DATE: April 4, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Renewal Agreement with Enerwise Global Technologies, Inc., dba CPower

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve a renewal agreement with Enerwise Global Technologies, Inc., dba CPower (CPower), to serve as a Curtailment Service Provider for Southern California Edison’s (SCE) “SCE Resource Adequacy Addendum” (RA).

BACKGROUND:
The City of Inglewood’s Sanford M. Anderson Water Treatment Plant receives electricity from SCE to power large motors and other equipment to produce and distribute potable drinking water to its residents. SCE relies on Curtailment Service Providers such as CPower to enroll customers in programs such as RA. The RA is a tariffed program approved by the California Public Utilities Commission (CPUC) that encourages large energy users to reduce, shift, or curtail their electric demand during peak periods. These companies also provide large electric users with technical support, operating expertise, and pay for their participation based on the SCE tariffed rates per performance kilowatt.

DISCUSSION:
The RA consists of CPower notifying the City of Inglewood’s Public Works Department to lower their energy consumption when an event is called. An event can occur when the electricity demand rapidly approaches the SCE supply, which can be triggered by an increased consumption, due to hot weather or other generation or transmission issues. This will decrease the demand on the SCE grid. The Public Works Department has enrolled the following water facilities:

1. Well No. 2, Crenshaw Boulevard/120th Street;
2. Well No. 7, 101 W. Arbor Vitae Street;
3. North Inglewood Reservoir R-15, 1300 N. Wexham Way;
4. Sanford M. Anderson Water Treatment Plant, 359 N. Eucalyptus Avenue

By participating in the RA Program, the City of Inglewood’s Public Works Department will receive an estimated incentive based on the reduction potential of 310 kilowatts (kW) with a calculated payment rate of $62.71 per kilowatt, as shown in the following tables:
Table 1. RA Payment Rate; Tariff from May 2023 to October 2023.

<table>
<thead>
<tr>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>Payment Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10.45 kW</td>
<td>$10.45 kW</td>
<td>$10.45 kW</td>
<td>$10.45 kW</td>
<td>$10.45 kW</td>
<td>$10.45 kW</td>
<td>$62.71 kW</td>
</tr>
</tbody>
</table>

Table 2. Estimated Incentive Payment for the City of Inglewood

<table>
<thead>
<tr>
<th>Reduction Period (May-October)</th>
<th>Payment Rate x 310 kW</th>
<th>Estimated Incentive for City of Inglewood</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2023</td>
<td>$62.71 X 310 kW</td>
<td>$19,440</td>
</tr>
</tbody>
</table>

When CPower schedules an event, it will notify the Public Works Department a day prior to phase out water production and treatment activities to comply with the RA agreement. Thus, the production wells will be shut off along with the water treatment plant effluent pumps, booster pumps, and associated equipment.

Electrical loads will be reduced between the hours of 4:00 p.m. and 9:00 p.m., Monday through Saturday, excluding national holidays. Events could have a duration between one (1) and four (4) hours. The City will not be asked to reduce a load for more than thirty (30) hours in any given month or no more than three (3) days in a row.

FINANCIAL/FUNDING ISSUES AND SOURCES:
CPower's "SCE Resource Adequacy Addendum" is a no-cost, no-risk program for the participant. Therefore, there is no cost to enroll and no risk of paying penalties for non-compliance. The payments received for the length of the agreement will be deposited into revenue Account Code No. 110-060-6025-6501-00 (Water Utility Fund-Public Works-Water Sales-Commercial).

DESCRIPTION OF ANY ATTACHMENTS
Attachment No. 1 - CPower Master Service Agreement
Attachment No. 2 - CAISO SCE Resource Adequacy Addendum
Attachment No. 3 - Agreement No. 22-161- March 22, 2022

PREPARED BY:
Thomas C. Lee, P.E., Principal Water Engineer
Armando Aguilar, M.S.C.E., D5, Water Operations Manager

COUNCIL PRESENTER:
Louis A. Atwell, P.E., Assistant City Manager/ Public Works Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/ASSISTANT CITY MANAGER APPROVAL: 
Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL: 
Artie Fields, City Manager
Attachment No. 1
CPOWER MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement"), by and between City of Inglewood ("Customer") and Enerwise Global Technologies, LLC d/b/a CPower ("Provider" or "CPower"), also individually and collectively referred to as (a "Party" or "Parties"), is effective as of the last signature date set forth below (the "Effective Date") and will remain in effect until December 31, 2023 unless terminated in accordance with Section 9 below or until such time as the last Addendum entered into by the Parties terminates (the "Term").

Customer hereby authorizes CPower to proceed with enrollment in the program(s) according to the Terms and Conditions herein and in the applicable Addenda attached hereto.

CPOWER

By: ________________________________
Name: Shelley Schopp
Title: SVP Customer Fulfillment
Date: ________________________________
Address: 1001 Fleet Street, Suite 400
Baltimore, MD 21202
Phone: 1-844-CPOWER1, Option 2
Email: contract@cpowerenergymanagement.com
legal@cpowerenergymanagement.com

City of Inglewood

By: ________________________________
Name: James T. Butts, Jr.
Title: Mayor
Date: ________________________________
Address: One Manchester Blvd.
Inglewood, CA 90301
Phone: ________________________________
Email: ________________________________

Attest:

______________________________
Aisha L. Thompson, City Clerk

Approved as to form:

______________________________
Kenneth R. Campos, City Attorney

CONTRACTUAL NOTICES:

All notices given under this Agreement must be in writing. Notices shall be deemed given as of the day received by the addressee via messenger, courier delivery service and addressed to CPower and Customer to the individuals set forth on the signature lines above or to such other individual and address as a Party may give written notice of. Additionally, all notices sent to CPower must also be sent to ATTN: Legal Department to the physical address and email addresses set forth above.

TERMS AND CONDITIONS

Section 1 – General

Provider, as an authorized curtailment service provider, is hereby designated to represent Customer as its energy management services provider for the facilities listed on the accompanying Addenda for the Term of this Agreement and the applicable Addenda. Terms used and not otherwise defined shall have the meaning given them in the respective Regional Transmission Organizations ("RTO"), Independent System Operators ("ISO") or utility’s governing tariff, program rules, and/or covenants.
Section 2 – Customer Payments
Payments from programs result from Customer’s active program participation as well as satisfactory compliance with all related program rules and the terms of this Agreement and the applicable Addenda. Customer’s payment schedule may vary per program structure. Provider shall pay Customer as defined in the applicable Addenda of this Agreement. Customer acknowledges that all program, market rules, earnings and/or payment terms are subject to change in the event program rules, market rules and/or other applicable laws change. When permitted by applicable program rules, Provider retains the right to reduce offers submitted by Customer when deemed prudent for risk mitigation, which may affect Customer’s payments hereunder.

Section 3 – Customer Obligations and Underperformance
Customer shall provide Provider with all data, forms and documentation as required by program rules or as reasonably requested by Provider. Customer will inform Provider in the event of any change in utility information within forty-five (45) days of the effective date of the change.

Customer’s participation in programs is subject to acceptance of the registration by the applicable RTO/ISO or utility, program compliance with RTO/ISO or utility rules, as well as compliance with its commitment to curtail in accordance with this Agreement and the applicable Addenda. Where permitted by program rules, Provider has sole discretion to suspend Customer’s participation or withdraw active registration/nomination if Customer fails to comply with the foregoing. If Provider cancels Customer’s participation in accordance with the applicable program rules, Customer will forfeit any unpaid amounts as of the date of such cancellation, regardless of whether Customer has partially performed.

If distributed generation or back-up generator(s) are used for program participation, it is the responsibility of Customer to adhere to all local, state, and federal requirements, environmental laws, regulations, use and zoning permits, operational specifications, and maintenance requirements of its generator(s). Customer must provide Provider information relating to its generator(s) including, but not limited to, manufacture, make, model, serial number, manufacture date, installation date, and emission certification. Upon request, Customer must provide Provider with copies of all relevant permits or proof of compliance required to utilize a generator. Failure of Customer to provide copies of such permits may result in an adjustment to program registration, cancellation of program registration or Termination for Cause (as defined below) of the Agreement by Provider. Further, and notwithstanding anything in this Agreement to the contrary, Customer will indemnify Provider against any liabilities, claims, expenses, or damages based upon the ownership or use of its distributed generation or back-up generators.

Customer will notify Provider as soon as possible in the event Customer becomes aware that it is, or will become, unable to provide its committed curtailment amount. Where permitted by the applicable program rules, Provider has the right, but not the obligation, to satisfy any underperformance by Customer.

In the event the RTO/ISO, utility, or a governmental body assesses any penalties and/or costs against Provider pursuant to the applicable program rules resulting from Customer’s actions or inaction hereunder, then Provider will be entitled to deduct any such penalties and/or costs from Customer’s current or future program payments to satisfy such penalties or costs in full with no ‘out of pocket’ payments necessary from Customer in excess of such current or future program payments, except as otherwise provided for in this Agreement or any Addendum.

Section 4 - Indemnification and Limitations of Liability
Provider shall defend, indemnify and hold harmless Customer against any and all damages, losses, liabilities, judgments, awards and costs (including reasonable attorneys’ fees and expenses) (collectively, “Loss”) in any third-party claim, action, lawsuit or proceeding (individually and collectively, “Claim”) arising out of an allegation that Provider’s negligent actions or omissions caused a Loss. Provided, however, that the foregoing obligation to indemnify will not apply if Customer’s actions or inactions were in any way a contributing factor to the Claim (by way of example only, if a Claim is based, in part, on Customer’s underperformance, Provider shall have no obligation to indemnify Customer). Customer shall defend, indemnify, and hold harmless Provider against any Loss in any Claim arising out of an allegation that Customer’s negligent actions or omissions caused a Loss. Provided, however, that the foregoing obligation to indemnify will not apply if Provider’s actions or inactions were in any way a contributing factor to the Claim.

---

Account Representative: Diane Wiggins nonstd (sw)  
Printed: 2/15/2023

Version A4 ©2023 CPower.

All rights reserved. The offering herein is sold and contracted by Enerwise Global Technologies, LLC d/b/a CPower. Errors and omissions excepted.
Neither Party shall be liable for any special, indirect, or consequential damages arising in any manner from its performance under this Agreement. The total liability of either Party hereunder will be limited to the actual dollar amount that was paid directly to Customer pursuant to the Addendum at issue in the year prior to which the claim was made (by way of example only, if the claim is made in June of 2022, the total amount of liability of either Party cannot exceed the actual dollar amount paid to Customer in 2021). If the claim arises in the first year of the Agreement, then the total liability is limited to the actual dollar amount that has been paid directly to Customer pursuant to the Addendum at issue as of the date the claim is made. The limitation of liability set forth in this Section 4 shall not apply to fines, penalties or costs addressed in Section 3.

Section 5 - Confidentiality
The Parties may provide (the “Disclosing Party”) proprietary information ("Proprietary Information") to the other (the "Recipient") during the Term of this Agreement. The Parties agree to treat such Proprietary Information as confidential and proprietary and to protect the disclosure of such Proprietary Information to any third-party. The Recipient will use such care with Disclosing Party’s Proprietary Information as it uses to protect its own confidential information, but in no case less care than is commercially reasonable and within industry standards. Information and materials will be considered Proprietary Information regardless of the form or manner of disclosure or whether when provided it is marked “CONFIDENTIAL” or with a similar designation. Provider Proprietary Information includes, but is not limited to, any reports generated, any pricing information, and this Agreement. This Agreement imposes no obligation of confidentiality on Recipient with respect to information that: (a) was in the possession of Recipient before its receipt from the Disclosing Party, including as part of Recipient’s own development process; (b) is or becomes available to the public through no fault of Recipient; (c) is independently developed by such Recipient without reference to or use of a Disclosing Party’s Proprietary Information; (d) is received by Recipient in good faith from a third party having no duty of confidentiality to the Disclosing Party; or (e) is disclosed pursuant to law, regulation or lawful order or process. Provider may access and use Customer data to provide services to Customer and Provider shall have no obligation of confidentiality as it relates to providing Proprietary Information to a RTO, ISO, utility or other third party where such information is required for registration or facilitation of the program. Further, Customer agrees that: (i) Provider and its third-party contractors may collect and use Customer building data and related data, as long as any external use of the data is reported in an anonymous basis that does not personally identify Customer or any individual, and (ii) Provider may share any Proprietary Information with its affiliates and its and their employees, financing parties, investors, representatives and other agents, advisors and consultants.

Section 6 - Assignment
Neither Party may assign any of its rights or obligations under this Agreement without the other Party’s prior written consent, which shall not be unreasonably withheld. Provider, however, may transfer and assign this Agreement without Customer’s consent to any person or entity that is a subsidiary or affiliate of Provider, a financing party of Provider, a successor to Provider, or that acquires all or any portion of the stock or assets of Provider.

Section 7 - Interval Meter Data and Metering
Interval meter data is a requirement in the programs. Therefore, interval meters must be installed before Customer can be accepted into the applicable program. Additional information regarding metering options for specific programs is set forth in the applicable Addenda. Metering fees are subject to change.

Section 8 - Enrollment
In addition to the terms contained in any Addendum or Account Confirmation Schedule executed by the Parties, either Party may, via email, propose supplemental utility account(s) to be enrolled in a program covered by the applicable Addendum (a "Proposal"). The recipient will accept or reject any such Proposal via e-mail. In the event of a rejection, such Proposal shall have no force and effect, and if so accepted, Provider shall utilize reasonable efforts to enroll the utility account(s) contained in the Proposal in the relevant program. It is hereby agreed that a Proposal shall not be considered as part of this Agreement until it is accepted by the recipient Party.

Section 9 - Termination
Either Party may terminate the Agreement immediately upon the other Party’s material breach of any obligation of this Agreement, provided such breach remains uncured for a period of ten (10) days after being provided with written notice thereof ("Termination For Cause"). Provider shall also be entitled to terminate this Agreement upon ten (10) days written notice if Provider’s ability to provide services under this Agreement is negatively impacted by a regulatory change.
Section 10 – Entire Agreement
This Agreement and applicable Addenda, Amendments, Account Schedules, added hereto constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements or communications with respect to such subject matter. This Agreement, the Addenda, Amendments, and the Account Schedules shall not be modified in any manner unless in writing and signed by both Parties. Each of the Parties hereto waives any right to trial by jury with respect to any claim or action arising under this Agreement.
Attachment No. 2
SCE RESOURCE ADEQUACY ADDENDUM

This SCE Resource Adequacy Addendum ("Addendum") is effective as of the last signature date set forth below ("Effective Date") by and between Enerwise Global Technologies, LLC d/b/a CPower ("CPower" or "Provider") and City of Inglewood ("Customer").

This Addendum is executed pursuant to and is governed by the terms and conditions of the Master Service Agreement ("MSA") between Customer and Provider which is incorporated herein by reference. All terms not otherwise defined herein shall have the meaning ascribed to them in the MSA.

1. Definitions.

"Capacity Payment": For Program Periods without events or tests, calculated by multiplying the Commitment Value for that Program Period by the $/kW incentive for the same Program Period. For Program Periods with tests or events, calculated by multiplying the average hourly Curtailment Value (not to exceed the Commitment Value) by the $/kW incentive for the Program Period.

"Curtailment Value": The average of the actual hourly kilowatt (kW) load reduction that Customer delivers during tests or events across a Program Period.

"Commitment Value": The hourly committed demand reduction that Customer agrees to deliver during events or tests for each Program Period. This value may be adjusted by Provider with written notice to Customer via program notification email.

"Fossil Fueled Generation Resources": Any power station or electric generator powered by fossil fuels including natural gas, petroleum products or coal.

"Program Period": May - October

"SCE": Southern California Edison.

2. Program. Provider agrees to facilitate and manage Customer's participation in the Resource Adequacy Program ("RA" or "Program") managed by SCE ("Utility" or "Program Administrator"), subject to Customer meeting all requirements of the Program (as amended, modified or supplemented from time to time, the "Program Rules") and fulfilling all obligations as set forth in the MSA, herein and under applicable regulations emanating from the California Independent System Operator (CAISO) or the California Public Utilities Commission (CPUC). Customer hereby represents and warrants that it and its accounts shall comply with the Program Rules. Provider may access and share Customer data with a third party as required for registration or facilitation of the Program.

<table>
<thead>
<tr>
<th>Program Terms:</th>
<th>SCE – Resource Adequacy (RA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Months of Operation: Summer season</td>
<td>May – October</td>
</tr>
<tr>
<td>Event Hours:</td>
<td>4PM – 9PM*</td>
</tr>
<tr>
<td></td>
<td>*Subject to change. Notice of changes will be provided.</td>
</tr>
<tr>
<td>Event Duration:</td>
<td>1-4 hours; offer must be 4 hours per day</td>
</tr>
<tr>
<td>Event Days:</td>
<td>Monday - Saturday</td>
</tr>
<tr>
<td>Notification:</td>
<td>Day Ahead or Day Of (Day-Of is voluntary)</td>
</tr>
<tr>
<td>Maximum Events:</td>
<td>30 hours per month or no more than 3 days in a row</td>
</tr>
<tr>
<td>Event or Test Trigger:</td>
<td>Economic</td>
</tr>
</tbody>
</table>

3. Administration and Customer Responsibilities.

- **Program Notifications.** Prior to the start of the Program term, Provider will use commercially reasonable efforts to email Customer its Commitment Value as the basis for performance evaluation in events or tests. Provider requires eighty (80) days' notice for Commitment Value changes.

- **Dispatch/Deployment and Mandatory Customer Performance.** Customer understands and agrees that the Program Administrator or Provider may call a test or event at any time. When events or tests are called, Provider will use commercially reasonable efforts to send Customer an email, text or contact Customer via phone notifying Customer of the event or test in accordance with Program notification requirements. Customer...
understands that events and tests are mandatory, and upon receipt of such notification, Customer shall curtail its Commitment Value in accordance with the Program Rules and the details of the test or event. Customer must provide Provider with email addresses and phone numbers to be used by Provider for notification purposes upon execution of this Addendum. It is Customer’s responsibility to keep this information current (i.e. dispatch, notification, accounting, etc.). Customer shall immediately notify Provider of any change to such information.

- **Fossil Fuel Requirement.** Customer agrees to provide verification, information, and/or other documentation required for fossil fuel prohibition compliance, as requested by Provider.

- **Metering.** If the required interval level data is not available in the manner required by the Program Rules or if Customer chooses to have access to real time interval load data, Provider will install a data acquisition (“DA”) logger. Title to such metering equipment will pass to Customer upon installation. Meter installation and service fees will be agreed in a separate written agreement between Customer and Provider.

- **Pulse Output.** Should Program require or Customer choose installation of DA equipment, Customer authorizes Provider and its designated contractor to request and have utility install a pulse output device at Customer’s revenue meter. Customer also authorizes Provider to request and receive Customer’s interval load data from the revenue meter.

- **Account Confirmation Schedule.** The attached Account Confirmation Schedule confirms each utility account to be enrolled in the Program and the Commitment Value for each account.

4. **Term.** Customer commits to the Program for the term identified in the Account Confirmation Schedule (“Term”).

This Addendum is subject to SCE Program availability each Program Period. If CPower is not able to participate in the Program for any reason, CPower reserves the right to terminate this Addendum without penalty.

5. **Payments.** For participating in the Program, in addition to the payment terms set forth in the MSA and per Program Rules, Provider will pay to Customer **$62.71** per performance kW according to the monthly schedule indicated below for Capacity Payment:

<table>
<thead>
<tr>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10.45</td>
<td>$10.45</td>
<td>$10.45</td>
<td>$10.45</td>
<td>$10.45</td>
<td>$10.45</td>
</tr>
</tbody>
</table>

Capacity prices are subject to change each Program Period. Updated pricing will be communicated to Customer prior to each Program Period. Customer performance over 75% of Commitment Value is required to receive a Capacity Payment. In any month during which a test is dispatched by SCE, Customer performance will be based solely on the test.

Payment will be made to Customer within sixty (60) days of settlement with Program Administrator at the end of the relevant Program Period. Payment to Customer is contingent on Provider’s receipt of payment from the Program Administrator.

Fossil Fueled Generation Resources are not permitted for Customer curtailment under any California demand response program beginning January 1, 2018. Signing of this Addendum is an attestation that the Customer has a curtailment plan that will not include Fossil Fueled Generation Resources.

[Signature Page Follows]
City of Inglewood

By: 
Name: James T. Butts, Jr.
Title: Mayor
Date: 
Address: One Manchester Blvd.
Inglewood, CA 90301
Phone: 
Email:

Attest:

Aisha L. Thompson, City Clerk

Approved as to form:

Kenneth R. Campos, City Attorney
CPOWER ACCOUNT CONFIRMATION SCHEDULE
CUSTOMER: City of Inglewood
PROGRAM: SCE Resource Adequacy

<table>
<thead>
<tr>
<th>#</th>
<th>UDC</th>
<th>UDC Account Number</th>
<th>Facility Name/Store #</th>
<th>Service Address</th>
<th>Start Date</th>
<th>End Date</th>
<th>Commitment Value (kW)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SCE</td>
<td>8004428360</td>
<td>North Inglewood</td>
<td>1300 N Wexham Way Inglewood, CA 90302</td>
<td>05/01/2023</td>
<td>10/31/2023</td>
<td>50.0</td>
</tr>
<tr>
<td>2</td>
<td>SCE</td>
<td>8003740936</td>
<td>Sanford M. Anderson</td>
<td>300 W Beach Ave Inglewood, CA 90302</td>
<td>05/01/2023</td>
<td>10/31/2023</td>
<td>110.0</td>
</tr>
<tr>
<td>3</td>
<td>SCE</td>
<td>8005085615</td>
<td>Water Treatment Plant</td>
<td>101 W Arbor Vitae St Inglewood, CA 90301</td>
<td>05/01/2023</td>
<td>10/31/2023</td>
<td>85.0</td>
</tr>
<tr>
<td>4</td>
<td>SCE</td>
<td>8002092519</td>
<td>Well #7</td>
<td>Crenshaw/120Th St Inglewood, CA 90303</td>
<td>05/01/2023</td>
<td>10/31/2023</td>
<td>65.0</td>
</tr>
</tbody>
</table>

CPOWER

By: __________________________________________
Name: Shelley Schopp
Title: SVP Customer Fulfillment
Date: ___________________________
Address: 1001 Fleet Street, Suite 400
         Baltimore, MD 21202
Phone: 1-844-CPOWER1, Option 2
Email: contract@cpowerenergymanagement.com
       legal@cpowerenergymanagement.com

City of Inglewood

By: __________________________________________
Name: James T. Butts, Jr.
Title: Mayor
Date: ___________________________
Address: One Manchester Blvd.
         Inglewood, CA 90301
Phone: ___________________________
Email: ___________________________
Attest: ___________________________
Aisha L. Thompson, City Clerk
Approved as to form:

Kenneth R. Campos, City Attorney
Attachment No. 3
CPOWER MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”), by and between City of Inglewood (“Customer”) and Enerwise Global Technologies, LLC d/b/a CPower (“Provider” or “CPower”), also individually and collectively referred to as a “Party” or “Parties”, is effective as of the last signature date set forth below (the “Effective Date”) and will remain in effect until December 31, 2022 unless terminated in accordance with Section 9 below or until such time as the last Addendum entered into by the Parties terminates (the “Term”).

Customer hereby authorizes CPower to proceed with enrollment in the program(s) according to the Terms and Conditions herein and in the applicable Addenda attached hereto.

CPOWER

By: ____________________________
Name: Shelley Schopp
Title: SVP Customer Fulfillment
Date: 2022-03-31
Address: 1001 Fleet Street, Suite 400
Baltimore, MD 21202
Phone: 1-844-CPower1, Option 2
Email: contract@cpowerenergymanagement.com
legal@cpowerenergymanagement.com

City of Inglewood

By: ____________________________
Name: James T. Butts, Jr.
Title: Mayor
Date: ____________________________
Address: One Manchester Blvd.
Inglewood, CA 90301
Phone: ____________________________
Email: ____________________________

Attest:
_______________________________
Aisha L. Thompson, City Clerk
Approved as to form:
_______________________________
Kenneth R. Campos, City Attorney

CONTRACTUAL NOTICES:

All notices given under this Agreement must be in writing. Notices shall be deemed given as of the day received by the addresses via messenger, courier delivery service and addressed to CPower and Customer to the individuals set forth on the signature lines above or to such other individuals and address as a Party may give written notice of. Additionally, all notices sent to CPower must also be sent to ATTN: Legal Department to the physical address and email addresses set forth above.

TERMS AND CONDITIONS

Section 1 – General
Provider, as an authorized curtailment service provider, is hereby designated to represent Customer as its energy management services provider for the facilities listed on the accompanying Addenda for the Term of this Agreement and the applicable Addenda. Terms used and not otherwise defined shall have the meaning given them in the respective Regional Transmission Organizations (“RTO”), Independent System Operators (“ISO”) or utility’s governing tariff, program rules, and/or covenants.

Account Representative: John Desper roestid (sw)
Printed: 2/8/2022
Version A4 ©2022 CPower.
All rights reserved. The offering herein is sold and contracted by Enerwise Global Technologies, LLC d/b/a CPower. Errors and omissions excepted.
Section 2 – Customer Payments
Payments from programs result from Customer’s active program participation as well as satisfactory compliance with all related program rules and the terms of this Agreement and the applicable Addenda. Customer’s payment schedule may vary per program structure. Provider shall pay Customer as defined in the applicable Addenda of this Agreement. Customer acknowledges that all program, market rules, earnings and/or payment terms are subject to change in the event program rules, market rules and/or other applicable laws change. When permitted by applicable program rules, Provider retains the right to reduce offers submitted by Customer when deemed prudent for risk mitigation, which may affect Customer’s payments hereunder.

Section 3 – Customer Obligations and Underperformance
Customer shall provide Provider with all data, forms and documentation as required by program rules or as reasonably requested by Provider. Customer will inform Provider in the event of any change in utility information within forty-five (45) days of the effective date of the change.

Customer’s participation in programs is subject to acceptance of the registration by the applicable RTO/ISO or utility, program compliance with RTO/ISO or utility rules, as well as compliance with its commitment to curtail in accordance with this Agreement and the applicable Addenda. Where permitted by program rules, Provider has sole discretion to suspend Customer’s participation or withdraw active registration/nomination if Customer fails to comply with the foregoing. If Provider cancels Customer’s participation in accordance with the applicable program rules, Customer will forfeit any unpaid amounts as of the date of such cancellation, regardless of whether Customer has partially performed.

If distributed generation or back-up generator(s) are used for program participation, it is the responsibility of Customer to adhere to all local, state, and federal requirements, environmental laws, regulations, use and zoning permits, operational specifications, and maintenance requirements of its generator(s). Customer must provide Provider information relating to its generator(s) including, but not limited to, manufacture, make, model, serial number, manufacture data, installation date, and emission certification. Upon request, Customer must provide Provider with copies of all relevant permits or proof of compliance required to utilize a generator. Failure of Customer to provide copies of such permits may result in an adjustment to program registration, cancellation of program registration or Termination for Cause (as defined below) of the Agreement by Provider. Further, notwithstanding anything in this Agreement to the contrary, Customer will indemnify Provider against any liabilities, claims, expenses, or damages based upon the ownership or use of its distributed generation or back-up generators.

Customer will notify Provider as soon as possible in the event Customer becomes aware that it is, or will become, unable to provide its committed curtailment amount. Where permitted by the applicable program rules, Provider has the right, but not the obligation, to satisfy any underperformance by Customer.

In the event the RTO/ISO, utility, or a governmental body assesses any penalties and/or costs against Provider pursuant to the applicable program rules resulting from Customer’s actions or inaction hereunder, then Provider will be entitled to deduct any such penalties and/or costs from Customer’s current or future program payments to satisfy such penalties or costs in full with no out of pocket payments necessary from Customer in excess of such current or future program payments.

Section 4 – Indemnification and Limitations of Liability
Provider shall defend, indemnify and hold harmless Customer against any and all damages, losses, liabilities, judgments, awards and costs (including reasonable attorneys’ fees and expenses) (collectively, “Loss”) in any third-party claim, action, lawsuit or proceeding (individually and collectively, “Claim”) arising out of an allegation that Provider’s negligent actions or omissions caused a Loss. Provided, however, that the foregoing obligation to indemnify will not apply if Customer’s actions or inactions were in any way a contributing factor to the Claim (by way of example only, if a Claim is based, in part, on Customer’s underperformance, Provider shall have no obligation to indemnify Customer). Customer shall defend, indemnify, and hold harmless Provider against any Loss in any Claim arising out of an allegation that Customer’s negligent actions or omissions caused a Loss. Provided, however, that the foregoing obligation to indemnify will not apply if Provider’s actions or inactions were in any way a contributing factor to the Claim.
Neither Party shall be liable for any special, indirect, or consequential damages arising in any manner from its performance under this Agreement. The total liability of either Party hereunder will be limited to the actual dollar amount that was paid directly to Customer pursuant to the Addendum at issue in the year prior to which the claim was made (by way of example only, if the claim is made in June of 2022, the total amount of liability of either Party cannot exceed the actual dollar amount paid to Customer in 2021). If the claim arises in the first year of the Agreement, then the total liability is limited to the actual dollar amount that has been paid directly to Customer pursuant to the Addendum at issue as of the date the claim is made. The limitation of liability set forth in this Section 4 shall not apply to fines, penalties or costs addressed in Section 3.

Section 5 – Confidentiality
The Parties may provide (the "Disclosing Party") proprietary information ("Proprietary Information") to the other (the "Recipient") during the Term of this Agreement. The Parties agree to treat such Proprietary Information as confidential and proprietary and to protect the disclosure of such Proprietary Information to any third-party. The Recipient will use such care with Disclosing Party’s Proprietary Information as it uses to protect its own confidential information, but in no case less care than is commercially reasonable and within industry standards. Information and materials will be considered Proprietary Information regardless of the form or manner of disclosure or whether when provided it is marked “CONFIDENTIAL” or with a similar designation. Provider Proprietary Information includes, but is not limited to, any reports generated, any pricing Information, and this Agreement. This Agreement imposes no obligation of confidentiality on Recipient with respect to information that: (a) was in the possession of Recipient before its receipt from the Disclosing Party, including as part of Recipient’s own development process; (b) is or becomes available to the public through no fault of Recipient; (c) is independently developed by such Recipient without reference to or use of a Disclosing Party’s Proprietary Information; (d) is received by Recipient in good faith from a third party having no duty of confidentiality to the Disclosing Party; or (e) is disclosed pursuant to law, regulation or lawful order or process. Provider may access and use Customer data to provide services to Customer and Provider shall have no obligation of confidentiality as it relates to providing Proprietary Information to a RTO, ISO, utility or other third party where such information is required for registration or facilitation of the program. Further, Customer agrees that: (i) Provider and its third-party contractors may collect and use Customer building data and related data, as long as any external use of the data is reported on an anonymous basis that does not personally identify Customer or any individual, and (ii) Provider may share any Proprietary Information with its affiliates and its and their employees, financing parties, investors, representatives and other agents, advisors and consultants.

Section 6 – Assignment
Neither Party may assign any of its rights or obligations under this Agreement without the other Party’s prior written consent, which shall not be unreasonably withheld. Provider, however, may transfer and assign this Agreement without Customer’s consent to any person or entity that is a subsidiary or affiliate of Provider, a financing party of Provider, a successor to Provider or that acquires all or any portion of the stock or assets of Provider.

Section 7 – Interval Meter Data and Metering
Interval meter data is a requirement in the programs. Therefore, interval meters must be installed before Customer can be accepted into the applicable program. Additional information regarding metering options for specific programs is set forth in the applicable Addenda. Metering fees are subject to change.

Section 8 – Enrollment
In addition to the terms contained in any Addendum or Account Confirmation Schedule executed by the Parties, either Party may, via email, propose supplemental utility account(s) to be enrolled in a program covered by the applicable Addendum (a "Proposal"). The recipient Party will accept or reject any such Proposal via email. In the event of a rejection, such Proposal shall have no force and effect, and if so accepted, Provider will utilize its reasonable efforts to enroll the utility account(s) contained in the Proposal in the relevant program. It is hereby agreed that a Proposal shall not be considered as part of this Agreement until it is accepted by the recipient Party.

Section 9 – Termination

Account Representative: John Desper nesh01 (sw)  Printed: 2/8/2022
Version A4 ©2022 CPower.
All rights reserved. The offering herein is sold and contracted by Enwise Global Technologies, LLC d/b/a CPower. Errors and omissions excepted.
Page 3 of 4
Either Party may terminate the Agreement immediately upon the other Party's material breach of any obligation of this Agreement, provided such breach remains uncured for a period of ten (10) days after being provided with written notice thereof ("Termination for Cause"). Provider shall also be entitled to terminate this Agreement upon ten (10) days written notice if Provider's ability to provide services under this Agreement is negatively impacted by a regulatory change.

Section 10 – Entire Agreement

This Agreement and applicable Addenda, Amendments, Account Schedules, added hereto constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements or communications with respect to such subject matter. This Agreement, the Addenda, Amendments, and the Account Schedules shall not be modified in any manner unless in writing and signed by both Parties. Each of the Parties hereto waives any right to trial by jury with respect to any claim or action arising under this Agreement.
CAISO CAPACITY BIDDING PROGRAM ADDENDUM

This CAISO Capacity Bidding Program Addendum ("Addendum") is effective as of the last signature date set forth below ("Effective Date") by and between Enerwise Global Technologies, LLC d/b/a CPower ("CPower" or "Provider") and City of Inglewood ("Customer").

This Addendum is executed pursuant to and is governed by the terms and conditions of the Master Service Agreement (the "MSA") between Customer and Provider, which is incorporated herein by reference. All terms not otherwise defined herein shall have the meaning ascribed to them in the MSA.

1. Definitions.

"Capacity Payment": the amount paid for the Curtailment Value in kilowatt hours (kWh) as calculated per the Program Rules.
"Enrollment Value": the amount paid for the Curtailment Value as calculated per the Program Rules.
"Curtailment Value": the average of the actual hourly kilowatt (kW) load reduction that Customer delivers during tests or events across a program term.
"Enrollment Value": the hourly committed demand reduction that Customer agrees to deliver for each Program Period.
"Tariff": the current electric utility document that outlines the program parameters and rules.
"Program Period": SDGE and PGE: May – October
SCE: January – December
PG&E: Pacific Gas and Electric Company
SDG&E: San Diego Gas and Electric Company
SCE: Southern California Edison

2. Program. Provider agrees to facilitate and manage the participation of Customer's electric utility accounts in the Capacity Bidding Program ("CBP" or "Program") managed by PG&E, SDG&E or SCE ("Utility"), as specified in the Account Confirmation Schedule, and subject to Customer meeting all requirements of the Program (as amended, modified or supplemented from time to time, the "Program Rules") and fulfilling all obligations as set forth herein. In the MSA, and under applicable regulations emanating from the California Independent System Operator (CAISO) or the California Public Utilities Commission (CPUC). Customer hereby represents and warrants that it and its accounts shall comply with the Program Rules. The utility tariffs can be found here:
SCE Tariff: https://www.sce.com/nr/nr33tm2/pdf/ca233.pdf or current link
PG&E Tariff: https://www.pge.com/solutions/assets/pdf/tariffbook/ELEC_SCHEDS_E-CBP.pdf or current link
SDG&E Tariff: https://www.sdge.com/sites/default/files/Capacity%20Bidding%20Program%20Tariff_0.pdf or current link.

3. Administration and Customer Responsibilities.

- Enrollment Notifications. Prior to the start of the Program term, Provider will use commercially reasonable efforts to email Customer its committed Enrollment Value as the basis for performance evaluation in events or tests. Customer may request a change to its Enrollment Value by submitting a written request to Provider within three (3) business days after receipt of the enrollment notification.

- Dispatch/Deployment. Customer understands and agrees that the Utility or Provider may call a test at any time. When events or tests are called, Provider will use commercially reasonable efforts to send Customer an email and contact Customer via phone notifying Customer of the event or test in accordance with Program notification requirements. Customer understands that events and tests are mandatory and upon receipt of such notification, Customer shall curtail its Enrollment Value in accordance with the Program Rules and the details of the event or test. Customer must provide Provider with email addresses and phone numbers to be used by Provider for notification purposes upon execution of this Addendum. It is Customer's responsibility to
keep this information current (i.e. dispatch, notification, accounting, etc.) Customer shall immediately notify Provider of any change to such information.

- **Customer’s Utility Accounts.** Provider will review the data and provide Customer with the Account Confirmation Schedule which will confirm the Customer’s utility accounts that will be enrolled. Customer will have 3 business days after receipt of the Account Confirmation Schedule to review the document and to provide Provider with any modifications. Failure to provide this information within the Provider’s timeframe may prevent Provider from enrolling Customer’s utility accounts for the next available Program Period.

- **Metering.** If the required interval level data is not available in the manner required by the Program Rules or if Customer chooses to have access to real time interval load data, Provider will install a data acquisition (“DA”) logger. Title to such metering equipment will pass to Customer upon Installation. Meter installation and service fees will be agreed in a separate written agreement between Customer and Provider.

- **Pulse Output.** Should Program require or Customer choose installation of DA equipment, Customer authorizes Provider and its designated contractor to request and have utility install a pulse output device at Customer’s revenue meter. Customer also authorizes Provider to request and receive Customer’s interval load data from the revenue meter.

4. **Term.** Customer commits to the Program for the term identified in the Account Confirmation Schedule (“Term”).

5. **Payment.** For participating in the CSP Program, in addition to the payment terms set forth in the MSA, Provider will pay to Customer 70% of the Capacity Payment and Energy Payment, if applicable, as defined in the CSP tariff. Customer will receive payment following the end of each Program Period after Provider’s receipt of payment from the Utility.

Fossil Fueled Generation Resources are not permitted for Customer curtailment under any California demand response program beginning January 1, 2018. Signing of this Addendum is an attestation that the Customer has a curtailment plan that will not include Fossil Fueled Generation Resources and Customer will provide additional supporting information as requested by the CPUC and Utilities.

[Signature Page Follows]
CPOWER

By:  
Name: Shelley Schopp  
Title: SVP Customer Fulfillment  
Date:  
Address: 1001 Fleet Street, Suite 400  
Baltimore, MD 21202  
Phone: 1-844-CPOWER1, Option 2  
Email: contract@cpowerenergymanagement.com  
legal@cpowerenergymanagement.com

City of Inglewood

By:  
Name: James T. Butts, Jr.  
Title: Mayor  
Date:  
Address: One Manchester Blvd.  
Inglewood, CA 90301  
Phone:  
Email:  
Attest:  
Aisha L. Thompson, City Clerk  
Approved as to form:  
Kenneth R. Campos, City Attorney
## CPOWER ACCOUNT CONFIRMATION SCHEDULE

**CUSTOMER:** City of Inglewood  
**PROGRAM:** Capacity Bidding Program

<table>
<thead>
<tr>
<th>#</th>
<th>UCC</th>
<th>UDC Account Number</th>
<th>Facility Name/Store #</th>
<th>Service Address</th>
<th>Program Option</th>
<th>Start Date</th>
<th>End Date</th>
<th>Est. Curtailment Value Summer (kW)</th>
<th>Est. Curtailment Value NonSummer (kW)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SCE</td>
<td>8004436590</td>
<td>Booster Pumps 1-4</td>
<td>1399 N Western Way Inglewood, CA 90302</td>
<td>Day Ahead</td>
<td>05/01/2022</td>
<td>10/31/2022</td>
<td>8.0</td>
<td>0.0</td>
</tr>
<tr>
<td>2</td>
<td>SCE</td>
<td>3049844573</td>
<td>Well #7</td>
<td>101 W Arbor Vida St Inglewood, CA 90301</td>
<td>Day Ahead</td>
<td>05/01/2022</td>
<td>10/31/2022</td>
<td>110.0</td>
<td>110.0</td>
</tr>
<tr>
<td>3</td>
<td>SCE</td>
<td>8003740928</td>
<td>Pumps 1-3, Chlorine System</td>
<td>339 N. Eucalyptus Ave Inglewood, CA 90302</td>
<td>Day Ahead</td>
<td>05/01/2022</td>
<td>10/31/2022</td>
<td>98.0</td>
<td>98.0</td>
</tr>
<tr>
<td>4</td>
<td>SCE</td>
<td>8002423500</td>
<td>Well #4</td>
<td>118th Pl WNO Yukon Inglewood, CA 90301</td>
<td>Day Ahead</td>
<td>05/01/2022</td>
<td>10/31/2022</td>
<td>1.0</td>
<td>1.0</td>
</tr>
<tr>
<td>5</td>
<td>SCE</td>
<td>8000890325</td>
<td>Well #1</td>
<td>Yukon Ave/119th Pl Inglewood, CA 90303</td>
<td>Day Ahead</td>
<td>05/01/2022</td>
<td>10/31/2022</td>
<td>43.0</td>
<td>43.0</td>
</tr>
<tr>
<td>6</td>
<td>SCE</td>
<td>8002092519</td>
<td>Well #2</td>
<td>Crenshaw Blvd/120th St Inglewood, CA 90303</td>
<td>Day Ahead</td>
<td>05/01/2022</td>
<td>10/31/2022</td>
<td>7.0</td>
<td>7.0</td>
</tr>
</tbody>
</table>

### Notes:
1. Estimated Curtailment Value may be adjusted depending on operational capacity or market availability.
EMERGENCY LOAD REDUCTION PROGRAM ADDENDUM

This Emergency Load Reduction Program Addendum ("Addendum") is effective as of the last signature date set forth below ("Effective Date") by and between Enersize Global Technologies, LLC dba CPower ("CPower" or "Provider") and City of Inglewood ("Customer").

This Addendum is executed pursuant to and is governed by the terms and conditions of the Master Service Agreement ("MSA") between Enersize and Provider which is incorporated herein by reference. All terms not otherwise defined herein shall have the meaning ascribed to them in the MSA.

1. Definitions.

"Energy Payment": is calculated as the Utility price per megawatt hour (MWh) multiplied by the Curtailment Value.

"Curtailment Value": the average of the actual hourly load reduction in kilowatt hours (kWh) that Customer delivers during tests or events across a Program Period that is above Customer's commitment to other capacity-based programs.

"Enrollment Value": the hourly committed demand reduction that Customer agrees to deliver for each Program Period.

"Tariff": the current, applicable electric utility document that outlines the Program parameters and rules.

"Program Period": May - October

"SCE": Southern California Edison

"SDG&E": San Diego Gas and Electric

"PG&E": Pacific Gas and Electric

2. Program. Provider agrees to facilitate and manage the participation of the Customer’s electric utility accounts in the Emergency Load Reduction Program ("ELRP" or "Program") managed by SCE, SDG&E, and PG&E (each "Utility"), as specified in the Account Confirmation Schedule, and subject to Customer meeting all requirements of the Program tariff (as amended, modified or supplemented from time to time, the "Program Rules") and fulfilling all obligations as set forth in the MSA, herein and under applicable regulations emanating from the California Independent System Operator (CAISO) or the California Public Utilities Commission (CPUC). Customer hereby represents and warrants that it and its accounts shall comply with the Program Rules.

3. Administration and Customer Responsibilities.

• Enrollment Notifications. Prior to the start of the Program term, Provider will use commercially reasonable efforts to email Customer its Enrollment Value as the basis for performance evaluation in events or tests. Customer may request a change to its Enrollment Value by submitting a written request to Provider within 3 business days after receipt of the enrollment notification.

• Dispatch/Deployment and Customer Performance. Customer understands and agrees that the Utility or Provider may call an event or test at any time. When events or tests are called, Provider will use commercially reasonable efforts to send Customer an email and contact Customer via phone notifying Customer of the event or test in accordance with Program notification requirements. Customer understands that events and tests are voluntary, and upon receipt of such notification, Customer shall curtail its Enrollment Value in accordance with the Program Rules and the details of the event or test. Customer must provide Provider with email addresses and phone numbers to be used by Provider for notification purposes upon execution of this Addendum. It is Customer’s responsibility to keep this information current (i.e. dispatch, notification, accounting, etc.). Customer shall immediately notify Provider of any change to such information.
- Customer's Utility Accounts. Provider will provide Customer with the Account Confirmation Schedule which will confirm Customer's utility accounts that will be enrolled in the Program. Customer will have 3 business days after receipt of the Account Confirmation Schedule to review the document and to provide Provider with any modifications. Failure to provide this information within the Provider's timeframe may prevent Provider from enrolling Customer's utility accounts for the next available enrollment period.

- Fossil Fuel Requirement. Customer agrees to provide verification, information, and/or other documentation required for fossil fuel prohibition compliance, as requested by Provider.

- Metering. If the required interval level data is not available in the manner required by the Program Rules or if Customer chooses to have access to real time interval load data. Provider will install a data acquisition ("DA") logger. Title to such metering equipment will pass to Customer upon installation. Meter installation and service fees will be agreed in a separate written agreement between Customer and Provider.

- Pulse Output. Should Program require or Customer choose installation of DA equipment, Customer authorizes Provider and its designated contractor to request and have utility install a pulse output device at Customer's revenue meter. Customer also authorizes Provider to request and receive Customer's Interval load data from the revenue meter.

4. Term. Customer commits to the Program for the term identified in the Account Confirmation Schedule ("Term").

5. Payment. For participating in the Program, in addition to the payment terms set forth in the MSA, Provider will pay to Customer 70.00% of the Energy Payment.

Customer will receive payment sixty (60) days following Provider's receipt of payment from the Utility after the end of each Program Period.

CPOWER
2022-03-31
15:20:04:00

By: ____________________________
Name: Shelley Schopp
Title: SVP Customer Fulfillment
Date: ____________________________
Address: 1001 Fleet Street, Suite 400
         Baltimore, MD 21202
Phone: 1-844-CPOWER1, Option 2
Email: contract@cpowerenergymanagement.com
       legal@cpowerenergymanagement.com

City of Inglewood

By: ____________________________
Name: James T. Butts, Jr.
Title: Mayor
Date: ____________________________
Address: One Manchester Blvd.
         Inglewood, CA 90301
Phone: ____________________________
Email: ____________________________
Attest: ____________________________
Aisha L. Thompson, City Clerk
Approved as to form:
Kenneth R. Campos, City Attorney

Contract ID: OPP - 0000032225 nanstd (sw) Printed: 2/16/2022
Account Representative: John Desper
CAISEO ELRP Addendum Version A2 ©2022 CPower.
All rights reserved. The offering herein is sold and contracted by Enertiva Global Technologies, LLC d/b/a CPower. Errors and omissions excepted.
**CPOWER ACCOUNT CONFIRMATION SCHEDULE**  
**CUSTOMER:** City of Inglewood  
**PROGRAM:** Emergency Load Reduction Program

<table>
<thead>
<tr>
<th>#</th>
<th>UDC</th>
<th>UDC Account Number</th>
<th>Facility Name/Store #</th>
<th>Service Address</th>
<th>Start Date</th>
<th>End Date</th>
<th>End Curtailment Value (kW)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SCE</td>
<td>0004428300</td>
<td>Booster Pumps 1-4</td>
<td>1300 N Washam Way Inglewood, CA 90302</td>
<td>09/01/2022</td>
<td>10/31/2022</td>
<td>42.0</td>
</tr>
<tr>
<td>2</td>
<td>SCE</td>
<td>3049643173</td>
<td>Well #7</td>
<td>101 W Arbor Vista St Inglewood, CA 90301</td>
<td>09/01/2022</td>
<td>10/31/2022</td>
<td>42.0</td>
</tr>
<tr>
<td>3</td>
<td>SCE</td>
<td>8003740830</td>
<td>Pump 1-2, Chlorine System</td>
<td>359 N. Eucalyptus Ave Inglewood, CA 90302</td>
<td>09/01/2022</td>
<td>10/31/2022</td>
<td>42.0</td>
</tr>
<tr>
<td>4</td>
<td>SCE</td>
<td>80032433580</td>
<td>Well #4</td>
<td>118th Pl W/O Yukon Inglewood, CA 90301</td>
<td>09/01/2022</td>
<td>10/31/2022</td>
<td>42.0</td>
</tr>
<tr>
<td>5</td>
<td>SCE</td>
<td>8003888328</td>
<td>Well #1</td>
<td>Yukon St 18th Pits Inglewood, CA 90303</td>
<td>09/01/2022</td>
<td>10/31/2022</td>
<td>42.0</td>
</tr>
<tr>
<td>6</td>
<td>SCE</td>
<td>80032162519</td>
<td>Well #2</td>
<td>Crenshaw/120th St Inglewood, CA 90305</td>
<td>09/01/2022</td>
<td>10/31/2022</td>
<td>42.0</td>
</tr>
</tbody>
</table>

**Notes:**  
1. Estimated Curtailment Value may be adjusted depending on operational capacity or market availability.

---

Contract ID: OPP - 0000030015 nonres (kw)  
Account Representative: John Harper  
CASIO ELRP Account Schedule  
Version: A1 09/02/22 CPower. All rights reserved. The offering herein is sold and contracted by Enwise Global Technologies, LLC dba CPower. Errors and omissions excepted.  
Page 3 of 3
DATE: March 22, 2022
TO: Mayor and Council Members
FROM: Public Works Department

SUBJECT: Renewal Agreement with Enerwise Global Technologies, LLC, dba CPower

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve a renewal agreement with Enerwise Global Technologies, LLC, dba CPower (CPower), to serve as a Curtailment Service Provider for Southern California Edison’s (SCE) “CAISO Capacity Bidding Program Addendum (CBP)” and “CAISO Emergency Load Reduction Program Addendum (ELRP).”

BACKGROUND:
The City of Inglewood’s Sanford M. Anderson Water Treatment Plant receives electricity from SCE to power large motors and other equipment to produce and distribute potable drinking water to its residents. SCE relies on Curtailment Service Providers, such as CPower to enroll customers in Capacity Bidding and Emergency Load Reduction programs. The CBP and ELRP are tariffed programs approved by the California Public Utilities Commission (CPUC) that encourage large energy users to reduce, shift, or curtail their electric demand during peak periods. These companies also provide large electric users with technical support and operating expertise, and pay for their participation based on the SCE-tariffed rates per performance kilowatt.

DISCUSSION:
The CBP and ELRP consist of CPower notifying the City of Inglewood’s Public Works Department to lower its energy consumption when an event is called. The notification will decrease the demand on the SCE grid. An event can occur when the electricity demand rapidly approaches the SCE supply, which can be triggered by increased consumption, due to hot weather or other generation or transmission issues. The Public Works Department has enrolled the following water facilities in both programs:

1. Well No. 1, Yukon Avenue/119th Place;
2. Well No. 2, Crenshaw Boulevard/120th Street;
3. Well No. 4, 118th Place W/O Yukon Avenue;
4. Well No. 7, 101 W. Arbor Vitae Street;
5. North Inglewood Reservoir R-15, 1300 N. Wexham Way; and
6. Sanford M. Anderson Water Treatment Plant, 359 N. Eucalyptus Avenue
Mayor and Council Members
Renewal Agreement with CPower
March 22, 2022

By participating in the CBP, the Public Works Department estimated a reduction potential of 372 kWh and calculated a payment rate of $50.38 per kWh. The total estimated incentive payment is calculated based on the estimated reduction potential and the SCE tariff for the participating months, as outlined in the tables below:

<table>
<thead>
<tr>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>Payment Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2.77</td>
<td>$4.16</td>
<td>$4.16</td>
<td>$14.10</td>
<td>$16.41</td>
<td>$8.78</td>
<td>$50.38</td>
</tr>
<tr>
<td>kW-h</td>
<td>kW-h</td>
<td>kW-h</td>
<td>kW-h</td>
<td>kW-h</td>
<td>kW-h</td>
<td>kW-h</td>
</tr>
</tbody>
</table>

Table 1. CBP Payment Rate; Tariff from May 2022 to October 2022

<table>
<thead>
<tr>
<th>Reduction Period (May-October)</th>
<th>Payment Rate x 372 kW</th>
<th>Estimated Incentive for City of Inglewood</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2022</td>
<td>$50.38 X 372 kW-kW-h</td>
<td>$14,831.64</td>
</tr>
</tbody>
</table>

Table 2. CBP Estimated Incentive Payment for the City of Inglewood

Participation in the ELRP will be compensated after the fact at a prefixed rate of $2.00 per kWh, for every kilowatt-hour of electricity consumption reduced voluntarily throughout the event period from May to October 2022. The reduction in consumption during the ELRP event is measured relatively to how much energy the customer typically used on the other days preceding the event day during hours similar to the event hours. Thus, it is to be determined (TBD). There are no penalties for not reducing energy consumption. See tables below:

<table>
<thead>
<tr>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>Payment Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2.00</td>
<td>$2.00</td>
<td>$2.00</td>
<td>$2.00</td>
<td>$2.00</td>
<td>$2.00</td>
<td>$2.00</td>
</tr>
<tr>
<td>kW-h</td>
<td>kW-h</td>
<td>kW-h</td>
<td>kW-h</td>
<td>kW-h</td>
<td>kW-h</td>
<td>kW-h</td>
</tr>
</tbody>
</table>

Table 3. ELRP Prefixed Rate; May 2022 to October 2022

<table>
<thead>
<tr>
<th>Reduction Period (May-October)</th>
<th>Payment Rate x TBD</th>
<th>Estimated Incentive for City of Inglewood</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2022</td>
<td>$2.00 X TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>kW-h</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 4. ELRP Incentive Payment for the City of Inglewood

In addition to the estimated incentive, facilities will be eligible also for the energy payment paid at a rate of $0.12 per kWh during events. When CPower schedules an event and notifies the Public Works Department, the production wells will be shut off along with the water treatment plant effluent pumps, booster pumps, and associated equipment.
For the CBP, the Public Works Department will be notified one day ahead of an event. Electrical loads will be reduced between the hours of 3:00 p.m. and 9:00 p.m., Monday through Friday, excluding national holidays. Events could have a duration between one and six hours. The City will not be asked to reduce a load for more than 30 hours in any given month.

Electrical loads will be reduced between the hours of 4:00 p.m. and 9:00 p.m., seven days a week, including national holidays. Events could have a duration between one and five hours. The City will not be asked to reduce a load for more than 60 hours per term. In the ELRP, the Public Works Department could be notified either a day ahead or the day of the event.

The Public Works Department will phase out its water production and treatment activities to comply with the agreement during CBP and ELRP call-out events.

FINANCIAL/FUNDING ISSUES AND SOURCES:
CPower’s “Capacity Bidding Program” and “Emergency Load Reduction Program” are no-cost, no-risk programs to the participant. Thus, there is no cost to enroll, and there is no risk of paying penalties for non-compliance. The payments received for the length of the agreement will be deposited into revenue Account Code No. 110-060-6025-6501-00 (Water Utility Fund-Public Works-Water Sales-Commercial).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - CPower Master Service Agreement
Attachment No. 2 - CAISO Capacity Bidding Program Addendum
Attachment No. 3 - CAISO Emergency Load Reduction Program Addendum

PREPARED BY:
Thomas C. Lee, P.E., Principal Water Engineer
Armando Aguilar, E.I.T., Water Operations Manager
Joi L. Aldridge, Management Assistant to Director

COUNCIL PRESENTER:
Louis A. Atwell, P.E., Public Works Director/Assistant City Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/
ASSISTANT CITY MANAGER APPROVAL:

LOUIE A. ATWELL, PW DIRECTOR/ASST. CITY MGR.

CITY MANAGER APPROVAL:
ARTIE FIELDS, CITY MANAGER