PUGET SOUND ENERGY

Program: **Snohomish County**
Agreement No.: **CCA-Decarb-5**

CCA DECARBONIZATION GRANT AGREEMENT

This AGREEMENT is made this 15th day of August, 2025, by and between **PUGET SOUND ENERGY** ("PSE"), a private utility corporation, and **Snohomish County** ("Participant"), a political subdivision of the State of Washington.

RECITALS

A. Under PSE's Climate Commitment Act (CCA) Decarbonization Program funding, as currently in effect and on file with the Washington Utilities and Transportation Commission, PSE offers grants for certain decarbonization measures installed or implemented at facilities that receive natural gas service from PSE.

B. Participant, through its contractors and/or subcontractors, intends to install, implement, purchase, or finance decarbonization measures for eligible households under its Weatherization Program (the "Program"), and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS:** Participant, though its contractors and/or subcontractors, will install, implement, purchase, or finance the decarbonization measures listed in paragraph 2 ("Decarbonization Measures") at the eligible locations identified (the "Premises") by the Participant. Premise eligibility will be determined by the Participant's Program guidelines and the confirmation that the Premise uses PSE natural gas to fuel the main source of space heating. Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises, or (c) is a third-party supporting the installation, implementation, purchase, or financing of the Decarbonization Measures and has obtained written authorization from the owner or lawful tenant of the premises. Customer represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.

2. **Decarbonization Measures.** Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the "Contractor") for the installation, implementation, purchase, or financing at the Premises of the Decarbonization Measures which may be detailed in ***Attachment A: Attachment to Decarbonization Grant***, at the following costs:

	Decarbonization Measures	Eligible Grant[1]
1.	PSE Natural Gas Heating Replacements with Heat Pump Systems	$1,000,000.00
	TOTAL (includes sales tax)	**$1,000,000.00**

CCA DECARBONIZATION GRANT AGREEMENT

[1] The grant amount may be reduced at PSE's sole discretion in the event of project cost reductions. See Section 3.

3. **Grant.** Upon the execution by all parties and PSE's receipt of this Decarbonization Grant Agreement within PSE agrees to grant the Participant, after installation by Participant of the Decarbonization Measures, an amount equal to the expenses incurred monthly to the eligible Decarbonization grant. The Participant's request for monthly payments must include the paid invoices amounting to the payment request. The summation of the monthly payments to the Participant will not exceed the eligible grant amount. The parties agree that all the Decarbonization Measures must be installed, and the Grant paid within 18 months of the signing of this Decarbonization Grant Agreement. If for any reason the installed cost of the Decarbonization Measures is less than the amount shown above and on Attachment A, PSE may decrease pro rata the amount of the Grant. In addition, the following are not eligible for reimbursement: fees incurred for project estimate or bids, site evaluation expenses, engineering expenses incurred prior to project funding, landscaping costs, construction bond costs, future maintenance or repair costs, donated, in-kind, or volunteer materials or labor. The Participant shall be responsible for paying any amount in excess of the amount of the Grant. Participant's obligations hereunder after December 31, 2026, are contingent upon legislative appropriation, in accordance with applicable laws, of necessary funds to fund this Agreement.

4. **Separate Contract**. Participant and participating Customers acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Decarbonization Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Decarbonization Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE DECARBONIZATION MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE DECARBONIZATION MEASURES, OR (C) THE INSTALLATION OF THE DECARBONIZATION MEASURES.**

5. **Final Cost Documentation, Access & Inspection:** Participant and Customer agree to promptly provide PSE, upon request: (1) documentation verifying equipment purchased and/or work performed in connection with the Decarbonization Measures installed; (2) reasonable access to and inspection of the Facility and Decarbonization Measures installed therein before, during and/or after implementation. Participating customers agree to authorize PSE to release customer account information, including billing and energy usage information, to an independent, third-party evaluator solely for the purposes of evaluating this program and other quality assurance purposes. The disclosure of this private information will comply with PSE's privacy policy and state regulation, which can be found at www.pse.com/privacypolicy.

6. **Release.** Participant and participating Customers release PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Decarbonization Measures, (b) any materials and labor required for or used in the installation of the Decarbonization Measures, (c) the installation of the Decarbonization Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.

7. **Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the Participant for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW

CCA DECARBONIZATION GRANT AGREEMENT

(the "Act"). To the extent that public records then in the custody of PSE are needed for the Participant to respond to a request under the Act, as determined by the Participant, PSE agrees to make them promptly available to the Participant. If PSE considers any portion of any record provided to the Participant under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, PSE shall clearly identify any specific information that it claims to be confidential or proprietary (the "Confidential Information"). If the Participant receives a request under the Act to inspect or copy the Confidential Information and the Participant determines that release of the Confidential Information is required by the Act, the Participant will provide written notice to PSE of the request 15 business days before the date that Participant intends to release the Confidential Information to the requester. If PSE fails to or declines to obtain a court order to enjoin disclosure of the Confidential Information, Participant may release only that portion of the Confidential Information that Participant is required to disclose under the Act and will seek a commercially reasonable level of confidential treatment and protection available for such information.

8. **Entire Agreement**. This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Decarbonization Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by all parties.

"PSE"

PUGET SOUND ENERGY

By: _____

Name: _____

Title _____

"PARTICIPANT"

SNOHOMISH COUNTY

By: Harper, Lacey Digitally signed by Harper, Lacey Date: 2025.10.15 15:06:08 -07'00'

Name: _____

Tile: _____

Federal Tax I.D. No.: _____

Approved as to form

9/23/25

Deputy Prosecuting Attorney

Approved by Risk Management

Baer, Diane Digitally signed by Baer, Diane Date: 2025.09.23 15:16:50 -07'00'

ATTACHMENT A
TO DECARBONIZATION GRANT

Decarbonization Measure(s) shall consist of the following:

This project will reconnect with 24 clients who Snohomish County has worked with in the last two years to weatherize their homes and who heat with gas. These homes have been Weatherized and are primed to realize additional efficiency benefits from replacing their home heating with high efficiency Heat Pump systems. These projects will leverage the previous State and Federal investment in increasing home efficiencies.

Projects are dispersed with 7 sites in low priority, 13 medium priority, and 1 high priority named communities. 3 sites are located within Highly Impacted Communities.

The above specifications are solely for the purpose of defining energy-related components of Decarbonization Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Decarbonization Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment(s):

- ☒ Completed Request for Taxpayer I.D. Number ("W-9").
- ☒ Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Decarbonization Measure(s).
- ☐ Other (specify):

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TO DECARBONIZATION GRANT

Decarbonization Measure(s) shall be verified as follows prior to Grant payment:

Snohomish County is responsible for all installation verification and quality control, including but not limited to: conducting pre-installation site assessments, verifying contractor qualifications and permits, performing interim and final inspections, ensuring compliance with manufacturer specifications and local codes, documenting installation quality, and providing written certification of project completion to PSE.