

Renewable Funding, LLC
1746 Broadway
Oakland, California 94612

For purposes of this Contract, all notices to Contractor shall be addressed as follows:

City Manager
City of Berkeley
2180 Milvia Street
Berkeley, California 94704

c. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Contract and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Contract, all notices to City shall be addressed as follows:

a. This Contract shall begin on the Effective Date and end on the twenty-first monthly anniversary of the Effective Date, which is the expected duration of the pilot phase of the Berkeley FIRST program (the "Pilot Phase").
b. Either party may terminate this Contract for default upon five (5) days' written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Contract in a timely manner. City may terminate this Contract upon termination of the Purchase Contract dated September 24, 2008 between the City and Contractor relating to issuance of bonds for the Berkeley FIRST program. Except as provided in this Contract, in no event shall City be liable for costs incurred by or on behalf of Contractor after the effective date of a notice of termination.

3. TERM

For services referred to in Section 1, Contractor will be compensated in the form of a \$25 reservation fee to be paid by property owners in the City that have been approved for financing under the Berkeley FIRST program.

2. PAYMENT

Contractor agrees to perform all services described in Exhibit A, in accordance with its stated terms and conditions. Exhibit A is attached to and made a part of this Contract.

1. SCOPE OF SERVICES

THIS CONTRACT is entered into on September 24, 2008 (the "Effective Date") between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and RENEWABLE FUNDING, LLC ("Contractor"), a limited liability company doing business at 1746 Broadway, Oakland, California 94612, who agree as follows:

PERSONAL SERVICES CONTRACT

Department Address: 2120 Milvia St. Berkeley, California 94704

Department Name: Planning Department, OESD
CMS# NWZ6V

d. Contractor shall forward all insurance documents to:
form and sufficiency by the Contract Administrator.
right of subrogation against City to the extent permitted by law; and 3) shall be approved as to
(30) days written notice to the City's Contract Administrator; 2) provide for a waiver of any
terminate or otherwise modify the terms and conditions of said insurance except upon thirty
workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel,
employer's liability insurance and shall provide a certificate of insurance to the City. The
c. If Contractor employs any person, it shall carry workers' compensation and

period of not less than five years. Coverage shall also provide for a retroactive date of
placement coinciding with the effective date of this Contract.
b. If the commercial general liability insurance referred to above is written on a
Claims Made Form then, following termination of this Contract, coverage shall survive for a

All insurance policies shall: 1) provide that the insurance carrier shall not cancel,
terminate or otherwise modify the terms and conditions of said policies except upon thirty (30)
days written notice to the City's Contract Administrator; 2) be evidenced by the original
Certificate of Insurance, specifying the required coverage and the insurance carrier's standard
additional insured form endorsement; and 3) be approved as to form and sufficiency by the
City's Contract Administrator. The original insurance certificates and all extensions to the
insurance certificates should be sent to the address identified below and include the CMS#.

a. Contractor shall maintain at all times during the performance of this Contract
a commercial general liability insurance policy with a minimum occurrence coverage in the
amount of \$1,000,000 (one-million dollars); an automobile liability insurance policy in the
minimum amount of \$500,000 (five-hundred thousand dollars). All insurance shall name the
City, its officers, agents, volunteers and employees as additional insureds and shall provide
primary coverage with respect to the City.

INSURANCE

b. City, for itself and its heirs, successors and assigns, agrees to release,
defend, indemnify and hold harmless Contractor, its officers, agents, volunteers and employees
from and against any and all claims, demands, liability, damages, lawsuits or other actions,
including, but not limited to, personal injury or death or property damage arising out of or in
any way connected with City's operations under this Contract, or with the performance of this
Contract by City or its officers, employees, partners, directors, subcontractors or agents.

a. Contractor, for itself and its heirs, successors and assigns, agrees to release,
defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from
and against any and all claims, demands, liability, damages, lawsuits or other actions,
including, but not limited to, personal injury or death or property damage arising out of or in
any way connected with Contractor's operations under this Contract, or with the performance
of this Contract by Contractor or its officers, employees, partners, directors, subcontractors or
agents.

INDEMNIFICATION

4.

a. When this Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its services under this Contract. All materials shall be returned in the same condition as received.

b. If this Contract has terminated prior to the end of the Pilot Phase, but only for the duration of the Pilot Phase and only for the purpose of enabling the City to administer the Pilot Phase, Contractor grants City a royalty-free, exclusive and irrevocable license to

8. OWNERSHIP OF DOCUMENTS

a. To comply with the City's Hazard Communication Program, Contractor agrees to submit Material Safety Data Sheets (MSDS) for all "hazardous substances" Contractor intends to use in the performance of work under this Contract in any City facility. "Hazardous substances" are defined as those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor Code sec. 6360 *et seq.*). The MSDS for all products must be submitted to the City before commencing work. The MSDS for a particular product must be reviewed and approved by the City's Risk Manager before Contractor may use that product.

b. City will inform Contractor about hazardous substances to which it may be exposed while on the job site and protective measures that can be taken to reduce the possibility of exposure.

7. MATERIAL SAFETY DATA SHEETS

a. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Contractor's subcontractor, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

c. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this Contract, Contractor shall immediately notify the Berkeley Police Department and the City's Health Protection office.

d. Contractor shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

6. CONFORMITY WITH LAW AND SAFETY

a. In accordance with Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, neither Contractor nor any employee, officer, director,

CONFLICT OF INTEREST PROHIBITED

11.

- d. Payment of any taxes, including California Sales and use Taxes, levied upon this Contract, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of Contractor.
- c. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.
- b. Direction from City regarding the subject of this Contract shall be construed as providing for direction as to policy and the result of Contractor's Work only and not as to the means or methods by which such a result is obtained.
- a. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the services required of Contractor by the terms of this Contract. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Contractor.

INDEPENDENT CONTRACTOR

10.

- b. Contractor shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Contractor shall fill-out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.
- a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

Contractor hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this Contract, Contractor agrees as follows:

NON-DISCRIMINATION

9.

- c. Contractor may retain and use copies of its work without limitation, except that Contractor shall not publish any material in which the City's name or information relating to the Berkeley FIRSST program is included without the prior written agreement of the City. This paragraph 8(c) shall not limit Contractor's right to publish information about its expertise in managing programs similar to the Berkeley FIRSST program if reference is not made to the City or the Berkeley FIRSST program, nor shall this paragraph prohibit Contractor from republishing articles regarding the Berkeley FIRSST program already published in the news media.
- reproduce, publish, use and to authorize others to do so, all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings and other works of similar nature produced in the course of the performance of this Contract.

If Contractor is required by this Contract to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Contractor shall use

14. RECYCLED PAPER FOR WRITTEN REPORTS

Contractor's failure to comply with this section shall constitute a default of this Contract and City may terminate this Contract pursuant to Section 3. In the event that the City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

b. For purposes of this Contract, the Tibet Autonomous Region and the provinces of Adu, Kham, and U-Tsang shall be deemed oppressive states.

- (1) The governing regime in any Oppressive State.
- (2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- (3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

a. In accordance with Resolution No. 59,853-N.S., Contractor certifies that it has no contractual relations to provide personal services to, the following entities:

13. OPPRESSIVE STATES CONTRACTING PROHIBITION

Contractor agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

12. NUCLEAR FREE BERKELEY

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

partner or member of Contractor, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Contract.

white paper. Written reports or studies prepared under this Contract shall be printed on both sides of the page whenever practical.

15. BERKELEY LIVING WAGE ORDINANCE

a. Contractor hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Contractor is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Contractor expressly acknowledges that, even if Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject Contractor to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

b. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Section 16.

c. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontractor contracts in which Contractor engages to execute its responsibilities under this Contract. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

d. If Contractor fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Section 3. In the event that City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damage in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Contractor's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

16. BERKELEY EQUAL BENEFITS ORDINANCE

a. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Contractor is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17 of this contract.

c. If Contractor fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Section 3. In the event the City terminates this contract due to a default by Contractor under this provision, the City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Contractor's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

17. AUDIT

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Contractor agrees to provide the City Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

18. SETOFF AGAINST DEBTS

Contractor agrees that City may deduct from any payments due to Contractor under this Contract any monies that contractor owes City under any ordinance, contract or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

19. CONFIDENTIALITY OF INFORMATION

EFFECT ON SUCCESSORS AND ASSIGNS

26.

Contractor may not assign this Contract without the prior written consent of the City, except that Contractor may assign its right to any money due or to become due hereunder.

ASSIGNMENT

25.

Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or a waiver of any other default of Contractor.

WAIVER

24.

If any part of this Contract or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are declared to be severable.

SEVERABILITY

23.

b. If any conflicts arise between the terms and conditions of this Contract and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Contract shall control.

a. The terms and conditions of this Contract, all exhibits attached and any documents expressly incorporated by reference represent the entire Contract between the parties with respect to the subject matter of this Contract. This Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between City and Contractor. No other contract, statement, or promise relating to the subject matter of this Contract shall be valid or binding except by a written amendment to this Contract.

ENTIRE CONTRACT

22.

The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by City and Contractor.

AMENDMENTS

21.

This Contract shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Alameda County, California.

GOVERNING LAW

20.

Contractor understands and agrees that, in the performance of the services under this Contract or in the contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Contract. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

This Contract shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

27. CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST

The City's Conflict of Interest Code, Resolution No. 60,788-N.S., as amended, requires consultants who make a governmental decision or act in a staff capacity as defined in 2 Cal. Code of Regs. § 18700, as amended from time to time, to disclose conflicts of interest by filing a Statement of Economic Interest (Form 700). Consultants agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contractor's service.

28. SECTION HEADINGS

The sections and other headings of this Contract are for convenience of reference only and shall be disregarded in the interpretation of this Contract.

29. CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER

Contractor has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Contractor is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Contractor shall pay all state and federal income taxes and any other taxes due. Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.

Business License Number 0800046283

B.M.C. §

Taxpayer ID Number 26-3007423

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date written on the first paragraph of this Contract.

FOR CITY OF BERKELEY

Signed by:

[Signature]
City Manager

Countersigned by:

[Signature]
City Auditor

Approved as to form by:

[Signature]
City Attorney for City of Berkeley

Attested by:

[Signature]
City Clerk

FOR RENEWABLE FUNDING, LLC

[Signature]
Stephen Compagni Parris, Chairman

[Signature]
Print Name

Tax Identification # _____

Berkeley Business License # _____

Incorporated: Yes No

Certified Woman Business Enterprise: Yes No

Certified Minority Business Enterprise: Yes No

If yes, state ethnicity: _____

Certified Disadvantaged Business Enterprise: Yes No

- Program information, Steps and Timelines
- Current interest rate and annual payments
- Frequently Asked Questions
- Eligibility criteria
- Eligible Energy Systems
- Information needed to apply
- Updates on the program
- Links to CSI and the City pages

Customer Education and Information: The website will show property owners how the Berkeley FIRST program works, how to apply, and will provide information on costs and obligations resulting from participation in the program. The website will offer a calculator allowing property owners to determine their actual property tax payments given their project cost and current interest rates. Property owners can sign up at the website for regular program updates and stay informed on program developments. The website will include links to the California Solar Initiative (CSI) and relevant City of Berkeley pages. The website will include the following information:

All information collected from applicants or interested parties ("Personal Information") will be maintained in a secure and confidential fashion by Contractor. Contractor may make copies of Personal Information only as reasonably necessary to perform its obligations described in this Exhibit A. No Personal Information may be shared by Contractor with any entity other than the City and its consultants without written authorization from the applicant or interested party. Contractor shall only use Personal Information for the purpose of carrying out its obligations described in this Exhibit A. Contractor shall destroy all Personal Information relating to an application that was not approved within 90 days of rejecting the application. Upon termination of the Personal Services Contract, Contractor agrees to return all Personal Information, including any copies made by the recipient, within 30 days after City requests such return, or to destroy all such Personal Information.

As described below, Contractor will build and maintain a dedicated on-line application processing, disbursement and customer education system for the Berkeley FIRST program and provide daily customer service support at an office and by telephone. Contractor will provide a comprehensive application processing service for the Berkeley FIRST program including a website built specifically for user ease and administrative simplicity. The website will give applicants program information and allow them to apply on-line, as well as check their application status. It will offer the City and its consultants the ability to access detailed data and reports regarding the program in real time.

EXHIBIT A
SCOPE OF SERVICES

On-line application processing: During an initial two-week (14-calendar day) application period, all applications submitted will be placed on a waitlist. Completed applications shall be date and time stamped based on the date and time applications are electronically received by the Contractor. Following the two-week period, the contractor will allocate applications and reservations for funding based on council district and the date/time stamp. Up to five (5) applications will be assigned to each of the 8 council districts with a maximum funding amount of \$37,500 per an application. If all forty (40) reservation slots have not been filled after the two-week period, the Contractor will approve reservations based on the date/time stamp without regard to district. Only one reservation slot will be allowed per an Assessor's Parcel Number (APN).

The website will provide an on-line application form that will take most property owners less than 10 minutes to complete. The application will require the property owner to submit the following in order to be considered complete:

- Applicant name and contact information
- Property owner(s) name, address, and telephone numbers
- Initial Bid Amount on Solar Installation
- Contractor Name that Provided Initial Bid
- Property verifications and disclosures
- Agreement to program terms and conditions
- Credit card information for reservation fee*

*A reservation fee will not be collected from applicants during the two-week period since Contractor will need to manually allocate the applicants according to council districts and date/time stamps. Those applicants accepted will be notified, and they will have 7 calendar days to pay their fee in order to get a reservation for funding. If an applicant fails to pay their fee in the 7 calendar days, he/she will forfeit her reservation and his/her spot will be allocated to another applicant.

Upon payment of the reservation fee, Contractor will review the public records of the applicant's property in order to qualify them for funding within 7 calendar days.

Contractor will examine the application and property records to screen for compliance with terms and conditions of the program. Contractor will examine the following to look for evidence the property does not comply with terms and conditions:

- Application
- Council District
- Reservation fee
- Legal ownership
- Notices of Default
- Property tax payment
- Tax and other liens
- Other elements as necessary

If the applicant is not qualified for funding, the applicant's reservation fee will be refunded.

The pilot program is limited to \$1,500,000 in funding, which is forty (40) applicants with a maximum funding amount of \$37,500. If the forty (40) applications are not allocated during the initial two-week period, the Contractor will continue to collect applications through the website. The website will automatically stop collecting reservation fees and allocating reservations when, in Contractor's determination, the amount of available applications has been reached.

Applicants who do not make the cut-off will receive an email indicating that they will be notified when the next phase of funding is available. Applicants who do not make the cut-off will not be charged a reservation fee. Contractor will create and maintain a list of all applicants who do not make the cut-off and make that list available to the City.

Following the initial two-week application period and payment of the reservation fee, the maximum time an applicant should anticipate before receiving approval for funding is 7 calendar days.

Disbursement processing: Once an application has been approved and funding reserved, applicants are allowed 270 calendar days to complete installation of their systems and receive final inspection from the Building and Safety Division. Once installation is completed, applicants can submit funding requests up to \$37,500 through the on-line system. The Contractor will collect the following information from the property at the time of their request:

- Name of Installer
- Final Installer Invoice Amount Net CSI Rebate
- Total Amount of Funding Requested (in case that it is less than final invoice)

Contractor will inform applicants of the currently applicable interest rate at the time of their funding request. Contractor will provide applicants with a uniquely created Adobe pdf file containing the necessary legal documents, principal and interest for each tax payment, and a checklist for documentation that they must submit along with their Unanimous Consent for their property to be annexed to the Special Tax District. Final documents will include:

- Copy of final invoice from installer, including as built system size per CSI criteria
- California Solar Initiative (CSI) Confirmed Reservation Rebate Letter with Reservation #
- Copy of City building permit final inspection
- Authorization to release CSI information
- PG&E service identification number and authorization to release PG&E billing data to the City and/or its contractors for the period 18 months prior to installation to 18 months after installation
- Signed Program Terms and Disclosures
- Signed Unanimous Consent and Liability Release

In addition to final documents, the City of Berkeley will verify each property's compliance with RECO/CBCO before funding can be released.

In order to facilitate this process, Contractor will provide the City of Berkeley with a list of the property owners / properties approved for funding. The City of Berkeley will then check

RBCO/CBCO compliance for the property. For any property that is not RBCO/CBCO compliant, RBCO/CBCO will send a notification instructing the property owner to complete RBCO/CBCO compliance before requesting funding. The City of Berkeley will provide Contractor with a City staff contact that can assist property owners with RBCO/CBCO compliance as well as detailed information that Contractor can share with property owners on RBCO/CBCO.

The property owner will have 14 calendar days to submit hardcopies their final documentation to the contractor. If documentation is not received within 14 calendar days, the property owner will need to resubmit their funding request at which time their interest rate may be reset.

Within 3 business days of receiving documentation, Contractor will review for completeness and submit the appropriate paperwork to the City for placement of the Special Tax Lien, including the completed Notice of a Special Tax Lien. Placement of the lien will take approximately 5 business days, which will be completed by the City. After placement of the lien and issuance of the bond, the City will provide Contractor with authorization to release funding to the property owner. Upon authorization, the Contractor will provide a check to the property owner for the payment amount requested within 3 business days. Based on the current timeline, the property owner should expect to receive a check for funding approximately 12 business days after submitting their documentation to Contractor.

Customer Service and City Support:

Contractor will provide dedicated staff to handle the application process and customer inquiries. Contractor will respond to all inquiries within 24 hours and will be on-call to work with City staff and consultants to remedy problems.

Contractor will staff phones and computers for regular and extended daily office hours, provide a telephone number and offer on-line customer service support.

Contractor will participate in community meetings and public information sessions as requested by the City.

Contractor will document all procedures and coordinate with the City on development of program policies.

Contractor will provide the City access to real-time data about the program through the website.

Contractor will provide regular reports to the City and when the pilot program is completed, Contractor will provide final report to the City covering all aspects of the program.

Contractor will provide the City or its contractors with originals of the PG&E billing data release authorizations.