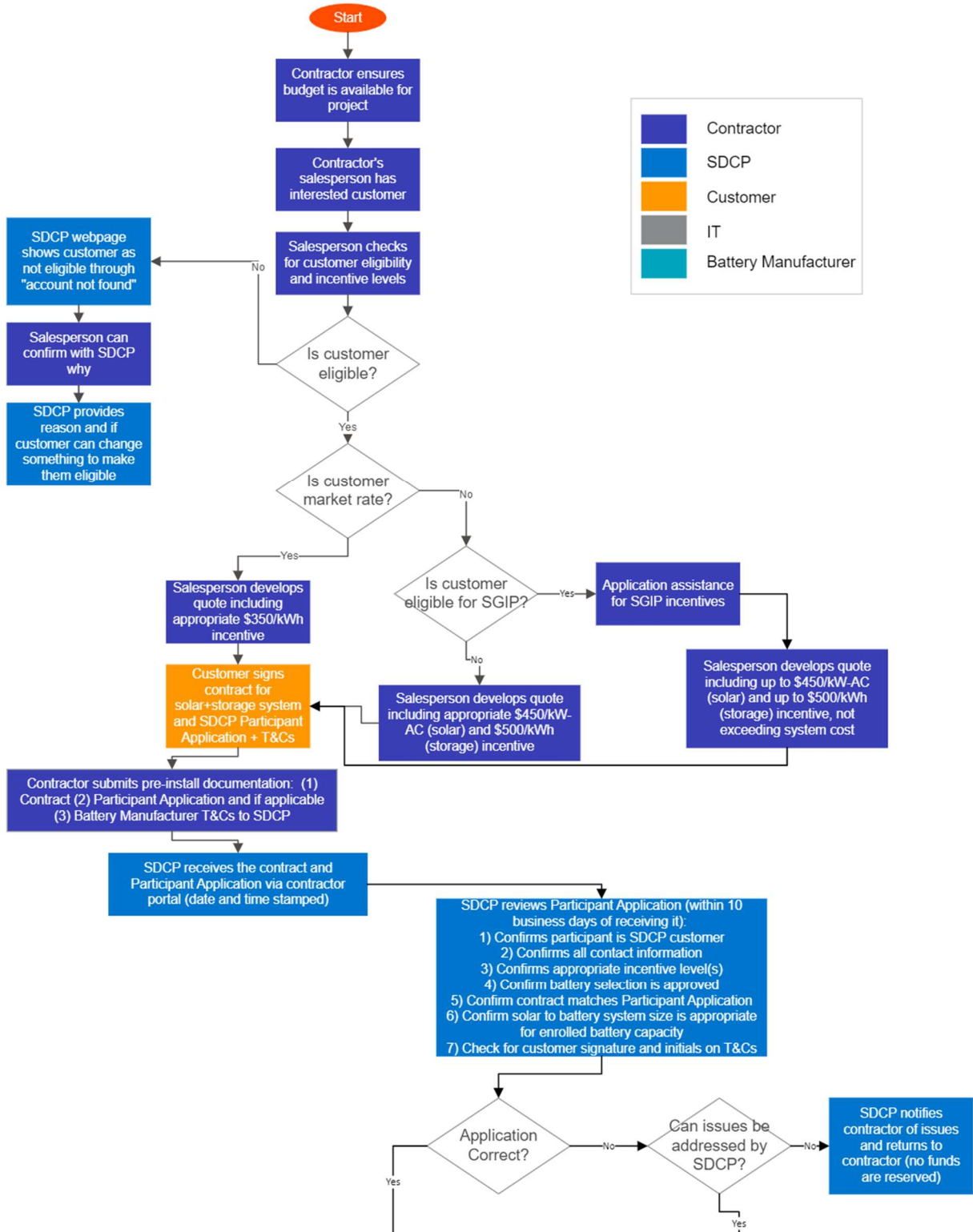
Incentive (\$/kWh):	\$0.10
Total Monthly Incentive Payment:	\$ -

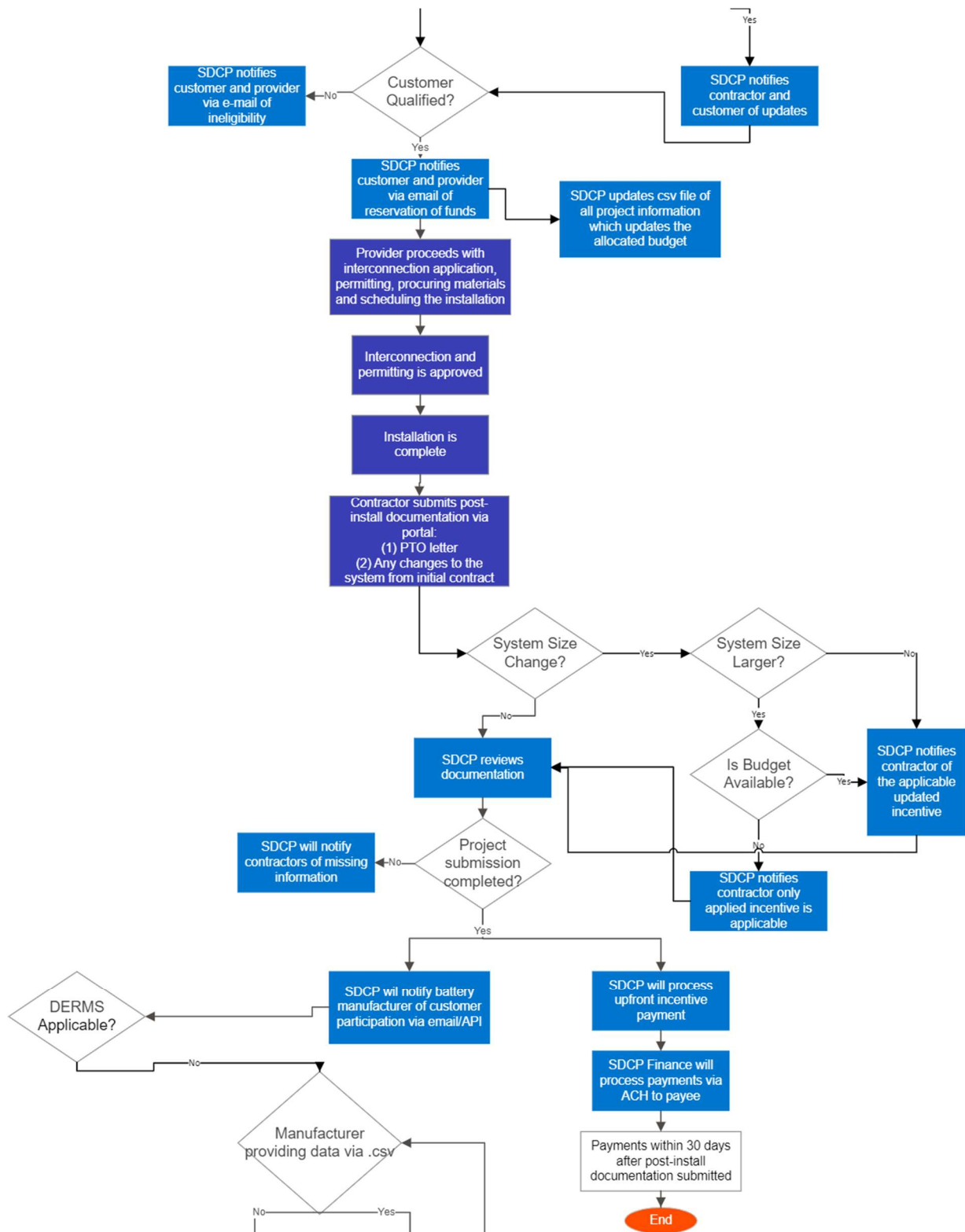
Month 3:	
Total Expected kWh:	465
Total Actual kWh:	0

Incentive (\$/kWh):	\$0.10
Total Monthly Incentive Payment:	\$ -

Quarterly Incentive Payment:	\$ -
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Appendix E. Application Process Map





SDCP notifies customer and provider via e-mail of ineligibility

Customer Qualified?

SDCP notifies contractor and customer of updates

SDCP notifies customer and provider via email of reservation of funds

SDCP updates csv file of all project information which updates the allocated budget

Provider proceeds with interconnection application, permitting, procuring materials and scheduling the installation

Interconnection and permitting is approved

Installation is complete

Contractor submits post-install documentation via portal:
(1) PTO letter
(2) Any changes to the system from initial contract

System Size Change?

System Size Larger?

SDCP reviews documentation

Is Budget Available?

SDCP notifies contractor of the applicable updated incentive

SDCP will notify contractors of missing information

Project submission completed?

SDCP notifies contractor only applied incentive is applicable

SDCP wil notify battery manufacturer of customer participation via email/API

DERMS Applicable?

Manufacturer providing data via .csv

SDCP will process upfront incentive payment

SDCP Finance will process payments via ACH to payee

Payments within 30 days after post-install documentation submitted

End

