

TempWise Pilot Program’s Terms and Conditions (Proposed)

The following Terms and Conditions (“Terms”) govern City Light customer’s activities related to the TempWise pilot program (“Pilot”).

1. **Pilot Overview:** The Pilot is a voluntary program offered by the City of Seattle, by and through its City Light Department (“City Light”). The Pilot opens its distributed energy resource management system (“DERMS”) platform to City Light customers who have installed compatible, Wi-Fi enabled thermostats in their homes. Pilot enrollment will provide customers opportunities to earn incentives in exchange for allowing City Light and its subconsultant shared access and control to their smart thermostats. The Pilot will incrementally reduce participating customers’ energy usage for limited durations during designated times for City Light’s peak reduction, capacity management, and other utility goals.
This Pilot is an authorized rate under Seattle Ordinance 125957, which grants City Light authority to offer term-limited pilot programs to study demand response.
2. **Consultants:** City Light’s consultants (“Consultants”) and subconsultants (“Subconsultants”) will support Pilot implementation. For purposes of these Terms, the terms “Consultants” and “Subconsultants” include any of their successors, and they may change without notice. City Light, Consultants, and Subconsultants are collectively referred to as “Utility Pilot Parties.”
3. **Eligibility:** A City Light customer may apply for the Pilot if the customer agrees to satisfy all criteria listed below:
 - a. Is a City Light residential customer listed as the accountholder of record; and
 - b. Permanently resides at the property associated with same utility account; and
 - c. Is at least eighteen (18) years of age or older; and
 - d. Owns and/or operates heating and/or cooling equipment (“Equipment”) in the customer’s home that are electric and compatible with the Pilot as defined below:
 - (i) For participation in “summer,” which is subsequently defined in the *Incentives* section, the City Light customer must have:
 - A heat pump; or
 - A central air conditioner;and
 - (ii) For participation in “winter,” which is subsequently defined in the *Incentives* section, the City Light customer must have:
 - A heat pump; or
 - Electric baseboards; or
 - An electric forced air furnace;and
 - e. Equipment must be continuously controlled by a Wi-Fi enabled thermostat (“Device”) via a manufacturer's or retailer’s cloud platform; and
 - f. Maintains a continuous and operational WiFi connection between Device and the internet service, without use of hot spots, whereby “hot spots” are defined as

internet access points that allow you to connect to a WiFi network using a computer, smartphone, or another device while away from your home or office network; and

- g. Agrees to all Pilot Terms.

4. **Applications:** Pilot applications are accessible at [Pilot Microsite Webpage](#). Only completed applications that are timely submitted pursuant to the application instructions will be considered. City Light customers who submit applications represent and warrant that the information entered in the applications are complete, true, and accurate. Timely submission of Pilot applications and the full satisfaction of Pilot eligibility criteria do not guarantee enrollment into the Pilot. City Light may reject applicants, and will enroll select applicants into the Pilot (“Pilot Participants”) at its sole discretion based on eligibility, timeline, and enrollment goals for the Pilot. If the Pilot becomes filled, additional eligible applicants may be placed on a waiting list. All submitted applications become the property of City Light.
5. **Data Usage:** “Pilot Data” means customer data related to the Pilot. Pilot Data includes but is not limited to Personally Identifying Information (“PII”) such as a customer’s name and residential address; customer’s energy usage and/or energy production; customer’s utility account; customer’s electric bills; information registered, recorded, or collected by the customer’s Device; and other customer information related to the Pilot. Pilot Data will be collected, used, and shared amongst Utility Pilot Parties to determine Pilot eligibility, to enroll customers into the Pilot, and to execute other activities connected to the Pilot including but not limited to fulfilling the Pilot’s current and future goals. Utility Pilot Parties will secure and protect PII from being used for non-City Light purposes and will not share PII unless required by a legal authority to do so. City Light’s [Privacy Policy](#) explains how it protects PII, and how Pilot Data may be subject to mandatory disclosures pursuant to rules, regulations, ordinances, laws, orders, and directives, including but not limited to, the Washington state’s [Public Records Act \(RCW 42.56\)](#).
6. **Pilot Goals:** Pilot results will inform City Light’s potential expansion of the same or similar offering to other customers, factoring in resource adequacy, climate change and electrification, and grid modernization. Below are some of the Pilot’s specific goals.
 - a. The Pilot aims to have up to 3,000 residential customers participate.
 - b. The Pilot will inform City Light of energy conservation.
 - c. The Pilot’s results. This may include without limitation, Pilot Data analyses that are summarized in reports for City Light staff, Seattle City Council, and/or relevant stakeholders. However, any Pilot Data cited in the reports will be aggregated and anonymized whereby no Pilot Participant will be individually identifiable.

Pilot goals may expand or change based on City Light’s needs and findings.

7. **Communications:** Utility Pilot Parties are authorized to email, mail, text, call, survey, or use other reasonable means of communication to correspond with customers about their activities related to the Pilot unless the Participant explicitly opts out of seasonal event text and email notification. Communication may include but is not limited to, correspondence about Device adjustments or about fulfilling Pilot Participant duties. Pilot Participants shall immediately notify relevant Utility Pilot Parties at SCL_TempWise@Seattle.gov of any changes (e.g., discontinuation, porting) of their landline phone numbers, mobile phone numbers, mailing addresses, and email addresses.

8. **Events & Opt-Outs:** A Pilot Participant shall allow relevant Utility Pilot Parties shared access and control over the Pilot Participant’s Device to reduce energy. Specifically, the relevant Utility Pilot Parties will adjust the Device’s setpoint by a maximum of three degrees Fahrenheit for up to three, consecutive hours per day (“an Event”). Events will occur on non-holiday weekdays, Monday through Friday. Summer events may be called between the hours of 1pm and 7pm Pacific Standard Time (“PST”). Winter events may be called between the hours of 6am and 10pm PST. Events are integral to City Light achieving its Pilot goals. A Pilot Participant will receive notice of an Event via smartphone app, email, Device, or other reasonable means. The notice will contain opt-out instructions. If a Pilot Participant does not elect opt-out prior to an Event, the Event will commence. A Pilot Participant may effectively exercise opt-out during an Event by overriding an Event’s temperature setting. The Utility Pilot Parties will not interfere with a Pilot Participant’s opt-out election. If an Event is carried out in full, the Device’s temperature will be returned to the original setpoint at the Event’s conclusion.

A Pilot Participant shall also allow relevant Utility Pilot Parties access to and control of the Pilot Participant’s Device for system testing purposes and any other related Pilot activity.

9. **Device & Related Systems:** Throughout the full, consecutive Pilot term, a Pilot Participant is wholly responsible for maintaining, repairing, and/or replacing any Devices, Equipment, and related systems as needed to ensure that they are fully operational and reliable. Related systems include but are not limited to, Wi-Fi capabilities and internet services. Maintaining internet services means but is not limited to: Continuing to retain an Internet Service Provider (“ISP”) for internet services; fully paying for ISP internet services on timely bases so as not to jeopardize the continuity of services; promptly contacting the ISP when ISP internet services are impaired and asking that any impairments be fixed.
10. **Device System Performance:** Device, Equipment, and related systems must be compatible with the Pilot’s design and needs. If any Device, Equipment, or related system fails to perform in relation to the Pilot, a Pilot Participant will have thirty (30) days to resolve the issue from the date of the Pilot Participant’s first discovery of the failure. One of the Utility Pilot Parties will validate restored performance via testing within a reasonable time frame. If performance is not restored within the thirty (30) days, City Light may at its sole discretion, terminate a Pilot Participant from the Pilot which may result in forfeiture of enrollment and/or seasonal Event incentive(s).
11. **Incentives:** There will be up to fifteen (15) Events for the summer season with “summer” being from June 1, 2024 to October 31, 2024¹, and up to fifteen (15) Events for the winter season with “winter” being from November 1, 2024 to March 31, 2025². In the Pilot’s “Second Year,” defined as April 2024 to May 2025, Pilot Participants will receive monetary incentives described below.

Second Year Incentives:

- a. Initial Incentive: A \$50.00 payment if a Pilot Participant:
- i. Is eligible for the Pilot; and
 - ii. Successfully completes the enrollment process by connecting their device, and

¹ Google Nest summer season will begin April 1, 2024 and end September 30, 2024.

² Google Nest winter season will begin October 1, 2024 and end March 31, 2025.

- iii. Did not previously receive the \$50.00 payment in the Pilot's First Year.
- b. Summer Incentive: A \$20.00 payment for summer participation if a Pilot Participant:
 - i. Has an eligible Equipment as identified in section 3(d)(i); and
 - ii. Has an eligible Device; and
 - iii. Remains enrolled through the end of the summer season.
- c. Winter Incentive: A \$20.00 payment for winter participation if a Pilot Participant:
 - i. Has an eligible Equipment as identified in section 3(d)(ii); and
 - ii. Has an eligible Device; and
 - iii. Remains enrolled through the end of the winter season.

Incentives are offered and granted on a household basis, meaning that enrolling more than one Device in the same household will not result in additional incentives. A Pilot Participant may participate in the summer and/or winter.

Pilot Participants will receive their incentive in the form of a digital gift card emailed to their email address on record. The \$50.00 incentive will be sent within forty-five (45) days after enrollment, and each \$20.00 incentive will be sent within forty-five (45) days after the end of the respective season.

If the Pilot extends beyond the Second Year, this section will be amended to reflect any subsequent year's incentive structure. Future incentives payments are dependent on City Light receiving City budget authority for this expenditure.

12. **Participant Withdrawal**: A Pilot Participant may request to withdraw from the Pilot at any time without forfeiting the \$50.00 enrollment incentive, but will not be eligible to earn future enrollment incentives. If the Participant withdraws from the Pilot prior to participating in seasonal events, the Participant will not be eligible for the incentives listed in the *Incentive* section, 11(b) and 11(c). To exercise withdrawal, a Pilot Participant must email SCL_TempWise@Seattle.gov expressly asking to withdraw, and must provide sufficient personally identifying information in the email to enable fulfillment of the request. One of the Utility Pilot Parties will administratively process and grant a withdrawal request as soon as practicable, with a completion goal date of two (2) business days after an email is received.
13. **Participant Termination**: City Light may terminate a Pilot Participant:
- a. Pursuant to the conditions set forth in the *Device System Performance* section; or
 - b. If the Pilot Participant has engaged in fraud, misrepresentation, indirect or direct interference with the Pilot or the Pilot goals, improper conduct, or non-compliance or breach of any of these Terms.
 - c. For City Light's convenience based on City Light's determination, in its sole and reasonable discretion, that termination will provide greater utility benefits than maintaining Pilot Participant in the program.

A Pilot Participation's behavior under section 13(b) may result in the customer's forfeiture of full incentive payments at City Light's sole discretion. City Light's termination decisions are final and binding, although some Pilot Participants terminated under section 13(a) may be eligible to reapply for the Pilot.

14. Reapplying:

- a. Ineligible Applicants: A former Pilot Participant who has been terminated under section 13(b) is not permitted to reapply for the Pilot.
- b. Eligible Applicants: A former Pilot Participant who has been terminated under section 13(a) may reapply to be reenrolled in the Pilot provided that:
 - (1) a new application is submitted; and
 - (2) all criteria in the *Eligibility* provision are met; and
 - (3) if there was a Device, Equipment, or related system issue, the issue is fully resolved and validated by one of the Utility Pilot Parties.

In the Pilot's Second Year, a former Pilot Participant is limited to reapplying for the Pilot only once, whereby no more than a total of two applications may be submitted. The *Applications* section apply to former Pilot Participants' new applications. Regaining status as a Pilot Participant will require reacceptance of these Terms, evidenced by a new legal signing and dating. A reenrolled Pilot Participant is not eligible for any seasonal incentive(s) already earned and received.

15. **Pilot Termination or Cancellation**: City Light may terminate the Pilot in whole or in part for any reason at its sole discretion. In such event, written notice of termination will be provided to Pilot Participants by any reasonable means (e.g., text message, email). City Light will publish any Pilot termination on the [Pilot Webpage](#). Also, the Pilot may be cancelled if declared unlawful.
16. **Pilot Term**: Absent withdrawal or termination of a Pilot Participant, and absent Pilot termination or cancellation, a Pilot Participant's enrollment or reenrollment will endure through the end of the Pilot's Second Year. If the Pilot is extended to a third year, Pilot Participants will receive email invitations to reenroll in the Pilot with updated Terms. However, the Pilot will have a firm end date which will be the earlier of either (A) thirty-six (36) months after the Pilot's commencement date, or (B) December 31, 2028.
17. **No Endorsement**: City Light does not endorse any particular brand of Device, Equipment, or related systems.
18. **Disclaimers**: CITY LIGHT MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND REGARDING THE PILOT, INCLUDING BUT NOT LIMITED TO ANY POTENTIAL OR ACTUAL ENERGY SAVINGS. THE PILOT IS PROVIDED "AS IS." CITY LIGHT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY OTHER WARRANTIES OF ANY KIND ARISING BY STATUTE OR OTHER LAW.
19. **Limitations of Liability; Indemnity**: CITY LIGHT HAS NO LIABILITY TO ANY CITY LIGHT CUSTOMER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHERWISE), COST, OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH A CITY LIGHT CUSTOMER'S ACTIVITY RELATED TO THE PILOT, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - A. MAINTENANCE COSTS OR SERVICE CALLS THAT ARE MADE TO REPAIR A DEVICE, EQUIPMENT OR RELATED SYSTEMS; OR

- B. ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION, OR DELAY IN TRANSMISSION OF ANY WEBSITE; OR
- C. FAILURE OF ANY COMMUNICATION LINES, HARDWARE, AND/OR SOFTWARE; OR
- D. DAMAGE TO ELECTRICAL EQUIPMENT, COMPUTER (SOFTWARE AND/OR HARDWARE), DEVICE (SOFTWARE AND/OR HARDWARE); OR
- E. INCOMPLETE, INCORRECT, OR INACCURATE PILOT APPLICATION; OR
- F. THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF PILOT APPLICATION; OR
- G. FAILURE OF A PILOT APPLICATION TO BE RECEIVED BY UTILITY PILOT PARTIES DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERRORS, OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE; OR
- H. A PILOT APPLICATION WHICH IS LATE OR LOST; OR
- I. LOSS OF INCOME DUE TO DEVICE CONTROL.

CITY LIGHT CUSTOMER UNDERSTANDS, HAS NOTICE OF, AND VOLUNTARILY ASSUMES ALL RISKS OF ACTIVITIES CONNECTED TO THE PILOT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SAID CITY LIGHT CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY LIGHT AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES (WHETHER ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHERWISE), COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) THAT RESULT IN OR ARISE FROM OR ARE RELATED TO ANY OF THE CITY LIGHT CUSTOMER'S:

- a. ACT, DEFAULT, OR OMISSION; AND/OR
- b. ACT, DEFAULT, OR OMISSION UNDER THESE TERMS; AND/OR
- c. BREACH OF ANY REPRESENTATION OR WARRANTY;

EXCEPT FOR CITY LIGHT'S:

- d. NEGLIGENCE; OR
- e. BREACH OF CONTRACT; OR
- f. FRAUDULENT MISREPRESENTATION.

- 20. **Non-Waiver:** Failure by City Light to enforce a Pilot Participant's strict performance of any provision of these Terms will not constitute waiver of its rights to subsequently enforce such provision or any other provision herein.
- 21. **Headings:** The section headings are only inserted for convenience of reference, and do not affect the meaning or interpretation of these Terms.
- 22. **Singular and Plural:** Throughout these Terms, references to the singular include the plural and vice versa.
- 23. **Interpretation:** City Light has the sole right to administratively interpret these Terms.
- 24. **Governing Law; Jurisdiction:** Any legal dispute with City Light in connection with these Terms is governed by the laws of the State of Washington. Jurisdiction over any action arising out of or related to these Terms will be in Superior Court for King County in Seattle,

Washington, and the undersigned City Light customer consents to the jurisdiction and venue as provided under this section.

25. **Complete Agreement:** These Terms constitute the entire agreement governing the Pilot, and supersede all prior or contemporaneous oral and written agreements and understandings.
26. **Severability:** If a provision of these Terms is held invalid, then that provision will be considered severable from these Terms, and such invalidity will not affect the validity or enforceability of any other provisions that can be given effect without the invalid provision.
27. **Notices:** A Pilot Participant's general inquiries related to the Pilot can be addressed to SCL_TempWise@Seattle.gov.
28. **No Assignment:** A City Light customer may not assign these Terms without City Light's written consent.
29. **Changes to Terms:** City Light may modify these Terms at its sole discretion at any time. Pilot Participants will receive written notice of any modified Terms along with their effective date. Notices will be sent to the email address of record. Continued participation in the Pilot thereafter signifies a Pilot Participant's full acceptance of the modified Terms. The most current version of Pilot Terms will be published on City Light's website [SCL Pilot Webpage](#).
30. **Consent to Terms:** By signing below you:
 - Agree that you have read and understood, are legally bound by, and shall comply with all Pilot Terms, including but not limited to granting consent to Utility Pilot Parties to access, obtain, and use your energy consumption data for City Light purposes; and
 - Certify that all information conveyed to and all representations made to Utility Pilot Parties for and in connection with the Pilot, now and going forward, are true and correct, and can be relied upon by Utility Pilot Parties; and
 - Certify that all information you submit below is true and correct.