

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 PROVISIONAL STATUS

The Low Income Weatherization Program - Multifamily (LIWP-MF) is contracted to end in June 2026. While the program term may be extended beyond this timeframe, the LIWP-MF program currently cannot guarantee any additional time or funding to projects that complete construction beyond this date. To ensure full eligibility for LIWP incentives, all projects should plan to complete construction and install all eligible measures by June 2026.

This Provisional IRPA is designed to support projects that include measures scheduled for completion beyond June 2026. It provides provisional incentive reservation and technical assistance as a good-faith effort to reflect the Participant's intent to complete the full scope of work, including measures that may extend beyond the current program term.

For projects with work scheduled both before and after June 2026, this document will issue formal incentive reservations for any scope of work expected to be completed **before** June 2026. Provisional incentive reservations will apply to any scope of work scheduled to complete **after** June 2026.

Eligibility for provisional incentive reservations is contingent on LIWP-MF securing a contract extension beyond June 2026. If the LIWP-MF Program is extended, any provisionally reserved scope of work will be transitioned to formal reservations under the updated program terms and guidelines.

PROGRAM REQUIREMENTS

Provisional incentive estimates shown in this document were developed based on current LIWP-MF Program Rules. Final incentive estimates may be updated once a formal IRPA is issued according to future Program Rules. These updates may increase or decrease energy savings or financial incentives. Additionally, variance in installed equipment efficiencies or installation quality from LIWP Performance Specifications may also result in decreased incentives.

The Low Income Weatherization Program requires all solar PV installations to meet minimum requirements in order to qualify for applicable incentives. Key program requirements are summarized below.

- All PV work performed pursuant to this program must be coordinated with LIWP Implementer or the quality control contractor identified by the Program.
- The warranty requirements of all PV systems include (but is not limited to) a minimum 10-year manufacturer performance warranty and minimum 10-year operations and maintenance service to provide no-cost repair and replacement of the system in the event of defect, failure, or production shortfall under normal operating conditions. For complete details related to warranty and O&M program requirements, please review the [LIWP PV Warranty and Performance Affidavit](#).

- For LIWP funded PV tenant offset systems (including VNEM applications with tenant meter allocations), a minimum 20-year inverter material warranty is required.
- All LIWP funded PV systems must be connected to a monitoring platform. The owner must agree to share login credentials to said monitoring platform with LIWP for utility tracking and savings analysis purposes.
- System Owners are responsible for maintaining PV system(s) in good operating condition, including, but not limited to, inspecting panels for dirt/debris and cleaning them when needed, reporting broken components, and trimming trees that impact energy production.
- System Owners must develop and implement an Operations and Maintenance Plan that includes provisions for regular performance monitoring, panel cleaning, routine maintenance, and responding to and remedying production shortfall or failure. System Owners must review this O&M Plan with their Technical Analysts for review/feedback prior to incentive payment.
- In order for a contractor to be eligible to work on a PV project receiving LIWP incentives, the contractor agrees to hire a student(s) or graduate(s) of a job training program and provide a minimum amount of Job Training Opportunities (JTO) hours. The amount of JTO and training hours required is determined by the size of the system installed. For complete details related to JTO requirements, please review the [LIWP PV Workforce Training Requirements Affidavit](#).

RESERVING YOUR PROVISIONAL INCENTIVE

To submit your project for provisional reservation, please fill out this form, sign, and return to your assigned Technical Analyst. When submitting the provisional reservation form and supporting documents, please be sure to provide the most accurate design numbers and DC-kW system size, as changes may lower the final incentive or cause your project to fall out of compliance with the Program. To ensure continued compliance, notify your Technical Analyst of any changes made to the information in this form. The Program will notify you when the project is officially approved for provisional reservation.

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 Provisional 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 provisional reservation. Communications solely between a contractor and TA will not be sufficient enough to meet program requirements. It is important that the TA is in communication with a representative from the Property Ownership entity at regular intervals during Program participation.

The Provisional IRPA provides access to LIWP's no-cost technical assistance and earmarks an estimated incentive amount until a formal IRPA is issued. Final incentive values will be confirmed once program rules are finalized and incorporated into your formal IRPA. Please note that any purchase or installation of LIWP eligible measures prior to formal reservation is undertaken at the property owner's risk, as incentive amounts may change and may not be available after June 2026. Total incentives, including any leveraged funding sources, cannot exceed the actual upgrade costs.

NEXT STEPS

The property owner must notify the Technical Analyst and submit documentation verifying the project has achieved each of the expected milestone dates as listed on page 7 of this form.

PRE-CONSTRUCTION

After provisional reservation but prior to construction, the property owner must submit the following documents to their Technical Analyst:

- Draft or fully executed Third Party Ownership Documents (ex: PPA, solar lease), when applicable, or Installation Contract for Property Owned Systems
- Equipment Cut Sheets for inverters and modules (please note: all equipment must be new and on the [CEC approved list](#))
- PVWatts CSV Output files for both Optimal and Actual Designs
- Project Plans (as submitted to the building department)
- Bid Documents (participants are required to procure at least 2 competitive bids (see Section 8 of Terms and Conditions for more details)
- Utility Interconnection Pre-Approval Documentation

POST-CONSTRUCTION

Once the installation is complete, the property owner must initiate the incentive request process by submitting the following items to LIWP Implementer. It is recommended to begin submission of these documents as they become available. All LIWP-specific forms can be found on the [LIWP website](#).

- LIWP PV Statement of Completion Form
- LIWP PV Field Inspection Worksheet and As-Built Actual Design/Optimal PVWatts Calculation (more details on how to perform PV Watts Calculations for LIWP, see Solar Design Factor Requirements on Page 8 of this document)
- LIWP PV Workforce Training Requirements Affidavit
- LIWP PV Warranty and Performance Affidavit
- Project Cost Affidavit and Supporting Documents (i.e. invoices)
- Property owner W-9 form
- Documentation of all leveraged funding (ITC, LIHTC, other utility rebate documentation)
- VNEM Allocation Sheet (if applicable)
- Permission to Operate letter evidencing system interconnection
- Final Permits
- Final Project Plans including site map
- Access to third party monitoring platform data
- Executed Third Party Ownership Documents (if applicable)

The Program Administrator and Technical Analyst will review these documents for completeness. Upon successful review, the program may conduct a site visit to confirm that installed system matches the information below. Following the site visit, your Technical Analyst will account for any modifications to the approved system and adjust the incentive accordingly and notify the property owner upon successful completion of post-installation verification, prior to issuing the incentive.

PROJECT INFORMATION

PROJECT INFORMATION	
Total System Size (DC-kW) ¹	
Owner Meter System Size (DC-kW), including master metered	
Tenant Meter System Size (DC-kW)	
Virtual Net Metering	<input type="checkbox"/> Yes <input type="checkbox"/> No
LIWP Solar Design Factor (Actual Design / Optimal Design) ²	
PV System Installer	
PV System will be operated and maintained by	<input type="checkbox"/> Building Owner <input type="checkbox"/> Third Party Owner
System Owner (if different from property owner)	
System Owner Contact Person	
System Owner Contact Person's Email and Phone Number	
<p><u>LIWP Minimum Energy Efficiency Requirements</u></p> <p>Please select one of the following:</p>	<input type="checkbox"/> Project will meet the minimum energy efficiency requirements by performing a LIWP energy efficiency scope. <input type="checkbox"/> Project will meet the minimum energy efficiency requirements by participating in a comparable energy efficiency program. Write in program name _____ <input type="checkbox"/> Project is unable to meet the energy efficiency requirements and has received a waiver approval from AEA.

¹ The size of the PV system as listed in the reservation is intended to be as close to installed as possible. If the system design changes between reservation and installation, including the owner and tenant allocation percentages, an updated reservation is required. If the installed system size differs from formal reservation system size by greater than 20%, the project may have its incentive claim denied.

² See page 9 of this document for more information on the LIWP Solar Design Factor.

PROJECT COST AND ESTIMATED INCENTIVE INFORMATION FOR MEASURES EXPECTED TO BE COMPLETED PRIOR TO JUNE 2026

FUNDING			
Leveraged Funding			
Basic 30% Federal Investment Tax Credit (ITC)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
4% Low-Income Housing Tax Credit (LIHTC)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other Type of Rebates (<i>describe, including any additional ITC adders</i>):		<input type="checkbox"/> Yes <input type="checkbox"/> No	
LIWP Incentive			
Incentive Type	Owner Meter PV System	Tenant Meter PV System ³	Homeless Shelter/MF PV System
Incentive Level per DC-W ⁴			
LIWP Incentive			
LIWP PV Reservation Amount ⁵			
COMMENTS:			

³ Projects receiving LIWP incentives for tenant PV systems must allocate 100% of that portion of the system’s generation to the residents’ utility bills.

⁴ Overall blended per DC-W incentive after accounting for base incentive plus reduced incentives for systems >100kW.

⁵ Final incentive amounts will not exceed the formal approved reservation amount.

PROJECT COST AND ESTIMATED PROVISIONAL INCENTIVE INFORMATION FOR MEASURES EXPECTED TO BE COMPLETED AFTER JUNE 2026

FUNDING			
Leveraged Funding			
Basic 30% Federal Investment Tax Credit (ITC)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
4% Low-Income Housing Tax Credit (LIHTC)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other Type of Rebates (<i>describe, including any additional ITC adders</i>):		<input type="checkbox"/> Yes <input type="checkbox"/> No	
LIWP Incentive			
Incentive Type	Owner Meter PV System	Tenant Meter PV System ⁶	Homeless Shelter/MF PV System
Incentive Level per DC-W ⁷			
LIWP Incentive			
LIWP PV Provisional Reservation Amount⁸			
COMMENTS:			

⁶ Projects receiving LIWP incentives for tenant PV systems must allocate 100% of that portion of the system’s generation to the residents’ utility bills.

⁷ Overall blended per DC-W incentive after accounting for base incentive plus reduced incentives for systems >100kW.

⁸ Final incentive amounts will not exceed the formal approved reservation amount.

EXPECTED 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, 2026, or will be at risk of having their provisional incentive reservation revoked. All measures must be installed prior to May 31, 2026 to be eligible for LIWP incentives.

I, the owner of this property, agree to use best efforts to meet the milestones listed below. I understand that failing to meet the milestones without program-approved justification may result in losing the provisional 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 provisional incentive reservation unless an exception is granted in writing by the Program. Please see Section 7 of the Terms and Conditions for more details.

Solar Reservation Approved Date <ul style="list-style-type: none"> Provisional reservation form and Application Documents approved (day 1) 	
Solar Installation Contract Execution Date (<60 days of reservation date) <ul style="list-style-type: none"> Submit Copy of Executed Installation Contract to LIWP 	
Utility Interconnection Pre-Approval Date (<120 days of reservation date) <ul style="list-style-type: none"> Submit Copy of Pre-approval to LIWP 	
Permit Approval Date (<120 days of reservation date) <ul style="list-style-type: none"> Submit Copy of Approved Project Plans to LIWP 	
Construction Start Date	
Construction Completion Date <ul style="list-style-type: none"> Submit Post-Construction Documentation (listed under "Next Steps") 	
Local Jurisdiction Construction Approval Date <ul style="list-style-type: none"> Submit Copy of Final Permits to LIWP 	
Utility Interconnection Date <ul style="list-style-type: none"> Submit Copy of Permission to Operate Letter to LIWP 	

TOTAL LIWP SCOPE OF WORK: BEFORE AND AFTER JUNE 2026

LIWP Solar PV Scope of Work and Milestone Dates			
Construction Timeline	Anticipated Construction Start Date	Anticipated Construction End Date	Estimated LIWP Incentive
Construction completion <u>before</u> 2026 (formally reserved)			\$100,000
Construction completion <u>after</u> 2026 (provisionally reserved)			\$200,000
Total			\$300,000



PROVISIONAL SOLAR PV INCENTIVE RESERVATION & PARTICIPATION AGREEMENT FORM FOR FUTURE LIWP-MF EXTENSION

PROVISIONAL SCOPE OF WORK AND EXPECTED MILESTONE TIMELINE ACKNOWLEDGEMENT

I, the owner of this property, agree to use best efforts to install the PV systems as listed in the Project Information above, to abide by the incentive claim process outlined in this form, and I hereby accept the Terms and Conditions. I understand that the incentive amount in this provisional reservation may be reduced based on the actual system design parameters and site 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.

LIWP SOLAR DESIGN FACTOR CALCULATION REQUIREMENTS

Proposed system designs will be evaluated against the optimal design conditions for the project location. All projects must submit a PVWatts report for each system array that reflects the location, tilt, azimuth and annual shading conditions for their proposed design. All projects must also submit a PVWatts report for their system showing the optimal design conditions for their system as follows:

SYSTEM INFO

Modify the inputs below to run the simulation.

DC System Size (kW): ⓘ

Module Type: ⓘ

Array Type: ⓘ

System Losses (%): ⓘ [Loss Calculator](#)

Tilt (deg): ⓘ

Azimuth (deg): ⓘ

Advanced Parameters

DC to AC Size Ratio: ⓘ

Inverter Efficiency (%): ⓘ

Ground Coverage Ratio: ⓘ

Albedo: ⓘ

Bifacial: ⓘ

Monthly Irradiance Loss (%):

Jan: ⓘ

Feb: ⓘ

Mar: ⓘ

Apr: ⓘ

Calculate System Losses Breakdown

Modify the parameters below to change the overall System Losses percentage for your system.

Soiling (%): ⓘ

Shading (%): ⓘ

Snow (%): ⓘ

Mismatch (%): ⓘ

Wiring (%): ⓘ

Connections (%): ⓘ

Light-Induced Degradation (%): ⓘ

Nameplate Rating (%): ⓘ

Age (%): ⓘ

Availability (%): ⓘ

Estimated System Losses:

14 %

● **Marked fields** should be filled with project-specific values for actual arrays. All other fields should be left as the default values shown

The following values should be used for the PVWatts input fields indicated:

PVWatts Field	Actual Arrays	Optimal System
Project Address, Weather data source	Project address, PVWatts default weather data source for that address	Project address, PVWatts default weather data source for that address
DC System Size	Actual DC Nameplate for the array/group	Whole-system DC Nameplate (total)
Array Type	Actual array type	Fixed (roof mount) (NOT PVWatts Default)
System losses - Shading	Use actual annual shading value for each array/group*	3% (PVWatts Default)
System losses - Mismatch	0% if using microinverters/power optimizers; 2% for unoptimized systems**	2% (PVWatts Default)
Tilt	Actual tilt for each array/group	Use project latitude (PVWatts Weather Data Source Latitude)
Azimuth	Actual azimuth for each array/group	180 Degrees
Advanced Parameters – Inverter Efficiency	Actual CEC Weighted Efficiency	96% (PVWatts Default)
ALL OTHER FIELDS	PVWatts default values (shown above)	PVWatts default values (shown above)

*For provisional reservation, either A) a shading report based on 3D models of actual shading obstructions existing on site (ex: Helioscope shade report with shading modeled); or B) measured solar access values (ex: from a SunEye or similar measurement tool) will be allowable for documenting shading. LIWP reserves the right to independently verify shading of any system before incentive reservation and/or payment.

** For systems utilizing DC Optimizers or microinverters, a mismatch value of zero may be used to calculate the actual production, but 2% can be used for the optimal calculation.

The Solar Design Factor will be calculated using the following formula:

$$LIWP \text{ Solar Design Factor} = \frac{\text{Calculated kWh Production from Actual Design PVWatts Report (sum of all arrays)}}{\text{Calculated kWh Production from Optimal Design PVWatts Report}}$$

Systems with a Solar Design Factor (SDF) of ≥ 0.90 will receive the full incentive payment. The incentive amount for projects with an SDF of < 0.90 will be reduced by multiplying the calculated incentive amount from Section 2.2 of the LIWP Service Delivery Plan by the SDF. For example, a project with an SDF of 0.85 will receive 85% of the maximum potential incentive amount.

GROUPING ARRAYS

A separate PVWatts report must be submitted for each array with distinct tilt, azimuth, and shading.

Actual arrays that share the same azimuth, tilt, and shading may be grouped, and submitted as a single PVWatts report.

For systems with 10 or more distinct arrays, actual arrays that share the same azimuth and tilt may be grouped. When grouping arrays, the shading value for the group should be a weighted average of the shade values of that group’s constituent arrays; with the shade value of each array weighted by the that array’s percentage of the total kWdc of the group.

Arrays with distinct tilt and/or azimuth may not be grouped together.

Grouped Arrays Example:

Array	kw dc	Tilt	Azimuth	Shade
Array 1	2	10	90	10%
Array 2	8	10	90	5%
Array 3	5	10	180	5%

In this example, arrays 1 and 2 may be grouped. The shading value for that group would be calculated as follows:

$$Shade_{group} = \left[shade_{Array 1} \times \frac{kWp_{Array 1}}{kWp_{group}} \right] + \left[shade_{Array 2} \times \frac{kWp_{Array 2}}{kWp_{group}} \right]$$

$$Shade_{group} = \left(10\% \times \frac{2}{10} \right) + \left(5\% \times \frac{8}{10} \right)$$

$$Shade_{group} = 6\%$$

A separate PVWatts report is required for Array 3.

For projects with significant nonstandard design factor considerations, please consult with your LIWP Technical Analyst for additional 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 4.0 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, 2026 (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.

22. **INCENTIVE TABLE:** The following are the LIWP-MF PV incentive amounts. Program Rules are subject to change which may affect eligible measure types and incentive levels.

LIWP PV Incentive Structure*					
Leverage Types			LIWP Incentive \$/W-DC		
ITC	LIHTC <i>(4% only, 9% contact AEA)</i>	Owner Meter PV Systems	Tenant Meter PV Systems		Homeless
			VNM	Direct Meter	
Yes	Yes	0.6	1.8	2.1	1.8
Yes	No	1.2	2.5	2.8	2.5
No	No	1.5	3.5	3.9	3.5
No	Yes	1.2	2.8	3.2	2.8

**Properties in publicly owned utility jurisdictions with utility PV rebates that are readily available at time of reservation will be assumed to be utilizing those rebates and have their LIWP incentives adjusted accordingly by AEA. Any additional solar incentives, rebates, or funding of any kind received by the project to help pay for the solar PV equipment that is funded by LIWP must be disclosed to the LIWP Program. Please consult with your LIWP Technical Analyst for further details.*

For systems >100kW, the per W incentives will be stepped down based on system size (see below)

All LIWP PV projects will receive incentive rates assuming ITC will be taken by default. LIHTC projects will receive incentive rates assuming both the ITC and LIHTC will be taken for the PV system. Those projects unable to pursue ITC and/or LIHTC may submit justification documentation to their LIWP Technical Analyst for review and approval to waive this requirement.

For incentivized systems larger than 100kW, a bracket system with incentive adjustment factors will be implemented to account for larger systems that will have improved economies of scale. The table below details these incentive adjustment factors.

kW-DC	Incentive Adjustment Factor
≤100	100%
101-300	80%
301-500	60%
≥501	40%

In this table, the first 100kW of the PV system is eligible for the full incentive amount that was identified in the LIWP PV incentive table. The next 200kW of the PV system is eligible for 80% of the incentive rate, etc. For example, let's assume a project is eligible for a base incentive of \$1.00/W, as identified in the LIWP PV incentive table. Assuming that the PV system is 545kW, the incentive would be calculated as such:

$$\begin{aligned}
 &100 \text{ kW} \times 1.00\text{W} = \$100,000 \\
 &+ 200\text{kw} \times (\$1.00/\text{W} \times .8) = \$160,000 \\
 &+ 200\text{kw} \times (\$1.00/\text{W} \times .6) = \$120,000 \\
 &+ 45\text{kw} \times (\$1.00/\text{W} \times .4) = \underline{\$18,000} \\
 &\text{Total LIWP Incentive} = \$398,000
 \end{aligned}$$