ENERGY EFFICIENCY MEASURES STATEMENT OF COMPLETION

PROPERTY/OWNER INFORMATION

Property Owner Company

Property Owner Contact Name

Property Owner Street Address

Property Owner City, State, Zip

Property Name

Property Street Address

Property City, State, Zip

UTILITY BILL DISCLOSURE

LIWP adjusts EE incentives according to whether the measure results in energy cost savings for the Owner or the Resident. Therefore, LIWP requires Owners to verify the parties responsible for paying utility bills for in-unit energy consumption and disclose any additional information related to expected changes to this payment structure. If a project is master metered, Owners must explain how cost savings from the LIWP upgrades will benefit residents in the "Additional Information" section below.

In-Unit Electricity is paid by	
In-Unit Gas is paid by	
Additional Information *If a project is master metered, Owners must explain how cost savings from the LIWP upgrades will benefit residents in this field.*	

INCENTIVE DISBURSEMENT

Choose one of the following payment methods:

- ❑ Check (*fill out the information on the right*):
- ❑ Direct Deposit *(fill out ACH authorization form on page 3)*

Make Check Payable to:

Incentive Recipient Street Address

Incentive Recipient City, State, Zip

ENERGY EFFICIENCY MEASURES STATEMENT OF COMPLETION

STATEMENT OF COMPLETION

The following list summarizes the forms required to process your incentive payment. Please submit all applicable forms to your Technical Analyst:

- Documentation of measure installation costs, e.g. detailed invoices showing installation quantities, material receipts, change orders, or other documentation to substantiate installation costs and payments
- All permits pulled for the property and required for the Project
- Property Owner or Contractor W-9 form
- CF-3R code forms, if applicable (if HERS testing is required for code compliance e.g. duct testing with HVAC change-out)
- Bids, if applicable
- Documentation of all leveraged rebate funding, if applicable
- Maintenance Contract and Warranty (10 years), if applicable
- Warranties for water heating and heating/cooling equipment, if applicable

By signing below, the Owner certifies that the utility bill information provided on this form is accurate for the Project property listed above, work in the attached proposal has been completed to Program standards, and that work is covered by a one-year warranty on all parts and labor effective as of the date listed below. The Owner and Contractor are in agreement that the final incentive payment should be sent to the recipient and location listed in the Incentive Disbursement section above.

Owner Signature _____ Date _____

Notes:

ASSOCIATION FOR ENERGY AFFORDABILITY INC.
CSD
CALIFORNIA CLIMATE INVESTMENTS
Cap and Trade Dollars at Work

DIRECT DEPOSIT PAYMENT (ACH)

This page only needs to be filled out if you have selected Direct Deposit as a payment option. By selecting the option Direct Deposit, you authorize payments from AEA to be deposited directly into your checking or savings account. The payment will appear on your bank statement as an "ACH Credit." You agree that no prior notification will be provided. You also agree that AEA can make an ACH Debit to your account in case of an error. Please complete the form below and send with either a hard copy voided check or a letter from your financial institution detailing your account information including Routing Number (9 digits) and Account Number, to **AEA attn: LIWP Program, 5900 Hollis St, Suite R2, Emeryville CA 94608**.

ACH AUTHORIZATION

I _____ authorize The Association for Energy Affordability to deposit payments directly into the bank account indicated below**. In addition to this form, I have attached either a voided blank check or a letter from my financial institution detailing my account information including Routing Number (9 digits) and Account Number.**

Address _____ City, State, Zip _____

Phone Number _____ Email _____

ACCOUNT INFORMATION

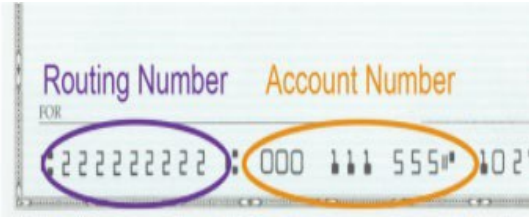
Account Type: ☐ Checking ☐ Savings

Name on Account _____

Account Number _____

Bank Routing Number _____

Bank City & State _____



I understand that this authorization will remain effect until I cancel it, and I agree to notify The Association for Energy Affordability in writing of any changes to my account information or termination of this authorization at least 15 days prior to the next payment date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S law.

Authorized Signature _____ Date _____

ELIGIBILITY REQUIREMENTS AND OTHER TERMS AND CONDITIONS

1. DEFINITIONS. The following terms shall have the meanings set forth below:

(a) "Agreement" means, collectively, Energy Efficiency Incentive Reservation & Participation Agreement Form and these Terms and Conditions.
(b) "Assessment" means a Program-approved whole building energy audit performed by the Program-approved Service Provider.
(c) "Building" means a multifamily residence or a homeless shelter.
(d) "Combustion Appliance" means an appliance that burns combustible fuel for heating, cooking, or decorative purposes including, without limitation, space heaters, ranges, ovens, stoves, furnaces, water heaters, and clothes dryers.
(e) "Combustion Appliance Safety" or "CAS" means the test procedure for use in the Program.
(f) "Disadvantaged Communities" means census tracts throughout California that have been designated and scored by the California Environmental Protection Agency as being at or above the 75th percentile using the methodology in CalEnviroScreen 5.0 for ranking communities burdened by environmental and socioeconomic issues.
(g) "Field Quality Control Inspector" "Field QC" means an individual instructed by Program Approved Service Provider or CSD to perform an on-site inspection of the completed SOW by qualified Contractor, verifying the proper installation of the Upgrade(s), accuracy of the test-out data and CAS results, and remediation of CAS issues or other corrective actions identified.
(h) "Participant" means the Owner or Property Manager of a Building.
(i) "Program" means the California Department of Community Services and Development (CSD) Low Income Weatherization Program – Multifamily (LIWP-MF).
(j) "Project" means the Upgrade(s) to be installed as set forth in the SOW.
(k) "Scope of Work" (SOW) refers to the work plan for the Project and describes the nature and scope of the services, the Upgrades to be installed, completion dates and other pertinent information regarding the Project. The SOW is included in the Participation Agreement/Incentive Reservation form.
(l) "Service Provider" refers to the business entity engaged by CSD to administer, implement and market the Program.
(m) "Upgrade" shall have the meaning set forth below in Section 3.

2. ELIGIBILITY: The Program offers energy surveys, technical assistance, and financial incentives for efficiency and solar measures to Participants of multi-family residences. Incentives are available to Participants for the purchase and installation of energy efficiency measures and PV systems at the location where the qualifying project is to be installed. Properties must meet affordability requirement of at least 66% of households at or below 80% of Area Median Income. Eligibility requirements are subject to change.

3. QUALIFYING PROJECTS AND MEASURES: Qualifying LIWP projects include electric or gas energy efficiency measures identified as eligible for incentives by the LIWP Implementer based on an energy survey of the building. Qualifying projects do not include any electric or gas energy efficiency measures or energy efficiency equipment or services purchased, contracted for, or installed prior to signing the Program's intent to proceed form. Properties must install energy improvements that equate to at least 15% energy savings above existing conditions to receive Program incentives. Project-specific waivers may be granted to waive this requirement at the discretion of the Program. Program incentives plus additional leveraged funds may not exceed the actual cost of the Scope of Work. If Program incentives plus additional leveraged funds exceed the actual cost of project, the Program incentives will be reduced accordingly. Program Rules are subject to change which may affect eligible measure types and incentive levels.

4. OWNER APPLICATION/PARTICIPATION AGREEMENT: By signing the Incentive Reservation & Participation Agreement Form, Participant authorizes the Service Provider to access the building's energy usage for the previous 12-24 months, monitor energy usage post-retrofit, and to enter this building for the purposes of conducting an energy survey of the building's common area and individual apartment units, inspecting installed measures and evaluating the performance of installed measures. Additionally, by signing the Incentive Reservation & Participation Agreement Form, the Participant agrees to provide their consent to share their project information with the Program and its authorized third-party representative. By signing the Incentive Reservation & Participation Agreement Form, the Participant also agrees to maintain affordability for this property for a minimum of ten years post-retrofit, per the terms of the Affordability Covenant, and authorizes the Service Provider to notify residents about the Affordability Covenant.

5. INCENTIVE AMOUNTS: The estimated amount of funding for which qualifying projects are eligible is set forth in the Incentive Reservation and Participation Agreement provided to the Participant and signed by the Participant. This estimate is based on current program rules and is subject to change based on updates to program rules for future funding allocations. Variances in work scope details or program changes that occur after the Incentive Reservation and Participation Agreement has been signed may result in a decrease in the final incentive amount. Final incentive amounts will be provided based on the formal approval of incentive reservation and participation agreement, submission of a completed Statement of Completion by the Participant with all required documentation, and a post-construction verification of the upgrade measures.

6. PARTICIPANT WORK AUTHORIZATION AND PROJECT WORK PLAN: Service Provider will meet with the Participant to discuss individual building objectives, provide information on alternatives, discuss process and create a work plan and schedule. The Participant may select one or more contractors so long as they cooperate with the quality assurance and quality control provisions of the Program. Service Provider may monitor the required installation services.

7. IMPLEMENTATION OF WORK AND PAYMENT OF INCENTIVES: Service Provider will need to see that the project remains on track and know when the project is close to completion in order to schedule the free verification site visits, which are required before the incentive can be

claimed. Due to the high demand for this Program, projects must show continuous progress toward completion. Projects that do not show progress toward meeting project milestones, including but not limited to procuring permits and moving forward with construction (or are inactive for over 30 days), may lose incentive reservation position unless an exception is granted in writing by the Program. Projects may rejoin the reservation queue if this happens, subject to availability of funding. If complexities of the project require more time, the Participant must notify Service Provider in writing with a proposed schedule and request an exception. Upon completion, Service Provider will schedule and conduct a post-installation inspection to ensure satisfactory measure installation. When Service Provider confirms that installation of a specific measure is satisfactorily completed, all required documentation is collected from the Participant, and Participant is in compliance with all the Terms and Conditions, the Program will arrange for payment of the incentive for that measure to the Participant.

8. PROCUREMENT: Participants may work with any contractor(s) they choose, provided that they meet the contractor requirements listed under section 17. To avoid excessively high costs, Service Provider may review bids from all contractors performing work under the Program. If total costs for performing Program work scope fall within 10% of Program incentives, Program requires participants to submit documentation that at least 2 bids were received on the 3 highest cost measures to show cost justification and reasonableness.

9. PARTICIPANT INFORMATION: Participant agrees that the Program may provide Participant information including Participant name, account number, electric, gas, and/or water consumption data and electric, gas, and/or water savings to a third party evaluation contractor selected by CSD for program evaluation purposes. The evaluation contractor will keep Participant information confidential. Participant information may also be provided to CSD.

10. TAX LIABILITY and CREDITS: The Program is not responsible for any taxes which may be imposed on the Participant as a result of measures installed under this program.

11. DISPUTES: Participants are encouraged to contact the Service Provider if any problems or concerns arise, at LIWPinfo@aeacleanenergy.org. Additionally, complaints regarding customer service may be directed to CSD at LIWP.LMF@csd.ca.gov. The Program will have sole discretion to decide on the final resolution of any issues including but not limited to eligibility or incentives.

12. PROGRAM CHANGES: The Program reserves the right to change, modify, or terminate this program at any time without any liability except as expressly stated herein. The Program will honor all written commitments made in Scope of Work provided to Participants prior to the date of any change but after formal Incentive Reservation, modification or termination of this program, provided that project installations are fully completed within the time specified in the Scope of Work. The Program reserves the right to adjust estimated incentive and savings levels shown in the Provisional Reservation according to Program changes made after Provisional Reservation approval but prior to formal Incentive Reservation and Participation Agreement approval.

13. PROGRAM EXPIRATION: This Program will expire upon the earliest to occur: (i) June 1, 2028 (ii) when funds are depleted, or (iii) when the Program is terminated.

14. NO WARRANTY: The Program makes no representations or warranties, expressed or implied, and does not guarantee that implementation of energy-efficiency measures or use of the equipment purchased or installed pursuant to this Program will result in energy cost savings. The savings projections will be used solely to qualify the project and to calculate the Program incentive.

The Program does not guarantee that the project will realize the exact savings projected. Any recommendations made by the Program, if implemented by the Participant, should not be construed as an assurance or warranty of energy consumption, energy use savings or reduced building operating costs or of the continuing safety, performance or cost-effectiveness of any equipment, product, system, facility, procedure, or policy discussed or recommended by the Program. The Participant acknowledges that any changes in energy costs that may be experienced by Participant will be affected by fuel prices, weather patterns, occupant behavior, maintenance activities and additional factors.

15. PARTICIPANT'S INDEPENDENT JUDGEMENT AND RESPONSIBILITY: Participant is responsible for design and implementation of the Project. The Program's review of the design, construction, operation or maintenance of the Project, energy efficiency measures, does not constitute a representation of any kind regarding the Project Measures, including their economic or technical feasibility, operational capability, or reliability. The Participant is solely responsible for the economic and technical feasibility, operational capability, and reliability of the Project and measures. The Program is not responsible for, and shall not be liable for injury to or death of, any person or damage to any property (including the Building) in connection with the Program. In no event will the Program be liable for any incidental, special or consequential damages. Participation in this Program is voluntary and there is no obligation to purchase any specific product or service. In order to receive an incentive through the Program, products must meet minimum performance standards.

16. INDEMNIFICATION: The Participant shall protect, indemnify, defend, and hold harmless the Program (including California Department of Community Services and Development and all Service Providers) from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against the Parties resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Participant under this section shall survive any expiration or termination of this Agreement.

17. CONTRACTOR AND PROJECT PERMIT REQUIREMENTS: It is the Participant's responsibility to ensure that their installation contractors meet the following requirements: Contractors installing the work in the Approved Scope must hold and maintain 1) Appropriate contractors' licenses required by the State of California Contractor's License Board to perform the class and type of work required, 2) General Liability and Worker's Compensation Insurance, and 3) a Business License if required in the jurisdiction where work is to be performed. The Participant must also ensure that its contractor requires any and all subcontractors meet the same requirements. The Participant must certify the improvement and installation has complied with all applicable permitting requirements. Proof of permit closure is required for all central air conditioning and heat pumps (including AHUs, split, and packaged units), and their related fans.

18. INSTALLATION AND EQUIPMENT REQUIREMENTS: All work must be in full compliance with the requirements of applicable laws, rules and regulations of authorities having governmental and regulatory jurisdiction. Additionally, work performed pursuant to this Program must be overseen by a Service Provider identified by the Program. The Participant or any Contractor carrying out installation of measures under this program shall remove and dispose of any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules and regulations. Eligible energy efficiency improvements must be compliant with the minimum performance specifications provided by the Program. Any losses of equipment are not the responsibility of the Program and the Program will only provide incentives for the costs associated with the newly installed equipment.

19. WORKFORCE DEVELOPMENT REQUIREMENTS: The project must adhere to the workforce development (WFD) requirements as required by the Program. The Participant and Installation Contractor(s) must submit all required WFD documentation at the completion of the project.

20. COMBUSTION SAFETY REQUIREMENTS: If, during the course of the Assessment of the Project or Building(s), and/or performing and verifying the installed measures, Service Provider or Participating Contractor encounter or detect the presence of natural gas or other hazardous materials (collectively, the "Hazardous Condition") at, in and/or near a Combustion Appliance, the local Gas Utility may shut off gas service in tenant units or common areas until the Hazardous Condition is remediated by Participant at Participant's sole cost and expense. Participant and its Participating Contractor will be required to promptly stop any further work on the Project (if underway at the time the Hazardous Condition is detected). The Gas Utility or its designated representative will investigate for the presence of the Hazardous Condition and inform the Participant Service Provider and Participating Contractor of the results of the evaluation of the Hazardous Condition. Participant, Participating Contractor or representative will not resume any work on the Project until the Hazardous Condition has been removed, disposed of, abated or remediated in compliance with all applicable laws, rules, and regulations and to the Gas Utility's reasonable satisfaction.

21. HEALTH AND SAFETY: The Participant accepts the responsibility that the property is compliant with all health and safety standards (including law requiring installation of CO alarms). The Participant must certify that all combustion safety related required repair actions identified during the post-installation site visit have been addressed in accordance with the Program's Combustion Safety Protocols in the Service Delivery Plan, and take responsibility and future liability for all hazards identified during the pre- and post-installation site visits. The Program will not be liable for damage to occupants or other parties as a result of products or equipment installed by the Participant's contractors as part of participating in the Program.