Agenda Item – 4.A
Resolution No. 26-08-4.A

CALIFORNIA ALTERNATIVE ENERGY AND ADVANCED TRANSPORTATION FINANCING AUTHORITY

Request to Approve Amendment to Grant Agreement No. EBD-24-001 Between CAEATFA and the California Energy Commission (CEC)

Board Meeting Date: Tuesday, August 18, 2026

Prepared by: *Bill Heberger, Senior Program Manager; Rob Geltner, Program Manager; Davey Ly, Program Specialist*

REQUEST

In order to continue offering financing options through the GoGreen Home program statewide, the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA or the “Authority”), through the administration of the California Hub for Energy Efficiency Financing (“CHEEF”) Programs, requests approval to implement amendments to the September 2024 Grant Agreement No. EBD-24-001 with the California Energy Commission (CEC). These amendments primarily include a reduction in the grant amount from $30 million to $20 million due to CEC budget constraints, and expansion of the program to customers of electric co-ops as well as outlining a Final Meeting and End of Agreement plan for the use of unused funds. CAEATFA and the CEC have agreed to the amendments as discussed below.

BACKGROUND

The GoGreen Home program enables Californians to finance residential energy efficiency upgrades by providing below-market interest rates for home improvement loans through participating financial institutions. The program was established by Public Utilities Commission (PUC) Decision 13-09-044 and is administered by CAEATFA and funded through an agreement with the state’s Investor-Owned-Utilities (IOUs) using rate-payer dollars.

The Budget Act of 2023, Senate Bill (SB) 101 (Chapter 12, Statutes of 2023), as amended by AB 102 (Chapter 38, Statutes of 2023), appropriated $345 million in Greenhouse Gas Reduction Funds (GGRF) to the CEC for its Equitable Building Decarbonization Program (EBDP). The CEC in turn had selected CAEATFA’s GoGreen Home program to receive originally $30 million to supplement its existing home loan program through 2029.

On September 5, 2024, CAEATFA entered into a $30 million agreement with the CEC (the “Grant Agreement”) to provide GoGreen Home financing for select electric measures available to borrowers statewide. Under the terms of the Grant Agreement, $9.9 million of the EBDP funding is earmarked for an interest rate buy-down (IRBD) campaign to serve means-tested Low-Income Households in designated Low-Income or Disadvantaged Communities (LI/DAC) per SB 535.

In July 2026, CAEATFA and the CEC underwent discussions to amend the agreement by reducing the total grant from $30 million to $20 million due to budgetary constraint concerns by the CEC. Further operational adjustments were also addressed in the agreement.

PARAMETERS

CAEATFA and the CEC have agreed to reduce the total pass-through grant total from $30,000,000 to $20,000,000 due to CEC budgetary constraints. The administrative percentage was moved from 7% to 8.5% to allow for GoGreen Home operations up to a cap of $1,700,000 on administrative costs, down from $2,100,000.

Additionally, the amendment includes a Final Meeting and End of Agreement Plan which details the options that the CEC may exercise with regard to unspent advanced funds. The amendment includes modification to the indemnification clause, expansion of electric measure coverage beyond publicly owned utilities (POUs) to include electric co-ops and smaller IOUs, and allows interest earned in the CEC holding account to be eligible for use towards program activity such as loan loss reserve (LLR contributions), IRBD disbursements, and administrative costs.

RECOMMENDATION

Staff recommends the approval of Resolution No. 26-08-4.A to amend the Grant Agreement No. EBD-24-001 as more particularly set forth and attached hereto and to authorize commencement effective immediately.

Attachments

Attachment A: Full text of Agreement No. EBD-24-001

RESOLUTION OF THE CALIFORNIA ALTERNATIVE ENERGY AND ADVANCED TRANSPORTATION FINANCING AUTHORITY TO AMEND A GRANT AGREEMENT BETWEEN CAEATFA AND THE CEC

August 18, 2026

WHEREAS, the California Alternative Energy and Advanced Transportation Financing Authority (the "Authority"), a public instrumentality of the State of California, is authorized and empowered by the provisions of the California Alternative Energy and Advanced Transportation Financing Authority Act (Division 16 (commencing with Section 26000) of the California Public Resources Code) (the "Act");

WHEREAS, Section 26011(h) of the Public Resources Code provides that the Authority is authorized to "do all things generally necessary or convenient to carry out the purposes of this division";

WHEREAS, Public Utilities Commission Decision 13-09-044 established the California Hub for Energy Efficiency Financing (CHEEF) to be administered by the Authority in partnership with the Investor Owned Utilities and the PUC;

WHEREAS, the GoGreen Home Program is implemented under the CHEEF and regulations established as CCR Title 4, Division 13, Sections 10091.1-18;

WHEREAS, the Authority entered into that certain Grant Agreement No. EBD-24-001 on September 5, 2024, with the California Energy Commission to expand GoGreen Home eligibility statewide with $30 million to benefit Californians, particularly in Low-Income households in LI/DAC communities; and

WHEREAS, the Authority and the California Energy Commission wish to amend the grant agreement to address budgetary constraint concerns and further operational adjustments as discussed at the meeting.

NOW, THEREFORE, BE IT RESOLVED by the Authority, as follows:

<u>Section 1.</u> The Authority hereby authorizes the adoption of amendments to the Grant Agreement with the CEC as more particularly described in the attachment to this resolution, to reduce grant funding from $30 million to $20 million due to budgetary constraints. This includes adjustments in budget allocation ratios to enable administrative flexibility.

<u>Section 2.</u> The Executive Director or her designee is authorized to prepare, enter into and execute the amendments to the Grant Agreement and to take any actions necessary to effectuate the purpose of this resolution.

<u>Section 3.</u> This resolution shall take effect immediately upon its approval.

Attachment A: Agreement No. EBD-24-001

STATE OF CALIFORNIA
GRANT/LOAN AMENDMENT
CEC-140 (Revised 9/21)
CALIFORNIA ENERGY COMMISSION

☒ Check here if additional pages are attached. 40 Pages

AGREEMENT NUMBER:	AMENDMENT NUMBER:
EBD-24-001	01

1. This Agreement is entered into between the State Agency and the Recipient named below:
   STATE AGENCY'S NAME
   State Energy Resources Conservation and Development Commission
   RECIPIENT'S NAME
   California Alternative Energy and Advanced Transportation Financing Authority
2. The term of this Agreement: From: 08/16/2024 To: 06/30/2029
3. The maximum amount of this Agreement after this amendment is: $20,000,000 (-$10,000,000 Amendment)
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is a Budget Reduction of $10,000,000, a Scope of Work Revision, and to modify the Terms and Conditions. Agreement EBD-24-001 approved by the Energy Commission on September 5, 2024, is amended as follows:

Exhibit A, Scope of Work (11 Pages) is attached and replaces the previously approved Exhibit A, Scope of Work (9 Pages) in its entirety.

Exhibit A-1, Schedule of Products and Due Dates (2 Pages) is attached and replaces the previously approved Exhibit A-1, Schedule of Products and Due Dates (2 Pages) in its entirety.

Exhibit A-2, Cost Allocation Methodology (6 Pages) is attached and replaces the previously approved Exhibit A-2 Cost Allocation Methodology (5 Pages) in its entirety.

Exhibit B, Budget Detail (4 Pages) is attached and replaces the previously approved Exhibit B, Budget Detail (3 Pages) in its entirety.

Exhibit C, Terms and Conditions (13 Pages) is attached and replaces the previously approved Exhibit C, Terms and Conditions (12 Pages) in its entirety.

Exhibit C-1, Eligible Measures (2 Pages) is attached and replaces the previously approved Exhibit C-1, Eligible Measures (2 Pages) Pages in its entirety.

Exhibit D, Contacts List (2 Pages) is attached and replaces the previously approved Exhibit D, Contacts List (2 Pages) Pages in its entirety.

STATE OF CALIFORNIA
GRANT/LOAN AMENDMENT
CEC-140 (Revised 9/21)

CALIFORNIA ENERGY COMMISSION

RECIPIENT	
RECIPIENT'S NAME *(If other than an individual, state whether a corporation, partnership, etc)* California Alternative Energy and Advanced Transportation Financing Authority	
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
NAME AND TITLE OF PERSON SIGNING	
ADDRESS 915 Capitol Mall Sacramento, CA 95814	

STATE OF CALIFORNIA	
AGENCY NAME State Energy Resources Conservation and Development Commission	
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
NAME AND TITLE OF PERSON SIGNING Tatyana Yakshina, Contracts, Grants, and Loans Office Manager	
ADDRESS 715 P Street, MS-18 Sacramento, CA 95814-5512	

EXHIBIT A
Scope of Work

ACRONYMS/GLOSSARY

Specific acronyms and terms used throughout this Scope of Work (SOW) are as follows:

ACRONYMS & TERMS	DEFINITION
CAEATFA	California Alternative Energy and Advanced Transportation Financing Authority
CAM	Commission Agreement Manager
CCI	California Climate Investments
CEC	California Energy Commission
EBD~~P~~ **Program**	Equitable Building Decarbonization Program
GoGreen ~~Financing~~ **Home**	GoGreen **Home** Energy Financing Program
GGRF	Greenhouse Gas Reduction Fund
IOUs	Investor-Owned Utility(ies)
IRBD	Interest Rate Buy-Down
LLR	Loan Loss Reserve
MS	Microsoft
PDF	Adobe Portable Document Format
POUs	Publicly-Owned Utility(ies)
PPP	Public Purpose Program Funds
Recipient	CAEATFA
SOW	Scope of Work

EXHIBIT A
Scope of Work

BACKGROUND

Assembly Bill 209 (Ting, Chapter 251, Statutes of 2022) directs the California Energy Commission (CEC) to develop the Equitable Building Decarbonization Program (EBD Program ~~or EBDP~~), including a direct install program and a statewide incentive program. The ~~EBDP~~ **EBD Program** is funded in part by the California Climate Investments (CCI) program. The CCI program requires that all funded projects must facilitate the achievement of greenhouse gas emission reductions and further the purposes of Assembly Bill 32 (Nunez, Global Warming Solutions Act of 2006, Chapter 488, Statutes of 2006), Senate Bill 32 (Pavley, California Global Warming Solutions Act of 2006, Chapter 249, Statutes of 2016), and related statutes. Public Resources Code section 25665.5 provides that the CEC shall establish and administer a statewide incentive program for low-carbon building technologies, which shall include coordinating with other program administrators (such as California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA)), and may integrate with or enhance other incentive programs.

CAEATFA administers the GoGreen **Home Energy** Financing Program ("GoGreen ~~Financing~~ **Home**" or "the Program"), which facilitates attractive and affordable financing for residential energy upgrades and building decarbonization. GoGreen ~~Financing~~ **Home** has historically utilized Public Purpose Program ("PPP") funds of ratepayers of **the large** Investor-Owned Utilities ("IOUs"), and financing eligibility is restricted to measures which receive fuel from a large IOU. Millions of Californians who receive electricity from Publicly-Owned Utilities (POUs), **electric co-ops, and smaller IOUs** are therefore unable to undertake significant electrification upgrades.

On August 5, 2021, the California Public Utilities Commission issued D.21-08-006 Decision Extending California Hub for Energy Efficiency Financing Programs and Conditionally Approving Use of Platform for Non-Ratepayer Funded Programs. This Decision allows for CAEATFA to incorporate non-PPP IOU ratepayer funds to expand the reach of the GoGreen Financing programs by expanding access to non-IOU customers, provided that the costs of expanded access come from corresponding non-IOU ratepayer funds.

GOALS AND/OR OBJECTIVES OF THE AGREEMENT

This pass-through grant will provide ~~$30,000,000~~**$20,000,000** to CAEATFA to make GoGreen **Home Energy** Financing accessible to borrowers who own single-family homes ~~in POU and IOU territories~~ **statewide**. This will enable CAEATFA to offer GoGreen ~~Financing~~ **Home** statewide in line with California's energy efficiency, building decarbonization, and greenhouse gas reduction goals, and to support program simplicity and uptake for participating lenders and contractors through improved uniformity of rules across utility jurisdictions. A portion of the ~~EBDP~~ **EBD Program** funds will be used to credit enhance loans through the Loan Loss Reserve (LLR) and the remaining fund will be disbursed as Interest Rate Buy-Downs (IRBDs).

EXHIBIT A
Scope of Work

GoGreen ~~Financing's~~ **Home's** LLR contributions allow the participating lenders to directly offer borrowers improved financing products with benefits such as broadened credit approvals, reduced interest rates, extended term lengths, and/or access to larger amounts to borrow.

EDBP LLR contributions shall be allocated to participating ~~lenders~~ **lenders'** LLR accounts only as eligible loans enroll in the Program and will be recaptured as eligible loan principal is paid off, per Program regulations. In the event of a customer default, LLR funds that have been allocated to the participating ~~lender's~~ **lenders'** LLR accounts may be expended to pay an approved claim to a participating lender, in accordance with GoGreen Financing regulations. ~~The LLR shall be available in POU territories exclusively for 3 years upon agreement approval with the options upon collaboration with and CAM approval to 1) allow the LLR to be available in IOU territories within the initial 3 years if the eligible loan volume is insufficient to deploy funds, or 2) allow the LLR to be available in IOU territories after the initial 3 years.~~

The LLR shall be available exclusively to customers not already served by GoGreen Home through PPP funds of the large IOUs, as described in the Background section on Page 2 of this exhibit. For a period of three (3) years following original agreement approval, the LLR will be restricted to these customers, with options—upon collaboration with and CAM approval—to: 1) allow the LLR to be available in IOU territories within the initial 3 years if the eligible loan volume is insufficient to deploy funds, or 2) allow the LLR to be available in IOU territories after the initial 3 years.

A portion of the funds will be directly disbursed as IRBDs to participating lenders that enroll eligible loans in order to reduce interest rates for borrowers. IRBDs bring down the cost of capital for borrowers, making GoGreen ~~Financing~~ **Home** more attractive and lowering costs for borrowers. IRBDs can also incentivize particular types of energy efficiency and decarbonization projects, or be targeted towards underserved borrowers. The IRBDs shall be available for loans in both POU and IOU territories.

To be eligible for LLR contributions and IRBDs, the enrolled loan must meet the requirements specified by the source(s) of funds, as determined and agreed upon by the CEC and CAEATFA.

Draft and Final Products/Reports

When creating reports, CAEATFA shall use and follow, unless otherwise instructed in writing by the CEC Commission Agreement Manger (CAM) or designated project contact, the following:

- Energy Commission Style Manual: Fourth Edition located at https://www.energy.ca.gov/sites/default/files/2021-04/CEC-180-2020-001.pdf.

The CEC typically requires submission of deliverables in an electronic format. If a hard copy deliverable is required, each final hard copy deliverable shall be delivered as one (1) original, reproducible, 8 ½" by 11", camera-ready master in black ink, unless otherwise directed by the CAM or designated project contact. Illustrations and graphs shall be sized to fit an 8 ½" by 11" page and readable if printed in black and white.

ELECTRONIC FILE FORMAT

CAEATFA shall deliver an electronic copy of the full text in a compatible version of Microsoft (MS) Word (.doc or .docx).

Unless otherwise specified by the CAM or designated project contact, the following describes the accepted formats of electronic data and documents provided to the CEC as contract deliverables and establishes the computer platforms, operating systems, and application versions that will be required to review and approve all application deliverables.

- Data sets shall be in MS Access, MS Excel, or another file format as specified by the CAM or designated project contact.
- PC-based text documents shall be in MS Word file format.
- Documents intended for public distribution shall be in Adobe Portable Document Format (PDF) file format, with the native file format provided as well.
- Project management documents shall be in a file format specified by the CAM or designated project contact.

PRIMARY TASKS

Divided into the following tasks are the major categories of work:

TASK #	TASK NAME
1	Agreement Management
2	Transfer and Management of Funds
3	Loan Loss Reserve Development
4	Interest Rate Buy-Down Development

EXHIBIT A
Scope of Work

TASK 1 – AGREEMENT MANAGEMENT

Subtask 1.1: Kick-Off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The CAM shall designate the dates and locations of the meetings and provide an agenda to the Recipient and other attendees prior to the meetings. The meetings shall not be recorded. At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom.

Recipient shall:

- Attend a "kick-off" meeting with the CAM, designated project contact, and any other CEC staff relevant to the Agreement. CAEATFA shall include its Project Manager, and other individuals designated by the CEC in this meeting.
- This meeting will include discussion of the administrative and technical aspects of this Agreement, including the timelines and progress reporting required for state Greenhouse Gas Reduction Fund (GGRF).

The CAM shall:

- Arrange the meetings including scheduling the date and time. Provide an agenda to all potential meeting participants prior to the kick-off meetings.

Recipient Products:

- Updated Schedule of Products and Due Dates

CAM Products:

- Kick-Off Meeting Agenda

Subtask 1.2: Invoices and Reconciliation Reports

The goal of this subtask is to ensure accurate and timely payment of invoices and timely reporting for work performed under the contract.

Recipient shall:

- Prepare and submit one (1) invoice for the lump-sum advance payment of 25 percent to perform work under this Agreement.

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- After 15 percent of the advanced amount has been deployed[1] as IRBDs or into LLR accounts, prepare and submit one (1) invoice for the lump-sum final payment of 75 percent to perform work under this Agreement.
- Prepare and submit reconciliation reports based on actual costs incurred **and LLR and IRBD deployed** under this Agreement.

Recipient Products:

- Invoice for 25% advance
- Invoice for remaining 75%
- Reconciliation Reports

Subtask 1.3: Progress Reporting

The goal of this subtask is to verify continued progress towards achieving the objectives of this Agreement, as well as to comply with all legislative and funding source(s) reporting requirements, including the state GGRF reporting requirements.

Recipient shall:

- Prepare and submit progress reports within fifteen (15) calendar days after each reporting period on a CAM provided template and at a frequency requested by the CAM that summarize all Agreement activities conducted for the reporting period, as well as provide all information required by CEC, including, but not limited to, reporting required by the GGRF.
- Submit project data to the CEC within fifteen (15) calendar days after each reporting period in a format provided by the CAM and at a frequency requested by the CAM to ensure that CEC is meeting its reporting requirements under the GGRF.
- Provide program metrics and data reports **needed on an occasional basis, including but not limited to energy savings data; delinquencies and charge-offs; loss reserve rebalance information,** in a format provided by the CAM upon request of the CAM and no less than within fifteen (15) calendar days ~~after each reporting period~~ **of receiving a written request.**

Recipient Products:

- Progress Reports

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[1] For purposes of this Scope of Work, deployed is when funds are expended to a lender to buy down the interest rate on a loan or placed in a lender's LLR account upon an enrollment of a loan.

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- Project Data
- Program Metrics and Data Reports

Subtask 1.4: Final Meeting and End of Agreement Planning

The goal of this subtask is to close out this Agreement and discuss end of agreement planning including how to handle any unspent or never-deployed funds.

At the end of this Agreement, CEC shall have the option to do one or more of the following:

1) **Allow CAEATFA to retain any unspent advanced funds (administrative, and/or never-deployed LLR and/or IRBD funds) for the purpose of continuing to support the GoGreen Home Program. Under this option, CEC may direct that administrative costs and expenses continue to not exceed 8.5 percent of the total advanced funds provided to CAEATFA under this Agreement. CAEATFA must continue to abide by Greenhouse Gas Reduction Fund Requirements including reporting requirements as described in Terms and Conditions Section 21.**
2) **Require CAEATFA to return to CEC unspent IRBD funds and/or never-deployed LLR funds.**
3) **With CAEATFA's concurrence, extend the Agreement term via amendment.**
4) **Any other mutually agreed-upon option.**

The Final Meeting must be completed at least 180 days prior to the term end date of this Agreement. This Final Meeting will be attended by, at a minimum, the Recipient, the CAO, and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the Final Meeting, which may be two separate meetings at the discretion of the CAM.

The technical portion of the meeting may include an assessment of the degree to which program and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement and/or amendment, if applicable, and recommendations for improvements.

Recipient shall:

- **Participate in the Final Meeting.**
- **Prepare a schedule for completing the closeout activities for this Agreement, based on the determination made within the meeting.**

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The CAM shall:

- **Confirm which end of agreement option(s) the CEC has/have selected and outline applicable next steps.**
- **Review and discuss surviving Agreement provisions, if applicable, such as CARB reporting beyond agreement end date.**
- **Indicate any final data or reporting needs.**

Recipient Products:

- **Written documentation of meeting agreements and unresolved activities**
- **Schedule for completing closeout activities**

TASK 2 –TRANSFER AND MANAGEMENT OF FUNDS

The goal of this task is to implement a process to receive CEC funds.

Recipient shall:

- Work with the CEC to identify and implement a process by which funds shall be transferred from the CEC to CAEATFA, including the funds advanced as permitted by law (an initial 25% advance, and then the remaining 75% once 15% of the original funds have been deployed).
- Establish one CEC Holding Account with its Trustee to hold funds separately from IOU PPP funds.
  - The Holding Account shall be for receiving and holding funds contributed by the CEC to fund the CEC Program Accounts ~~and Cost Account~~ when needed to provide LLR contributions, IRBD disbursements ~~and Costs and Expenses~~.
  - ~~Interest generated from funds held in the CEC Holding Account shall remain in the CEC Holding Account.~~
  - **Any interest earned in the CEC Holding Account may be used to fund additional LLR contributions, IRBD disbursements, and CAEATFA's Administrative costs and expenses as described in the Cost Allocation Methodology (Exhibit A-2).**
- Establish two CEC Program Accounts with its Trustee bank, to be used solely to:
  - Provide LLR contributions and IRBD disbursements for eligible loans made by participating GoGreen Financing lenders in accordance with the terms of this

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Agreement, GoGreen Financing Program regulations and guidance in D.21-08-006.

- Collect any interest earned on the account to be re-used as LLR contributions and IRBD disbursements.
- Recapture funds as part of the annual rebalance of participating lenders' LLR accounts, per the GoGreen Financing Program regulations.
- Collect repayments received from participating lenders' recoveries on charged-off loans.

- Establish a CEC Cost Account ~~with its Trustee bank~~ to be used solely to reimburse CAEATFA for costs and expenses incurred as the Recipient. Interest generated from the funds held in CEC Cost Account **may be used by CAEATFA for the purposes established in this agreement.** ~~shall remain in the CEC Cost Account.~~
  - Deposits into the CEC Cost Account shall come from depositing ~~seven (7)~~ **8.5** percent of each transmittal of funds from the CEC.
  - ~~Withdrawal of funds: the CEC shall authorize CAEATFA to withdraw funds from the CEC Cost Account, upon receipt of quarterly invoice Payment Requests, in an amount not to exceed seven (7) percent of the total funds provided to CAEATFA under this agreement.~~
  - **CAEATFA shall submit monthly or quarterly payment requests to the CAM. Upon CAM approval, CAEATFA shall withdraw the funds from the CEC Cost Account in an amount not to exceed 8.5 percent of the total funds provided to CAEATFA under this agreement.**
  - Withdrawn funds are to cover CAEATFA's Administrative costs and the costs of services provided by CAEATFA's vendors, as described in the Cost Allocation Methodology (Exhibit A-2).

Recipient Products:

- Establishment of CEC Holding, Program, and Cost Accounts

TASK 3 – LOAN LOSS RESERVE DEVELOPMENT

The goal of this task is to determine and implement requirements set by the source(s) of funds pertaining to loan eligibility for LLR contributions (for example, borrower eligibility, energy upgrade measure eligibility, etc.)

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Recipient shall:

- Prepare a draft Additional LLR Funding Announcement, per the GoGreen Financing regulations and based on criteria and requirements set by the CAM which are within GoGreen Financing's capacity to implement, which shall explain the eligibility requirements for LLR contributions funded by the ~~EBDP~~ **EBD Program**, such as measure or borrower eligibility criteria.
- Submit the draft Additional LLR Funding Announcement to the CAM or designated project contact for review.
- Review comments received on the draft announcement and if there are any issues with the recommended changes, discuss them with the CAM or designated project contact.
- Prepare and submit a final draft Additional LLR Funding Announcement, incorporating CAM or designated project contact comments.
- Prepare and publish the Additional LLR Funding Announcement on its Additional Funding website, as required by GoGreen Financing regulations.
- Communicate new eligibility requirements to participating GoGreen Financing lenders, contractors, and project developers.

Recipient Products:

- Draft Additional LLR Funding Announcement
- Final Additional LLR Funding Announcement
- Publication of Additional LLR Funding Announcement

TASK 4 – INTEREST RATE BUY-DOWN DEVELOPMENT

The goal of this task is to define the IRBD Concept, including eligibility requirements of the IRBD.

Recipient shall:

- Prepare a draft IRBD Concept for CEC comment, which shall explain the scope and terms of the IRBD Concept based on criteria and requirements set by the CAM which are within GoGreen Financing's capacity to implement, including project and measure eligibility criteria, buy-down amounts, and the process by which GoGreen Financing lenders can apply to receive the buy-downs.
- Document internal processes related to intaking and evaluating loans for IRBD eligibility and disbursing IRBD funds to GoGreen Financing lenders.

EXHIBIT A
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- Submit the draft IRBD Concept to the CAM or designated project contact for review.
- Review comments received on the draft IRBD Concept and if there are any issues with the recommended changes, discuss them with the CAM or designated project contact.
- Prepare and submit a final IRBD Concept, incorporating CAM or designated project contact comments.
- Prepare and publish an announcement regarding the IRBD campaign on its Additional Funding website, as required by GoGreen Financing regulations.
- Communicate IRBD campaign and eligibility requirements to participating GoGreen Financing lenders, contractors, and project developers.
- **As needed, review progress of the IRBD campaign and in collaboration with the CAM, make adjustments to the IRBD Concept, incorporating CAM or designated project contact comments.**

Recipient Products:

- Draft IRBD Concept
- Final IRBD Concept
- Publication of Additional IRBD Funding Announcement
- **Revised IRBD Concept(s)**

EXHIBIT A-1
Schedule of Products and Due Dates

Task Number	Task Name	Product	Due Date
1	**Agreement Management**		
1.1	Kick-Off Meeting	Updated Schedule of Products and Due Dates	15 calendar days after kick-off meeting
1.2	Invoices and Reconciliation Reports	Invoice for 25% advance	15 calendar days after Agreement execution
		Invoice for remaining 75%	After 15% of the Advance amount has been deployed as IRBDs or into LLR accounts
		Reconciliation Reports	As requested by CAM
1.3	Progress Reporting	Progress Reports	15 calendar days after the end of the reporting period
		Project Data	15 calendar days after the end of the reporting period
		Program Metrics and Data Reports	15 calendar days after ~~the end of the reporting period~~ **receiving a written request.**
1.4	**Final meeting and End of Agreement Planning**	**Written documentation of meeting agreements and unresolved activities**	**15 calendar days after Final Meeting**
		Schedule for completing closeout activities	**15 calendar days after Final Meeting**
2	**Transfer and Management of Funds**		
2	Transfer and Management of Funds	Establishment of CEC Holding, Program, and Cost Accounts	Date of Agreement execution + 30 calendar days
3	**Loan Loss Reserve Development**		
3	Loan Loss Reserve Development	Draft Additional LLR Funding Announcement	Date of Agreement execution + 15 calendar days
		Final Additional LLR Funding Announcement	Date of Agreement execution + 30 calendar days

EXHIBIT A-1
Schedule of Products and Due Dates

Task Number	Task Name	Product	Due Date
		Publication of Additional LLR Funding Development	Date of Agreement execution + 45 calendar days
4	**Interest Rate Buy-Down Development**		
4	Interest Rate Buy-Down Development	Draft IRBD Concept	Date of Agreement execution + 30 calendar days
		Final IRBD Concept	Date of Agreement execution + 45 calendar days
		Publication of Additional IRBD Funding Announcement	Date of Agreement execution + 60 calendar days
		Revised IRBD Concept	**As needed and/or as requested by the CAM**

Exhibit A-2
Cost Allocation Methodology

Table 1. Expense Overview by Category		
Categories of expenses	**Proposed Cost Allocation**	**Reasoning**
1. Past investment E.g. *Industry research, establishment of regulations, building website, lender and contractor recruitment, etc.*	IOU Ratepayers	These costs were incurred to set up the CHEEF and CHEEF Programs for ratepayers. Expanding the Program now does not change the fact that these costs were necessary to launch.
2. Ongoing operational costs to maintain programs "as-is" (i.e. financing for IOU-fuel measures only) E.g. *Contracts, labor, operating expense and equipment (OE&E).*	IOU Ratepayers	The CHEEF would continue to incur these costs whether or not the Program removes limit on 30% non-IOU fuel measures. If expansion of the Program leads to more projects in IOU territory, as expected, fixed operational costs would be spread over a larger volume of loans and rate-payers would experience ~~cost inefficiencies.~~ **<u>cost efficiencies.</u>**
3. Incremental cost to expand financing to include non-IOU fuel measures **A. *Start-up:*** *operational changes to allow for expanded eligibility* ***B. Ongoing****: E.g. Inspections of electric-saving measures in POU territory, review and processing of loan enrollments, credit enhancement contribution for electric measures in POU territory (Note: not an expense unless a claim payment is made)*	Non-IOU Ratepayer Source (External funding source)	These costs would *[mostly]* not be incurred by ratepayers if measure eligibility were not being expanded

Exhibit A-2
Cost Allocation Methodology

Table 2 takes a closer look at what the incremental expenses to expand financing would be. Table 2A looks at the Start-up/Development costs to remove the IOU fuel measure eligibility requirement.

Table 2: Identifying Incremental Costs for Expansion to non-IOU fuel measures		
2A. Start-up/Development costs (examples)	**Proposed Cost Allocation**	**Potential Methodology and Notes**
Contracts		
Contractor Manager: E.g. Time spent updating training materials, communicating expansion to contractors, QA set-up, building additional reporting infrastructure	Non-IOU Ratepayer Source (External funding source)	*Could be allocated by 1) actual time spent, 2) pro-rata of monthly historical charges or 3) estimate of hours*
Marketing Implementer: E.g. Updating information on gogreenfinancing.com	Non-IOU Ratepayer Source (External funding source)	*Allocated by invoiced hours including coordination with CAEATFA. (Not a CAEATFA-administered contract. SoCalGas-administered)*
CAEATFA Labor		
Operations: E.g. Updating forms and data collection and tracking, updating accounting procedures, coordination with Trustee	Non-IOU Ratepayer Source (External funding source)	*Determine a percentage of time for a # of FTEs for an estimated period*
Outreach and education: E.g. updating websites, roll-out of new rules to Lenders, updating program materials, etc.	Non-IOU Ratepayer Source (External funding source)	*Determine a percentage of time for a # of FTEs for an estimated period*

Table 2B, on the next page, looks at what the ongoing costs of running CHEEF Programs with non-IOU fuel measure eligibility with regard to both fixed and variable costs.
An "IOU fuel" measure, for the purpose of this document and for CHEEF Program eligibility means equipment that utilizes an IOU-provided fuel (e.g., an air conditioner when an IOU provides electricity) or an envelope type measure that conserves fuel provided by an IOU (e.g., attic insulation assuming that an IOU provides gas for heating).

Exhibit A-2
Cost Allocation Methodology

2B. Ongoing costs (examples)	Proposed Cost Allocation	Potential Methodology and Notes
2Bi. Fixed Costs		
Contracts		
Trustee Bank monthly fee	IOU Ratepayers	*Not an incremental expense; cost is incurred with or without expansion*
Contractor Manager ME&O, Support, Enrollment	Shared	*Determine a percentage of effort and apply pro-rata to invoiced hours or look at contractor service territory to allocate Support and Enrollment costs*
Contractor Manager monthly costs for Training and Reporting	IOU Ratepayers	*Not an incremental expense; cost is incurred without expansion*
Marketing Implementer for EBD LLR and IRBD activities	**Non-IOU Ratepayer Source** (External funding source)	***An incremental expense to support marketing and outreach to customers in non-IOU territories.***
Other Expenditures and Equipment		
Overhead	IOU Ratepayers	*Not an incremental expense until expansion requires hiring additional FTEs and more usage of office equipment, etc.*
Conferences, event sponsorships, travel	~~IOU Ratepayers for now because no events are actually planned right now. Will revisit if this changes.~~ **Shared**	*Allocated by specific conference or event expenses*
Labor		
Program, ME&O and compliance staff	~~IOU Ratepayers for now because staff regularly handle eligibility questions around IOU/POU splits. Only the actual eligibility is changing, not the workload.~~ **Shared**	*Pro-rata portion of a # of FTE(s) in each unit to support the expanded program*

Exhibit A-2
Cost Allocation Methodology

2Bii. Variable Costs		
Technical consultant Fees	Shared	*Allocated based on time billed*
Loans with only non-IOU fuel measures		
Transaction Expense Examples (per loan)		
Loan review and enrollment	Non-IOU Ratepayer Source (External funding source)	*Determine a percentage of time for a # of FTEs for an estimated period*
QA Desktop reviews (Contractor Manager)	Non-IOU Ratepayer Source (External funding source)	*Allocated based on # of loans. GoGreen Financing's current Contractor Manager charges a flat fee per Quality Assurance desktop review.*
QC Site-inspections (Contractor Manager)	Non-IOU Ratepayer Source (External funding source)	*Allocated based on # of loans. GoGreen Financing's current Contractor Manager charges a flat fee per Quality Control inspection.*
Loans with both IOU and non-IOU fuel measures		
Transaction Expense Examples (per loan)		
Loan review and enrollment	Shared	*See methodology in Table 4*
QA Desktop reviews (Contractor Manager)	Shared	*See methodology in Table 4*
QC Onsite-inspections (Contractor Manager)	Shared	*See methodology in Table 4*

Exhibit A-2
Cost Allocation Methodology

Table 3 itemizes the different types of transactions related to the credit enhancement funds.

Table 3: Credit Enhancement Management		
Encumbrance/Cost	**Proposed Cost Allocation**	**Potential Methodology and Notes**
Loss Reserve Account set-up	*Both ratepayer and non-ratepayer funds would be contributed to a lender's existing single loss reserve account(s) per methodology described below in Table 4. Maintaining distinct loss reserve accounts for the lenders between different sources of funds would drastically diminish the value of the loss reserve as risk mitigation comes from having a pool of loans.*	
Loss Reserve Contributions to Lender's Accounts (Encumbered, but not expensed funds)	Shared	*See methodology in Table 4 below*
Claims Payments (Expenses)	Shared	*Paid to a lender from their Loss Reserve Account regardless of the fuel source makeup of the underlying measures. New loans with non-IOU fuel measures should have similar risk to old loans so the risk of default is proportional to the number of loans in the portfolio. More non-IOU fuel loans in the portfolio will mean more risk of default, but also come with more $ in loss reserve contribution. As older, IOU-fuel only loans are paid off, funds are recaptured to the IOU Program account.*
Recoveries	Shared	*Recoveries on losses after claims will be repaid to the lender's loss reserve account.*
Annual Rebalance (Recapture of encumbered funds)	Shared	*The original loan loss reservation will be recouped for paid-off loans. The value of any contribution that was paid from IOU ratepayer LLR funds will be returned to the IOU ratepayer Program account and the value that was paid from non-IOU ratepayer funds will be returned to the non-ratepayer Program account.*

Exhibit A-2
Cost Allocation Methodology

Table 4: Methodology for Allocating Loan Transaction Costs and Credit Enhancement Contribution for Loans with Both IOU and non-IOU Fuel Measures	
Note that the Program currently allows 30% of the Claim-Eligible Loan Principal to support non-IOU fuel measures.	
Allocation Methodology	**Description**
1. Pro-rata for each loan/project by measure fuel source. Allocate transaction costs and loss reserve contribution directly to measure costs. CAEATFA would use non-ratepayer funds first, whenever available, to pay for the pro-rata cost corresponding to the non-IOU measures. If non-ratepayer funds aren't available, CAEATFA would revert to rate-payer funds to allow for up to 30% of loan to support non-IOU fuel measures. Allowed additional related costs (e.g. landscaping) would have to pro-rata allocated based on overall gas versus electric composition. This is the methodology preferred by the CPUC per D21.08.006.	*Most "fair" method for ratepayers or other funding source as costs for all loans are pro-rated specifically to measures and corresponding fuel source. When feasible, CAEATFA prefers this method.* *If another funding source is available, CHEEF Programs don't need to use the 30% allowance for non-IOU measures.*

Exhibit B
Budget Detail

BUDGETS, ALLOCATION OF ADMINISTRATIVE COSTS, AND MANAGEMENT OF TRUSTEE ACCOUNTS

Expense Area	Amount	# of Projects Supported
Admin (both LLR and IRBD)	$ ~~2,100,000~~ **$1,700,000**	-
LLR Contributions (~~POU territory only~~ territories not served by IOUs and PPP funds)	$ ~~18,000,000~~ **$12,000,000**	~~~14,250~~ **~8,100** projects
IRBD for standard loans (avg $20k) - POU and IOU customers	$ ~~9,400,000~~ **$5,970,000**	~~~3,500~~ **~1,385** projects
IRBD for microloans (<$5k)) - POU and IOU customers	$ ~~500,000~~ **$330,000**	~~~2,631~~ **~1,700** projects

Recipient may shift funds between LLR Contributions, IRBD for standard loans, and IRBD for microloans expense areas with CAM approval.

Recipient may shift funds from Admin to any other expense area with CAM approval. Total administrative expenditures under the agreement shall not exceed $1,700,000 or 8.5 percent of the total budget.

Exhibit B
Budget Detail

INTEREST RATE BUY-DOWN BUDGET BREAKDOWN:

Important: This is an estimate The time horizon of Interest Rate Buy-Down (IRBD) funding disbursement will depend on how the CEC and CAEATFA choose to target the funds (e.g. by Project Type, Borrower Type, etc.).

~~**Key**~~

- ~~**Start-up/Development Costs** (e.g. Staff time designing and implementing IRBD campaign(s), training lenders and contractors, updating/establishing documentation and internal processes)~~
- ~~**Ongoing Fixed Costs:** includes annual total of IRBD disbursement to lender costs; staff costs for reporting, marketing, coordination.~~
- ~~**Variable (per loan) costs:** Staff time for IRBD application intake, review and processing/disbursement (depends on IRBD volume), etc.~~

IRBD Cost estimate for standard loans	
$2,251 to $6,621 per IRBD	The amount of the buy-down will be dependent on which types of Borrowers and/or Projects the CEC and CAEATFA choose to prioritize.

IRBD Disbursements for standard loans ~~and Administrative Costs~~ (estimated)						
Year	# of IRBDs (estimate)	$ in IRBD Contributions	[redacted]	~~Start-up/Development Costs~~	~~Ongoing Fixed Costs:~~	~~Variable (per loan) costs:~~
1	150	$649,620	[redacted]	~~$60,000~~	~~$30,000~~	~~$31,500~~
2	~~250~~ **200**	$861,600	[redacted]		~~$30,000~~	~~$52,500~~
3	~~400~~ **250**	$1,077,000	[redacted]		~~$40,000~~	~~$84,000~~
4	~~700~~ **300**	$1,292,400	[redacted]		~~$40,000~~	~~$147,000~~
5	~~800~~ **485**	$2,089,380	[redacted]		~~$50,000~~	~~$168,000~~
Total	~~2,300~~ 1,385	$5,970,000	[redacted]	~~$60,000~~	~~$190,000~~	~~$483,000~~

Exhibit B
Budget Detail

LOAN LOSS RESERVE BUDGET BREAKDOWN:

Important: This is an estimate. Loan Loss Reserve costs will be changing in the coming months as CAEATFA transitions away from an external vendor for loan enrollment processing and converts to an automation-driven online tool, which will affect administrative costs associated with loan enrollment.

LLR Deployments ~~and Administrative Costs~~ (estimated)

Year	# of Loans (estimate based on current volume trends)	$ in Loss Reserve Contributions	~~Start-up/Development Costs~~	~~Ongoing Fixed Costs:~~	~~Variable (per loan) costs:~~
1	350	$ 441,851	~~$40,000~~	~~$30,000~~	~~$22,093~~
2	~~900~~ 700	$ ~~1,136,187~~ $ 1,800,000		~~$30,000~~	~~$56,809~~
3	~~1,500~~ 1,400	~~$ 1,893,645~~ $ 2,600,000		~~$40,000~~	~~$ 94,682~~
4	~~2,000~~ 2,500	~~$ 2,524,860~~ $ 3,700,000		~~$40,000~~	~~$126,243~~
5	~~2,500~~ 3,150	~~$ 3,156,075~~ $ 3,900,000		~~$50,000~~	~~$157,804~~
~~6~~	~~3,000~~	~~$ 3,787,290~~		~~$50,000~~	~~$189,365~~
~~7~~	~~4,000~~	~~$ 5,049,720~~		~~$60,000~~	~~$252,486~~
Totals	~~14,250~~ 8,100	$ ~~17,989,628~~ $ 12,000,000	~~$40,000~~	~~$300,000~~	~~$899,481~~

Exhibit B
Budget Detail

ADMINSTRATIVE COSTS BUDGET BREAKDOWN:

Important: This is an estimate. Costs may shift as program implementation progresses. Administrative costs are further described in Exhibit A-2.

Key

- **Start-up/Development Costs (e.g. Staff time designing and implementing IRBD campaign(s), training lenders and contractors, updating/establishing documentation and internal processes)**
- **Ongoing Fixed Costs: includes annual total of IRBD disbursement-to-lender costs; staff costs for reporting, marketing, coordination.**
- **Variable (per loan) costs: Staff time for IRBD application intake, review and processing/disbursement (depends on IRBD volume), etc.**

	Administrative Costs (estimated)			
Year	**Total Administrative Costs**	**Start-up/Development Costs**	**Ongoing Fixed Costs**	**Variable Costs**
1	210,000	$ 100,000	$60,000	$50,000
2	230,000	$60,000	$60,000	$110,000
3	380,000	$0	$60,000	$340,000
4	420,000	$0	$60,000	$380,000
5	460,000	$0	$60,000	$420,000
Totals	$1,700,000			

EXHIBIT C
Terms and Conditions

EQUITABLE BUILDING DECARBONIZATION INCENTIVE PROGRAM (GOGREEN) TERMS AND CONDITIONS

1. Background and Authority for this Grant

This project is being funded with a grant from the California Energy Commission's (CEC) Equitable Building Decarbonization Program. The Equitable Building Decarbonization Program is funded in part by the California Climate Investments[1] program, and is subject to the laws enacted for the administration of auction proceeds deposited into the Greenhouse Gas Reduction Fund, including without limitation: AB 109 (Chapter 249, Statutes of 2017); Health and Safety Code section 39710 et. seq.; and Government Code sections 16428.8 – 16428.95, including any amendments to these sections.

Under this Agreement, the Recipient shall develop and implement the Equitable Building Decarbonization **(EBD) Statewide** Incentive Program **by** enhancing **the** GoGreen **Home Energy Financing Program** ~~(GoGreen~~ **(GoGreen Home). The EBD Statewide Incentive Program** ~~, which~~ is a block grant program and governed by California Public Resources Code section 25665.5. Exhibit C-1 to this Exhibit C contains a list of measures eligible for financing under this Agreement. Upon execution of this Agreement, Recipient only has authority to spend up to ~~$2,100,000~~ **$1,700,000** in administrative costs, not to exceed ~~7%~~ **8.5%** of the total budget. Recipient shall only be authorized to spend more than the existing ~~$2,100,000~~ **$1,700,000** in administrative costs upon execution of an amendment to this Agreement that authorizes the Recipient to spend more funds.

The Recipient, as implementer of the Equitable Building Decarbonization Incentive Program enhancing GoGreen, is a conduit of the funds that will be awarded to facilitate Borrower access to affordable financing via Loan Loss Reserve (LLR) contributions and Interest Rate Buy Downs (IRBD) deployed on behalf of lenders, as more particularly described in Exhibit A. The grant funds do not result in the performance of services for the enrolled GoGreen Home Contractors, lenders, or borrowers (collectively Beneficiary(ies)), or subcontractors by the CEC, but the CEC is a real party in interest to the agreements or arrangements between the Recipient and Beneficiary(ies)). The CEC will not take title to equipment acquired by the Beneficiary(ies); and the performance under the LLR or IRBD Arrangement are not controlled by the CEC. The Beneficiary(ies) are being provided assistance to carry out their own projects and are not providing services to the CEC or Recipient. The LLR and IRBD funds directly benefit each Beneficiary(ies)' project. The products produced by the Recipient are a by-product of the main purpose of the block grant. The products are used to monitor the use of grant funds and do not result in a service to the CEC.

This Agreement is comprised of the grant funding award, these Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The CEC may impose additional special conditions in this grant Agreement that address the unique

[1] California Climate Investments is a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.

EXHIBIT C
Terms and Conditions

circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the CEC's Grants and Loans Office within 30 days of receipt. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the CEC and the Recipient. Project means Recipient's specific project that is funded in whole by this Agreement. The Recipient's project will coincide with the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The CEC cannot authorize any payments until all parties sign this Agreement.

2. **Documents Incorporated by Reference and Priority**

Incorporated by reference into this agreement are the following documents:

California Air Resources Board Documents

a. California Air Resources Board, Funding Guidelines for Agencies that Administer California Climate Investments, www.arb.ca.gov/cci-fundingguidelines

Nondiscrimination

b. 2 California Code of Regulations (CCR), section 11099 et seq.: Contractor Nondiscrimination and Compliance.

General Laws

c. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement.

3. **Budget, Invoices, and Payments**

a) The CEC is only obligated to reimburse the Recipient for paid costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) not more than this Agreement's budget; and (4) reasonable, actual, and allowable expenses under this Agreement.

b) Recipient acknowledges that the funds under this Agreement have a liquidation date of ~~June 30, 2029~~ **June 30, 2028**, **unless extended**, a legal timeframe after which the CEC has no authority to pay the funds. In addition, it takes the CEC administrative time to review, approve, work with the Recipient to correct any errors in, and request the State Controller's Office to pay invoices. Accordingly, Recipient acknowledges that if it does not submit accurate invoices by ~~March 30, 2029~~ **March 30, 2028**, for all amounts due under the Agreement, it risks not receiving payment, and relinquishes all rights to such payments should the CEC not pay it by the liquidation date. Recipient acknowledges that time is of the essence in invoicing by ~~March 30, 2029~~ **March 30, 2028**, for all amounts due under this Agreement.

EXHIBIT C
Terms and Conditions

c) The Recipient may request payment from the Energy Commission at any time during the term of this Agreement, but no more frequently than monthly. ~~Recipient must use the CAM-provided template invoice spreadsheet.~~ **Recipient must use an invoice spreadsheet approved by the CAM.**

d) If invoicing for in-house staff time, the template invoice spreadsheet must identify the employee's name, hours worked, and billing rate to be included as a reimbursable expense.

e) Unallowable costs include:
- Any costs incurred or activities conducted prior to entering into a grant agreement with the Energy Commission or incurred after the grant agreement has ended.
- Typically excluded items such as food and beverages.
- Advertising costs **not related to GoGreen Home Program marketing.**
- Fines and penalties.
- Permit processing fees charged by operator of an online platform.
- All other costs not identified as allowable.
- Unreasonable amounts or rates.

f) Advance funds for incentives

This Agreement is for the Recipient to administer a block grant program. Under Public Resources Code section 25661(b) the CEC has authority to advance up to 25% of the clean energy program moneys allocated to recipients of a financial incentive, and Public Resources Code section 25660(c) confers block grant authority.

Under this Agreement, the Recipient can request but is not guaranteed to receive advance funds for incentives. ~~Funds will not be advanced for other project expenditures.~~ It is solely within the CEC's discretion to allow advance funds. Because the CEC earns interest on the funds in its accounts, the CEC can lose interest if it advances funds long before Recipient actually pays out the funds (i.e., the funds sit in Recipient's account instead of the CEC's interest-earning account). The Recipient shall establish a separate ledger account or fund for receipt and disbursement of advance funds under this Agreement.

Accordingly, the Recipient, if allowed to receive advance funds for incentives, shall take reasonable efforts to minimize the time between receiving advance funds and paying them out. The CEC can request at any time that the Recipient repay to the CEC any funds advanced to Recipient that the Recipient has not paid out, and the Recipient shall repay the unspent advanced funds within 90 days of receiving the CEC's request.

4. Certification

By signing this Agreement, Recipient hereby certifies that all funds received pursuant to this Agreement shall be spent exclusively for its GoGreen project in compliance with this

EXHIBIT C
Terms and Conditions

Agreement. The Recipient further certifies that it shall comply with all applicable laws in performing this Agreement.

5. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

6. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply and will ensure its subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements of the Act.

7. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the CEC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

EXHIBIT C
Terms and Conditions

8. **Accounting and Audit**

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the Agreement. The Recipient agrees that the CEC, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after the Agreement ends in any way. The Recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Recipient agrees to include a similar right of the CEC, the Bureau of State Audits, or their designated representative, to audit records and interview staff in any subcontract related to performance of this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 16. Access to Sites and Records.

9. **Public Works**

Generally Required by Law

Projects that receive an award of public funds from the CEC often involve construction, alteration, demolition, installation, repair, or maintenance work over $1,000.

NOTE: Projects that receive an award of public funds from the CEC are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with section 1720 and Title 8, CCR, Chapter 8, Subchapter 3, commencing with section 16000.

Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage as applicable.

NOTE: Only the DIR and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage, if applicable. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this project contain the above terms regarding payment of prevailing wages on public works projects, if applicable. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the CEC and hold the CEC harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget and subcontractors' budgets on public works projects must indicate which job classifications are subject to prevailing wage, if applicable. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the DIR or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the CEC on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages.

10. Intellectual Property

As between the Recipient and the CEC, the Recipient owns all intellectual property it or its subcontractors create under this Agreement. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce all intellectual property, such as the products identified in Section 2. above, for governmental purposes the Recipient or its subcontractors create under this agreement. The Recipient shall include a provision securing these rights for the CEC in all of its subcontractor agreements related to performance of this Agreement.

11. Amendment

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both the Recipient and CEC.

EXHIBIT C
Terms and Conditions

12. **Governing Law**

This Agreement is governed by the laws of the State of California as to interpretation and performance.

13. **Independent Capacity**

In the performance of this Agreement, Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the CEC.

14. **Severability**

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

15. **Waiver**

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

16. **Access to Sites and Records**

The Recipient shall provide during the Agreement and for at least 3 years after the Agreement ends in any way to the CEC or its representatives reasonable access to all project sites and to all records related to this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 8. Accounting and Audit.

17. **Termination Without Cause**

This Agreement may be canceled at any time by either party, upon ninety (90) days written notice to the other party.

a. In the case of early termination, the performing agency will submit one (1) original and one (1) copy of the invoice covering services to termination date, following the invoice requirements of this Agreement.

b. Upon receipt of the invoice, a final payment will be made to the Recipient. This payment shall be for all CEC-approved costs incurred.

c. In the event of a termination without cause, the Recipient shall return to the CEC any unspent advanced payments within 90 days.

EXHIBIT C
Terms and Conditions

Each party will use all reasonable efforts to mitigate its expenses and obligations. **The CEC will make best efforts to provide additional notice of early termination. Additionally, the CEC will coordinate with the Recipient such that the Recipient is able to retain adequate advanced payments for LLR contributions and IRBD disbursements to support projects for which lenders have received loan applications at the time the CEC provides written notice of early termination.**

18. Survival of Terms

The following terms survive this Agreement no matter how the agreement ends, such as by its own terms or via termination:

- 8. Accounting and Audit
- 9. Public Works
- 10. Intellectual Property
- 12. Governing Law
- 14. Severability
- 15. Waiver
- 16. Access to Sites and Records
- **21. Greenhouse Gas Reduction Fund Requirements**

19. Air or Water Pollution Violation

Under the State laws, the Recipient shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

20. Products

Acknowledgement of Climate Change Investments

Recipients shall acknowledge Climate Change Investments Program as the source of project funds, in any publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language is:

> **The Equitable Building Decarbonization Incentive Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas (GHG) emissions, strengthening the economy, and improving public health and the environment – particularly in Priority populations. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission**

vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting priority populations across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

The Recipient is encouraged to display the California Climate Investment logo on equipment and signage to acknowledge the funding source.

Guidance on California Climate Investment logo usage, signage guidelines, and high resolution files are contained in a style guide available at: http://www.caclimateinvestments.ca.gov/logo-graphics-request/.

21. Greenhouse Gas Reduction Fund Requirements

a. This Agreement is funded by the Greenhouse Gas Reduction Fund created pursuant to Government Code section 16428.8. This Agreement is subject to and Recipient shall comply with the provisions of the laws enacted for spending of auction proceeds deposited into the Greenhouse Gas Reduction Fund, including without limitation: Health and Safety Code Section 39710 et. seq.; Government Code section 16428.8 – 16428.95, including any amendments to these sections.

b. Reporting

Recipients of GGRF funds must submit reports on expenditures, investment benefits, and project outcomes, per CARB guidance. Recipient shall provide quarterly reports on all projects – during the term of this Agreement and for a period specified by CARB to meet project outcome reporting requirements **which may extend beyond the term of this agreement.**

Recipients of GGRF are is subject to the GGRF reporting requirements as detailed in the ~~2018 California Climate Investments Funding Guidelines (ww2.arb.ca.gov/sites/default/files/auction-proceeds/2018-funding-guidelines.pdf)~~ **2024 California Climate Investments Funding Guidelines (https://ww2.arb.ca.gov/sites/default/files/auction-proceeds/2024-CCIFundingGuidelines-FINAL-2.11.25.pdf). The GGRF reporting requirements are subject to change.** Recipient must submit reports per CARB guidance during the term of this Agreement and for a period specified by CARB to meet project outcome reporting requirements.

22. Confidential Recipient Information

a. Identification of Confidential Recipient Information

(1) For the purposes of this Section, "Confidential Recipient Information" refers to information belonging to the Recipient that the Recipient has satisfactorily identified as confidential and the CEC has agreed to designate as confidential under Title 20 CCR section 2505.

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(2) Prior to the effective date of this Agreement, the Recipient will identify all products (or information contained within products) it considers Confidential Recipient Information, and provide the legal basis for confidentiality, in Exhibit C-2 to this Exhibit. If the CEC agrees the information is confidential, it will not disclose it except as provided in subsection (b).

(3) During the Agreement, if the Recipient obtains or develops additional products (or information contained within products) not originally identified as Confidential Recipient Information in Exhibit C-2 to this Exhibit, the Recipient will follow the procedures for a request for designation of confidential information as specified in Title 20 CCR section 2505.

The CEC's Executive Director will make the confidentiality determination. Such subsequent determinations may be added to the list of confidential deliverables in the Exhibit C-2 to this Exhibit. The CEC will not disclose information subject to an application for confidential designation except as provided in subsection (b).

(4) When submitting products containing Confidential Recipient Information, the Recipient will mark each page of any document containing Confidential Recipient Information as "confidential" and present it in a sealed package to the Contracts, Grants, and Loans Office.

The CAM may require the Recipient to submit a non-confidential version of the product if it is feasible to separate the Confidential Recipient Information from the non-confidential information. The Recipient is not required to submit such products in a sealed package.

b. Disclosure of Confidential Recipient Information

The CEC will only disclose Confidential Recipient Information under the circumstances specified in Title 20 CCR sections 2506, 2507, and 2508. All Confidential Recipient Information that is legally disclosed by the Recipient or any other entity will become a public record and will no longer be subject to the CEC's confidentiality designation.

c. Waiver of Consequential Damages

In no event will the CEC or the state of California be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory for the disclosure of the Confidential Recipient Information, even if the CEC has been advised of the possibility of such damages.

Damages that the CEC and the state of California will not be responsible for include but are not limited to lost profit; lost savings or revenue; lost goodwill; lost use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including customers; and injury to property.

d. Limitations on the Disclosure of Products

During the Agreement, the Recipient, subcontractors, any lower-tiered level of sub-subcontractors, and Vendors must receive written approval from the CAM prior to disclosing the contents of any draft product to a third party. However, if the CEC makes a public statement about the content of any product provided by the Recipient and the Recipient believes the statement is incorrect, the Recipient may state publicly what it believes is correct.

23. Receipt of Confidential Information and Personal Information

For the purposes of this Section, "confidential information" refers to information the CEC has designated as confidential pursuant to Title 20 CCR section 2505 *et seq.*, information the CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.

For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.

For the purposes of this Section, "special terms for confidential information" refers to the CEC's special terms and conditions for the receipt of confidential information and personal information. The CEC's special terms for confidential information include, but are not limited to, having in place an Information Security Program Plan, and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information.

If the Recipient will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the Recipient must first agree to and comply with the CEC's special terms for confidential information.

If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, Borrowers, vendors, and other project partners, will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, that individual or entity must first agree to and comply with the CEC's special terms for confidential information. The Recipient must flow-down the CEC's special terms for confidential information into each subcontract, Incentive Agreement, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, Borrowers, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.

EXHIBIT C
Terms and Conditions

If this Agreement does not include the CEC's special terms for confidential information and CEC determines the Recipient or any other individual or entity participating in any way with this Agreement will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the CEC reserves the option to amend this Agreement to add its special terms for confidential information.

Except as provided in Title 20 CCR sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, Recipient or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the CEC or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

24. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Recipient advance written notice of such termination, allowing the Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the CEC.

25. Workers' Compensation Insurance

If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

26. Indemnification

~~To the extent allowed by law, Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient, the CEC, and to any and all contractors, subcontractors, Borrowers, vendors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.~~

~~This includes repayment to CEC for funds advanced which were not spent, either by the Recipient or a subcontractor, in accordance with the terms of this Agreement~~

EXHIBIT C
Terms and Conditions

To the extent allowed by law, Recipient agrees to indemnify, defend, and save harmless CEC from any and all claims and losses accruing or resulting to the CEC in connection with the performance of this Agreement, other than those arising from the CEC's negligence or breach of its own obligations under the Agreement. This includes repayment to CEC for funds advanced which were not spent, either by the Recipient or a subcontractor, in accordance with the terms of this Agreement.

27. Stop Work

CEC staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

a. Compliance. Upon receipt of such a stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the CEC.

b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from CEC staff.

28. Budget Contingency

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CEC shall have no liability to pay any funds whatsoever to Recipient or to furnish any other considerations under this Agreement and Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CEC shall have the option to either cancel this Agreement with no liability occurring to the CEC, or offer an agreement amendment to Recipient to reflect the reduced amount.

Exhibit C-1
Eligible Measures

Only the measures listed below are eligible for the Equitable Building Decarbonization Program funds. The CEC may choose to add or remove measures from this list and/or to establish additional eligibility requirements for Loan Loss Reserve and/or Interest Rate Buy-Down projects through Scope of Work Tasks 3 and 4.

GoGreen Measure ID	GoGreen Measure Name | Program Requirements
	Appliance Measures
AP-ACLN	Air Cleaner/Purifier | ENERGY STAR
AP-DRYE	Clothes Dryer (Electric) | ENERGY STAR
AP-DRYH	Clothes Dryer with Heat Pump (Electric) | ENERGY STAR
AP-FREZ	Freezer | ENERGY STAR
AP-INDU	Induction Range or Cooktop | ENERGY STAR
AP-RHDA	Range Hood | ENERGY STAR
AP-FRIG	Refrigerator | ENERGY STAR
	Building Envelope Measures
BE-AIRS	**Air Sealing – Whole Building | This measure may trigger combustion appliance safety testing.**
BE-INSA	**Attic Insulation | Must meet the standards specific to the climate zone**
BE-INSF	**Floor Insulation | Must meet the standards specific to the climate zone**
BE-INSS	**Insulated Siding | Siding panels with rigid foam insulation backing**
BE-INSW	**Wall Insulation | Must meet the standards specific to the climate zone**
BE-RADB	**Radiant Barrier (Cooling) | Installed in the attic per manufacturer installation requirements**
BE-RADC	Heat Reflective Coating | Product must have solar reflectance ≥ 0.5 as tested to ASTM C1549-16
BE-WCEX	Window Coverings: Exterior | Must be attached to the building structure. Eligible: solar screens, roller shade/shutters, louvered shutters, and awnings.
	Clean Energy Measures
CE-SOBT	Solar Photovoltaic + Battery Storage (must be installed together)
CE-BATT	Battery Storage Expansion (Must be paired with an existing solar photovoltaic system)
TR-EVCH	EV Chargers (must be ENERGYSTAR rated and capable of internet connectivity for grid interconnection)
	Demand Response Measures

Exhibit C-1
Eligible Measures

DR-TESS	Thermal Energy Storage (TES) System | Must be used to shift energy usage to an off-peak time period on a recurring basis, referred to as permanent load shifting (PLS)
	HVAC Measures
HV-DUCI	**Duct Insulation | Must meet the standards specific to the climate zone**
HV-DUCX	**Duct Sealing (Existing) | This measure may trigger combustion appliance safety testing.**
HV-DUCR	**Duct Sealing (New) | This measure may trigger combustion appliance safety testing.**
HV-DUCT	**Duct Sizing or Optimization | This measure may trigger combustion appliance safety testing.**
HV-HPMP	Heat Pump | Split or packaged system | ENERGY STAR
HV-MSHP	Mini Split with Heat Pump | 18 SEER or greater | ENERGY STAR
HV-SMRT	**Smart Thermostat | Must be programmable through a user interface and capable of two-way communication of data to a location outside the home**
HV-VFEN	Ventilation Fan | ENERGY STAR, bathroom or in-line
HV-HFAN	Whole House Fan
	Lighting Measures
LI-LEDL	LED Lighting | LED lighting bulbs and fixtures. Must be ENERGY STAR certified. Recessed light fixtures in insulated ceilings must be rated ICAT (insulation contact air tight).
LI-TAPE	LED Tape Lighting
	Pool Product Measures
PP-COVE	Pool Cover (Electric Heater)
PP-MOTR	Pool Pump Motor | ENERGY STAR
	Water Heating Measures
WH-HP55	Heat Pump Water Heater | ENERGY STAR
WH-SOWH	Solar Thermal Water Heater | ENERGY STAR
	Other Measures
OT-SEMS	Smart Home Energy Management System | ENERGY STAR

EXHIBIT D
CONTACT LIST

California Energy Commission	Recipient
Commission Agreement Manager: Jacob Wahlgren California Energy Commission 715 P Street Sacramento, CA 95814 Phone: (916) 954-3746 e-mail: jacob.wahlgren@energy.ca.gov	**Project Manager:** Bill Heberger CAEATFA 915 Capitol Mall Sacramento, CA 95814 Phone: (916) 653-2511 e-mail: bill.heberger@treasurer.ca.gov
Commission Agreement Officer: California Energy Commission 715 P Street Sacramento, CA 95814	**Administrator:** Bill Heberger CAEATFA 915 Capitol Mall Sacramento, CA 95814 Phone: (916) 653-2511 e-mail: bill.heberger@treasurer.ca.gov GoGreen Manager CAEATFA 915 Capitol Mall Sacramento, CA 95814 Phone: (916) 651-8157 e-mail: caeatfa@treasurer.ca.gov
Invoices, Progress Reports and Non-Confidential Deliverables to: California Energy Commission Accounting Officer 715 P Street MS-2 Sacramento, CA 95814 Email PDF of Payment Request invoice packet to: invoices@energy.ca.gov	**Accounting Officer:** Chor Vue CAEATFA 915 Capitol Mall Sacramento, CA 95814 Phone: (916) 651-3756 e-mail: chor.vue@treasurer.ca.gov

EXHIBIT D
CONTACT LIST

Legal Notices:	Recipient Legal Notices:
Tatyana Yakshina Grants Manager California Energy Commission 715 P Street, MS-18 Sacramento, CA 95814 Phone: (916) 827-9294 e-mail: tatyana.yakshina@energy.ca.gov	Bill Heberger CAEATFA 915 Capitol Mall Sacramento, CA 95814 Phone: (916) 653-2511 e-mail: bill.heberger@treasurer.ca.gov GoGreen Manager CAEATFA 915 Capitol Mall Sacramento, CA 95814 Phone: (916) 651-8157 e-mail: caeatfa@treasurer.ca.gov