

**PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY**  
**FLEXENERGY PILOT PROGRAM (Website: <https://www.snopud.com/home/Flex.ashx>)**  
**PROGRAM DETAILS AND TERMS AND CONDITIONS**

Welcome to the Snohomish PUD FlexEnergy Pilot Program (the “Program”)! As a Participant in the Program, you will help Snohomish PUD learn about flexibility of energy use in response to incentives and varied prices. Your participation in the Program may make you eligible to receive one of the Rewards described below, subject to these Terms and Conditions (“Terms”). To become a Participant, your application must be submitted to and accepted by Snohomish PUD.

PLEASE READ THIS DOCUMENT CAREFULLY. It contains information about the Program, potential Rewards, Rates, eligibility requirements, how and when you may withdraw from the Program, how your information is used and will be protected, and other obligations and responsibilities of you and Snohomish PUD.

The Program includes three different pilot treatment groups:

1. FlexResponse: A Demand Response pilot that conveys incentives to customers in exchange for customers reducing usage for limited periods of time (“Events”) designated by Snohomish PUD.
2. FlexPeak: A Critical Peak Pricing rate pilot that conveys a discounted rate (“Rates”) to customers for all hours of the year except for limited periods of time (“Events”) designated by Snohomish PUD during which a peak rate is conveyed.
3. FlexTime: A Time of Day rate pilot that conveys tiered and seasonal rates (“Rates”) to customers.

**1. Program Period.** The Program runs from Oct. 1, 2021 – Mar. 31, 2023 (the “Program Period”).

**2. How to Apply.** You can apply to participate in the Program on the [enrollment website](#). You will become a “Participant” in the Program if your application is accepted by Snohomish PUD.

**3. Customer Eligibility.** You may apply to participate in the Program if you meet the following eligibility criteria:

- You must be at least 18 years of age;
- You must maintain an active residential account in good standing with Snohomish PUD;
- You must agree to be contacted by cell phone via SMS text messages;
- You must be willing to allow Snohomish PUD to install an [interval](#) meter. Interval meters quantify usage at certain time [intervals](#) - this is NOT considered to be a communicating “smart” or “advanced” meter. You will experience a brief outage when the meter is replaced, usually not more than 10 minutes;
- You must fill out the enrollment survey and any subsequent surveys requested by Snohomish PUD;
- You must complete enrollment of your PUD Account and if applicable, your device, by Sept. 30, 2021; and
- You must not have any Program conflicts:
  - You must not be enrolled in the [Budget Payment Plan](#);
  - You must not be enrolled in the [rooftop solar Net Metering program](#);
  - You must not be enrolled in the [SmartCharge Snohomish PUD by FleetCarma program](#).

**4. Device Eligibility.** Any device (“Device” or “Devices”) enrolled in the Program must be on the Qualified Product List and must meet the following criteria:

- Participants who enroll a Google Nest Learning Thermostat or EnelX electric vehicle charger are eligible to participate in either the FlexResponse or FlexPeak pilot only;
- Participants who enroll an Ecobee thermostat or ChargePoint electric vehicle charger are eligible to participate the FlexTime pilot only;
- Participants who choose NOT to enroll a device are eligible to participate in either the FlexPeak or FlexTime pilots only;
- If you enroll a thermostat, the primary heat source of your residence must be electric.
- Enrolled Devices must be connected to the internet;
- You must have and maintain a working and reliable internet connection and WiFi network (if your Device requires WiFi) and other related equipment in your household that is positioned to communicate reliably;
- You must allow Snohomish PUD access to communicate with and control your Device;
- You must have and maintain any other system elements that may be required by Snohomish PUD or the Device manufacturer (e.g., smartphone apps);

- If you enroll a Google Nest Learning Thermostat, you must review and accept the terms and conditions required by the Device manufacturer.

**5. Rewards.** Participants must be willing to allow Snohomish PUD to convey bill credits on their bills. Participants are eligible for the following enrollment bill credit depend on pilot treatment group:

- FlexResponse: \$80 at the initiation of the pilot in Oct. 2021.
- FlexTime and FlexPeak: Winter Bill Credit of \$20 per month for Nov. - Dec. 2021 and Jan. - Feb. 2022, for a total of \$80 (“Winter Bill Credit”). Winter Bill Credits will be conveyed at the time rate adjustments are conveyed.

Participants in the FlexResponse pilot are eligible to receive an annual bill credit of \$40, appearing on your bill on or before Aug. 30, 2022 and May 31, 2023 (“Annual Bill Credit”). Participants will earn the Annual Bill Credit for each winter of participation so long as they make a good faith effort to participate in Events called by Snohomish PUD. Participants who are deemed not to have made a substantial effort to participate in Events will be removed from the Program and will forfeit their Annual Bill Credit(s). No partial credit will be given for Participants who withdraw during the year.

**6. Rates.** Pilot participants opt-in to this voluntarily supplemental rate adjustment on their existing Schedule 7 Residential Rate by participating in the FlexTime or FlexPeak pilot.

**FlexTime Billing Adjustments.** Participating FlexTime customers shall receive billing adjustments of the following amounts in cents per kWh for all kWh consumed during the applicable time periods:

	Weekday Non-peak hours	Weekday Peak hours	Nights & Weekends
November - February	0	10.9605	(2.4152)
March - October	0	0	(2.4152)

Time Periods for the FlexTime Adjustments are:

- Weekday Non-peak hours: 6 AM – 10 PM (Monday – Friday), excluding Weekday Peak hours
- Weekday Peak hours: 7 AM – 10 AM and 5 PM – 8 PM (Monday – Friday)
- Nights & Weekends: 10 PM – 6 AM Monday – Friday and all-day Saturday, Sunday, and Federal holidays

**FlexPeak Billing Adjustments.** Participating FlexPeak customers shall receive billing adjustments of the following amounts in cents per kWh for all kWh consumed during the applicable time periods:

	Discount hours	Peak hours
November - February	(1.0904)	89.586
March - October	(1.0904)	0

Time Periods for the FlexPeak Adjustments are:

- Discount hours: All hours, all year, excluding peak hours
- Peak hours: Called Event hours (See Event Section)

Income Qualified Assistance discounts will be honored for Program Participants. Discounts will be applied in the same manner as they are to current bills.

Rate adjustments will be calculated and passed to Participants on the bill following the actual usage charges. For example, January usage is typically billed in February. A rate adjustment for January usage will be conveyed on the March bill. For more up to date information, customers can review usage on [www.mysnopud.com](http://www.mysnopud.com).

**7. Changes in Your Electricity Costs.** By participating in the Program, you acknowledge your electricity costs are likely to change, and that your electricity costs are likely to be higher in some periods and lower in other periods. Snohomish PUD is not responsible for any changes in your electricity costs during the Program, and your sole and exclusive remedy for unacceptable changes is to withdraw from the Program within the withdrawal window.

**8. Break-Even Guarantee.** For the period of Oct. 1, 2021 to Jun. 30, 2022, Participants enrolled in FlexTime and FlexPeak will be credited the difference between their costs under the Program and what their costs would have been under Snohomish PUD’s standard residential rates, if the costs were greater under the Program.

**9. Events.** Participants in the FlexPeak and FlexResponse pilots must be willing to allow Snohomish PUD to send you text messages notifying you of an Event and communicate with any participating devices. During Events, Snohomish PUD requests

that you use less energy. Events will be called between Nov. 1 – Feb. 28 (“Season”), Monday – Friday at the sole discretion of Snohomish PUD. There are two Seasons over the course of the Program. Event limitations are as follows:

- Maximum Events per week: 3
- Maximum Events per Season: 15
- Maximum Event duration: 4 hours
- Minimum Event notification: 4 hours

**10. Opt-Out of Events.** Participants in the FlexPeak and FlexResponse pilots can opt-out of Events. Opting an enrolled device out of an Event discontinues the Adjustment made to or planned for the Device as defined in the Device Control section below. For participants in the FlexPeak pilot, opting an enrolled device out of an Event does not opt a customer out of the rate adjustment conveyed at that time and agreed to as part of the Terms of the Program. For participants in the FlexPeak pilot who have not enrolled a device, opting-out of an Event provides important feedback to Snohomish PUD, but does not opt a customer out of the rate adjustment conveyed at that time and agreed to as part of the Terms of the Program. For participants in the FlexResponse pilot, consequences of opting-out of events are defined in the Rewards section.

**11. Device Control.** As a Participant, you agree to allow Snohomish PUD to control enrolled Devices during the Program period. Such control will include adjustments that may change Device mode, setpoint, or other settings, as applicable (“Adjustments”) to facilitate energy and bill savings. For Devices that allow temperature control, Adjustments may include or be preceded by “pre-cool” or “pre-heat” periods, wherein the then-current scheduled target temperature setpoint is temporarily changed to prepare for the subsequent adjustment. For electric vehicle chargers, Adjustments may include altering the time your vehicle is charged to avoid certain peak periods. For certain types of services offered by Snohomish PUD, an Adjustment may occur even if the Device is in any kind of hold mode at the start of the Adjustment period. Participants will be notified of an Adjustment, via smartphone app or other electronic method, at least 4 hours in advance.

You may opt-out of an Adjustment at any time directly by adjusting your Device.

**12. Withdrawal.** You may withdraw from the Program by calling Snohomish County PUD at 425-783-1700 during the withdrawal window. The withdrawal window begins upon acceptance of your application and concludes on Jul. 30, 2022. Withdrawals received outside of the withdrawal windows will not be effective until Mar. 31, 2023, at the conclusion of the Program Period. By withdrawing, you may render yourself ineligible to receive a Reward, participate in the Program in the future, or participate in other programs offered by Snohomish PUD.

If you experience high electricity bills and contact Snohomish PUD within the withdrawal window to request withdrawal from the Program, Snohomish PUD will credit you the difference between your costs under the Program and what your costs would have been under Snohomish PUD’s standard residential rates.

**13. Binding Agreement.** By applying for the Program, you agree to comply with and be bound by these Terms. Failure to comply with these Terms may result in your disqualification from the Program. The decisions of Snohomish PUD regarding your eligibility to participate are final and binding in all respects. Snohomish PUD reserves the right in its sole discretion to disqualify you, or any other Participant, for, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating these Terms or any other terms and conditions applicable to your participation in the Program or the equipment used to participate in the Program. Snohomish PUD maintains the right to end your participation at any time.

Any obligation of Snohomish PUD set forth herein may, in Snohomish PUD’s sole discretion, be assigned to one or more designees, including contractors and vendors selected by Snohomish PUD to assist in implementing the Program or reviewing associated data. The authorized action or decision of any such designee will be treated as an action or decision of Snohomish PUD. Any reference to Snohomish PUD includes such designees.

Should any term or condition in the body of this agreement conflict with a Device-specific term or condition in one or more of the appendices, the terms or conditions in the body shall prevail.

**14. Participant Information.** You represent and warrant to Snohomish PUD that the information you provide while applying for, and that you provide during the course of, the Program is accurate and complete, and you agree to promptly notify Snohomish PUD if any information you provided during your application for the Program has changed. **Any false information provided within the context of the Program by any Participant is a violation of these Terms and may result in the immediate disqualification of the Participant and forfeiture of any Reward.**

**15. Subsequent Program Periods.** Following the initial Program Period, you will be automatically re-enrolled in subsequent Program Periods at Snohomish PUD’s discretion, subject to the then-current Terms for the Program. Snohomish PUD will

provide you with notice of your re-enrollment, as well as any modifications to the Terms, at least 30 days before the subsequent Program Period begins. Participant and Snohomish PUD retain the right to terminate Program participation at any time, subject to the withdrawal windows and limitations contained herein and as may be revised.

**16. Program Termination.** Snohomish PUD may terminate the Program, along with any Rewards, at any time and for any reason. Snohomish PUD will provide you with notice of any such termination.

**17. Disqualification.** Snohomish PUD may terminate your participation in the Program and Reward at any time and without liability upon notice to you, including notice via email, if: you violate these Terms or applicable law; you do not comply with any reasonable request from Snohomish PUD in connection with the Program; Snohomish PUD declares you ineligible for the Program; you enroll in a conflicting energy program through Snohomish PUD or any other entity; Snohomish PUD is unable to collect required information or data from you; or you no longer meet the eligibility criteria provided herein.

**18. Move in & Move out.** Participants that move out of their residence during the program period will be automatically opted-out of the program. Participants who are opted-out of the program as a result of a move out forfeit the right to any Break-Even Guarantee and additional winter bill credits or annual bill credits.

**19. Maintenance of Devices and Services.** You remain the owner of your Devices and you remain responsible for all maintenance, repair, and replacement associated with any enrolled Device. You are also responsible to continue meeting the eligibility criteria listed above, including paying all fees charged by your Internet Service Provider.

**20. Device Performance and Communication.** If the Device fails to perform, or if Snohomish PUD is unable to communicate with your Device, you will have 30 days to resolve the issue and to have Snohomish PUD test and verify that performance and/or communication has been restored. If both performance and communication is not restored within 30 days, Snohomish PUD may elect to terminate your participation in the Program. You are responsible for all electricity charges during any period that your device fails to perform, including any rate adjustments conveyed as agreed to in this agreement. If performance or communication is restored following termination from the program, you may contact Snohomish PUD to determine if you may apply to rejoin the Program subject to a reconnection fee to be established by Snohomish PUD.

**21. Participant Communications.** By participating in the Program, you authorize Snohomish PUD to: (1) send you emails, text messages, pre-recorded messages, and other notifications related to the Program, including about your enrollment status and Program-related Adjustments to your Devices; and (2) send you emails, text messages, pre-recorded messages, and other notifications related to surveys about the Program and to share your responses to such surveys with each other.

**22. Collection and Use of Your Information.** By submitting an application to enroll as a Participant, and by participating in the Program, you authorize Snohomish PUD and third parties working with Snohomish PUD on the Program to: (1) collect and exchange data related to your identity, your energy usage and/or energy production, your electric bill, and your Devices (collectively, "Program Data"), solely for the purposes of determining your eligibility for the Program and operating the Program; (2) review and analyze all of your Program Data for the purposes of fulfilling Snohomish PUD's obligations under the Program and applicable law, improving the Program, and as otherwise permitted by applicable law; and (3) to exchange conclusions and publish results based on those conclusions; and (4) summarize the results of the Program in publicly-available studies, provided that any Program Data included in such studies will be anonymous such that you are not individually identifiable. If Snohomish and third parties working with Snohomish PUD on the Program cannot collect and utilize the required information or data, you may not be able to participate in the Program.

**23. Privacy Notice.** All Program Data collected and utilized by Snohomish PUD will be protected from unauthorized disclosure and will be treated in accordance with Snohomish PUD's Privacy Policy, which is located at <https://www.snopud.com/AboutUs/privacy.ashx> and as may otherwise be required by law.

**24. General Conditions; Indemnification.** This Program is governed by the laws of the state of Washington without regard to its applicable principles of conflicts of law. Snohomish PUD's failure to enforce any provision of these Terms shall not constitute a waiver of that provision.

In order to participate in the Program and receive the benefits associated with the Program, you agree to assume all risk of your participation and you agree that Snohomish PUD shall not be liable to you for any damage to person or property directly or indirectly arising out of caused by your participation in the Program or Snohomish PUD's operation of the Program. Further, to the fullest extent allowed by law, you agree to indemnify, defend, save, and hold harmless Snohomish PUD from and against any and all claims, demands, and liabilities of every kind and nature whatsoever directly or indirectly arising out of or caused by your participation in the Program or operation of the Program.

By participating in the Program you also agree not to hold Snohomish PUD liable for the following in connection with your participation in the Program: (1) incorrect or inaccurate information in the Program application; (2) typographical or other errors in Program materials; (3) any error, omission, interruption, defect, or delay in operation or transmission at any website; (4) applications and notices which are late or lost, including due to technical problems, telephone or internet service problems, or human error; (5) communications line, hardware, or software failures; (6) damage to any computer or device (software or hardware); (7) unauthorized access to, tampering with, or alteration of applications or Program application information; or (8) any increases in electricity bills.

If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. These Terms will be binding on Snohomish PUD and its successors and assigns, and Participant. Participant may not assign these Terms without the written consent of Snohomish PUD whereas Snohomish PUD may assign these Terms to any third party. Snohomish PUD is not responsible for the policies, actions, or inactions of others that might prevent the Participant from participating in the Program or claiming a Reward.

These Terms constitute the entire agreement between Snohomish PUD and you relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

**25. Changes to the Terms.** Snohomish PUD may modify these Terms at any time. We will notify you by email at the most current email address we have on record for you when and if we make any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of our notice to you. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. We will also post the most current version of the Terms at <https://www.snopud.com/home/Flex.ashx> and we encourage you to check this site frequently.

**26. Electronic Acceptance of these Terms.** The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap process presented on Snohomish PUD's website or its designee, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and Snohomish PUD.

**27. Additional Program Details.**

- Snohomish PUD Program website, application for enrollment, Terms: <https://www.snopud.com/home/Flex.ashx>
- Withdrawal notices should be called into: (425) 783-1700
- Snohomish PUD contact information: (425) 783-1700 and [FlexEnergy@snopud.com](mailto:FlexEnergy@snopud.com)