



Solar on Multifamily Affordable Housing

PROGRAM HANDBOOK Third Edition



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<u>om</u>

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# 1. Introduction: The Solar on Multifamily Affordable Housing Program (SOMAH)

The Solar on Multifamily Affordable Solar Housing (SOMAH) program marks the largest potential investment of dollars in solar on multifamily affordable housing to date in California. This landmark program – funded at up to \$1 billion dollars 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 nonprofits (the SOMAH Program Administrator, or SOMAH PA), and includes a host of no-cost services to participating property owners, contractors 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.

## 1.1 Program Overview

The Solar on Multifamily Affordable Solar Homes (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).

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 the budget for the program. 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 proposal 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.<sup>1</sup>

**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 nonprofit team and its subcontractors, including the California Housing Partnership Corporation (CHPC), Rising Sun Energy Center and rotating community-based organizations, will be referred to as the SOMAH Program Administrator (SOMAH PA), and will administer the program in all IOU territories. The SOMAH PA will function as a single entity, and offer a set of comprehensive, no-cost services to program participants including affordable housing owners/operators, contractors, tenants and job training participants, among others.

**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 tenant economic benefits and be primarily constructed for the benefit of tenants. The program includes specific eligibility for projects sited in disadvantaged communities, as identified by CalEPA and the CalEnviroScreen.<sup>2</sup> There are also program requirements around energy efficiency and workforce development, including job training and local hiring. A third-party, Commission-directed program evaluation is planned in the year 2020 to assess program progress and impact.

#### 1.1.1 SOMAH Program Budget

Pursuant to AB 693 and SB 92, Decision 17-12-022 establishes an up to \$100 million per year budget for the SOMAH program. SB 92 requires the Commission to annually authorize either \$100 million or 66.67 percent of available funds, whichever is less, from utility greenhouse gas auction revenue, for the SOMAH program.<sup>3</sup> Collections begin with the fiscal year that commenced July 1, 2016, and end with the fiscal year ending June 30, 2020. If the Commission determines that revenues are available after 2020, and that there is adequate interest and participation in the program, then the Commission can authorize continued annual collection through 2026. The program is authorized to run without additional allocated funds until December 31, 2030.

<sup>&</sup>lt;sup>1</sup> Decision 17-12-022, December 14, 2017, at p.46.

<sup>&</sup>lt;sup>2</sup> For the SOMAH program, disadvantaged communities are defined as the 25 percent most disadvantaged census tracts on the CalEnviroScreen 3.0, and 22 census tracts that have the 5 percent highest pollution score but not socioeconomic data. A map of disadvantaged communities is located here:

<u>oehha.maps.arcgis.com/apps/View/index.html?appid=c3e4e4e1d115468390cf61d9db83efc4</u> and the CalSOMAH.org website will contain additional information on eligible census tracts.

<sup>&</sup>lt;sup>3</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.

The incentive amounts are specifically capped by each 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 may 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 percent of the program budget each year, as shown in Table 2.

Table 1: SOMAH Program Budget by IOU<sup>4</sup>

IOU	% of Total Proceeds (illustrative)	Share of \$100M/annual (illustrative)
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
Total	100%	\$ 100,000,000

<sup>&</sup>lt;sup>4</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 <u>californiadgstats.ca.gov</u> and <u>CalSOMAH.org</u>.

Table 2: SOMAH Allocation by Budget Category

SOMAH Budget Category	SOMAH Budget Allocation
Incentives	At least 90%
Administration, Marketing, Evaluation	No more than 10%
Total	100%

It is important to note that available funding for the SOMAH program is dependent upon greenhouse gas (GHG) auction revenues, and there is no guarantee of funding in future program years beyond what has been collected. The SOMAH program will begin accepting reservations on the date the program is launched. Submitted projects will receive an active reservation on a first-come, first-served basis if funding is available. If no funding is available, a waitlist will be created and projects will be added to it until more funding is available. Projects will be moved off the waitlist in the order they are received.

The SOMAH PA will publish and update the incentive budget for each IOU to the California Distributed Generation Statistics (CalDGStats) website (californiadgstats.ca.gov) based on each quarter's GHG auction revenues, as soon as the Commission authorizes ERRA/ECAC funds to be released for this program. The budget information will include all program dollars collected to date, by fiscal quarter, 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 4.9, Waitlist Process. Reservations must meet the milestone requirements in order to maintain the reservation, as detailed in Section 4, Application Forms and Documentation for SOMAH Projects. The CalDGStats website will be updated weekly with information related to incentives reserved and remaining in each IOU territory.

At the program onset, there will be no limits on the number of applications any one entity (including property owner/operators, contractors, developers, etc.) may submit. At the program evaluation in 2020, this process will be assessed and may be modified to place capacity limits on the number of applications any one entity can hold at once, if deemed necessary for efficient program functioning and attainment of broad public policy objectives, such as the geographic distribution of project sites throughout the state. Any decision around capacity limits, such as instating a lottery, quota, or other similar system, will be made in tandem with the Commission, the SOMAH PA and stakeholders, and reflected in a Handbook modification. In the event such a lottery or quota system is enacted, any unreserved projects potentially on waitlists at that time may be required to reapply under the new system.

#### 1.1.2 Megawatt (MW) Targets

The statutorily-determined MW 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 planned for 2020 is the first scheduled point at which the incentive structure will be assessed by the Commission and may be modified.

#### 1.1.3 Incentive Structure

SOMAH provides fixed, up front, 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. 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 Credits (LIHTC).

At least 51 percent 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 incentive levels will be reduced annually (starting 12 months after the program launch date) by either five percent or based on the National Renewable Energy Lab's cost analysis<sup>5</sup> (whichever is less). Incentive levels may be re-assessed by the Commission at the program evaluation in 2020 and may be modified at that time. Table 3 below details the current SOMAH incentive levels.

Table 3: SOMAH EPBB Incentive Rate by Tax Credit Funding and Tenant/Common Area Allocation

TAX CR	REDITS	\$ per AC W	att Incentive
ITC	LIHTC	Tenant	Common
No	No	\$3.20	\$1.10
Yes	No	\$2.25	\$0.80
No	Yes	\$2.25	\$0.80
Yes	Yes	\$1.60	\$0.60

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 non-tax-credit-based incentives the project receives. The SOMAH Program

<sup>&</sup>lt;sup>5</sup>See, most recently, Tracking the Sun 10, issued September 2017 https://emp.lbl.gov/publications/tracking-sun-10-installed-price/.

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.

#### 1.1.4 Application Process

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.

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 Handbook

This SOMAH Program Handbook describes the detailed requirements for receiving funding for the installation of solar energy system projects under this program. It includes comprehensive information about the SOMAH program, including program budget, eligibility requirements, application and incentive reservation processes, workforce development initiatives and job training requirements, system components, warranties, performance guarantees and incentive structure, and payment processes. The SOMAH Program Handbook also includes information regarding the services and resources the SOMAH PA offers to program participants. The Handbook Appendices include acronym and term definitions, as well as sample copies of all required documentation.

Complete SOMAH program information may also be accessed on the website: <a href="CalSOMAH.org">CalSOMAH.org</a>.

## 1.3 Services Provided by SOMAH Program Administrator

The SOMAH Program Administrator (PA) provides a comprehensive suite of no-cost services 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 focused on solar

PV, energy efficiency and coordination with other energy-related programs. The SOMAH PA can assist the property owner/operator in understanding project bids and financing options; conduct 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.

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

These PA services are 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 4.1, 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 4.1.1, Submit Upfront 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 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 related to energy efficiency, general project management and construction support, and project financing, as detailed below. Standard Technical Assistance may be requested via email to the SOMAH PA at <a href="mailto:ta@calsomah.org">ta@calsomah.org</a>, or at <a href="mailto:calsomah.org">Calsomah.org</a>, or at <a href="mailto:calsomah.org">calsomah.org</a>, or at <a href="mailto:calsomah.org">calsomah.org</a>, or at <a href="mailto:calsomah.org">calsomah.org</a>, and project financing, as detailed below. Standard Technical Assistance may be requested via email to the SOMAH PA at <a href="mailto:talgomah.org">talgomah.org</a>, or at <a href="mailto:calsomah.org">calsomah.org</a>, or at <a href="mailto:calsomah.o

- Examples of Energy Efficiency and Clean Energy Technical Assistance
  - Identify energy efficiency opportunities and review program compliance requirements (See Section 2.55, 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 Post-Application 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 post-solar utility bill 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 to IOU)
- □ Provide general project management and construction support (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 to see if there is any coordination support that can be provided)
- Provide guidance on setting up a Performance Monitoring and Reporting Service (PMRS), as described in Section 5, Equipment Certification and Design Factor Calculations

#### 1.3.1.3 Financing Technical Assistance Services

The SOMAH program's Financial Technical Assistance offering is available to applicants in both Track A and B, and includes financing technical support to help participating owners understand the financing options to pay for PV system costs not covered by the program incentive and costs of other energy improvements. The SOMAH PA can answer key questions to help property owners/operators evaluate different financing models being considered, as well as provide information about additional available incentive programs. The SOMAH PA can 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. Financial Technical Assistance may be requested via email to the SOMAH PA at <a href="mailto:ta@calsomah.org">ta@calsomah.org</a>, or at <a href="mailto:calSOMAH.org">CalSOMAH.org</a> at any point after the Reservation Request Package has been submitted (see Section 4.1.2., Submit Reservation Request Package).

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 troubleshooting matters related to the project capital stack and housing finance program regulations and policies.

#### 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 2.6, Energy Savings Assistance (ESA) Program Requirement). 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 will be maintained on <u>CalSOMAH.org.</u>

#### 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 2.8.7, SOMAH Job Training Portal) and supporting participants in using 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 and making the Job Training Organization Directory publicly available
- Providing opportunities for further training for Job Training Participants. 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 provide maximum 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 <a href="CalSOMAH.org">CalSOMAH.org</a>. 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" for tenant questions related to solar, energy efficiency services, VNEM credits, job training and general information. The SOMAH PA may connect residents with IOU staff and resources to facilitate 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 2.7, Tenant Education Requirements). Guidance on tenant outreach for this purpose is available at CalSOMAH.org.

#### 1.3.4.1 Tenant complaints

Tenants residing in properties participating in the SOMAH program may report a complaint or issue to the PA via the above-referenced tenant phone hotline or the tenant section of <a href="CalSOMAH.org">CalSOMAH.org</a>. The PA will review each complaint submitted by tenants and respond in writing to the tenant within 30 days.

## 2. Program Eligibility Criteria and Requirements

The SOMAH program offers monetary incentives for the installation of eligible photovoltaic (PV) systems. To qualify for incentives, all SOMAH program eligibility criteria must be satisfied. The effective dates for the SOMAH program, as covered in this Handbook, start from the CPUC approved Program Launch date (expected Q4 2018) through December 31, 2030, unless modified. The Commission, or Legislature, may make program modifications or changes throughout the program life. Any substantive changes will be made through a Handbook revision process.

## 2.1 SOMAH 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 2.10, Multiple Bid Requirements).

#### 2.1.2 Host Customer

The Host Customer must be the owner of, or persons/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 shall always be party to the SOMAH Contract (the SOMAH Contract is a fully executed Reservation Request Form, submitted during the Reservation Request process).

#### 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 license for photovoltaic (PV) systems. 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.

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 <a href="CalSOMAH.org">CalSOMAH.org</a>. Contractors must also maintain good standing in the program in order to continue participation (as further described in Section 4.7, Infractions, Failures and Program Removal, and Section 4.8, Dispute Resolution).

#### 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 can be paid incentives or whether the project is ineligible to be paid incentives. 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.

## 2.2 General SOMAH Eligibility Guidelines

#### 2.2.1 Eligible Multifamily Low-income Housing Properties

The following are generally used to determine SOMAH program eligibility:

- 1. Must be residential, multifamily low-income housing properties of at least 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>6</sup> or financial assistance by one or more of the following:
    - □ Low-income housing tax credits
    - ☐ Tax-exempt mortgage revenue bonds
    - General obligation bonds
    - □ 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 10 years remaining on the term of the property's affordability restrictions at the time of Reservation Request Package submittal. Properties with less than 10 years remaining that are willing to extend affordability requirements for a total of 10 years may access SOMAH Upfront Technical Assistance. Proof of completed extension of affordability

<sup>&</sup>lt;sup>6</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). The PA will maintain a list of any federal programs that conflict with SOMAH eligibility on the CalSOMAH.org website.

restrictions from a state or local agency must be provided with the Reservation Request Package.

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

- Eighty percent of property residents must have incomes at or below 60 percent of the Area Median Income (AMI) as determined by the Department of Housing and Community Development (HCD)7 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. It also includes the 22 census tracts that are in the highest five percent 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 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 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:

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

<sup>&</sup>lt;sup>8</sup> The current version of the CalEnviroScreen is version 3.0. If CalEPA updates their definition or the CalEnviroScreen version, a Handbook update will commence to clarify qualification. The map of these census tracts can be found here

http://oehha.maps.arcgis.com/apps/View/index.html?appid=c3e4e4e1d115468390cf61d9db83efc4 and the CalSOMAH.org website will contain additional information on eligible census tracts.

- 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.

## 2.3 PV System Equipment Eligibility 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 eligibility requirements for generation system equipment are described in this section.

#### 2.3.1 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 as described in Section 5.1, Equipment Certifications.

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, 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.

## 2.4 System Sizing Requirements

#### 2.4.1 System Sizing Overview

The SOMAH program's system sizing guidelines are designed to ensure right-sized PV systems are incentivized, and take into account 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 SOMAH projects 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:

System Size Rating (kilowatts) = Quantity of Photovoltaic Modules x CEC Rating of Photovoltaic Modules x CEC Inverter Efficiency Rating/ (1000 watts/1 kilowatt)

#### 2.4.2 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 percent 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 sum of the previous 12-month energy usage(s) for all eligible meters.

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>

#### 2.4.3 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

<sup>&</sup>lt;sup>9</sup> CEC-AC is a standard for a rating a system's power that is based upon 1,000 watt/m2 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>&</sup>lt;sup>10</sup> The design factor is a ratio comparing a proposed system's expected generation output with that of a baseline system.

<sup>&</sup>lt;sup>11</sup> The SOMAH PA is working with the IOUs to determine how to obtain this information. In the event it is not available for participants, the SOMAH PA will offer an alternative.

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 remises, 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.

#### 2.4.4 Solar Sizing Tool

All projects are required to submit a Solar Sizing Tool (SST), which can be referenced at <u>CalSOMAH.org</u>. 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 2.5, Energy Efficiency Requirements, then the maximum PV size will be based on historic electricity consumption alone.

## 2.5 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. 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 2.4.4., Solar Sizing Tool and Section 4.1.3, Submit Energy Efficiency Compliance Milestone Package). 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 <a href="CalSOMAH.org">CalSOMAH.org</a>. Energy audit providers interested in being included on this list should contact the SOMAH PA. Whole building energy audits completed within three 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 Energy Audit template, which can be referenced at <a href="CalSOMAH.org">CalSOMAH.org</a>. 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 report template.

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 provisionary 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 4.7 Infractions, Failures and Program Removal.

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 three years from the initial SOMAH application submittal date. A list of all currently approved programs will be maintained on 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 three 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.

## 2.6 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

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

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

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.

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 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 2.7, Tenant Education Requirements.

## 2.7 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 rates (if relevant), bill interpretation, solar training opportunities, and resources for additional support and information. 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. The SOMAH PA is available for support for any additional translations needed. 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 30 days or fewer prior to the start of construction. Host Customers must complete an Affidavit found in Appendix E, Affidavit Ensuring Tenant Education, to verify that tenant education occurred.

## 2.8 Job Training Requirements

To be eligible for a SOMAH incentive, every Project must meet all the SOMAH job training requirements described in this section. No exception to the job training requirement will be offered in the SOMAH program. See Section 2.8.5, No Exceptions to Job Training Requirement for more information.

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 4).

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

Table 4: Job Trainee Requirements Based on System Size

System Size (CEC)	Required Number of Job Trainees
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

#### 2.8.1 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-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 Specialists Job Tasks 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

#### 2.8.2 Eligible Job Trainee

An eligible (qualified) job trainee is an individual who has completed the Job Trainee Intake Form (Appendix I, SOMAH 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 within 12 months
  of the start date of the SOMAH installation project; or
- A tenant whose primary residence is the SOMAH property

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

#### 2.8.3 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.

#### 2.8.4 Contractor Job Training Responsibility

As part of the job training requirement, Solar 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 2.8, Job Training Requirements
- The Contractor is required to enter and manage each SOMAH job training opportunity in the online SOMAH Job Training Portal, beginning recruitment at least 30 days before installation begins. See Section 2.8.4, Contractor Job Training Responsibility.
- The Contractor must pay job trainee(s) for time spent on each SOMAH installation, at a rate consistent with the 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.

<sup>&</sup>lt;sup>14</sup> Complete information on the SOMAH wage floor and a table of wages by CA city is available for reference on <u>CalSOMAH.org</u>.

- The Contractor must ensure that all trainees have completed the required Job Trainee Intake Form prior to submitting the Job Training Affidavit. See Appendix I, SOMAH Job Trainee Intake Form and Appendix K, 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 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 K, Job Training Affidavit.

#### 2.8.5 No Exceptions to Job Training Requirement

No exceptions to the job training requirement will be offered in the SOMAH program. To assist with trainee recruitment, the SOMAH PA will make the following tools available to all contractors:

- Job board
- Resume bank
- Job training organization directory

These tools will all be housed in the SOMAH Job Training Portal to which all Contractors will have access. The SOMAH PA will ensure that these tools and resources are regularly updated and well populated.

#### 2.8.6 Local and Targeted Hiring

One of the goals of the SOMAH program is to stimulate local economic and workforce development, ensuring that community benefits are delivered to traditionally underserved communities. The SOMAH program's local and targeted hiring guidelines are designed to ensure that jobs are directed to residents who need them most. While local and targeted hiring are not required by the SOMAH program at this point, they are strongly encouraged. The SOMAH PA team will ensure that there are tools and resources available to contractors to facilitate adoption of local and targeted hiring, including an accessible network of job training organizations offering qualified candidates for first-source hiring via the job training organization directory, location-based search tools in the resume bank, and other resources.

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 3.0), 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 2.10.1, 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.

#### 2.8.7 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

#### 2.8.8 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 30 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 K, 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.

#### 2.8.9 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 I, SOMAH Job Trainee Intake Form). 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.

#### 2.8.10 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 (defined in Section 2.8.3, 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.

#### 2.8.11 Job Training Data Collection for Contractors

Contractors are required to completely fill out and submit the Job Training Affidavit (Appendix K, 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.

Contractors are required to ensure that all trainees have submitted the Job Trainee Intake Form (Appendix I, SOMAH Job Trainee Intake Form). Trainees registered on the SOMAH Job Training Portal will be automatically prompted to submit the Job Trainee Intake Form. If the trainee is not registered on the Job Training Portal, the PA will send the Job Trainee Intake Form directly to the trainee via email.

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 at 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 J, Contractor Job Trainee Performance Survey). Repeated failure to respond to surveys may result in an infraction, as further detailed in Section 4.7, Infractions, Failures and Program Removal.

#### 2.8.12 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 (See Appendix I, SOMAH Job Trainee Intake Form) 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 optional demographic information. 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 or via email sent directly to the trainee by the SOMAH PA. The Contractor is responsible for ensuring that all job trainees have completed the form.

#### 2.8.13 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.

#### 2.8.14 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)

## 2.9 Tenant Benefits Affidavit Requirement

In order to protect tenants from bearing any additional costs through increased rents, adjustments to utility allowances<sup>15</sup>, or other mechanisms, the Host Customer must demonstrate that the portion of the

<sup>&</sup>lt;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 allow tenants to retain

solar energy system allocated to offsetting tenant load through VNEM will result in the tenants receiving 100 percent of the economic benefits of the allocated generation on a monthly basis for the life of the system or 20 years, whichever is less. To demonstrate that this requirement has been met, the Host Customer must sign the Tenant Benefits Affidavit (Appendix E) in addition to a 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 Benefits Affidavit, SOMAH participants will be required to exclude solar credits from utility allowance calculations. <sup>16</sup>

SOMAH VNEM solar credits are financial credits similar to California Climate Credits and delivered through tenant utility bills for efficiency and convenience. The SOMAH PA will report on tenant economic benefits based on data made available by the utilities.

### 2.10 Multiple Bid Requirements

The SOMAH program must ensure high-quality and high-performing solar electric 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 multiple project bids. 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.

#### 2.10.1 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 which bid and contractor to move forward with for their project.

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). The SOMAH PA is currently in discussions with the Federal Department of Housing and Urban Development [HUD] about the potential to enable federally financed or subsidized properties and residents to participate in the SOMAH program, but does not have the authority to change HUD's policies.

<sup>&</sup>lt;sup>16</sup> Participation in SOMAH does not lock rents or utility allowances in place for the lifetime of the SOMAH system. Rather, the Tenant Benefits 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.

The SOMAH PA will develop a standardized bidding template and an online bidding portal 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.

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.

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.

## 2.11 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 manufacturer performance warranty to protect against degradation of electrical generation output of more than 15 percent 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 percent 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 fifteen percent 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.

Host Customer and System Owners will need to acknowledge on the Incentive Claim Form 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.

## 2.12 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.

In rare occasions, there may be extenuating circumstances that warrant equipment relocation. Allowance of the relocation without a clawback (return) of the SOMAH incentive is up to the sole discretion of the SOMAH PA. 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 4.6, Onsite Field Inspections for more information. Failure to re-install the voluntarily removed solar energy system within six months will result in the clawback (return) of the incentive payment.

If the system is not reinstalled within six months, the incentive payment must be returned using the following schedule. The SOMAH PA retains the ability to recoup the full incentive if they are not previously informed of a voluntary system removal.

Table 5: Prorated Incentive Clawback Schedule

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

## 2.12.1 Operations and 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 percent 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 percent of the expected annual production after a 0.5 percent 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) 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 F) 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 Percent Tenant 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.

# 2.13 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 and must ensure that 15-minute interval production data is provided to the SOMAH PA upon request. 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.

# 2.14 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.

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. Upon request and when necessary, the SOMAH PA may assist with this coordination through its Technical Assistance services.

### 2.15 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 a system inspection visit for every Project during the Inspection 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 4.6, 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 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 2.5, Energy Efficiency Requirements.

## 2.16 SOMAH Measurement and Evaluation Requirements

The CPUC requires an independent evaluation of the SOMAH program every three years in order to determine the overall effectiveness and efficiency of the SOMAH PA and SOMAH program.<sup>17</sup> To facilitate the evaluation and provide overall program transparency, the SOMAH program includes robust collection of data. The first planned program evaluation is expected to commence 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.

### 2.17 SOMAH Program Database Requirements

The SOMAH program has an online application tool and application processing database, PowerClerk, which is accessible via the <u>SOMAH website</u>. 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) 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 be also be available through 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.

## 2.18 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

<sup>&</sup>lt;sup>17</sup> D.17-12-022, pg. 56-58.

additional requirements and terms are discussed more fully in Appendix B, Additional Requirements and Terms.

## 3. SOMAH Incentive Structure

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.

In order to ensure that tenants gain the full benefits for energy generated by the load allocated for their use, SOMAH incentives may cover the full cost of tenant load; however, the total incentive payment 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 who have received a MASH incentive will not be eligible to receive a SOMAH incentive. Projects who 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 incentives from other eligible 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 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 percent if the project receives either the ITC or the LIHTC and is reduced by 50 percent if the project receives both benefits. The initial SOMAH incentive structure is reflected in Table 6.

Table 6: 2018 SOMAH Incentive Structure (Effective from program launch through first program year Program Launch date, expected Q4 2018, same date in Q4 )<sup>19</sup>

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

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

TAX CR	EDITS	\$ 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 publicized on the <u>CaDGStats website</u> and the <u>SOMAH website</u>. Projects will receive the incentive level

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

available at the time a Reservation Request is confirmed (not at the time a Reservation Request is submitted). 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.

### 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:

## EPBB Incentive Payment = Reserved Incentive Rate x System Rating<sup>22</sup> x Design Factor

Details on calculating the Design Factor are found in Section 5.2, Design Factor Calculation: Expected Performance Based Buydown (EPBB) Incentive.

#### 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:

- A. 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
- B. 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).

<sup>&</sup>lt;sup>22</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 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 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, including timely submission of all documents described in the SOMAH Program Handbook, 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. The SOMAH PA reserves the right to modify the incentive amount or cancel the application if:

- The actual installation of the solar energy system differs from the proposed installation;
- The solar energy system fails 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.

#### **3.2.1 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 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.

#### 3.2.2 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 3.2.1, Total Eligible Project Costs, for a description of eligible project costs.
- For Solar Power Purchase Agreements, 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.

### 3.3 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. 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.

### 3.4 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

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. Reservations are made on a first-come, first-served basis, and last for the duration of the applicable reservation period. 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.

There are two tracks to apply for a SOMAH incentive: Track A and Track B. Both tracks provide fixed, up front, 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.
- 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.

<sup>&</sup>lt;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 move to the Track B timeline.

- 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 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 ≥ 10 kW)
- **Step 3:** Complete and submit the **Energy Efficiency Compliance Milestone**
- 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 ≥ 10 kW)
- Step 2: Complete and submit the Energy Efficiency Compliance Milestone
- 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

#### 4.1.1 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 and incentive funds will be earmarked for a period of three months. If a Reservation Request Package has not been submitted within the three-month period, the funds will be released. See Section 2.2, General

SOMAH 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

## **4.1.2** Submit Reservation Request Package and Application Deposit (Application Deposit is applicable to systems ≥ 10 kW)

Applicants must submit the Reservation Request Package and the Application Deposit (detailed in Section 4.2.2.5, Application Deposit) to either hold the reserved 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.
- 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 Percent Economic Tenant Benefit<sup>26</sup>
- Multiple Bids<sup>27</sup> or Multiple Bid Waiver

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

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

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

<sup>&</sup>lt;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.

- VNEM Load Allocation Form
- Letter of Authorization to Receive Customer Information or Act on a Customer's Behalf (Track B)
- Application Deposit (see Section 4.2.2.5, 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.

#### 4.1.3 Submit Energy Efficiency Compliance Milestone Package

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 three years (Pathway 1), or proof of enrollment in a
  utility, regional energy network (REN), CCA program or federally provided wholebuilding multifamily energy efficiency program (Pathway 2)
- Solar Sizing Tool

Once an Energy Efficiency Compliance Milestone is determined to be complete, the SOMAH PA will send the Energy Efficiency Compliance 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.

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

#### 4.1.4 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:

- Completed Proof of Project Milestone Checklist
- 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)
- Documentation of VNEM Load Allocation (if changed from Reservation Request step)

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.

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

#### 4.1.5 (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
- Tenant Education Affidavit

#### 4.1.6 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 VNEM Load Allocation (if changed from Proof of Project Milestone step)
- 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.

#### 4.1.7 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.

### 4.2 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 <a href="CalSOMAH.org">CalSOMAH.org</a>. 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 7: Required Documentation by Track

Upfront Technical Assistance Request			
Required Documentation	Track A	Track B	Appendix
Upfront Technical Assistance Interest Request	Х		T
Documentation of Multifamily Low-Income Housing Eligibility	Х		N/A
Cover Sheet for Multifamily Low-Income Housing Documentation	Х		Н

Letter of Authorization to Receive Customer Information or Act on a Customer's Behalf	X		N	
Reservation Request Package				
Required Documentation	Track A	Track B	Appendix	
Documentation of Multifamily Low-Income Housing Eligibility		X	N/A	
Cover Sheet for Multifamily Low-Income Housing Documentation		Х	Н	
Letter of Authorization to Receive Customer Information or Act on a Customer's Behalf		X	N	
Completed Reservation Request Form with signatures	X	Х	R	
List of addresses on site for ESA program referral	Х	Х	N/A	
Affidavit Ensuring 100 Percent Tenant Economic Benefit	Х	Х	E	
Application Deposit	Х	Х	N/A	
Multiple Bids (submitted by the Host Customer after the Reservation Request is submitted for review) or Multiple Bid Waiver, if applicable	Х	Х	0	
VNEM Load Allocation Form	Х	Х	U	
Energy Efficiency Compliance Milestone				
Required Documentation	Track A	Track B	Appendix	
Documentation of an onsite walkthrough Energy Efficiency Audit ASHRAE Level 1 or higher (Pathway 1) or proof of enrollment in a utility, REN, CCA or federally provided whole- building multifamily energy efficiency program (Pathway 2)	X	Х	N/A	
Solar Sizing Tool	Х	Х	N/A	

Proof of Project Milestone			
Required Documentation	Track A	Track B	Appendix
Completed Proof of Project Milestone Checklist	Х	Х	Р
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)	Х	X	N/A
Documentation of VNEM Load Allocation (if changed from Reservation Request step)	Х	Х	U
Certification of Compliance with SOMAH Performance Requirements for Third-Party Owned Systems (for third-party owned systems only)	Х	Х	I
Progress Payment Request (Optional)			
Required Documentation	<u>Track A</u>	<u>Track B</u>	<u>Appendix</u>
Progress Payment Request Form	<u>X</u>	X	<u>V</u>
Affidavit Ensuring Tenant Education	<u>X</u>	X	<u>E</u>
Incentive Claim Form Package			
Required Documentation	Track A	Track B	Appendix
	Х	Х	J
Completed Incentive Claim Form with signatures	Λ		

Documentation of VNEM Load Allocation (if changed from PPM step)	Х	Х	U
Tenant Education Affidavit (*unless already submitted with Progress Payment Request Package)	X	X	F
Documentation of Load Increase (if applicable)	Х	Х	N/A

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

#### 4.2.1.1 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:

#### 4.2.1.2 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 percent of property residents have incomes at or below 60 percent 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)

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 SOMAH Eligibility Guidelines.

#### 4.2.1.3 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

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

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

## 4.2.1.4 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.

#### 4.2.2 Reservation Request Package

#### 4.2.2.1 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.

#### 4.2.2.2 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.

#### 4.2.2.3 Affidavit Ensuring 100 Percent Tenant Economic Benefit

The Applicant must submit an Affidavit Ensuring 100 Percent 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 2.9, Tenant Benefits Affidavit Requirements for additional information on tenant benefit.

## 4.2.2.4 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 Sections 4.2.1.2 and 4.2.1.3 for a description of the required documentation and cover sheet.

#### 4.2.2.5 Application Deposit

SOMAH Applicants applying for systems ≥ 10 kW will be required to submit an Application Deposit. 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 8: **Application Deposits** 

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

Applicants may submit the Application Deposit with the Reservation Request Package. If the Application Deposit is not received with the Reservation Request, the SOMAH PA will invoice the Host Customer after review of the Reservation Request Package.

The Host Customer will have 30 days to submit payment for the Application Deposit 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 Host Customer.

The SOMAH PA will only accept Application Deposits in the form of a check. Application Deposits should be sent to the mailing address referenced in the SOMAH Program Administrator Contact Information. Credit cards, money orders, promissory notes, cash, etc. will not be accepted.

Upon verification of the completed project and SOMAH incentive payment, the Application Deposit will be returned in full to the Host Customer, unless the SOMAH PA receives a written request from the Host Customer to return the Application Deposit to a third party. No interest shall be paid on Application Deposits.

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

#### 4.2.2.6 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 2.6, Energy Saving Assistance (ESA) Program Referral Requirements for more information.

#### 4.2.2.7 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>28</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 2.10, Multiple Bid Requirements, 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.

## 4.2.2.8 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 4.2.1.2 for a description of the required documentation.

#### 4.2.2.9 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 percent of the

<sup>&</sup>lt;sup>28</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.

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.

#### 4.2.3 Energy Efficiency Compliance Milestone

4.2.3.1 Documentation of an onsite whole-building walkthrough energy audit at ASHRAE Level I or higher within the past three 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 (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 program (Pathway 2). See Section 2.5 Energy Efficiency Requirements for information on meeting this requirement.

#### 4.2.3.2 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.

#### 4.2.4 Proof of Project Milestone

#### 4.2.4.1 Completed Proof of Project Milestone Checklist

All Proof of Project Milestone submittals must be accompanied by a completed and signed checklist.

## 4.2.4.2 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 <u>cslb.ca.gov</u>. 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 percent 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

## 4.2.4.3 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.

## 4.2.4.4 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.

#### 4.2.5 Progress Payment Request Package

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 4 months away. The request for progress payment will be followed by a required, live virtual walkthrough with the SOMAH PA.

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

The Progress Payment Request Form, see Appendix V, 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.

#### 4.2.5.2 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.

#### 4.2.6 Incentive Claim Form Package

#### 4.2.6.1 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.

#### 4.2.6.2 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 5.1, Equipment Certifications, for additional information on PMRS.

#### 4.2.6.3 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.

#### 4.2.6.4 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.

#### 4.2.6.5 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.

## 4.3 Changes to Reservations

#### 4.3.1 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.

#### 4.3.2 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 a time extension request in writing 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.

## 4.4 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.

#### 4.4.1 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 30 days. Payment will be made to the designated Payee, as listed in the PowerClerk application and on the Progress Payment Release Form and will be mailed to the address provided. The designated Payee agrees to return any progress payments received for a project that does not reach Incentive Claim Approval.

#### 4.4.2 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 Form 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 Form 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.

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 in approximately 30 days. 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 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.

### 4.5 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 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 Reservation Request Package, 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 the incentive will be recalculated based upon the installed system size, with the incremental addition to the system receiving the current incentive level.

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. The Applicant, System Owner, or Host Customer must notify the SOMAH PA via email if there is a system increase of any size due to a Design Factor change. Failure to do so may result in an Applicant and/or Contractor infraction.

In all instances, the total system size must align with the sizing requirements as described in Section 2.4 System Sizing Requirements.

# 4.6 Onsite Field Inspections

All SOMAH projects must undergo a field inspection following submission of the Incentive Claim Package, as detailed in Section 2.15, 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.

#### 4.6.1 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

# 4.6.2 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 ± 3º
- Azimuth ± 5º
- Summer Shading (May-October) ± 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 or failure as defined in Section 4.7, Infractions, Failures and Program Removal, will be issued to the appropriate party if the incentive on the original Incentive Claim Form is five percent 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.

#### 4.6.3 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 4.7, Infractions, Failures and Program Removal) and/or modifications to the system and/or incentive amount.

# 4.7 Infractions, Failures and Program Removal

A project can receive an infraction or failure based on the review of SOMAH application materials, Project documentation or the onsite field inspection.

#### 4.7.1 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 five to ten percent in either direction (+/-)
- The Applicant neglected to provide required documentation on a consistent basis 29
- 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

#### 4.7.2 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 percent in either direction (+/-)
- Three (3) Infractions as defined in Section 4.7.1, 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.

<sup>&</sup>lt;sup>29</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.

 Failure to notify the SOMAH PA of a system addition of any size after an incentive has been issued.

#### 4.7.3 Grounds for Program Removal

The SOMAH program has two classifications for Applicants, Solar Contractors, System Owners and Host Customers for the purposes of determining probation and/or program removal based on failures:

- High-volume Applicant, Solar Contractor, System Owner and Seller is defined as having had 20 or more projects completed within the previous 12-month rolling period
- Low-volume Applicant, Solar Contractor, System Owner and Seller is defined as having fewer than 20 projects completed within the previous 12-month rolling period

For high-volume Applicants, Solar Contractors, System Owners and Sellers:

- Probation status will be applied if five completed projects within the previous 12month rolling period have received failures.
- Removal from SOMAH program will be enforced if seven completed projects within the previous 12-month rolling period have received failures.

For low-volume Applicants, Solar Contractors, System Owners and Host Customers:

- Probation status will be applied if two failures were received within the previous 12month rolling period.
- Removal from SOMAH program will be enforced if three failures were received within the previous 12-month rolling period.

If an Applicant, Solar Contractor, System Owner and/or Host Customers 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, as the discretion of the SOMAH PA.

#### 4.7.4 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

#### 4.7.5 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 percent above or below the original Incentive Claim Form Incentive amount
- A Solar Contractor installs used or stolen PV modules and/or any other system components
- Forged paperwork
- 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

#### 4.7.6 Notifications

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, Host Customer, or System Owner will either accept the results or dispute the results through the dispute resolution section found in Section 4.8, Dispute Resolution.

#### 4.7.7 Process for Removal from the SOMAH program

#### 4.7.7.1 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 4.7.3, 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.

#### 4.7.7.2 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 4.7.3.1 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.

#### 4.7.7.3 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.

## 4.8 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).

#### 4.9 Waitlist Guidelines for SOMAH

#### 4.9.1 Waitlist

Once the incentive funding becomes encumbered in a utility territory, the SOMAH PA will be unable to guarantee a SOMAH incentive. A waitlist will be created for all unreserved applications.

The Waitlist will include the following information:

**Ranking**—The position of each application on the Waitlist, ranked according to the date and time the application was received.

**Application Number**—The number assigned to an application (XXX-SOMAH-XXXXX) once it has been submitted online through PowerClerk with all required documents.

**SOMAH System Size**—The maximum system size (kW) that will be incentivized upon reservation.

**Current Status**—The status of the application in PowerClerk. This status will remain as "Waitlist" until the SOMAH PA has sufficient funding.

#### 4.9.2 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 of submittal time and date
- Project may proceed with receiving Upfront Technical Assistance from the SOMAH
   PA and participating in the multiple bid process during the Waitlist period.
- As funding becomes available, the SOMAH PA will review each waitlisted project in the order it is ranked, and communicate to the Host Customer what documentation is necessary for the project reservation to be confirmed. 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.
- The SOMAH PA will invoice the Host Customer for the applicable Application Deposit, 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 and removed from the Waitlist.

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 order of the submittal time and date.
- 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 and removed from the Waitlist. In this instance, the next project on the Waitlist will be moved to reservation request review.

# 5. Equipment Certification and Design Factor Calculations

# 5.1 Equipment Certifications

PV system components (modules, inverters, and system performance meters (PMRS) must be certified through the California Energy Commission's PV system certification program and 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 gosolarcalifornia.ca.gov/equipment/ or through its Call Center: 800- 555-7794.

All meters used in SOMAH for the PMRS requirements must be accurate to within ± 5 percent. A list of eligible PMRS providers may be found on the Go Solar CA website: gosolarcalifornia.ca.gov/equipment/perf monitor.php

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

# 5.2 Design Factor Calculation: Expected Performance Based Buydown (EPBB) Incentive

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:

EPBB Incentive Payment = Reserved Incentive Rate x System Rating<sup>30</sup> x Design Factor

<sup>&</sup>lt;sub>30</sub> CEC-AC System Rating (kilowatts) = Quantity of Modules x CEC Rating of Photovoltaic Modules x CEC Inverter Efficiency Rating / (1000 watts/1 kilowatt)

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

Design Factor = Proposed System
Reference System

More specifically, the Design Factor is calculated as follows:

DF = Dcorr \* Gcorr \* Icorr

#### **Dcorr (Design Correction) =** Ss,p,p / Ss,p,o

Ss,p,p = The system's estimated summer kWh output at the proposed location, with proposed tilt and azimuth

Ss,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)

#### Gcorr (Geographic Correction) = As,p,o / As,r,o

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

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

#### lcorr (Installation Correction) = PTCadj / PTC

PTCadj = 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

In sum, the Design Factor for EPBB will:

- Treat all systems oriented between 180º and 270º equally
- Assign optimal orientation tilt for each compass direction in range of 180º and 270º, 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 <u>csi-epbb.comcsi-epbb.com</u>.

# **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

**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/m² 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.

#### 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.

#### **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: <a href="mailto:cslb.ca.gov">cslb.ca.gov</a>.

#### **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 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 percent.

#### **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:**

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.

#### **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, 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 administrating 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 percent 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/m² 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/m2/year) divided by the annual incident solar radiation on a surface for a south-facing surface with optimal tilt (MJ/m2/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 feasibly 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

- 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 PMRS Transfer of Solar Production Data

By signing SOMAH Contract, the Host Customer and/or System Owner are responsible for ensuring the transfer of solar production data from the Performance Monitoring and Reporting Service (PMRS) Providers to the SOMAH PA upon request.

# D. Useful Resources

California Distributed Generation Statistics is the public reporting site for the California Solar Initiative (CSI), low-income solar programs, net energy metering and other programs	californiadgstats.ca.gov
The California Distributed Generation Statistics provides a <b>list of solar contractors</b> online	https://www.californiadgstats.co
Verify that a solar contractor is using a valid contractor's license by contacting the <b>Contractors State License Board</b>	<u>cslb.ca.gov</u>
The SOMAH Program Administrator will use an online tool to calculate the up-front Expected Performance Based Buy down (EPBB) incentive, known as the EPBB Calculator	<u>csi-epbb.com</u>
The SOMAH Program Administrators use an online application tool and reporting database, known as <b>PowerClerk</b>	somah.powerclerk.com
Information about the <b>CPUC regulatory</b> proceedings that cover Energy Programs	cpuc.ca.gov/PUC/energy
Lists of CEC-certified eligible equipment 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 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	gosolarcalifornia.org/equipment 800-555-7794

# E. Affidavit Ensuring 100 Percent 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.

- 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.
- 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.
- 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
  hepefits from solar.
- 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
	Custonici

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-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) The Host Customer provided SOMAH-approved tenant education materials to all tenants 30 days or fewer prior to the start of construction.
- 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. Emai
- b. In-person meeting/workshop
- c. Other
- 3) The Host Customer provided such information in languages accessible to all tenants.

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 Name]	
[Data]	

# G. Contractor Job Training Surveys



# SOMAH Job Trainee Performance Survey

<u>Directions:</u> 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, [Job Trainee 1 Name]. All responses are confidential and will only be publicly reported in the aggregate.

1.	Was Job Trainee 1 NameJ 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 [Job Trainee 1 Name] to your permanent staff?
	☐ Yes
	□ No
	☐ Unsure
3.	If yes, what is [Job Trainee 1 Name]'s current salary?
4.	Would you work with trainees from [Job Trainee 1 Company Name] 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 Difficult 1 2 3 4 5 Very Easy

# H. Cover Sheet for Documentation of Multifamily Low-Income **Housing Eligibility**



# Solar on Multifamily Affordable Housing (SOMAH) Program Multifamily Low-Income Housing Documentation Cover Sheet

	,
Complete the Package.	document and sign below. Submit this form with the SOMAH Reservation Request
Property Nam	e:
Address:	
Number of Un	its:
Section I	
The property i	meets the SOMAH eligibility requirement under the following criteria:
1. The pr	roperty is <b>financed</b> with one of the following:
• T: • G • Lo  AND preso	ow-income housing tax credits, ax exempt mortgage revenue bonds, eneral obligation bonds, or ocal, state or federal loans or grants  rents of the occupants who are lower-income households do not exceed those ribed by deed restrictions or regulatory agreements pursuant to the terms of the cing or financial assistance.  for which the following applies:  80% of property residents have incomes at or below 60% of the area median income as determined by the Department of Housing and Community Development.
☐ Option B	The property is located in a disadvantaged community as identified by the California Environmental Protection Agency.
Section II	
	of the following public entities or non-profit housing provider with authority to regulate using costs and/or rents the documentation comes from.
	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/CALHF)



		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			
1.	above or n affordabilit have been	mentation is <u>not</u> signed by <u>both</u> the on-profit housing provider, please in ty requirements of PUC 2852 and Ho met for all units presented by the a mit related documentation to the P	ndicate evidence that exists ealth and Safety Codes refer pplicant as affordable undel	that the relevant enced in the CPUC code
2.	Please indi	cate the <b>compliance period in year</b>	s for which the low-income	restriction is in effect.
Coi	Compliance Period Start Date: Compliance Period End Date:			
3.	Please indicate on which page of the documentation language exists that describes the compliance period.			Page:
4.	describes the rent restriction.			Page:
5.	language exists that defines the 80% of low income households as at or below 60% Area Median Income (AMI).		Page:	
6.	6. <b>Option B only:</b> Please indicate the census track number of the disadvatiged community where the property is located.  Census Track Number			Census Track Number:
The	1. the inf	ed declare under penalty of perjury ormation provided on this form is a v-income documentation is not con	ccurate and true;	
11=	et Custon-	Circoture		Data
HO	st Customer	Signature		Date

# 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

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 excepted annual output (kWh) as calculated by the EPBB calculator and provide financial compensation for any production shortfalls in a given year.

of 90% of the excepted annual output (kWh) as calculated by the EPBB calculator and provide financial compensation for any production shortfalls in a given year.			
List name and address of multifamily low-income property:			
Property Name:			
Address:			
Please fill out the information required below	<b>v:</b>		
Specify the contract terms below and indicate found in the third-party ownership contract.	the page and section where	e this information can be	
CEC-AC System Size	kW	Page, Section	
1st Year Annual Production (per EPBB)	kWh	Page, Section	
PPA or Lease:	☐ Lease	Page, Section	
Third-Party Ownership Contract Term	Years	Page, Section	
PPA/Lease Rate	\$/kWh	Page, Section	
	\$/month		
PPA/Lease Rate Escalator	\$percent/year	Page, Section	
The undersigned declare under penalty of per information provided on this form is accurate	N	itate of California that the	
Host Customer Signature		Date	

# J. Incentive Claim Form



# Solar on Multifamily Affordable Housing Incentive Claim Form Form Version ICF-V1-2018 Application Number XXX-SOMAH-XXXX Preparation Date 9/6/2018



Contact Name	Host Customer Contact Name
Company	Center for Sustainable Energy
Mailing Address	9325 Sky Park Ct. Ste. 100
City, State, Zip Code	San Diego, CA 92123
Phone Number	858-244-1177
Email	contact@calsomah.org
SYSTEM OWNER	
Contact Name	PV System Owner Contact Name
Company	Association for Energy Affordability
Mailing Address	5900 Hollis St. Ste. R2
City, State, Zip Code	Emeryville, CA 94608
Phone Number	510-431-1791
Email	sample@example.com
PAYEE	
Contact Name	PV System Owner Representative Name
Company	Association for Energy Affordability
Mailing Address	5900 Hollis St. Ste. R2
City, State, Zip Code	Emeryville, CA 94608
Phone Number	510-431-1791
Email	sample@example.com
APPLICANT	
Contact Name	Applicant Name
Company	Jane Doe Solar Company
Mailing Address	930 Gateway Center Way
City, State, Zip Code	San Diego, CA 92102
Phone Number	619-239-4743
Email	info@gridalternatives.org
SOLAR CONTRACTOR	
Contact Name	Solar Contractor Contact Name
Company	Association for Energy Affordability
Mailing Address	5900 Hollis St. Ste. R2
City, State, Zip Code	Emeryville, CA 94608
Phone Number	510-431-1791
Email	sample@example.com
CSLB License Number	Solar Contractor License Number
SITE INFORMATION	
Site Address	895 Somewhere Ave
City, State, Zip Code	Town, CA 98254

EQUIPMENT & SYS	STEM INFORMATION	I				
System Purchase T	уре	Third Party Ow	ned			
PV System Specification Inverter: 2 x AE Solar E				Solar Energy 7.0 kW (Model AE7.0 (277V))		
-		Inverter Rating	(ea): 7.0	01 kW AC Ef	ficiency: 97%	
		PV Module Arr	ay: 20 x	Grape Solar	420W (Model GS-S-	420-KR3)
		Module Rating	(ea): 42	0 W DC, 365	5.4 W PTC	
		Tilt: 30 Azimut	h: 30 Tra	cking: Dual	Axis	
		Shading:				
		Jan, Feb, Mar, A <sub>l</sub>	or,May,J	un,Jul,Aug,S	ep,Oct,Nov,Dec	
		100,100,100,10	00,100,1	.00,100,100,	100,100,100,100	
		Nameplate Rat	ing: 8.4	kW DC		
		Inverter Name		_	AC	
		AC Rating: 7.08				
		Estimated Ann		uction: 1738	33 kWh	
		Design Factor:	100 %			
Associated Cost						_
Photovoltaic	Inverter(s)	Carport Materials	PMRS		Permitting Fees	Balance of
Modules		and Installation				System
\$1234.00	\$1234.00	\$1234.00		\$1234.00	\$1234.00	\$1234.00
Total Project Cost						\$7404.00

	Tenan	nt Area	Common Area
Incentive Level	\$3	.20	\$1.10
Load Allocation	90	0%	10%
CEC-A	C System Rating		7.089 kW
Incentive Ca	Iculation Details	((7089 x .90)	x 3.20) + ((7089 x .10) x 1.10) = 21196.11
Reserved Incentive Amount			\$21196.11

PERFORMANCE MONITORING AND REPORTING SERVICE	
PMRS Company Name	

Host Customer	Host Customer	Host Customer
X Signature	X Signature	X Signature
9/6/2018	9/6/2018	9/6/2018
Host Customer Name	Host Customer Name	Host Customer Name
Host Customer Company	Host Customer Company	Host Customer Company

## K. Invoice



# **INVOICE**

Date: [Date]

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

Assigned to	Job	Payment Terms	Due Date
[Reviewer Name]	Application Project Manager	30 days	[Application Fee Due Date]
Host Customer	Project Site		
[Host Customer]	[Project Site Address]		
Description			Amount Due
Application deposit for a [System Size] kW solar system			[Application Fee]
	0		

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 Phone: 858-244-1177 x5 Email: contact@calsomah.org

#### L. Job Training Affidavit



## Job Training Affidavit

<u>Instructions</u>: Review all Solar on Multifamily Affordable Housing (SOMAH) job training requirement information in the SOMAH Handbook (Section 2.8), 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.

<u>Workforce Partnership Requirement and Basic Agreement:</u> 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 and/or project design/project engineering. 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.

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

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

- a. 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
- c. A tenant whose primary residence is the SOMAH property

Eligibility as a job trainee lasts 12 months 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.

If there are differences between the SOMAH Handbook and this Affidavit, the SOMAH Handbook shall prevail.



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 numb	er			
Contractor address	City	Zip			
Size of SOMAH Project (CEC-AC kW):	Number of Trainees:				
Job Trainee (1) Information – Please Type					
Job trainee name	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 addres	s			
Date of prior job training program completion (if already graduated)	How was job trainee referred to	contractor?			
Type of SOMAH installation work and assistance	Dates and hours job trainee wor	ked on SOMAH			
performed by the job trainee:	project:				
Notes/other:	Trainee start date:				
	Trainee end date:				



	Total hours worked:
Job trainee wage/salary:	Is job trainee temporary or permanent employee?

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 organizati	on 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:		
	Total hours worked:		
Job trainee wage/salary:	ls job trainee tempora	ry or permanent employee?	



AFFIDAVIT				
By participating in the SOMAH Program as a <u>Contractor</u> , 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 <u>Job Trainee</u> , 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 <u>Job Trainee</u> , 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.

#### **Contact Information**

Fi	rst name:	
La	ast name:	
A	ddress:	
Ci	ity:	Zip:
Pi	rimary phone:	
Se	econdary phone (optional):	
Pi	rimary email address:	
Se	econdary email address (optional):	
<u>Tra</u> 1. 2.	Job training program name (eligible SOMAH job from an eligible job training program): Job training program address:	trainees must receive at least 40 hours of training
3.	If you have already completed training, please li	st your graduation date:
4.	Please select your highest level of education:  Some high school High school diploma or GED Associate's degree Bachelor's degree Master's degree PhD Other	
	☐ Decline to answer	



#### Demographics

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

1.	Gender:
	☐ Female ☐ Male ☐ Self-identify ☐ Decline to answer
2.	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
3.	Date of birth:
4.	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
5.	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 (low/unpredictable hours and insufficient pay for your needs) ☐ None of the above ☐ Decline to answer
<u>Em</u>	ployment History
Cur	rent or most recent employer:
Cur	rent or most recent job title:
Cur	rent 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. SUBMITTED TO THE FOR SUBMITTED TO THE FOLLOWING. AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF SCE SDG&E THIS IS A LEGALLY BINDING CONTRACT—READ IT CAREFULLY (Customer) have the following mailing address to act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below: ACCOUNTS INCLUDED IN THIS AUTHORIZATION: (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): 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): Verification of rate, date of rate change, and related information; Contracts and Service Agreements; 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). 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. 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

SOMAH Program Handbook Third Edition Page **115** of **136** 

Page 1 of 2

Revised 10/28/99

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

<b>ACT ON</b>	MY BEHALF ON THE FOI period is specified, authoriza	<b>LOWING BASIS<sup>2</sup> (<u>initial</u> one be</b> tion will be limited to a one-time auth by (limited to a one-time request f	FORMATION AND AUTHORIZE MY ox only): norization for information and/or the acts and fu	
			or the acts and functions specified ab relve month period from the date of e	
	duration to three years fro	m the date of execution.) Reque	date of execution until <b>12/31/2022</b> sts for information and/or for the acts requested within the authorization pe	and functions
RELEAS	E OF ACCOUNT INFORM	ATION:		
	ty will provide the inform preferred format is (check		extent available, via any one of the	following. My
⊠ H	Hard copy via US Mail (if ap	plicable).		
⊠ F	acsimile at this telephone i	number: 858-244-1178		
	Electronic format via electro	nic mail (if applicable) to this e-m	nail address:	
of Record that my A and perf authorizar release the matters life of action, 2) the ur Authorizar request.	d listed at the top of this for Agent has authority to act o orm the specific acts and tion request submitted bef he requested information o isted above. I hereby relea , damages, or expenses re nauthorized use of this infoation, including rate change	m and that I have authority to fin my behalf and request the rele I functions listed above. I undoer releasing information or takin my account or facilities to the ase, hold harmless, and indemnify sulting from: 1) any release of information by my Agent; and 3) first. I understand that I may cancered by someone who has authoer of a municipality).]	It to execute this document on behalf ancially bind the Customer of Recordase of information for the accounts I derstand the Utility reserves the rigng any action on my behalf. I authorabove Agent who is acting on my belay the Utility from any liability, claims, of formation to my Agent pursuant to the total control of the utility from any liability, claims, of the utility from any liability, claims, of the utility from any actions taken by my Agent el this authorization at any time by substity to financially bind the custom	d. I further certify isted on this form ght to verify any orize the Utility to half regarding the demands, causes his Authorization; t pursuant to this libmitting a written
Execute		AFORE	at	
I (Agent)	, hereby release, hold har		CITY AND STATE WHERE EXECUTED from any liability, claims, demand, a lation obtained pursuant to this authorhanges.	
AGENT SI	GNATURE		TELEPHONE NUMBER	
COMPAN		MONTH YEAR		
Revised 10	/28/99			Page 2 of 2

#### O. Multiple Bid Waiver



## Multiple Bid Waiver

Background: Per the Solar on Multifamily Affordable Housing (SOMAH) Handbook 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 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) 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) 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 an online platform available for soliciting bids from eligible contractors

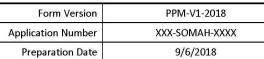
By signing this Affidavit, I, [Host Customer Name], also declare under penalty of perjury, under the laws of the State of California, that all of the foregoing statements are true and correct.

Host Customer
Signature:
[Host Customer Name]
[Date]

## P. Proof of Project Milestone Checklist



### Solar on Multifamily Affordable Housing Proof of Project Milestone Checklist





HOST CUSTOMER		
Contact Name	Host Customer Contact Name	
Company	Center for Sustainable Energy	
Mailing Address	9325 Sky Park Ct.	
City, State, Zip Code	San Diego, CA 92123	
Phone Number	858-244-1177	
Email	contact@calsomah.org	
SYSTEM OWNER		
Contact Name	PV System Owner Contact Name	
Company	Jim Smith Solar Company	
Mailing Address	930 Gateway Center Way	
City, State, Zip Code	San Diego, CA 92102	
Phone Number	619-239-4743	
Email	info@gridalternatives.org	
APPLICANT		
Contact Name	Applicant Name	
Company	Center for Sustainable Energy	
Mailing Address	930 Gateway Center Way	
City, State, Zip Code	San Diego, CA 92102	
Phone Number	619-239-4743	
Email	info@gridalternatives.org	
SOLAR CONTRACTOR		
Contact Name	Solar Contractor Contact Name	
Company	Association for Energy Affordability	
Mailing Address	105 Bruckner Blvd	
City, State, Zip Code	Bronx, NY 10454	
Phone Number	212-279-3902	
Email	sample@example.com	
CSLB License Number	Solar Contractor License Number	
SITE INFORMATION		
Site Address	895 Somewhere Ave	
City, State, Zip Code	Town, CA 98254	

EQUIPMENT & SYSTEM INFORMATION			
System Purchase Type Third Party Owned			
System Uses All Smart Inverters	False		
PV System Specification	Inverter: 2 x AE Solar Energy 7.0 kW (Model AE7.0 (277V))		
323 10	Inverter Rating (ea): 7.01 kW AC Efficiency: 97%		
	PV Module Array: 20 x Grape Solar 420W (Model GS-S-420-KR3)		
	Module Rating (ea): 420 W DC, 365.4 W PTC		

		Shading: Jan,Feb,Mar,Al 100,100,100,10 Nameplate Rat Inverter Name AC Rating: 7.08	ual Production: 1738	ep,Oct,Nov,Dec 100,100,100,100		
Associated Costs	Associated Costs					
Photovoltaic	Inverter(s)	Carport Materials	PMRS	Permitting Fees	Balance of	
Modules		and Installation			System	
\$1234.00	\$1234.00	\$1234.00	\$1234.00	\$1234.00	\$1234.00	
Total Project Cost	Total Project Cost \$7404.00					

	Tenant Area		Common Area
Incentive Level	\$3.20		\$1.10
Load Allocation	90%		10%
CEC-A	AC System Rating		7.089 kW
	-		
Incentive Calculation Details		$((7089 \times .90) \times 3.20) + ((7089 \times .10) \times 1.10) = 21196.11$	
Reserved Incentive Amount		\$21196.11	

APPLICANT SIGNATURE	
X Signature	
9/6/2018	
Applicant Name	
Applicant Company	

## Q. Project Bid Template



The following bid template is for demonstration purposes only. The SOMAH PA will finalize the bid template, along with the online bidding tool, at a later date.

Solar on Multifamily Affordable Housing Project Bid						
Complete the document and sign below. Please feel free to attach any additional contract information.						
Application Number:	Application Number:					
Property and Contact Na	me:					
Address:						
Number of Units:						
Section I – Contract Info	rmation					
System Owner:	☐ Host Custome	er 🗆 Third	d-Party Owner			
Please select the relevan	Please select the relevant information for 3rd party owned systems:					
☐ Power Purchase Agree	ement	□ Lease				
Option to purchase at en	d of contract:	☐ Yes	□ No			
Other end of contract options:						
Warranty:						
Product Warranty Term (	(Defects)	Years				
Starting Production		%				
Yearly Degradation		%				
Removal of Defective Eq	uipment	□ Yes	□ No			
Replacement of Defectiv	e Equipment	□ Yes	□ No			
Section II – System & Ins	Section II – System & Installation Information					
Aggregated annual consu	umption (historical avg.)					
Number of inverters						
Number of photovoltaic	panels					
Estimated time for const	ruction					
Section III – Payments and Cost Information						
Upfront Cost		\$				
Payment Schedule	□ One-time	☐ Monthly	☐ Annual			

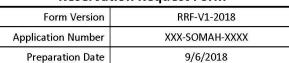


Amount due with each payment	\$	
Cost to purchase at the end of contract (if applica	able)	\$
The undersigned declare under penalty of perjurinformation provided on this form is accurate and	<u> </u>	he laws of the State of California that the

## R. Reservation Request Form



#### Solar on Multifamily Affordable Housing Reservation Request Form





HOST CUSTOMER	
Contact Name	Host Customer Contact Name
Company	Center for Sustainable Energy
Mailing Address	9325 Sky Park Ct. Ste. 100
City, State, Zip Code	San Diego, CA 92123
Phone Number	858-244-1177
Email	contact@calsomah.org
SYSTEM OWNER	
Contact Name	PV System Owner Contact Name
Company	Association for Energy Affordability
Mailing Address	5900 Hollis St. Ste. R2
City, State, Zip Code	Emeryville, CA 94608
Phone Number	510-431-1791
Email	sample@example.com
APPLICANT	
Contact Name	Applicant Name
Company	Jane Doe Solar Company
Mailing Address	930 Gateway Center Way
City, State, Zip Code	San Diego, CA 92102
Phone Number	619-239-4743
Email	info@gridalternatives.org
SOLAR CONTRACTOR	
Contact Name	Solar Contractor Contact Name
Company	Association for Energy Affordability
Mailing Address	5900 Hollis St. Ste. R2
City, State, Zip Code	Emeryville, CA 94608
Phone Number	510-431-1791
Email	sample@example.com
CSLB License Number	Solar Contractor License Number
SITE INFORMATION	
Site Address	895 Somewhere Ave
City, State, Zip Code	Town, CA 98254

EQUIPMENT & SYSTEM INFORMATION			
System Purchase Type Third Party Owned			
System Uses All Smart Inverters	False		
PV System Specification	Inverter: 2 x AE Solar Energy 7.0 kW (Model AE7.0 (277V))		
W	Inverter Rating (ea): 7.01 kW AC Efficiency: 97%		
	PV Module Array: 20 x Grape Solar 420W (Model GS-S-420-KR3)		
	Module Rating (ea): 420 W DC, 365.4 W PTC		

		Shading: Jan,Feb,Mar,Ap 100,100,100,10 Nameplate Rat Inverter Name AC Rating: 7.08 Estimated Ann	Tilt: 30 Azimuth: 30 Tracking: DualAxis Shading: Jan,Feb,Mar,Apr,May,Jun,Jul,Aug,Sep,Oct,Nov,Dec 100,100,100,100,100,100,100,100,100,100			
Associated Costs	Associated Costs					
Photovoltaic	Inverter(s)	Carport Materials	PMRS	Permitting Fees	Balance of	
Modules		and Installation			System	
\$1234.00	\$1234.00	\$1234.00	\$1234.00	\$1234.00	\$1234.00	
Total Project Cost \$7404.00						

	Te	enant Area		Common Area
Incentive Level		\$3.20		\$1.10
Load Allocation	90%			10%
CEC-A	AC System Rating		7.089	kW
		_		
Incentive Calculation Details		((7089)	x .90) x 3.20) + ((7089	x .10) x 1.10) = 21196.11
Reserved Ir	centive Amount		\$21196	5.11

APPLICATION DEPOSIT (Applicable for systems ≥ 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	System Owner	Applicant		
X Signature	X Signature	X Signature		
9/6/2018	9/6/2018	9/6/2018		
Host Customer Name	System Owner Name	Applicant Name		
Host Customer Company	System Owner Company	Applicant Company		

### S. Reservation Expiration Extension Request Form



### SOMAH Reservation Expiration Extension Request

*Project Number:	
*Host Customer Name:	
Host Customer e-mail:	
*Site Address:	
*Reservation Expiration Date:	
Service Account(s):	
*Applicant Company:	
*Applicant Contact:	
*Applicant Contact e-mail:	

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 Reason Extension (days)		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	Documentation substantiating why extension is needed     Cost documentation must demonstrate that the system purchaser has incurred at least 50 percent of the reserved system's total purchase price		
	C	There was a problem in the permitting process and it was the cause of delay, documentation, such as any correspondence with the building department	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  Cost documentation must demonstrate that the system purchaser has incurred at least 50 percent of the reserved system's total purchase price		
		Contractor's license becomes suspended, and applicant must find another contractor	Must provide notice and proof of contractor's license being suspended		
		Defective panels	Clear photos of defective panels		
		Other (provide explanation on the following page)	Cost documentation must demonstrate that the system purchaser has incurred at least 50 percent of the reserved system's total purchase price & documentation substantiating why extension is needed.		

<sup>\*</sup> Denotes a required field.



able, please provide an explanation in the space provided below along with the required entation. For an extension request where the reason identified in the previous table is "Other",	, ple
a detailed explanation below. Attach additional pages if necessary.	
	-97
	-
	17.
	W
	90
	27
	,



FOR SOMAH PA I	NTERNAL USE ONLY
The Extension request for project number,	, Host Customer, is
☐ Granted	☐ Denied for the following reason(s)
For the term of not more than days	□ Not eligible per SOMAH Program Handbook, section 4.6.2
The new due date for this project is	☐ Insufficient documentation provided to support extension request
☐ Mark here if CPUC/ PA Review is required	Date sent for Review:
Printed Name:	
Signed:	Date:

### T. Upfront Technical Assistance Interest Request



REQUESTER (If different from Host Cus	stomer)	
Requester Name	Requester Name	
Company Name	Solar Company Name	
Email	example@email.com	

20 10 00 00 00 00 00 00 00 00 00 00 00 00	
IOST CUSTOMER	
Contact Name	Host Customer Contact Name
Contact Type	Property Manager
Company	Center for Sustainable Energy
Mailing Address	9325 Sky Park Ct. Ste. 100
City, State, Zip Code	San Diego, CA 92123
Phone Number	858-244-1177
Email	contact@calsomah.org
Preferred Contact Method	Phone
Best Day Week and Time to Call	Wednesday, at 12:00 PM

Site Address	895 Somewhere Ave	
City, State, Zip Code	Town, CA 98254	
Property Ownership Type	Non-profit	
Total Number of Units	35	
Number of Building Stories	3	
Number of Buildings on Property	1	
Valid Certificate of Occupancy	Yes	

HOW DID YOU FIND OUT ABOUT THIS PROGRAM?			
Letter from a city or county			

Thank you for your interest in the SOMAH program. Once your request has been reviewed, a SOMAH PA member will follow up for additional information.

## U. Sample VNEM Allocation Forms

- PacifiCorp
- SCE
- SDGE

Resolution No.

Customer or Bustreet Address City, State, ZIP Phone Email		on (as it appears on your monthly Pa	icific Power	state	ement):
Customer or Bustreet Address City, State, ZIP Phone Cmail					
City, State, ZIP Thone Smail					
hone mail					
none mail					
07 1: : 1					
ame of Individ	lual Completin	g			
e Form					
redit Allocation	on Request In	formation			
mmon Use / T		tage Split = 100%			
	ter: (meter pl	ysically attached to the generation t	facility)		
leter Number	Acco	unt Address as listed on your Billing S	tatement		icipated eration
	3				
	<b>3 5 1 1 1 2</b>				
ommon Area Account	Meter(s):	Account Address as listed on your	Annual kV	3.71L	Allocation
Name	Number	Billing Statement	Load	W 11	Percentage %
s .					
2					
3					
3		3			
3					
3					
3		(Continued)			
		(Continued)  Issued by			

TF6 SGCA-1.NEW

Decision No.



# EDISON Virtual Net Energy Metering For Multi-Tenant and Multi-Meter Properties (NEM-V and NEM-V-ST) Allocation Request Form

(NI)
LIVII
1

Α.	(NE	is Virtual Net Energy Metering For Multi-Tenant and Multi-Meter Properties EM-V and NEM-V-ST) Allocation Request Form (Request) is for use in (N) mbination with Southern California Edison's (SCE) Schedule NEM-V or its coessor, Schedule NEM-V-ST.
В.	Thi	is 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 $$ (N) than #2):
	5.	Name of Individual Filling out this Form:
	6.	Email address of Generating Account Owner
C.	Ge	enerator Service Account Number

Form 14-910 2/2016



## EDISON Virtual Net Energy Metering For Multi-Tenant and Multi-Meter Properties (NEM-V and NEM-V-ST) Allocation Request Form

(N)

Benefitting Account Address with Unit Number	Percent Allocation (total must equal 100 percent)
	***
	, , , , , , , , , , , , , , , , , , ,

Attached is/are \_\_\_\_ (number of sheets) sheets extending the lists shown in Table 1 to include more Qualified Customers. Each attached sheet is signed by the undersigned and dated with today's date.

2

Form 14-910 2/2016



# EDISON 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	
<ul> <li>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</li> </ul>	(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.	$T \choose T$
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	
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) — (N)

Form 14-910 2/2016

3

#### Solar Generation Credit Allocation Request Form

Α.	A. This Solar Generation Credit Allocation Request Form (Request) is for use in combination with San D Gas & Electric Company's Schedule VNM-A or Schedule VNM-A-ST or Schedule VNEM-SOMAH.				
B.		s Initial / Subsequent (circle) Request is being completed by: Business or Company Name:			
	2.	Business or Company Address:			
	3.	Business or Company Phone Number:			
	4.	Name of Individual Filling out this Form:			
C.	Qu	equest 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 alified Customers responsible for bills for the locations and the common use area(s) of the complex, all eting the terms set forth in Schedule VNM-A or VNM-A-ST or VNEM-SOMAH (as applicable), identified ow:			
	Со	mmon Use / Tenant Percentage Split <sup>1</sup>			
	Co	mmon Use + = 100% Tenants			

Form 142-02768 (03/18)

<sup>&</sup>lt;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 Street, <b>Unit #</b> , City, Zipcode	Percent Allocation (Must total 100%)
Generator Meter			
Common Area Benefitting Meters			
1			
2			
3			
Tenant Benefitting Meters			
4			
5			
6			
7			
8			

Attached is/are (	number of sheets)	sheets extending	the above	lists to mor	e Qualified	Customers.
Each attached sheet is	signed by the under	signed and dated	with today	s date.		
			. Managara Marco 10.00.00			
I represent that the force	ning is the percent	age allocation of	the solar of	eneration cre	edits that th	is company

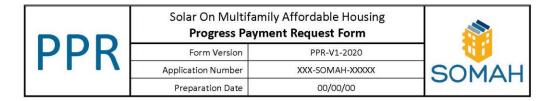
D.	represent that the forgoing is the percentage allocation of the solar generation credits that this compan wants to take effect on the first regularly scheduled monthly meter read date that is at least 15 days followin receipt of this form by the Utility. Moreover, I understand that this allocation and subsequent reallocation shall remain in effect for a minimum of twelve months. I also understand that this company will not receiv any feedback from SDG&E regarding how much of the credits were used by each Qualified Customer abser appropriate releases from each customer and a separate agreement with SDG&E.

(Date)

(Signature)

Form 142-02768 (03/18)

#### V. Progress Payment Request Form



The SOMAH Program offers a Progress Payment Request option to receive 60% of the total reserved incentive once the system is installed and 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 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 Payee designated to receive the progress payment must remain the payee for the final, remaining incentive payment. See SOMAH Handbook Section 4.4.5, Progress Payments for details.

## Summary of Progress Payment Request (auto filled from PowerClerk)

	Property & Payee Information		
SOMAH App ID	H App ID [Application Number]		
Property Name	[Property Name]		
Host Customer Name	[Host Customer Contact Name]		
Host Customer Company	[Host Customer Company]		
System Owner Name	[System Owner Contact Name]		
System Owner Company	[System Owner Company]		
System Components and Design 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 and Payee Information		
Total Reserved Incentive	\$0		
Progress Payment Amount	\$0		

Payee Name	[Payee Contact Name]
Payee Company	[Payee Company]

The final incentive payment will be calculated after the final SOMAH inspection, and will equate to the Total Reserved Incentive, listed above, 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 does not meet 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 4.9.4, Incentive Clawbacks, for details).

<b>Host Customer</b>	System Owner	Contractor	Payee
[Host Customer Name]	[System Owner Name]	[Contractor Name]	[Payee Name]
[Host Customer Company]	[System Owner Company]	[Contractor Company]	[Payee Company]
[Host Customer Signature]	[System Owner Signature]	[Contractor Signature]	[Payee Signature]
[Date Signed]	[Date Signed]	[Date Signed]	[Date Signed]

11.06.20