



City of Hayward Residential Energy Efficiency Incentive Program

Please note: This application is only for participation in the *City of Hayward Alternative Upgrade Package*. Do not use this form for projects involving a PG&E rebate!

To be completed by a contractor approved by Energy Upgrade California!!

The *City of Hayward Alternative Upgrade Package* is only to be used for homes that cannot participate in PG&E's Basic Upgrade Package.

If you have questions, please contact the City of Hayward Sustainability Coordinator, Marc McDonald, at energyefficiency@hayward-ca.gov or at 510-583-4208.

Upgrade Information

Please answer the following questions:

1. Check all that apply.

Yes

No

This home has an attic

This home has a duct system

2. Property Information

Property Address:

Application Date:

Property Owner Name:

(Property Owner may also be referred to as Participant, Applicant Homeowner, Owner or Property Owner)

Owner/Applicant Address:

Email Address:

3. The property is a (check only one):

Single-Family Home (Including Homes with In-Law Units)

Duplex

4. Contractor Information

Contractor Name:

Company:

This application is to be completed only by a contractor approved by Energy Upgrade California. See <https://energyupgradeca.org/county/alameda/vendors#p-v=1&per-v=10&h-v=640102177> for a list of approved contractors.

Email:

Phone:

5. If funding is not currently available, would you like to be placed on the waiting list? Yes No

6. If you are planning to improve the energy efficiency performance of your house, what are the modeled energy savings (% BTU reduced)? _____

7. What year was the property built? _____

8. Is the property occupied by the owner? Yes No

Data Release Authorization:

In order to receive funding for an upgrade incentive under the local government program, I, _____ [print name of Owner], hereby authorize ("Authorization") information and data regarding my property and the energy efficiency measures that I have installed or plan to install through the program to be released to the local government in which the property undergoing retrofit is located, its agents, and the City of Hayward and its agents who are implementing American Recovery and Reinvestment Act (ARRA) activities. I understand that this information will be used for the purposes of evaluating and planning energy efficiency programs and to comply with existing or future regulations. Information and data specifically identifying my property may not be included in any report prepared for distribution to the public at large or posted on the internet, and will not be distributed to any parties not involved in administering and implementing these programs except as may be required by law. Information and data concerning my property may be included as part of aggregate reports in connection with evaluating and planning energy efficiency programs that may be prepared for public distribution including posting on the internet. I hereby release, hold harmless, and indemnify the local government in which the property undergoing retrofit is located, the City of Hayward and their agents from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information pursuant to this Authorization; 2) the unauthorized use of this information; and 3) any actions taken pursuant to this Authorization.

I authorize release for the following electric account: _____ - _____

Applicant signature

Applicant name (please print) and Date

Signature of owner (if different than applicant)

Name of owner (please print) and Date

Instructions for Participating in the Hayward Alternative Upgrade Incentive Program

Reserving an Incentive

To reserve an incentive the contractor or their agent must:

1. Complete an assessment -or- determine that the project will be a Hayward Alternative Package upgrade.
2. Submit the assessment and/or Pre-Retrofit Job Reporting Template to the City of Hayward.
3. Complete this application in its entirety, ensuring that the proposed scope of work abides by the General Terms and Conditions and the Specific Terms and Conditions of the local government incentive program to which they are applying.
4. Attach the following documentation to the application:
 - a. Pre-Retrofit Assessment Report (if applicable)
5. PG&E Pre-Retrofit Job Reporting Template
6. Submit this completed application in its entirety along with the appropriate documentation via one of the following methods:
 - Email: EnergyEfficiency@Hayward-ca.gov
 - Fax: (510) 583-3649
 - Mail: Marc McDonald, Sustainability Coordinator
City of Hayward
777 B Street
Hayward, CA 94541
7. Upon receipt of the documentation, the administrator will notify you of receipt and review the documentation for completeness and accuracy. If there is a problem with the documentation, the administrator may request additional information to be submitted.
8. Once the paperwork has been confirmed, the administrator will assign a project ID number and notify the contractor that the reservation has been approved. Note: A confirmed reservation does not automatically qualify a project for an incentive. Projects will be reviewed for eligibility once the retrofit work has been completed.

Claiming the Reserved Incentive

To claim a reserved incentive the contractor or their agent must:

1. Complete the upgrade scope of work as indicated in the PG&E Energy Upgrade Approved Post-Retrofit Job Reporting Template. Note that, if the scope varies from the scope indicated in the reservation, the resulting incentive will be changed to reflect the actual scope of work as possible given remaining funds.
2. Complete and submit the PG&E Energy Upgrade Post-Retrofit Job Report to the PG&E Whole House program.
3. Gather the following documentation:
 - a. PG&E Post-Retrofit Job Reporting Template
 - b. Copies of all Invoices for labor and materials related to the Upgrade.
 - c. A copy of any documentation needed to demonstrate compliance with the City of Hayward Alternative Upgrade Package incentive program requirements (see “Specific Terms and Conditions” for requirements)
4. Submit these documents, along with the project ID number via one of the following methods:
 - Email: EnergyEfficiency@Hayward-ca.gov
 - Fax: (510) 583-3649
 - Mail: Marc McDonald, Sustainability Coordinator
City of Hayward
777 B Street
Hayward, CA 94541
5. Upon receipt of the documentation, the administrator will notify you of receipt and review the documentation for completeness and accuracy. If there is a problem with the documentation, the administrator may request additional information to be submitted.
6. Once the City of Hayward has approved the incentive, the applicant and/or property owner will be notified.
7. The City of Hayward will disburse the incentive to the homeowner. The estimated time from claim submittal to incentive disbursement will vary depending upon review requirements.

General Terms and Conditions

Eligibility

1. The property undergoing an upgrade must be located within the City of Hayward.
2. The property owner must be current in the payment of all obligations secured by the subject property.
3. The energy assessment and upgrade work must be performed to the standards and procedures of the Hayward Alternative Upgrade, including, but not limited to:
 - a. Use of participating contractors
 - b. Use of PG&E Job Reporting Templates
 - c. Standards for qualifying energy assessments
 - d. Upgrade specifications for Hayward Alternative Package Upgrades
 - e. Pre and post-retrofit modeling of energy savings for Advanced Package Upgrades
 - f. Compliance with the City of Hayward Quality Assurance program
4. The person undertaking the improvement work must obtain all necessary building permits from the City of Hayward.
5. Project eligibility for a local incentive is based upon a post-upgrade review by the City of Hayward. A confirmed program reservation does not guarantee that a project is eligible for an incentive.
6. Incentive amounts will be determined by the actual installed scope of work as described on the PG&E Post-Retrofit Job Reporting Template, regardless of the scope of work reported to the program on the PG&E Pre-Retrofit Job Reporting Template. If funds are not available to meet the full incentive amount for the installed scope of work, the City of Hayward will disburse the maximum available funds for the incentive.
7. Incentive amounts may not exceed actual costs.
8. The energy assessment, all improvement work, and all invoices and other required documentation must be completed and submitted to the administrator no later than 120 days after the reserved date unless an extension has been granted by the local government in its sole and absolute discretion, in which case the deadline shall be 180 days.

Releases and Indemnification

I acknowledge that the City and their agents have developed the Energy Efficiency Incentive program solely for the purpose of assisting with the financing of energy efficiency improvements, and that they have no responsibility of any kind for, and shall have no liability arising out of, the performance of, any service, installation, operation, or maintenance of the authorized improvements. I agree that my successors in interest and I shall be solely responsible for the installation, operation, financing, refinancing and maintenance of the improvements.

I agree to release, defend, indemnify, and hold harmless the City of Hayward, and their agents including their officers, directors, employees, volunteers, and agents, from and against any and all claims, actions, demands, costs, damages or lawsuits, arising out of or connected with my participation in this program.

TERMS AND CONDITIONS:

This Agreement is entered into by the City of Hayward (hereafter referred to as "City") and the Participant (as indicated above). This Agreement is a one-time offer from the City to provide financial incentives to the Participant for delivering energy savings under the **Residential Energy Efficiency Incentive Program ("Program")** that is funded by the American Recovery and Reinvestment Act under the auspices of the Department of Energy ("DOE"). Participation is pursuant to the terms and conditions outlined herein and in the Program Policy and Procedures, which is incorporated by reference. Funding approved for this Program is limited and will be allocated on a first-come, first-served basis.

Funds will only be reserved upon the City's execution of this Agreement.

This Agreement is valid for one year from the date the City executes this Agreement, or the Program end date, March 31, 2012, whichever is sooner. In no instance shall the City pay incentives beyond September 30, 2012. The City will deliver an executed copy of this Agreement to the Participant after acceptance and execution by the City. The City reserves the right to modify or cancel the incentive offer if the actual system(s) installed differs from the proposed installation, or if the Participant's actual installation cost is less than the estimated incentive amount stated above.

The City will not use Participant's name or any identifying characteristics of Participant for advertising, sales promotion, or other publicity without prior written approval by Participant. The City reserves the right to modify or discontinue this Program without prior notice if such modification or discontinuance is required by DOE. Payment of the incentives shall be made to the Participant or Participant's designated payee only after all Program requirements are met, upon verification of installation by a City Program Representative.

ELIGIBILITY:

1. To be eligible for incentives under this Program, Participant's property must receive electric and/or gas distribution service from PG&E. Participant must be a resident of the City of Hayward. The Property must be located in the City of Hayward.
2. Participant must be a PG&E customer who pays the Public Purpose Fund charges.

PARTICIPANT AGREES TO:

1. Install and/or implement the energy efficiency measures in accordance with applicable laws, safety standards, and existing governmental regulations or orders.
2. Provide invoices or similar proof of installation costs as required by the City. Proof of installation may include a verification letter from the contractor, the homeowner, the City or other agent of the City that the project has been installed correctly. Incentive amount cannot exceed the installation cost.
3. Allow City, and DOE representatives reasonable access to Participant's project site to inspect and verify installation and operation. DOE's and/or its consultant's review of the design, construction, operation or maintenance of the Project energy efficiency measures do not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the Project measures.

This application is to be completed only by a contractor approved by Energy Upgrade California. See <https://energyupgradeca.org/county/alameda/vendors#p-v=1&per-v=10&h-v=640102177> for a list of approved contractors.

- 4. Participate in an evaluation, measurement and verification (“EM&V”) study, if selected by DOE EM&V contractor. These studies are used to analyze current program performance and improve future program designs. Participant agrees to fully cooperate with the study team if asked to participate.

TAX LIABILITY:

Incentives may be taxable and will be reported by the City to the IRS unless Participant qualifies under an exempt status. The City will report the incentive as income to Participant on IRS Form 1099 unless Participant is a corporation or has indicated that it qualifies for an exempt tax status as indicated on this Agreement. Participant is urged to consult a tax advisor concerning the taxability of incentives. Participant is responsible for any taxes that may be imposed as a result of receipt of incentive payments.

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

PARTICIPANT:

CITY OF HAYWARD

SIGNATURE

SIGNATURE

PARTICIPANT’S REPRESENTATIVE

SUSTAINABILITY COORDINATOR

TITLE

DATE

TITLE

DATE

Changes in the Program Terms; Severability

The City of Hayward reserves the right to change the program Terms at any time without notice. If any Terms are determined to be unlawful, void, or for any reason unenforceable, then such provisions shall be deemed severable from the remaining program Terms and they shall not affect the validity or enforceability of any remaining provisions.

Property Owner Acknowledgement of General Terms and Conditions:

This acknowledges that I have read and understand the General Terms and Conditions (“Terms and Conditions”). I agree to comply with these Terms and Conditions. If I fail to submit sufficient documentation or otherwise violate the Terms and Conditions, I will voluntarily forfeit my position on the program list and

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subsequent rebate allotment. The energy assessment or upgrade must be in accordance with the program standards for grant funds to be distributed. Failure to comply with any of the terms or conditions may result in dismissal from the program and loss of rebate.

Applicant signature

Applicant name (please print) and Date

Signature of owner (if different than applicant)

Name of owner (please print) and Date