



COMMERCIAL BATTERY ENERGY STORAGE SYSTEM (BESS) INSTALLATION Memorandum of Understanding at SGIP Application

Haven Energy	CLIENT
12100 Wilshire Blvd Los Angeles, CA 90025 Phone: (917) 991 9705	County of Santa Barbara 260 N San Antonio Road Santa Barbara 93110 Phone: (805) 568 2625

INSTALLATION ADDRESS (the “Premises”)
Facility Location: Calle Real Complex - Social Services Building 234 Camino del Remedio, Santa Barbara, CA 93110 Service Account ID: 8011995870 Meter number: V349N-000751

This agreement (the “**MOU**”) is entered into by and between County of Santa Barbara (“**Client**”) and Haven Energy (“**Haven Energy**”) to memorialize the initial steps toward the installation of a battery energy storage system (BESS) to be installed by Haven Energy. Haven Energy is licensed in California and any subcontractors will be licensed in California. This MOU provides an overview of our agreement and will be followed up with a detailed Contract that describes all commercial and technical aspects of the BESS (the “**Contract**”), that shall be signed by Client and Haven Energy within 180 days of the Client receiving the Contract.

MOU TERMS

1.1 Contract Price and Rebate Amount

The total price for Haven Energy to complete the BESS Project shall be \$554,760 and the calculated California Self Generation Incentive Program (SGIP) rebate is \$299,251. The Client payment to Haven Energy will be \$0. The SGIP incentive combined with other federal and state tax credits, and grid services benefits shall cover all project costs associated with the BESS including materials and labor for installation of the battery energy storage system, system sizing based on Client provided information, managing all aspects of the Self Generation Incentive Program (SGIP) incentive mechanism, design and engineering, interconnection, sales tax, capital financing, shipping and handling of all equipment and materials, site preparation, construction, and clean up. The total price and SGIP rebate amount may change upon further site investigation. If the price and/or the SGIP rebate amount change and the total rebates do not cover 100% of the price, this MOU shall be voidable by either Client or Haven Energy.

1.2 Description of BESS Installation Project

The Project shall be completed in accordance with the following Project description:

BESS Size: 176 kW / 352 kWh battery storage

Operations and Warranty: Operated and Warranted by Haven Energy for 10 years

Expected Client Average Annual Energy Savings: \$6,100

Client Payment to Haven Energy: \$0

Description of back-up capabilities:

Haven Energy will design and install a state-of-the-art BESS to provide back-up power capabilities upon loss of normal power from Client's utility provider during weather events, planned Public Safety Power Shutoffs and other grid reliability issues.

The duration (i.e., number of hours) of back-up power will depend on final system design, average load and daily energy consumption. As part of the project design, Haven Energy will ensure that the facility's circuits that are backed up during an outage are isolated from the grid through the use of an Automatic Transfer Switch. This is to ensure that during an outage, your facility's system will still operate and power the circuits/appliances being backed up while not posing a safety risk to the utility. The duration of BESS power during the power outage will vary depending on consumption, and Haven Energy recommends energy conservation during outage events

1.3 Additional Terms

Client authorizes Haven Energy to act as its Incentive Provider to facilitate qualifying the BESS for the Self Generation Incentive Program ("SGIP") rebate provided by California. Haven Energy shall submit a Refundable Deposit with the SGIP rebate application for this project in the amount of 5% of the calculated SGIP rebate or \$14,962.55. Client shall work in good faith to permit Haven Energy to prepare and submit required rebate forms, execute the contract, and complete the Project by required SGIP rebate deadlines. The Client agrees to complete all forms required to assign the SGIP rebate, federal and state tax incentives, and grid services to Haven Energy.

Client or Haven Energy may cancel this MOU at any time within 90 days of the Client receiving the Contract, except that Client may not cancel for the purposes of proceeding with the installation of a BESS at the Project Location with another contractor or vendor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the first date fully executed by all of the parties hereto.

COUNTY

County of Santa Barbara

By: _____
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Dated: _____

ATTEST:

MONA MIYASATO,

COUNTY EXECUTIVE OFFICER

CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

CONTRACTOR

HAVEN ENERGY, INC.
a California corporation

Signed by:
By: Phillip Suna
B7B92B15B616427...
AUTHORIZED REPRESENTATIVE
Name: PHILLIP SUNA

Title: DIRECTOR OF UTILITY
PROGRAMS

APPROVED AS TO FORM:

RACHEL VAN MULLEM,
COUNTY COUNSEL

Signed by:
By: Baron Zambrano
98B45FFED91E4FC...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

Signed by:
By: James E Munro
02BA147EF6A84DE...
Deputy Auditor-Controller

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

Signed by:
By: Greg Milligan
05F555F00269466...
Risk Management

RECOMMENDED FOR APPROVAL

KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
By: Kirk Lagerquist
19AED9A005A2ACE...
Department Head