



Solar on Multifamily Affordable Housing

PROGRAM HANDBOOK

Fifth Edition

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# 1. Introduction: The SOMAH Program

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The Solar on Multifamily Affordable Housing (SOMAH) program marks the largest potential investment of dollars in solar on multifamily affordable housing to date in both the history of California and of the United States. This landmark program – funded at up to \$1 billion and with a target of 300 megawatts (MW) of solar installed through 2030 – is uniquely structured to ensure long-term, direct economic benefits for low-income tenants, and create broad impact in disadvantaged communities.

The SOMAH program is administered by a team of nonprofit organizations (the SOMAH Program Administrator, or SOMAH PA), and includes a host of no-cost services to participating property owners, contractors, job seekers, and tenants. These services, including comprehensive technical assistance for projects and a competitive bidding process, are designed to promote market development while ensuring broad consumer protections are in place. The program also has a robust job training and local hiring component, furthering the benefits to communities. Robust data collection will ensure comprehensive program evaluations and transparent operations. Program outcomes will be quantified and made public, increasing public data and information available for this sector.

This Handbook details complete program guidelines, rules, and documents required for participation. Additional information and resources are available at [CalSOMAH.org](https://CalSOMAH.org).

## 1.1 Program Overview

The Solar on Multifamily Affordable Housing (SOMAH) program is overseen by the California Public Utilities Commission (CPUC or Commission) and provides solar incentives to qualifying affordable housing within the service territories of Pacific Gas & Electric Company (PG&E), Southern California Edison Company (SCE), San Diego Gas & Electric (SDG&E), Liberties Utilities Company (Liberty), and PacifiCorp (collectively, the Investor-Owned Utilities, or IOUs).

### 1.1.1 Legislative and Regulatory Background

Assembly Bill (AB) 693 (Eggman), Stats 2015, Chapter 582 created the Multifamily Affordable Housing Solar Roofs Program, funded at up to \$100 million annually from the investor-owned utilities' share of greenhouse gas (GHG) auction proceeds. Senate Bill (SB) 92, adopted with the 2017-2018 State Budget, further clarified program funding. Decision 17-12-022 (December 14, 2017) implemented AB 693 and changed the name of the program to the Solar on Multifamily Affordable Housing (SOMAH) program to distinguish it from other state clean energy and low-income solar programs. Decision 17-12-022 established the program's budget, incentive structure and eligibility policies, among other items. It also determined that the SOMAH program would be administered by a single statewide program administrator (PA) selected through a competitive request for proposals process. Although the SOMAH program shares many characteristics with the Multifamily Affordable Solar Housing (MASH) program, this Decision delineated that SOMAH is, in fact, a different program than MASH and requires new rules and procedures to be developed.

### 1.1.2 Program Administration

On March 29, 2018, the program administration team comprised of the Association for Energy Affordability (AEA), the Center for Sustainable Energy (CSE), and GRID Alternatives (GRID), was selected to administer the SOMAH program. This team of nonprofit organizations and its subcontractors, including the California Housing Partnership Corporation (CHPC), the Rising Sun Center for Opportunity (formerly, the Rising Sun Energy Center) and rotating community-based organizations, is referred to as the SOMAH Program Administrator (SOMAH PA or PA), and administers the program in all IOU territories. The SOMAH PA functions as a single entity, and offers a set of comprehensive, no-cost services to program participants including affordable housing owners/operators, contractors, tenants and job training participants, among others.

### 1.1.3 SOMAH Program Goals

The SOMAH program is statutorily mandated to provide incentives for the installation and interconnection of at least 300 MW CEC-AC of solar generating capacity on qualified multifamily affordable housing statewide by December 31, 2030.

All projects are required to provide direct economic benefits to tenants and the majority of system capacity must serve tenant loads. The program serves qualified affordable housing, and the program also includes specific eligibility for projects sited in “disadvantaged communities (DACs)”, as defined by the California Environmental Protection Agency (CalEPA) and the California Communities Environmental Health Screening Tool (CalEnviroScreen).<sup>1</sup> CalEnviroScreen identifies California communities by census tract that are disproportionately burdened by, and vulnerable to, multiple sources of pollution. In an effort to prioritize and increase participation in DACs, the SOMAH PA has set a programmatic benchmark or target of 40% of all participating SOMAH projects to be located in DACs, by 2026. The SOMH PA acknowledges that this will take the support of program partners, stakeholders, and may require new strategies and potential program changes to ensure the program can meet this target.

SOMAH also includes program requirements and initiatives related to energy efficiency, job training and workforce development opportunities emphasizing local and targeted hires, and tenant education and engagement. These program elements will allow SOMAH to create broad and meaningful benefits in communities throughout the IOU territories.

The first round of SOMAH’s third-party, Commission-directed program evaluations commenced in 2020 to assess initial program processes and impacts, and the program will be similarly evaluated every three years.

### 1.1.4 SOMAH Program Budget

Pursuant to AB 693 and SB 92, Decision 17-12-022 establishes a SOMAH program budget of up to \$100 million per year. SB 92 requires the Commission to annually authorize either \$100 million or 66.67% of

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<sup>1</sup> For the SOMAH program, disadvantaged communities are defined as the 25 percent most disadvantaged census tracts on the current and previous version of CalEnviroScreen, along with the 22 census tracts that have the 5 percent highest pollution score but not socioeconomic data. A map of disadvantaged communities is located here: [oehha.maps.arcgis.com/apps/View/index.html?appid=c3e4e4e1d115468390cf61d9db83efc4](https://oehha.maps.arcgis.com/apps/View/index.html?appid=c3e4e4e1d115468390cf61d9db83efc4) and the [CalSOMAH.org](https://CalSOMAH.org) website will contain additional information on eligible census tracts.



available funds, whichever is less, from utility greenhouse gas auction revenue (via the California Climate Investments initiative), for the SOMAH program.<sup>2</sup> Collections began with the fiscal year that commenced July 1, 2016, and end with the fiscal year ending June 30, 2020. In April 2020, via Decision 20-04-012, the Commission determined that revenues were available after 2020, and that there was adequate interest and participation in the program, and authorized continued annual collections through 2026. The program is authorized to run with these collections until December 31, 2030.

Program funding differs by IOU territory. Table 1 provides an illustrative example of how funds may be allocated in a given program year. The specific IOU allocation will depend on that IOU's auction proceeds, which vary. Projects may only receive incentives from the IOU in which the project is located and interconnected. Administrative expenses, including the expenses of the program administrator, the IOUs, and the CPUC, may not exceed 10% of the program budget each year, as shown in Table 2.

**Table 1: Example SOMAH Program Budget by IOU<sup>3</sup>**

| <b>IOU</b>   | <b>% of Total Proceeds (illustrative)</b> | <b>Share of \$100M/annual (illustrative)</b> |
|--------------|---|--|
| PG&E         | 43.09%                                    | \$43,090,000                                 |
| SCE          | 45.36%                                    | \$45,360,000                                 |
| SDG&E        | 10.16%                                    | \$10,160,000                                 |
| PacifiCorp   | 1.05%                                     | \$ 1,050,000                                 |
| Liberty      | 0.34%                                     | \$340,000                                    |
| <b>Total</b> | <b>100%</b>                               | <b>\$ 100,000,000</b>                        |

<sup>2</sup> Greenhouse gas auction revenues are further described in section 748.5 (c) of the California Public Utilities Code. To note, two-thirds of the funding authorized in 748.5 subdivision (c) is equal to 10% of the total funding authorized in section 748.5 overall, because subdivision (c) covers 15% of total Section 748.5 funding.

<sup>3</sup> Table 1 provides an illustrative example of the IOU percentage and amount allocations. Actual percentages and amounts will be updated when available and published by the SOMAH PA to [californiadgstats.ca.gov](http://californiadgstats.ca.gov) and [CalSOMAH.org](http://CalSOMAH.org).

**Table 2: SOMAH Allocation by Budget Category**

| <b>SOMAH Budget Category</b>             | <b>SOMAH Budget Allocation</b> |
|--|--------------------------------|
| Incentives                               | <b>At least 90%</b>            |
| Administration, Marketing,<br>Evaluation | No more than 10%               |
| <b>Total</b>                             | <b>100%</b>                    |

It is important to note that available funding for the SOMAH program depends on greenhouse gas (GHG) auction revenues, and there is no guarantee of funding in future program years beyond what has been collected.

The SOMAH PA will publish and update the incentive budget for each IOU to the California Distributed Generation Statistics (CalDGStats) website ([californiadgstats.ca.gov](http://californiadgstats.ca.gov)) based on each quarter's GHG auction revenues, following the Commission's authorization to release Energy Resource Recovery Account (ERRA) funds in the cases of PG&E, SCE, and SDG&E, or Energy Cost Adjustment Clause (ECAC) funds in the cases of PacifiCorp and Liberty. The budget information will include all program dollars collected to date, by fiscal year, and identify encumbered program funds and available program funds. Any unused funds in one program year will roll over to become available in the next program year.

Because incentive amounts are specifically capped by each IOU territory, the SOMAH program will have five individual reservation queues and up to five waitlist queues, as further described in Section 4.1, Application Pipeline Management. Reservations must meet the milestone requirements in order to maintain the reservation, as detailed in Section 4.2 Application Process. The CalDGStats website will be updated weekly with information related to incentives reserved and remaining in each IOU territory.

While this version of the SOMAH Handbook is in force, there will be no limits on the number of applications any one entity (including property owner/operators, contractors, developers, etc.) may submit. As part of the initial program evaluation that commenced in 2020, this process will be assessed and may be modified to place limits on an entity's participation, if deemed necessary for efficient program functioning and attainment of broad public policy objectives, such as, but not limited to, contractor diversity or the geographic distribution of project sites throughout the state.

#### **1.1.5 Capacity Targets**

The statutorily determined capacity goal for SOMAH is at least 300 MW CEC-AC of interconnected capacity by no later than December 31, 2030. In order to guarantee that there is sufficient incentive funding for the program to reach its 300 MW capacity goal, incentive levels may be adjusted at various points in the program. A third-party program evaluation that commenced in 2020 is the first scheduled point at which the incentive structure will be assessed by the Commission and may be modified.

### 1.1.6 Incentive Overview

SOMAH provides fixed, upfront, capacity-based incentives for qualifying solar energy systems, using the Expected Performance Based Buydown (EPBB) methodology, as detailed in Section 3, SOMAH Incentive Structure. The EPBB incentive is paid based on verified solar energy system characteristics such as location, system size, shading, and orientation. At least 51% of the system's electric output must directly offset tenant load and be provided to tenants in the form of virtual net energy metering (VNEM) bill credits, as further detailed in Section 2.2, General Eligibility Guidelines. The amount of the incentive for SOMAH depends on the capacity of the installed system, the energy percentage split between tenant and common area serving-load, and the other funding resources that the project may leverage, such as the Federal Investment Tax Credit (ITC) and Low-income Housing Tax Credit (LIHTC).

The SOMAH Program offers two payment options. The total incentive can be paid, in full, after the system has been installed, received Permission to Operate from the Utility and has fulfilled all SOMAH requirements. Alternatively, Applicants may opt-in to the Progress Payment Request (PPR) process once the equipment is installed, but prior to receiving Permission to Operate. In order to be approved for a progress payment, the Applicant will need to provide additional required documentation. See Section 3, SOMAH Incentive Structure, for details.

### 1.1.7 Application Tracks

Property owners and operators who meet program eligibility requirements (as detailed in Section 2, Program Eligibility Criteria and Requirements) are invited to apply for the SOMAH program. All program applications and required documents are processed via an online application portal, and comprehensive application information is found in in Section 4, Application Process for SOMAH Projects, and at [CalSOMAH.org](http://CalSOMAH.org).

There are two pathways, designated as “tracks,” to apply for a SOMAH incentive: Track A and Track B. Track A is intended for property owners who would like to receive Technical Assistance services from the PA to help assess the solar potential at their property, and/or identify eligible contractors for their project. Track B is designed for property owners who do not require technical assistance to submit a project reservation and have identified an eligible contractor they would like to work with for their project. The Technical Assistance services provided by the PA are described in Section 1.3.1, Technical Assistance Services, and Track A and Track B are further detailed in Section 4, Application Process for SOMAH Projects.

## 1.2 SOMAH Program Handbook

The SOMAH program and its current handbook are effective as of the Commission-approved program start date of July 1, 2019 through December 31, 2030, unless modified.

This SOMAH Program Handbook describes the detailed requirements for receiving program incentive funds for the installation of qualified solar energy systems. It includes thorough information about the SOMAH program, including a program introduction and overview (Section 1); program eligibility criteria and requirements, (Section 2); SOMAH incentive structure (Section 3); SOMAH's application process (Section 4); and appendices, including sample forms and affidavits.

The Commission, Legislature, or SOMAH PA may modify the program's goals and requirements throughout the program life. Any substantive changes will be made through a Handbook revision process including stakeholder engagement and commenting.

This Handbook may reference external places of record, such as publicly accessible websites, for information that requires more frequent updates.<sup>4</sup> The most recent handbook version and complete SOMAH program information may be accessed on the program's website, CalSOMAH.org.

### 1.3 Services Provided by SOMAH Program Administrator

The SOMAH PA provides a comprehensive suite of program-funded services available at no cost to all program participants, as described below based on participant category:

**Property owners/operators:** For affordable housing owners/operators of properties that qualify for SOMAH incentives, the SOMAH PA offers optional whole-building technical assistance primarily focused on solar PV, energy efficiency and coordination with other energy-related programs. The SOMAH PA can assist the property owner/operator in understanding site solar feasibility; prospective financial costs and benefits; project bids and financing options; conduct a portfolio assessment; provide support throughout contracting, system installation and interconnection; and assist with post-installation warranty claims or performance issues. The SOMAH PA also provides tenant education materials for the property owner/operator to distribute at the property, as further detailed in Section 2.5, Tenant Education Requirements.

**Tenants:** The SOMAH PA facilitates the tenant engagement program elements by creating educational collateral that will be distributed at the property around the time of the installation. All tenants will receive information about the SOMAH program, solar installation, and the direct economic benefits they can accrue. The SOMAH PA also staffs a tenant hotline to offer general assistance and answer questions. In some cases, tenants may be offered an opportunity to participate as job trainees on the project.

**Job Training Participants and Job Training Organizations:** The SOMAH PA assists job training participants in creating a profile on the SOMAH program job board/resume bank and offers a suite of services to increase individuals' employability once they have participated on a SOMAH installation, including resume assistance, interview workshops and notices of relevant job opportunities. The SOMAH PA offers assistance to job training organizations throughout the state in joining the SOMAH program's Directory of Job Training Organizations and getting their students and graduates set up to receive SOMAH job opportunities through the SOMAH job board/resume bank.

**Contractors:** The SOMAH PA is available to assist contractors with any questions related to SOMAH program processes or requirements, as well as system installation and interconnection questions. The SOMAH PA also assists contractors with the job training requirement, and in posting their jobs to the SOMAH job board/resume bank and identifying potential hires. In order to become an eligible contractor for SOMAH, the SOMAH PA requires contractors to complete a mandatory introductory

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<sup>4</sup> At the time of publication of this Fourth Edition SOMAH Program Handbook, the SOMAH PA is developing the SOMAH program's response to COVID-19 that would provide alternative compliance options for milestone requirements that are not feasible during this crisis. COVID-19-specific guidance documents and alternative compliance pathways are posted on the program website.

workshop where the program requirements are further reviewed (Described in Section 2.1.4, Solar Contractor).

The full suite of PA services is delineated in more detail in the following sections.

### 1.3.1 Technical Assistance Services

The primary objectives for Technical Assistance (TA) are to ensure affordable housing owners/operators receive accurate, useful, and helpful information; have a positive experience accessing SOMAH program incentives; develop a robust understanding of other energy programs and options that can be pursued as a coordinated approach with their solar project; and receive assistance leveraging those programs.

SOMAH TA is a voluntary offering available to property owners/operators, tenants, and contractors participating in the program. Technical Assistance is only available for projects that are determined to be eligible and will be provided as long as the project continues to meet all program-required milestones, as described in Section 4.2, Application Process. All projects that request TA will be assigned a designated SOMAH Energy Project Manager (EPM) who will serve as the single point of contact between the property owner/operator and the program.

The following subsections describe the Technical Assistance services offered in each phase of the process:

#### 1.3.1.1 Upfront Technical Assistance Services

Upfront Technical Assistance (TA) services are designed for property owner/operators participating in Track A, and who request preliminary TA services primarily to assess solar feasibility. Upfront TA services can assist the property owner/operator in understanding the solar potential for their site, and the associated costs and benefits of moving forward with a SOMAH project. Property owners/operators interested in Upfront Technical Assistance can request it by submitting a Technical Assistance Interest Request, as described in Section 4.4.1, Technical Assistance Request.

Examples of Upfront Technical Assistance:

- **Evaluate solar potential and feasibility for properties within a portfolio**
- **Establish total PV needed for the site based on historical electrical usage data and planned energy upgrades**
- **Establish common vs. tenant system size split**
- **Establish maximum system size based on physical site properties (available roof, ground and carport area)**
- **Estimate incentive amounts**
- **Provide financial modeling and cost/savings analysis**

### 1.3.1.2 Standard Technical Assistance Services

Standard Technical Assistance services are designed for projects in both Track A and Track B and may be conducted at multiple stages within the project lifecycle. Standard TA services are primarily related to project financing, energy efficiency, and general project management and construction support, as detailed below. Standard Technical Assistance may be requested by submitting a Standard Technical Assistance Form at [CalSOMAH.org/standard-technical-assistance](https://CalSOMAH.org/standard-technical-assistance) at any point after the Reservation Request Package has been submitted (see Section 4.2.2., Submit Reservation Request Package and Application Deposit).

The SOMAH PA can answer key questions to help property owners/operators evaluate different financing models being considered, provide information about additional available incentive programs, and serve as a thought partner to participants exploring viable financing options; however, the SOMAH PA's financial technical assistance is not a substitute for obtaining legal advice or affordable housing consultant services.

Examples of Financial Technical Assistance:

- **Review of property financing status and options**
- **Assessment of feasibility for various financing models, including purchase**
- **Education about key terms of TPO agreements**
- **Identification of opportunities to leverage federal, state, and local resources (e.g. LIHTC, ITC, LIWP incentives, utility incentives, and other sources)**
- **Assistance with affordable housing finance program regulations as they may impact participation in SOMAH. Participants may flag potential issues as soon as they arise to get SOMAH PA assistance. This may include assistance in facilitating communication with federal, state or local housing financing agencies or trouble-shooting matters related to the project capital stack and housing finance program regulations and policies.**

Examples of Energy Efficiency and Clean Energy Technical Assistance:

- **Identify energy efficiency opportunities and review program compliance requirements (See Section 2.4, Energy Efficiency Requirements)**
- **Assist in achieving net zero energy targets**
- **Provide coordination and referrals to other clean energy programs**
- **Assist in meeting Energy Savings Assistance (ESA) program disclosure requirements**

Examples of Project Management and Construction Support Technical Assistance:



- **Provide guidance in soliciting contractor bids, if applicable**
- **Assist in completing Virtual Net-Energy Metering (VNEM) allocations**
- **Connect tenants and property owners/operators with IOU contacts and resources to better understand post-solar utility bill impacts and billing statements**
- **Connect tenants and property owners/operators with IOU contacts and resources to better understand impacts and opportunities to manage the IOU transition to default residential time-of-use rates (where applicable)**
- **Provide general project management and construction support (e.g. upon request, the TA can provide recommendations on coordinating PV installation in conjunction with other property events, rehabilitations, or upgrades)**
- **Provide building department, regulatory, and utility interconnection coordination support with authorities having jurisdiction (The property owner/operator, building department and utility are ultimately responsible, but TA can be requested for coordination support)**
- **Provide guidance on setting up a Performance Monitoring and Reporting Service (PMRS), as described in Section 2.3.6, Interconnection, Performance and Permanency Requirements**

### **1.3.2 Referral Services to Other Energy-Related Programs**

The SOMAH PA and the Energy Project Manager (EPM) are available to discuss additional clean energy and energy efficiency program opportunities with the property owner/operator. The EPM will identify potential energy, water, and health-related programs as relevant to the property and/or as requested by the property owner/operator. If the property owner/operator is interested in participating in any of those programs, the EPM will make a direct referral to that program administrator, including introduction and a handoff between that program administrator's point of contact and the designated contact for the SOMAH property.

Referrals between the participating property and the Energy Savings Assistance (ESA) program is a SOMAH program requirement (as detailed in Section 2.4.2, Energy Saving Assistance (ESA) Program Referral Requirements).

The SOMAH PA and EPM also offer connections to other programs, such as those covering topics detailed below:

- **Energy efficiency (whole building, measure-focused, direct install, and low-income)**
- **Demand response and load shifting**
- **Battery storage**

- **Electrification**
- **Electric vehicle charging**

An up-to-date program list of direct SOMAH program referrals will be maintained on CalSOMAH.org.

### **1.3.3 Services to Support Job Training Participants and Job Training Organizations**

The SOMAH PA will support job training participants and job training organizations in the following ways:

- **Developing the SOMAH Job Training Portal (see Section 2.6.7.1, SOMAH Job Training Portal) and supporting participants in accessing and utilizing it**
- **Developing and publicizing standardized information regarding SOMAH, the solar industry, responsibilities of trainees, job requirements and expectations, and safety standards**
- **Developing a common job description template for SOMAH trainee opportunities that includes expected total hours, types of work, pay scale, and pay timing**
- **Convening and working with statewide job training organizations, including a Regional Job Training Organization Task Force, to provide best-practice curriculum development and other technical assistance resources based on proven, successful solar job training models**
- **Compiling the Job Training Organization Directory and making it publicly available**
- **Providing opportunities for further training for Job Training Participants, which may include resume assistance, interview workshops and notices of relevant job opportunities. These services may also be available to existing contractor employees meeting the local and targeted hire definitions who are interested in increasing their skills and accessing career ladder opportunities.**

### **1.3.4 Tenant Education and Support Services**

The SOMAH program is designed to maximize direct benefits to tenants, as well as provide tenant education and promote tenant engagement with the solar project and energy efficiency initiatives. The PA provides participating property owner/operators with SOMAH-approved information on energy efficiency, TOU rates (if relevant), bill interpretation, and solar training opportunities for their tenants. SOMAH-approved education materials are produced in multiple languages and available for download at CalSOMAH.org. The SOMAH PA will coordinate with the IOUs on an as-needed basis to ensure alignment with existing materials and outreach efforts targeting tenants.

The SOMAH PA also provides a direct phone “hotline” at 800-843-9728 for tenant questions related to solar, energy efficiency services, VNEM credits, job training and general information. The SOMAH PA

may connect tenants with IOU staff and resources to address questions about rates and TOU rate options.

The property owner/operator(s) are required to inform tenants about SOMAH participation and provide them with resources such as the SOMAH-approved information and the phone hotline for additional support (see Section 2.5, Tenant Education Requirements). Guidance on tenant outreach for this purpose is available at [CalSOMAH.org/tenant-engagement-toolkit](https://CalSOMAH.org/tenant-engagement-toolkit).

#### 1.3.4.1 Tenant Complaints or Concerns

Tenants residing in properties participating in the SOMAH program may report a complaint or issue related to SOMAH to the PA via the tenant phone hotline at 800-843-9728 or [CalSOMAH.org/tenants](https://CalSOMAH.org/tenants). The PA will review each complaint submitted by tenants and respond in writing to the tenant within 30 days. The PA may aggregate tenant complaints and share them anonymously with the Property Owner/Operator or in general program reporting.

## 2. Program Eligibility Criteria and Requirements

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To qualify for program incentives, all eligibility criteria and requirements must be satisfied as detailed in the following sections.

### 2.1 Program Participants

Any retail electric distribution customer of PG&E, SCE, SDG&E, PacifiCorp, or Liberty (the IOUs) who owns or manages a property meeting the criteria in Section 2.2, General SOMAH Eligibility Guidelines, is eligible to install a solar energy system project (Project) and receive incentives from the SOMAH program. Additionally, customers that receive service from a Community Choice Aggregation (CCA) Program are eligible, if the CCA offers a virtual net energy metering (VNEM) tariff. Eligible participants in the SOMAH program must be current electric distribution customers of the IOU or the CCA at the facility (Project Site) where the Project will be installed. Municipal and publicly owned electric utility customers are not eligible to receive incentives from the SOMAH program. Within the nomenclature of the SOMAH program, the person who is eligible for the incentive is the Host Customer.

#### 2.1.1 Applicant

The Applicant is the entity that completes and submits the SOMAH program application. The Host Customer may act as the Applicant or designate a third-party to act as the Applicant on their behalf. Examples of third-party Applicants include but are not limited to engineering firms, solar contractors, equipment distributors, energy service companies (ESCO) and equipment lessors. While the third-party Applicant can complete and submit the SOMAH program application, the Host Customer alone is the reservation holder and must obtain, evaluate, and select their bid/contractor (see below and Section 2.8.1, Multiple Bid Process).

#### 2.1.2 Host Customer

The Host Customer must be the owner of, or person/entity responsible for, the property where the generating equipment will be located. However, the Host Customer does not need to be the entity responsible for paying for retail level electric services.

The Host Customer is the incentive reservation holder, and alone will retain sole rights to the incentive reservation and corresponding incentive application number. The Host Customer has the right to designate a third-party Applicant to act on their behalf throughout the application process. The Host Customer also has the right to change these parties at any given time with prior written notice to the SOMAH PA. However, the Host Customer is not permitted to change the project site associated with the incentive application, as further described in Section 4.5.3, Application Site Address Transfers Not Allowable. The Host Customer shall always be party to the SOMAH Contract (the SOMAH Contract is a fully executed Reservation Request Form, submitted during the Reservation Request process), as detailed in Section C-1, SOMAH Program Handbook Requirements and Section C-11, Integration and Modification.

### 2.1.3 System Owner

The System Owner is the owner of the PV system at the time the incentive is paid. For example, when a vendor sells a turnkey system to a Host Customer, the Host Customer is the System Owner. In the case of a third-party-owned system (or leased system, for example), the third party (or lessor) is the System Owner.

The System Owner should be designated on the Reservation Request Form, if known at that time, and on the Incentive Claim Form. If different from the Host Customer, the System Owner shall also be a party to the SOMAH Contract. The Program Administrator may require documentation substantiating equipment ownership.

### 2.1.4 Solar Contractor

All systems must be installed by appropriately licensed California contractors in accordance with rules and regulations adopted by the State of California Contractors State Licensing Board (CSLB). Solar installation contractors must have an active A, B, C-10, or C-46 Contractor's license. The SOMAH PA will verify that the Solar Contractor has an active license with the California Contractors State Licensing Board (CSLB), in accordance with the above requirement, during the application review process.

Although not required, solar installation contractors are encouraged to become certified by the North American Board of Certified Energy Practitioners (NABCEP). For additional information on NABCEP, go to [nabcep.org](http://nabcep.org).

In all cases, systems must be installed in conformance with the manufacturers' specifications and with all applicable electrical and building codes and standards.

All contractors are required to complete an introductory workshop (Contractor Eligibility Workshop) on the SOMAH program before they are authorized to participate in the program. These workshops will be hosted by the SOMAH PA immediately prior to program launch and on an ongoing basis thereafter. Information on upcoming workshops can be found on [CalSOMAH.org](http://CalSOMAH.org). Contractors must also maintain good standing in the program in order to continue participation (as further described in Section 4.9, PA Recourse for Program Requirement Non-compliance).

#### 2.1.4.1 Suspended Solar Contractor License

If it is determined that a contractors' CSLB license was suspended during the application process or if the Solar Contractor has been suspended from the SOMAH program, the following will occur:

- **All parties identified on the application will be notified of the suspension**
- **No SOMAH incentive payment will be made unless the system was interconnected prior to the suspension**
- **If the system has not yet been installed, the Host Customer will be able to hire a new contractor without losing the current incentive reservation and apply for an extension, if necessary.**

The SOMAH PA will determine whether the project is eligible or ineligible to be paid the incentive. If the project is deemed to be payable, the SOMAH PA, in most cases, will only pay the Host Customer the incentive for the project.

#### 2.1.5 Participating Job Trainee

A participating job trainee is an eligible job trainee, based on criteria defined in Section 2.6.5 Eligible Job Trainee, that has been hired by a participating SOMAH contractor to work on a SOMAH project.

#### 2.1.6 Participating Job Training Organization

A participating job training organization is an eligible job training organization, based on criteria defined in Section 2.6.7, Eligible Job Training Programs, that has students or graduates participating and working on SOMAH projects or is actively engaged with the SOMAH PA on placing their students or graduates onto SOMAH projects.

#### 2.1.7 SOMAH Advisory Bodies

The advisory bodies listed below are included for informational purposes and do not adhere to the Handbook in the same manner as the program participants listed above.

##### 2.1.7.1 SOMAH Advisory Council

The purpose of the SOMAH Advisory Council (SOMAH AC) is to ensure that the voices and interests of equity-focused community advocates and key stakeholders remain at the center of the SOMAH program and that SOMAH maximizes benefits to low-income tenants and DACs by advising the SOMAH PA on program development and implementation. SOMAH AC members represent the fields of environmental justice, workforce development/labor, tenant rights and economic justice, affordable housing, tribal communities, and the solar industry

Accountability measures and process for removal of members is defined in the SOMAH Advisory Council bylaws.

### 2.1.7.2 SOMAH Job Training Organization Task Force

The purpose of the Job Training Organization Task Force (JTO Task Force) is to ensure that job training organizations' voices and interests remain at the forefront of the SOMAH program's job training efforts and that trainees have a meaningful and career-advancing experience. The JTO Task Force is comprised of regionally diverse representatives from job training organizations such as California community colleges, career technical education programs, PV training programs offered to the public by local government workforce development programs, community nonprofits, private enterprises, investor-owned utilities, or electrical workers unions with 40+ hours of instructional and/or hands-on PV installation and design training or green building training.

Accountability measures and process for removal of members is defined in the SOMAH JTO Task Force bylaws.

## 2.2 General Eligibility Guidelines

### 2.2.1 Eligible Multifamily Low-Income Housing Properties

The following are generally used to determine SOMAH program eligibility:

**1. Properties must be residential, multifamily low-income housing of at least five (5) units**

**2. Properties must be deed-restricted.**

- Eligible multifamily low-income properties must adhere to the Public Utilities Code Section 2852 (a)(3)(A)(i) compliance elements for multifamily residential complexes with deed restrictions or regulatory agreements pursuant to terms of financing<sup>5</sup> or financial assistance by one or more of the following:
  - Low-income housing tax credits
  - Tax-exempt mortgage revenue bonds
  - General obligation bonds

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<sup>5</sup> Federally financed or subsidized housing properties that do not allow tenants to receive the economic benefits of SOMAH solar credits allocated through VNEM are not eligible for SOMAH incentives. However, the SOMAH PA is authorized to provide incentives to federally financed or subsidized properties that allow tenants to retain the economic benefit of the generation allocated to tenants, if the housing property is otherwise eligible for the program and the project meets all other requirements for receiving incentives (D.17-12-022, pg. 23). As of July 2019, properties funded through the Federal Department of Housing and Urban Development (HUD) in California can be eligible to participate in SOMAH ([https://www.calsomah.org/sites/default/files/docs/SOMAH\\_HUD\\_Solar\\_VNEM\\_Credits\\_memo\\_2019-07-08.pdf](https://www.calsomah.org/sites/default/files/docs/SOMAH_HUD_Solar_VNEM_Credits_memo_2019-07-08.pdf)).

As of February 5, 2020, properties funded through the Federal Department of Agriculture (USDA), Rural Development in California are allowed to exclude solar credits; however, approval is subject to strict adherence to existing regulations in all other respects. The PA will maintain a list of any federal programs that conflict with SOMAH eligibility on the [CalSOMAH.org website](https://www.calsomah.org).

- Local, state, or federal loans or grants
- Rents for low-income tenants must be maintained within required limits pursuant to the property's affordable housing restrictions.
- The deed restriction or regulatory agreement must be independently enforceable and verifiable and cannot be contingent upon participation in the SOMAH program.
- There must be at least ten (10) years remaining on the term of the property's affordability restrictions at the time of Reservation Request Package submittal. Properties with less than ten (10) years remaining that are willing to extend affordability requirements for a total of ten (10) years may access SOMAH Upfront Technical Assistance. Proof of completed extension of affordability restrictions from a state or local agency must be provided with the Reservation Request Package.

**3. The project must satisfy one of the following:**

- At least 80% of property residents must have incomes at or below 60% of the Area Median Income (AMI)<sup>6</sup> as determined by the Department of Housing and Community Development (HCD)<sup>7</sup>

or

- The property must be located in a Disadvantaged Community (DAC) as defined by CalEPA pursuant to Health and Safety Code Section 39711. For the SOMAH program, this is defined as DACs that score in the top 25 percent of census tracts statewide in the CalEnviroScreen tool. It also includes the 22 census tracts that are in the highest 5% of the CalEnviroScreen's Pollution Burden.<sup>8</sup>

**4. Only existing buildings and retrofits are eligible.** New construction developments are not eligible. For a solar system to be eligible for SOMAH, the application for a solar permit must be dated after the issuance of the building's certificate of occupancy. Owners may submit a request for Upfront Technical Assistance for an otherwise eligible property that has not received its

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<sup>6</sup> SOMAH-eligible deed restrictions or regulatory agreements that require any less than 80% of property residents having incomes at or below 60% of AMI will need to be accompanied by a signed Affidavit Ensuring SOMAH Income Levels for Minimum of 10 Years (see Appendix V), certifying that the property owner will voluntarily uphold these resident income requirements for a minimum period of ten years. Income level verification may be requested by the SOMAH PA before issuing Reservation Approval and/or periodically throughout the ten-year duration.

<sup>7</sup> HCD website may be accessed here: <https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>



certificate of occupancy in order to ensure property will be solar ready upon securing a certificate of occupancy.

**5. Units must be separately metered and eligible for a VNEM tariff.** Master-metered buildings are not eligible. At least 51% of the kilowatt-hours (kWh) from the solar electric system must go directly to tenant meters via VNEM.

**6. Properties must be located in either PG&E, SCE, SDG&E, PacifiCorp, or Liberty service areas.** The Host Customer at the property must be a customer of one of these IOUs, and the property must be physically connected to the electric utility transmission and distribution system.

**7. Properties with CCA customers may participate if the serving CCA has a VNEM tariff.**

### 2.2.2 Ineligible Multifamily Low-Income Housing Properties

The following are **not** eligible for incentives under the SOMAH program:

- **Properties that have received a final interconnection authorization letter dated more than 12 months prior to submitting a SOMAH Reservation Request Package.** Systems that are installed prior to submitting a Reservation Request Package may be eligible for SOMAH if the project has not received a final interconnection authorization letter, or if the property received a final interconnection authorization letter dated less than 12 months prior to submitting a Reservation Request Package. If the project has received a final interconnection authorization letter, a copy of this letter must be provided by the applicant if requested by the PA.
- **Properties owned by publicly-owned or investor-owned gas and/or electricity distribution utilities or any electrical corporation (as defined in Public Utility Code 218) that generates or purchases electricity or natural gas for wholesale or retail sales.**
- **Properties with new construction systems are not eligible for the SOMAH program.** A new construction system is a solar system that applies for a solar permit prior to issuance of the certificate of occupancy for the Host Customer Site.
- **Properties subject to any of the following U.S. Department of Housing and Urban Development (HUD) programs are not eligible for the SOMAH program:**
  - Section 101 Rent Supplement
  - Section 236 H. Section 236 Rental Assistance Payments (RAP)
  - Section 221 (d)(3) Below Market Interest Rate (BMIR)

## 2.3 PV System Requirements

PV systems (i.e., systems that cause direct conversion of sunlight to electricity) are the only solar electric generating technology that are eligible to receive incentives from the SOMAH program. Details of the requirements for generation system equipment are described in this section.

### 2.3.1 Equipment Certifications, New Equipment, Not Pilot or Demonstration Systems

All major system components (panels and inverters) must not have been previously placed in service in any other location or for any other use case. Rebuilt, refurbished or relocated equipment is not eligible to receive SOMAH incentives.

Equipment that has received incentives from the Multifamily Affordable Solar Housing (MASH) program are not eligible to receive SOMAH incentives.

Components that are critical to the PV systems must be certified by a Nationally Recognized Testing Laboratory (NRTL). System component ratings must also be certified by the California Energy Commission (CEC) and placed on the CEC's Eligible Equipment List. Components must also meet all requirements for interconnection with the electric utility, including Rule 21 requirements.

The CEC provides a list of currently certified eligible equipment on the Go Solar California site at [www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists](http://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists) or through its Call Center: 800-555-7794. Equipment is periodically added and removed from the CEC lists of eligible equipment, so Applicants should confirm that the components purchased for a system are eligible prior to installation.

All meters used in SOMAH for the PMRS requirements must be accurate to within  $\pm 5\%$ . A list of eligible PMRS providers may be found on the Go Solar CA website: [www.energy.ca.gov/media/3770](http://www.energy.ca.gov/media/3770)

The SOMAH PA will confirm that equipment identified in the Reservation Request Package meets eligibility requirements prior to providing a Reservation Approval Notice. Equipment must be certified before any incentive payments will be made.

New panels added to existing inverter(s) that are already in service are not eligible to receive a SOMAH incentive.

### 2.3.2 Eligibility of Replacement PV Systems

Replacement solar energy systems may be eligible for the SOMAH program provided that they meet the criteria for new systems found in Section 2.3.1, Equipment Certifications, Equipment Certifications, New Equipment, Not Pilot or Demonstration Systems, and replace a system that has been in service for 20 years and is outside the warranty terms. All replacement systems must meet all requirements of the SOMAH program to be eligible for a SOMAH incentive.

### 2.3.3 System Sizing Requirements

#### 2.3.3.1 System Sizing Overview

The SOMAH program's system sizing guidelines are designed to ensure right-sized PV systems are incentivized and account for the current electric load at the property, opportunities for cost-effective load reduction, and the potential for future load increases.

System sizing for SOMAH requires the use of a Solar Sizing Tool, detailed in Section 2.4.4, Solar Sizing Tool.

The minimum system size eligible for an incentive is 1 kW CEC-AC. The SOMAH PA will use the CEC-AC rating<sup>9</sup>, but not a design factor<sup>10</sup>, to determine eligibility according to the minimum system size. The maximum size for projects eligible for SOMAH incentives will be determined by historic load and the Solar Sizing Tool, as described in Section 2.4.4, Solar Sizing Tool. Specific rules for system sizing and interconnection may vary by utility.

For all SOMAH systems, the system size must be calculated using the CEC-AC rating standards, including inverter DC-to-AC losses. To calculate the CEC-AC rating, the following formula should be used:

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$$\text{System Size Rating (kilowatts)} = \text{Quantity of Photovoltaic Modules} \times \text{CEC Rating of Photovoltaic Modules} \times \text{CEC Inverter Efficiency Rating} / (1000 \text{ watts}/1 \text{ kilowatt})$$

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#### 2.3.3.2 System Sizing Determined by On-Site Electrical Load

To be eligible for SOMAH incentives, the system must be sized so that the amount of electricity produced by the system primarily offsets the tenant area electrical needs at the Project Site. At least 51% of the system's electric output must directly offset tenant load and be provided to tenants in the form of VNEM bill credits. Unless additional load substantiation documentation is submitted, the estimated annual kWh production of the proposed system as shown on the EPBB Calculator (see Section 3.1, Expected Performance Based Buydown (EPBB) Incentives) may not be higher than the annual site consumption for all eligible meters. This requirement not only applies to the system as a whole, but also to the common area portion and tenant area portion, distinctively.

The participant may request from the SOMAH PA an estimation of the maximum kWh offset available for existing annual common area electricity consumption and aggregated tenant electricity consumption.<sup>11</sup>

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<sup>9</sup> CEC-AC is a standard for a rating a system's power that is based upon 1,000 watt/m<sup>2</sup> solar irradiance, 20° Celsius ambient temperature, and 1 meter/second wind speed. The CEC-AC watt rating is lower than the Standard Test Conditions (STC), a watt rating used by manufacturers.

<sup>10</sup> The design factor is a ratio comparing a proposed system's expected generation output with that of a baseline system.

<sup>11</sup> The SOMAH PA will provide the IOU Data during the Reservation Request Milestone.

#### 2.3.3.3 System Sizing Based on Future Load Growth

In the case of Host Customers with new or expanded loads with no electric bill history or where the existing electric bill does not reflect the Host Customer's expected expanded consumption, the Applicant must include an estimate of the expected expanded consumption. The Applicant may use the SOMAH Solar Sizing Tool or provide an alternative engineering estimate. The engineering estimate must include the appropriate substantiation of the forecast of the Host Customer Site's annual energy use (in kWh) if the PV system size is based on future load growth, including load growth due to site expansion or other load growth circumstances. Justification for increasing the PV system size may include the planned completion of the following measures:

- **Conversion of gas water heating (individual or central) to high efficiency electric**
- **Conversion of gas space heating (individual or central) to high efficiency electric**
- **Conversion of gas cooking, gas laundry drying, or gas pool heating to high efficiency electric**
- **Installation of electric vehicle charging stations on the property premises, which will be considered a common area load as it relates to SOMAH rebate calculations.**

Suggested methods of demonstrating load growth include an application for electric service or interconnection with corresponding equipment schedules and a single line diagram; building simulation program reports such as eQUEST, EnergyPro, DOE-2, and VisualDOE; or detailed engineering calculations including lists of equipment with corresponding equipment schedules. The PA will verify the load growth predicted and may request further information prior to confirming a reservation and/or approving the increased system size based on future load growth at subsequent application milestones.

#### 2.3.3.4 Solar Sizing Tool

All projects are required to submit a Solar Sizing Tool (SST), which can be referenced at [CalSOMAH.org](http://CalSOMAH.org). This tool will be used to identify cost-effective electricity load reduction opportunities at the property, or net zero opportunities. The SST will also collect building energy use characteristics that will be maintained in the PowerClerk database, and the energy auditor will confirm accuracy of submitted information. The SST must be submitted at the Energy Efficiency Compliance Milestone, although projects are encouraged to complete it sooner.

Using built-in, standard energy savings calculations, this tool will be used to reduce the maximum size of a PV system relative to the prior 12 months of actual electricity consumption at the property by accounting for electricity use reduction opportunities, specific to the common area meters and tenant meters, including cost-effective measures such as LED lighting. Only measures that are included in ESA or similar no-cost programs that the property is eligible for will be considered in system sizing for SOMAH.

The Applicant may submit alternative calculations that can be used as the basis for determining the maximum PV system size relative to historic consumption. These alternate calculations will be subject to review and approval from the SOMAH PA.

If the SST indicates that there are no electricity load reduction opportunities, and this is corroborated by the Energy Audit Report (Pathway 1) or the Documentation of Recent Energy Upgrade (Pathway 2), as further detailed in Section 2.4, Energy Efficiency Requirements, then the maximum PV size will be based on historic electricity consumption alone.

### 2.3.4 Warranty Requirements

California Public Utility Code 387.5(d)(4) requires that all solar energy systems that receive an incentive must have a warranty of not less than 10 years to protect against defects and undue degradation of electrical generation output. The SOMAH program requires more stringent warranties, as follows:

- **All solar energy equipment for electricity generation (PV modules, inverters, tracking mechanisms) shall have a minimum 20-year performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. This may require obtaining an extended warranty for some equipment.**
- **All contractors shall provide a minimum 10-year workmanship warranty to provide for no-cost repair and replacement of the system for any expenses not otherwise covered by the manufacturer.**
- **All contractors shall provide a minimum 20-year warranty to protect the purchaser against more than a 10% degradation of electrical generation output that may occur as a result of faulty installation.**
- **Meters must have a one-year warranty to ensure against defective workmanship, system or component breakdown, or degradation in electrical output of more than 15% from their originally rated electrical output during the warranty period. For meters that are integrated into the inverter, the inverter warranty requirement of 20 years will take precedence.**

By signing the Incentive Claim Form, Host Customer and System Owners acknowledge that they have received a 10-year warranty for no-cost repair and replacement of the solar energy system from the Contractor, and that all system components meet the additional warranty terms, including the 20-year equipment warranties, described in this section.

### 2.3.5 Inspection Requirements

It is the intent of the SOMAH program to provide incentives for reliable, permanent, safe systems that are professionally installed and comply with all applicable federal, state, and local regulations. The SOMAH PA will conduct an on-site system inspection for every Project during the Incentive Claim process to verify that the Project is installed as represented in the application, is operational, is interconnected, and conforms to the eligibility criteria of the SOMAH program. See Section 4.8, Onsite Field Inspections, for a detailed description of the inspection process. A mandatory on-site inspection is

also required for all relocated equipment. The frequency and structure of inspections may be modified over the life of the SOMAH program at the SOMAH PA's discretion.

In addition, the SOMAH PA will conduct energy efficiency site verifications on a sampling basis to verify accuracy and compliance with the energy efficiency requirements as detailed in Section 2.4, Energy Efficiency Requirements.

### 2.3.6 Interconnection, Performance and Permanency Requirements

Equipment installed under the SOMAH program is intended to be in place for a minimum of 20 years. Only permanently installed systems are eligible for SOMAH incentives. This means that the solar energy system must demonstrate to the satisfaction of the SOMAH PA adequate assurances of both physical and contractual permanence prior to receiving a SOMAH incentive.

Physical permanence is to be demonstrated in accordance with industry practice for permanently installed equipment. Equipment must be secured to a permanent surface. Any indication of portability, including but not limited to temporary structures, quick disconnects, unsecured equipment, wheels, carrying handles, dolly, trailer or platform, will deem the system ineligible.

Under rare and extenuating circumstances, equipment relocation may be warranted. Allowance of the relocation without a clawback (return) of the SOMAH incentive is at the sole discretion of the SOMAH PA. See Section 4.9.4, Grounds for Incentive Payment Clawback or Reduction, for more information on incentive clawbacks. System Owners who have received a SOMAH incentive and have relocated their system must orient their relocated equipment to produce at least the same generation as their initial EPBB Incentive payment was based upon.

Contractual permanence corresponding to a period of 20 years is to be demonstrated as follows:

- **All agreements involving the solar energy system receiving an incentive are to be provided to the PA for review as soon as they become available, but at the Proof of Project Milestone stage at the latest. These agreements include, but are not limited to, system purchase and installation agreements, warranties, leases, energy or solar services agreements, energy savings guarantees and system performance guarantees.**
- **The System Owner agrees to notify the PA in writing a minimum of 60 days prior to any change in either the site location of the solar energy system or change in ownership of the generation system if the change(s) takes place within the applicable warranty period. The warranty period for the SOMAH program is 20 years.**
- **If the solar energy system is voluntarily removed by the System Owner prior to end of the 20-year warranty period, either:**
  - **The solar energy system may be installed at another site within the utility service territory within six months in accordance with the requirements of this section and with the**

approval of the SOMAH PA. The relocated system installed at the alternate site would not be eligible for an additional SOMAH incentive; or

- The incentive shall be returned to the Program Administrator (prior to January 1, 2030), or the California Public Utilities Commission (after January 1, 2030); and
- The System Owner would be unable to participate in the SOMAH program for any additional installations under the SOMAH program, including any active reservations that have not yet been paid.

A mandatory site inspection is required for all relocated equipment. See Section 4.8, Onsite Field Inspections, for more information.

#### 2.3.6.1 Interconnection to the Electric Utility Distribution System Requirements

All solar electric PV systems receiving incentives under the SOMAH program must be connected to the local electric utility distribution system. The system interconnection, operation and metering requirements for solar energy systems shall be in accordance with the local electric utility rules for customer generating facility interconnections, including Rule 21 requirements. To connect a solar energy system to the utility distribution system, the Applicant, Host Customer and/or System Owners will be required to execute certain documents such as, but not limited to, an Application to Interconnect a Generating Facility and a Generating Facility Interconnection Agreement or Virtual Net Energy Metering (VNEM) Agreement with the local electric utility. For a solar system size that exceeds 1 MW, the owner will be responsible for any interconnection costs or requirements, as specified by the utility.

Applicants, Host Customers, and/or System Owners are solely responsible for submitting interconnection applications to the appropriate electric utility interconnection department, and it is strongly recommended to submit such applications as soon as the information to do so is available. Upon request and when necessary, the SOMAH PA may assist with coordination related to system interconnection between the Applicant, Solar Contractor, electric utility, and any other relevant parties through its Standard TA services, as noted in Section 1.3.1, Technical Assistance Services.

Permission to Operate (PTO), designated by the local electric utility, is required prior to submitting an Incentive Claim. All projects must receive the PTO from their local utility before operation. The local electric service provider will convey proof of interconnection to the SOMAH PA. The SOMAH PA will work with the IOUs to determine the most efficient way to transfer and receive data, including proof of PTO. SOMAH incentive payments will not be made until the SOMAH PA confirms valid interconnection.

For more information on electric grid interconnections, contact the utility using the contact information included at the beginning of the Handbook.

#### 2.3.6.2 Operations, Maintenance and Performance Guarantees for Third-Party Owned Systems

Third-party owned systems are required to provide evidence of operations, maintenance and monitoring for the full term of the third-party ownership agreement. Additionally, third-party owned systems must include performance guarantees ensuring the systems will produce a minimum of 90% of the expected annual production as calculated by the EPBB calculator (see Section 3.1, Expected Performance Based Buydown (EPBB) Incentives) for the duration of the agreement. Should a system's



annual production fall below 90% of the expected annual production after a 0.5% annual degradation factor has been applied, the third-party owner must be required to compensate the Host Customer for the lost production valued at the applicable power purchase agreement (PPA) or similar contract type (i.e. Solar Service Agreement) rate for the production year (adjusted for any PPA rate escalators) multiplied by the production shortfall for the annual period. Although it is not mandatory, the SOMAH PA strongly encourages the Host Customer to compensate the tenants for performance guarantee shortfalls, either directly (e.g. rent reduction, direct check to tenant) or indirectly through common area improvements. The Certification of Compliance with SOMAH Performance Requirements for Third-Party Owned Systems worksheet (Appendix I) must be filled out and submitted with a copy of the third-party ownership agreement no later than the Proof of Project Milestone submission. Production and true-up periods are defined as the biennial anniversary date of the system receiving Permission to Operate.

The Certification of Compliance with SOMAH Performance Requirements for Third-Party Owned Systems worksheet (Appendix I) must be filled out and submitted with a copy of the third-party ownership agreement no later than the Proof of Project Milestone submission. Production and true-up periods are defined as the biennial anniversary date of the system receiving Permission to Operate.

When a system paid through SOMAH is owned by a third party, further requirements will apply to ensure that no additional cost of system maintenance or operation be passed on to low-income tenants. The Affidavit Ensuring 100% Tenant Economic Benefit (Appendix E) must be filled out and submitted with the third-party ownership agreement with or prior to the Proof of Project Milestone submission.

#### 2.3.6.3 Performance Monitoring and Reporting Services (PMRS) Requirements

Performance Monitoring and Reporting Service (PMRS) requirements were developed to increase owner knowledge of system performance and foster adequate system maintenance to ensure incentives result in expected levels of solar generation.

PMRS is required for all systems. The System Owner must contract with a PMRS provider for a minimum of 20 years to ensure transparency of the system's production for the Host Customer via login credentials to inverter original equipment manufacturer (OEM) or equivalent production software at the Incentive Claim stage. The contract with a PMRS provider will not be required to be submitted for SOMAH PA review, but the PMRS provider name must be listed on the Incentive Claim Form. The SOMAH PA reserves the right to request a copy of the contract if needed. Additionally, Applicants must provide 15-minute interval production data to the SOMAH PA via login credentials to inverter original equipment manufacturer (OEM) or equivalent production software at the Incentive Claim Milestone.

## 2.4 Energy Efficiency Requirements

The SOMAH program incorporates Energy Efficiency (EE) requirements intended to increase participation in the ESA program and related programs and ensure property owners/operators receive comprehensive information about load reduction opportunities that may be available for their site.

### 2.4.1 Energy Efficiency Compliance Pathways

As part of SOMAH's EE requirements, participants must either complete an energy audit, or have recently participated in an EE program. The two possible pathways are further described below.

Regardless of which pathway is pursued, the participant must submit a completed SOMAH Solar Sizing Tool (SST) as part of their application (see Section 2.3.3.4, Solar Sizing Tool and Section 4.2.3, Submit Energy Efficiency Compliance Milestone). Program participants may access SOMAH's Energy Efficiency and Clean Energy Technical Assistance as outlined in Section 1.3.1, Technical Assistance Services, for assistance complying with the EE requirements.

### **Pathway 1: Energy Efficiency Whole-Building Walkthrough Audit**

Participants selecting this option must hire a credentialed energy auditor to provide a whole-building energy efficiency walkthrough audit. The cost of this walkthrough audit is the responsibility of the participant. The energy auditor shall possess at least one of the following credentials, and shall list their certification number(s) on the energy audit report and Solar Sizing Tool:

- **BPI Multifamily Building Analyst (MFBA)**
- **California HERS Whole House Rater**
- **RESNET Rater**
- **GreenPoint Rater, Existing Home Multifamily**
- **AEE Certified Energy Manager**
- **American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) (BCxP, BEAP, BEMP or HBDP)**
- **Professional Engineer**

The SOMAH PA will maintain a voluntary contact list of energy audit providers who meet one or more of these certifications, available at [CalSOMAH.org](https://CalSOMAH.org). Energy audit providers interested in being included on this list should contact the SOMAH PA. Whole building energy audits completed within five years prior to the SOMAH application date may comply if the audit, audit report, and auditor credentials meet SOMAH energy audit criteria.

The energy audit report shall at a minimum include the building systems and energy use details as identified in the Whole-Building Audit Requirements Checklist, which can be referenced at [CalSOMAH.org](https://CalSOMAH.org). These details align with those of an ASHRAE Level 1 Audit. Green Condition Assessments, High Performance Building Assessments, and Green Physical Needs Assessments that meet or exceed HUD, Fannie Mae, and Freddie Mac requirements will also meet the energy audit report requirements. Submitted energy audit reports will be reviewed by the SOMAH PA to verify alignment with the SOMAH audit requirements checklist.

The SOMAH PA will conduct site verifications on a sampling of projects to verify accuracy of the energy audit report and the SST, and any findings that are out of compliance will be relayed to the property owner and the energy audit firm. Findings may result in a reduction in the maximum size of the PV system, or a reduced SOMAH incentive based on the maximum size that is recalculated after correction of non-compliance findings. Any site verifications conducted by the SOMAH PA to verify the accuracy of

energy audit reports and SST will occur within 30 days of the energy audit submission to the program. Any findings from the energy audit site verification that would result in a reduction in the maximum size of the PV system will be reported to the Host Customer within 60 days from audit report submission.

Repeated non-compliance findings from an individual contractor or firm across multiple projects will result in the contractor or firm being placed on a provisional mentoring/correction process for all submitted projects, which may include additional quality assurance audits, until the issue has been corrected. For instances of deliberate/repeated misrepresentation of existing conditions of the building, consequences can include infractions or disqualification from program participation as further delineated in Section 4.9, PA Recourse for Program Requirement Non-Compliance.

**Pathway 2: Recent or active participation in an approved whole-building energy upgrade program, documentation of a recent California Tax Credit Allocation Committee (TCAC) rehabilitation, or documentation that the property was completely constructed under a recent version of Title 24.**

Participants who choose this pathway must evidence any of the following:

1. Documented enrollment<sup>12</sup>, including evidence of active or completed energy upgrades<sup>13</sup>, in either a utility, a regional energy network (REN), community choice aggregation (CCA), or state/federally provided whole-building multifamily energy efficiency program within the past five years from the initial SOMAH application submittal date. A list of all currently approved programs will be maintained on [CalSOMAH.org](http://CalSOMAH.org) and the SOMAH PA can refer the property owner to potential applicable program(s) upon request.
2. Documentation of a California Tax Credit Allocation Committee (TCAC) building rehabilitation that meets or exceeds the Minimum Construction Standard requirements and that was completed within the past five years from the initial SOMAH application submittal date.
3. Documentation that the property was completely constructed under 2013 Title 24, which went into effect July 1, 2014, or a more recent code version.

#### 2.4.2 Energy Saving Assistance (ESA) Program Referral Requirements

Referral to the Energy Savings Assistance (ESA) program is a SOMAH program requirement. The Applicant will be required to submit a list of all tenant addresses within the property as part of the Reservation Request Package. The address must list the street address and unit number for each tenant at the project site (e.g. 1415 Monterey Road Apt. #1). The SOMAH PA will provide the list to the utility ESA program staff on a regularly scheduled interval for follow up regarding ESA program enrollment. While referral to the ESA program is a requirement, participation in ESA is not a requirement for moving forward with SOMAH participation.

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<sup>12</sup> Documentation of enrollment includes program's approved incentive reservation form or program's approved post-construction incentive payment form.

<sup>13</sup> Documentation of active or completed energy upgrades can include signed contracts with energy efficiency installers, permits, invoices, or receipts.

The SOMAH PA will also share IOU-provided outreach materials to participating property owners/operators regarding the ESA program. The property owners/operators will be required to either post the ESA program outreach materials on-site or distribute them directly to the tenants. To receive a copy of the ESA program outreach materials to post on site, the property owner/operator can go to [CalSOMAH.org](http://CalSOMAH.org) or contact the SOMAH PA.

The distribution of these ESA program materials may be coordinated with the distribution of other SOMAH-approved and required tenant energy education materials, as described in Section 2.5, Tenant Education Requirements.

## 2.5 Tenant Education Requirements

The Host Customer is required to notify tenants about participation in SOMAH and provide them with SOMAH-approved information on energy efficiency, time-of-use (TOU) rates (if relevant), tiered rates, bill interpretation, solar training opportunities, and resources for additional support and information.

Educational materials must be provided by the property owner/operator to tenants through mail or direct delivery and one additional means (i.e., email, community meeting) and in languages accessible by all residents 60 days or fewer prior to the start of construction. Host Customers must complete an Affidavit found in Appendix F, Affidavit Ensuring Tenant Education, to verify that tenant education occurred.

The SOMAH PA will coordinate with each IOU on an as-needed basis to ensure alignment with existing materials and outreach targeted to tenants. SOMAH-approved tenant educational materials are available in multiple languages and housed on [CalSOMAH.org](http://CalSOMAH.org). The SOMAH PA is available for support to ensure Host Customers meet the tenant education requirements as well for any additional translations needed.

## 2.6 Job Training Initiatives, Requirements and Resources

Providing job training and workforce development opportunities is an integral part of the SOMAH program and required by statute and Commission directives. To be eligible for a SOMAH incentive, a project must meet all the SOMAH job training requirements described in this section, and applicants are encouraged to consider local and targeted hiring in meeting SOMAH's job training requirements. Only in extremely rare circumstances will the PA approve a project with incomplete job training requirements.

### 2.6.1 Minimum Requirements for Job Trainees and Hours

For each SOMAH project, the Solar Contractor(s) agrees to hire the appropriate number of eligible job/workforce trainees for the appropriate timeframe based on the SOMAH system size (see Table 3). While SOMAH encourages the hiring of local and targeted communities for program job training, others may qualify under requirements defined in Section 2.6.3, Eligible Job Trainee.

The table below outlines the required number of trainees and paid training hours per project system size.

**Table 3: Job Trainee Requirements Based on System Size**

| <b>System Size (CEC)</b> | <b>Required Number of Job Trainees</b>            |
|--------------------------|---|
| 0kW - < 50kW             | 1 trainee and no less than 40 hours               |
| 50kW - < 100kW           | 2 trainees and no less than 40 hours each trainee |
| 100kW and greater        | 2 trainees and no less than 80 hours each trainee |

The table above provides minimum trainee and trainee hours requirements. The SOMAH PA encourages contractors to consider additional trainees as possible to provide a buffer for unplanned early terminations (voluntary or involuntary). See Section 2.6.8, Early Terminations and Required Notifications.

### **2.6.2 Types of Job Training**

The training requirement can be met by having the trainee participate directly on the SOMAH solar installation or in a supporting role for that project. SOMAH job training may occur on or off the project site.

In order to align with industry standards, and ensure a quality training experience, the job training categories eligible for SOMAH are based on the North American Board of Certified Energy Practitioners (NABCEP)'s Photovoltaic Installation Professional Job Task Analysis.

PV Direct Installation tasks may include:

- **Developing safety plan and safeguarding hazards**
- **Installing raceways**
- **Installing electrical equipment**
- **Installing DC PV system conductors**
- **Installing AC PV system conductors**
- **Installing grounding and bonding**
- **Completing utility interconnection**
- **Installing system monitoring, control and communication hardware**

- **Installing battery equipment**
- **Installing ground mounted structure**
- **Installing building mounted system**
- **Installing PV modules**

Project Design/Engineering tasks may include:

- **Reviewing customer expectations**
- **Reviewing project criteria**
- **Assessing project site**
- **Configuring mechanical design**
- **Configuring electrical design**
- **Configuring system monitoring, control and communications design**
- **Preparing project documentation**
- **Securing permits and approvals**
- **Adapting system design**

PV Commissioning and Maintenance tasks may include:

- **Reviewing or developing commissioning protocol**
- **Completing visual and mechanical inspection**
- **Conducting mechanical tests**
- **Conducting electrical tests**
- **Verifying system operation**
- **Confirming project completion**
- **Orienting end user to system**
- **Verifying system operation and performance**

- **Performing preventive maintenance**
- **Performing corrective maintenance**

### 2.6.3 Eligible Job Trainee

An eligible (qualified) job trainee is an individual who has completed the Job Trainee Intake Form (Appendix M, Job Trainee Intake Form) and is one of the following:

- **An individual currently enrolled in an eligible job training program; or**
- **An individual who graduated from an eligible job training program (as specified in Section 2.6.5, Eligible Job Training Programs) within 12 months of the start date of the SOMAH installation project; or**
- **A tenant whose primary residence is a SOMAH-eligible property**

Eligibility as a job trainee lasts for 12 months beginning from the trainee's first day of work on any SOMAH project.

### 2.6.4 Encouragement of Local and Targeted Hiring

One of the goals of the SOMAH program is to stimulate local economic and workforce development, ensuring that benefits are delivered to traditionally underserved communities. The SOMAH program's local and targeted hiring initiatives are designed to ensure that jobs are directed to community members who need them most. While local and targeted hiring are not currently required by the SOMAH program, they are strongly encouraged.

For the purposes of SOMAH projects, a **local hire** is defined as an individual who is domiciled within the county in which the SOMAH project is taking place.

A targeted hire may or may not live within the county in which the SOMAH project is taking place. Individuals meeting the **targeted hire** goal can include residents of disadvantaged communities (per CalEnviroScreen eligibility), affordable housing residents, women, people of color, and other individuals who have faced or who have overcome at least one of the following barriers to employment: being homeless, being a custodial single parent, receiving public assistance, lacking a GED or high school diploma, participating in a vocational English as a second language program, or having a criminal record or other involvement with the criminal justice system.

The SOMAH PA team will ensure there are trainees broadly available who meet either the local hire or targeted hire definitions.

Contractors participating in the multiple bid process (as detailed in Section 2.8.1, Multiple Bid Process) will have the opportunity to describe elements of their local/targeted hire plan on the project bid form. Contractors may also include information about existing local hires' wages, benefits, and services in their



bid. Ultimately, it is the Host Customer who will make the decision on which bid to accept based on their own needs and priorities.

### 2.6.5 Eligible Job Training Programs

Eligible job training programs include California Community College or other PV-training programs offered to the public by local government workforce development programs, community non-profits, private enterprises, or the electrical workers union with 40+ hours of instructional and/or hands-on PV installation and design training. Career technical education programs related to green building or design offering 40+ hours of instruction are also eligible.

### 2.6.6 Contractor Job Training Responsibility

As part of the job training requirement, Contractors are responsible for adhering to the following requirements:

- **The Contractor is responsible for finding and hiring the job trainee(s) for each SOMAH installation in accordance with the number of job trainees required for the project described in Section 2.6.1, Minimum Requirements for Project Trainees and Hours.**
- **The Contractor is required to enter and manage each SOMAH job training opportunity in the online SOMAH Job Training Portal, beginning recruitment at least 60 days before installation begins.**
- **The Contractor must pay job trainee(s) for time spent on each SOMAH installation, at a rate consistent with the primary Contractor's entry level or temporary worker wage, or 1.4x the minimum wage of the city in which the SOMAH project is located, whichever is higher.<sup>14</sup> Payment should be dispersed to trainees within 30 days of the actual work.**
- **The Contractor's insurance must cover the employment of the SOMAH job training hires, including temporary hires.**
- **The Contractor must ensure that all trainees have completed the required Job Trainee Intake Form prior to submitting the Job Training Affidavit. See Appendix M, Job Trainee Intake Form and Appendix L, Job Training Affidavit.**
- **The Contractor must submit the Job Training Affidavit to the SOMAH PA with the Incentive Claim Package. The affidavit identifies the names of the eligible job training program and job**

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<sup>14</sup> Complete information on the SOMAH wage floor and a table of wages by CA city is available for reference on [CalSOMAH.org](http://CalSOMAH.org). If a "primary" contractor subcontracts any portion of the SOMAH work to a subcontractor, it is the primary contractor's entry level or temporary worker wage that prevails (rather than that of the subcontractor) in comparing wages to 1.4 times the city's minimum wage to determine which is higher in setting the job trainee's wage floor.

trainee(s) used for each SOMAH installation, trainee contact information, types of job tasks completed, hours worked and wages. Both the Contractor and SOMAH Job Trainee(s) must complete and sign this affidavit after the trainee's time on the installation (project) is completed. See Appendix L, Job Training Affidavit.

### 2.6.7 Job Training Resources Provided by the SOMAH PA

Job training and workforce development are integral elements of SOMAH, and key ways in which the program can make meaningful impact in the communities it was designed to serve. The PA has designed the program to offer a suite of resources to contractors to support hiring and compliance with the job training requirements.

To assist with trainee recruitment, the SOMAH PA provides the following tools to all contractors:

- Job board
- Resume bank
- Job training organization directory

These tools are available on the SOMAH Job Training Portal to which all eligible contractors are granted access. The SOMAH PA will ensure that these tools and resources are regularly updated and well populated.

The SOMAH PA also maintains phone and email channels for direct support, and assistance with connecting contractors to job training organizations and eligible trainees.

#### 2.6.7.1 SOMAH Job Training Portal

The SOMAH Job Training Portal is a central hub where contractors manage each SOMAH project's job training requirement and trainees can connect with job training opportunities. The portal includes:

- **A resume bank where contractors can search for eligible trainees**
- **A job board to post and manage open SOMAH trainee positions as well as potentially other work opportunities available with the Contractor**
- **A job training organization directory, a list of eligible job training programs throughout the state available to both contractors and prospective trainees**
- **Resources for trainees to support SOMAH experience and further professional development**

#### 2.6.7.2 SOMAH Job Training Portal for Contractors

Contractors are required to create profiles and manage the job training requirement for each SOMAH project on the SOMAH Job Training Portal.

To manage the job training requirement on a SOMAH project, the Contractor must log into the portal and create a job opening. Job openings can either be published to the portal where eligible job trainees

can apply, or hidden from the portal if the Contractor chooses to use an alternative means of recruitment. Alternative means of recruitment include searching the resume bank, contacting job training organizations from the directory, recruiting tenants residing at the project location, or using an existing employee who meets the eligibility criteria for a SOMAH job trainee. Recruitment for job trainees should begin at least 60 days before the start of an installation.

In order to complete the job training requirement, contractors will be responsible for submitting the Job Training Affidavit (Appendix L, Job Training Affidavit) to the SOMAH PA during the Incentive Claim stage and indicating that the job is closed in the SOMAH Job Training Portal.

#### 2.6.7.3 SOMAH Job Training Portal for Trainees

All prospective job trainees can register for access to the SOMAH Job Training Portal. Registration requires submission of the Job Trainee Intake Form (Appendix M). In the portal, prospective trainees will have access to the SOMAH resume bank, job board, job training organization directory and resources to support their job search and professional development.

Trainees are encouraged but not required to use the SOMAH Job Training Portal. Contractors are responsible for ensuring that trainees not using the portal complete the Job Trainee Intake Form. Contractors should email completed Job Trainee Intake Forms (PDF version) to the SOMAH PA at [workforce@CalSOMAH.org](mailto:workforce@CalSOMAH.org).

#### 2.6.7.4 SOMAH Job Training Portal for Job Training Organizations

Job Training Organizations are encouraged to have their trainees sign up for the SOMAH Job Training Portal to add their resumes, apply for open SOMAH training opportunities and access trainee resources.

The SOMAH PA will build a list of all known eligible job training programs as defined in Section 2.6.5, Eligible Job Training Programs. Organizations with eligible programs not already on the list can be added to the job training organization directory by contacting the SOMAH PA.

#### 2.6.8 Early Terminations and Required Notifications

To provide a buffer for unplanned early terminations or resignations (voluntary or involuntary), the PA recommends that contractors plan in advance to have additional trainees available for a project. Additionally, the PA recommends that contractors are prepared to offer job training at different stages of a SOMAH project. A full list of eligible job training tasks, including pre- and post-installation tasks, can be found in Section 2.6.2, Types of Job Training.

Should a contractor have a job trainee leave their position, voluntarily or involuntarily, before completing the required number of work hours, the contractor will be expected to make every reasonable, good faith effort to hire a new trainee in order to comply with the program's job training requirement.

The SOMAH PA may – in rare, extenuating circumstances – offer exceptions to the job training requirement, given that the Contractor has contacted the SOMAH PA within five (5) business days of the early termination or resignation to discuss the program options. For inquiries regarding early terminations (voluntary or involuntary), contractors must contact the SOMAH PA by emailing [workforce@CalSOMAH.org](mailto:workforce@CalSOMAH.org) or [contact@CalSOMAH.org](mailto:contact@CalSOMAH.org).

## 2.6.9 Job Training Data Collection

### 2.6.9.1 Job Training Data Collection for Contractors

Contractors are required to completely fill out and submit the Job Training Affidavit (Appendix L, Job Training Affidavit), including the names of the eligible job training program and job trainee(s) used for each SOMAH installation, trainee contact information, types of job tasks completed, hours worked and wages.

The SOMAH PA will survey contractors regarding each SOMAH job trainee after the Job Training Affidavit is submitted. Contractors who report hiring SOMAH trainees will also be surveyed up to three, six, and nine months after the hire date. Contractors are required to respond to these surveys for a minimum of one year. (See Appendix G, Contractor Job Training Surveys). Repeated failure to respond to surveys may result in an infraction, as further detailed in Section 4.9, PA Recourse for Program Requirement Non-compliance.

### 2.6.9.2 Job Training Data Collection for Job Trainee Participants

While trainees are not required to participate in the Job Training Portal, they must complete the Job Trainee Intake Form (Appendix M) in order to be considered an eligible SOMAH Job Trainee. The form includes job trainee name, contact information, job training organization, education, past work experience, and demographic information (optional). This data is collected by the SOMAH PA for analysis purposes and will not be shared with contractors. The Job Trainee Intake Form can be filled out by either registering for the SOMAH Job Training Portal online or completing the PDF Version (See Appendix M) and sending via email to the SOMAH PA at [workforce@CalSOMAH.org](mailto:workforce@CalSOMAH.org). The Contractor is responsible for ensuring that all job trainees have completed and submitted the form.

### 2.6.9.3 Job Training Data Collection for Job Training Organizations

The SOMAH PA may survey job training organizations whose trainees/students have participated in SOMAH projects for job placement and other data as needed.

### 2.6.9.4 Public Reporting on Job Training Data

The SOMAH PA team will publicly report aggregate trainee data. Data will not be shared on the individual level or associated with any individual. Names and contact information will not be shared.

The SOMAH PA will publicly report on:

- **Percent of trainees who were local hires**
- **Percent of trainees who were targeted hires**
- **Number of trainees hired to permanent positions by the contractor with whom they participated**
- **Job Training Organizations with students participating in SOMAH training opportunities**
- **Breakdown of types of job training**

- Average hours worked per trainee, per project
- Average trainee wage
- Breakdown of temporary and permanent staff used to meet SOMAH job training requirement
- Trainee race/ethnicity breakdown
- Trainee gender breakdown
- Percent of trainees who have been involved with the criminal justice system
- Percent of trainees receiving government benefits
- Percent of trainees who are unemployed or underemployed at the time of SOMAH intake
- Highest level of trainee education
- Trainee job attainment and retention (as available)

## 2.7 100% Tenant Economic Benefits Affidavit Requirement

SOMAH is designed, in part, to relieve tenants' energy cost burden through on-bill credits. SOMAH VNEM solar credits are financial credits delivered through tenant utility bills for efficiency and convenience.

The Host Customer must demonstrate that the portion of the solar energy system allocated to offsetting tenant load through VNEM will result in the tenants receiving 100% of the economic benefit of the generation allocated to their unit and meter on a monthly basis for the life of the system or 20 years, whichever is less. Tenants may not bear any portion of the cost of the solar energy system nor be subject to the recapture or diminishment of SOMAH's required tenant economic benefits. Host Customers will be required to exclude solar credits from utility allowance calculations,<sup>15</sup> may not assume control of tenant utility accounts, nor increase rents in relation to the SOMAH-funded PV installation.

To affirm that this requirement has and will continue to be met for the required period, the Host Customer must sign the Affidavit Ensuring 100% Tenant Economic Benefit (Appendix E) in addition to a

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<sup>15</sup> Federally financed or subsidized housing properties that do not allow tenants to receive the economic benefits of SOMAH solar credits allocated through VNEM are not eligible for SOMAH incentives. However, the PA is authorized to provide incentives to federally financed or subsidized properties that do allow tenants to retain the economic benefit of the generation allocated to tenants, if the housing property is otherwise eligible for the program and the project meets all other requirements for receiving incentives (D.17-12-022, pg. 23). As of July 2019, properties funded through the Federal Department of Housing and Urban Development (HUD) in California can be eligible to participate in SOMAH ([https://www.calsomah.org/sites/default/files/docs/SOMAH\\_HUD\\_Solar\\_VNEM\\_Credits\\_memo\\_2019-07-08.pdf](https://www.calsomah.org/sites/default/files/docs/SOMAH_HUD_Solar_VNEM_Credits_memo_2019-07-08.pdf)).

completed VNEM Allocation Form. Providing only the VNEM Allocation Form is not sufficient to meet the requirements of the Program under this section, per the Tenant Economic Benefits Affidavit.<sup>16</sup>

To protect SOMAH's tenant benefit, the property must remain deed restricted, including at least 10 years remaining on the term of the property's affordability restrictions at the time of Reservation Request Package submittal, as detailed in Section 2.2.1, Eligible Multifamily Low-Income Housing Properties. Violations of SOMAH's tenant benefits affidavit requirements are grounds for incentive clawback per Section 4.9.4, Grounds for Incentive Payment Clawback or Reduction.

The SOMAH PA will report on tenant economic benefits based on data made available by the utilities.

## 2.8 Multiple Bid Requirements and Resources

The SOMAH program must ensure high-quality and high-performing solar PV systems are installed in a cost-competitive manner. In addition to requisite project cost reporting, the SOMAH program includes a process for Host Customers to obtain project bids from multiple solar contractors. This bidding process will assist the SOMAH program in standardizing costs and auxiliary benefits, such as workforce development, local hiring and energy storage capabilities, and ensuring they are transparent and understandable for property owners/operators. The project bidding process is integrated into Track A and optional for Host Customers in Track B, as further described in Section 4, Application Process for SOMAH Projects.

### 2.8.1 Multiple Bid Process

The Multiple Bid Process is a tool to assist Host Customers in obtaining multiple project bids from eligible contractors. The role of the SOMAH PA is to ensure the bids are presented in a clear and standardized format that allows for the costs and benefits to be understood by the property owner/operator. It will be the sole decision of the Host Customer to select the bid and contractor for their project.

The SOMAH PA has developed a standardized bidding template and an online bidding tool to assist the Host Customer in understanding their project bids and enable as much of an "apples to apples" comparison as possible of the costs and benefits of each bid.

All eligible SOMAH contractors will receive the bidding template as well as training and additional information on the bidding process at the Contractor Eligibility Workshop (See Section 2.1.4, [Solar Contractor](#)). After completion of the Contractor Eligibility Workshop, the contractor will be added to the online bidding portal where they can offer bids to participating Host Customers.

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<sup>16</sup> Participation in SOMAH does not lock rents or utility allowances in place for the lifetime of the SOMAH system. Rather, the affidavit ensures that tenant solar benefits are excluded from the project's utility allowance calculations in order to prevent the recapture and/or diminishment of tenant economic benefits from solar through rent and utility allowance adjustments related to the solar system. A property may still adjust rents and utility allowances as part of the standard operation, maintenance, and compliance requirements for a deed-restricted property.

### 2.8.2 Multiple Bid Requirements and Process for Track A Projects

For projects in Track A, the Host Customer will obtain multiple project bids after completion of Upfront Technical Assistance. Between that point and the Reservation Request submittal, the property owner will review the bids and select a contractor. Once the Reservation Request Package is submitted, the SOMAH PA will reach out to the Host Customer directly to collect the three bids or obtain them directly through the bidding portal, if applicable. If the Host Customer received the bids in the eligible format, the SOMAH PA will attach them to the Reservation Request. If the Host Customer did not meet the bidding requirement, they will be directed to the online bidding portal to access additional bids. The Host Customer will have 20 days to submit the multiple bids or their application will be cancelled. Exceptions to the multiple bid process will be made on a case-by-case basis, by the SOMAH PA, in the event there are not sufficient SOMAH-eligible contractors available to provide three timely bids on a particular project.

### 2.8.3 Multiple Bid Waiver Option for Track B Projects

For projects in Track B, the Host Customer may elect to collect multiple bids or waive this step. Host Customers waiving the multiple bid process will be required to submit the Multiple Bid Waiver acknowledging their awareness of the bid tool and choice to decline and proceed with their existing contractor. If the Host Customer declines to participate in the multiple bid process, their project may proceed with a reservation.

## 2.9 SOMAH Program Third-Party Measurement and Evaluations

The CPUC requires an independent evaluation of the SOMAH program every three years that will help assess the overall effectiveness and efficiency of the SOMAH PA and SOMAH program. To facilitate the evaluation and provide overall program transparency, the SOMAH program includes robust collection of data. The first planned program evaluation commenced in 2020. Verification of customer installations, installation performance, and participant compliance with program requirements are all necessary to ensure the SOMAH program can continue to comply with CPUC standards. All Applicants, Host Customers, and System Owners must agree to provide the Program Administrator and/or third parties contracted by the CPUC access to the installation site. The SOMAH PA must also have access to comprehensive information, including, but not limited to, documentation collected on or by the solar energy system, as well as to any affidavits required by the Program.

## 2.10 SOMAH Program Database Requirements

The SOMAH program has an online application tool and application processing database, PowerClerk, which is accessible via the [SOMAH website](#). PowerClerk allows Applicants to create new applications, submit project data and required documentation, manage application due dates, and submit incentive claims. By utilizing PowerClerk, Applicants are able to fully apply online. No paper applications will be accepted. If an Applicant needs assistance to apply for an incentive online, the SOMAH PA is available to help.

The SOMAH program also uses the California Distributed Generation Statistics (CalDGStats) website ([californiadgstats.ca.gov](http://californiadgstats.ca.gov)) to provide both detailed program data and easily accessible high-level data gathered through the SOMAH databases, including PowerClerk, the bidding tool, and the Job Training



Portal. Public data (non-personally identifiable information) will be exported to CalDGStats on a weekly basis, where it will be available to download. Additionally, charts and tables will be created and updated weekly from the public export. The SOMAH budget report will also be available through [californiadgstats.ca.gov](http://californiadgstats.ca.gov). This budget report will show all program dollars collected to date, by fiscal quarter, and identify encumbered program funds and available program funds for each utility territory participating in the SOMAH program.

Additionally, the Applicant, Host Customer and System Owner shall agree to allow all non-personally identifiable information provided as part of the application process to be entered into the statewide database for tracking of the application for the SOMAH program and other incentive programs. Access to this database will be limited to the SOMAH PA and the California Public Utilities Commission.

## 2.11 Additional Requirements and Terms

In addition to the program eligibility criteria and requirements described above and elsewhere in the Handbook, there are a number of additional items required of SOMAH program participants. These additional requirements and terms are discussed more fully in Appendix C, Additional Requirements and Terms.

# 3.SOMAH Incentive Structure

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The SOMAH program provides fixed, up-front, capacity-based incentives for qualifying solar energy systems, using the Expected Performance Based Buydown (EPBB) methodology originally developed for the California Solar Initiative program.

The EPBB incentive is paid based on verified solar energy system characteristics such as location, system size, shading, and orientation. At least 51% of the system's electric output must directly offset tenant load and be provided to tenants in the form of virtual net energy metering (VNEM) bill credits, as further detailed in Section 2.2, General SOMAH Eligibility Guidelines. The amount of the incentive for SOMAH depends on the capacity of the installed system, the energy percentage split between tenant and common area serving-load, and the other eligible funding resources that the project may leverage, such as the Federal Investment Tax Credit (ITC) and Low-income Housing Tax Credit (LIHTC).

SOMAH incentives may cover the full cost of the portion of the photovoltaic (PV) system that offsets tenant load; however, the total SOMAH incentive payment cannot exceed the full cost of the system, taking into account other eligible non-tax-credit-based incentives the project receives with the exception of the Multifamily Affordable Solar Housing (MASH) program. See Section 3.2 Accounting for Other Funding for additional information.

## 3.1 Expected Performance Based Buydown (EPBB) Incentives

The SOMAH program will pay incentives for projects through an up-front incentive referred to as an Expected Performance Based Buydown (EPBB). These EPBB incentives are based on the system's capacity and design, which provide an estimate of the system's future performance.

The SOMAH PA will use the California Energy Commission's CEC-AC method to determine the system rating. The following formula determines the EPBB incentive:

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$$\text{EPBB Incentive Payment} = \text{Reserved Incentive Rate}^{17} \times \text{System Rating} \times \text{Design Factor}$$

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The Design Factor is a ratio comparing a proposed system to a reference system. Very simply, it reflects:

$$\text{Design Factor} = \frac{\text{Proposed System}}{\text{Reference System}}$$

More specifically, the Design Factor is calculated as follows:

$$\text{DF} = \text{Dcorr} \times \text{Gcorr} \times \text{Icorr}$$

$$\text{Dcorr (Design Correction)} = S_{s,p,p} / S_{s,p,o}$$

$S_{s,p,p}$  = The system's estimated summer kWh output at the proposed location, with proposed tilt and azimuth

$S_{s,p,o}$  = The system's estimated summer kWh output at the proposed location, with summer optimized tilt and azimuth allowing for equal treatment of proposed systems oriented from South to West (i.e., the optimized system's orientation shall be the same as the proposed system for orientations due south to due west)

$$\text{Gcorr (Geographic Correction)} = A_{s,p,o} / A_{s,r,o}$$

$A_{s,p,o}$  = The system's estimated annual kWh output at the proposed location, with summer optimized tilt and south azimuth

$A_{s,r,o}$  = The system's estimated annual kWh output at the reference location, with summer optimized tilt and south azimuth

$$\text{Icorr (Installation Correction)} = \text{PTC}_{\text{adj}} / \text{PTC}$$

$\text{PTC}_{\text{adj}}$  = The adjusted PTC DC rating accounting for mounting method, NOCT and power temperature coefficient for that specific module

PTC = The DC rating of the panels at PVUSA Test Conditions

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<sup>17</sup>CEC-AC System Rating (kilowatts) = Quantity of Modules x CEC Rating of Photovoltaic Modules x CEC Inverter Efficiency Rating / (1000 watts/1 kilowatt)

In sum, the Design Factor for EPBB will:

- **Treat all systems oriented between 180° and 270° equally**
- **Assign optimal orientation tilt for each compass direction in range of 180° and 270°, optimized for summer production**
- **Include location-specific criteria to account for weather variation and shading**
- **Be based on an optimal reference system and location**
- **Determine optimal reference latitude tilt that relates to local latitude**

Please refer to the EPBB User Guide for more detailed explanation of the calculator's methodology and instructions, at [csi-epbb.com](http://csi-epbb.com).

### 3.1.1 EPBB Calculator Modifications

The CPUC and the SOMAH PA reserve the right to modify the calculator at any time without advance notice to applicants.

However, if the calculator is revised between the time the Applicant submits a Reservation Request and an Incentive Claim Form, and the revision alters the project's incentive amount, the PA will notify the Host Customer by letter and/or email.

If the Host Customer received a Reservation Approval notice *before* such a calculator revision, they can either:

- D. Re-submit the application using the revised calculator (If the Host Customer chooses to resubmit, they will not lose their place in the queue or application deposit); or
- E. Notify the PA that they wish to remain at the incentive level calculated in the existing application using the original calculator (even if the incentive would be reduced under the new calculator).

In either case, the Host Customer must notify the SOMAH PA of their intent, in writing, within 30 days of the date of the PA's notification. If the Host Customer does not notify the PA of their intent within 30 days of the date of the PA's notification, the application will remain in the queue at the level projected under the calculator used in the initial application process.

If the Host Customer has *not* received a Reservation Approval Notice before such a calculator revision, the SOMAH PA shall notify the Host Customer of the calculator change and how it impacts the incentive amount when the Reservation Approval Notice is issued. The Host Customer must either:

- A. Return the notification to the SOMAH PA indicating they accept the recalculated incentive amount using the new calculator;

- B. Return the notification to the SOMAH PA indicating they do not accept the new incentive amount and wish to resubmit the application (If the Host Customer chooses to resubmit, they will not lose their place in the queue or forfeit their application deposit); or
- C. Return the notification to the SOMAH PA indicating they wish to withdraw the application.

To exercise any option above, the Host Customer must notify the SOMAH PA of their intent, in writing, within 30 days of the date of the PA's notification. If the Host Customer does not return the notification noting acceptance of the recalculated incentive, resubmit the application, or withdraw the application within 30 days of the date of the PA's notification, then the PA will cancel the application, and the Host Customer will lose both their application deposit and place in the queue.

### 3.2 Accounting for Other Funding

In order to ensure that tenants gain the full benefits for energy generated by the capacity allocated for their use, SOMAH incentives may cover the full cost of tenant load. The total incentive payment, however, cannot exceed the full cost of the system, when other eligible incentives the project receives are considered, as provided in Pub. Util. Code Section 2870(f)(5). Other eligible incentives are considered to be rebates or incentives from other programs, such as a rebate from a city program, or an incentive from another state incentive program, with the exception of the Multifamily Affordable Solar Housing (MASH) program. MASH incentives may not be stacked with SOMAH incentives for the same system. Projects that have received a MASH incentive will not be eligible to receive a SOMAH incentive. Projects that have applied to receive a MASH incentive will not be eligible to receive a SOMAH incentive without providing evidence that the MASH application has been cancelled or withdrawn. Only incentives from SOMAH and eligible incentives from other programs will be considered in reducing the SOMAH incentive, should the SOMAH incentive and the other program incentives be greater than the eligible SOMAH system cost. The Federal ITC and LIHTC are already factored into SOMAH incentive levels and are not considered other incentives in the context of SOMAH (see Table 4, SOMAH Incentive Structure, below).

All funding the SOMAH project receives, including grants, forgiven loans, post-installation agreements, Renewable Energy Credits (RECs or Green Credits), performance payments, etc. must be disclosed to the SOMAH PA as soon as those agreements are known.

The incentive amount is determined by the proportion of solar energy system load allocated to tenants and the proportion allocated to common areas.<sup>18</sup> So that tenants may realize the greatest benefits of the solar energy system, incentives are larger for the portion of the system load allocated to the tenants.

The incentive level is lower for projects that additionally receive the Federal ITC and/or LIHTC benefits. The incentive level is reduced by 30% if the project receives either the ITC or the LIHTC and is reduced by 50% if the project receives both benefits. This initial SOMAH incentive structure is reflected in Table 6.

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<sup>18</sup> See D.17-12-022, pages 41-43 for discussion of SOMAH incentive structure.

**Table 4: SOMAH Incentive Structure**

(Effective from program launch date of July 1, 2019 through July 1, 2020)<sup>19</sup>

| TAX CREDITS |       | \$ per AC Watt Incentive <sup>20</sup> |             |
|-------------|-------|--|-------------|
| ITC         | LIHTC | Tenant                                 | Common Area |
| No          | No    | \$3.20                                 | \$1.10      |
| Yes         | No    | \$2.25                                 | \$0.80      |
| No          | Yes   | \$2.25                                 | \$0.80      |
| Yes         | Yes   | \$1.60                                 | \$0.60      |

**Example 1 (No Tax Credits Applied):**

Evaluated System Size: 27.3 kW (27,300 watts)

Portion of system load dedicated to tenants: 15 kW

Incentive without tax credits: \$48,000 (15,000 watts x \$3.20)

Portion of system load dedicated to common areas: 12.3 kW

Incentive without tax credits: \$13,530 (12,300 watts x \$1.10)

**Example 2 (With ITC Tax Credits Applied):**

Evaluated System Size: 27.3 kW (27,300 watts)

Portion of system load dedicated to tenants: 15 kW

Incentive with ITC: \$33,750 (15,000 watts x \$2.25)

Portion of system load dedicated to common areas: 12.3 kW

Incentive with ITC: \$9,840 (12,300 watts x \$.80)

**Example 3 (With ITC and LIHTC Tax Credits Applied):**

Evaluated System Size: 27.3 kW (27,300 watts)

Portion of system load dedicated to tenants: 15 kW

Incentive with ITC and LIHTC: \$24,000 (15,000 watts x \$1.60)

Portion of system load dedicated to common areas: 12.3 kW

Incentive with ITC and LIHTC: \$7,380 (12,300 watts x \$.60)

To reflect changes in actual market costs, SOMAH incentive levels will be subject to predetermined reductions on an annual basis. Annually, incentive levels will decrease either by five percent or by the annual percent decline in residential solar costs as reflected by NREL reports, whichever is less.<sup>21</sup> The annual reduction will occur at the 12-month point from the program launch date, and the date will be

<sup>19</sup> D.17-12-022, page 42.

<sup>20</sup> The AC Watt Incentive will be calculated based on the CEC-AC rating, kW, as identified on the Expected Performance Buydown documentation for the project. See Section 3.1, Expected Performance Based Buydown (EPBB) Incentives, for more information.

<sup>21</sup> D.17-12-022, page 43.

publicized on the CaDGStats website and the SOMAH website. The Commission may modify this incentive reduction process as the program progresses or based on information obtained about market costs, or through the SOMAH program evaluations. A modification to this incentive reduction process will be detailed through a Handbook modification process, including notice to stakeholders and program participants.

Projects will receive the incentive level available at the time a Reservation Request is submitted. However, when a territory is on a Waitlist at the time the Reservation Request package is submitted, the SOMAH PA may apply a more current incentive rate to a Waitlisted application once it reaches Reservation Request review.

### 3.3 Incentive Limitations

If the Project is installed as described on the Reservation Request Package and Energy Efficiency Compliance Milestone and all program requirements are complied with, the SOMAH PA will pay the total approved incentive, or remaining incentive amount (See Section 3.4, Progress Payment Request) to the entity designated as the SOMAH incentive recipient, or Payee, within approximately 45 days of the Incentive Claim Approval Notice<sup>22</sup>. The SOMAH PA reserves the right to modify the incentive amount or cancel the application if:

- **The actual installation of the solar energy system as determined by an on-site field inspection differs from the final installation documented by the Applicant in PowerClerk;**
- **The solar energy system fails the on-site field inspection;**
- **The solar energy system is not interconnected by the date shown on the Incentive Claim Form; and/or**
- **Required documents submitted fail to meet the requirements of the SOMAH Program Handbook.**

Any system changes or additions made after the Incentive Claim approval must be reported to the PA and the local utility interconnection department. Failure to notify the PA may result in an immediate Applicant and/or Contractor failure or disqualification, and could result in an incentive clawback (if paid), as further detailed in Section 4.9, PA Recourse for Program Requirement Non-compliance.

#### 3.3.1 Total Eligible Project Costs

The Applicant must submit project cost details to report total eligible project costs and ensure that total incentives do not exceed total project costs. See Section 3, SOMAH Incentive Structure, for information on incentives.

Total eligible project costs cover the solar energy system and its ancillary equipment. Additional equipment and other costs outside of the project scope are considered ineligible project costs (see

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<sup>22</sup> Incentive payment timelines will vary across IOU territories due to differing IOU payment processes.

below). For large, multifaceted projects where the solar energy system costs are embedded into other project costs, applications must include an estimate of the total eligible costs for the solar energy system.

The following costs may be included in total eligible project cost:

- **Solar equipment capital costs, including tracking systems and other ancillary equipment associated with the solar energy system**
- **Engineering and design costs for the solar energy system**
- **Construction and installation costs. For projects in which the generation equipment is part of a larger project, only the construction and installation costs directly associated with the installation of the energy generating equipment are eligible**
- **Engineering feasibility study costs**
- **All interconnection costs (if applicable) including:**
  - Electric grid interconnection application deposits
  - Metering costs associated with interconnection
- **Building permitting costs**
- **Warranty and/or maintenance contract costs associated with eligible project cost equipment (including any prepaid or extended warranties)**
- **Sales and use tax**
- **Performance Monitoring and Reporting Service (PMRS) equipment and/or services**
- **Customers may claim certain mounting surface costs as eligible project costs. Costs may include mounting surfaces for the PV modules and/or the materials that provide the primary support for the PV modules. Only the percentage of mounting surface directly under the PV modules is eligible.**
- **Construction management and project development costs incurred by the Host Customer if separate from the solar vendor, contractor, subcontractor, or seller (the entity that sells the system), and clearly documented via contracts, invoices, or equivalent.**
- **Cost of capital included in the system price by the vendor, contractor, subcontractor, or seller (the entity that sells the system) is eligible if paid by the System Owner. This includes, but is not limited to, financing costs associated with loans or lines of credit.**

In cases in which an installation contract encompasses all costs associated with the installation of a solar energy system and additional measures such as energy efficiency, other renewable generating technologies, etc., the contractor must delineate the costs for the solar energy system separately in the agreement.

### 3.3.2 Reportable Project Costs

All systems receiving a SOMAH incentive are required to enter the costs identified below in the SOMAH program's online database, PowerClerk, in order for the PA to track solar energy system cost data:

- **PV modules – the cost for the number of modules installed**
- **Inverters – the cost for the number of inverters installed**
- **Carport mounting surface material and installation (when applicable)**
- **On-site system measurement, PMRS and data acquisition equipment and/or services**
- **Permitting fees – only include the cost of the permitting fees charged by the permitting agency (do not include any costs associated with time and labor in applying for permits)**
- **Balance of system (BOS) – all other eligible costs associated with the installation of the PV system. Please see Section 3.3.1, Total Eligible Project Costs, for a description of eligible project costs.**
- **For Solar Power Purchase Agreements or similar contract type (Solar Service Agreement, etc.), applicants are required to provide the following:**
  - \$/kWh
  - Escalator, in flat dollars or percentage (if included)
  - Any additional associated costs, including taxes and fees
  - Term (in months)
- **For Solar Leases, applicants are required to provide the following:**
  - Monthly payment amount
  - Escalator, in dollars or percentage (if included)



- Any additional associated costs, including taxes and fees
- Term (in months)

For Host Customer owned projects, the total cost listed in PowerClerk must match the total cost listed in the executed contract for system purchase and installation. If costs change for any reason from previously reported amounts listed in PowerClerk, applicants must update PowerClerk with correct final totals. Cost-related information will only be made public in aggregate to report program-level cost averages and will not be reported publicly on a project-by-project basis.

### 3.4 Right to Audit Final Project Costs and Affidavits

The SOMAH PA reserves the right to conduct audits to verify that project-related payments were made as identified in agreements provided by equipment sellers and/or solar contractors. As part of these audits, the SOMAH PA will require applicants to submit check copies, credit card statements or equivalent documentation to substantiate payments made to the equipment seller and/or solar contractors. The final amount legally incurred or paid to the equipment seller and/or the final amount paid to the contractor for the purchase and installation of the system must match the cost information identified in the Incentive Claim.

To meet this requirement, the System Owner must submit final invoices and/or a copy of the final agreement, and cost documentation must provide sufficient information to identify clearly the equipment purchased and the labor paid. If there is no direct proof of actual payment from the System Owner to an appropriately licensed solar contractor or seller, the incentive will be cancelled or reduced, as noted in Section 4.9.4, Grounds for Incentive Payment Clawback or Reduction. Applicants must explain the difference if the final amount paid by the Applicant is different from the amount of the purchase or installation shown in any agreement or invoice or in the previously submitted Reservation Request.

In addition, the final invoices or agreements should clearly indicate the extent to which the SOMAH incentive lowered the cost of the system to the System Owner. If the System Owner has entered into an agreement to pay the equipment seller over time rather than in lump sum, the final agreement must indicate the terms of payment and the amount of any deposits or payments paid by the Applicant to the equipment seller to date. The System Owner must pay the cost of any system installation prior to submitting an Incentive Claim to the SOMAH PA.

When submitting this documentation, applicants are encouraged to remove their personal account numbers or other sensitive information identified in the documentation.

The SOMAH PA and/or the CPUC reserve the right to request further documentation that demonstrates compliance with all program requirements, CPUC program audits, CPUC data requests, and/or additional requests by the SOMAH PA or CPUC through the life of the SOMAH program. Examples of supporting documents may include, but are not limited to, documents associated with job training, tenant benefit affidavits, and all documentation submitted to the PA for SOMAH Project approval.

### 3.5 Progress Payment Request

The SOMAH Program offers a progress payment option for projects that are installed but are awaiting completion of subsequent steps, including AHJ inspections and finalizing the Utility interconnection process. An Applicant may request a progress payment of 60% of the reserved incentive amount once the solar PV system is installed and the project has received a Proof of Project Milestone Approval notification, but may not request a progress payment any later than 4 months in advance of the Incentive Claim Milestone deadline. See Section 4.4.5, Progress Payment Request Requirements, for details on additional documentation requirements to request a progress payment.

## 4. Application Process for SOMAH Projects

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Through the SOMAH program, funding may be reserved for property owners/operators who have committed to the purchase and installation of an eligible PV system at a given project site. A funding reservation provides the purchaser assurance that the reserved funds will be available when the Incentive Claim is made. The SOMAH program uses an online application tool, PowerClerk, to simplify the application process and confirm the incentive amount reserved, contingent on receiving all documents. Section 4.1, Application Pipeline Management, provides information on SOMAH application pipeline.

There are two tracks to apply for a SOMAH incentive: Track A and Track B. Both tracks provide fixed, upfront, capacity-based incentives for qualifying solar energy systems, using the EPBB methodology.

#### **Track A:**

- **Designed for Host Customers who receive direct program marketing and outreach from the SOMAH PA and its network of community-based organizations (CBOs).**
- **Host Customers will most likely not have an identified contractor;<sup>23</sup> Host Customers will obtain multiple bids from eligible contractors and will select the bid and contractor for their project.**
- **Projects that select Track A will have their incentive funding earmarked for a three-month period prior to a Reservation Request to participate in Upfront Technical Assistance and obtain and review multiple project bids submitted by different eligible contractors.**

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<sup>23</sup> If a property owner has an identified, eligible contractor they would like to use, and decline to participate in the multiple bidding process, they are not eligible for Upfront TA and will be required to move to the Track B timeline.

- Standard TA services from the SOMAH PA are available throughout the project lifecycle.

#### **Track B:**

- Designed for Host Customers who receive direct program marketing and outreach from an eligible contractor, project developer, or similar entity.
- Projects in this track likely have completed some or all of the initial technical assistance (provided by the contractor/developer) for a SOMAH project, such as a solar site assessment, initial design, financing options review, contract review, etc.
- Projects that select Track B are not eligible for Upfront Technical Assistance and may decline the option to participate in the multiple bidding process.
- Standard TA services from the SOMAH PA are available throughout the project lifecycle.

Within the framework of SOMAH project milestones and steps, Track A projects will have incentive funding earmarked for three months based on the date and time the Technical Assistance Interest Request is submitted. For Track A and B projects, incentive funding will be reserved for 18 months based on the date and time the Reservation Approval Notice is sent.

## **4.1 Application Pipeline Management**

### **4.1.1 Pipeline Statuses**

The SOMAH program has two primary application pipeline statuses for each IOU territory: open and closed. An application pipeline may be open with no waitlist, open with a waitlist, closed with a waitlist, or closed for maintenance. The SOMAH program closes application pipelines when waitlists are excessively long in order to preserve funding for future program years, maintain a positive user experience, and to reduce application withdrawals or dropouts. The SOMAH program may, on rare occasion, close an application pipeline for necessary platform maintenance or to prepare for upcoming program changes.

### **4.1.2 Pipeline Status Change Communication**

“Open” Pipeline: The SOMAH program will communicate application pipeline status changes via the [CalSOMAH.org](https://CalSOMAH.org) email subscription list and the program website. The SOMAH program will communicate the release of new funding and/or the re-opening of a closed application pipeline at least thirty (30) days prior to releasing new funding or opening a closed application pipeline.

“Closed” Pipeline: The SOMAH program will communicate the closure of an IOU territory’s application pipeline when total incentives requested reach the SOMAH program’s waitlist closure threshold as defined at [CalSOMAH.org/waitlist](https://CalSOMAH.org/waitlist). Excepting unforeseen circumstances, the SOMAH program will communicate application pipeline closures for necessary platform maintenance or to prepare for upcoming program changes at least fourteen (14) days in advance of closure.

### 4.1.3 Pipeline Management Process

SOMAH program will maintain a detailed description of the methodology determining the order in which applications are processed and waitlisted on the program website. The website will also display the current application pipeline status and waitlist order by project number for each IOU territory at [CalSOMAH.org/waitlist](https://CalSOMAH.org/waitlist).

### 4.1.4 Changes to Pipeline Management Process, Decision Making and Stakeholder Engagement

Changes to application pipeline management will be made at the SOMAH Program Administrator's discretion in consultation with stakeholders. Changes to the method by and/or order in which applications are processed and waitlisted will be made in order to achieve stated program goals and objectives.

### 4.1.5 Changes to Pipeline Management Process, Communication and Timing

The SOMAH program will communicate pipeline management changes at least sixty (60) days ahead of implementing changes. Revisions to pipeline management will generally apply to a subsequent funding cycle or the reopening of a closed application pipeline rather than to existing applications, except as prescribed by law or CPUC guidance.

## 4.2 Application Process

For Track A SOMAH Applicants, there are five primary steps, as follows:

- Step 1:** Submit Upfront **Technical Assistance Request**
- Step 2:** Complete and submit the **Reservation Request Package** and **Application Deposit**  
(Application Deposit is applicable for systems  $\geq 10$  kW)
- Step 3:** Complete and submit the **Energy Efficiency Compliance Milestone**  
(Option to submit Step 4 with Step 3 if preferred)
- Step 4:** Complete and submit the **Proof of Project Milestone**
- Step 5:** (Optional) Complete and submit the **Progress Payment Request Package**
- Step 6:** Complete and submit the **Incentive Claim Package**

For Track B SOMAH Applicants, there are four primary steps, as follows:

- Step 1:** Complete and submit the **Reservation Request Package** and **Application Deposit**  
(Application Deposit is applicable for systems  $\geq 10$  kW)
- Step 2:** Complete and submit the **Energy Efficiency Compliance Milestone**  
(Option to submit Step 4 with Step 3 if preferred)
- Step 3:** Complete and submit the **Proof of Project Milestone**
- Step 4:** (Optional) Complete and submit the **Progress Payment Request Package**

## **Step 5: Complete and submit the Incentive Claim Package**

### **4.2.1 Submit Upfront Technical Assistance Request (Track A projects only)**

To request Upfront Technical Assistance from the SOMAH program, the Host Customer must submit an Upfront Technical Assistance (TA) Request through PowerClerk. The Request will be date and time stamped in PowerClerk to identify the Host Customer's position within the program pipeline. Once the Upfront Technical Assistance Approval notification is issued incentive funds will be earmarked for a period of three months from the date of the Upfront TA Approval notification. If a Reservation Request Package has not been submitted within the three-month period, the funds will be released. See Section 2.2, General Eligibility Guidelines, for eligibility information as it pertains to the regulatory agreement and the certificate of occupancy requirements for receiving Upfront Technical Assistance.

After the Upfront Technical Assistance Request has been submitted and reviewed, the SOMAH PA will request the following documentation to verify property eligibility and eligible system size:

- **Documentation of Multifamily Low-Income Housing Eligibility<sup>24</sup>**
- **Cover Sheet for Multifamily Low-Income Housing Documentation**
- **Letter of Authorization to Receive Customer Information or Act on a Customer's Behalf (this LOA should include all common area addresses and service account numbers)**
- **List of all common area address, account, and meter numbers; and all tenant addresses\***
  - **\*In addition to the tenant addresses, tenant meter numbers for projects located in the SDG&E territory are currently required and tenant meter numbers may be requested for projects in other utility territories**

### **4.2.2 Submit Reservation Request Package and Application Deposit (Application Deposit is applicable to systems $\geq 10$ kW)**

Applicants must submit the Reservation Request Package and the Application Deposit (detailed in Section 4.4.2.5, Application Deposit) to either hold the earmarked incentive amount (Track A projects) or reserve a specified incentive amount (Track B projects).

The Reservation Request Package must have signatures of the Applicant, Host Customer and System Owner, and should be submitted with the following documentation:

- **Completed Reservation Request Form with signatures. This completed form serves as the SOMAH Program Contract.**

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<sup>24</sup> D.17-12-022, pg. 9.

- **Documentation of Multifamily Low-Income Housing Eligibility<sup>25</sup> (Track B)**
- **Cover Sheet for Multifamily Low-Income Housing Documentation (Track B)**
- **Document listing all tenant addresses on the property to serve as the Energy Savings Assistance (ESA) program referral list (CSV file)**
- **Affidavit Ensuring 100% Economic Tenant Benefit<sup>26</sup>**
- **Multiple Bids<sup>27</sup> or Multiple Bid Waiver**
- **VNEM Load Allocation Form**
- **Letter of Authorization to Receive Customer Information or Act on a Customer's Behalf (Track B)**
- **Application Deposit (see Section 4.4.2.5, Application Deposit)**

Once a Reservation Request Package is determined to be complete and eligible, the SOMAH PA will send a Reservation Approval Notice to the Applicant and Host Customer. The Notice will list, at a minimum, the approved SOMAH incentive amount and the dates by which the Energy Efficiency Compliance Milestone, Proof of Project Milestone, and Incentive Claim Package must be submitted.

### 4.2.3 Submit Energy Efficiency Compliance Milestone

Within 60 calendar days of Reservation Approval Notice, the Energy Efficiency Compliance Milestone must be submitted to demonstrate to the SOMAH PA that the project is progressing, and the system size and incentive amount reserved are in line with SOMAH program sizing requirements. The Energy Efficiency Compliance Milestone must be submitted with the following documentation:

- **Documentation of an onsite whole-building walkthrough energy audit at ASHRAE Level I or higher within the past five years (Pathway 1), or proof of enrollment in a utility, regional energy network (REN), CCA program or federally provided whole-building multifamily energy efficiency program; documentation of a recent California Tax Credit Allocation Committee (TCAC) rehabilitation; or documentation that the property was completely constructed under a recent version of Title 24 (Pathway 2)**
- **Solar Sizing Tool**

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<sup>25</sup> D.17-12-022, pg. 9.

<sup>26</sup> D.17-12-022, pg. 21.

<sup>27</sup> Multiple Bids are required in Track A, and optional (per the decision of the Host Customer) in Track B. See Section 2.10.1, Multiple Bid Process.

Once an Energy Efficiency Compliance Milestone is determined to be complete, the SOMAH PA will send the Energy Efficiency Compliance Approval Notice to the Applicant, Host Customer, and System Owner. The Notice will list, at a minimum, updates to the SOMAH incentive amount based on the Solar Sizing Tool (SST), if applicable.

The project's eligible incentive amount may be amended by the SOMAH PA after review of the Energy Efficiency Compliance Milestone. Applicants have the option to submit the Proof of Project Milestone with the Energy Efficiency Compliance Milestone should they prefer to submit the Proof of Project Milestone requirements at an earlier stage. This option to submit the Proof of Project Milestone earlier will have no impacts to the overall program requirements, application workflow, or 18-month reservation period. If the Proof of Project Milestone is submitted with the earlier Energy Efficiency Compliance Milestone, the Proof of Project Milestone approval will be granted with the Energy Efficiency Compliance Milestone approval and only the Incentive Claim Package will remain for application requirements.

No extensions to the Energy Efficiency Compliance Milestone due date are permitted.

#### 4.2.4 Submit Proof of Project Milestone

Within 240 calendar days of the date on the Reservation Approval Notice, the Proof of Project Milestone must be submitted with the following documentation:

- **Copy of executed contract for system purchase and installation (for Host Customer Owned systems only)**
- **Copy of alternative system ownership agreement (if System Owner is different than Host Customer)**
- **Certification of Compliance with SOMAH Performance Requirements for Third-Party Owned Systems (for third-party owned systems only)**
- **(Optional) Progress Payment Request Form**
- **(Optional) Tenant Education Affidavit**

Once a Proof of Project Milestone is determined to be complete, the SOMAH PA will send the Proof of Project Milestone Approval Notice to the Applicant, Host Customer, and System Owner. The Notice will list the specific reserved incentive amount and the Reservation expiration date.

Applicants have the option to submit the Proof of Project Milestone with the Energy Efficiency Compliance Milestone should they prefer to submit the Proof of Project Milestone requirements at an earlier stage. This option to submit the Proof of Project Milestone earlier will have no impacts to the overall program requirements, application workflow, or 18-month reservation period. If the Proof of Project Milestone is submitted with the earlier Energy Efficiency Compliance Milestone, the Proof of Project Milestone approval will be granted with the Energy Efficiency Compliance Milestone approval and only the Incentive Claim Package will remain for application requirements.

No extensions to the Proof of Project Milestone due date are permitted.

#### 4.2.5 (Optional) Submit Progress Payment Request Package

The Applicant should submit the Progress Payment Request Package with the following documentation after the PV system is purchased and installed.

- **Progress Payment Request Form, unless already submitted with Proof of Project Milestone**
- **Tenant Education Affidavit, unless already submitted with Proof of Project Milestone**

#### 4.2.6 Submit Incentive Claim Package

The Applicant should submit the Incentive Claim Package and the following documentation after the PV system is purchased, installed, and interconnected.

- **Incentive Claim Form with signatures**
- **Job Training Affidavit**
- **Documentation of the final VNEM Load Allocation (a Form filed with the Utility Interconnection Application)**
- **Tenant Education Affidavit, unless already submitted with Progress Payment Request Package**
- **Documentation of Load Increase (if applicable)**

Although the Applicant is not required to submit Proof of Authorization to Interconnect, the SOMAH PA will verify interconnection prior to issuing the final incentive payment.

#### 4.2.7 Incomplete Application Submissions

If an application step is found to be incomplete or requires further clarification, the SOMAH PA will request additional information. Applicants have 20 calendar days to respond to the incomplete notice with the necessary information. If after 20 calendar days the Applicant has not submitted the requested information, the application will be cancelled.

If an Incentive Claim Form package is not received by the reservation expiration date, or the Incentive Claim Form package indicates that the Project is otherwise ineligible, the SOMAH PA will send a written notice stating the reasons why the Project is ineligible, and the Project will be cancelled. If this is the case, the Applicant or Host Customer may reapply for a SOMAH incentive reservation but will be subject to the eligibility requirements, incentive levels and funding available at the time of reapplication.

### 4.3 Waitlist Process

If a Waitlist is initiated in a utility territory, the **Track A** projects will follow the process below:



- Host Customer completes and submits the Technical Assistance Interest Request via PowerClerk.
- Project receives a SOMAH number (XXX-SOMAH-XXXXX) and is placed on the Waitlist in order as prescribed by the pipeline management process and will be placed in a Waitlist-Upfront Technical Assistance Request Submitted status.
- Project may proceed with receiving Upfront Technical Assistance from the SOMAH PA and participating in the multiple bid process during the Waitlist period. The SOMAH PA will review the request for Upfront TA and will communicate to the Host Customer what documentation is necessary for the Upfront TA Request to be approved.
- The Host Customer will have 20 calendar days to submit the required documentation. If the required documentation is not submitted within 20 calendar days, the application will be cancelled.
- Once the Upfront TA Request is approved, the earmarked incentive funding will be held for three months while the property owner receives the Upfront TA and participates in the multiple bid process.
- Once a contractor has been selected, the designated Applicant should submit the Reservation Request Package within three months from the date of the Upfront TA Request Approval notification.
- The application will remain in its original place in line and will be set back to Waitlist status until funding is available.
- As funding becomes available, the SOMAH PA will review each project in the order it is ranked. At that time, the SOMAH PA will invoice the Host Customer for the applicable Application Deposit for SOMAH projects, which must be paid within 30 calendar days of invoicing. If the Application Deposit is not received within this period, the application will be cancelled. In this instance, the next project on the Waitlist will be moved to reservation request review.

Concurrently, **Track B** projects will follow the process below:

Applicant completes and submits the SOMAH Reservation Request online. All required documents must be attached, and all sections of the applications must be completed via PowerClerk.

- Project receives a SOMAH number (XXX-SOMAH-XXXXX) and is placed on the Waitlist in the order prescribed by the pipeline management process.

- As funding becomes available, the SOMAH PA will review each project in the order it is ranked. At that time, the SOMAH PA will invoice the Host Customer for the applicable Application Deposit for SOMAH projects, which must be paid within 30 calendar days of invoicing. If the Application Deposit is not received within this period, the application will be cancelled. In this instance, the next project on the Waitlist will be moved to reservation request review.

## 4.4 Application Forms and Documentation

The following section discusses each of the forms and documentation requirements listed in the subsections above. Samples of all forms are available on the SOMAH program website at [CalSOMAH.org](http://CalSOMAH.org). Some forms are designed to populate the application information directly from PowerClerk. When this is the case, a “Preview Document” option is available next to the relevant form in the Document Upload section of PowerClerk.

Note that any required signatures are acceptable in the following formats:

- Scanned copies of original signed documents
- Verifiable e-signatures

Although “wet” signatures are not required on submitted documents, original signed documentation must be retained by the Applicant, Host Customer and/or System Owner for at least five years from the date of submission. The SOMAH PA reserves the right to request original signed documents within the five-year period.

Electronic submittal of all forms and documentation is mandatory. The online tool must be used to submit these documents.

**Table 5: Required Documentation by Track**

| Upfront Technical Assistance Request  |         |         |          |
|---|---------|---------|----------|
| Required Documentation  | Track A | Track B | Appendix |
| Documentation of Multifamily Low-Income Housing Eligibility                           | X       |         | N/A      |
| Multifamily Low-Income Housing Documentation Cover Sheet                              | X       |         | H        |
| Letter of Authorization to Receive Customer Information or Act on a Customer’s Behalf | X       |         | N        |

|  |                |                |                 |
|--|----------------|----------------|-----------------|
| List of all common area address, account, and meter numbers; and all tenant addresses (with electric meter numbers for projects in the SDG&E territory)  | X              |                | N/A             |
| <b>Reservation Request Package</b>   |                |                |                 |
| <b>Required Documentation</b>  | <b>Track A</b> | <b>Track B</b> | <b>Appendix</b> |
| Documentation of Multifamily Low-Income Housing Eligibility  |                | X              | N/A             |
| Multifamily Low-Income Housing Documentation Cover Sheet   |                | X              | H               |
| Letter of Authorization to Receive Customer Information or Act on a Customer's Behalf  |                | X              | N               |
| Completed Reservation Request Form with signatures   | X              | X              | Q               |
| List of addresses on site for ESA program referral   | X              | X              | N/A             |
| Affidavit Ensuring 100% Tenant Economic Benefit  | X              | X              | E               |
| Application Deposit  | X              | X              | N/A             |
| Multiple Bids (submitted by the Host Customer after the Reservation Request is submitted for review) or Multiple Bid Waiver, if applicable   | X              | X              | O               |
| VNEM Allocation Form   | X              | X              | S               |
| <b>Energy Efficiency Compliance Milestone</b>  |                |                |                 |
| <b>Required Documentation</b>  | <b>Track A</b> | <b>Track B</b> | <b>Appendix</b> |
| Documentation of an onsite walkthrough Energy Efficiency Audit ASHRAE Level 1 or higher within the past five years (Pathway 1) or proof of enrollment in a utility, REN, CCA or federally provided whole-building multifamily energy efficiency program; documentation of a recent California Tax Credit Allocation Committee (TCAC) rehabilitation; or documentation that the | X              | X              | N/A             |

|  |                |                |                 |
|--|----------------|----------------|-----------------|
| property was completely constructed under a recent version of Title 24 (Pathway 2)   |                |                |                 |
| Solar Sizing Tool  | X              | X              | N/A             |
| <b>Proof of Project Milestone</b>  |                |                |                 |
| <b>Required Documentation</b>  | <b>Track A</b> | <b>Track B</b> | <b>Appendix</b> |
| Copy of executed contract for system purchase and installation (for Host Customer Owned systems only) or copy of alternative system ownership agreement (for third-party owned systems) including warranty information | X              | X              | N/A             |
| Certification of Compliance with SOMAH Performance Requirements for Third-Party Owned Systems (for third-party owned systems only)   | X              | X              | I               |
| <b>Progress Payment Request (Optional)</b>   |                |                |                 |
| <b>Required Documentation</b>  | <b>Track A</b> | <b>Track B</b> | <b>Appendix</b> |
| Progress Payment Request Form  | X              | X              | U               |
| Affidavit Ensuring Tenant Education  | X              | X              | F               |
| <b>Incentive Claim Package</b>   |                |                |                 |
| <b>Required Documentation</b>  | <b>Track A</b> | <b>Track B</b> | <b>Appendix</b> |
| Completed Incentive Claim Form with signatures   | X              | X              | J               |
| Job Training Affidavit   | X              | X              | L               |
| Documentation of VNEM Load Allocation (a copy of the same VNEM Allocation Form used in the Utility Interconnection Application)  | X              | X              | S               |

|   |   |   |     |
|---|---|---|-----|
| Affidavit Ensuring Tenant Education (*unless already submitted with Progress Payment Request Package) | X | X | F   |
| Documentation of Load Increase (if applicable)  | X | X | N/A |
| Electronic Payment Setup Form (if applicable)   | X | X | W   |

#### 4.4.1 Technical Assistance Request (Track A Projects Only)

##### 4.4.1.1 Technical Assistance Request

To request Upfront TA from the SOMAH program, the Host Customer must submit an Upfront Technical Assistance Request through PowerClerk. The submission will include Host Customer contact information and general Project Site information. Once the request has been reviewed, the Host Customer will be asked to submit the following documentation:

##### 4.4.1.2 Documentation of Multifamily Low-Income Housing Program Eligibility

Host Customers must provide a copy of a recorded deed restriction, regulatory agreement or covenant that restricts the property to low-income residential housing as defined in the California Public Utilities Code Section 2852(a)(3)(A)(i).

If the property is not located in a disadvantaged community as defined for the SOMAH program, then the recorded deed restriction, regulatory agreement or covenant must show that at least 80% of households have incomes at or below 60% of the Area Median Income (AMI) as determined by the Department of Housing and Community Development (HCD).

There must be at least 10 years remaining on the term of the property's affordability restrictions at the time the Reservation Request Package is submitted. Properties with fewer than 10 years remaining and willing to extend affordability requirements for a total of 10 years may access Upfront Technical Assistance. Proof of completed extension of affordability restrictions from a state or local agency must be provided with or prior to the Reservation Request Package submittal.

The deed restriction or regulatory agreement must be independently enforceable and verifiable and cannot be contingent upon participation in the SOMAH program. If an Applicant's deed restriction or regulatory agreement does *not* come from one of the public entities listed below—all of whom have established authority to regulate affordable housing costs and/or rents—the Applicant must present evidence to the SOMAH PA that the relevant affordability requirements of the Public Utilities Code and Health and Safety Code have been met for all units presented by the Applicant as affordable under these code sections.

For reference, below is a non-comprehensive list of public entities that provide financing for low-income multifamily housing:

- **California Tax Credit Allocation Committee (TCAC)**
- **California Debt Limit Allocation Committee (CDLAC)**

- **California Department of Housing and Community Development/The California Housing Finance Agency (HCD/CALHFA)**
- **U.S. Department of Housing and Urban Development (HUD)**
- **A Redevelopment Agency (RDA) or RDA successor agency**
- **A Housing Authority, or a City or County in the case of a project funded by HUD HOME Funds**
- **A City or County in the case of a project funded by local bond measures**
- **U.S. Department of Agriculture (USDA)<sup>28</sup>**

The SOMAH PA may consult the public entity for any deed restriction or regulatory agreement to confirm that the property is in good standing and not in violation of the terms of the low-income documentation required for SOMAH program eligibility. Additionally, for USDA-funded properties, the SOMAH PA will work with the agency and the housing provider to obtain additional information necessary to verify that the loan restriction on the property meets the program eligibility requirements for properties located outside of disadvantaged communities. For more detailed information regarding California Public Utilities Code Section 2852, please see Section 2.2, General Eligibility Guidelines.

#### **4.4.1.3 Cover Sheet for Multifamily Low-Income Housing Eligibility Documentation**

In order to clearly outline how a proposed SOMAH project achieves California Public Utilities Code (CPUC) Section 2852 eligibility, Applicants are required to submit a cover sheet summarizing key details in the deed restriction or regulatory agreement such as, but not limited to:

- **Property owner name**
- **Public entity/non-profit agency name**
- **Expiration date of deed restriction or regulatory agreement**

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<sup>28</sup> Federally financed or subsidized housing properties that do not allow tenants to receive the economic benefits of SOMAH solar credits allocated through VNEM are not eligible for SOMAH incentives. However, the SOMAH PA is authorized to provide incentives to federally-financed or subsidized properties that allow tenants to retain the economic benefit of the generation allocated to tenants, if the housing property is otherwise eligible for the program and the project meets all other requirements for receiving incentives (D.17-12-022, pg. 23). As of July 2019, properties funded through the Federal Department of Housing and Urban Development (HUD) in California can be eligible to participate in SOMAH.

([https://www.calsomah.org/sites/default/files/docs/SOMAH\\_HUD\\_Solar\\_VNEM\\_Credits\\_memo\\_2019-07-08.pdf](https://www.calsomah.org/sites/default/files/docs/SOMAH_HUD_Solar_VNEM_Credits_memo_2019-07-08.pdf)).

As of February 5, 2020, properties funded through the Federal Department of Agriculture (USDA), Rural Development in California are allowed to exclude solar credits; however, approval is subject to adherence strict adherence to existing regulations in all other respects. The PA will maintain a list of any federal programs that conflict with SOMAH eligibility on the [CalSOMAH.org](https://www.calsomah.org) website.

Additionally, the Applicant will specify on the cover sheet whether the project is located in a disadvantaged community or has at least 80% of the households in the property with household incomes at or below 60% of the Area Median Income.

This will allow the SOMAH PA to more accurately and efficiently determine eligibility of projects. See Appendix H, Multifamily Low-Income Housing Documentation Cover Sheet.

#### 4.4.1.4 Letter of Authorization to Receive Customer Information or Act on a Customer's Behalf

The Applicant must complete and submit the Letter of Authorization to Receive Customer Information or Act on a Customer's Behalf. The form gives the SOMAH PA the authorization to collect the last 36 months of consumption data from the utility. The form must include the property owner's information and the service account numbers for the common area meters. The service account numbers for the tenant area meters are not required to be listed on the form. The form must be signed by the customer of record on the utility account.

#### 4.4.1.5 List of common area account information and tenant addresses

The Applicant must submit a list of all common area account addresses, service account numbers and meter numbers; and all tenant addresses. This list will be used to collect the last 36 months of consumption data, aggregated, from the utility for common area load and tenant load. Tenant meter numbers should also be included for projects in the SDG&E territory.

### 4.4.2 Reservation Request Package

#### 4.4.2.1 Reservation Request Form with Signatures

A Reservation Request Form (RRF) will be generated by PowerClerk after the Applicant fills in all the necessary fields. The equipment seller, Solar Contractor, and any other third-party providing service related to a system installation should be identified on the application, together with a description of the generation site, equipment information and project incentive calculation. The Host Customer, System Owner, and Applicant are all required to sign off on the Reservation Request Form. The completed RRF serves as the SOMAH program contract (the Contract).

By execution of the completed RRF the Host Customer, System Owner, or any other party to the RRF agree to include the language in Section C-7, Indemnification, in any agreement for the installation of a solar photovoltaic system that receives funding from the SOMAH program.

#### 4.4.2.2 Proof of Electric Utility Service for Site

Eligibility requirements restrict participation in the SOMAH program to Host Customers who are located in PG&E, SCE, SDG&E, PacifiCorp, or Liberty service territories and physically connected to the electric utility transmission and distribution system. Properties with customers who receive electric generation service from a CCA qualify for SOMAH if the CCA has an eligible VNEM tariff. SOMAH Applicants are required to provide the Host Customer's utility account numbers and meter numbers on the Reservation Request Form as validation of electric utility service for the Site.

#### 4.4.2.3 Affidavit Ensuring 100% Tenant Economic Benefit

The Applicant must submit an Affidavit Ensuring 100% Tenant Economic Benefit (Appendix E), signed by the Host Customer, to certify that solar benefits allocated through VNEM will be excluded from the project's utility allowance calculations. The Host Customer will also certify that it will not use the California Utility Allowance Calculator to recapture and/or diminish tenant economic benefits from solar. See Section 2.7, 100% Tenant Economic Benefits Affidavit Requirement for additional information on tenant benefit.

#### 4.4.2.4 Documentation of Multifamily Low-Income Housing Program Eligibility (Track B Projects)

Host Customers in Track B must provide documentation of Multifamily Low-Income Housing Program Eligibility as part of the Reservation Request Package. See Section 4.4.1.2, Documentation of Multifamily Low-Income Housing Program Eligibility and Section 4.4.1.3, Cover Sheet for Multifamily Low-Income Housing Eligibility Documentation for a description of the required documentation and cover sheet.

#### 4.4.2.5 Application Deposit

SOMAH Applicants applying for systems  $\geq 10$  kW will be required to submit an Application Deposit unless the project qualifies to waive the application deposit as a "priority group" designated by the SOMAH PA. The SOMAH PA reserves the right to adjust priority groups based on the program needs and/or to remove the opportunity to waive the application deposit at any point. A record of these priority groups and their effective dates for waiving the application deposit will be posted on CalSOMAH.org. The intention of the Application Deposit is to ensure projects have been properly planned and vetted, and to prevent "placeholder" projects that are unlikely to be completed from holding reservations.

The Application Deposit is a standardized amount based on the following system size (kW, CEC-AC) criteria:

**Table 6: Application Deposits**

| kW $\geq$ | kW $<$ | Deposit  |
|-----------|--------|----------|
| 10        | 50     | \$1,250  |
| 50        | 100    | \$2,500  |
| 100       | 250    | \$5,000  |
| 250       | 500    | \$10,000 |
| 500       | 1,000  | \$20,000 |

The Application Deposit may be submitted with the Reservation Request Package. If the Application Deposit is not received with the Reservation Request, the SOMAH PA will invoice the for the Application Deposit after review of the Reservation Request Package. A sample Invoice for the Application Deposit is included as Appendix K., Invoice for Application Deposit.



The Application deposit must be submitted within 30 days from the invoice date in order to hold the Reservation. The payment must reference the Project (by invoice number, facility address, and/or application number).

The SOMAH PA will accept payments from either the Host Customer, Applicant or a third-party paying on behalf of the SOMAH application.

The SOMAH PA will accept Application Deposits in the form of a check or by electronic deposit. Application Deposits being sent by mail in the form of a check should be sent to the mailing address referenced in the SOMAH Program Administrator Contact Information at [CalSOMAH.org/somah-program-handbook](https://CalSOMAH.org/somah-program-handbook). Applicants interested in submitting Application Deposits electronically should contact the SOMAH PA by emailing [contact@CalSOMAH.org](mailto:contact@CalSOMAH.org) for the relevant banking information and submission process.

Upon verification of the completed project and SOMAH incentive payment, the Application Deposit will be returned in full to the Application Deposit Payer, unless the SOMAH PA receives a written reassignment request from the Host Customer to return the Application Deposit to a third-party. In these cases, the program's Reassignment Request form should be utilized. A sample is included in this Handbook as Appendix T, Sample Application Deposit Reassignment Request.

No interest shall be paid on Application Deposits.

Cancelled or withdrawn applications will forfeit the Application Deposit and will not be reimbursed.

#### 4.4.2.6 Energy Savings Assistance (ESA) Program Referrals

Applicant must submit with the Reservation Request Package a Comma Separated Values (CSV) file listing each tenant unit address at the project site. The address must include the street address and unit number for each tenant unit. See Section 2.4.2, Energy Saving Assistance (ESA) Program Referral Requirements for more information.

#### 4.4.2.7 Multiple Bids

For Track A projects, the SOMAH PA will collect bids from the Host Customer and attach them to the PowerClerk application. If the Host Customer did not receive the minimum of three bids,<sup>29</sup> or if the bids were not received from an eligible SOMAH contractor or in the eligible format, the Host Customer will be directed to the online bidding portal where they can access additional bids. The Host Customer will have 20 days to submit the multiple bids after filing the Reservation Request Package or their application will be cancelled. See Section 2.8.1, Multiple Bid Process, for details on the bidding process. Host Customers in Track B can submit the Multiple Bid Waiver to decline to participate in the multiple bidding process.

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<sup>29</sup> Multiple Bids are required in Track A, and optional (per the decision of the Host Customer) in Track B. See Section 2.8.1, Multiple Bid Process.

#### 4.4.2.8 Letter of Authorization to Receive Customer Information or Act on a Customer's Behalf (Track B Projects)

Applicants in Track B must complete and submit the Letter of Authorization to Receive Customer Information or Act on a Customer's Behalf during the Reservation Request process. See Section 4.4.1.4, Letter of Authorization to Receive Customer Information or Act on a Customer's Behalf for a description of the required documentation.

#### 4.4.2.9 VNEM Load Allocation Form

The Applicant must demonstrate that the load allocation of the solar energy system matches the SOMAH application. The Applicant will need to provide a copy of the VNEM Allocation Form that is submitted with the interconnection application. The form must demonstrate at least 51% of the load is delivered to the tenants. If the VNEM allocation changes after the initial submission with the Reservation Request Package, then the Applicant must submit updated documentation of the VNEM allocation at the Proof of Project Milestone and/or with the Incentive Claim Package.

### 4.4.3 Energy Efficiency Compliance Milestone

#### 4.4.3.1 Documentation of an onsite whole-building walkthrough energy audit at ASHRAE Level 1 or higher within the past five years (Pathway 1), or proof of enrollment in a utility, regional energy network (REN), CCA program or federally provided whole-building multifamily energy efficiency program; documentation of a recent California Tax Credit Allocation Committee (TCAC) rehabilitation; or documentation that the property was completely constructed under a recent version of Title 24 (Pathway 2)

The Applicant must submit documentation of an onsite walkthrough whole-building energy efficiency audit ASHRAE Level 1 or higher (Pathway 1), or proof of active energy upgrades in a utility, REN, CCA, or state/federally provided whole-building multifamily energy efficiency; documentation of a recent California Tax Credit Allocation Committee (TCAC) rehabilitation; or documentation that the property was completely constructed under a recent version of Title 24 (Pathway 2). See Section 2.4, Energy Efficiency Requirements for information on meeting this requirement.

#### 4.4.3.2 Solar Sizing Tool

The Applicant must submit the Solar Sizing Tool. This tool will be used to identify any remaining cost-effective electricity load reduction opportunities at the property, net zero opportunities, building energy use characteristics to be maintained in the PowerClerk database, and for the energy auditor to enter their credentials and confirm accuracy of submitted information.

### 4.4.4 Proof of Project Milestone

#### 4.4.4.1 Copy of Executed Contract for System Purchase and Installation (Host-Customer Owned Systems Only)

The Applicant must submit a copy of an executed agreement(s) to purchase and install the solar energy system with the Proof of Project Milestone if the solar system is Host Customer owned. Agreements must be legally binding and clearly identify the scope of work, terms, price and solar energy system components to be installed. Agreements must be signed by appropriate parties (Supplier/Solar Contractor, Host Customer, Applicant and/or System Owner).

The information in the agreements must be internally consistent and must be consistent with information entered in the Reservation Request. Agreements for the purchase of a system or system equipment must be in writing and must include, at a minimum, the following information:

- **The quantity, make and model number (as shown on the California Energy Commission lists of eligible equipment) for the PV modules, inverters, and system performance meters**
- **The total purchase price of the system before applying the incentive**
- **Language indicating the purchaser's commitment to buy the system**
- **Printed names and signatures of the purchaser and equipment seller's authorized representative**

Installation contracts must comply with the Contractors State License Board (CSLB) requirements. Refer to the CSLB website for more information on CSLB guidelines at [cslb.ca.gov](http://cslb.ca.gov). Entities without a valid A, B, C-10 or C-46 contractor's license may not offer installation services or charge for installation in any agreement under the SOMAH program. Additionally, for SOMAH, all installation services must be performed by a SOMAH-eligible contractor (see Section 2.1.4, Solar Contractor).

Installation contracts must contain the following information:

- **Name, address and contractor's license number of the company performing the system installation**
- **Site address for the system installation**
- **Description of the work to be performed**
- **Total agreed price to install the system**
- **Payment terms (payment dates, dollar amounts and how the SOMAH incentive will be applied)**
- **Printed names and signatures of the purchaser and the company's authorized representative**

When a general contractor subcontracts the solar installation on behalf of the Host Customer, the subcontract agreement must also comply with the requirements outlined in this section.

In situations where the System Owner is purchasing the system components from one company and hiring a separate company (Solar Contractor) for installation, the System Owner must obtain proof of their commitment to purchase and install the system in separate documents as follows:

- **An equipment purchase agreement as described above; or**

- In cases where there is not a signed purchase agreement the System Owner must provide invoices or receipts showing that at least 10% of the system equipment purchase price (generating equipment and inverters) has been paid to the seller(s); and
- An installation contract from the Solar Contractor as described above

#### 4.4.4.2 Copy of Alternative System Ownership Agreement (Third-Party Owned Systems Only)

Applicant must submit with the Proof of Project Milestone Package a copy of the executed alternative system ownership agreement if the solar energy system is third-party owned. Agreements must be legally binding and clearly identify the Host Customer name, site address, scope of work, terms and price. Agreements must be signed by the Host Customer and System Owner.

#### 4.4.4.3 Certification of Compliance with SOMAH Performance Requirements for Third-Party Owned Systems (Third-Party Owned Systems Only)

Applicants for SOMAH systems that are owned by a third-party (and not Host-Customer owned) must complete a Certification of Compliance with SOMAH Performance Requirements for Third-Party Owned Systems, signed by the Host Customer. Applicants with third-party ownership arrangements verify the SOMAH program requirements for operations, maintenance, monitoring, and performance guarantees for third-party owned systems are met using this certification document.

### 4.4.5 Progress Payment Request

The Progress Payment Request (PPR) process, which is optional, can be submitted via PowerClerk once a Proof of Project Milestone Approval has been issued, the installation has reached mechanical completion (See Definitions, Appendix B), and the Incentive Claim Milestone Deadline is no less than 2 months away. The request for progress payment will be followed by a required, live virtual walkthrough with the SOMAH PA. The Applicant may choose to submit the Completed Progress Payment Request Form with Signatures and Affidavit Ensuring Tenant Education with the Proof of Project Milestone to streamline the required signatures and documentation submission. If both Progress Payment Request documents are submitted at the earlier Proof of Project Milestone, the Progress Payment Request will act as the formal indicator that the project is ready to enter the queue for Progress Payment, mechanically complete and ready to execute the virtual walkthrough.

#### 4.4.5.1 Complete Progress Payment Request Form with Signatures

The Progress Payment Request Form, see Appendix U, must be signed and submitted via PowerClerk. This form designates the Payee and explains the incentive reimbursement protocols if the installed system does not receive final SOMAH Incentive Approval. The Payee will remain the same for the initial progress payment and the remaining final incentive payment.

#### 4.4.5.2 Affidavit Ensuring Tenant Education

A tenant education affidavit must be submitted for all SOMAH projects. The tenant education affidavit certifies that all tenants received SOMAH-approved materials in the manner required and in appropriate languages.

#### 4.4.6 Incentive Claim Package

##### 4.4.6.1 Complete Incentive Claim Form with Signatures

The Incentive Claim Form must be completed and signed by both the Host Customer and System Owner (if different than the Host Customer) and submitted via PowerClerk. Any changes to the system upon completion of the Project, including any changes to the system components, configuration, or the name of the contractor completing the Project, must be included with supporting documentation and a recalculated incentive amount.

##### 4.4.6.2 Performance Monitoring and Reporting Service (PMRS) Documentation

Performance monitoring is required for all systems. The Applicant must indicate the PMRS provider on the Incentive Claim Form. See Section 2.3.6.3, Performance Monitoring and Reporting Services (PMRS) Requirements, for additional information on PMRS.

##### 4.4.6.3 Job Training Affidavit

A job training affidavit must be submitted for all SOMAH projects. The job training affidavit must be completed and must include the names of the eligible job training program and job trainee(s) used for each SOMAH installation, trainee contact information, types of job tasks completed, hours worked and wages.

##### 4.4.6.4 Tenant Education Affidavit

A tenant education affidavit must be submitted for all SOMAH projects and should be submitted with the Incentive Claim Package if the application did not request a progress payment (See Section 4.2.5). The tenant education affidavit certifies that all tenants received SOMAH-approved materials in the manner required and in appropriate languages.

##### 4.4.6.5 Documentation of New or Expanded Energy Load

Projects claiming new or expanded energy load on their Solar Sizing Tool must submit documentation showing good faith progress towards installing these measures. This may include signed contracts, agreements, invoices, or receipts for the installation of new electricity end uses.

### 4.5 Changes to Reservations

#### 4.5.1 Application Withdrawal

Either the Host Customer or System Owner may withdraw from the Project for any reason by providing written notice of such withdrawal to the SOMAH PA. In the event the Host Customer or System Owner so withdraws, the SOMAH application will be cancelled.

The Host Customer will retain sole rights to the Reservation and can preserve the Reservation and corresponding application number by submitting a new Reservation Request Package within 14 days of the written notification of withdrawal from the Project from the System Owner or Host Customer. If the Host Customer fails to re-submit a Reservation Request Package within 14 days of Project withdrawal, the application will be terminated in its entirety by the SOMAH PA, any previously reserved incentive funding will be released, and the Application Deposit (if applicable) shall be forfeited. Should the Host Customer still wish to participate in the Program, they must apply for a new incentive reservation.

### 4.5.2 Extending the Reservation Expiration Date

A request to extend the Reservation expiration date is limited to a maximum of 180 calendar days of additional time. An initial extension, and any additional extensions may be granted at the SOMAH PA's discretion, with guidance from the Commission. Any request must include a written explanation of why the extension is required and how much additional time is needed. Approval of a request for a change in Reservation expiration date will not change or modify any other reservation condition. Failure to submit the Incentive Claim Form package by the original or extended Reservation expiration date will result in a cancellation of the application. The Applicant must submit an Extension Request Form to the SOMAH PA prior to the Reservation expiration date. In describing the reason for the time extension request, the Applicant should provide information on the following to aid the SOMAH PA in their decision on granting an extension:

- **Circumstances beyond the control of the reservation holder that prevented the system from being installed as described in the Reservation Request Package**
- **If an issue in the permitting process was the cause of delay, then documentation, such as relevant correspondence with the building department, should be provided to support this explanation**
- **Cost documentation demonstrating that the system purchaser has incurred substantial costs toward the reserved system's total purchase price. This could include copies of paid invoices, checks or other verifying documentation**
- **Documentation of any equipment physically installed at the Project Site**

The SOMAH PA reserves the right to perform a site inspection to verify the status of the Project prior to granting the request for extension. If required, the PA shall notify the Applicant and schedule the site visit within 10 days of notification.

### 4.5.3 Application Site Address Transfers Not Allowable

In SOMAH, it is not allowable to change the project site associated with the incentive application. Should the Host Customer wish to apply for a SOMAH incentive reservation for another property in their property portfolio, a new application will need to be submitted for the different project site.

## 4.6 Incentive Payment Process

The SOMAH Program offers two incentive payment options, including a one payment option paid in full after the system has received Permission to Operate from the Utility; and a two-payment option that includes a Progress Payment Request.

### 4.6.1 Progress Payment Request Option

To be eligible for the two-payment incentive option (progress payment), the SOMAH application must have received its Proof of Project Milestone Approval; have an Incentive Claim Milestone deadline due

in no less than 4 months from PPR submittal; and the system installation has reached mechanical completion. Mechanical completion, for the purposes of the PPR, is defined as the point at which all PV equipment has been installed, including the NGO meter socket and the system wiring has been completed, but the AHJ and local utility inspections have not yet taken place and the system is not yet granted Permission to Operate (PTO) from the utility. If a PV system has already been granted PTO, the single payment option must be sought.

A live, virtual walkthrough will be required, and recorded, for all projects requesting a progress payment. This virtual walkthrough will serve as the forum for the SOMAH PA to verify the project location and that the system equipment is fully installed. The virtual walkthrough Host, who will be designated in the progress payment request package, will be contacted for scheduling once a completed PPR package is received.

The SOMAH PA recognizes that the entire system may not be visible during the virtual walkthrough. Supplemental documentation may be requested to assist with the virtual walkthrough and may include, but may not be limited to, a single-line diagram, as-built plans, or photographs of the equipment.

During the virtual walkthrough, the walkthrough Host should be prepared to facilitate the following views:

- Project site address with the street number visible
- Installed PV modules
- Installed inverter(s)

The SOMAH PA processes Progress Payment Request packages on a first-come, first-served basis. The SOMAH PA will not issue a SOMAH progress payment until review and approval of the Progress Payment Request documentation and virtual walkthrough is complete, and the SOMAH PA has received the payment from the utility.

Upon approval of the Progress Payment Request, the SOMAH PA will issue the incentive payment in approximately 45 days<sup>30</sup>. Payment will be made to the designated Payee, as listed in the PowerClerk application and on the Progress Payment Request Form and will be mailed to the address or issued via electronic payment to the recipient provided. The designated Payee agrees to return any progress payments received for a project that does not reach Incentive Claim Approval.

#### 4.6.2 Final Incentive Payment

For all projects, including those who participate in the one-time payment option and the two-payment option, to receive the final SOMAH incentive, all SOMAH program requirements must be met and a complete Incentive Claim Package must be submitted prior to the Reservation expiration date, also known as the Incentive Claim Package Milestone deadline. Applicants are advised to keep a copy of the Incentive Claim Package along with all required documentation for their records.

Applications who opt to receive a one-time incentive, the final incentive payment will be the total reserved incentive following the final SOMAH inspection.

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<sup>30</sup> Incentive payment timelines will vary across IOU territories due to differing IOU payment processes.



Applications who opt-in to the Progress Payment Request process (two-payment option), the SOMAH final incentive amount will be the total reserved incentive minus the progress payment amount, following the final SOMAH inspection.

The SOMAH PA processes completed Incentive Claim Packages on a first-come, first-served basis. The SOMAH PA will not issue SOMAH incentive payments until review and approval of the Incentive Claim documentation and field inspection results are complete.

Upon final approval of the Incentive Claim Package and a completed field inspection, the SOMAH PA will issue the incentive payment approximately 45 days from the Pending Payment status change. Payment will be made to the designated Payee, which may be the Host Customer or a third party, as indicated on the Incentive Claim Form, or Progress Payment Release Form if applicable, and will be mailed to the address or issued via electronic payment to the recipient provided. In cases where the Contractor is the designated Payee but the license is expired or suspended, see Section 2.1.4.1, Suspended Solar Contractor License for the payee designation process.

## 4.7 System Changes Affecting Incentive Amount

The SOMAH PA will expect a system to be installed as described in Energy Efficiency Compliance Milestone Approval Notice, as the incentivized system size will be capped at the amount listed in this step. However, it is recognized that changes may occur during installation and that changes may be necessary in some circumstances.

If the installed system is smaller in output than specified in the Energy Efficiency Compliance Milestone or Proof of Project Milestone, the incentive amount will be based on the installed system size. If the installed system is larger than the system cap that was originally specified in the Energy Efficiency Compliance Milestone due to the inclusion of load additions not originally included at that milestone, and additional load justification is submitted and approved by the SOMAH PA, the incentive may be recalculated based upon the installed system size, pending available funds. If funding is available, the incremental addition to the system will be incentivized at the same incentive level based on Reservation Request. This additional load justification documentation must be provided during the milestone that it is being claimed for an increased system size and is subject to SOMAH PA review and verification.

If the entire available budget for a utility territory is reserved for other projects and there is no available funding, the SOMAH PA cannot increase the incentive amount. The Project's incentive amount will be capped based on the system size reflected through the Solar Sizing Tool as noted on the Energy Efficiency Compliance Milestone Approval Notice.

If the installed system changes or an increase to the system size is made after the Incentive Claim is approved, the new system size and equipment must be reported to the SOMAH PA and utility interconnection departments. System size changes including equipment and design that are greater than or equal to 1 kW, CEC-AC may apply for an additional SOMAH incentive if all eligibility requirements are met.

In all instances, the total system size must align with the sizing requirements as described in Section 2.3.3, System Sizing Requirements.



## 4.8 Onsite Field Inspections

All SOMAH projects must undergo a field inspection following submission of the Incentive Claim Package, as detailed in Section 2.3.5, Inspection Requirements. Any party that installs a PV system incented by the SOMAH Program shall not perform the inspection of that system. It is recommended, but not required, that the Contractor attend the inspection. If neither the Contractor nor the Host Customer will be present during the inspection, the inspector must obtain permission from the Host Customer to perform the inspection.

### 4.8.1 Key Project Components Reviewed During Onsite Field Inspections

The inspectors will verify that the PV System is installed in accordance with information provided in the Incentive Claim documentation, and in compliance with SOMAH program rules. The following are some examples of what will be inspected and verified:

Modules and Inverter(s):

- **Manufacturer**
- **Model number (if model nameplate is not visible, invoice is necessary for verification)**
- **Quantity**

Installation Parameters:

- **Tilt**
- **Azimuth**
- **Standoff height**
- **Shading of array(s) - The SOMAH PA reserves the right to ask for a shading study from an Applicant. Shading studies will generally be requested for projects that do not meet the minimum shading requirements**

Operation:

- **System is operational, and output is reasonable for conditions at the time of the inspection**

### 4.8.2 Acceptable Range of Parameters for Key Project Components Reviewed During Inspection

The onsite field inspector will review, and record key project components found at the installation site. The SOMAH PA will evaluate and compare the results of the inspection to the Incentive Claim documentation.

The inspection results must fall within the following tolerances to pass inspection:

- **Tilt  $\pm 3^\circ$**
- **Azimuth  $\pm 5^\circ$**
- **Summer Shading (May-October)  $\pm 5\%$**

A new EPBB calculation will be run and the project incentive modified accordingly if:

- **The onsite field inspection results are outside of the above tolerances,**
- or
- **The onsite field inspection reveals other discrepancies between key project components and the project's Incentive Claim documentation.**

An infraction as defined in Section 4.9.1, Issuance of Infractions will be issued to the appropriate party if the incentive on the original Incentive Claim Form is 5%-10% greater or less than the incentive amount determined by the onsite field inspection; and a failure as described in Section 4.9.2, Issuance of Failures will be issued if the incentive on the original Incentive Claim Form more than 10% greater or less than the incentive amount determined by the onsite field inspection. All project incentives are subject to the results of the onsite field inspection.

#### **4.8.3 Process to Contest Field Inspection Results**

The SOMAH PA will share the results of the field inspection with the Applicant, Solar Contractor, System Owner, and/or Host Customer within 14 calendar days of inspection completion, and note whether the results of the onsite field inspection will result in an infraction, failure, or change in system size and/or incentive amount. A re-inspection may be requested by the Applicant, Solar Contractor, System Owner, and/or Host Customer to contest onsite field inspection results. A re-inspection request must be sent to the SOMAH PA within 14 calendar days after the SOMAH participant receives the inspection results from the SOMAH PA and describe the specific parameters of the installation and field inspection results that the SOMAH participant wishes to contest. The results of the re-inspection may result in a reversal of a prior infraction or failure, an addition of a new infraction or failure, (See Section 4.9.1, Issuance of Infractions, and Section 4.9.2, Issuance of Failures) and/or modifications to the system and/or incentive amount.

### **4.9 PA Recourse for Program Requirement Non-compliance**

A project can receive an infraction, or failure based on the review of SOMAH application materials, project documentation onsite field inspection, or non-compliance with program requirements and participation standards, as outlined below. The PA also reserves the right to remove or disqualify entities from further participation, as well as reduce or “clawback” all or part of a paid incentive, as detailed in the following section.

#### 4.9.1 Issuance of Infractions

An infraction may be issued to the Applicant, Solar Contractor, System Owner, and/or Host Customer for the following reasons (but are not limited to):

- **The incentive amount submitted in the Incentive Claim documentation differs from that of the onsite inspection incentive results by 5-10% in either direction (+/-)**
- **The Applicant neglected to provide required documentation on a consistent basis<sup>31</sup>**
- **The Applicant neglected to respond to requested information within the designated time period on a consistent basis**
- **Failure by Contractor or System Owner to include the Host Customer on high-level service notification alerts indicating a non-functioning or poorly functioning system**
- **Repeated misrepresentations of existing conditions as part of the Energy Efficiency requirements**
- **Failure to adhere to the Participant Code of Conduct Appendix X. Severity is at the discretion of the PA.**
  - **The Infractions policy outlined here (Section 4.9.1) applies to the following participants: Applicant, Solar Contractor, System Owner, and/or Host Customer**
  - **In lieu of infractions, warnings may be issued to the following program participants, and may result in removal from the program: SOMAH Advisory Council, SOMAH Job Training Organization Task Force, and participating job training organizations and job trainees.**
- **Submission of Progress Payment Request or Incentive Claim Package when PV system or project site is not ready<sup>32</sup> for the virtual walkthrough or onsite inspection**

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<sup>31</sup> The PA reserves the right to use its discretion when issuing infractions and will base the infraction on repeated violations of rules by the participant, rather than a certain number of violations.

<sup>32</sup> Ready for virtual walkthrough or onsite inspection is defined as completed to the required threshold, mechanical completion for virtual walkthrough or fully installed, accessible, and interconnected for onsite inspection.

- **Failure to meet job training requirements without advance notice and approved modification from the PA prior to submission for Incentive Claim Package**
- **Failure to meet the tenant education requirements without advance notice and approved modification from the PA prior to the submission for Incentive Claim Package**
- **Contractor's repeated failure to respond to job training surveys for a minimum one-year requirement**

#### 4.9.2 Issuance of Failures

A failure can be issued to the Applicant, Solar Contractor, System Owner, and/or Host Customer for the following reasons (but are not limited to):

- **The incentive amount submitted in the Incentive Claim documentation differs from that of the onsite inspection incentive results by more than 10% in either direction (+/-)**
- **Three (3) Infractions as defined in Section 4.9.1, Issuance of Infractions**
- **Re-inspections (due to contested results) find that adjustments have been made since the initial inspection to make the system match the original submission**
- **Re-inspections (due to contested result) find the same results as the original inspection**
- **System is found non-operational at the time of inspection due to equipment failure**
- **Installation of PV modules, inverters and/or performance meters not on the CEC's list of eligible equipment or otherwise ineligible for incentives**
- **Failure to disclose the contractor (name and license number) performing work on the installation contract. This includes any subcontractors.**
- **Failure to notify the SOMAH PA of a system addition of any size after an incentive has been issued.**
- **Failure to adhere to the Participant Code of Conduct, Appendix X. Severity is at the discretion of the PA.**

#### 4.9.3 Grounds for Program Probation

The SOMAH program uses the following standards to determine probation and/or program removal based on failures or severe breaches of the Participant Code of Conduct per the discretion of the PA and program stakeholders:

- **Probation status will be applied if two failures are received within the previous 12-month rolling period.**
- **Removal from SOMAH program will be enforced if three failures are received within a 12-month rolling period.**
- **Failure to adhere to the Participant Code of Conduct, Appendix X. Severity is at the discretion of the PA.**

If an Applicant, Solar Contractor, System Owner and/or Host Customer is placed on probation, they will remain under that status for a period of one year. Any program participant on probationary status will be required to participate in mentoring and program training orchestrated by the SOMAH PA and will not have any new Reservation Request Packages confirmed during the probationary term. Any project reservations active during the probationary term may be permitted to proceed on a case-by-case basis, at the discretion of the SOMAH PA.

#### **4.9.4 Grounds for Incentive Payment Clawback or Reduction**

The SOMAH program must ensure that incentives are paid only for systems that comply with all initial, and ongoing, program requirements. Tenants must receive the full economic benefits allocated to them for the life of the system, or 20 years, whichever is less. The SOMAH PA will continue to monitor systems throughout this time period and may initiate a requirement for repayment, or “clawback” of a paid incentive in cases which warrant such a response. An Applicant, Solar Contractor, System Owner, Seller, and/or Host Customer may be subject to the clawback of all, or a portion of, a paid incentive if any of the following events occur (but not limited to):

- **The project received a progress payment after system installation, but the application was withdrawn or cancelled prior to receiving Incentive Claim Milestone Approval.**
- **The Host Customer violates eligibility requirements set out in Section 2.2, General SOMAH Eligibility Guidelines including non-compliant changes to the deed affordability restrictions.**
- **The Host Customer violates the project’s SOMAH tenant benefits affidavit, including, but not limited to: assuming control of tenant utility accounts or making non-compliant changes to utility allowances.**
- **The Host Customer violates Performance and Permanency Requirements set out in Section 2.3.6, Interconnection, Performance and Permanency Requirements, including failure to reinstall the voluntarily removed solar energy system within six months. The SOMAH PA retains the ability to recoup the full incentive if they are not previously informed of a voluntary system removal. An Applicant fails to disclose other incentives, the ITC, or the LIHTC**

(See Section 3, SOMAH Incentive Structure) that materially affect the project’s qualification for the SOMAH incentive or incentive level.

- A Solar Contractor installs used or stolen PV modules and/or any other system components.
- Any party knowingly provides false information to the PA or any SOMAH program participant (Applicant, Solar Contractor, System Owner, Seller and/or Host Customer).
- Any system changes made after the Incentive Claim approval that were not reported to the PA and/or approved by the PA.

**Table 7: Prorated Incentive Clawback Schedule**

| <b>Age of Solar System<br/>(years)</b> | <b>Amount Due<br/>(% of original incentive)</b> |
|--|---|
| 1 – 5                                  | 90%   |
| 6 – 10                                 | 75%   |
| 11 – 15                                | 50%   |
| 16 – 20                                | 25%   |

- **Note:** While Table 7 provides a prospective prorated incentive clawback schedule based on the timing of the noncompliant event, the portion of the incentive subject to clawback will be determined at the discretion of the SOMAH PA based on the details of the event(s).

#### **4.9.5 Grounds for Immediate Disqualification from the SOMAH Program**

An Applicant, Solar Contractor, System Owner, Seller, and/or Host Customer may be immediately disqualified from participating in the SOMAH program if any of the following events occur (but not limited to):

- A Solar Contractor operates under a false CSLB license number or another contractor’s CSLB license number
- An Applicant fails to disclose other incentives, the ITC, or the LIHTC (See Section 3, SOMAH Incentive Structure) that materially affects the project’s qualification for the SOMAH incentive
- The onsite field inspection results in an incentive amount that is 25% above or below the Incentive Claim Form Incentive amount
- A Solar Contractor installs used or stolen PV modules and/or any other system components

- Any party knowingly provides false information to the PA or any SOMAH program participant (Applicant, Solar Contractor, System Owner, Seller and/or Host Customer)
- The Host Customer violates the project's SOMAH tenant benefits affidavit
- The Host Customer or Solar Contractor changes the VNEM allocation so that less than the approved tenant allocation of solar benefits from the SOMAH solar system goes to tenants
- A payee fails to return progress payment incentives for a project whose SOMAH application was cancelled or withdrawn before reaching Incentive Claim Approval
- Failure to adhere to the Participant Code of Conduct, Appendix X. Severity is at the discretion of the PA.

#### 4.9.6 Notifications of Infractions, Failures

If a SOMAH project results in the imposition of an infraction or failure on an Applicant, Solar Contractor, System Owner, Seller and/or Host Customer, the SOMAH PA will notify all related entities on the project application of the reasons for the determination.

Once notified of an infraction or failure, the Applicant, Solar Contractor, System Owner, Seller and/or Host Customer will either accept the results or dispute the results through the dispute resolution process found in Section 4.10, Dispute Resolution.

#### 4.9.7 Process for Removal from the SOMAH Program

##### 4.9.7.1 Removal from Program for Excessive Failures

If it is determined that an Applicant, Solar Contractor, System Owner, Seller, and/or Host Customer is disqualified from participating in the SOMAH program because of more than the acceptable number of failures based on the company's size pursuant to Section 4.9.3, Grounds for Program Removal, the SOMAH PA will:

- Withhold confirmation of all projects in the Reservation Request review process;
- Make SOMAH incentive payments only for completed projects in which the Reservation Request was approved before the date of the disqualification;
- Notify all parties identified on any application with a disqualified party of the disqualification; and
- Add the disqualified party to the list of disqualified parties on the SOMAH program website.

All program disqualifications will be for a period of one year from the date of disqualification. If the party wishes to reenter the program when the designated removal period is complete the party must

send a written notification to the SOMAH PA explaining in detail what actions were taken to reduce future failures and to ensure future program compliance. It will be at the discretion of the SOMAH PA as to whether disqualified parties will be allowed to re-enter the program.

#### **4.9.7.2 Removal from Program for Immediate Disqualification**

If an Applicant, Solar Contractor, System Owner, Seller, and/or Host Customer is immediately disqualified from the SOMAH program as outlined in Section 4.9.5, Grounds for Immediate Disqualification from the SOMAH Program, the following will occur:

- **Projects in the Reservation Request process will not be confirmed, and all applications associated with the entity being disqualified will be cancelled;**
- **No SOMAH incentive payment will be made to the entity that has been immediately disqualified; and**
- **All parties identified on the application will be notified of their application's status.**

If a project's Solar Contractor is disqualified from participating in the SOMAH program and the system has not yet been installed, the Host Customer may hire a new Solar Contractor without losing the existing incentive Reservation and may apply for an extension, if necessary.

#### **4.9.7.3 Contractor Suspension due to CSLB License Suspension**

See Section 2.1.4.1, Suspended Solar Contractor License, for information about the process that will be followed if a CSLB license is suspended while a contractor still has active projects.

### **4.10 Dispute Resolution**

The Applicant, Solar Contractor, System Owner, Seller, and/or Host Customer may appeal in writing to the SOMAH PA regarding notification of sanction. To appeal the notification, the disqualified entity must first contact the SOMAH PA within 30 days of the notification of the sanction to discuss the issue. If the disqualified entity has new information to provide the SOMAH PA, then it must be provided within 30 days.

If the disqualified entity and the SOMAH PA cannot resolve the dispute, then the disqualified entity may file a complaint using the California Public Utility Commission's (CPUC's) formal complaint process. Information on the formal complaint process is available through the Public Advisor's Office at the CPUC or on CPUC's website ([cpuc.ca.gov](http://cpuc.ca.gov)).



# Appendices

## A. Acronyms

This section provides a list of acronyms used in the SOMAH Program Handbook.

**AB** (as in AB 1407, AB 693): Assembly Bill

**AC**: Alternating Current

**AMI**: Area Median Income

**ASHRAE**: American Society of Heating, Refrigerating and Air-Conditioning Engineers

**CCA**: Community Choice Aggregator

**CEC**: California Energy Commission

**CEC-AC**: California Energy Commission Alternating Current, refers to inverter efficiency rating

**CPUC**: California Public Utilities Commission

**CSI**: California Solar Initiative

**CSLB**: Contractors State License Board

**DC**: Direct Current

**EE**: Energy Efficiency

**EPBB**: Expected Performance-Based Buydown

**EPM**: Energy Project Manager for SOMAH

**ESA**: Energy Savings Assistance

**ESCO**: Energy Service Company

**HCD**: Department of Housing and Community Development

**ICF**: Incentive Claim Form (SOMAH)

**IOU**: Investor-Owned Utility

**ITC**: Federal Investment Tax Credit

**kW**: Kilowatt

**kWh**: Kilowatt-hour

**LIHTC**: Low-income Housing Tax Credit

**MASH**: Multifamily Affordable Solar Housing Program

**MW**: Megawatt

**NABCEP:** North American Board of Certified Energy Practitioners

**NEM:** Net Metering

**NGOM:** Net Generation Output Meter

**NREL:** National Renewable Energy Laboratory

**NRTL:** Nationally Recognized Testing Laboratory

**PG&E:** Pacific Gas and Electric Company

**PMRS:** Performance Monitoring and Reporting Service

**PPR:** Progress Payment Request (SOMAH)

**PPM:** Proof of Project Milestone (SOMAH)

**PTC:** PVUSA Test Conditions

**PV:** Photovoltaic

**PY:** Program Year

**RR:** Reservation Request (SOMAH)

**SB** (as in SB 1): Senate Bill

**SCE:** Southern California Edison Company

**SDG&E:** San Diego Gas & Electric Company

**SOMAH:** Solar on Multifamily Affordable Housing Program

**SSA:** Solar Service Agreement

**SST:** Solar Sizing Tool (SOMAH)

**STC:** Standard Test Conditions

**TA:** Technical Assistance

**TCAC:** California Tax Credit Allocation Committee

**UL** (as in UL 1703): Underwriters Laboratories, Inc.

**VNEM:** Virtual Net Energy Metering

## B. Definitions

This section provides a list of definitions of key concepts used in the SOMAH Program Handbook.

**Alternating Current (AC):**

Electric current that reverses direction, usually many times per second. AC is the opposite of direct current (DC). Most electrical generators produce AC. Under the SOMAH program, PV electric output calculations must always be made using the CEC-AC rating standards which include inverter DC to AC conversion losses.

**Applicant:**

Entity, either the Host Customer, System Owner, or third party designated by the Host Customer, that submits the initial SOMAH application.

**Application Deposit:**

An Application Deposit is required once the SOMAH Reservation Request has been submitted for all projects greater than or equal to 10 kW. The Application Deposit is a standardized amount based on system size criteria and is refundable, in general, when the Project is completed and the incentive is paid, or before the application receives the Reservation Approval Notice. Cancelled or withdrawn applications that are not resubmitted will forfeit the Application Deposit.

**Azimuth:**

Horizontal angular distance between the vertical plane containing a point in the sky and true south. All references to azimuth within the SOMAH Program, unless expressly stated otherwise, refer to true, not magnetic, azimuth. For calculating an EPBB incentive, all proposed PV systems with a true azimuth orientation between 180 degrees and 270 degrees, facing south, southwest and west, will be compared to a reference system with the same orientation as the proposed system.

**Calendar Days:**

All dates and schedules in SOMAH are measured in calendar days, which include all days of the week.

**California Energy Commission (CEC):**

California's primary energy policy and planning agency. Created in 1974 and headquartered in Sacramento, the Commission has responsibility for activities that include forecasting future energy needs, promoting energy efficiency through appliance and building standards, and supporting renewable energy technologies.

**California Public Utilities Commission (CPUC or Commission):**

The CPUC regulates a number of industries, including the electric utility industry, that impact public well-being. Among other activities, the CPUC establishes service standards and safety rules and authorizes rate changes. In CPUC Decision (D.) 17-12-022, the California Public Utilities Commission (CPUC) established the SOMAH program.

**California Solar Initiative (CSI):**

Program authorized by the California Public Utilities Commission and SB 1.

**Capacity Rating:**

Load that a power generation unit, such as a photovoltaic system, is rated by the manufacturer to be able to meet or supply. The PA will verify system capacity rating to confirm the final incentive amount.

**CEC-AC Rating:**

The SOMAH Program Administrator will use the California Energy Commission's CEC-AC method to measure nominal output power of photovoltaic cells or modules to determine the system's rating in order to calculate the appropriate incentive level. The CEC-AC rating standards are based upon 1,000 watt/m<sup>2</sup> solar irradiance, 20-degree Celsius ambient temperature, and one-meter/second wind speed. The CEC-AC watt rating is lower than the Standard Test Conditions.

**Clawback:**

For the purposes of the SOMAH program, a clawback refers to a return of the incentive payment to the SOMAH Program Administrator. The PA and/or Energy Division may require a clawback of the incentive from the Applicant, Solar Contractor, System Owner, Seller, and/or Host Customer for reasons detailed in Section 4.9.4, Grounds for Incentive Payment Clawback or Reduction.

**Commercial:**

Commercial entities are defined as non-manufacturing business establishments, including hotels, motels, restaurants, wholesale businesses, retail stores, and for-profit health, social, and educational institutions.

**Community Choice Aggregator:**

Generally, a city or county which buys and/or generates electricity for its resident customers. Typically, the IOU provides transmission and distribution services, maintains the electric grid, and may provide consolidated billing and other customer services.

**Contractor:**

Person or business entity who contracts to erect buildings, or portions of buildings, or systems within buildings. Under the SOMAH program, all solar contractors must be appropriately licensed California contractors in accordance with rules and regulations adopted by the State of California Contractors State Licensing Board and complete an introductory training workshop in order to participate in SOMAH.

**Primary Contractor:** For SOMAH, the Primary Contractor is defined as the individual or firm, whose contact, and license information is listed in the SOMAH application, and who is responsible for the project. Contractors are required to include subcontractors in their application via PowerClerk.

**Subcontractor:** For SOMAH, a Subcontractor is hired, under contract, by the Primary Contractor to complete aspects of the project.

**Contractors State License Board (CSLB):**

Installation contracts for photovoltaic systems installed under the SOMAH program must comply with the Contractors State License Board (CSLB) requirements. Please refer to the CSLB website for more information on CSLB guidelines at: [cslb.ca.gov](http://cslb.ca.gov).

**Design Factor:**

Ratio comparing a proposed system's expected generation output with that of a baseline system. The Design Factor is used in calculating the EPBB incentive (it is multiplied by the system rating and the incentive rate to determine EPBB incentives).

**Direct Current (DC):**

Direct current (DC or "continuous current") is the continuous flow of electricity through a conductor such as a wire from high to low potential. In direct current, the electric charges flow always in the same direction, which distinguishes it from alternating current (AC). Under the SOMAH program, photovoltaic electric output calculations must always be made using the CEC-AC rating standards which include inverter DC to AC conversion losses.

**Electric Utility:**

Host Customer's local electric transmission and distribution service provider for their Site.

**Electrical Distribution Grid:**

Network of power stations transmission circuits, and substations conducting electricity. Under the SOMAH program, eligible renewable energy systems must be permanently interconnected and operating parallel to the electrical distribution grid of the utility serving the customer's electrical load.

**Energy Service Company (ESCO):**

Business entity that designs, builds, develops, owns, operates or any combination thereof, self-generation projects for the sake of providing energy or energy services to a Host Customer.

**Energy Service Provider (ESP):**

Entity that provides electric power and ancillary services (including but not limited to aggregators, brokers, and marketers, but excluding utilities) to an end use customer. Also referred to as an Electric Service Provider.

**Expected Performance Based Buydown (EPBB):**

The EPBB incentive methodology pays an up-front incentive based on a system's expected future performance. EPBB incentives combine the performance benefits of performance-based incentives with the administrative simplicity of a one-time incentive paid at the time of project installation. The EPBB Incentive will be calculated by multiplying the incentive rate by the system rating by the Design Factor.

**Field Inspection:**

Onsite review of the installed system or existing conditions in relation to the submitted incentive documentation and program requirements.

**Fraud:**

Knowing misrepresentation of the truth or concealment of a material fact to induce another to act to his or her injury.

**Government:**

A Government entity is any federal, state, or local government agency. Local government entities include cities, counties, school districts, and water districts.

**Host Customer:**

Property owner or persons/entity responsible for the building at the location where the SOMAH generating equipment will be located and receiving IOU or CCA electrical distribution services.

**Interconnection Agreement:**

Legal document authorizing the flow of electricity between the facilities of two electric systems. Under the SOMAH program, eligible renewable energy systems must be permanently interconnected and operating in parallel to the electrical distribution grid of the utility serving the customer's electrical load. Portable systems are not eligible. Proof of interconnection and parallel operation is required prior to receiving an incentive payment.

**Inverter:**

Electric conversion device that converts direct current (DC) electricity into alternating current (AC) electricity.

**Inverter Efficiency:**

AC power output of the inverter divided by the DC power input.

**Investor-Owned Utility (IOU):**

For the purposes of SOMAH, this refers to Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, PacifiCorp, and Liberty.

**Job Trainee:**

Person participating in a paid training experience on SOMAH installs under the job training requirement who is:

- An individual currently enrolled in an eligible job training program; or
- An individual who graduated from an eligible job training program within 12 months of the start date of the SOMAH installation project; or
- A tenant whose primary residence is the SOMAH property

**Job Training Program (for SOMAH):**

Program providing instruction in job skills. SOMAH-eligible job training programs include California Community College or other PV-training programs offered to the public by local government workforce development programs, community non-profits, private enterprises, or the electrical workers union with 40+ hours of instructional and/or hands-on PV installation and design training. Career technical education programs related to green building or design offering 40+ hours of instruction are also eligible.

**Kilowatt (kW):**

Unit of electrical power equal to 1,000 watts, which constitutes the basic unit of electrical demand. The watt is a metric measurement of power (not energy) and is the rate (not the duration over which) electricity is used. 1,000 kW is equal to one megawatt (MW). Throughout this Program Handbook, the use of kW refers to the CEC-AC wattage ratings of kW alternating current inverter output.

**Kilowatt Hour (kWh):**

Use of 1,000 watts of electricity for one full hour. Unlike kW, kWh is a measure of energy, not power, and is the unit on which the price of electrical energy is based. Electricity rates are most commonly expressed in cents per kilowatt hour.

**Lessor:**

Person or entity who rents property to another under a lease. Under the SOMAH program, in the case of a third-party owned system (or leased system, for example), the lessor is classified as the System Owner.

**Load:**

Either the device or appliance which consumes electric power, or the amount of electric power drawn at a specific time from an electrical system, or the total power drawn from the system. Peak load is the amount of power drawn at the time of highest demand.

**Maximum Site Electric Load:**

Peak (maximum) kW demand at the Site, regardless if served by the existing generator, the local utility or a combination of the two.

**Measurement and Evaluation (M&E):**

- 1) Process or protocol to evaluate the performance of an energy system. As a condition of receiving incentive payments under the SOMAH program, System Owners and Host Customers agree to participate in Measurement and Evaluation (M&E) activities as required by the CPUC. M&E activities will be performed by the SOMAH PA or an independent third-party consultant.
- 2) Process to assess effectiveness of the SOMAH program and SOMAH PA.

**Mechanical Completion:** All PV equipment has been installed, including the net generation output meter (NGOM) socket and completed wiring. Final AHJ and local utility inspections have not yet taken place and the system has not received permission to operate from the utility.

**Megawatt (MW):**

Unit of electrical power equal to one million watts or 1,000 kW.

**Meter:**

Device used to measure and record the amount of electricity used or generated by a consumer. The SOMAH program requires accurate solar production meters for all solar projects that receive incentives and requires meters to be accurate to within  $\pm 5\%$ .

**Metering System:**

A metering system should include all distinct components necessary to measure the energy produced by a solar energy system. This must include equipment that allows the system to monitor and record 15-minute interval data.

**Module:**

The smallest complete environmentally protected assembly of interconnected photovoltaic cells. Modules are typically rated between 50 and 300 watts.

**Multifamily Affordable Solar Housing (MASH) Program:**

Program established pursuant to AB 2723 (Pavley, 2006) and re-authorized under AB 217 (Bradford, 2013) to provide incentives for low-income residential housing as defined in statute.

**Multifamily Low-Income Housing:**

Property that meets the definition of deed-restricted low-income residential housing as defined in Public Utilities Code 2852 (a)(3)(A)(i) and as documented through a deed restriction, regulatory agreement or covenant.

**Multiple Bidding:**

SOMAH projects in Track A and some projects in Track B (optional) will obtain multiple (three) bids from contractors using a standardized bidding form. The SOMAH PA will orchestrate the process of bidding, and the Host Customer will evaluate and select one bid and contractor.

**Nationally Recognized Testing Laboratory (NRTL):**

The Occupational Safety and Health Administration's (OSHA) Directorate of Science, Technology, and Medicine operates a program that certifies private sector organizations as **Nationally Recognized Testing Laboratories (NRTLs)**. NRTLs judge whether specific equipment and materials ("products") meet consensus-based standards of safety for use in the U.S. workplace. Under the SOMAH program, PV modules must be certified to UL 1703 by a NRTL. Inverters must be certified to UL 1741 by a NRTL.

**Non-Profit:**

Entity not conducted or maintained for the purpose of making a profit and registered as a 501(c)3 corporation. No part of the net earnings of such entity accrues or may lawfully accrue to the benefit of any private shareholder or individual.

**North American Board of Certified Energy Practitioners (NABCEP):**

Professional association developing a voluntary national certification program for solar practitioners. Although not required by the SOMAH program, installation contractors are encouraged to become certified by the NABCEP.

**Pacific Gas and Electric Company (PG&E):**

An investor-owned utility (IOU); provides natural gas and electricity to most of Northern California.

**Parallel Operation:**

Simultaneous operation of a self-generator with power delivered or received by the electrical utility while interconnected to the grid. Parallel operation includes only those PV systems that are interconnected with the Electric Utility distribution system for more than 60 cycles.

**Payee:**

Person or company to whom the SOMAH Incentive check is made payable.

**Photovoltaic (PV):**

Technology that uses a semiconductor to convert light directly into electricity.

**Power Purchase Agreements (PPAs):**

Agreement for the sale of electricity from one party to another, where the electricity is generated and consumed on the Host Customer Site. Agreements that entail the export and sale of electricity from the



Host Customer Site do not constitute on-site use of the generated electricity and therefore are ineligible for SOMAH. The term Power Purchase Agreement (PPA) may be used similarly with related third-party ownership agreements like Solar Service Agreement (SSA) or other similar third-party contract types.

**Program Administrator (PA):**

The SOMAH Program Administrator is a partnership between nonprofit organizations the Association for Energy Affordability, the Center for Sustainable Energy, GRID Alternatives, and their subcontractors. The SOMAH PA team offers comprehensive, no-cost services to program participants.

**Program Year:**

Typically, January 1 through December 31. May also refer to the SOMAH program launch date (July 1), and subsequent 12 months.

**Proof of Project Milestone Date:**

Due date for required information to demonstrate that a project seeking a SOMAH incentive is moving forward.

**Project:**

For purposes of SOMAH, the “Project” is the installation and operation of the proposed eligible PV system, as described by the submitted Reservation Request documentation.

**Public Entity:**

Includes the United States, the state and any county, city, public corporation, or public district of the state, and any department, entity, agency, or authority of any thereof, as defined in CA Code, Public Contract Code, Section 21611.

**Renewable Electricity:**

Electricity supplied by energy sources that are naturally and continually replenished, such as wind, solar power, geothermal, small hydropower, and various forms of biomass.

**Reservation Expiration Date:**

Date up to which the project is active in the SOMAH program.

**Retrofit:**

Modification of an existing building or facility to include new systems or components.

**Rule 21:**

Electric Rule 21 is a tariff that describes the interconnection, operating and metering requirements for generation facilities to be connected to a utility’s distribution system. Each IOU is responsible for administering Rule 21 in its service territory. SOMAH participants should consult each IOU for additional resources and must ensure all SOMAH equipment meets Rule 21 requirements of the IOU.

**San Diego Gas & Electric Company (SDG&E):**

An investor-owned utility (IOU’s); provides electricity to San Diego County and southern Orange County. SDG&E is owned by Sempra Energy.

**Self-Generation Incentive Program (SGIP):**

The SGIP, created pursuant to California Assembly Bill 970, provides financial incentives for business and

residential customers who install up to 5.0 MW of "clean" distributed generation equipment onsite. The current program runs through December 31, 2019. The SGIP was extended in modified form for certain technologies through AB 1685.

**Seller:**

Any person or business entity that transfers property or property rights by sale in commerce.

**Senate Bill 1 (SB 1):**

Chapter 132, Statutes of 2006 (SB1, Murray) established the goals of installing 3,000 MW of solar generation capacity in the state of California, establishing a self-sufficient solar industry, and placing photovoltaic systems on 50% of new California homes within 13 years. The bill was signed into law on August 21, 2006, and became effective on January 1, 2007.

**Site:**

All of the real property and apparatus employed in a single low-income housing enterprise on contiguous parcels of land. These parcels may be divided by a dedicated street, highway or public thoroughfare or railway, so long as they are otherwise contiguous and part of the same single low-income housing enterprise, and all under the same ownership.

**Solar Irradiance:**

Radiant energy emitted by the sun, particularly electromagnetic energy. In the SOMAH program the CEC-AC rating standards are based upon 1,000 watt/m<sup>2</sup> solar irradiance, 20-degree Celsius ambient temperature, and one meter/second wind speed. The CEC-AC watt rating is lower than the Standard Test Conditions, a watt rating used by manufacturers.

**SOMAH Contract:**

A fully executed Reservation Request Form, submitted during the Reservation Request process.

**Southern California Edison Company (SCE):**

An investor owned utility (IOU); Provides electricity in a 50,000-square mile service territory in Southern California.

**Standard Technical Assistance:**

Technical assistance for solar PV projects that is provided throughout the program by the SOMAH PA. Standard TA may include: energy efficiency and clean energy technical assistance, project management and post-application technical assistance, and financial technical assistance. Standard Technical Assistance (TA) refers to all program TA offerings except for Upfront TA. Upfront TA services are only available to Track A projects.

**Standard Test Conditions (STC):**

Watt rating used by manufacturers of photovoltaic cells or modules. The CEC-AC watt rating used in SOMAH is lower than the Standard Test Conditions.

**Surface Orientation Factor (SOF):**

Ratio of the annual incident solar radiation on a surface for a specific tilt and orientation (MJ/m<sup>2</sup>/year) divided by the annual incident solar radiation on a surface for a south-facing surface with optimal tilt (MJ/m<sup>2</sup>/year).

**System Owner:**

Owner of the PV system at the time the incentive is paid. For example, in the case when a vendor sells a turnkey system to a Host Customer, the Host Customer is the System Owner. In the case of a leased system, the lessor is the System Owner.

**System Size:**

Generally, under SOMAH, system size is defined as the capacity of a given photovoltaic system based upon CEC-AC rating standards.

**Time of Use (TOU) Rates:**

Electricity prices that vary depending on the time periods in which the energy is consumed. In a time-of-use rate structure, higher prices are charged during utility peak-load times. Such rates can provide an incentive for consumers to curb power use during peak time. Tenants in the SOMAH program will take service under a TOU rate but have an option to opt-out for a non-TOU rate.

**UL Listed:**

Tested and listed by the Underwriters Laboratories, Inc. In the SOMAH program, PV modules must be certified to UL 1703 by a Nationally Recognized Testing Laboratory (NRTL). Inverters must be certified to UL 1741 by a NRTL.

**Upfront Technical Assistance:**

Technical assistance for solar PV projects that is provided by the SOMAH PA as part of the Track A application process, prior to the Reservation Request. -Upfront TA may include: evaluation of solar potential and feasibility for properties; assessment of total PV needed for the site based on historical data and planned energy upgrades; establishing common vs tenant system size split; establishing maximum system size based on physical site properties (available roof, ground and carport area); estimating incentive amounts; and providing financial modeling and cost/savings analysis. Track B projects are ineligible for Upfront Technical Assistance.

**Vendor:**

Seller of property, goods, or services. According to the SOMAH program, in cases when a vendor sells a PV system to a Host Customer, the Host Customer is the System Owner.

**Virtual Net Energy Metering (VNEM) Agreement:**

Agreement with the local utility which allows customers to receive credits on their electric bill by exchanging surplus electricity generated by certain renewable energy systems such as the PV systems the SOMAH program incentivizes. SOMAH solar credits are financial credits similar to California Climate Credits and delivered through utility bills for efficiency and convenience. They are not utility bill savings or reductions. The SOMAH program requires a virtual net energy metering agreement as a mechanism to allocate solar credits to both individual tenants and common areas meters.

**Warranty:**

Promise, either written or implied, that the material and workmanship of a product are without defect or will meet a specified level of performance over a specified period of time. In the SOMAH program, inverters and modules must each carry a 20-year warranty, and meters a one-year warranty. Meters that are integrated in the inverter must carry a 20-year warranty.

## **C. Additional Requirements and Terms**

In addition to the program eligibility criteria and requirements described in the Handbook, the following additional items are required of SOMAH program participants.

### **C-1 SOMAH Program Handbook Requirements**

By execution of the SOMAH Contract, the System Owner and Host Customer each certifies that 1) they have received and read a copy of the current SOMAH Program Handbook; 2) the Project meets all Program eligibility requirements; and 3) they agree to abide by the rules and requirements set forth in the SOMAH Program Handbook.

### **C-2 Authority to Install System**

The Host Customer and System Owner represent that they have the authority to install the PV system at the Project Site or have obtained the permission of the legal owner of the Project Site, to install the PV system. System Owner and Host Customer shall, at their own expense, obtain and maintain all licenses and permits needed to perform work on the Project.

### **C-3 No Endorsement by SOMAH Program Administrator (PA)**

The Host Customer and System Owner understand that the SOMAH Program Administrator's review of the Project and authorization for SOMAH incentives shall not be construed as confirming or endorsing the qualifications of the Applicant or any person(s) involved with the Project, including but not limited to the Solar Contractor(s), designer(s), or manufacturer(s); endorsing the Project design; or warranting the economic value, safety, durability or reliability of the Project. The Host Customer is solely responsible for the Project, including selection of any designer(s), manufacturer(s), contractor(s), or Solar Contractor(s). The Host Customer and System Owner understand that they, and any third parties involved with the Project, are independent contractors and are not authorized to make any representations on behalf of the SOMAH PA. The Host Customer and System Owner shall not use the SOMAH PA's name, trademark, trade name, logo, identity or affiliation for any reason, without prior written consent of the SOMAH PA.

### **C-4 Dispute Resolution**

The parties to the SOMAH Contract shall attempt in good faith to resolve any dispute arising out of or relating to it promptly by negotiations between an executive representative of the SOMAH PA or his or her designated representative and an executive of similar authority from the System Owner and/or Host Customer. Either party must give the other party or parties written notice of any dispute. Within 30 calendar days after delivery of the notice, the executives shall meet at a mutually acceptable time and place and shall attempt to resolve the dispute. If the matter has not been resolved within 30 calendar days of the first meeting, any party may pursue other remedies, including mediation. All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 1152.5 of the California Evidence Code shall

apply, and Section 1152.5 is incorporated herein by reference. Notwithstanding the foregoing provisions, a party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Each party is required to continue to perform its obligations under the Contract pending final resolution of any dispute arising out of or relating to the Contract.

### **C-5 Assignment**

The System Owner and Host Customer consent to the SOMAH PA's right to assign of all of the SOMAH PA's rights, duties and obligations under this Contract to the CPUC and/or its designee. Any such assignment shall relieve the SOMAH PA of all rights, duties and obligations arising under the SOMAH Contract. Neither the System Owner nor the Host Customer shall assign its rights or delegate its duties without the prior written consent of the SOMAH PA or its assignee, if any, except in connection with the sale or merger of a substantial portion of its assets. Any such assignment or delegation without the prior written consent of the SOMAH PA or its assignee, if any, shall be null and void. Consent to assignment shall not be unreasonably withheld or delayed. The System Owner and Host Customer must provide assurance of the success of a Project if assigned by providing any additional information requested by the SOMAH PA.

### **C-6 No Third-Party Beneficiaries**

The SOMAH Contract is not intended to confer any rights or remedies upon any persons other than the parties to it, as indicated by signature of the Contract.

### **C-7 Indemnification**

To the greatest extent permitted by applicable law, the Host Customer and System Owner agree to indemnify, defend, and hold harmless the SOMAH PA and Southern California Edison ("SCE") and their respective affiliates, subsidiaries, current and future parent companies, officers, managers, directors, agents, and employees from all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: 1) injury to or death of persons, including but not limited to employees of the SOMAH PA, SCE, Host Customer, System Owner, or any third party; 2) injury to property or other interests of the SOMAH PA, SCE, Host Customer, System Owner, or any third party; 3) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental issue or regulations; 4) strict liability imposed by any law or regulation; or 5) generation system performance shortfall, so long as such injury, violation, strict liability, or shortfall (as set forth in 1-5 above) arises from or is in any way connected with the Project, including the Host Customer's, System Owner's, or third party's performance or failure to perform with respect to the Project, however caused, regardless of any strict liability or negligence of the SOMAH PA or SCE, or their respective officers, managers, or employees, excepting only such loss, damage, or liability that is caused by the willful misconduct of the SOMAH PA and/or SCE or their respective officers, managers, or employees. By execution of the SOMAH program contract, the Host Customer, System Owner, or any other party to the RRF agree to include this Indemnification provision

in any agreement for the installation of a solar photovoltaic system that receives an incentive from the SOMAH program.

### **C-8 Limitation of Liability**

The SOMAH PA shall not be liable to the System Owner, Host Customer or any of their respective contractors or subcontractors for any special, incidental, indirect or consequential damages whatsoever, including, without limitation, loss of profits or commitments, whether in contract, warranty, indemnity, tort (including negligence), strict liability or otherwise arising from the PA's performance or nonperformance of its obligations under the SOMAH Contract.

### **C-9 Term and Termination**

The term of the SOMAH Contract shall begin on the date that the last Party signs it, and shall continue for 20 years, unless terminated earlier pursuant to the operation of the Contract, or unless modified by order of the CPUC by written agreement of the Parties to the Contract.

The Contract may be terminated by the SOMAH PA in the event

- a) The System Owner or Host Customer fails to perform a material obligation under the Contract and the System Owner or Host Customer fails to cure such default within 10 days of receipt of written notice from the PA, or
- b) Any statement, representation or warranty made by the System Owner or Host Customer in connection with the Program or the Contract is false, misleading or inaccurate on the date as of which it is made.

The termination of the Contract shall not operate to discharge any liability which has been incurred by either Party prior to the effective date of such termination.

### **C-10 Venue**

The SOMAH Contract shall be interpreted and enforced according to the laws of the State of California.

### **C-11 Integration and Modification**

The SOMAH Contract and SOMAH Handbook constitute the entire Contract and understanding between the Parties, as to the Contract's subject matter. They supersede all prior or contemporaneous contracts, commitments, representations, writings, and discussions between the System Owner, Host Customer, and PA concerning the Project, whether oral or written, and shall not be induced by any representations, statements or contracts other than those expressed therein.

No amendment, modification or change of the Contract shall be binding or effective unless expressly set forth in writing and signed by the PA's representative authorized to do so.

## **C-12 Transfer of Solar Production Data**

Applicants must provide 15-minute interval production data to the SOMAH PA via login credentials to inverter original equipment manufacturer (OEM) or equivalent production software at the Incentive Claim Milestone.

## D. Useful Resources

|  |   |
|--|---|
| <b>SOMAH program website</b> , which contains up-to-date PA and IOU contact information, and comprehensive program information, including all required forms | <a href="https://CalSOMAH.org/somah-program-handbook">CalSOMAH.org/somah-program-handbook</a>         |
| <b>SOMAH Program Administrator (PA) email contacts:</b>  |   |
| General Inquiries  | Contact@CalSOMAH.org  |
| General hotline  | 858-244-1177, ext. 5  |
| Technical Assistance services  | TA@CalSOMAH.org   |
| Technical Assistance hotline   | 510-877-3737  |
| Tenant services  | Tenants@CalSOMAH.org  |
| Tenant hotline   | 800-843-9728  |
| Workforce and Job training   | Workforce@CalSOMAH.org  |
| <b>California Distributed Generation Statistics</b> is the public reporting site net energy metering, SOMAH and other programs                               | <a href="https://californiadgstats.ca.gov">californiadgstats.ca.gov</a>                               |
| The California Distributed Generation Statistics provides a <b>list of solar contractors</b> online  | <a href="https://californiadgstats.ca.gov/find_installer">californiadgstats.ca.gov/find_installer</a> |
| Verify that a solar contractor is using a valid contractor's license by contacting the <b>Contractors State License Board</b>                                | <a href="https://cslb.ca.gov">cslb.ca.gov</a>   |



|  |   |
|--|---|
| <p>The SOMAH Program Administrator will use the Expected Performance Based Buydown (EPBB) incentive, known as the <b>EPBB Calculator</b></p>   | <p><a href="http://csi-epbb.com">csi-epbb.com</a></p>   |
| <p>The SOMAH Program Administrators use an online application tool and reporting database, known as <b>PowerClerk</b></p>  | <p> <a href="http://calsomahliberty.powerclerk.com">calsomahliberty.powerclerk.com</a><br/> <a href="http://calsomahpacificorp.powerclerk.com">calsomahpacificorp.powerclerk.com</a><br/> <a href="http://calsomahpge.powerclerk.com">calsomahpge.powerclerk.com</a><br/> <a href="http://calsomahsce.powerclerk.com">calsomahsce.powerclerk.com</a><br/> <a href="http://calsomahsdge.powerclerk.com">calsomahsdge.powerclerk.com</a> </p> |
| <p>Information about the <b>CPUC regulatory</b> proceedings that cover Energy Programs</p>   | <p><a href="http://cpuc.ca.gov/PUC/energy">cpuc.ca.gov/PUC/energy</a></p>   |
| <p><b>Lists of CEC-certified eligible equipment</b> are available on the Go Solar California site or through the CEC Call Center. Solar electric systems that are interconnected to the utility grid are required to comply with all interconnection requirements, including Rule 21. Users will need to download the "Simplified" Inverter List from the inverters page and check column G to determine certification status.</p> | <p> <a href="http://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists">www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists</a><br/><br/> 800-555-7794 </p>  |

## E. Affidavit Ensuring 100% Tenant Economic Benefit



### Affidavit Ensuring 100 Percent Tenant Economic Benefit

Affidavit Ensuring 100 Percent of Economic Benefits of Solar Energy System Generation Allocated to Tenants through VNEM on a Monthly Basis for the Life of the System or 20 years, whichever is less.

By signing this affidavit, [Host Customer Name], with respect to the solar electric system project ("System") at [Property Name], located at [Project Site Address], which is partially funded by the Program Administrator for the Solar on Multifamily Affordable Housing ("SOMAH") Program under Application Number XXX-SOMAH-XXXX, certifies and declares under penalty of perjury under the laws of the State of California that each of the statements in the paragraphs below are complete, true, and correct.

1. Host Customer certifies that it will allocate at least 51 percent of the System's electric generation to tenants, allocate solar benefits through Virtual Net Energy Metering, and ensure tenants continue to receive the same portion of the System's electric generation on a monthly basis for the life of the system, or 20 years, whichever is less.
2. Host Customer certifies that it will exclude solar benefits (allocated through Virtual Net Energy Metering) from the project's utility allowance calculations in order to prevent the recapture and/or diminishment of tenant economic benefits from solar through rent and utility allowance adjustments related to the solar system.
3. Host Customer certifies that, for California Tax Credit Allocation Committee projects, it will not use the California Utility Allowance Calculator to recapture and/or diminish tenant economic benefits from solar.
4. Host Customer agrees that the SOMAH Program Administrator (PA) reserves the right to request further documentation that demonstrates that the benefits will be passed to the tenants as provided in this Affidavit.

Although it is not mandatory, the SOMAH PA also strongly encourages the Host Customer to compensate the tenants for performance guarantee shortfalls, either directly (e.g. rent reduction, direct check to tenant) or indirectly through common area improvements.

I declare under penalty of perjury, under the laws of the State of California, that all of the foregoing statements are true and correct.

#### Host Customer

Signature:

[Host Customer Name]

[Date]

## F. Affidavit Ensuring Tenant Education



### Affidavit Ensuring Tenant Education

By signing this affidavit, [Host Customer Name], with respect to the solar electric system project ("System") at [Project Site Address], which is partially funded by the Program Administrator for the Solar on Multifamily Affordable Housing Program (SOMAH)) under Application Number XXX-SOMAH-XXXXX, certifies and declares under penalty of perjury under the laws of the State of California that each of the statements in the paragraphs below are complete, true and correct.

Start date of construction: \_\_\_\_\_

- 1) The Host Customer provided SOMAH approved education materials to all tenants 60 days or fewer prior to the start of construction. Projects constructed prior to SOMAH Program launch refer to note below.\*
- 2) The Host Customer provided such information by the following means:
  - a. Direct delivery to residence **OR**
  - b. Mailer sent via U.S. Postal Service**And** at least one or more of the following
  - a. Email Notification
  - b. In-person tenant meeting/workshop
  - c. Other: \_\_\_\_\_

*\*Any projects that started construction prior to the SOMAH Program launch must meet the tenant education requirements post-installation using the SOMAH approved tenant materials. Host Customers will be requested to provide additional documentation of the indicated means. Documentation must be provided and may include a forwarded email or campaign statistics (click and open rate) or a tenant workshop sign-in sheet.*

- 3) The Host Customer provided such information in languages accessible to all tenants.
- 4) The Host Customer agrees that the SOMAH Program Administrator (PA) reserves the right to request further documentation that demonstrates that property owners have conducted tenant engagement.

By signing this Affidavit, I certify that I am authorized to sign this Affidavit on behalf of the Host Customer. I also declare under penalty of perjury, under the laws of the State of California, that all of the foregoing statements are true and correct.

**Host Customer**

Signature: [Host Customer]

[Date]

## G. Contractor Job Training Surveys



### SOMAH Job Trainee Performance Survey

Directions: All contractors are required to respond to surveys regarding each trainee as a requirement of SOMAH participation. Please answer the following questions about SOMAH job trainee, \_\_\_\_\_. All responses are confidential and will only be publicly reported in the aggregate.

1. Was the job trainee prepared to perform the tasks assigned to them on the SOMAH job training opportunity?  
☐ Yes  
☐ No  
☐ Unsure
2. Have you hired, or do you plan to hire the job trainee to your permanent staff?  
☐ Yes, the trainee was already employed at our company before the SOMAH training.  
☐ Yes, the trainee was hired onto our permanent staff at the time of or after the SOMAH training.  
☐ No  
☐ Unsure
3. If yes, what is the job trainee's current salary?  
*Please enter either an hourly wage (ex: 25.00) or annual salary (50,000).*
4. Would you work with trainees from the job trainee's training program again?  
☐ Yes  
☐ No  
☐ Unsure
5. On a scale of 1-5, with one being very difficult and five being very easy, please rate your experience using the SOMAH Job Training Portal.

|                   |   |   |   |   |   |           |
|-------------------|---|---|---|---|---|-----------|
| Very<br>Difficult | 1 | 2 | 3 | 4 | 5 | Very Easy |
|-------------------|---|---|---|---|---|-----------|

## H. Multifamily Low-Income Housing Documentation Cover Sheet



| Solar On Multifamily Affordable Housing<br>(SOMAH) Program Multifamily Low-Income<br>Housing Documentation Cover Sheet  |   |
|---|---|
| Complete the document and sign below. Submit this form with the SOMAH Reservation Request Package.  |   |
| Property Name:  |   |
| Address:  |   |
| Number of Units:  |   |
| <b>Section I</b>  |   |
| <p>The property meets the SOMAH eligibility requirements under the following criteria:</p> <ol style="list-style-type: none"> <li>The property is <b>financed</b> with one of the following: <ul style="list-style-type: none"> <li>Low income housing tax credits;</li> <li>Tax exempt mortgage revenue bonds;</li> <li>General obligation bonds; or</li> <li>Local, state or federal loans or grants.</li> </ul> </li> </ol> <p><b>AND</b> rents of the occupants who are lower-income households do not exceed those prescribed by deed restrictions or regulatory agreements pursuant to the terms of the financing or financial assistance.</p> <p><b>AND</b> for which the following applies:</p> |   |
| <input type="checkbox"/> Option A   | 80% of property residents have incomes at or below 60% of the Area Median Income (AMI), as determined by the Department of Housing and Community Development. |
| <input type="checkbox"/> Option B   | The property is located in a Disadvantaged Community, as identified by the California Environmental Protection Agency and the CalEnviroScreen map.            |
| <b>Section II</b>   |   |
| Specify from which of the following public entities or non-profit housing provider with authority to regulate affordable housing costs and/or rents the documentation comes:  |   |
| <input type="checkbox"/>  | California Tax Credit Allocation Committee (TCAC)   |
| <input type="checkbox"/>  | California Debt Limit Allocation Committee (CDLAC)  |
| <input type="checkbox"/>  | California Department of Housing and Community Development/ The California Housing Finance Agency (HCD/CALHF)   |
| <input type="checkbox"/>  | U.S. Department of Housing and Urban Development (HUD)  |

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|   |  |               |
|---|--|---------------|
| Please acknowledge these SOMAH eligibility restrictions, and confirm this property is NOT subject to the requirements of any of the above HUD programs.   |  | Initial here: |
| <b>Section IV</b>   |  |               |
| The property meets the SOMAH eligibility requirement under the following criteria:  |  |               |
| <ol style="list-style-type: none"><li>1. The property is not subject to U.S. Department of Agriculture (USDA) funding requirements; or</li><li>2. An attached letter from the USDA acknowledges that the property will be permitted to exclude SOMAH solar credits from utility allowance calculations.</li></ol> |  |               |
| <input type="checkbox"/> Option A   | The property is not subject to U.S. Department of Agriculture (USDA) funding requirements.   |               |
| <input type="checkbox"/> Option B   | An attached letter from the USDA acknowledges that the property will be permitted to exclude SOMAH solar credits from utility allowance calculations. Letter must include compliance period in years and describe existing rent restriction. |               |

|  |            |
|--|------------|
| <b>Host Customer Signature</b>   |            |
| The undersigned declares under penalty of perjury that:  |            |
| <ol style="list-style-type: none"><li>1. the information provided on this form is accurate and true; and</li><li>2. the low-income documentation is not contingent upon receiving a SOMAH incentive.</li></ol> |            |
| <br><br><br><br><br><br><br><br><br><br>   |            |
| Host Customer Signature _____  | Date _____ |

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## I. Certification of Compliance with SOMAH Performance Requirements for Third-Party Owned Systems



| Certification of Compliance with SOMAH Performance Requirements for Third-Party Owned Systems  |                              |                         |
|--|------------------------------|-------------------------|
| <p>Complete the document and sign below. Submit this form with the SOMAH Proof of Project Milestone. All third-party owned systems are required to provide operations, maintenance and monitoring services for the full term of the third-party ownership agreement. Additionally, third-party owned systems must include performance guarantees ensuring the systems will produce a minimum of 90% of the expected annual output (kWh) as calculated by the EPBB calculator and provide financial compensation for any production shortfalls in a given year.</p> |                              |                         |
| <p><b>List name and address of multifamily low-income property:</b></p>  |                              |                         |
| <p>Property Name:</p>  |                              |                         |
| <p>Address:</p>  |                              |                         |
| <p><b>Please fill out the information required below:</b></p>  |                              |                         |
| <p>Specify the contract terms below and indicate the page and section where this information can be found in the third-party ownership contract.</p>   |                              |                         |
| CEC-AC System Size   | _____ kW                     | Page_____, Section_____ |
| 1 <sup>st</sup> Year Annual Production (per EPBB)  | _____ kWh                    | Page_____, Section_____ |
| PPA or Lease: <input type="checkbox"/> PPA <input type="checkbox"/> Lease  |                              | Page_____, Section_____ |
| Third-Party Ownership Contract Term  | _____ Years                  | Page_____, Section_____ |
| PPA/Lease Rate   | \$_____/kWh<br>\$_____/month | Page_____, Section_____ |
| PPA/Lease Rate Escalator   | \$_____percent/year          | Page_____, Section_____ |
| <p>The undersigned declare under penalty of perjury under the laws of the State of California that the information provided on this form is accurate and true.</p>   |                              |                         |
| <p>_____<br/>Host Customer Signature</p>   |                              | <p>_____<br/>Date</p>   |

## J. Incentive Claim Form

|            |   |                 |   |
|------------|---|-----------------|---|
| <b>ICF</b> | <b>Solar On Multifamily Affordable Housing<br/>Incentive Claim Form</b> |                 | <br><b>SOMAH</b> |
|            | Form Version  | ICF-V1-2019     |   |
|            | Application Number  | XXX-SOMAH-XXXXX |   |
|            | Preparation Date  | 00/00/00        |   |

|                                 |                              |
|---------------------------------|------------------------------|
| <b>HOST CUSTOMER</b>            |                              |
| Name of Customer of Record      | [Name of Customer of Record] |
| Contact Name                    | [Contact Name]               |
| Company                         | [Company]                    |
| Mailing Address                 | [Mailing Address]            |
| City, State, Zip Code           | [City, State, Zip Code]      |
| Phone Number                    | [Phone Number]               |
| Email                           | [Email]                      |
| <b>SYSTEM OWNER</b>             |                              |
| Contact Name                    | [Contact Name]               |
| Company                         | [Company]                    |
| Mailing Address                 | [Mailing Address]            |
| City, State, Zip Code           | [City, State, Zip Code]      |
| Phone Number                    | [Phone Number]               |
| Email                           | [Email]                      |
| <b>PAYEE</b>                    |                              |
| Contact Name                    | [Contact Name]               |
| Company                         | [Company]                    |
| Mailing Address                 | [Mailing Address]            |
| City, State, Zip Code           | [City, State, Zip Code]      |
| Phone Number                    | [Phone Number]               |
| Email                           | [Email]                      |
| <b>APPLICANT</b>                |                              |
| Contact Name                    | [Contact Name]               |
| Company                         | [Company]                    |
| Mailing Address                 | [Mailing Address]            |
| City, State, Zip Code           | [City, State, Zip Code]      |
| Phone Number                    | [Phone Number]               |
| Email                           | [Email]                      |
| <b>SOLAR CONTRACTOR</b>         |                              |
| Contact Name                    | [Contact Name]               |
| Company                         | [Company]                    |
| Mailing Address                 | [Mailing Address]            |
| City, State Zip Code            | [City, State Zip Code]       |
| Phone Number                    | [Phone Number]               |
| Email                           | [Email]                      |
| CSLB License Number             | [CSLB License Number]        |
| <b>PROJECT SITE INFORMATION</b> |                              |
| Site Address                    | [Site Address]               |
| City, State, Zip Code           | [City, State, Zip Code]      |

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| EQUIPMENT & SYSTEM INFORMATION  |             |                                    |        |                 |                   |
|---------------------------------|-------------|------------------------------------|--------|-----------------|-------------------|
| System Purchase Type            |             | [System Purchase Type]             |        |                 |                   |
| System Uses All Smart Inverters |             | [Yes/No]                           |        |                 |                   |
| PV System Specification         |             | [PV System Specification]          |        |                 |                   |
| Associated Costs                |             |                                    |        |                 |                   |
| Photovoltaic Modules            | Inverter(s) | Carport Materials and Installation | PMRS   | Permitting Fees | Balance of System |
| \$0.00                          | \$0.00      | \$0.00                             | \$0.00 | \$0.00          | \$0.00            |
| <b>Total Project Cost:</b>      |             |                                    |        |                 | <b>\$0.00</b>     |

| PROJECT INCENTIVE CALCULATION   |                    |  |
|---|--------------------|--|
|   | <b>Tenant Area</b> | <b>Common Area</b>   |
| <b>Incentive Level</b>  | \$0.00             | \$0.00   |
| <b>Load Allocation</b>  | 0%                 | 0%   |
| CEC-AC System Rating  |                    |  |
|   |                    | 0 kW CEC-AC  |
| CSI-AC System Rating  |                    |  |
|   |                    | 0 kW CSI-AC  |
| Maximum Incentivized System Size  |                    |  |
|   |                    | 0 kW CEC-AC  |
| Unincentivized System Capacity  |                    |  |
|   |                    | 0 kW CEC-AC  |
| PV System Est. Annual Production  |                    |  |
|   |                    | 0 kWh  |
| Incentive Calculation Details   |                    |  |
|   |                    | $((\$0.00 \times 0\%) + (\$0.00 \times 0\%)) \times ((0 \text{ kW CEC-AC or } 0 \text{ kW CEC-AC, whichever is less}) \times 0\%) = \$0.00^{**}$ |
| *System Design Factor<br>** The total incentive amount cannot exceed the total project cost, minus incentives from other programs |                    |  |
| <b>Approved Incentive Amount</b>  |                    | <b>\$0.00</b>  |

| PERFORMANCE MONITORING AND REPORTING SERVICE                  |
|---|
| [Performance Monitoring and Reporting Service (PMRS) Company] |

| SIGNATURES   |   |  |
|--|---|--|
| <b>Host Customer</b>   | <b>System Owner</b>   | <b>Applicant</b>   |
| X [Host Customer Signature]<br>Date: [Date]<br>[Host Customer Name]<br>[Host Customer Company] | X [System Owner Signature]<br>Date: [Date]<br>[System Owner Name]<br>[System Owner Company] | X [Applicant Signature]<br>Date: [Date]<br>[Applicant Name]<br>[Applicant Company] |

## K. Invoice for Application Deposit



# INVOICE

**XXX-SOMAH-XXXXX**  
**[Property Name]**

Date: 00/00/00

To: [Applicant Name]  
[Applicant Company Name]  
[Applicant Address]  
[Applicant Phone Number]

| Payment Terms   |  | Due Date                       |        |
|---|--|--------------------------------|--------|
| 30 days   |  | [Application Deposit Due Date] |        |
| Description   |  |                                |        |
| Application deposit for a 0 kW CEC-AC solar energy system |  |                                |        |
| Project Number  |  | XXX-SOMAH-XXXXX                |        |
| Property Name   |  | [Property Name]                |        |
| Project Site Address                                      |  | [Project Site Address]         |        |
| Host Customer Name  |  | [Host Customer Name]           |        |
| Host Customer Company                                     |  | [Host Customer Company]        |        |
| System Owner Company                                      |  | [System Owner Company]         |        |
| Total Amount Due  |  |                                | \$0.00 |

Make all checks payable to the Center for Sustainable Energy

Attn: Solar on Multifamily Affordable Housing  
Center for Sustainable Energy  
3980 Sherman St. Ste. 170  
San Diego, CA 92110

Include the Application Number on the check memo  
For information about making an electronic application deposit, contact us by email

Phone: (858) 244-1177, Ext. 5 Email: [contact@CalSOMAH.org](mailto:contact@CalSOMAH.org)

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## L. Job Training Affidavit



### Job Training Affidavit

**Instructions:** Review all Solar on Multifamily Affordable Housing (SOMAH) job training requirement information in the SOMAH Handbook (Section 2.6), provide all requested information, and submit the completed and signed affidavit to the SOMAH Program Administrator. Both the contractor and the job trainee(s) need to complete and sign this affidavit.

**Workforce Partnership Requirement and Basic Agreement:** For each SOMAH project, the contractor agrees to hire the appropriate number of job trainees for a minimum number of hours based on system size, as outlined in the table below.

| System Size (CEC)  | Required Number of Job Trainees                   |
|--------------------|---|
| 0 kW – < 50 kW     | 1 trainee and no less than 40 hours               |
| 50 kW – < 100 kW   | 2 trainees and no less than 40 hours each trainee |
| 100 kW and greater | 2 trainees and no less than 80 hours each trainee |

The trainee(s) may participate in the SOMAH project in a direct or support role, in the categories of PV installation, project design/project engineering, and/or PV commissioning/maintenance. The work of the trainee(s) can be on or off the project site, but must be specific to the SOMAH project address. The contractor's insurance must cover the job trainee(s), and the contractor agrees to pay the trainee at their entry level or temporary worker wage, or 1.4 times the city minimum wage where the SOMAH project is located, whichever is higher. The contractor is required to enter all SOMAH job training opportunities on the [SOMAH Job Training Portal](#), with the exception of projects that begin construction prior to program launch.

#### **Eligible Trainees and Job Training Programs**

An eligible (qualified) job trainee is an individual who has completed the [Job Trainee Intake Form](#) (PDF version is available in the SOMAH Handbook Appendix) and is either:

- An individual currently enrolled in an eligible job training program; or
- An individual who graduated from an eligible job training program within 12 months of the installation project; or
- A tenant whose primary residence is the SOMAH property.

Eligibility as a job trainee lasts for one year beginning from the trainee's first day of work on any SOMAH project. Eligible job training programs include those offered by a California Community College or other PV-training programs offered to the public by local government workforce development programs, community non-profits, private enterprises, or the electrical workers union with 40+ hours of instructional and/or hands-on PV installation and design training. Career technical education programs related to green building or design offering 40+ hours of instruction are also eligible.



| SOMAH Project Information – Please Type |              |             |
|---|--------------|-------------|
| SOMAH client name                       |              |             |
| SOMAH project address                   | Project city | Project zip |

| Solar Contractor Information – Please Type |                              |
|--|------------------------------|
| Contractor name                            | Contractor CA license number |
| Contractor address                         | City, State, Zip Code        |

|                                 |
|---------------------------------|
| Size of SOMAH Project (CEC-AC): |
|---------------------------------|

| Job Trainee (1) Information – Please Type   |  |     |
|---|--|-----|
| Job trainee name  |  |     |
| Job trainee address   | City   | Zip |
| Job trainee phone number  | Job trainee email                                    |     |
| Job training organization where trainee received or is currently receiving training | Job training organization address                    |     |
| Date of prior job training program completion (if already graduated)                | How was job trainee referred to contractor?          |     |
| Type of SOMAH installation work and assistance performed by the job trainee:        | Dates and hours job trainee worked on SOMAH project: |     |
| Notes/other:  | Trainee start date:                                  |     |
|   | Trainee end date:                                    |     |



|                          |   |
|--------------------------|---|
|                          | Total hours worked:   |
| Job trainee wage/salary: | Is the job trainee currently a temporary or permanent employee at your company? |

| Job Trainee (2) Information – Please Type  |   |     |
|--|---|-----|
| Job trainee name   |   |     |
| Job trainee address  | City  | Zip |
| Job trainee phone number   | Job trainee email   |     |
| Job training organization where trainee received or is currently receiving training              | Job training organization address   |     |
| Date of prior job training program completion (if already graduated)                             | How was job trainee referred to contractor?   |     |
| Type of SOMAH installation work and assistance performed by the job trainee:<br><br>Notes/other: | Dates and hours job trainee worked on SOMAH project:<br><br>Trainee start date:<br><br>Trainee end date:<br><br>Total hours worked: |     |
| Job trainee wage/salary:   | Is the job trainee currently a temporary or permanent employee at your company?   |     |



#### AFFIDAVIT

By participating in the SOMAH Program as a Contractor, I understand and agree to the SOMAH Program rules and guidelines referenced and described herein about the job training requirement. I declare under the penalty of perjury that the information in this Affidavit is true and correct to the best of my knowledge.

Name of Contractor Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature (Contractor): \_\_\_\_\_ Date: \_\_\_\_\_

(Job Trainee #1)

By participating in the SOMAH Program as a Job Trainee, I understand and agree to the SOMAH Program rules and guidelines referenced and described herein about the job training requirement. I declare under the penalty of perjury that the information in this Affidavit is true and correct to the best of my knowledge.

Name of Job Trainee: \_\_\_\_\_

Title: \_\_\_\_\_

Signature (Job Trainee): \_\_\_\_\_ Date: \_\_\_\_\_

(Job Trainee #2)

By participating in the SOMAH Program as a Job Trainee, I understand and agree to the SOMAH Program rules and guidelines referenced and described herein about the job training requirement. I declare under the penalty of perjury that the information in this Affidavit is true and correct to the best of my knowledge.

Name of Job Trainee: \_\_\_\_\_

Title: \_\_\_\_\_

Signature (Job Trainee): \_\_\_\_\_ Date: \_\_\_\_\_

## M. Job Trainee Intake Form



### SOMAH Job Trainee Intake Form

The following information is collected by the SOMAH Program Administrator for the purposes of data analysis and will never be shared with prospective employers. Your responses will not impact your ability to participate in the SOMAH program. You may decline to answer any demographic questions.

Completed Intake Forms should be emailed to the SOMAH Program Administrator (PA) at [workforce@calsomah.org](mailto:workforce@calsomah.org). Once the form is received and processed by the SOMAH PA, you will receive an email from "SOMAH Jobs Community" with instructions to create a password for the SOMAH job training portal. Once logged into the portal, you can upload your resume to the resume bank, apply for SOMAH positions, and view program resources. By submitting this form you agree to receive email updates about SOMAH job training opportunities.

#### CONTACT INFORMATION

|   |      |
|---|------|
| First name:   |      |
| Last name:  |      |
| Address:  |      |
| City:   | Zip: |
| Primary phone:  |      |
| Secondary phone (optional):   |      |
| Primary email address (required for access to SOMAH job training portal): |      |
| Secondary email address (optional):                                       |      |

Are you a current resident of a building on which a SOMAH project is taking place?

☐ Yes

☐ No

#### TRAINING AND EDUCATION

Job training program:

|  |
|--|
|  |
|--|



**How long is your job training program?**

*(Eligible SOMAH job trainees must receive at least 40 hours of training from an eligible job training program)*

- ☐ Under 40 hours of instruction
- ☐ Over 40 hours of instruction

**Job training program address:**

**When did you graduate from this program? If currently enrolled, please give your expected graduation date.**

*(Please provide the month, day, and year. Ex: 01/31/2020)*

**Please select your highest level of education.**

*(Select at least one)*

- ☐ No diploma or GED received
- ☐ High School or GED
- ☐ Technical School/Pre-Apprenticeship
- ☐ Apprenticeship Program
- ☐ Associates
- ☐ Bachelors
- ☐ Masters
- ☐ Phd

**DEMOGRAPHICS**

This information is collected for analysis purposes and will not be shared with contractors.

**Date of Birth:** *(Please provide the month, day, and year. Ex: 01/31/2000)*

**Gender:**

- ☐ Male
- ☐ Female
- ☐ Self Identify
- ☐ Decline to answer



**Race/Ethnicity**

- ☐ American Indian/Alaskan Native
- ☐ Asian
- ☐ Black/African American
- ☐ Latino(a) or Hispanic
- ☐ Native Hawaiian/Pacific Islander
- ☐ White
- ☐ Other Multi-racial
- ☐ Decline to Answer

**Have you been convicted of a felony in the last 7 years?**

*(This information is collected for the purposes of analysis only. Your response will not impact your ability to participate in the SOMAH program.)*

- ☐ Yes
- ☐ No

**Do you currently receive any of the following government benefits?**

*(Check all that apply.)*

- ☐ I receive SNAP benefits
- ☐ I receive WIC benefits
- ☐ I receive TANF benefits
- ☐ I utilize a Section 8 voucher
- ☐ I am currently unemployed or under-employed
- ☐ None of the above
- ☐ Decline to answer

**EMPLOYMENT HISTORY**

**Current or most recent employer:**

**Current or most recent job title:**

**Current or most recent wage/salary:**

## N. Letter of Authorization to Receive Customer Information or Act on a Customer's Behalf

The following Letter of Authorization is for demonstration purposes only and may change at a later date.

|   |  |   |
|---|--|---|
| <b>AUTHORIZATION TO: RECEIVE CUSTOMER<br/>INFORMATION OR ACT ON A CUSTOMER'S BEHALF</b> | <b>SUBMITTED TO THE FOLLOWING.</b><br>Please check all that apply: |   |
|   | <input type="checkbox"/> PG&E<br><input type="checkbox"/> SCE      | <input type="checkbox"/> SoCalGas<br><input type="checkbox"/> SDG&E |

**THIS IS A LEGALLY BINDING CONTRACT—READ IT CAREFULLY**  
(Please Print or Type)

I, \_\_\_\_\_  
NAME TITLE (IF APPLICABLE)

of \_\_\_\_\_ (Customer) have the following mailing address:

MAILING ADDRESS CITY STATE ZIP, and do hereby appoint

\_\_\_\_\_ of \_\_\_\_\_  
NAME OF THIRD PARTY MAILING ADDRESS

CITY STATE ZIP

**to act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:**

**ACCOUNTS INCLUDED IN THIS AUTHORIZATION:**

- |    |                 |      |                        |
|----|-----------------|------|------------------------|
| 1. | SERVICE ADDRESS | CITY | SERVICE ACCOUNT NUMBER |
| 2. | SERVICE ADDRESS | CITY | SERVICE ACCOUNT NUMBER |
| 3. | SERVICE ADDRESS | CITY | SERVICE ACCOUNT NUMBER |

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

**INFORMATION, ACTS AND FUNCTIONS AUTHORIZED** – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions **(initial all applicable boxes):**

- ☒ 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility<sup>1</sup>.
  - ☒ 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
    - ☒ a. Verification of rate, date of rate change, and related information;
    - ☒ b. Contracts and Service Agreements;
    - ☒ c. Previous or proposed issuance of adjustments/credits; or
    - ☐ d. Other previously issued or unresolved/disputed billing adjustments.
  - ☐ 3. Request investigation of my utility bill(s).
  - ☒ 4. Request special metering, and the right to access interval usage and other metering data on my account(s).
  - ☐ 5. Request rate analysis.
  - ☐ 6. Request rate changes.
  - ☐ 7. Request and receive verification of balances on my account(s) and discontinuance notices.

<sup>1</sup> The Utility will provide standard customer information without charge up to two times in a 12 month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

The following Letter of Authorization is for demonstration purposes only and may change at a later date.

**AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF**

**I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS<sup>2</sup> (initial one box only):**

<sup>2</sup>If no time period is specified, authorization will be limited to a one-time authorization

☐

One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).

☐

One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.

☒

Authorization is given for the period commencing with the date of execution until **12/31/2022** (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

**RELEASE OF ACCOUNT INFORMATION:**

**The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):**

☒

Hard copy via US Mail (if applicable).

☒

Facsimile at this telephone number: 858-244-1178

☒

Electronic format via electronic mail (if applicable) to this e-mail address:

I (Customer), \_\_\_\_\_ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. **[This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]**

AUTHORIZED CUSTOMER SIGNATURE

TELEPHONE NUMBER

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
MONTH YEAR

at \_\_\_\_\_  
CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the release of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

AGENT SIGNATURE

TELEPHONE NUMBER

COMPANY

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
MONTH YEAR

## O. Multiple Bid Waiver



### Multiple Bid Waiver

*Background: Per the Solar On Multifamily Affordable Housing (SOMAH) Handbook, Section 4, Application Process for SOMAH Projects, and Section 2.10 Multiple Bid Requirement, projects that enter the program in Track A and receive upfront Technical Assistance are required to solicit multiple bids for their solar PV project. Projects that enter the program in Track B and do not receive upfront Technical Assistance may opt to solicit multiple bids, but are not required to do so.*

By signing this affidavit, [Host Customer Name], with respect to the solar electric system project ("System") at [Project Site Address], which is funded by the Program Administrator for the Solar on Multifamily Affordable Housing Program (SOMAH), certifies and declares under penalty of perjury under the laws of the State of California that each of the statements in the paragraphs below are complete, true and correct.

- 1) I have freely chosen to forego the bidding process.
- 2) I am aware that I have the option to solicit multiple bids from more than one contractor.
- 3) I am aware that the SOMAH program has resources available to assist in soliciting bids from eligible contractors.

By signing this Affidavit, I, [Host Customer Name], also declare under penalty of perjury, under the laws of the State of California, that all of the foregoing statements are true and correct.

#### Host Customer

Signature: \_\_\_\_\_

[Host Customer Name]

Date: \_\_\_\_\_

## P. Project Bid Template

Solar on Multifamily Affordable Housing (SOMAH) Program

### Project Bid



The Solar on Multifamily Affordable Housing (SOMAH) Project Bid form allows customers to compare multiple bids using standard metrics. The customer should be aware and understand the information in the bid. The final contract may differ from this bid and will be reviewed in accordance with the incentive application process. Submission of the incentive application and Project Bid form does not guarantee incentive eligibility. **Note: When responding to bid requests received through the online bidding platform, the SOMAH Project Bid Form should be filled out digitally using the form fields and submitted as a PDF file.**

#### Bid Prepared By

Solar contractor contact:

Solar contractor company:

#### Bid Prepared For

Customer contact:

Customer company:

#### Section I – Contractor Information

Company name:

Company street address:

Company city:

State:

ZIP code:

Contact person:

Phone number:

Email:

#### CSLB Credentials

CSLB license #:

Years of active license:

Has license or an affiliated license ever been suspended by CSLB?

☐ Yes

☐ No

Has contractor ever had a complaint filed about them at CSLB?

☐ Yes

☐ No

Has contractor ever had a complaint made to any CPUC-governed programs?  
(CSI, MASH, CSI Thermal, etc.)

☐ Yes

☐ No

#### Section II – Property Information

Electric utility:

Property name:

Contact person:

Project street address:

Project city:

State:

ZIP code:

Number of units:

Number of multifamily buildings:

Building(s) year built:

Number of building stories:

CalSOMAH.org • [contact@calsomah.org](mailto:contact@calsomah.org) • 858-244-1177 ext. 5

Administered by the SOMAH Program Administrator under auspices of the California Public Utilities Commission

1





|   |                                |   |
|---|--------------------------------|---|
| <b>Section III – Contract Information</b>   |                                |   |
| <b>Ownership Type:</b> <input type="checkbox"/> Customer owned <input type="checkbox"/> Third-party owned               |                                |   |
| Please select the relevant information for third-party owned systems:   |                                |   |
| <input type="checkbox"/> Power purchase agreement   | <input type="checkbox"/> Lease | <input type="checkbox"/> Other (Please specify) |
| <b>Warranty Information</b>   |                                |   |
| Description of component(s) included in warranty:   |                                |   |
| <i>The warranty terms below are in accordance with the SOMAH Program Handbook Section 2.11.</i>                         |                                |   |
| 20-year manufacturer performance warranty   | <input type="checkbox"/> Yes   | <input type="checkbox"/> No                     |
| 10-year workmanship warranty for no-cost repair and replacement of defective equipment                                  | <input type="checkbox"/> Yes   | <input type="checkbox"/> No                     |
| 20-year warranty against more than 15% degradation of electrical generation output                                      | <input type="checkbox"/> Yes   | <input type="checkbox"/> No                     |
| 1-year meter workmanship warranty   | <input type="checkbox"/> Yes   | <input type="checkbox"/> No                     |
| Anticipated yearly degradation  |                                | %   |
| Does the property have replacement reserves? (Funds set aside that provide periodic replacement of building components) | <input type="checkbox"/> Yes   | <input type="checkbox"/> No                     |
| Number of projects and kW currently under management?   | Projects                       | kW  |
| <b>Performance Guarantee</b>  |                                |   |
| What are the terms you have with your vendors?  |                                |   |
| How do you ensure that mechanic's liens are not filed?  |                                |   |
| Additional warranty information (e.g., monitoring and report accessibility or damage and roof penetration)              |                                |   |

#### Section IV – System Specifications & Installation Information

All calculations should be made using the EPBB Calculator. Reference the incentive estimate tool in PowerClerk.

| Energy Consumption  |     |
|---|-----|
| Tenant area annual consumption (historical avg.)              | kWh |
| Common area annual consumption (historical avg.)              | kWh |
| Total annual consumption (historical avg.)                    | kWh |
| Estimated Production  |     |
| Estimated annual system production (1st year)                 | kWh |
| Estimated amount of annual consumption offset by PV system    | %   |
| Proposed common area allocation (maximum 49% of total system) | %   |
| Proposed tenant area allocation (minimum 51% of total system) | %   |
| Estimated project timeline:                                   |     |

| Milestone  | Estimated Completion Date                                |
|--|--|
| Signed contract  |  |
| Permit pulled  |  |
| Construction start date                                  |  |
| Construction end date                                    |  |
| Permission to operate received                           |  |
| Incentive payment received                               |  |
| Is a carport installation included in the project scope? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Is there a carport already located on site?              | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| Scope of Work – Inclusion and Exclusions                                     |                              |                             |
|--|------------------------------|-----------------------------|
| Tree and other landscape trimming or removal as needed                       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Asphalt or ground removal for ground-mount or carport installation           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Electrical service upgrades on customer side if required                     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Utility de- and re-energize fees if applicable                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Fencing and exclusion zones around work and storage areas to maintain safety | <input type="checkbox"/> Yes | <input type="checkbox"/> No |



|  |                              |                             |
|--|------------------------------|-----------------------------|
| Discretionary review fees in addition to normal permitting fees in the case that the authority having jurisdiction (AHJ) requires a special development or planning review | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Special inspection fees  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Structural engineering or architect fees if required by utility or AHJ   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Relocation or installation of walk paths on roof if applicable   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Recertification of customer electric gear if required by utility or AHJ  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Coordinate with any roofing installer and/or manufacturer that has an existing roof warranty and take all necessary steps to maintain existing warranties                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Summary of scope of work (additional information about installation process or work to be performed in conjunction with solar installation if applicable):                 |                              |                             |
| <br><br><br>   |                              |                             |
| Attachments included?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

| Proposed Equipment                             |    |
|--|----|
| Inverter make and model:                       |    |
| Inverter quantity:                             |    |
| PV module make and model:                      |    |
| PV module quantity:                            |    |
| Other, if applicable (specify component type): |    |
| <br>   |    |
| Make and model:                                |    |
| Quantity:                                      |    |
| Total system size (CEC-AC):                    | kW |

| Section V – Additional Information                   |  |
|--|--|
| Contractor's Prior Experience                        |  |
| Number of separate VNEM interconnections:            |  |
| Number of individual solar projects:                 |  |
| Number of LIWP, MASH, etc. rebates completed:        |  |
| Number of projects completed with carports included: |  |





|  |                              |                             |
|--|------------------------------|-----------------------------|
| References attached  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Single-line diagram attached                                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Manufacturer specification sheets attached                   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Site plan attached   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Supporting bid documentation attached                        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Description of supporting bid documentation (if applicable): |                              |                             |

| Section VI – Payments and Cost Information  |              |
|---|--------------|
| Customer-Owned Systems Only   |              |
| PV module cost  | \$           |
| Inverter(s) cost  | \$           |
| Cost of carport material and installation (if applicable)                         | \$           |
| On-site system measurement, performance monitoring and data acquisition equipment | \$           |
| Permitting fees   | \$           |
| Balance of system   | \$           |
| Total project cost (Total of lines above)   | \$           |
| Cost per kW (CEC-AC)  | \$/kW        |
| Deposit   | \$           |
| Payment Schedule  |              |
| Amount  | Description  |
| Milestone 1: \$   |              |
| Milestone 2: \$   |              |
| Milestone 3: \$   |              |
| Milestone 4: \$   |              |
| Third-Party Owned Systems Only  |              |
| <i>Please enter the information as applicable for PPA or lease systems.</i>       |              |
| Duration  | (1-20 years) |
| Cost (\$) per kWh (PPA)   | \$ /kWh      |
| Cost (\$) per month (lease)   | \$ /month    |
| Escalator (if applicable)   | %            |



| Estimated Financial Summary   |      |                              |                             |
|---|------|------------------------------|-----------------------------|
| The estimated total incentive amount can be generated using the Incentive Estimator in PowerClerk, based on the system size. This is an estimation and not a guaranteed amount. |      |                              |                             |
| Estimated total costs   |      | \$                           |                             |
| Estimated total incentive amount  |      | \$                           |                             |
| Will the contractor carry the SOMAH rebate as a part of payment?  |      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 20-Year Table   |      |                              |                             |
| Year  | Rate | Year                         | Rate                        |
| Year 1  |      | Year 11                      |                             |
| Year 2  |      | Year 12                      |                             |
| Year 3  |      | Year 13                      |                             |
| Year 4  |      | Year 14                      |                             |
| Year 5  |      | Year 15                      |                             |
| Year 6  |      | Year 16                      |                             |
| Year 7  |      | Year 17                      |                             |
| Year 8  |      | Year 18                      |                             |
| Year 9  |      | Year 19                      |                             |
| Year 10   |      | Year 20                      |                             |
| Option to purchase at end of agreement?   |      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Terms to purchase at end of agreement:  |      |                              |                             |
| Bid Terms   |      |                              |                             |
| This bid is valid until the following date:   |      |                              |                             |
| Tolerance for changes in system size from this bid:   |      |                              |                             |
| Tolerance for changes in total cost from this bid:  |      |                              |                             |
| Contractor may substitute equipment quoted based on availability?   |      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |



#### Section VII – Job Training and Local Hiring

*Local and targeted hiring is strongly encouraged and can be referenced in the SOMAH Program Handbook Section 2.8.6.*


|   |                              |                             |
|---|------------------------------|-----------------------------|
| Is contractor planning to use local hiring to fulfill the job trainee requirement for this project? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Local hiring plan (if applicable):  |                              |                             |
|   |                              |                             |
| Wage information  |                              |                             |
| Benefit information   |                              |                             |
| Other services (if applicable):   |                              |                             |
|   |                              |                             |

#### Acknowledgments

*The undersigned declare under penalty of perjury under the laws of the State of California that the information provided on this form is accurate and true.*

|                            |      |
|----------------------------|------|
| <hr/>                      |      |
| Solar contractor signature | Date |

## Q. Reservation Request Form

|            |   |             |   |
|------------|---|-------------|---|
| <b>RRF</b> | <b>Solar On Multifamily Affordable Housing<br/>Reservation Request Form</b> |             |  |
|            | Form Version  | RRF-V1-2019 |   |
|            | Preparation Date  | [Date]      |   |

|                                 |  |
|---------------------------------|--|
| <b>HOST CUSTOMER</b>            |  |
| Contact Name                    | [Host Customer Name]                   |
| Company                         | [Host Customer Company]                |
| Mailing Address                 | [Host Customer Address]                |
| City, State, Zip Code           | [Host Customer City, State, Zip]       |
| Phone Number                    | [Host Customer Phone Number]           |
| Email                           | [Host Customer Email]                  |
| <b>SYSTEM OWNER</b>             |  |
| Contact Name                    | [System Owner Name]                    |
| Company                         | [System Owner Company]                 |
| Mailing Address                 | [System Owner Address]                 |
| City, State, Zip Code           | [System Owner City, State, Zip]        |
| Phone Number                    | [System Owner Phone Number]            |
| Email                           | [System Owner Email]                   |
| <b>APPLICANT</b>                |  |
| Contact Name                    | [Applicant Name]                       |
| Company                         | [Applicant Company]                    |
| Mailing Address                 | [Applicant Address]                    |
| City, State, Zip Code           | [Applicant City, State, Zip]           |
| Phone Number                    | [Applicant Phone Number]               |
| Email                           | [Applicant Email]                      |
| <b>SOLAR CONTRACTOR</b>         |  |
| Contact Name                    | [Solar Contractor Name]                |
| Company                         | [Solar Contractor Company]             |
| Mailing Address                 | [Solar Contractor Address]             |
| City, State, Zip Code           | [Solar Contractor City, State, Zip]    |
| Phone Number                    | [Solar Contractor Phone Number]        |
| Email                           | [Solar Contractor Email]               |
| CSLB License Number             | [Solar Contractor CSLB License Number] |
| <b>PROJECT SITE INFORMATION</b> |  |
| Site Address                    | [Project Site Address]                 |
| City, State, Zip Code           | [Project Site City, State, Zip]        |

|   |   |
|---|---|
| <b>EQUIPMENT &amp; SYSTEM INFORMATION</b> |   |
| System Purchase Type                      | [Host Customer Owned/PPA/Solar Lease]         |
| System Uses All Smart Inverters           | [Yes/No]                                      |
| PV System Specification                   | [PV System Equipment, Tilt, Azimuth, Shading] |

| Associated Costs           |             |                                    |        |                 |                   |
|----------------------------|-------------|------------------------------------|--------|-----------------|-------------------|
| Photovoltaic Modules       | Inverter(s) | Carport Materials and Installation | PMRS   | Permitting Fees | Balance of System |
| \$0.00                     | \$0.00      | \$0.00                             | \$0.00 | \$0.00          | \$0.00            |
| <b>Total Project Cost:</b> |             |                                    |        |                 | <b>\$0.00</b>     |

| PROJECT INCENTIVE CALCULATION    |  |             |
|----------------------------------|--|-------------|
|                                  | Tenant Area                              | Common Area |
| Incentive Level                  | \$0.00                                   | \$0.00      |
| Load Allocation                  | 0%                                       | 0%          |
| CEC-AC System Rating             | 0 kW CEC-AC                              |             |
| CSI-AC System Rating             | 0 kW CSI-AC                              |             |
| PV System Est. Annual Production | 0 kWh                                    |             |
| Incentive Calculation Details    | [Incentive Calculation Details] = \$0.00 |             |
| *System Design Factor            |  |             |
| Reserved Incentive Amount        | \$0.00                                   |             |

| APPLICATION DEPOSIT (Applicable for systems $\geq$ 10 kW) |
|---|
| Application Deposit Amount: \$0.00                        |

By execution of the Completed Reservation Request Form (RRF), the Host Customer, System Owner, or any other party to the RRF agree to include the language in Section B-7, Indemnification of the SOMAH Program Handbook, in any agreement for the installation of a solar photovoltaic system that receives funding from the SOMAH Program.

| SIGNATURES                                      |   |   |
|---|---|---|
| Host Customer                                   | Host Customer                                   | Host Customer                                   |
| X [Host Customer Signature]                     | X [Host Customer Signature]                     | X [Host Customer Signature]                     |
| [Host Customer Name]<br>[Host Customer Company] | [Host Customer Name]<br>[Host Customer Company] | [Host Customer Name]<br>[Host Customer Company] |



## R. Reservation Expiration Extension Request Form



### SOMAH Reservation Expiration Extension Request

|                               |  |
|-------------------------------|--|
| *Application Number:          |  |
| *Host Customer Name:          |  |
| Host Customer e-mail:         |  |
| *Site Address:                |  |
| *Reservation Expiration Date: |  |
| Service Account(s):           |  |

|                            |  |
|----------------------------|--|
| *Applicant Company:        |  |
| *Applicant Contact:        |  |
| *Applicant Contact e-mail: |  |

\* Denotes a required field.

Identified below are some of the eligible reasons for an extension request and the associated documentation requirements. Please identify the eligible reason(s) for an extension and submit the appropriate documentation with this extension request. Projects that fail to meet the criteria will not be granted an extension.

| Mark Selection | Requested Extension (days) | Reason  | Documentation Requirement(s)   |
|----------------|----------------------------|---|--|
|                |                            | Circumstances beyond the control of the reservation holder that prevented the system from being installed as described in the Reservation Request Package | <ul style="list-style-type: none"> <li>Documentation substantiating why extension is needed</li> <li>Cost documentation must demonstrate that the system purchaser has incurred at least 50 percent of the reserved system's total purchase price</li> </ul>   |
|                |                            | There was a problem in the permitting process and it was the cause of delay, documentation, such as any correspondence with the building department       | <ul style="list-style-type: none"> <li>Provide documentation, such as any correspondence with the building department and timeline/chronology of events from initial permitting request to approval, that support problem in the permitting process</li> <li>Cost documentation must demonstrate that the system purchaser has incurred at least 50 percent of the reserved system's total purchase price</li> </ul> |
|                |                            | Contractor's license becomes suspended, and applicant must find another contractor  | <ul style="list-style-type: none"> <li>Must provide notice and proof of contractor's license being suspended</li> </ul>  |
|                |                            | Defective panels  | <ul style="list-style-type: none"> <li>Clear photos of defective panels</li> </ul>   |
|                |                            | Other (provide explanation on the following page)   | <ul style="list-style-type: none"> <li>Cost documentation must demonstrate that the system purchaser has incurred at least 50 percent of the reserved system's total purchase price &amp; documentation substantiating why extension is needed.</li> </ul>   |



If applicable, please provide an explanation in the space provided below along with the required documentation. For an extension request where the reason identified in the previous table is "Other", please provide a detailed explanation below. Attach additional pages if necessary.

SAMPLE



| FOR SOMAH PA INTERNAL USE ONLY   |  |
|--|--|
| The Extension Request for application number, ____-SOMAH-____, Host Customer, _____ is   |  |
| <input type="checkbox"/> <b>Granted</b><br>For the term of not more than _____ days<br>The new due date for this project is _____<br><small>(not to exceed 180 calendar days from current Reservation Expiration Date)</small> | <input type="checkbox"/> <b>Denied for the following reason(s)</b><br><input type="checkbox"/> Not eligible per SOMAH Program Handbook, section 4.6.2<br><input type="checkbox"/> Insufficient documentation provided to support extension request |
| <input type="checkbox"/> Mark here if CPUC/ PA Review is required  | Date sent for Review:  |
| Printed Name:  |  |
| Signed:  | Date:  |



## S. Sample VNEM Allocation Forms

- **PacifiCorp**
- **SCE**
- **SDGE**

**Virtual Net Energy Metering  
Solar Generation Credit Allocation Request Form**

(N)

| <b>Owner/ Operator Information (as it appears on your monthly Pacific Power statement):</b> |  |
|---|--|
| Customer or Business Name   |  |
| Street Address  |  |
| City, State, ZIP  |  |
| Phone   |  |
| Email   |  |
| Name of Individual Completing the Form  |  |

**Credit Allocation Request Information**

I/we request that all energy credits, available as a result of the application of the rates and terms of Schedule NEMVS-139, be applied in the following percentages to the Qualified Customers responsible for bills for the locations and the common use area(s) of the Residential Complex, all meeting the terms set forth in Schedule NEMVS-139. I/we certify that an amount less than 50% will be allocated to common area meters in accordance with the rules adopted by the California Public Utilities Commission in D.17-12-022.

**Common Use / Tenant Percentage Split**

$\frac{\text{Common Area}}{\text{Common Area} + \text{Tenants}} = 100\%$

| <b>Generating Meter: (meter physically attached to the generation facility)</b> |   |                                     |
|---|---|-------------------------------------|
| Meter Number  | Account Address as listed on your Billing Statement | Annual Anticipated Generation (kWh) |
|   |   |                                     |

| <b>Common Area Meter(s):</b> |              |   |                 |                         |
|------------------------------|--------------|---|-----------------|-------------------------|
| Account Name                 | Meter Number | Account Address as listed on your Billing Statement | Annual kWh Load | Allocation Percentage % |
| #1                           |              |   |                 |                         |
| #2                           |              |   |                 |                         |
| #3                           |              |   |                 |                         |
| #4                           |              |   |                 |                         |

(N)

(Continued)

**Issued by**

Advice Letter No. 561-E  
Decision No. \_\_\_\_\_  
TF6 SGCA-1.NEW

Etta Lockey  
Name  
VP, Regulation  
Title

Date Filed March 14, 2018  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



SOUTHERN CALIFORNIA  
**EDISON**  
An EDISON INTERNATIONAL® Company

**Virtual Net Energy Metering For Multi-Tenant and  
Multi-Meter Properties (NEM-V and NEM-V-ST)  
Allocation Request Form**

(N)

A. This Virtual Net Energy Metering For Multi-Tenant and Multi-Meter Properties (NEM-V and NEM-V-ST) Allocation Request Form (Request) is for use in combination with Southern California Edison's (SCE) Schedule NEM-V or its successor, Schedule NEM-V-ST. (N)

(N)

B. This Initial / Subsequent (circle) Request is being completed by:

1. Business or Company Name:

\_\_\_\_\_

2. Business or Company Address:

\_\_\_\_\_

3. Business or Company Phone Number:

\_\_\_\_\_

4. Address of Property subject to Schedule NEM-V or NEM-V-ST (if different than #2): (N)

\_\_\_\_\_

5. Name of Individual Filling out this Form:

\_\_\_\_\_

6. Email address of Generating Account Owner

\_\_\_\_\_

C. Generator Service Account Number

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



(N)

 $\Gamma(T)$ [illegible]Form 14-910  
2/2016



SOUTHERN CALIFORNIA  
**EDISON**  
An EDISON INTERNATIONAL® Company

**Virtual Net Energy Metering For Multi-Tenant and  
Multi-Meter Properties (NEM-V and NEM-V-ST)  
Allocation Request Form**

(N)

**Designation of Unallocated Credit Due to Unit Vacancy**

For unit vacancy

- If there is an Owner/Tenant agreement in place, the unallocated credit will be automatically directed to the owner's account as the customer of record (T)
- If there is no Owner/Tenant agreement in place, the owner may designate in the table below either a Common Area Account or a Benefitting Account (that is not a Common Area Account) to receive the credit

|   |
|---|
| Benefitting Account (Common Area or non-Common Area) Address with Unit Number |
|   |

(T)

- D. I represent that the forgoing is the percentage allocation of the generation credits that this company wants to take effect on the start of the next billing period that is at least 30 days following receipt of this form by SCE. Moreover, I understand that these allocations for the Benefitting Accounts shall remain in effect for a minimum of 12 months. If I request a change in the allocation percentages prior to the end of the 12-month period, I will not be charged for up to one change per Benefitting Account in each 12-month period. Subsequent changes to any account within the 12-month period will be charged at \$7.50 per account. (T)

I can receive Qualified Customer information or act on a Qualified Customer's behalf to receive information by completing SCE's Form 14-796: "Authorization To: Receive Customer Information or Act on a Customer's Behalf" (<http://www.sce.com/NR/sc3/tm2/PDF/14-796.pdf>). (T)

I agree that SCE may from time to time release to the California Energy Commission and/or the California Public Utilities Commission information regarding the Owner/Operator's name, the location of each Generating Facility, their capacities and operating characteristics, and Qualified Customer names and account numbers. (T)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Please return this form to:

Net Energy Metering  
Southern California Edison  
P.O. Box 800  
Rosemead, CA 91770-9810  
[Customer.generation@sce.com](mailto:Customer.generation@sce.com)

A copy of this form, including the signed signature page, may be transmitted to SCE by facsimile or other electronic means, and may be executed by Electronic Signature. A copy of the signature page so transmitted may be used for the purpose of enforcing the terms of this form as though it were an original and it will not be made inadmissible in any legal or regulatory proceeding concerning this form on the basis of the Best Evidence Rule or similar rule of admissibility. (N)

**Solar Generation Credit  
Allocation Request Form**

A. This Solar Generation Credit Allocation Request Form (Request) is for use in combination with San Diego Gas & Electric Company's Schedule VNM-A or Schedule VNM-A-ST or Schedule VNEM-SOMAH.

B. This Initial / Subsequent (circle) Request is being completed by:

1. Business or Company Name:

2. Business or Company Address:

3. Business or Company Phone Number:

4. Name of Individual Filling out this Form:

C. I request that all credits, available as a result of the application of the rates and terms of Schedule \_\_\_\_\_ (VNM-A, VNM-A-ST, and VNEM-SOMAH), be applied in the following percentages to the Qualified Customers responsible for bills for the locations and the common use area(s) of the complex, all meeting the terms set forth in Schedule VNM-A or VNM-A-ST or VNEM-SOMAH (as applicable), identified below:

**Common Use / Tenant Percentage Split<sup>1</sup>**

                     +                      = 100%  
Common Use      Tenants

<sup>1</sup> For VNM-A and VNM-ST the initial Owner-designated percentage split between common use and tenants will remain in effect for a minimum of five years.

| Account Type                                  | Meter Number | Service Address<br>Street, <u>Unit #</u> , City, Zipcode | Percent Allocation<br><b>(Must total 100%)</b> |
|---|--------------|--|--|
| <b>Generator<br/>Meter</b>                    |              |  |  |
| <b>Common Area<br/>Benefitting<br/>Meters</b> |              |  |  |
| 1   |              |  |  |
| 2   |              |  |  |
| 3   |              |  |  |
| <b>Tenant<br/>Benefitting<br/>Meters</b>      |              |  |  |
| 4   |              |  |  |
| 5   |              |  |  |
| 6   |              |  |  |
| 7   |              |  |  |
| 8   |              |  |  |

Attached is/are \_\_\_\_\_ (number of sheets) sheets extending the above lists to more Qualified Customers. Each attached sheet is signed by the undersigned and dated with today's date.

- D. I represent that the forgoing is the percentage allocation of the solar generation credits that this company wants to take effect on the first regularly scheduled monthly meter read date that is at least 15 days following receipt of this form by the Utility. Moreover, I understand that this allocation and subsequent reallocations shall remain in effect for a minimum of twelve months. I also understand that this company will not receive any feedback from SDG&E regarding how much of the credits were used by each Qualified Customer absent appropriate releases from each customer and a separate agreement with SDG&E.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Form 142-02768 (03/18)



## T. Sample Application Deposit Reassignment Request

### Application Deposit Refund Reassignment Request Form



All SOMAH Applicants applying for systems  $\geq 10$  kW are required to pay an Application Deposit, ranging from \$1,250 - \$20,000 based on the system size (kW). Upon approval of the Incentive Claim Milestone, the Application Deposit will be returned in full to Application Deposit Payer by default, unless the SOMAH PA receives a written request to return the Application Deposit to a another party.


This Application Deposit Refund Reassignment Request Form may be used to designate a different recipient for the application deposit refund to be paid to.

| APPLICATION INFORMATION  |                                    |
|--|------------------------------------|
| SOMAH Application Number   | [Application number]               |
| Property Name  | [Property name]                    |
| Host Customer Company  | [Host customer company name]       |
| Application Deposit Amount   | \$0.00                             |
| Application Deposit Paid By  | [Application deposit payer]        |
| Application Deposit Paid Date  | [Date the deposit was paid]        |
| APPLICATION DEPOSIT REFUND RECIPIENT (if other than the Application Deposit Payer) |                                    |
| Application Deposit Refund Recipient Name  | [Deposit refund recipient]         |
| Application Deposit Refund Recipient Company                                       | [Deposit refund recipient company] |
| Mailing Address  | [Deposit refund recipient address] |
| Method of Payment  | Electronic or check                |
| SIGNATURE  |                                    |
| Deposit Refund Recipient   |                                    |
| [Deposit refund recipient name]  | Signature                          |
| [Deposit refund recipient company]   | Date                               |
| Application Deposit Payer  |                                    |
| [Application deposit payer]  | Signature                          |
|  | Date                               |

V2



## U. Progress Payment Request Form

|     |   |                      |   |
|-----|---|----------------------|---|
| PPR | Solar On Multifamily Affordable Housing<br><b>Progress Payment Request Form</b> |                      |  |
|     | Form Version  | PPR-V2-2022          |   |
|     | Application Number  | [Application Number] |   |
|     | Preparation Date  | 00/00/00             |   |

The SOMAH Program offers a Progress Payment Pathway (PPP) request option to receive 60% of the total reserved incentive once the system is installed and is mechanically complete, in advance of receiving permission to operate from the Utility. This option enables partial recoupment of the system and installation costs before the completion of the Utility interconnection process and the SOMAH application process.

An Applicant may submit the Progress Payment Pathway Request package after the SOMAH PA has issued the Proof of Project Milestone Approval, but no later than four months in advance of the Incentive Claim Milestone deadline. The Request Package must include:

1. A completed Progress Payment Request Form
2. A signed affidavit ensuring tenant education has been completed

The designated Payee in PowerClerk for the progress payment will carry over to the Incentive Claim Milestone as the payee for the final incentive payment as well. See SOMAH Handbook Section 4.6.1, Progress Payment Request Option for details.

### Summary of Progress Payment Request (auto filled from PowerClerk)

| PROPERTY & PARTICIPANTS        |   |
|--------------------------------|---|
| SOMAH Application Number       | [Application Number]                      |
| Property Name                  | [Property Name]                           |
| Host Customer Name             | [Host Customer Name]                      |
| Host Customer Company          | [Host Customer Company]                   |
| System Owner Name              | [System Owner Name]                       |
| System Owner Company           | [System Owner Company]                    |
| EQUIPMENT & SYSTEM INFORMATION |   |
| CEC-AC kW                      | 0 kW CEC-AC                               |
| Design Factor                  | 0%  |
| CSI-AC kW                      | 0 kW CSI-AC                               |
| Summary of Arrays              | [PV System Specification of Solar Arrays] |

| INCENTIVE CALCULATION & PAYEE INFORMATION |  |
|---|--|
| Total Reserved Incentive                  | \$0  |
| Progress Payment Amount                   | \$0  |
| Payee Name                                | [Payee Name]   |
| Payee Company                             | [Payee Company]  |
| Method of Payment                         | [Method of Payment]  |
| If electronic:                            | [Last 4 digits of account number]<br>[Last 4 digits of routing number] |

The future final incentive payment will be calculated after the final SOMAH inspection and the Incentive Claim Milestone approval and will equate to the total reserved incentive minus the progress payment and any further reconciliations made to the incentivized system post SOMAH inspection.

### **Attestation and Signatures**

By signing this Progress Payment Request Form, the signatories below attest under penalty of perjury that they understand and agree to the following:

- The system is installed at the SOMAH project site as portrayed in the Progress Payment Request Package and all information listed on this form is true and accurate.
- The 18-month SOMAH reservation period remains the same for all SOMAH projects regardless of whether a progress payment was disbursed. Permission to Operate must be issued by the relevant Utility and an Incentive Claim Package must be submitted to the SOMAH PA by the Incentive Claim Milestone deadline.
- If the SOMAH application is cancelled or withdrawn due to reasons including, but not limited to: not meeting all program requirements or if the Incentive Claim Milestone Package is not submitted by the Incentive Claim Milestone deadline, the Payee shall return all SOMAH progress payment incentive funds within 30 days after the application has been cancelled or withdrawn (see SOMAH Handbook Section 4.7.4, Grounds for Incentive Payment Clawback or Reduction, for details).

| SIGNATURES                    |                              |
|-------------------------------|------------------------------|
| <b>Host Customer</b>          | <b>System Owner</b>          |
| {full_name: Host Customer}    | {full_name: System Owner}    |
| {data: Host Customer Company} | {data: System Owner Company} |
| _____<br>Signature            | _____<br>Signature           |
| _____<br>Date                 | _____<br>Date                |

## V. Affidavit Ensuring SOMAH Income Levels for Minimum of 10 Years



### Affidavit Ensuring SOMAH Income Levels for Minimum of 10 Years

Affidavit ensuring that at least 80% of household incomes will remain at or below 60% Area Median Income (AMI) for a minimum of ten (10) years from the date of SOMAH Reservation Request submittal

By signing this affidavit, \_\_\_\_\_ ("Host Customer"), with respect to the solar electric system project ("System") at \_\_\_\_\_ (Property Name), located at \_\_\_\_\_ (Project Site Address), which is partially funded by the Solar On Multifamily Affordable Housing ("SOMAH") Program under Application Number \_\_\_\_\_-SOMAH-\_\_\_\_\_, certifies and declares under penalty of perjury that each of the statements below are complete, true, and correct:

1. Host Customer certifies that it will maintain a resident portfolio in which at least 80% of the household incomes are at or below 60% of the Area Median Income (AMI), as defined by the Department of Housing and Community Development (HCD), for a minimum of ten (10) years from the date of the SOMAH Reservation Request submittal.
2. Host Customer acknowledges that the SOMAH income requirements are more stringent than the deed restriction or regulatory agreement classifying this property as affordable housing and certifies its voluntary commitment to maintaining the SOMAH income requirements for a minimum 10-year timeframe.
3. Host Customer certifies that if, within the minimum 10-year timeframe, the household income levels for at least 80% of residents do not meet the SOMAH income requirements of 60% AMI or below, it will notify the SOMAH Program Administrator immediately, and any SOMAH incentive received may be subject to an incentive clawback.
4. Host Customer acknowledges that failure to comply with these requirements serves as grounds for SOMAH program removal and clawback of any dispersed incentive funds.
5. Host Customer agrees that the SOMAH Program Administrator reserves the right to request periodic documentation of income certifications throughout the 10-year duration.

Although it is not mandatory, the SOMAH Program Administrator also strongly encourages the Host Customer to record these income level requirements with the County in which the System is located, or otherwise applicable authority, to ensure that with any transfer of ownership, the SOMAH program requirements will be known and upheld.

I declare under penalty of perjury that all of the foregoing statements are true and correct.

**Host Customer Company Name:**

**Host Customer Contact Name:**

**Title:**

**Signature:**

**Date:**

V1

## W. Electronic Payment Setup Form



Solar on Multifamily Affordable Housing  
**CalSOMAH.org**

### **SOMAH Electronic Deposit, Vendor ACH Form** for Application Deposit Refunds and Incentive Payments

#### **Instructions**

Please complete the form and have it signed by the Beneficiary or their authorized agent.

When complete, please merge this form with a copy of a VOID check and upload into your SOMAH application.

|                                    |   |
|------------------------------------|---|
| Payer Name and Address             | Center for Sustainable Energy<br>3980 Sherman St., Suite 170<br>San Diego, CA 92110 |
| Beneficiary Name                   | Payee name  |
| Beneficiary Phone Number           | Payee phone number  |
| Beneficiary Bank Name              | Payee's bank name   |
| Beneficiary Bank Address           | Bank address  |
| Bank ACH Routing Number            | Bank routing number   |
| Beneficiary Account Number         | Bank account number   |
| Type of Account (Checking/Savings) | Checking or savings   |
| Beneficiary Signature              |   |



## X. Participant Code of Conduct



### Solar on Multifamily Affordable Housing Program



## CODE OF CONDUCT

FOR ALL PROGRAM PARTICIPANTS

## The SOMAH program is committed to the safe and ethical expansion of solar access to communities living in affordable housing.

As a historic energy equity investment centering economic and environmental justice communities, our community of practice must take a comprehensive view of safety, including both the physical and emotional safety of all program participants. The SOMAH Program Administrator (SOMAH PA) strives to be actively anti-racist, anti-sexist and genuine allies of all movements working toward human rights and environmental justice in keeping with the intent behind SOMAH's creation. To provide an emotionally safe environment for all program participants, we must center justice, equity, inclusion and diversity throughout the program and at every step of the project life cycle.

All program participants, including:

- **contractors and subcontractors,**
- **property owners/host customers,**
- **job trainees,**
- **job training organizations,**
- **Advisory Council and Job Training Organization Task Force members, and**
- **all others involved in SOMAH's implementation**

are required to comply with all relevant laws, regulations and program requirements and uphold the highest standards of integrity, honesty and respect in the conduct of program-related activities. These standards of conduct are conditions for participation in the SOMAH program, and breaches of this code are grounds for disciplinary action as provided by SOMAH Handbook Section 4.9, PA Recourse for Program Requirement Non-compliance.

## We put safety first.

- **Everyone has the right to a safe workplace, as provided by the Occupational Safety and Health Act of 1970.** The safety of the public and all SOMAH program participants is our highest priority, and SOMAH aims to support the installation of at least 300 MW of solar energy on multifamily affordable housing through 2030 with zero incidents of workplace or related injuries.

- **Occupational safety:** Working safely and in compliance with all relevant state and federal safety rules, laws, standards and procedures, including rules and regulations of the federal Occupational Safety and Health Administration (OSHA) and California



Division of Occupational Safety and Health (Cal/OSHA), is a condition of SOMAH program participation.

- All participants are empowered and expected to stop work if they observe work being performed in an unsafe manner. Participants are encouraged to report unsafe job sites and/or behavior to the SOMAH PA and to [OSHA](#) and [Cal/OSHA](#).
- Contractors, subcontractors, and all applicable program participants must maintain compliant Injury and Illness Prevention Programs (IIPP) and Codes of Safety Practices; maintain all required insurance; post required safety information in workplaces and at job sites; ensure all relevant staff are sufficiently trained to perform work safely and handle incidents; and report unsafe conditions and incidents, where required.
- Contractors and their subcontractors must identify workforce exposure to safety hazards via risk assessments and job safety analysis. Hazards must be eliminated or controlled through proper design, engineering, procedural controls, and ongoing safety training. Where hazards cannot be adequately controlled by these means, the workforce must be provided with appropriate, well-maintained personal protective equipment (PPE).

- **Vehicle safety.** SOMAH participants must ensure that all vehicles used and transportation activities undertaken for SOMAH projects and administration are compliant with applicable Department of Transportation (DOT) and Department of Motor Vehicles regulations and codes. When operating a vehicle, drivers must carry a valid driver's license, comply with the state vehicle code and operate their vehicles safely at all times, including minimizing all distractions while driving, such as avoiding the use of a cell phone, not texting or emailing, and obeying all posted road regulations.
- **Industrial hygiene.** In all applicable instances, occupational hygiene and medical surveillance methods must be implemented by SOMAH participants to identify, eliminate and/or control workforce exposure to chemical, biological and physical agents and to provide ongoing monitoring and surveillance of affected personnel. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, the health of the workforce must be protected by appropriate PPE and programs.
- **COVID-19 safety.** SOMAH maintains a [COVID-19 response page](#), including the status of any related program accommodations, to provide guidance, resources, best practices and requirements for preventing the spread of COVID-19 infection in the solar construction industry. All participants are responsible for understanding and complying with all federal, state and local laws, regulations and best practices to mitigate the spread of COVID-19.
- **Emergency preparedness.** SOMAH participants must identify potential emergency situations and events associated with the work or location of the work to be carried out for SOMAH projects and administration, and minimize potential impacts by implementing the following emergency plans and response procedures, where applicable: response equipment and PPE, emergency response reporting, workforce/public notification and evacuation procedures, emergency response training and drills, appropriate fire/emergency detection and suppression equipment, adequate exit or escape paths and recovery plans.
- **Fitness for duty.** Participants must have a process in place for determining if members of their workforce are safely and efficiently able to perform the essential physical, psychological, and cognitive requirements of their job, with or without accommodation, without risk to self, others or the environment; and for ensuring that they are not impaired by drugs, alcohol, disabling medical conditions or fatigue. The use, possession, purchase, sale, or the offer to sell, transfer, provide or share illegal drugs, or recreational and medical marijuana, during the execution of work for or on behalf of SOMAH, is prohibited, as is being in possession of, or under the influence of, medication prescribed for someone other than the prescribed patient. Similarly, work



for or on behalf of SOMAH must never be performed while under the influence of alcohol.

- **Violence-free workplace.** Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the work site. It ranges from threats and verbal abuse to physical assaults and even homicide. SOMAH has a zero-tolerance policy for workplace violence, covering all participants (as defined on page 2), and encourages employers to provide training and resources for situational awareness, conflict de-escalation and mediation, and handling and reporting incidences of workplace violence, including bystander intervention.
- **Weapons.** A weapon is a firearm, ammunition, explosive or any other device or object that could be construed as a weapon. Weapons do not include tools that are used for legitimate business purposes, or personal defense products that are otherwise legal and permitted. Participants are prohibited from carrying, using, and storing weapons on SOMAH job sites or at SOMAH events.

## We maintain fair employment & labor protections.

- **We uphold federal law.** The United States Equal Employment Opportunity Commission (EEOC) enforces federal laws prohibiting employment discrimination, harassment, and retaliation. These laws protect you against discrimination when it involves:
  - Unfair treatment because of your race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, or genetic information.
  - Harassment by managers, co-workers, or others in your workplace, because of your race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information.
  - Denial of a reasonable workplace accommodation that you need because of your religious beliefs or disability.
  - Retaliation because you complained about job discrimination or assisted with a job discrimination investigation or lawsuit.

Learn more about federal laws that protect employees on the [EEOC website](#).

- **We uphold state and local laws.** California state and local laws may be broader than federal law and prohibit additional forms of employment discrimination, harassment, and retaliation. The California Department of Fair Employment and Housing (DFEH) is

responsible for enforcing state laws that make it illegal to discriminate against a job applicant or employee because of a protected characteristic.

- California law protects individuals from illegal discrimination by employers based on the following: race (including traits historically associated with race, such as hair texture and protective hairstyles), color, ancestry, national origin, religion, creed, age (40 and older), mental or physical disability (actual or perceived), medical condition (including cancer or cancer-related conditions or genetic characteristics), sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity (including transgender status, gender expression, gender transitioning, or perceived gender transitioning), marital or civil partnership/union status, military or veteran status.
- As required by the State of California, all employers are required to regularly train staff in anti-harassment practices.
- Learn more about California state laws that protect employees on the [DFEH website](#).
- **We prohibit child labor.** The employment of individuals under the legal minimum working age is prohibited. Except in limited circumstances defined in law and summarized in the [Child Labor Law Booklet](#), all minors under 18 years of age employed in the state of California must have a permit to work.
- **We prohibit forced labor.** The use of forced or involuntary labor whether bonded, imprisoned, or indentured, including debt servitude is prohibited.
- **We implement fair and lawful working hours.** Participants must comply with all work hour laws and regulations.
- **We value fair wages, insurance and benefits.** Participants must comply with all applicable wage, insurance, and benefit laws and regulations. SOMAH job trainees must receive wages at or above [the wage floor established by the program](#).
- **We value freedom of association.** Participants must comply with all applicable laws relating to employees' rights to engage in concerted activity or collective bargaining.
- **We expect a harassment-free and discrimination-free workplace.** Harassment and discrimination, whether overt or subtle, is forbidden by the SOMAH program including racism, sexism and discrimination against any characteristic protected by state and



federal labor laws. Harassment and discrimination will not be tolerated and may be grounds for immediate program removal.

- **We expect whistleblower protections and non-retaliation.** Retaliation in any form against a person for reporting compliance or ethical issues or for any other reason is prohibited.

## We maintain ethical business & communication practices.

- **Level playing field.** The overall success of the SOMAH program is predicated, in part, on the maintenance of a fair, open and transparent solar project development market. To protect the solar project development market, the SOMAH PA is committed to ensuring all program participants, including project developers, have equal access to all relevant program and project information, and no program participant or project developer receives any special advantage, recommendation or information to which the public does not also have access. No participant should provide or receive an unfair advantage or financial benefit in accessing program incentives or other resources. Perceived conflicts of interest must be reported to the SOMAH PA.
- **Program communications.** All official program communications are handled by the SOMAH PA. No SOMAH participant or entity will represent themselves to the media as speaking on behalf of the SOMAH PA unless expressly authorized to do so by the SOMAH PA. Any media inquiries may be referred to [media@calsomah.org](mailto:media@calsomah.org).
- **Brand guidelines.** The SOMAH PA has provided and maintains [brand guidelines](#) that clearly define the words and images we use to communicate about SOMAH. With many partners collaborating on communicating SOMAH's benefits, it's important that we align on our messaging and are united in how we present the program.
- **Use of SOMAH's graphic marks.** When co-branding with SOMAH, eligible contractors are required to use SOMAH's Eligible Contractor graphic mark rather than the program's general logo. Eligible Job Training Organizations must similarly use the SOMAH Eligible Job Training Organization graphic mark rather than the program's general logo.
- **Consumer protection.** In providing historic resources for expanding solar access to eligible multifamily affordable housing, the SOMAH program takes a zero-tolerance approach for providing false or misleading representations about SOMAH and solar



energy, particularly as it relates to the financial value proposition, which is an important consumer protection issue in California’s solar industry. Solar providers must comply with all applicable laws and regulations, including requirements around California Public Utilities Commission’s (CPUC) [Solar Consumer Protection Guide](#). The CPUC recommends that solar providers present this guide during their first contact with potential customers. While the focus of this resource is single-family homeowners considering a solar energy system for their home, much of its content is also relevant for potential multifamily affordable housing property owners, and we encourage all SOMAH participants to review the guide carefully to ensure accurate communication about solar energy and its benefits.



## We are committed to environmental stewardship.

- **Comply with all relevant environmental regulations.** Environmental justice is at the heart of what we do. All SOMAH participants must comply with all applicable environmental laws and regulations and conduct their operations in a way that protects the environment.
- **Let’s work together to “leave no trace”** (except beautiful solar modules, hardware, and on-bill credits). Contractors should ensure their job site is neat and clear of debris on an ongoing basis during construction and take a reduce-reuse-recycle approach to materials where applicable. While solar energy systems may operate safely and effectively for decades, we encourage participants to consider the full project lifecycle of their operations, consider ways to improve supply chain sustainability, and think ahead about module and hardware disposal and recycling.

## We encourage ethical procurement & supply chain diversity.

- **Responsible procurement.** SOMAH encourages all participants to take reasonable steps to procure products and services from ethical sources and to ensure that sub-suppliers are aware of and comply with the principles of conduct in this Code.
- **Encouragement of work with diverse business enterprise-certified entities.** SOMAH is committed to maximizing program benefits in economic and environmental justice communities and encourages the participation of diverse business enterprises, including minority-owned, women-owned, LGBT-owned, and service-disabled veteran-owned businesses, as well as small businesses in general. All participants are encouraged to engage with and support the success of diverse business enterprises, through partnerships, subcontracting, mentorship, training, technical assistance and sharing of expertise, systems and tools, among other supplier development activities.





## Our door is open.

The SOMAH PA is committed to ensuring all program participants have means for bringing questions, comments, complaints, and perceived breaches of this Code of Conduct to the SOMAH PA. The SOMAH PA is committed to addressing inquiries fairly and in a timely manner.

Here's how you can reach us for any concerns or comments about the program or program participants:

- [Contact form via CalSOMAH.org](#)
- General SOMAH email: [Contact@CalSOMAH.org](mailto:Contact@CalSOMAH.org)
- SOMAH Hotline: 858-244-1177, ext. 5
- Other inboxes for specific program areas:
  - Workforce development, job training, and Job Training Organization Task Force: [Workforce@CalSOMAH.org](mailto:Workforce@CalSOMAH.org)
  - Tenant education: [Tenants@CalSOMAH.org](mailto:Tenants@CalSOMAH.org)
  - Technical assistance: [TA@CalSOMAH.org](mailto:TA@CalSOMAH.org)
  - Advisory Council: [AdvisoryCouncil@CalSOMAH.org](mailto:AdvisoryCouncil@CalSOMAH.org)
  - Community based organizations: [CBOs@CalSOMAH.org](mailto:CBOs@CalSOMAH.org)

Does your issue go beyond SOMAH program requirements? The SOMAH program does not provide legal advice, but if you believe there has been a violation of your labor/employment rights, we want to make you aware of the following state and federal reporting portals listed under page 11.



## How to report

| Type of complaint  | Level   | Who to contact  |
|--|---------|---|
| Workplace safety and health complaint  | Federal | <a href="#">U.S. Department of Labor Occupational Safety and Health Administration (OSHA)</a>                       |
| Workplace safety and health complaint  | State   | <a href="#">California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA)</a> |
| Retaliation complaints based on OSHA claims                                      | Federal | <a href="#">U.S. Department of Labor Occupational Safety and Health Administration (OSHA)</a>                       |
| Retaliation complaints based on Cal/OSHA claims                                  | State   | <a href="#">California Department of Industrial Relations (DIR)</a>   |
| Employment discrimination  | Federal | <a href="#">U.S. Equal Employment Opportunity Commission (EEOC)</a>   |
| Employment discrimination  | State   | <a href="#">California Department of Fair Employment &amp; Housing (DFEH)</a>                                       |
| Complaint against a utility provider or against the SOMAH Program Administrator* | State   | <a href="#">California Public Utilities Commission, Consumer Affairs Branch</a>                                     |

\*Complaints about the SOMAH program or program participants should be directed to the SOMAH PA via the SOMAH channels listed above. Complaints specifically against the SOMAH PA that cannot be resolved by the SOMAH PA and the complainant should be directed to the CPUC Consumer Affairs Branch.

## Disclaimer

Participants must comply with federal, state, and local laws and regulations. This Code of Conduct is not intended to and does not supersede federal, state, or local laws or regulations. Where this document is in conflict with any program requirements for the SOMAH program, the SOMAH program Handbook, in its implementation of Decision D.17-12-022 and Assembly Bill (AB) 693 (Eggman, Chapter 582, 2015) will supersede.