

**CALIFORNIA CODE OF REGULATIONS**  
**Title 4. Business Regulations**  
**Division 13. California Alternative Energy and Advanced Transportation Financing Authority**

CALIFORNIA ALTERNATIVE ENERGY AND ADVANCED  
TRANSPORTATION FINANCING AUTHORITY  
REGULATIONS IMPLEMENTING  
THE SMALL BUSINESS ENERGY EFFICIENCY FINANCING PROGRAM

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## Section 10092.1 Definitions

- (A) “Ancillary Elements”: **Project** components that fall outside a **Scope of Work**. These components may include:
- (1) **Non-ESMs** completed by a contractor who is not a **Participating Contractor**;
  - (2) Services provided by a **Participating Project Developer**;
  - (3) **Distributed Generation**; and/or
  - (4) **Capitalized Interest**.
- (B) “Authority”: California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) established pursuant to Division 16 (commencing with Section 26000) of the Public Resources Code, or its agent.
- (C) “Bill Impact Estimate” (BIE): An estimate of the anticipated energy cost savings that are expected to result from the installation of **Energy Saving Measures**, which is provided by either the **Participating Project Developer** or the **Participating Contractor** to the **Eligible Commercial Financing Customer** prior to work being performed on the **Eligible Property(ies)**.
- (D) “Capitalized Interest”: Accrued interest from a previous finance agreement for a **Project** (such as a construction loan or down payment loan) where the interest has been added to the **Total Financed Amount** of an **Eligible Finance Agreement**.
- (E) “CHEEF Financing Identifier” or “CHEEF Financing ID”: An identification number associated with an **Enrolled Financing Agreement** created by the **Authority** and provided to the **Finance Provider Entity** at the time the financing is approved for enrollment in the **Program**.
- (F) “Claim-eligible Charge-off Amount”: The **Total Charge-Off Amount** multiplied by the **Claim-Eligible Ratio**.
- (G) “Claim-eligible Financed Amount”: The portion of the **Total Financed Amount** that is eligible for reimbursement in the event of a charge-off. **Non-Energy Components** are limited to 30% of the dollar value of the total **Claim-Eligible Financed Amount**. **The Claim-Eligible Financed Amount** is equal to the **Total Financed Amount** less any:
- (1) **Distributed Generation**; and
  - (2) **Non-Energy Components** beyond the allowable 30%.
- The Claim-Eligible Financed Amount** is limited to \$1 million.
- (H) “Claim-eligible Ratio”: The ratio of the original **Claim-Eligible Financed Amount** to the original **Total Financed Amount**.
- (I) “Commission” or “CPUC”: The California Public Utilities Commission established pursuant to Article XII of the California Constitution.
- (J) “Community Choice Aggregator” (CCA): A Community Choice Aggregator as defined in Section 331.1 of the California Public Utilities Code.
- (K) “CSLB”: The California Contractors State License Board established pursuant to Article 1 (commencing with Section 7000) of Chapter 9 of Division 3 of the Business and Professions Code.

- (L) “Demand Response” (DR): Reductions, increases, or shifts in electricity consumption by customers in response to either economic or reliability signals. Economic signals come in the form of electricity prices or financial incentives, whereas reliability signals appear as alerts when the electric grid is under stress and vulnerable to high prices. Demand response programs aim to respond to these signals and maximize ratepayer benefit.
- (M) “Distributed Generation” (DG): Technologies that generate or store energy at or near the site where it will be used. **Distributed Generation** may serve a single structure or it may be part of a microgrid. Technologies classified as **Distributed Generation** systems include, but are not limited to: solar photovoltaic, solar thermal, wind power, hydropower, biomass, fuel cells, combined heat and power, battery storage, and ice storage.
- (N) “Eligible Commercial Financing Customer”: An entity or individual who enters into an **Eligible Financing Agreement** with a **Finance Provider Entity** for the purpose of completing a **Project**. The entity or individual is not required to own the **Eligible Property**.
- (O) “Eligible Contractor”: An individual or entity that meets the requirements specified in Section 10092.4(B)(1).
- (P) “Eligible Financing Agreement”: An agreement made between a **Finance Provider Entity** and an **Eligible Commercial Financing Customer** to finance a **Project** for which the **Total Financed Amount** does not exceed \$5 million. The agreement must be for improvements to an existing building and may not be for the construction or purchase of a building.
- The agreement must meet the definition of either an **Eligible Lease** or **Eligible Equipment Financing Agreement**, **Eligible Loan**, **Eligible Service Agreement** or **Eligible Savings-Based Payment Agreement**. The **Eligible Financing Agreement** must meet the requirements specified in Section 10092.5(B) of these regulations.
- (Q) “Eligible Lease” or “Eligible Equipment Financing Agreement”: An agreement that provides the **Eligible Commercial Financing Customer** with **Energy Savings Measures** in exchange for payments in amounts that are due according to a schedule established in the agreement. The payments must result in full satisfaction of the obligation. Such payments are made to the **Finance Provider Entity** or its assignee for a specified term. Title to the equipment may transfer at the beginning or end of the term.
- (R) “Eligible Loan”: An agreement that provides the **Eligible Commercial Financing Customer** with ownership of **Energy Savings Measures** in exchange for payments in amounts that are due according to a schedule established in the agreement. Such payments must result in full satisfaction of the obligation. Such payments are made to the **Finance Provider Entity** or its assignee for a specified term.
- Eligible loans must be closed end loans; no revolving lines of credit will qualify.
- (S) “Eligible Project Developer”: An individual or entity that meets the requirements specified in Section 10092.4(B)(2).
- (T) “Eligible Property”: A property that is:

- (1) Supplied with gas and/or electric service by one or more **Investor-Owned Utility, Regional Energy Network, or Community Choice Aggregator**; and
- (2) Used for business activities. If the purpose of the business is residential rentals, the property must meet the definition of **Multi-Family Property**.

(U) “Eligible Savings-Based Payment Agreement”: An agreement that provides the **Eligible Commercial Financing Customer** with **Energy Savings Measures** in exchange for regular payments to the **Finance Provider Entity** or the **Finance Provider Entity’s** assignee. The term may be specified by number of months or may run until payments have reached a specified amount.

The agreement must satisfy each of the following criteria:

- (1) Savings will be measured and verified no less than annually;
- (2) Total monthly energy and efficiency charges for the **Eligible Commercial Financing Customer** must be projected to be "cash flow positive," based on industry-accepted estimates, meaning: allowing for seasonal variations, the combined monthly energy expense (gas and electric) along with all projected monthly **Eligible Savings-Based Payment Agreement** charges is projected to be less than the **Eligible Commercial Financing Customer's** pre-project monthly energy expense;
- (3) The **Eligible Commercial Financing Customer** will share in benefits if actual savings exceed projected savings; and
- (4) The **Eligible Commercial Financing Customer** does not bear risk in the event that savings are less than projected.

(V) “Eligible Service Agreement”: An agreement that provides the **Eligible Commercial Financing Customer** with the use of **Energy Savings Measures** as well as ongoing service and maintenance of that equipment in exchange for regular payments to the **Finance Provider Entity** or the **Finance Provider Entity’s** assignee for a specified term. Title to the **Energy Savings Measures** does not transfer to the **Eligible Commercial Financing Customer**.

The agreement must include either:

- (1) A guarantee of functionality for any **Energy Saving Measures** and **Non-ESMs**; or
- (2) A guarantee of energy savings. Equipment functionality or energy savings must be measured no less than annually.

(W) “Eligible Small Business Financing Customer”: An **Eligible Commercial Financing Customer** for which the entity benefiting from the **Eligible Financing Agreement** is either a business or non-profit that meets at least one of the following size requirements, on average, over the past 3 years:

- (1) 100 or fewer employees;
- (2) Annual revenues of less than \$15 million; or
- (3) Meets the Small Business Administration’s size requirements for a Small Business based on North American Industry Classification System found in Part 121.201 of Title 13 of the Code of Federal Regulations.

An **Eligible Small Business Financing Customer** cannot be a public entity.

- (X) “Energy Efficiency”: An energy using appliance, equipment, control system, or practice for which the installation or implementation results in reduced grid-supplied energy use while maintaining a comparable or higher level of energy service as perceived by the customer.
- (Y) “Energy Professional”: An individual who is either:
- (1) Recognized as a Certified Energy Manager (CEM) by the Association of Energy Engineers with a certification that is current and free of disciplinary actions; or
  - (2) A Professional Engineer (PE) licensed by the State of California whose license is current and free of disciplinary actions.
- (Z) “Energy Saving Measure” (ESM): Any **Energy Efficiency** or **Demand Response** measure, as defined, including alterations and improvements that are legally or practically required to complete the installation of the **Energy Saving Measure**. This includes energy audits that meet the **Authority's** requirements as specified on the **Energy Savings Measure List**.
- (AA) “Energy Saving Measure Identifier” or “ESM ID”: A unique identifier assigned by the **Authority** to each measure contained within the **ESM List**.
- (BB) “Energy Saving Measure List” or “ESM List”: The list of pre-qualified **Energy Saving Measures**, with corresponding requirements, fuel-savings type designations, and **Self-Installer** eligibility, published by the **Authority**.
- (CC) “Energy Service Provider” (ESP): An Energy Service Provider as defined in Section 218.3 of the California Public Utilities Code.
- (DD) “Enrolled Financing Agreement”: An **Eligible Financing Agreement** approved for enrollment in the **Program** pursuant to Section 10092.5(B).
- (EE) “Enrollment Date”: Date that the **Trustee** has funded the **Finance Provider Entity's Loss Reserve Account** for the **Enrolled Financing Agreement**.
- (FF) “Executive Director” (ED): The Executive Director of the **Authority** or its designee.
- (GG) “Finance Provider Applicant”: The **Affiliate Finance Provider Applicant** and **Primary Finance Provider Applicant**, collectively.
- (1) “Affiliate Finance Provider Applicant”: As described in Section 10092.2(A).
  - (2) “Primary Finance Provider Applicant”: As described in Section 10092.2(A).
- (HH) “Finance Provider Entity”: The **Primary Finance Provider Entity** and the **Affiliate Finance Provider Entity**, collectively.
- (1) “Affiliate Finance Provider Entity”: The **Affiliate Finance Provider Applicant** approved for participation in the **Program** along with a **Primary Finance Provider Entity** as specified in Section 10092.2(A).
  - (2) “Primary Finance Provider Entity”: **Primary Finance Provider Applicant** approved for participation in the **Program**. May be approved along with an **Affiliate Finance Provider Entity** as specified in Section 10092.2(A).

- (II) “Financial Institution”: Any insured depository institution, insured credit union, or Community Development Financial Institution (CDFI), as those terms are each defined in Section 103 of the Riegle Community Development and Regulatory Improvement Act of 1994 (12 U.S.C. 4702).
- (JJ) “Investor-Owned Utility” (IOU): Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, or Southern California Gas Company, collectively referred to as “**IOUs**”.
- (KK) “IOU Custom”: A program offered by the **IOUs**, **Regional Energy Networks (RENs)**, or **Community Choice Aggregators (CCA)** in which measures require pre-approval, and incentives are based on unique project characteristics.
- (LL) “IOU Deemed”: A program offered by the **IOUs**, **Regional Energy Networks (RENs)**, or **Community Choice Aggregator (CCA)** in which eligible measures and rebate amounts are pre-determined. For the purpose of this definition, **IOU Deemed** includes the following program types: prescriptive, downstream, midstream, upstream, and direct install.
- (MM) “Loss Reserve Account”: An account established and maintained by the **Trustee** at the **Authority’s** direction to hold the **Loss Reserve Contribution** for **Enrolled Financing Agreements** for the benefit of a **Finance Provider Entity**.
- (NN) “Loss Reserve Account Representative”: As described in Section 10092.2(B)(6).
- (OO) “Loss Reserve Contribution”: The credit enhancement contributed to the **Loss Reserve Account** for each **Enrolled Financing Agreement** in the **Program** pursuant to Section 10092.9(C).
- (PP) “Marketing Representative”: As described in Section 10092.2 (B)(7)
- (QQ) “Multi-Family Property”: A residential rental building with five or more units.
- (RR) “Non-Energy Components”: All **Non-ESMs**, **Capitalized Interest**, as well as any fees for services from a **Participating Project Developer** on a single **Project**.
- (SS) “Non-ESMs”: Any equipment, alteration, or improvement that does not fall under the definition of an **Energy Saving Measure**. Measures included on the **ESM List** may not be considered a **Non-ESM**. **Non-ESMs** do not include **Distributed Generation**.
- (TT) “Participating Contractor”: An **Eligible Contractor** who has been granted approval to participate in the **Program** by the **Authority** as described in Section 10092.4(C)-(D).
- (UU) “Participating Project Developer”: An **Eligible Project Developer** who has been granted approval to participate in the **Program** by the **Authority** as described in Section 10092.4(C)-(D).
- (VV) “Program”: The Commercial Energy Efficiency Financing Program described in these regulations.
- (WW) “Program Holding Account”: The account established and maintained by the **Trustee** at the **Authority’s** direction to hold funds allocated by the **IOUs** for the **Program**.

- (XX) “Program Identifier” or “Program ID”: A number assigned by the **Authority** or its agent(s) that represents a program administered by the **Authority**.
- (YY) “Project”: One or more **Scopes of Work** as well as any **Ancillary Elements** at one or more **Eligible Properties**, financed in whole or in part under a single **Eligible Financing Agreement**.
- (ZZ) “Regional Energy Network” (REN): Regional Energy Network granted authorization by the **California Public Utilities Commission** under Decision 12-05-015 and later defined in Decision 12-11-015.
- (AAA) “Scope of Work”: The **Energy Saving Measures** and/or **Non-ESMs** installed and certified per the requirements of Section 10092.7(A) – (C) and Section 10092.8(B)(3) by a single **Participating Contractor** or **Self-Installer** as reported to the **Authority**, as part of a **Project**.
- (BBB) “Scope of Work Completion Date”: Date that a **Participating Contractor** or **Self-Installer** completes installation of its **Scope of Work**.
- (CCC) “Self-Installer”: An **Eligible Commercial Financing Customer** who installs any measures pursuant to the requirements in Section 10092.7(C).
- (DDD) “Total Charge-Off Amount”:
- (1) **Eligible Leases** or **Eligible Equipment Financing Agreements** and for **Eligible Loans**: the **Total Charge-Off Amount** equals the outstanding principal balance at the time of charge-off.
  - (2) For **Eligible Service Agreements** and **Eligible Savings-Based Payment Agreements**: the **Total Charge-Off Amount** equals the (Total initial installation amount paid to contractor(s) divided by the number of months in the term) multiplied by the number of months remaining in the term. Ongoing monthly service charges are excluded from the charge-off amount.
- (EEE) “Total Financed Amount”: The total amount funded by the **Finance Provider Entity** toward the **Project**. The **Total Financed Amount** does not include charges for ongoing service and/or maintenance and does not include any interest payments or ongoing finance charges.
- (1) **Eligible Leases** or **Eligible Equipment Financing Agreements** and for **Eligible Loans**: The original principal amount as disclosed to the **Eligible Commercial Finance Customer** through loan or lease documentation or the job addendum.
  - (2) For **Eligible Service Agreements** and **Eligible Savings-Based Payment Agreements**: The total installation amount paid to the **Participating Contractor** and disclosed on the job addendum, inclusive of equipment, taxes, labor and shipping costs and exclusive of ongoing service and oversight payments by **Eligible Commercial Financing Customer**.
- (FFF) “Trustee”: The financial institution chosen by the **Authority** to hold or administer some or all of the **Program Holding Accounts** and **Loss Reserve Accounts**.

Authority: Section 26009, Public Resources Code  
 Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
 and 26040, Public Resources Code

## Section 10092.2 Finance Entity Enrollment

### (A) Descriptions of Finance Provider Applicant and Entity Program Roles

- (1) The “Primary Finance Provider Applicant” is the financing company that is applying to the **Program** for enrollment as a **Finance Provider Entity**. The **Primary Finance Provider Applicant** may fulfill all of the **Program** roles (described in Section 10092.2(B)(1) – (7), below) themselves, or the entity may invite an **Affiliate Finance Provider Applicant** (as described in Section 10092.2(A)(2), below) to apply to fulfill some of the roles. Additionally, the Primary Finance Provider Applicant may invite a **Marketing Representative** to fulfill the marketing role described in Section 10092.2(B)(7), below. If there are two or more entities fulfilling **Program** roles together, it will be the finance entity that plans to fulfill the “**Financing Submittal** role” that will be the **Primary Finance Provider Applicant**. The **Primary Finance Provider Applicant** must meet requirements described in Section 10092.2(C) and must be a signatory to the **Program** application.
- (2) The “Affiliate Finance Provider Applicant” is a potential co-applicant along with the **Primary Finance Provider Applicant**. It may fulfill one or more of the roles of the **Program** described in Section 10092.2(B)(1) – (7), below. The **Affiliate Finance Provider Applicant** must meet the requirements described in Section 10092.2(C) and must be a signatory to the **Program** application.
- (3) “Finance Provider Applicant” means the **Primary Finance Provider Applicant** and the **Affiliate Finance Provider Applicant** collectively.
- (4) “Primary Finance Provider Entity” means a **Primary Finance Provider Applicant** who has been accepted for enrollment in the **Program**. The Primary Finance Provider Entity must fulfill all the **Program** roles described in Section 10092.2 (B)(1)-(7) themselves, or this entity may fulfill **Program** roles along with an **Affiliate Finance Provider Entity** and, potentially, an additional entity serving as **Marketing Representative**. If there are two entities fulfilling **Program** roles together, it will be the finance entity that fulfills the **Financing Submittal** role that will be determined to be the **Primary Finance Provider Entity**.
- (5) “Affiliate Finance Provider Entity” means an **Affiliate Finance Provider Applicant** that has been accepted for enrollment in the **Program** to fulfill **Program** roles along with the **Primary Finance Provider Entity**.
- (6) “Finance Provider Entity (FPE)” means the **Primary Finance Provider Entity** and the **Affiliate Finance Provider Entity** collectively.

### (B) Finance Provider Entity Roles Within the Program

- (1) “**Underwriting**”
  - (a) Means following **Program** regulations for approving projects and financing for customers per Section 10092.7(A) – (C) and Section 10092.6 as well as following the credit and underwriting guidelines submitted by the **Finance Provider Applicant** per Section 10092.5(B) that were approved by the **Authority** as part of the application process.
  - (b) The **Underwriting** role must be performed by either the **Primary Finance Provider Entity** or the **Affiliate Finance Provider Entity**.
- (2) “**Origination**”
  - (a) Means engaging in loan origination, including executing the legal contract for repayment of the **Enrolled Financing Agreement** with the **Eligible Commercial Financing Customer**, getting **Program** forms signed and certified by the **Eligible Commercial Financing Customer**, following **Program** regulations related to eligible products as well as adhering to product terms approved by the **Authority** as part of the application process.



- (b) The **Origination** role must be performed by either the **Primary Finance Provider Entity** or **Affiliate Finance Provider Entity**.
- (3) **“Financing Submittal”**
  - (a) Means providing data, documentation, and certifications related to the **Project**, the **Eligible Financing Agreement** and the **Eligible Commercial Financing Customer** and submitting these data, documentation, and certifications to the **Authority** for enrollment in the **Program**.
  - (b) The specific data points required at loan submittal are described in Section 10092.8(B)(2).
- (4) **“Servicing”**
  - (a) Means conducting a customer service operation to on-board all **Eligible Financing Agreements** into the servicer's servicing system, handling customer inquiries regarding **Eligible Financing Agreements** already under servicing, sending out regular financing billing statements, collecting and applying payments, handling requests for modifications, collections where necessary, and distributions to investors where applicable.
  - (b) The **Servicing** role must be performed by either the **Primary Finance Provider Entity** or the **Affiliate Finance Provider Entity**.
- (5) **“Monthly Reporting”**
  - (a) Means supplying the **Authority** with a regular report of required data related to financing applications, performance, and sale of financings as described in Section 10092.12.
  - (b) The **Monthly Reporting** role must be performed by either the **Primary Finance Provider Entity** or **Affiliate Finance Provider Entity**.
- (6) **“Loss Reserve Account Representative”**
  - (a) Means the **Finance Provider Entity** for whom the **Trustee Account(s)** will be opened, and the sole entity that can file a claim in the event of a charge-off.
  - (b) The **Loss Reserve Account Representative** role must be performed by either the **Primary Finance Provider Entity** or the **Affiliate Finance Provider Entity**.
- (7) **“Marketing Representative”**
  - (a) Means the entity that is publicly listed on **Program** websites and marketing materials as a result of participation in the **Program**.
  - (b) The **Marketing Representative** role must be performed by either the **Primary Finance Provider Entity** or the **Affiliate Finance Provider Entity**, or by an additional entity.
  - (c) The **Marketing Representative** must sign the acknowledgements and certifications in Section 10092.2(C)(4), (5), and (7) of these regulations.

### (C) Application to Participate in the Program

A **Primary Finance Provider Applicant** seeking to become a **Finance Provider Entity** must submit a complete enrollment application to the **Authority** signed by a person authorized to legally bind the **Primary Finance Provider Applicant** and shall include the signatory's name, title, and date. Where the **Primary Finance Provider Applicant** wishes to apply along with an **Affiliate Finance Provider Applicant**, the **Affiliate Finance Provider Applicant** must also submit an application signed by a person authorized to legally bind the **Affiliate Finance Provider Applicant** and provide their name, title and date. Both the **Primary Finance Provider Applicant** and the **Affiliate Finance Provider Applicant** must sign the acknowledgements, certifications, and representations of the **Finance Provider Applicant**, below.

All applications must include a certification that all of the information provided is true and correct to the best of the signatory's knowledge.

A complete enrollment application includes the following information, disclosures, acknowledgements, certifications, and representations in a format to be specified by the **Authority**:

(1) **Information**

- (a) For the **Primary Finance Provider Entity**:
- (i) Name, address, and website URL of the Primary Finance Provider Entity.
  - (ii) Name, title, phone number, and e-mail address of the **Program** contact person for the Primary Finance Provider Entity.
  - (iii) The name(s) and e-mail address(es) of individual(s) who are authorized to provide and certify data and submit **Eligible Financing Agreements** for enrollment in the Program on behalf of the **Primary Finance Provider Entity**.
  - (iv) Type of finance entity e.g., insured depository institution, insured credit union, Community Development Financial Institution, or California Finance Lender, or other type.
  - (v) Name(s) of any regulatory agency(ies) and any insuring agency(ies) to which the **Finance Provider Entity** is accountable and license number(s), if applicable.
- (b) For the **Affiliate Finance Provider Entity**, if applicable:
- (i) Name, address, and website URL of the **Affiliate Finance Provider Entity**.
  - (ii) Name, title, phone number, and e-mail address of the **Program** contact person for the **Affiliate Finance Provider Entity**.
  - (iii) Type of finance entity e.g., insured depository institution, insured credit union, Community Development Financial Institution, or California Finance Lender, or other type.
  - (iv) Name(s) of any regulatory agency(ies) and any insuring agency(ies) to which the **Finance Provider Entity** is accountable and license number(s), if applicable.
- (c) For the **Marketing Representative**, if different than the **Finance Provider Entity**:
- (i) Name, address, and website URL of the **Marketing Representative**.
  - (ii) Name, title, phone number, and e-mail address of the **Program** contact person.

(2) **Disclosures**

The **FPA** must disclose the following:

- (a) If there are to be separate entities applying to be the **Primary Finance Provider Applicant** and **Affiliate Finance Provider Applicant**, which of the two entities will perform the **Underwriting, Origination, Financing Submittal, Servicing, Monthly Reporting** and **Loss Account Representative** roles.
- (b) The name of the entity that will be the **Marketing Representative**;
- (c) The name of the entity funding the **Projects** that are to be enrolled in the **Program**;
- (d) The name of the finance agreement counterparty or the service agreement counterparty(ies) who will be named on the closing documentation provided to the **Eligible Commercial Financing Customer**;
- (e) The assignee(s) of repayment streams, if any; and
- (f) The **FPA's** intent as to what it will do with the **Enrolled Financings**, if known, (e.g. hold, sell, transfer, participate, etc.) and the identity of a purchaser, if applicable.

(3) **Proposed Products**

To participate in the **Program**, the **FPA** must provide a description of proposed financial product(s), including:

- (a) A detailed description of the products the **FPA** is proposing to offer, including, but not limited to, the type of financing product and its relationship to the categories of **Eligible Financing Agreements**, collateral requirements (if any), minimum and maximum financed amounts, interest rates (including whether they are fixed or variable), terms, service or maintenance charges, fees, prepayment penalties, and a description of customer eligibility and underwriting criteria. These product offerings must be certified by at least one of the **Finance Provider Applicants**.
- (b) A description of the geographic area(s) in California where the financing program(s) will be available.
- (c) An explanation of how the **Loss Reserve Contribution** will be utilized to provide benefits to **Eligible Small Business Financing Customers** compared to the **FPE**'s typical product offerings in one or more of the following ways:
  - (i) Broadened approval criteria;
  - (ii) Longer terms;
  - (iii) Larger amounts available to finance;
  - (iv) Better rates; and/or
  - (v) Other advantageous terms.

(4) **Acknowledgements of the Finance Provider Applicant and the Marketing Representative**

The application must include the **FPA**'s acknowledgements of this Section, signed by a person authorized to legally bind the **FPA**. If the **FPA** will not be filling the **Marketing Representative** role, the application must additionally include the **Marketing Representative**'s acknowledgements below, signed by a person authorized to legally bind the **Marketing Representative**.

- (a) The **Authority** has made no representations, promises, or guarantees to the **Finance Provider Applicant** (or the **Marketing Representative**) pertaining to the volume, quantity, or quality of loans issued by the **Finance Provider Applicant** (or the **Marketing Representative**) under the **Program**.
- (b) It, its representatives, and agents are not hired by the **Authority** or any of the participating **IOUs**, and must not represent themselves as such, or claim association or affiliation with the **Authority** or any of the participating **IOUs** in any capacity.

(5) **Certifications of the Finance Provider Applicant and Marketing Representative**

The application must include the **FPA**'s certifications of this Section, signed by a person authorized to legally bind the **FPA**. If the **FPA** will not be filling the **Marketing Representative Role**, the application must additionally include the **Marketing Representative**'s certifications below, signed by a person authorized to legally bind the **Marketing Representative**.

- (a) These regulations constitute a lender services agreement between the **FPA** and the **Authority**.

- (b) The **Finance Provider Applicant** (or **Marketing Representative**) is not subject to a cease and desist order or other regulatory sanction from the appropriate federal or state regulatory body, which would impair its ability to participate in the **Program**.
  - (c) The person signing the application is authorized to legally bind the **Finance Provider Applicant** (or **Marketing Representative**), and must include the signatory's printed name, title, and date.
  - (d) The **Finance Provider Applicant** (or **Marketing Representative**) must follow the **Program** regulations as set forth herein.
  - (e) The **Finance Provider Applicant** (or **Marketing Representative**) must permit an audit by the **Authority** of any of its records relating to **Enrolled Financing Agreements** during normal business hours on its premises, and must supply such other information concerning **Enrolled Financing Agreements** as may be requested by the **Authority**. Additionally, the **Marketing Representative** must permit an audit of its records relating to how the **Marketing Representative** is representing the **Program** to the public, including, but not limited to, web and print collateral, marketing scripts, and marketing materials.
  - (f) The **Authority** and the state of California have no liability to the **Finance Provider Applicant** (or **Marketing Representative**) under the **Program** except from funds deposited in the **Loss Reserve Account(s)** for the **Finance Provider Entity**.
  - (g) All **Finance Provider Applicants** and **Marketing Representatives** that are not **Financial Institutions** must comply with the additional requirements specified in Section 10092.3.
- (6) In addition to the certifications listed in Section 10092.2(C)(5), above, the application must include the following certifications of the **Primary Finance Provider Applicant**. These certifications must be signed by a person authorized to legally bind the **FPA**, that for all forthcoming **Eligible Finance Agreements** submitted for enrollment in the **Program**, the **FPA** agrees that:
- (a) It will provide the documentation required in Section 10092.8(B)(1), the data required in Section 10092.8(B)(2), and will secure the certifications of the **Eligible Commercial Financing Customer**, all **Participating Contractors**, and the **Participating Project Developer** where applicable, as described in Section 10092.8(B)(3);
  - (b) The **Eligible Finance Agreement** complies with all **Program** regulations;
  - (c) The **Claim-Eligible Financed Amount** will not include any costs for **Distributed Generation**;
  - (d) If the entirety of the **Claim-Eligible Financed Amount** has not yet been funded at the time of submittal, that it will be funded within 30 calendar days of submittal; and
  - (e) If after submittal, the **Primary Finance Provider Entity** determines it will not fund the entirety of the **Claim-Eligible Financed Amount**, that it will notify the **Authority** within 10 business days of this determination.

(7) **Representations of the Finance Provider Applicant and Marketing Representative**

The application must include the **FPA's** representation, warranty, and covenant contained in this Section, signed by a person authorized to legally bind the **FPA**. If the **FPA** will not be filling the **Marketing Representative** role, the application must additionally include the **Marketing Representative's** representation, warranty, and covenant below, signed by a person authorized to legally bind the **Marketing Representative**.

- (a) The **Finance Provider Entity** (or **Marketing Representative**) must retain all records relating to each **Enrolled Financing Agreement** for the term of financing.
- (b) The **Finance Provider Applicant** (or **Marketing Representative**) is solely responsible for identifying and making all disclosures and providing periodic reports to its **Eligible Commercial Financing Customer(s)** as required under applicable laws.
- (c) The **Finance Provider Applicant** (or **Marketing Representative**) must comply with all applicable laws, possess and maintain all required state and federal licenses, and remain in good standing with all governmental authorities having jurisdiction over its business.
- (d) The **Finance Provider Applicant** (or **Marketing Representative**) indemnifies, defends, and holds harmless CAEATFA, each of the IOUs, their affiliates, and each of its respective officers, directors, employees, agents, and representatives (each of which is an express beneficiary of this indemnity) from and against any and all losses arising in connection with any claim:
  - (i) Resulting from the negligent or unlawful acts or omissions, or willful or tortious conduct of the **Finance Provider Applicant** (or **Marketing Representative**) including, but not limited to, any failure of the **Finance Provider Applicant** (or **Marketing Representative**), or its agents, to comply with applicable laws in connection with **Enrolled Financing Agreements**;
  - (ii) Resulting from any error or omission by the **Finance Provider Applicant** (or **Marketing Representative**) or any of its agents in the calculation or presentation of principal repayments or interest with respect to an **Enrolled Financing Agreement**, fees and charges, the receipt and processing of payments received from **Eligible Commercial Financing Customers** or any collection or enforcement action;
  - (iii) Alleging any breach of a representation, warranty, or covenant by such **Finance Provider Applicant** (or **Marketing Representative**);
  - (iv) Alleging any misrepresentation by the **Finance Provider Applicant** (or **Marketing Representative**) or its agents with respect to the energy savings to be achieved in connection with an **Enrolled Financing Agreement**, or any failure or deficiency in the products, materials, or work supplied to a **Eligible Commercial Financing Customer** in connection with an **Enrolled Financing Agreement**; and/or
  - (v) Arising from the **Finance Provider Applicant's** (or **Marketing Representative's**) breach or alleged breach of these regulations and/or its confidentiality or privacy obligations under these regulations or with respect to the **Program**.
- (e) The **Finance Provider Applicant** (or **Marketing Representative**) agrees that the IOUs are not responsible for, and will have no liability for:
  - (i) The energy efficiency improvements funded through the **Enrolled Financing Agreement(s)** supported through the **Loss Reserve Account(s)**;
  - (ii) The assessment of potential benefits and costs associated with those improvements;
  - (iii) The qualification of the **Finance Provider Applicant** (or **Marketing Representative**);
  - (iv) The **Finance Provider Applicant's** (or **Marketing Representative's**) marketing and/or lending policies and practices; or
  - (v) CAEATFA's educational and outreach activities.

#### (D) Application Process

- (1) Upon receipt of a completed application, the **Authority** will, within fifteen business days, review and determine whether additional information is required, or whether the application is sufficient to permit the **Finance Provider Applicant** to be a **Finance Provider Entity**.
- (2) The **Authority's** decision regarding enrollment will be final.
- (3) The **Authority** will notify the **Finance Provider Applicant** of its decision and provide a **Program**-assigned identifier for the **Finance Provider Applicant**.

**(E) Changes to Product Terms**

- (1) If, after being approved to participate in the **Program**, a **FPE** wishes to make changes to products offered that will affect the benefits to **Eligible Small Business Financing Customers** (as described in Section 10092.2(C)(3) and Section 10092.5), the changes must be approved by the **Authority**.

Authority: Section 26009, Public Resources Code  
Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
and 26040, Public Resources Code

### **Section 10092.3 Additional Requirements for Entities that are not Financial Institutions**

In addition to the requirements set forth in Section 10092.2(C) above, to be approved as a **Finance Provider Entity, Finance Provider Applicants** who are not **Financial Institutions** as defined in these regulations must meet the requirements described in this Section in a format to be specified by the **Authority**. All representations, warranties, and covenants in this Section must be signed by a person authorized to legally bind the **Finance Provider Applicant**, and must be true and correct to the best of the signatory's knowledge.

- (A) **Net Worth:** The **Finance Provider Applicant** must demonstrate to the **Authority** that it have a net worth of no less than \$1 million.
- (B) **Quality Control:** The **Finance Provider Applicant** must demonstrate to the **Authority** that it maintains quality control and management systems to evaluate and monitor the overall quality of its financing-related activities, including, where applicable, underwriting reviews and consumer complaint resolution processes.
- (C) **Underwriting Qualifications:** If the **Finance Provider Applicant** will perform the **Underwriting** role for the **Program**, it must provide the following to the **Authority**:
- (1) Demonstrated experience with underwriting commercial financing;
  - (2) Demonstrated experience with equipment financing and the coordination of such financing with contractors and businesses;
  - (3) Description of the applicant's underwriting process; and
  - (4) Demonstrated qualifications of the **Finance Provider Applicant** and key personnel with regard to **Underwriting**.
- (D) **Origination Qualifications:** If the **Finance Provider Applicant** will perform the **Origination** role for the **Program**, it must provide the following to the **Authority**:
- (1) Proof of at least \$20 million in committed capital for general financing activities;
  - (2) Demonstrated ability to originate commercial financing in accordance with all applicable laws, including related expertise and experience, trained and qualified personnel, and suitable systems, processes, and facilities to support the business;
  - (3) Demonstrated experience with equipment financing and the coordination of such financing with contractors and businesses;
  - (4) Proof of at least 50 transactions funded or at least \$50 million in funded transactions; and
  - (5) Sample transaction documentation.
- (E) **Servicing Qualifications:** If the applicant will perform the **Servicer** role under the **Program**, it must provide the following to the **Authority**:
- (1) Demonstrated capacity for, and experience with, servicing the type of product the **Finance Provider Applicant** will be providing and general customer service; and
  - (2) A description of key personnel, software, and systems used by the **Finance Provider Applicant** in performing servicing of **Enrolled Financing Agreements**.

(F) **Insurance:** The **Finance Provider Applicant** must maintain and provide evidence of the following insurance coverage:

- (1) General liability with limits of not less than \$2 million per occurrence for bodily injury and property damage liability combined. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom a claim is made or suit is brought subject to the **Finance Provider Applicant's** limit of liability. The policy must include the state of California, its officers, agents, employees, and servants as additional insureds, but only insofar as the operations under these regulations are concerned.
- (2) Motor vehicle liability with limits of not less than \$1 million per accident. Such insurance must cover liability arising out of owned, hired, and non-owned motor vehicles.
- (3) Statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the **Program**, including special coverage extensions where applicable. Employer's liability limits of \$1 million are required.
- (4) All insurance coverage must be in force for the complete term during which the **Finance Provider Applicant** is enrolled as a **Finance Provider Entity**. If insurance expires during this term, a new certificate must be received by the **Authority** at least ten business days prior to the expiration of the insurance. The new insurance must meet the terms required in this Section.
- (5) The **Finance Provider Entity** is responsible for ensuring that coverage will not be cancelled without thirty days' prior written notice to the Authority.
- (6) The **Finance Provider Entity** is responsible for any deductible or self-insured retention contained within the insurance program.
- (7) Once enrolled, the **Finance Provider Entity**, has the obligation to keep in effect at all times the insurance coverage specified in these regulations. If this obligation is not met, the **Authority** may, in addition to any other remedies it may have, terminate the **Finance Provider Entity's** participation in the **Program**, subject to the provisions set forth in these regulations.
- (8) Any insurance meeting the requirements of these regulations must be primary, and not excess, to any other insurance carried by the Authority.

(G) **Representations of Finance Provider Applicants and Marketing Representatives**

The application must include the **FPA's** representation, warranty, and covenant contained in this Section, signed by a person authorized to legally bind the **FPA**. If the **FPA** will not be filling the **Marketing Representative** role, the application must additionally include the **Marketing Representative's** representation, warranty, and covenant below.

These representations, warranties, and covenants are not limited to matters of which the **Finance Provider Applicant** and/or **Marketing Representative** had knowledge. Matters that are of public record will be deemed to be known by the **Finance Provider Applicant** and **Marketing Representative**.

- (1) The **Finance Provider Applicant** (or **Marketing Representative**) is duly organized and validly existing under the laws of the state of its organization and California with due power and authority to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted, and has had at all relevant times and continues to have the power, authority, and legal right to participate in this **Program**.



- (2) The **Finance Provider Applicant** (or **Marketing Representative**) is duly qualified to do business and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business will require such qualifications.
  - (3) The **Finance Provider Applicant** (or **Marketing Representative**) has the power and authority to execute and to carry out the terms of the **Program**.
  - (4) There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency nor other governmental instrumentality having jurisdiction over the **Finance Provider Applicant** (or **Marketing Representative**) or its properties:
    - (a) Asserting the invalidity of these regulations;
    - (b) Seeking to prevent the consummation of any of the transactions contemplated by these regulations; or
    - (c) Seeking any determination or ruling that might materially and/or adversely affect the performance by the **Finance Provider Applicant** (or **Marketing Representative**) of its obligations under these regulations.
- (H) **Finance Provider Applicant(s)** must make the following representations, warranties, and covenants to the **Authority**, signed by a person authorized to legally bind the **FPA**. These representations, warranties, and covenants are not limited to matters of which the **Finance Provider Applicant** had knowledge. Matters that are of public record will be deemed to be known by the **Finance Provider Applicant**.
- (1) The **Finance Provider Applicant** has trained and qualified employees and suitable facilities and operating systems for the performance of the **Underwriting, Origination, and Servicing** functions, as applicable, required to administer the **Program**.
  - (2) For **Finance Provider Applicants** planning to fill the **Servicing** role, the **Finance Provider Applicant** must maintain a written disaster recovery plan that covers the restoration of the facilities, backup, and recovery of information in electronic data processing systems. Alternate processing facilities and systems are required to ensure continuous operations. The **Finance Provider Entity** must allow the **Authority**, at no additional cost to the **Authority**, to inspect its disaster recovery plan and facilities.
  - (3) For **Finance Provider Applicants** planning to fill the **Originator** role, the **Finance Provider Applicant** has established, and must maintain, adequate internal audit and management control systems to guard against dishonest, fraudulent, or negligent acts by employees and contractors involved in the origination process.

Authority: Section 26009, Public Resources Code  
 Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
 and 26040, Public Resources Code

## **Section 10092.4 Contractor and Project Developer Participation**

### **(A) Description of Contractor and Project Developer Program Roles**

- (1) **“Participating Contractor”** is a contractor or contractor company who installs the **ESMs** and/or **Non-ESMs** on a **Project**. For the purpose of these regulations, a contractor is referred to as defined in the California Business and Professions Code, Division 3, Chapter 9, Article 2, Section 7026. The **Participating Contractor** provides data according to Section 10092.8(B)(2)(e) and certifications for **Projects** according to Section 10092.8(B)(3)(a).
- (2) **“Participating Project Developer”** is an individual or entity who develops one or more **Scope(s) of Work** for the **Eligible Commercial Financing Customer** and facilitates data exchange between the **Authority**, the **Eligible Commercial Financing Customer**, the **Finance Provider Entity**, and/or the **Participating Contractor**. The **Participating Project Developer** does not perform installations on a **Project**. The **Participating Project Developer** provides data according to Section 10092.8(B)(a), (d) and (e), and certifications for **Projects** according to Section 10092.8(B)(3)(b). A **Participating Project Developer** with the requisite **CSLB** license(s) may also apply to be a **Participating Contractor** in the **Program**.
- (3) One or more **Participating Contractors** are required to complete a **Project**. A **Participating Project Developer** is not required to complete a **Project**. Only one **Participating Project Developer** may be active on a **Project**.

### **(B) Eligibility Requirements for Program Participation**

#### **(1) Eligible Contractor Requirements**

To participate in the **Program** as a **Participating Contractor**, an **Eligible Contractor** must:

- (a) Provide installation service of at least one measure on the **ESM List**.
- (b) Complete a training made available by the **Authority**;
- (c) Submit an application to the **Authority** in accordance with Section 10092.4(C)(1);
- (d) Not be an employee of the **Eligible Commercial Financing Customer**;
- (e) Have no outstanding judgments or liens;
- (f) Not have any disciplinary action taken by the **CSLB** against its license within the past twenty-four months;
- (g) Hold a **CSLB** license(s) relevant to the work performed under the **Program**; and
- (h) Be covered by general liability insurance of at least \$2 million per occurrence.

#### **(2) Project Developer Eligibility Requirements**

To be eligible to participate in the **Program** as a **Participating Project Developer**, an **Eligible Project Developer** must:

- (a) Complete a training made available by the **Authority**;
- (b) Submit an application to the **Authority** in accordance with Section 10092.4(C)(2);
- (c) Have no outstanding judgments or liens;
- (d) Be covered by general liability insurance of at least \$2 million per occurrence;
- (e) Submit proof to the **Authority** that it has completed at least twenty-five projects in a project developer role.

**(C) Application to Participate in the Program**

- (1) To participate in the **Program**, the **Eligible Contractor** must submit an application in a format approved by the **Authority** which:
  - (a) Includes the data points specified in Section 10092.4(C)(3), below;
  - (b) Includes acknowledgements specified in Section 10092.4(C)(5) and Certifications specified in Section 10092.4(C)(7);
  - (c) Includes proof of current insurance coverage as described in Section 10092.4(B)(1)(h); and
  - (d) Is signed by an individual authorized to legally bind the **Eligible Contractor**.
  
- (2) To participate in the **Program**, the **Eligible Project Developer** must submit an application in a format approved by the **Authority** which:
  - (a) Includes the data points specified in Section 10092.8(C)(4), below;
  - (b) Includes acknowledgements specified in Section 10092.8(C)(6) and Certifications specified in Section 10092.8(C)(7) and (8);
  - (c) Includes proof of current insurance coverage as described in Section 10092.4(B)(2)(d);
  - (d) Includes proof that it has completed at least twenty-five projects in a project developer role; and
  - (e) Signed by an individual authorized to legally bind the **Eligible Project Developer**.
  
- (3) **Data points supplied by the Eligible Contractor**
  - (a) The contractor's business name, address, and website URL.
  - (b) Name, title, business address, business phone number, and e-mail address of the contractor's **Program** contact person.
  - (c) Name, phone number, and e-mail address the contractor wants to make publicly available for sales and marketing purposes.
  - (d) CSLB license number(s) and Type(s) held relevant to the work performed under the Program.
  - (e) The name(s) and e-mail address(es) of individual(s) who are authorized to provide data to the Authority.
  - (f) The name(s) and e-mail address(es) of individual(s) who are authorized to certify and submit data to the Authority.
  - (g) A description of the types of services offered by the contractor as part of the **Program**.
  - (h) Any languages, in addition to English, in which the contractor can communicate with customers.
  - (i) The geographic area(s) serviced by the contractor.
  - (j) List of any **IOU/REN/CCA** Trade Professional programs in which the contractor is currently participating.
  - (k) The date the contractor completed the mandatory training.
  
- (4) **Data points supplied by the Eligible Project Developer**
  - (a) The project developer organization's name, address and website URL.
  - (b) Name, title, business address, business phone number, and e-mail address of project developer's Program contact person.

- (c) Name, phone number, and e-mail address the project developer wants to make publicly available for sales and marketing purposes.
- (d) The name(s) and e-mail address(es) of individual(s) who are authorized to provide data to the Authority.
- (e) The name(s) and e-mail address(es) of individual(s) who are authorized to certify and submit data to the Authority.
- (f) A description of the types of services offered by the project developer as part of the **Program**.
- (g) Any languages, in addition to English, in which the project developer can communicate with customers.
- (h) The geographic area(s) serviced by the project developer.
- (i) List of any **IOU/REN/CCA** energy efficiency programs in which the project developer is currently participating.
- (j) The date the project developer completed the mandatory training.

(5) **Acknowledgements of the Eligible Contractor**

The application must include the **Eligible Contractor's** acknowledgement, signed by a person authorized to legally bind the **Eligible Contractor**, that:

- (a) Its representatives and agents are not employees of the **Authority** or any of the participating **IOUs**, and must not represent themselves as such;
- (b) The **Authority** and the state of California will have no liability to the **Eligible Contractor** under the **Program**; and
- (c) The **IOUs** are not responsible for, and will have no liability for:
  - (i) The energy efficiency improvements funded through the **Enrolled Financing Agreements** supported through the **Loss Reserve Accounts**;
  - (ii) The assessment of potential benefits and costs associated with those improvements;
  - (iii) The selection of **Eligible Contractors**;
  - (iv) The **Eligible Contractor's** marketing policies and practices; and
  - (v) **CAEATFA's** educational and outreach activities.

(6) **Acknowledgements of the Eligible Project Developer**

The application must include the **Eligible Project Developer's** acknowledgement, signed by a person authorized to legally bind the **Eligible Project Developer**, that:

- (a) Its representatives and agents are not employees of the **Authority** or any of the participating **IOUs**, and must not represent themselves as such;
- (b) The **Authority** and the State of California will have no liability to the **Eligible Project Developer** under the **Program**; and
- (c) The **IOUs** are not responsible for, and will have no liability for:
  - (i) The energy efficiency improvements funded through the **Enrolled Financing Agreements** supported by the **Loss Reserve Accounts**;
  - (ii) The assessment of potential benefits and costs associated with those improvements;
  - (iii) The selection of **Eligible Project Developers**;
  - (iv) The **Eligible Project Developer's** marketing policies and practices; and
  - (v) **CAEATFA's** educational and outreach activities.

(7) **Certifications of the Eligible Contractor and Eligible Project Developer**

The application must include the **Eligible Contractor** or **Eligible Project Developer's** representation, warranty, and covenant, signed by a person authorized to legally bind the applicant, that as a **Participating Contractor** or **Participating Project Developer** the entity:

- (a) Is responsible for identifying and making all disclosures required under applicable laws;
- (b) Must comply with all applicable laws and tariffs, possess and maintain all required state licenses, and remain in good standing with all governmental authorities having jurisdiction over its business;
- (c) Must follow **Program** rules as set forth in these regulations, including the **Project** requirements set forth in Section 10092.7;
- (d) Must hold and maintain a commercial general liability insurance policy or policies of not less than \$2 million per occurrence throughout its participation in the **Program**. If the policy maintains a policy aggregate, such aggregate must not be less than twice the occurrence limit. The **Eligible Contractor** and **Eligible Project Developer** must submit proof of such insurance in its application to the **Authority**;
- (e) Must permit an audit, by the **Authority**, of any of its records relating to the **Projects** financed by **Enrolled Financing Agreements** during normal business hours on its premises, and must supply such other information relating to those projects as requested by the **Authority**;
- (f) Indemnifies and holds the **Authority** harmless from any and all damages resulting from its representations, savings estimates, sales, warranties, maintenance, any installed measure, product, and/or system, and service for all installed measures, products, and/or systems;
- (g) Must not make false or misleading claims about any part of the **Program** or its performance, including energy performance savings, nor engage in fraudulent or deceitful conduct in the sale or installation of measures;
- (h) Has no outstanding judgments and/or liens;
- (i) Agrees that its employees and representatives are solely responsible for all representations made to **Eligible Commercial Financing Customers** regarding the **Program** or work performed for an **Eligible Commercial Financing Customer** under the **Program**, and are responsible for all savings estimates, sales, warranties, maintenance, and service for all products and systems installed; and
- (j) That all of the information provided is true and correct to the best of the signatory's knowledge.

(8) **Additional Certifications of the Eligible Project Developer**

In addition to the certifications in Section 10092.4(C)(7), above, the application must include certifications of the **Eligible Project Developer**, signed by a person authorized to legally bind the **Eligible Project Developer**, that as a for all forthcoming **Projects** that will be submitted for enrollment in the **Program** as a **Participating Project Developer**:

- (a) It provided the customer with a **Bill Impact Estimate**;
- (b) Any developer services costs were for services related to the **Project**;
- (c) It complied with all **Program** regulations, rules, and requirements;
- (d) The **Project** complied with **Program** requirements; and

(e) Any **ESMs** reported as self-installed were installed and comply with **Program** requirements.

(9) **Upon** receipt of a completed application, the **Authority** will, within ten business days, review and determine whether additional information is required, or whether the application is sufficient to permit the applicant to be a **Participating Contractor** or **Participating Project Developer** or both. The **Authority's** decision regarding enrollment will be final. The **Authority** will notify the **Eligible Contractor** or **Eligible Project Developer** of its decision.

#### (D) **Program Participation**

- (1) The **Authority** will publish the names of **Participating Contractors** and **Participating Project Developers** on its website(s).
- (2) **Participating Contractors** must maintain a license free of active discipline and notify the **Authority** within ten business days if disciplinary action has been taken against its license.
- (3) **Participating Contractors** and **Participating Project Developers** must maintain general liability insurance of at least \$2 million per occurrence throughout its enrollment with the **Program**.
- (4) On an annual basis, the **Authority** may randomly select a sample of **Participating Contractors** and **Participating Project Developers** and conduct an audit to request updated proof of insurance, pursuant to Section 10092.4(C)(7)(d).
- (5) **Participating Contractors** and **Participating Project Developers** must maintain, for a period of no less than 18 months following the **Scope of Work Completion Date**, all documentation they produced or relied on in completing the **Project** including, but not limited to, invoices, scope(s) of work, and records conveying location of installed measures within each **Eligible Property**.
  - (a) If documents are requested by the **Authority** as part of a compliance verification per Section 10092.7(D), the **Participating Contractor** and/or **Participating Project Developer** must supply the documentation.

#### (E) **Removal from the Program**

- (1) In the event that the **Authority** discovers misrepresentation or failure to comply with the requirements set forth in these regulations on the part of a **Participating Contractor** or **Participating Project Developer**, the Executive Director of the **Authority** may remove the **Participating Contractor** or **Participating Project Developer** from the Program. Upon removal of a **Participating Contractor** or **Participating Project Developer**, the Executive Director of the **Authority** will remove the contractor or project developer from the **Authority's** website and other promotional materials. The **Authority** may notify other government agencies and/or the **IOUs**.
- (2) Upon removal from the **Program**, the contractor or project developer must cease utilizing any **Program** or associated brand logos or promotional materials and must not represent themselves as affiliated with the **Program**.
- (3) The **Executive Director** will provide written notice of the removal and the right to appeal in accordance with the procedures set forth in this Section.
  - (a) Any **Participating Contractor** or **Participating Project Developer** receiving a notice of removal has the right to submit information, in writing, to the **Authority** explaining the misrepresentation or failure to comply with **Program** requirements and asking that the

**Executive Director** reconsider the removal. The **Authority** must receive such information within fifteen business days of the date of the notice of removal.

- (b) The **Executive Director** will have ten business days to respond to any information submitted pursuant to the preceding paragraph (a) of this Section, either reversing or affirming the removal. The **Executive Director** must provide written notice of the decision and the right to appeal the decision to the **Authority** pursuant to the following paragraph (c) of this Section.
- (c) Within fifteen business days of the date of the notice from the **Executive Director** pursuant to the preceding paragraph (b), the **Participating Contractor** or **Participating Project Developer** will have the right to seek an appeal to the **Authority**. The appeal must be in writing and must set forth the information the **Participating Contractor** or **Participating Project Developer** believes warrants a reversal of the **Executive Director's** decision. The **Authority** must consider the appeal at the first regularly scheduled board meeting occurring at least twenty business days after the appeal is received.

**(F) Withdrawal of Participating Project Developer**

- (1) A **Participating Project Developer** may withdraw from the **Program** after giving written notice to the **Authority**.

Authority: Section 26009, Public Resources Code  
Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
and 26040, Public Resources Code

## Section 10092.5 Eligible Financial Products

### (A) Disclosure

For all financial products, the **Finance Provider Entity** must disclose to the **Eligible Financing Customer** either:

- (1) An Annual Percentage Rate (inclusive of any fees) as well as any advance payments which the **Eligible Financing Customer** is required to pay; or
- (2) The total cost of the **Project** for the **Eligible Financing Customer** comprised of monthly payments multiplied by the number of months in the agreement plus any fees [(monthly payments \* number of months in the agreement) + fees]. Monthly payments should be inclusive of, but not limited to, equipment and installation repayment, and any charges for financing, services, maintenance or oversight of equipment.

For the purposes of this Section, **Savings-Based Payment Agreements** will satisfy the requirements set forth in the preceding paragraph with the **FPE's** provision of a good-faith estimate of the total cost of the project, based on industry-accepted methods and assumptions used to estimate energy savings, due to the fact that monthly payments will be variable under these agreements.

### (B) Other Provisions

In addition to meeting the specific definitions of either an **Eligible Lease or Eligible Equipment Financing Agreement, Eligible Loan, Eligible Service Agreement, or Eligible Savings-Based Payment Agreement** the following provisions apply to **Eligible Financing Agreements**:

- (1) Interest rates, if applicable, may be fixed or variable.
- (2) The maximum **Total Financed Amount** is \$5 million.
- (3) Refinancing agreements are acceptable only if both the original and refinancing agreements are for the same **Project** and the **Eligible Financing Agreement** is submitted for enrollment in the **Program** within 90 days of the **Scope of Work Completion Date** per Section 10092.8(A)(3).
- (4) The agreement must not be a revolving line of credit.
- (5) Fees must be reasonable and in accordance with industry standards.
- (6) **FPEs** must take a security interest in agreements with **Total Financed Amounts** greater than \$50,000.
- (7) The security interest must not be real property except for a UCC-1 fixture filing.
- (8) The **Claim-Eligible Financing Amount** of the **Enrolled Financing Agreement** must not be enrolled in a substantially similar program.
- (9) In addition to the general requirements stated above, terms and characteristics of the **Eligible Financing Agreement** must be consistent with the product(s) described by the **FPE** in its application to participate in the **Program** pursuant to Section 10092.2(C)(3) and approved by the **Authority**.

Authority: Section 26009, Public Resources Code



Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
and 26040, Public Resources Code

## Section 10092.6 Eligible Financing Customers

To participate in the **Program**, the following requirements apply to the **Eligible Commercial Financing Customer**:

- (A) The **Eligible Commercial Financing Customer** must not have filed for bankruptcy within the last five years or have any outstanding judgments or liens.
- (B) The **Finance Provider Entity** performing the **Underwriting** role described in Section 10092.2(B)(1) must conduct a credit check of the **Eligible Commercial Financing Customer** utilizing a standard industry credit scoring service. Alternatively, the **FPE** may use twelve months of the **Eligible Commercial Financing Customer's** utility bill-pay history from one of the **IOUs** to satisfy this requirement.
- (C) In addition to a **FPE's Underwriting** criteria and the requirements described in Sections 10092.6(A)-(B) above, an **Eligible Commercial Financing Customer** accessing a **Total Financed Amount** of less than or equal to \$350,000 must meet one of the following criteria:
  - (1) The **Eligible Commercial Financing Customer's** business or organization shows a positive operating profit (EBIT/EBITDA) or positive taxable income for the last two years; or
  - (2) The **Eligible Commercial Financing Customer** has been in business at least 5 years; or
  - (3) The **Eligible Commercial Financing Customer** provides a personal guarantee.
- (D) In addition to a **FPE's Underwriting** criteria and the requirements described Sections 10092.6(A)-(B) above, an **Eligible Commercial Financing Customer** accessing a **Total Financed Amount** of more than \$350,000, must meet both of the following criteria:
  - (1) The business or organization shows a positive operating profit (EBIT/EBITDA) or positive taxable income for at least two out of the last five years; and
  - (2) The debt service coverage ratio is greater than 1.10 for at least two out of the last five years.

Authority: Section 26009, Public Resources Code  
 Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
 and 26040, Public Resources Code

## Section 10092.7 Project Eligibility

### (A) General eligibility

Any **Project** receiving financing through the terms of the **Program** must comply with the following eligibility requirements:

- (1) Each **Participating Contractor** must be enrolled in the **Program** prior to that **Participating Contractor's Scope of Work Completion Date**.
- (2) Each **Participating Contractor** must supply a **Bill Impact Estimate (BIE)** to the **Eligible Commercial Financing Customer**, except if there is a **Participating Project Developer** on the **Project**, in which case the **Participating Project Developer** must supply the **BIE**.
- (3) The **Project** must have at least one **ESM** meeting the requirements described in Section 10092.7(B), below.
- (4) The cost for non-lighting measures installed utilizing the **ESM List Method**, described in Section 10092.7(B)(1) below, must not exceed \$350,000.
- (5) Each **Participating Contractor** must have the proper license(s) relevant to perform its **Scope of Work**.
- (6) The **Project** must comply with all applicable local, state and federal laws, rules, regulations, and ordinances, including, but not limited to, Title 24 of the California Code of Regulations.
- (7) All permits and approvals required to install each **Scope of Work** have been approved or are in the process of being approved.

### (B) Measure Eligibility

There are three methods by which a measure may qualify as an **Energy Savings Measure** for **Program** purposes. Each **ESM** must satisfy at least one method.

- (1) **ESM List Method** - The measure meets the criteria the **Authority** has specified on the **ESM List** as described in Section 10092.15, including that the fuel saving type (gas or electric) corresponds to **IOU** service to the **Eligible Property**.
  - (a) Any measure that qualifies for an **IOU/REN/CCA** rebate is eligible for qualification through the **ESM List Method**.
- (2) **IOU Custom Measure Method** - The measure has been approved for installation as part of an **IOU Custom** program with an **IOU Custom Approval Date** within the last twenty-four months.
- (3) **Professionally Certified Measure Method** - An **Energy Professional** certifies that installation of the measure will result in energy savings compared to existing conditions.

### (C) Self-Installers

- (1) An **Eligible Commercial Financing Customer** may install or have installed without a **Participating Contractor**:
  - (a) **Energy Saving Measures** which have been identified on the **ESM List** as eligible for self-installation; and
  - (b) **Non-ESMs**.
- (2) A **Project Developer** must be active on any **Project** with a **Self-Installer**. For any **Scope of Work** installed by a **Self-Installer**, a **Project Developer** must provide:

- (a) The data required in Section 10092.8(B)(2)(a), (d), and (e); and

**(D) Quality Assurance/Quality Control**

- (1) In order to verify that **Scopes of Work** were installed in accordance with these regulations, within one year of the **Enrollment Date** of an **Eligible Financing Agreement**, the **Authority** may conduct either:
  - (a) A review of data and documentation (desktop review);
  - (b) A field verifications at the Eligible Properties; or
  - (c) Photo verification through email.
- (2) For **Projects** with any **IOU Custom** measures, the **Authority** will not perform a field verification.
- (3) The **Authority** shall notify the **Eligible Commercial Financing Customer** at least ten business days prior to conducting a field verification.
- (4) If the **Authority** finds that a **Participating Contractor's Scope of Work** was not installed in accordance with these regulations or that the **Participating Contractor** misrepresented information related to the work, the **Authority** may remove the **Participating Contractor** from **Program** participation pursuant to the processes described in Section 10092.4(E) of these regulations and/or may notify other government entities and the IOUs.
- (5) If the **Authority** finds that a **Self-Installer's Scope of Work** was not installed in accordance with these requirements or that the **Participating Project Developer** misrepresented information related to any **Project**, the **Authority** may remove the **Participating Project Developer** from **Program** participation pursuant to the processes described in Section 10092.4(E) of these regulations and/or may notify other government entities and the **IOUs**.

Authority: Section 26009, Public Resources Code  
 Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
 and 26040, Public Resources Code

## Section 10092.8 Financing Submittal and Enrollment

### (A) Timing of Submittal and Enrollment

- (1) Once all **Scopes of Work** are completed and certified by all **Participating Contractors** and the **Eligible Commercial Financing Customer** and the **FPE** has closed the agreement with the **Eligible Commercial Financing Customer**, a complete financing submittal may be submitted for enrollment in the as described in Section 10092.8(B) below, to the **Authority**.
- (2) The **Eligible Financing Agreement** must be submitted within 90 calendar days of the last **Scope of Work Completion Date** on the **Project**.
- (3) Within ten business days of receipt of a complete set of data elements, documentation and certifications as described in Section 10092.8(B), below, for an **Eligible Financing Agreement**, the **Authority** will enroll or deny the **Eligible Financing Agreement** in the **Program** and communicate this information to the **Finance Provider Entity**.

### (B) Complete Financing Submittal Requirements

#### (1) Documentation

A complete financing submittal must include the following documentation provided to the **Authority** by the **Participating Contractor**, **Project Developer**, and/or **Finance Provider Entity**:

- (a) **IOU Service Confirmation**: The utility bills for any gas or electric service provided by any of the **Investor Owned Utilities** at the **Eligible Property(ies)**.
- (b) **IOU Custom Incentive Documentation**: A copy of the **IOU Custom** incentive approval letter or notice to proceed must be provided to the **Authority** for all **Projects** with **ESMs** which include an **IOU Custom** rebate or incentive.
- (c) **Eligible Financing Customer Data Authorizations**: A signed authorization to release information form (See Section 10092.14 for CHEEF Privacy Rights Disclosure Form).
- (d) **Invoice(s)**: The **Participating Contractor** must supply the program with a copy of the final invoice which has been or will be supplied to the customer for the contractor's **Scope of Work**.

#### (2) Data

A completed submittal includes the following data provided to the **Authority** in a format approved by the **Authority**:

- (a) Data Provided Solely by **Participating Project Developer**:
  - (i) Any fees charged by the **Participating Project Developer** and, if there are fees, a brief description of the services provided.
- (b) Data Provided Solely by the **Energy Professional**:
  - (i) Estimate of the annual kWh and/or therms of savings for each **ESM** qualifying through the **Professionally Certified Measure Method** per Section 10092.7(B)(3).
- (c) Data Provided Solely by the **Finance Provider Entity**:
  - (i) The following data related to the Project:
    - a. The amount of any **Capitalized Interest** included in the **Total Financed Amount**.

- (ii) The following data related to the **Eligible Commercial Financing Customer**:
  - a. North American Industry Classification System (NAICS) Code applicable to the business
  - b. Method by which the customer qualifies as an **Eligible Small Business Financing Customer** per Section 10092.1(W).
  - c. The number of years in business.
  - d. An indication of how the entity is organized, e.g., Sole Proprietorship, Corporation, or LLC.
  - e. The commercial credit score.
  - f. Commercial credit scoring or reporting service relied upon to calculate the commercial credit score.
  - g. For **Eligible Financing Agreements** greater than \$350,000:
    - 1. Debt Service Coverage Ratio; and
    - 2. Annual revenue
  - h. Special business characteristics if known, e.g. woman-owned, veteran-owned, or minority-owned.
- (iii) The following data related to all **Eligible Financing Agreements**:
  - a. The **Finance Provider Entity's** internal financing agreement number.
  - b. An indication as to whether the financing agreement is a **Loan; Lease or Equipment Finance Agreement; Energy Service Agreement; or a Savings-Based Payment Agreement**.
  - c. The name of the representative of the **Finance Provider Entity** who submitted the agreement to the **Authority**.
  - d. The **Total Financed Amount**.
  - e. Whether an advanced payment was required of the **Eligible Commercial Financing Customer**, and if so, the number of months covered by the payment.
  - f. Whether a security interest was taken against the financing agreement, and if so, an indication of the type of security interest taken.
  - g. Date the financing agreement funded, or is anticipated to fund.
  - h. Term of the financing agreement and its maturity date or its contractual end date.
  - i. Monthly finance agreement payment amount including principal, interest if applicable, and any maintenance, oversight and service charges.
- (iv) The following data relating to **Loans and Leases or Equipment Financing Agreements**:
  - a. Interest rate applied to the financing agreement and whether the rate is fixed or variable.
  - b. Amount of the interest rate bought down by the contractor, if applicable, expressed in basis points.
  - c. Any additional fees charged to the **Eligible Commercial Financing Customer** or contractor.
- (v) The following data related only to **Service Agreements and Savings-Based Payment Agreements**:
  - a. Monthly charges for ongoing service and maintenance related to the upkeep or performance of all installed measures.
- (d) Data Provided by either the **Participating Project Developer** or **Finance Provider Entity**:
  - (i) For Projects with **Ancillary Elements** that are **Non-ESMs**:

- a. A description and associated cost for any **Non-ESMs** installed by contractors not enrolled with the **Program**.
- b. The name and CSLB Number of the non-enrolled contractor company who installed the **Non-ESMs**.
- (ii) For **Projects** which include **Distributed Generation**:
  - a. A description and associated cost for the **Distributed Generation** measure(s) installed.
  - b. The name and CSLB number of the contractor company who installed the **Distributed Generation**.
- (e) Data Provided by either the **Participating Contractor**, **Participating Project Developer** or **Finance Provider Entity**:
  - (i) The following data related to the **Eligible Commercial Financing Customer**:
    - a. Name, e-mail address, and phone number.
    - b. Whether the customer owns the **Eligible Property** or is a tenant occupant.
    - c. **IOU** Names and account numbers for all IOU Gas and/or Electric service at each **Eligible Property**.
  - (ii) The following data related to each **Eligible Property**:
    - a. The Street Address, City, and Zip Code
    - b. Number of units or spaces or at the **Eligible Property** for which **ESM**'s were installed.
  - (iii) The following data relating to all **Energy Savings Measures (ESMs)**:
    - a. The method by which each **ESM** qualified for the **Program**.
    - b. The **ESM** category e.g. "Lighting" or "Refrigeration".
    - c. The **ESM** measure name.
    - d. A brief description including size, efficiency performance, standard material descriptions and/or specifications.
    - e. The quantity installed.
    - f. An indication of whether the **ESM** is replacing existing equipment or a new installation.
    - g. An indication of whether the installation resulted in a fuel switch for that measure.
  - (iv) The following data related to each **ESM** installed via either the **IOU Custom Method** or the **PE/CEM Method**:
    - a. The fuel for which there is expected savings as a result of installing the **ESM**.
  - (v) The following data related to each **ESM** installed via the **PE/CEM Method**:
    - a. The **Energy Professional's** name, business name, city, e-mail address and phone number.
    - b. An indication of whether the **Energy Professional** is a PE or CEM
    - c. The **Energy Professional's** Certification ID or license number, as applicable.
  - (vi) The following data related to each **Participating Contractor's Scope of Work**:
    - a. Total cost of all **ESMs** installed
    - b. Total cost and brief description of improvements which were legally and practically required to complete the **Scope of Work** not accounted for in the Total cost of **ESMs**, if applicable
    - c. Total cost and description of all **Non-ESMs** installed.
    - d. All permit number(s) issued by governmental body(ies), if applicable.

- e. An indication of whether the **Participating Contractor** or **Eligible Commercial Financing Customer** is seeking or has received a rebate or incentive from an **IOU, REN** or **CCA** for the **Scope of Work**.
  - f. The date the **Scope of Work** was completed
- (vii) The following data related to **Projects** for which the **Participating Contractor** or **Eligible Commercial Financing Customer** is seeking an **IOU/REN/CCA** rebate or incentive:
- a. The rebate or incentive amount.
  - b. The name of the **IOU/REN/CCA** issuing the rebate or incentive, the rebate or incentive name, and project identification code, if known.
  - c. Whether the rebate or incentive amount is an anticipated or actual amount.
  - d. Date that the **IOU/REN/CCA** approved the **Eligible Commercial Financing Customer's** custom measure(s).

### (3) **Certifications**

A completed financing submittal includes the following certifications provided to the **Authority**:

#### (a) **Participating Contractor Certifications**

Certification, signed by a person authorized to legally bind the **Participating Contractor**, of the following:

- (i) The **Participating Contractor** who completed the **Scope of Work** holds the relevant license(s) to perform the installation;
- (ii) All **ESMs** and **Non-ESMs** listed on the **Scope of Work** were installed and comply with **Program** requirements;
- (iii) The installation of the **ESMs** and **Non-ESMs** complies with all applicable California building standards including, but not limited to, Title 24 of the California Code of Regulations. The installation also complies with all laws, ordinances, regulations and standards applicable in the jurisdiction where the installation occurred;
- (iv) All permits and approvals required to install the **Scope of Work** have been approved or are in the process of being approved;
- (v) The **Participating Contractor** provided the **Eligible Commercial Financing Customer** with a **Bill Impact Estimate** (unless provided by a **Participating Project Developer**);
- (vi) It has reported to the **Authority** any **Distributed Generation** that was installed at the **Eligible Property(ies)**;
- (vii) It complied with all **Program** regulations, rules, and requirements; and
- (viii) All of the information provided by the **Participating Contractor** is true and correct to the best of the signatory's knowledge.

#### (b) **Project Developer Certification**

Certification from an individual authorized to legally bind the **Participating Project Developer** of the following:



- (i) All of the information provided by the **Project Developer** and **Participating Contractor** is true and correct to the best of the **Participating Project Developer's** knowledge.

(c) **Finance Provider Entity Certifications**

Certification from the **Primary Finance Provider Entity** of the following:

- (i) All data provided by the **Primary Finance Provider Entity** is true and correct to the best of its knowledge.

(d) **Eligible Commercial Financing Customer Certification**

Certification, signed by a person authorized to legally bind the **Eligible Commercial Financing Customer** of the following:

- (i) All **Scopes of Work** have been installed and completed to its satisfaction;
- (ii) It understands that the **Authority** and its directors, officers, and agents, and the **IOUs** and its directors, officers and agents, do not guarantee the performance, quality, or workmanship of any installation in the **Project**;
- (iii) The **Eligible Financing Agreement** funds were used to pay for its eligible **Project**;
- (iv) All permits and approvals required to complete the **Project** have been approved or are in the process of being approved;
- (v) The **Participating Contractor** or **Participating Project Developer** have provided the **Eligible Commercial Financing Customer** with a **Bill Impact Estimate**;
- (vi) Acknowledgement and agreement to be subject to random post-project verifications, as described in Section 10092.7(D); and
- (vii) Certification that all of the information provided by the **Eligible Commercial Financing Customer** is true and correct to the best of its knowledge.

(e) **Energy Professional Certification**

- (i) The **Energy Professional** certifies that each **Energy Saving Measure** qualifying by the **Professionally Certified Measure Method**, as described in Section 10092.7(B)(3), will save energy and its estimates of savings are true and correct to the best of its knowledge.

Authority: Section 26009, Public Resources Code  
Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
and 26040, Public Resources Code

## Section 10092.9 Credit Enhancement

### (A) Establishment of Accounts

Upon the **Authority's** acceptance of an application from a **Finance Provider Applicant** to be a **Finance provider Entity**, the **Authority** shall instruct the **Trustee** to establish a **Loss Reserve Account(s)** for the **Finance Provider Entity**. The **Loss Reserve Account(s)** will be held by the **Trustee** and will be used to:

- (1) Receive and hold **Loss Reserve Contributions** deposited by the **Authority** for the benefit of a **Finance Provider Entity**; and
- (2) Pay claims in accordance with Section 10092.10.

(B) At the **Loss Reserve Account Representative's** request, the **Authority** will establish up to three **Loss Reserve Accounts** for the **Finance Provider Entity**.

### (C) Contributions to Loss Reserve Accounts

- (1) For each of the **Finance Provider Entity's Enrolled Financing Agreements**, the **Authority** shall direct the **Trustee** to transfer a **Loss Reserve Contribution** from the **Program Holding Account** to the **Loss Reserve Account** of that **Finance Provider Entity**.
- (2) The **Loss Reserve Contribution** for each **Enrolled Financing Agreement** will be applied to the **Claim-Eligible Financed Amount** in the following manner: 20% of the first \$50,000 of claim-eligible financing and then then 5% of the next \$950,000.
- (3) If the **Primary Finance Provider Entity** notifies the **Authority** per Section 10092.2(C)(6)(e) that it determined not to fund the **Enrolled Financing Agreement**, the **Authority** will recover the **Loss Reserve Contribution** for that **Enrolled Financing Agreement** by transferring the funds back to the **Program Holding Account** and the financing agreement will be removed from the **Program**.
- (4) If the **Primary Finance Provider Entity** notifies the **Authority** per Section 10092.2(C)(6)(e) that it determined to fund less than the **Claim-Eligible Financing Amount** as reported at the time of submittal, the **Authority** will recover any excess contribution to the **Loss Reserve Account** by transferring the funds back to the **program holding account**.

### (D) Annual Rebalance

Once per fiscal year ending June 30, the **Authority** shall instruct the **Trustee** to rebalance a **Finance Provider Entity's Loss Reserve Account**, if necessary, and move funds from the **FPE's Loss Reserve Account** into the **Program Holding Account**.

### (E) Methodology

The initial rebalance amount will be the sum of the original **Loss Reserve Contributions** associated with **Enrolled Financing Agreements** that were paid off in full during the fiscal year.

- (1) If the **FPE** did not make any claims as provided under Section 10092.10 during the fiscal year, the initial rebalance amount will not be changed and the funds will be transferred from the **FPE's Loss Reserve Account** to the **Program Holding Account**.

- (2) If the **FPE** made one or more claims as provided under Section 10092.10 during the fiscal year, and the total claim amount is less than the initial rebalance amount, the final rebalance amount will equal the initial rebalance amount less the claim(s) amount.
- (3) If the **FPE** made one or more claims as provided under Section 10092.10 during the fiscal year, and the total claim amount is more than the initial rebalance amount, there will be no rebalance.

Authority: Section 26009, Public Resources Code  
Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
and 26040, Public Resources Code

## Section 10092.10 Claims

- (A) A **FPE** may submit a claim for an **Enrolled Financing Agreement** when all of the following conditions are met:
- (1) The claim is submitted within 10 years from the **Enrollment Date**;
  - (2) The **Eligible Commercial Financing Customer** has defaulted on the **Enrolled Financing Agreement** and the **FPE** has charged off some or all of the outstanding **Claim-Eligible Financed Amount**;
  - (3) The **FPE** has taken reasonable steps in accordance with industry standards to seek recoveries through liquidation of collateral and any personal guarantees, if applicable; and
  - (4) The **FPE** is in compliance with **Program** regulations including the reporting requirements in Section 10092.12.
- (B) In the event of a charge-off, the **FPE** may submit a claim for up to 90% of the **Claim-Eligible Charge-off Amount**.
- (C) Claims will be paid net of any recovery and proceeds that the **Finance Provider Entity** has obtained prior to the filing of the claim such that the **Finance Provider Entity** will recoup no more than 100% of the **Claim-Eligible Charge-Off Amount**. Unless as described in Section 10092.10(D), below, a payment for a particular claim is limited to the funds in the **Finance Provider Entity's Loss Reserve Account(s)** at the time that the claim is approved by the **Authority**.
- (D) If there are not sufficient funds in the **FPE's Loss Reserve Account** to cover 90% of the **Claim-Eligible Charge-Off Amount** at the time of a claim, the **Loss Reserve Account Representative** may ask that future contributions to the **Loss Reserve Account** (when new financings are enrolled) be paid out as part of the original claim until the end of the next annual rebalancing.
- (E) **Claim Applications**

Claim applications must be submitted by the **Loss Reserve Account Representative** to the **Authority** within one hundred eighty (180) calendar days of the date of charge-off of an **Enrolled Financing Agreement**. To make a claim, a **FPE** must be in compliance with the **Program** regulations, including the reporting requirements in Section 10092.12. The claim application must include the following information provided by the **Finance Provider Entity** in a format to be specified by the **Authority**:

- (1) The following data:
  - (a) Total Charge-Off amount and claim amount requested.
  - (b) Whether or not enforcement proceedings have commenced.
  - (c) Trustee Account number from which the Claim payment will be made.
  - (d) The Loss Reserve Payee.
- (2) If the **Enrolled Financing Agreement** is secured, a statement of whether the **FPE** has commenced enforcement proceedings;
- (3) Certification that the claim was submitted as required by Section 10092.10(A) and certification that such charge-off was made in a manner consistent with the **FPE's** usual methods for taking

- action on financing agreements which are not **Enrolled Financing Agreements** under the **Program**;
- (4) Certification that the **FPE** will comply with reporting requirements on recoveries and proceeds, as laid out in Section 10092.12(B)(8);
  - (5) Certification that all of the information provided is true and correct to the best of the signatory's knowledge; and
  - (6) The claim application must be signed by the **Loss Reserve Account Representative** and shall include the signatory's printed name, title and date.
- (F) The **Authority** will approve claims within thirty calendar days of the **Authority's** receipt of a completed and qualified claim request, provided, however, that the **Executive Director** shall be authorized to reject a claim if it is determined that any of the certifications, representations and warranties provided by the **FPE** pursuant to Section 10092.2(C)(4) - (7) and Section 10092.3(G) and (H) at the time of application to the **Program** were false, or if the **Eligible Financing Agreement** claimed upon does not conform to financing product(s) submitted in the application to participate in the **Program** per Section 10092.2(C)(3), or if the **FPE** is not in compliance with its obligations, including reporting obligations, under these regulations. The **Authority**, upon providing written notice to the **FPE**, may defer approval of claims up to an additional thirty calendar days if the **Authority** requires more information in order to determine if the claim shall be paid. Prior to authorizing a disbursement from a **Loss Reserve Account**, the **Authority** may request documentation relating to the original **Enrolled Financing Agreement**, the servicing file, and the default.
- (G) Upon approval of a claim, the **Authority** will direct the **Trustee** to disburse the approved claim amount from the **FPE's Loss Reserve Account** to the **Loss Reserve Representative** within five business days.
- (H) The **Loss Reserve Representative** may request that the **Trustee** disburse funds to a third party of its choosing. Such request to disburse funds to a third party must be made by the **Loss Reserve Representative** to the **Authority**, in writing, at the time of the submission of the claim application.
- (I) If, subsequent to the submission of a claim to the **Authority**, the **FPE** recovers from the **Eligible Small Business Financing Customer**, from liquidation of collateral, personal guarantees, or from any other source, amounts for which the **FPE** applied to have recouped from the **Authority**, the **FPE** must promptly pay to the **Authority** or its agent, for deposit in the **Program Holding Account**, the amount received, net of reasonable and customary costs of collection, that in aggregate exceeds the amount needed to fully cover the **FPE's** loss on the **Claim-Eligible Charge-Off Amount**.

Authority: Section 26009, Public Resources Code  
 Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
 and 26040, Public Resources Code

**Section 10092.11 Sale and Transfer of Enrolled Financings and Transfer of Program Roles**

- (A) A **Finance Provider Entity** may sell, transfer, or assign the **Enrolled Financing Agreement** or the associated repayments of an **Enrolled Financing Agreement** in whole or in part, or a portfolio of **Enrolled Financing Agreements**, in whole or in part. The sale must be reported to the **Authority** per Section 10092.12.
- (B) The **Primary Finance Provider Entity** and **Affiliate Finance Provider Entity** may transfer between themselves the roles of **Reporting, Loss Reserve Account Representative, and Loan Submittal** by notifying the **Authority** in writing. If the **Loan Submittal** role transfers, the entity performing the **Loan Submittal** role will become the new **Primary Finance Provider Entity**.
- (C) If the **Primary Finance Provider Entity** or **Affiliate Finance Provider Entity** wish to transfer any of the roles it has been approved to perform, and/or disclosed that it will perform, to a non-enrolled entity, the new entity must apply to the **Program** as a **Primary Finance Provider Entity** or **Affiliate Finance Provider Applicant** and be approved by the **Authority** for enrollment in the **Program**. At any time, no more than one entity may serve as **Primary Finance Provider Entity** and at any time, no more than one entity may serve as **Affiliate Finance Provider Entity** for any **Finance Provider Entity**. Once approved, the new entity must assume all of the roles filled by the departing **Finance Provider Entity**.

Authority: Section 26009, Public Resources Code  
Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
and 26040, Public Resources Code

## Section 10092.12 Reporting

- (A) The **Finance Provider Entity** must report to the **Authority**, on a monthly basis, on the status of each **Enrolled Financing Agreement** as well as on financing applications and decisions for the **Program**. The report is due to the **Authority** on the 5th day of the month, except the report will be due on the 6th day of the month if a bank holiday falls in the first week of the month.
- (B) The report must include the following data points in a format approved by the **Authority** for **Enrolled Financing Agreements**:
- (1) Whether the financing agreement is current; 30 days, 60 days, or 90 days past due; fully satisfied; or charged off.
  - (2) Any changes to the maturity date or contractual end date, payment amount, and/or interest rate.
  - (3) The current outstanding financed amount.
  - (4) Whether the financing agreement was sold, transferred, or assigned to a third party and the date of such sale, transfer, or assignment.
  - (5) If the financing agreement was sold, transferred, or assigned, the name of the purchaser, transferee, or assignee and whether the transaction was in whole or in part.
  - (6) Date(s) and amount(s) of any charge-off and whether enforcement proceedings have begun.
  - (7) Any anticipated losses and whether acceleration notices have been sent.
  - (8) Amount of any recoveries or proceeds from charged-off financings.
- (C) Once a **FPE** has reported an **Enrolled Financing Agreement** as having a zero balance, it does not need to continue reporting on that agreement in future reports.
- (D) For Savings-Based Payment Agreements where the payment amount fluctuates monthly, the Finance Provider Entity must report changes to the monthly payment amount annually, no later than February 6 for the January report.
- (E) The report must also include the number of completed applications received and the number approved for the Program during the prior month.
- (F) No later than January 15th of each year:
- (1) The **FPE** must provide a report to the **Authority** on any material changes to information or certifications provided in the initial application to participate or indicating that all statements made in the application remain materially unchanged.
  - (2) **FPE's** that are not **Financial Institutions** must also provide written evidence of current licenses and insurance.
- (G) If a **FPE** becomes subject to a cease and desist order or other regulatory sanction from the appropriate federal or state regulatory body, the **FPE** must inform the **Authority** in writing within ten business days of such action.

Authority: Section 26009, Public Resources Code  
 Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
 and 26040, Public Resources Code

## **Section 10092.13 Finance Provider Entity Termination and Withdrawal**

### **(A) Finance Provider Entity Withdrawal and Termination**

- (1) A **Finance Provider Entity** may withdraw from the **Program** after giving written notice, signed by a person authorized to legally bind the FPE to the **Authority**. Such notice must specify either:
  - (a) That the **Finance Provider Entity** waives any further interest in the **Loss Reserve Account(s)** and the reason for the **Finance Provider Entity's** withdrawal from the **Program** (including that all **Enrolled Financing Agreements** covered by the **Loss Reserve Account(s)** have been repaid or sold to a different **Finance Provider Entity's** portfolio); or,
  - (b) That the **Finance Provider Entity** will not enroll any further **Eligible Financing Agreements** under the **Program** but that the **Loss Reserve Account(s)** will continue in existence to secure all **Enrolled Financing Agreements** that were enrolled prior to such notice, and the reason for the **Finance Provider Entity's** withdrawal from the **Program**.
- (2) For any such notice received pursuant to Section 10092.13(A)(1)(a), above, the remaining balance in the **Finance Provider Entity's Loss Reserve Account(s)** will be distributed to the appropriate **Program Holding Account(s)**.
- (3) The **Executive Director** may terminate participation of a **Finance Provider Entity** in the **Program**, by notice in writing, upon the occurrence of any of the following:
  - (a) Entry of a cease and desist order, regulatory sanction, or any other action against the **Finance Provider Entity** by a regulatory agency or court with jurisdiction over the **Finance Provider Entity**;
  - (b) Failure of the **Finance Provider Entity** to abide by the Law or these regulations;
  - (c) Failure of the **Finance Provider Entity** to service or enroll any **Eligible Financing Agreements** under the **Program**, as applicable, for a period of one year;
  - (d) Failure of the **Finance Provider Entity** to report to the **Authority** pursuant to Section 10092.12 for sixty calendar days; or
  - (e) Providing false or misleading information regarding the **Finance Provider Entity** to the **Authority**, or failure to provide the **Authority** with notice of material changes in submitted information regarding the **Finance Provider Entity**.
- (4) In the event of such termination, the **Finance Provider Entity** must not enroll any further **Eligible Financing Agreements**, but all previously **Enrolled Financing Agreements** will continue to be covered by the **Loss Reserve Account(s)** until the entity is paid, claims are filed, or the **Finance Provider Entity** withdraws from the **Program** pursuant to Section 10092.13(A)(1)(a), above.
- (5) A terminated **Finance Provider Entity** must continue to report on **Enrolled Financing Agreements** pursuant to Section 10092.12.
- (6) If a terminated **Finance Provider Entity** fails to report to the **Authority** pursuant to Section 10092.12 for sixty calendar days, the remaining balance in the **Finance Provider Entity's Loss Reserve Account(s)** may be distributed to the appropriate **Program Holding Account(s)**.

Authority: Section 26009, Public Resources Code  
 Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
 and 26040, Public Resources Code



## **Section 10092.14 California Hub for Energy Efficiency Financing Privacy Rights Disclosure**

The **Eligible Commercial Financing Customer** authorizes the **Participating Contractor, Participating Project Developer, IOU(s), and Finance Provider Entity** to share information with the **Authority**, except as required by these regulations, including contact information, data on work performed and improvements installed on the **Project**, any and all **IOU** rebate data, information regarding the **Eligible Financing Agreement**, and other information relating to or arising from participation in the **Program**.

The **Eligible Commercial Financing Customer** will be required to affirm that it has read and acknowledge the following privacy rights disclosure in a format to be specified by the **Authority**:

As a result of your participation in an energy efficiency financing program, as approved by the **California Public Utilities Commission (CPUC)** and administered by the **California Alternative Energy and Advanced Transportation Financing Authority (“CAEATFA”)**, CAEATFA may come into possession of some or all of the following information:

- (a) Information disclosing the fact that you are a customer of the finance entity.
- (b) Your financing agreement or the account number associated with your financing agreement.
- (c) Your name, address, social security number, and contact information.
- (d) Your financial status and underwriting criteria including, but not limited to, credit scores.
- (e) The amount of and terms for repayment of your financing agreement.
- (f) Information regarding your financing agreement payment history.
- (g) The equipment or improvements funded with the proceeds of your financing agreement.
- (h) Utility rebate and/or incentive data including, but not limited to, rebate or incentive amount, program project name and identifier, and approval date.
- (i) The service agreement number on your utility bill, monthly energy use, and utility account payment history.
- (j) Energy savings data from your project.

The information may be provided to CAEATFA by your utility(ies) or your finance entity or a contractor or project developer acting on its behalf. The information may be combined with energy usage information provided by your utility(ies).

The information provided to CAEATFA may be released to the **Investor-Owned Utilities (IOUs)**, other state agencies, and the federal government pursuant to contracts, interagency agreements, or if required by law. The information provided to CAEATFA will be released in an anonymized form aggregated with information from other loan recipients throughout the state to make both financing and energy efficiency project performance available to the public. The information released to the public will be anonymized and aggregated to reduce (but may not eliminate) the risk of anyone viewing the data making an association between specific information and the provider of that information. Information that cannot be anonymized and aggregated will not be released to the public.

In addition to the anonymized and aggregated release of information contemplated above, CAEATFA may contact **Eligible Commercial Financing Customers** or may release individual **Eligible Commercial Financing Customer** names, addresses and phone numbers that will enable the **IOUs** or **CPUC** or individuals acting on its behalf to contact **Eligible Commercial Financing Customers**. The purpose of the release and contact will be limited to inviting **Eligible Commercial Financing Customers** to participate in surveys or to arrange visits to **Eligible Commercial Financing Customers’** homes to evaluate various aspects of the **Program**.

The officials responsible for maintaining the information provided regarding your financing agreement are program personnel at the agency or its contractors. You have the right of access to records established from the information provided to the agency as it pertains to you.

Authority: Section 26009, Public Resources Code  
Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
and 26040, Public Resources Code

### Section 10092.15 Eligible Savings Measure List

The following table designates the **Eligible Savings Measures (ESM) List** for the Program and the corresponding requirements for each measure. In any situation in which the Title 24 or any other legal requirement exceeds the requirement specified in the table, the ESM must be installed to meet the legal requirement(s).

Measure Category	Measure	Requirements	IOU Fuel Source Eligibility	Eligible for Self-Install
Agriculture	Booster and Well Pumps		Electric	No
Agriculture	Heat Recovery		Electric Gas	No
Agriculture	High Efficiency Ventilation Fans		Electric	No
Agriculture	Irrigation Pump Testing and Replacement		Electric	No
Agriculture	Plate Coolers		Electric	No
Agriculture	Sprinkler-to-Drip Irrigation		Electric	No
Agriculture	VFD on Booster and Well Pump Motor		Electric	No
Agriculture	VFD on Pump or Fan Motor		Electric	No
Appliances	Air Cleaner/Purifier	Energy Star	Electric	Yes
Appliances	Clothes Dryer (Electric)	Energy Star	Electric	Yes
Appliances	Clothes Dryer (Gas)	Energy Star	Gas	Yes
Appliances	Clothes Washer (Electric Hot Water)	Energy Star	Electric	Yes
Appliances	Clothes Washer (Gas Hot Water)	Energy Star	Gas	Yes
Appliances	Residential Dishwasher (Electric Hot Water)	Energy Star	Electric	Yes
Appliances	Residential Dishwasher (Gas Hot Water)	Energy Star	Gas	Yes
Appliances	Residential Freezer	Energy Star	Electric	Yes
Appliances	Residential Refrigerator	Energy Star	Electric	Yes
Building Envelope	Air Sealing		Electric Gas	No
Building Envelope	Attic Insulation		Electric Gas	No
Building Envelope	Cool Roof	Must be certified by Cool Roof Rating Council (CRRC)	Electric	No

Measure Category	Measure	Requirements	IOU Fuel Source Eligibility	Eligible for Self-Install
Building Envelope	Floor Insulation		Electric Gas	No
Building Envelope	Radiant Barrier		Electric	No
Building Envelope	Wall Insulation		Electric Gas	No
Building Envelope	Window Film		Electric Gas	Yes
Building Envelope	Windows		Electric Gas	No
Data Centers	Airflow Management Devices		Electric	No
Data Centers	Aisle Containment		Electric	No
Data Centers	Aisle Layout Optimization	Separate hot and cold aisles	Electric	No
Data Centers	Efficient Network Equipment	Energy Star	Electric	Yes
Data Centers	Efficient Servers	Energy Star	Electric	Yes
Data Centers	Efficient UPS	Energy Star	Electric	Yes
Data Centers	Server Consolidation		Electric	No
Data Centers	Server Virtualization		Electric	No
Data Centers	Water- or Air-side Economizers		Electric	No
Food Service	Commercial Cooking Equipment	Energy Star griddles, ovens, steam cookers, or fryers	Electric Gas	Yes
Food Service	Commercial Dishwashing Equipment	Energy Star	Electric Gas	Yes
Food Service	Hot Holding Cabinets	Energy Star	Electric	Yes
Food Service	Low Flow Pre-Rinse Spray Valve		Electric Gas	Yes
Food Service	On-demand Hand Wrap Machine		Electric	Yes
Food Service	Ventilation Hood Controls		Electric Gas	No
HVAC	Air-Source or Ground-Source Heat Pumps		Electric Gas	No
HVAC	Air-Side and Water-Side Economizers		Electric	No
HVAC	Automatic Temperature Setpoint Controls		Electric	No
HVAC	Chilled Water Outdoor Temperature Reset		Electric	No
HVAC	Chiller Optimization Controls		Electric	No
HVAC	Chiller Replacement		Electric	No
HVAC	Cold Water Booster Pump	Variable speed pump with ECM motor	Electric	No
HVAC	Compressor or Condenser		Electric	No

Measure Category	Measure	Requirements	IOU Fuel Source Eligibility	Eligible for Self-Install
HVAC	Condensate Recovery		Gas	No
HVAC	Cooling Tower Replacement or Retrofit		Electric	No
HVAC	Demand Controlled Ventilation		Electric Gas	No
HVAC	Dual Enthalpy Controls		Electric	No
HVAC	Duct Insulation		Electric Gas	No
HVAC	Duct Sealing (Existing)		Electric Gas	No
HVAC	Duct Sealing (New)		Electric Gas	No
HVAC	Energy Management System (EMS)	Replace pneumatic controls with DDC controls and SAT reset	Electric Gas	No
HVAC	Evaporative Cooling		Electric	No
HVAC	Furnace - Commercial		Gas	No
HVAC	Furnace - Residential		Gas	No
HVAC	Furnace Fan Brushless DC Motors	Brushless Permanent Magnet (BPM) or Electronically Commutated Motors (ECM) motors	Electric	No
HVAC	Gas Boilers - Commercial		Gas	No
HVAC	Gas Boilers - Residential		Gas	No
HVAC	Heat Recovery		Electric Gas	No
HVAC	Heat/Energy Recovery Ventilators		Electric Gas	No
HVAC	High Performance Circulator Pumps	Variable speed pump with ECM motor	Electric	No
HVAC	Hotel Guest Room Occupancy Temperature Controls		Electric Gas	No
HVAC	Infrared Gas Heaters		Gas	No
HVAC	Notched or Synchronous Drive Belts		Electric	Yes
HVAC	Outside Air Reduction		Electric Gas	No
HVAC	Packaged Terminal Air Conditioner (PTAC)		Electric	No
HVAC	Pipe Insulation		Electric Gas	No
HVAC	Rooftop Unit Controls	Must include VFD control of RTU supply fan speed	Electric Gas	No

Measure Category	Measure	Requirements	IOU Fuel Source Eligibility	Eligible for Self-Install
HVAC	Smart Thermostat	Programmable and communicating thermostat	Electric Gas	Yes
HVAC	Split/Mini Split Air Conditioning Unit - Commercial		Electric	No
HVAC	Split/Mini Split Air Conditioning Unit - Residential	18 SEER or above	Electric	No
HVAC	Static Pressure Reset		Electric Gas	No
HVAC	Steam Trap Audit/Replacement		Gas	No
HVAC	Variable Air Volume		Electric Gas	No
HVAC	Ventilation Fans	Energy Star	Electric	No
HVAC	VFD on Compressor Motor		Electric	No
HVAC	VFD on Pump or Fan Motor		Electric	No
Industrial	Air Receiver Tanks for Load/No Load Compressors		Electric	No
Industrial	All-Electric Injection Molding Machines		Electric	No
Industrial	Compressed Air Cycling, Desiccant, and Heat Pump Dryers		Electric	No
Industrial	Compressed Air Leak Audit and Repair		Electric	No
Industrial	Compressed Air No-Loss Drains		Electric	No
Industrial	Compressed Air Pressure Reduction		Electric	No
Industrial	Exhaust Hood Controls		Electric Gas	No
Industrial	High Performance Circulator Pumps	Variable speed pump with ECM motor	Electric	No
Industrial	Notched or Synchronous Drive Belts		Electric	Yes
Industrial	Premium Efficiency Motors	Exceed EISA 2007	Electric	No
Industrial	Process Heat Recovery		Electric Gas	No
Industrial	Process Pump		Electric	No
Industrial	SCADA Systems		Electric Gas	No
Industrial	VFD on Compressor Motor		Electric	No
Industrial	VFD on Process Pump or Fan Motor		Electric	No
Lighting	Controls: Indoor Daylight Sensors		Electric	No

Measure Category	Measure	Requirements	IOU Fuel Source Eligibility	Eligible for Self-Install
Lighting	Controls: Indoor Networked Lighting Systems	DLC qualified Networked Lighting Control	Electric	No
Lighting	Controls: Indoor Vacancy Sensors		Electric	No
Lighting	Controls: Integrated Networked Lighting Systems	DLC qualified Networked Lighting Control	Electric	No
Lighting	Controls: Integrated Vacancy + Daylight Sensors	Sensors are integral to the light fixture	Electric	No
Lighting	Controls: Integrated Vacancy Sensors	Sensors are integral to the light fixture	Electric	No
Lighting	Controls: Outdoor Networked Lighting Systems	DLC qualified Networked Lighting Control	Electric	No
Lighting	Controls: Outdoor Occupancy Sensors		Electric	No
Lighting	LED Accent/Track Light Fixtures	Energy Star	Electric	No
Lighting	LED Case Light Fixtures	DLC qualified display case, horizontal refrigerated case, or vertical refrigerated case	Electric	No
Lighting	LED Ceiling Mount and Pendant Fixtures	Energy Star	Electric	No
Lighting	LED Decorative Lamps	Energy Star screw- or pin-base candle or globe	Electric	Yes
Lighting	LED Directional Lamps	Energy Star screw- or pin-base reflector	Electric	Yes
Lighting	LED Downlight Fixtures	Energy Star hard-wired recessed, surface, or pendant mount	Electric	No
Lighting	LED Downlight Screw-base Retrofit Kits	Energy Star recessed or surface mount; screw base retrofit	Electric	Yes
Lighting	LED Four-Pin Replacement Lamps	DLC qualified vertical or horizontal lamps; UL type A	Electric	Yes
Lighting	LED General Service Lamps	Energy Star screw- or pin-base standard A-type	Electric	Yes
Lighting	LED High/Low-Bay Fixtures and Retrofit Kits	DLC qualified high-bay, low-bay, or high-bay aisle	Electric	No
Lighting	LED Interior Directional Fixtures	DLC qualified wall wash or track	Electric	No
Lighting	LED Linear Ambient Fixtures and Retrofit Kits	DLC qualified direct or indirect linear	Electric	No
Lighting	LED Linear Replacement Lamps (TLED)	DL qualified T8 or T5; 2', 4', U-bend; UL types A, B, C	Electric	Yes
Lighting	LED Mogul Screw Base Replacement Lamps - Indoor	DLC qualified high- or low-bay; UL types B or C	Electric	Yes

Measure Category	Measure	Requirements	IOU Fuel Source Eligibility	Eligible for Self-Install
Lighting	LED Mogul Screw Base Replacement Lamps - Outdoor	DLC qualified UL types B or C	Electric	Yes
Lighting	LED Outdoor Area Light Fixtures and Retrofit Kits	DLC qualified pole/arm-mounted area, decorative, wall-mounted, bollards, parking garage, canopy, flood, spot, stairwell	Electric	No
Lighting	LED Outdoor Wall, Porch, Post, and Security Light Fixtures	Energy Star wall, porch, post or security	Electric	No
Lighting	LED Street Light Fixtures and Retrofit Kits	DLC qualified pole/arm-mounted roadway	Electric	No
Lighting	LED Troffer Fixtures and Retrofit Kits	DLC qualified 2x2, 1x4, or 2x4	Electric	No
Lighting	LED Under-Cabinet and Cove Fixtures	Energy Star	Electric	No
Other	Energy Audits		Electric Gas	No
Other	Generator Circulating Block Heater		Electric	No
Other	IOU/REN/CCA Rebate - Other	Measure not elsewhere on this list for which Participating Contractor or Eligible Finance Customer seeks an IOU/REN/CCA rebate or incentive.	Electric Gas	No
Other	Plug Load Controls		Electric	Yes
Pools	Gas Pool Water Heater	Energy Star	Gas	No
Pools	Heat Pump Pool Water Heater	Energy Star	Electric	No
Pools	Pool Covers (Electric Heater)		Electric	Yes
Pools	Pool Covers (Gas Heater)		Gas	Yes
Pools	Pool Pump Motor	Energy Star	Electric	No
Pools	VFD on Pool Pump Motor		Electric	No
Refrigeration	Add Doors to Open Case		Electric	Yes
Refrigeration	Add Insulation to Refrigerant Lines or Storage Tanks		Electric	No
Refrigeration	Air Curtains		Electric	No
Refrigeration	Anti-Condensation Door/Frame Heater Control		Electric	No
Refrigeration	Auto-Close Doors for Walk-in Coolers and Freezers		Electric	No
Refrigeration	Commercial Ice Machines	Energy Star	Electric	Yes
Refrigeration	Commercial Refrigerators and Freezers	Energy Star	Electric	Yes



<b>Measure Category</b>	<b>Measure</b>	<b>Requirements</b>	<b>IOU Fuel Source Eligibility</b>	<b>Eligible for Self-Install</b>
Refrigeration	Compressor Unit		Electric	No
Refrigeration	Condensing Unit		Electric	No
Refrigeration	Evaporator Defrost Control for Freezers		Electric	No
Refrigeration	Evaporator Fan Brushless DC Motors	Brushless Permanent Magnet (BPM) or Electronically Commutated Motors (ECM) motors	Electric	No
Refrigeration	Evaporator Fan Motor Controls		Electric	No
Refrigeration	Floating Head Pressure Controls		Electric	No
Refrigeration	Low Charge Ammonia		Electric	No
Refrigeration	Low Energy Anti-Condensation Doors		Electric	No
Refrigeration	Rapid Close Doors for Refrigerated Warehouses		Electric	No
Refrigeration	Reach-in Refrigerators and Freezers	Energy Star	Electric	Yes
Refrigeration	Refrigerated Case Door Strips		Electric	No
Refrigeration	Refrigerated Case Night Cover		Electric	Yes
Refrigeration	Variable Refrigerant Flow		Electric	No
Refrigeration	Vending Machines	Energy Star	Electric	Yes
Refrigeration	VFD on Refrigeration Pump or Fan Motor		Electric	No
Water Heating	Faucet Aerator (Electric Hot Water)		Electric	Yes
Water Heating	Faucet Aerator (Gas Hot Water)		Gas	Yes
Water Heating	Faucet Laminar Flow Restrictors (Electric Hot Water)		Electric	Yes
Water Heating	Faucet Laminar Flow Restrictors (Gas Hot Water)		Gas	Yes
Water Heating	Heat Pump Water Heater	Energy Star	Electric	No
Water Heating	Low Flow Shower Heads (Electric Hot Water)		Electric	Yes
Water Heating	Low Flow Shower Heads (Gas Hot Water)		Gas	Yes
Water Heating	Ozone Laundry System (Electric Hot Water)		Electric	No
Water Heating	Ozone Laundry System (Gas Hot Water)		Gas	No
Water Heating	Shower Thermostatic Valve (Electric Hot Water)		Electric	No

<b>Measure Category</b>	<b>Measure</b>	<b>Requirements</b>	<b>IOU Fuel Source Eligibility</b>	<b>Eligible for Self-Install</b>
Water Heating	Shower Thermostatic Valve (Gas Hot Water)		Gas	No
Water Heating	Tank Insulation (Electric Hot Water)		Electric	Yes
Water Heating	Tank Insulation (Gas Hot Water)		Gas	Yes
Water Heating	Tankless Water Heater (Electric)		Electric	No
Water Heating	Tankless Water Heater (Gas)	Energy Star	Gas	No
Water Heating	Water Heater (Gas)	Energy Star	Gas	No

Authority: Section 26009, Public Resources Code  
Reference: Sections 26003(a)(3)(A), 26003(a)(6), 26003(a)(8)(A)  
and 26040, Public Resources Code