SOUTHERN CALIFORNIA
EDISON®
An EDISON INTERNATIONAL® Company

June 2, 2003

Mr. Bill Hemsley
Project Manager
City of Redlands
35 Cajon Street
Redlands, CA 92373

Dear Mr. Hemsley:

Attached is an executed copy of the 2002 Savings By Design Owner Agreement for the Big League Dreams Park in Redlands. Funds are now reserved for this project and will be available for 36 months from the executed date.

Please contact your Savings By Design Representative to schedule an on-site verification as the project nears completion. Should the built project differ from the design that was used to calculate the incentive amount specified on the agreement, the estimated energy savings will be recalculated and the corresponding incentive will be adjusted.

Thank you for your participation in the program. Your commitment to energy efficiency is a positive step towards providing ongoing benefits both to your new facility and to the state of California.

Sincerely,

Janith E. Johnson

Janith E. Johnson, AIA
Manager, New Construction Services

cc: Shelley Baumgardner, Program Manager
Donald Atkinson, Savings By Design Representative

7951 Redwood Ave.
Fontana, CA 92336

SAVINGS BY DESIGN

2003i SAVINGS BY DESIGN OWNER AGREEMENT

Owner Information

For Program Administration use only
AGREEMENT NUMBER 15043

City of Redlands
OWNER NAME

35 Cajon Street
ADDRESS

Redlands, CA
CITY/STATE

92373
ZIP CODE

Bill Hemsley
CONTACT NAME

Project Manager
TITLE

909-798-7586 x-2
PHONE NO.

FAX NO.

bhemsley@cityofredlands.org
E-MAIL

95-6000766
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER

TAX STATUS: ☐ Corp. ☐ Non-Corp. ☒ Exempt

Government
EXEMPT REASON

Project Information

Big League Dreams Park
PROJECT NAME/LOCATION

C/O San Bernardino & Wasbash
ADDRESS

Redlands, CA
CITY/STATE

92373
ZIP CODE

022	2,622	2,622	7999	Oct 31, 2003
BUILDING TYPE CODE	GROSS SQ.FT.	CONDITIONED SQ.FT.	FACILITY SIC	EST. COMPLETION DATE

ENERGY CALCULATION METHOD:
- ☒ Systems Approach
- ☐ Whole Building Approach

ATTACHED DOCUMENTATION:
- ☒ CaNCcalc Report
- ☐ WBA Report
- ☐ Engineering Calcs

PROJECT TYPE:
- ☒ New Construction
- ☐ Renovation/Remodel

Proposed Design Energy Savings Estimate

CODE	DESCRIPTION	kW	kWh	Therms
	Systems Incentive			
201	Daylighting Systems	-	-	-
203	Interior Lighting Systems	0.9	2,957	-
204	HVAC Systems	0.6	858	-
206	Supermarket Refrigeration Systems	-	-	-
207	Service Hot Water	-	-	-
209	Other Systems	-	-	-
	TOTALS	1.5	3,814	-
	Whole Building Incentive			
102	Overall Building Performance			
209	Other Systems			
	TOTALS			

x
SCE Reviewer/Authorized Signature

4/17/03
Date

Estimated Project Incentive:
$ 280

TERMS AND CONDITIONS:

This Agreement is entered into by Southern California Edison (hereafter referred to as "Utility") and the Owner (as indicated herein). This Agreement is a one-time offer to provide design assistance and a financial incentive to the Owner for participation in the Savings By Design Program ("Program") pursuant to the terms and conditions outlined herein and in the Savings By Design Program Documents ("Program Documents"). The Program Documents are incorporated into this Agreement by reference and include the 1) Savings By Design brochure, and the 2) 2002 Savings By Design Participant Handbook, which have been provided to the Owner. Funding approved for this Program is limited and will be paid on a first-come, first-served basis to qualified applicants. Funds will only be reserved upon Utility's execution of this Agreement. This incentive offer is subject to the availability of authorized funds. This Agreement is valid for thirty-six (36) months from the date Utility executes this Agreement. Utility will deliver an executed copy of this Agreement to the Owner after acceptance and execution by Utility. Utility reserves the right to modify or cancel the incentive offer if the actual system(s) installed differs from the proposed installation. Utility reserves the right to modify or discontinue this Program without prior notice at its discretion, or by order of the California Public Utilities Commission ("CPUC"). Payment of the incentives shall be made to the Owner only after all program requirements are met and upon verification of installation by a Savings By Design Program Representative.

ELGIBILITY:

- To be eligible for incentives under this Program, Owner's project must be nonresidential new construction or renovation/remodel located within Utility's service territory.
- Owner must install the energy-efficient equipment or system(s) specified in the "Proposed Design Energy Savings Estimate" section of this agreement (the "Proposed Design") which at minimum exceeds Title 24 standards or a generally-accepted industry standard for energy efficiency.
- Installation of any energy-efficient equipment required for compliance with Title 24 will not qualify for incentives under this Program.
- Energy savings, and incentives based on those savings, will be based on energy efficiency improvements beyond the minimum, currently in effect, Title 24 requirements, where applicable.
- Specific restrictions apply to each energy efficiency system, as outlined in the Program Documents.
- To be eligible for incentives under this Program, Owner agrees that they will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement.

OWNER AGREES TO:

- Install and operate the Proposed Design in accordance with applicable laws, safety standards, and existing governmental regulations or orders.
- Provide Utility with Title 24 compliance documentation plus any other documentation needed to establish the performance of systems selected. Owner agrees to provide Utility with all documentation necessary for verification of installation and performance of energy efficient systems qualifying for incentives.
- Provide manufacturer's specification sheets to Utility prior to the payment of the incentive. Also, upon request, Owner agrees to submit vendor and/or contractor invoice(s) to verify that incentive payments will not exceed 50 percent of the incremental costs associated with the purchase/installation of the energy efficient technologies.
- Accept as final authority, Utility's determination of the incentive amount.
- Allow Utility and CPUC representatives reasonable access to Owner's project site to inspect and verify installation and operation. Owner understands that said inspection and verification is not an electrical safety inspection.
- Participate in measurement and evaluation study, if selected. These studies are used to analyze current program performance and improve future program designs. Owner agrees to fully cooperate with the study team if asked to participate.
- Owner shall indemnify, defend, and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, directors, agents, and employees from and against all claims, losses, damages, costs, expenses, and liability arising from 1) injury to persons or property, 2) death, 3) violation of any law or regulation (including those that establish strict liability); so long as such injury, violation, or strict liability is caused by or in any way connected with Owner's performance of this Agreement. Owner shall, at Utility request, provide a defense against any claim covered by this indemnity.
- In no instance shall Utility be liable for any incidental, special, or consequential damages as a result of this Agreement.

- Furthermore, Owner understands that Utility makes no representations and warranties as to proper installation, product endorsement, technical feasibility, operational capability, and/or reliability of equipment for which incentives are paid. Owner agrees not to make any such representations and warranties to third parties and agrees to indemnify Utility in the event said representation and warranties are made to third parties. Owner further acknowledges that any incentive paid is funded through Public Goods Charges from California ratepayers and that said incentives are intended for the benefit of customers of California utilities.
- Owner consents to Utility's assignment of all Utility rights, duties, and obligations under this Agreement ("Duties") to the CPUC or its designee. Such assignment shall relieve Utility of all Duties arising under this Agreement. Other than such assignment by Utility, neither Party shall assign its right or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, the Owner may be required to provide additional information if requested by Utility.
- Owner agrees that Utility will receive the energy benefit for which the Owner incentive is paid, for a period of not less than five years or the rated life of the equipment if that is less than five years. Owner agrees that if 1) Owner does not provide Utility with 100 percent of the related benefits specified in the application, for a period of five years from the receipt of the incentive, or 2) the energy benefit to Utility ceases (for example, if Owner's company stops using the equipment or no longer pays the Public Goods Charge (PGC)), Owner will return to Utility the prorated portion of the Owner Incentive dollars based on the actual period of time for which Owner provided the energy benefit.

TAX LIABILITY:

Incentives may be taxable and will be reported by Utility to the IRS unless Owner qualifies under an exempt status. Utility will report the incentive as income to Owner on IRS Form 1099 unless Owner has established that they qualify for an exempt tax status as indicated on this Agreement. Owner is urged to consult a tax advisor concerning the taxability of incentives. Utility is not responsible for any taxes that may be imposed due to incentive payments.

SCE MAKES NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES REGARDING THE DESIGN, CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN, OR THE BENEFITS TO BE DERIVED FROM THE INSTALLATION, OPERATION, AND USE OF SUCH EQUIPMENT, OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR APPLICATION. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SCE HAS AUTHORITY TO BIND SCE TO ANY AFFIRMATION, REPRESENTATION, OR WARRANTY UNLESS EXPRESSLY MADE AND AGREED TO IN WRITING BY SCE.

By execution of this Agreement, Owner certifies that Owner meets all the program eligibility requirements and that the information supplied on this Agreement is true and correct. Owner certifies that Owner has read and understands the Program Documents and agrees to abide by Program rules and requirements set forth in the Program Documents. To be valid, this Agreement must be signed by all parties prior to December 31, 2003.

In witness whereof, the parties have executed this Agreement as of the date last set forth below.

CITY OF REDLANDS		SOUTHERN CALIFORNIA EDISON COMPANY	
SIGNATURE		SIGNATURE	
Kasey Haws		Janith E. Johnson	
OWNER'S REPRESENTATIVE		SCE REPRESENTATIVE	
Mayor	May 8, 2003	Manager -NCS	5.30.03
TITLE	DATE	TITLE	DATE

Attest: Lorrie Poyzer
Lorrie Poyzer, City Clerk

SAVINGS BY DESIGN

2 original sent to Bill (2-19-03) orig to be returned.
1
(Set of 2)

Owner Information

City of Redlands
OWNER NAME

PO Box 3005 Redlands
ADDRESS

CA — CITY/STATE
92373 — ZIP CODE

William Hemsley
CONTACT PERSON

Civil Engineer
TITLE

(909) 798-7586 x 2
PHONE NO.

(909) 798-7697
FAX NO.

Bhemsley@cityofredlands.org
E-MAIL

Project Information

Redlands Sports Park
PROJECT NAME/LOCATION

Corner of San Bernardino Avenue and Wabash Avenue
ADDRESS

Redlands/CA — CITY/STATE
92373 — ZIP CODE

BUILDING TYPE CODE	GROSS SQ. FT.	CONDITIONED SQ. FT.	FACILITY SIC	EST. COMPLETION DATE
Wood	3,644	3,244		2/04

Project type:
- ☒ New construction, including additions
- ☐ Renovation/remodel, including tenant improvement

Project Status:
- ☒ Early in design phase
- ☒ Design changes to increase energy efficiency are feasible

Design Team Information

I request that a program representative contact the following design professionals to obtain additional information regarding my project:

	CONTACT NAME	PHONE NO.
ARCHITECTURAL FIRM: Purkiss Rose RSI	Blake Warner	(714) 871-3638
MECHANICAL ENGINEERING FIRM		( )
ELECTRICAL ENGINEERING FIRM		( )
OTHER		( )
OTHER		( )

NCREP	CUST NO	PROB	PROG YR	APPROACH
Don Atkinson		10%	2003	SA

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company

TERMS AND CONDITIONS:

This Agreement is entered into by Southern California Edison (hereafter referred to as "SCE") and the Owner (as indicated herein). This Agreement is a one-time offer to provide design assistance and a financial incentive to the Owner for participation in the Savings By Design Program ("Program") pursuant to the terms and conditions outlined herein and in the Savings By Design Program Documents (Program Documents"). The Program Documents are incorporated into this Agreement by reference and include the 1) Savings By Design brochure, and the 2) 2002 Savings By Design Participant Handbook, which have been provided to the Owner. Funding approved for this Program is limited and will be paid on a first-come, first-served basis to qualified applicants. **Funds will only be reserved upon SCE's execution of this Agreement.** This incentive offer is subject to the availability of authorized funds. This Agreement is valid for thirty-six (36) months from the date SCE executes this Agreement. SCE will deliver an executed copy of this Agreement to the Owner after acceptance and execution by SCE. SCE reserves the right to modify or cancel the incentive offer if the actual system(s) installed differs from the proposed installation. SCE reserves the right to modify or discontinue this Program without prior notice at its discretion, or by order of the CPUC. Payment of the incentives shall be made to the Owner only after all program requirements are met and upon verification of installation by an SCE Savings By Design Program Representative.

ELIGIBILITY:

- To be eligible for incentives under this Program, Owner's project must be nonresidential new construction or renovation/remodel located within SCE's service territory.
- Owner must install the energy-efficient equipment or system(s) specified in the "Proposed Design and Incentive Estimate" section of this agreement (the "Proposed Design") which at minimum exceeds Title 24 standards or a generally-accepted industry standard for energy efficiency.
- Installation of any energy-efficient equipment required for compliance with Title 24 will not qualify for incentives under this Program.
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- To be eligible for incentives under this Program, Owner agrees that they will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement.

OWNER AGREES TO:

- Install and operate the Proposed Design in accordance with applicable laws, safety standards, and existing governmental regulations or orders.
- Provide SCE with Title 24 compliance documentation plus any other documentation needed to establish the performance of systems selected. Owner agrees to provide SCE with all documentation necessary for verification of installation and performance of energy efficient systems qualifying for incentives.
- Provide manufacturer's specification sheets to SCE prior to the payment of the incentive. Also, upon request, Owner agrees to submit vendor and/or contractor invoice(s) to verify that incentive payments will not exceed 50 percent of the incremental costs associated with the purchase/installation of the energy efficient technologies.
- Accept as final authority, SCE's determination of the incentive amount.
- Allow SCE and California Public Utilities Commission ("CPUC") representatives reasonable access to Owner's project site to inspect and verify installation and operation. Owner understands that said inspection and verification is not an electrical safety inspection.
- Participate in measurement and evaluation study, if selected. These studies are used to analyze current program performance and improve future program designs. Owner agrees to fully cooperate with the study team if asked to participate.
- Owner shall indemnify, defend, and hold harmless SCE, its affiliates, subsidiaries, parent company, officers, directors, agents, and employees from and against all claims, losses, damages, costs, expenses, and liability arising from 1) injury to persons or property, 2) death, 3) violation of any law or regulation (including those that establish strict liability); so long as such injury, violation, or strict liability is caused by or in any way connected with Owner's performance of this Agreement. Owner shall, at Utility request, provide a defense against any claim covered by this indemnity.
- In no instance shall SCE be liable for any incidental, special, or consequential damages as a result of this Agreement.

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- Furthermore, Owner understands that SCE makes no representations and warranties as to proper instal it, technical feasibility, operational capability, and/or reliability of equipment for which incentives are paiu. ike any such representations and warranties to third parties and agrees to indemnify SCE in the event said representation and wai...tie are made to third parties. Owner further acknowledges that any incentive paid is funded through Public Goods Charges from California ratepayers and that said incentives are intended for the benefit of customers of California utilities.
- Owner consents to SCE's assignment of all Utility rights, duties, and obligations under this Agreement ("Duties") to the CPUC or i designee. Such assignment shall relieve SCE of all Duties arising under this Agreement. Other than such assignment by SCE, neithe Party shall assign its right or delegate its duties without the prior written consent of the other Party, except in connection with the sa or merger of a substantial portion of its properties. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, the Owner may be required to provide additional information if requested by SCE.
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In witness whereof, the parties have executed this Agreement as of the date last set forth below.

	SOUTHERN CALIFORNIA EDISON COMPANY
SIGNATURE	SIGNATURE
Mayor Kasey Haws	Janith E. Johnson
OWNER'S REPRESENTATIVE	SCE REPRESENTATIVE
City of Redlands Mayor — Feb. 18, 2003	Manager, New Construction Services
TITLE — DATE	TITLE — DATE

Attest: Lorrie Poyzer, City Clerk