ENERGY EFFICIENCY INCENTIVE RESERVATION & PARTICIPATION AGREEMENT FORM

PARTICIPANT INFORMATION

Property Name	
Property Street Address	
Property City, State, Zip	
Property Owner Company	
Primary Contact Name	
Primary Contact Company	
Primary Contact Phone and Email	

PROGRAM REQUIREMENTS

The Low Income Weatherization Program requires all energy efficiency projects to meet minimum requirements in order to qualify for applicable incentives. Key program requirements are summarized below.

- All Program energy efficiency projects must meet a minimum 15% energy savings threshold to be eligible for incentives. When co-leveraging funding from other rebate programs, projects may be required to meet a minimum of 25% energy savings to qualify.
- When combustion appliances are present, combustion safety testing will be performed at pre-installation and post-installation site visits in accordance with the Multifamily Home Energy Retrofit Coordinating Committee Combustion Appliance Safety Testing Protocols for Existing Multifamily Buildings (MF HERCC CAS Testing Protocols). If critical issues are identified during testing, the sampling rate may be increased at the discretion of the technical analyst. All critical issues must be corrected prior to commencement of work if issues are identified at pre-installation site visits or prior to final incentive payments if issues are identified at post-installation site visits.
- Incentive estimates are based on performance requirements as outlined in the LIWP Performance Specifications. All measures will be field verified for efficiency and installation quality. Variance in installed equipment efficiencies or installation quality from LIWP Performance Specifications may result in decreased incentives.

RESERVING YOUR INCENTIVE

To submit your project for reservation, please review the funding sources and scope of work table on the following page and sign below to acknowledge. The Program will notify you when the project is officially approved for reservation. To ensure continued energy performance compliance, notify the project's assigned Technical Analyst of any changes made to the scope of work. Changes may lower the final incentive amount or cause the property to fall out of compliance with the Program. Final incentives and any other leveraged rebates cannot exceed total upgrade costs, including materials and labor. Any disputes regarding installation and related costs are to be resolved between the participant and your contractor.

When construction is approximately 50% complete, a Technical Analyst will conduct a quality assurance site visit to ensure that the contractor is installing the measure upgrades correctly, such that they will deliver the anticipated energy savings.

When construction is completed, the participant must initiate the incentive request process by submitting the documents listed below:

- Statement of Completion Form
- Proof of permit closure for all permits pulled for the property and required for the project
- CF-3R code forms if HERS testing/verification is required for code compliance (e.g. duct testing required with HVAC change-out)
- Documentation of measure installation costs, e.g. detailed invoices showing installation quantities, material receipts, change orders, or other documentation, as requested, to substantiate installation costs and payments.
- Property Owner or Contractor W-9
- Bids, if applicable (see Section 8 of Terms and Conditions for more details)
- Documentation of all leveraged rebate funding
- Applicable warranties for water heating and heating/cooling equipment and/or Solar Thermal Operations and Maintenance and Warranty Affidavit

Technical Analyst will review these documents for completeness. Upon successful review, LIWP Implementer will schedule a site visit to confirm that installed measures match the Approved Scope. The visit may include:

- Inspection of common areas and apartments
- Verification that all equipment was installed in such a manner that the projected savings are realized
- Combustion safety testing

Technical Analysts will require regular check-ins with Property Owners at various points throughout their involvement in the Program that may include but are not limited to:

- A kick-off call
- At the Intent to Proceed stage
- At the Incentive Reservation and Participation Agreement stage
- When construction is 50% complete
- When construction is 100% complete

Failure to attend regular meetings between a Property Owner and a Technical Analyst may be grounds for termination of a reservation. Communications solely between a contractor and TA will not be sufficient to meet program requirements. It is important that the Technical Analyst is in communication with a representative from the Property Ownership entity at regular intervals during Program participation.

Following the site visit, Technical Analyst will account for any modifications to the Approved Scope of Work and adjust the incentive accordingly. Technical Analyst will notify the participant upon successful completion of post-installation verification, prior to issuing the incentive. Final incentive payment will be processed once all measures are field verified and full program documentation has been received.

AGREED UPON MILESTONE DATES

Prior to construction the project must provide all equipment submittals to program for review and approval. Participants must submit all required documentation and have measures verified and approved by Technical Analyst prior to May 31, 2028 or will be at risk of having their incentive reservation revoked.

Construction timelines are critical aspects of participation in the LIWP-MF program. By outlining expected construction progress milestone dates, the participant agrees to use best efforts to meet the milestones listed below. Failure to meet the milestones may, at the discretion of the Program, result in loss of the incentive reservation. 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 their incentive reservation unless an exception is granted in writing by the Program. Please see Section 7 of the Terms and Conditions for more details.

Contractor(s) Selection Date	
Provision of Equipment Submittals Date	
Anticipated Construction Start Date	
Anticipated Construction 50% Completion Date	
Anticipated Construction 100% Completion Date	

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AGREED UPON SCOPE OF WORK AND ESTIMATED INCENTIVE AMOUNTS

LIWP Energy Efficiency Scope of Work						
Measure Detail (see measure performance requirements for full measure and installation requirements)	Energy Savings %	Annual GHG Savings ($MTCO_2$)	Owner, Tenant or Homeless Savings	Incentive per **Annual** $MTCO_2$ See Note Below	**Completion Date**	**LIWP Incentive**
In Unit Roof Insulation			Tenant	$5,600	Before 5/31/2028	
Comprehensive LED Lighting Upgrade throughout (Common)			Owner	$3,700	Before 5/31/2028	
Comprehensive LED Lighting Upgrade throughout (In-Unit)			Tenant	$5,600	Before 5/31/2028	
Low Flow Aerators and Showerheads (assumes install by Maintenance Staff)			Tenant	$5,600	Before 5/31/2028	
In Unit Ducted Heat Pump			Tenant	$5,600	Before 5/31/2028	
In Unit Heat Pump Water Heaters			Tenant	$5,600	Before 5/31/2028	
Common Area Ducted Heat Pump			Owner	$3,700	Before 5/31/2028	
Common Area Fridges			Owner	$3,700	Before 5/31/2028	
Common Area Washing Machine			Owner	$3,700	Before 5/31/2028	
Common Area Heat Pump Water Heater			Owner	$3,700	Before 5/31/2028	
Laundry Heat Pump Water Heater			Owner	$3,700	Before 5/31/2028	
Totals						
Leveraged Rebate Summary						
Is this project leveraging other major rebate sources, including but not limited to IOU, REN, or CCA whole building program rebates, CSI thermal rebates, or the federal ITC for solar thermal systems? If yes, the overall scope of work must achieve a minimum of 25% modeled energy savings.						Yes
If yes, list rebate programs:						

The incentive per MTCO2 reduced annually by a given measure is based on 1) when the project reserves its incentive, 2) when it completes construction, and 3) whether the measure results in energy costs savings for owner or the tenant.

- Projects with measures completed before May 31, 2028 will receive incentives of $5,600/MTCO2 for tenant savings and $3,700/MTCO2 for owner savings.
- Homeless shelters are eligible for incentives of $5,600/MTCO2.

For planned phased projects, refer to the Scope of Work and Incentive Amount Table above for agreed upon phasing structure. All measures must be installed prior to May 31, 2028 to be eligible for LIWP incentives.

AGREED UPON SCOPE OF WORK AND EXPECTED MILESTONE DATES ACKNOWLEDGEMENT

I agree that our multifamily property is committed to implementing each measure listed in the Scope of Work above, to abide by the expected milestone dates, and hereby accept the Terms and Conditions.

_____ Participant Printed Name	_____ Participant Title
_____ Participant Organization	
_____ Participant Signature	_____ Date
_____ Authorized CSD Personnel Signature	_____ Date Reservation Approved by LIWP Program

Thank you for participating in the Low Income Weatherization Program. Please contact the LIWP Program at LIWPinfo@aeacleanenergy.org or 1-888-235-1807 if you have questions or require further assistance.

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.