



Sonoma County Energy Independence Program

APPLICATION



SONOMA COUNTY ENERGY INDEPENDENCE PROGRAM
404 AVIATION BOULEVARD, SANTA ROSA, CALIFORNIA 95403
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EMAIL: energyinfo@sonomacountyenergy.org
www.sonomacountyenergy.org



Sonoma County Energy Independence Program

APPLICATION INSTRUCTIONS

Please complete and sign the attached Application Form and include all requested attachments. Please type or print neatly in blue or black ink.

All applications are processed on a first-come, first-served basis, upon receipt, until funds are depleted. Incomplete or incorrect applications cannot be processed. Resubmitted applications are processed on a first-come, first-served basis upon the new receipt date. Application approval and execution of an assessment contract is required before any financing is available. At least one record owner must sign the Application; all record owners must sign the assessment contract. See *Summary of Sonoma County Energy Independence Program Financing Process* for more detailed information.

If there are insufficient funds available, an approved applicant will be placed on a waiting list.

Keep a copy for your records of your completed Application and all documents submitted. Keep a copy of all receipts, paid invoices, and home improvement contracts.

Mail or deliver your completed Application and attachments to: 404 Aviation Boulevard, Santa Rosa, CA 95403. Applications and attachments can also be emailed to energyinfo@sonomacountyenergy.org.

For questions regarding the status of your Application call (707) 521-6200 or email energyinfo@sonomacountyenergy.org.

For information on home improvement contracts or the status of the state license for your proposed contractor visit www.cslb.ca.gov or call the Contractor's State License Board at 1-800-321-CSLB. For information regarding residential and commercial energy audits visit www.pge.com or www.energy.ca.gov/HERS/index.html.



Sonoma County Energy Independence Program

APPLICATION

The Sonoma County Energy Independence Program (“SCEIP”) provides financing for the installation of energy efficiency improvements, water efficiency improvements and renewable energy sources that are permanently fixed to real property (“Improvements”). Assessment contracts will be entered into as provided for in State law, Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10) and the Sonoma County Energy Independence Program Report and Administrative Guidelines dated March 24, 2009.

SECTION 1: Eligibility Requirements

- Applicant(s) is/are legal owner of the property described in the Application (the “Property”).
- Property is developed and located within Sonoma County. Mobile homes are not eligible.
- Property Owner is current on property taxes.
- Property Owner is current on mortgage(s). For commercial property,¹ lender has given consent to SCEIP Financing;
- Property Owner is not in bankruptcy and the property is not an asset in a bankruptcy.
- There are no federal or state income tax liens, judgment liens or similar involuntary liens on the Property.
- Improvements costs are reasonable for the scope of the proposed project and to Property value.

¹ For SCEIP, “residential property” is defined as single-family properties with 1-to-4 residential units; “commercial property” is all other property.



For Office Use Only

| | |
|-----------------------------------|----------|
| Assessor's Parcel No: | File No: |
| Received by SCEIP on _____ | by _____ |
| Reviewed on _____ | by _____ |
| Property Owner contacted on _____ | by _____ |

SECTION 2: Applicant Information

Property Owner(s) Legal Name(s) as they appear on property tax records:

| | |
|---------|---------|
| OWNER 1 | OWNER 2 |
| OWNER 3 | OWNER 4 |

Property Owner(s) Type (Check One):

Individual(s) Corporation Limited Liability Company

Trust Partnership Other (Please specify)

Other: _____

Contact / Property Information:

| | |
|--------------------------|---------------|
| NAME | EMAIL ADDRESS |
| DAYTIME TELEPHONE NUMBER | |

Physical Property Address (Site of Improvements):

| | | | |
|----------------|------|-------|-----|
| STREET ADDRESS | CITY | STATE | ZIP |
| | | CA | |

Mailing Address (If Different):

| | | | |
|-----------------|------|-------|-----|
| MAILING ADDRESS | CITY | STATE | ZIP |
| | | | |



SECTION 3: Property Information

Property Type (Check One):

- | | |
|---|---|
| <input type="checkbox"/> Single Family Residential (1 to 4 units) | <input type="checkbox"/> Multi-Family Residential (5 or more units) |
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Commercial |

SECTION 4: Improvements Information

Proposed Improvements from Sonoma County Energy Independence Program Eligible Improvements List (Attach separate sheet if necessary)

Water Conservation Measures: See Attachment

Water Conservation
Estimated Costs

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

Energy Efficiency Measures: See Attachment

Energy Efficiency
Estimated Costs

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

Solar Measures: See Attachment

Solar Estimated Costs

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |



Custom Measures: List below or attach separate sheet describing proposed measures. Approval of custom measures will require technical review of requested engineering documents and data and may require an additional administrative fee. Additional fees will be discussed with the Property Owner prior to review.

See Attachment

Itemized Estimated Cost of Improvement(s) – Documentation required*:

| | | |
|----|---|----------|
| A. | (i) Construction contract(s) (bid price for cost of materials and labor less any applicable rebates): or | \$ _____ |
| | (ii) If self-installing, cost of equipment (less applicable rebates; do not include any labor costs): | \$ _____ |
| B. | Contingency allowance (10% of (i) or (ii) above): | \$ _____ |
| C. | Energy and water survey/audit costs (residential: highly recommended but not required to participate; commercial: must obtain free PG&E onsite energy audit): | \$ _____ |
| D. | Drafting, engineering and/or plan preparation costs: | \$ _____ |
| E. | Estimated Permit fees: | \$ _____ |
| F. | Title Costs | |
| | (i) Financing requests less than \$5000: \$65 | \$ _____ |
| | (ii) Financing requests \$5,000 to \$499,000: \$215 | \$ _____ |
| | (iii) Financing requests \$500,000 and above require a full title search and title insurance: Contact SCEIP for estimate. | \$ _____ |
| G. | Other Please list (Attach separate sheet if necessary): | |
| | Other: _____ <input type="checkbox"/> See Attachment | \$ _____ |
| | Total: | \$ _____ |
| | Requested Financing Amount: | \$ _____ |

Minimum financing amount is \$2500.



Requested Assessment Repayment Period:

5 Years

10 Years

20 Years

Multiple Disbursements requested (only for Improvements in excess of \$60,000)?

Yes No

Note: Multiple disbursements will be subject to an additional onsite inspection fee of \$150 per disbursement and **interest will accrue on the entire assessment amount at the time of the first disbursement.**

***Required Attachments:**

- Organizational Documents if Property Owner is not an individual.
- Home Improvement Contract(s) or contractor's bid(s) or contractor's proposal(s), which include contractor's name and license number (unless self-installing).
- Statements, purchase orders, or other evidence of cost for items not covered by a Home Improvement contract or contractor's proposal or bid.
- Current mortgage statements or other evidence that mortgages or any other loans secured by the Property are current.
- Commercial properties: Report from PG&E onsite energy audit.
- Commercial properties: Signed consent form from lender.
- Disclosure regarding Assessment Financing (please complete and sign).
- State of California Fair Lending Notice (please complete and sign).

Additional Documentation:

SCEIP staff may request additional information and documentation they believe is necessary to prudently administer SCEIP. Such information and documentation could include without limitation additional comparison bids and information related to the market value of the Property. **Once application is approved, Property Owner will be required to submit copies of the permit(s) issued for the Improvements before entering into the Assessment Contract.**

SECTION 5: Declarations

By signing this Application, the undersigned hereby declares under penalty of perjury under the laws of the State of California all of the following:

1. I/we am/are current owner(s) of record of the property described herein (the "Property").
2. The Property is not currently involved in a bankruptcy proceeding.
3. I/we are current on any mortgage or other loan secured by the Property.



4. I/we and the Property meet the eligibility requirements listed in Section 1.
5. That (i) the information provided in this Application is true and correct as of the date set forth opposite my/our signature(s) on this Application and (ii) that I/we understand that any intentional or negligent misrepresentation(s) of the information contained in this Application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both and liability for monetary damages to the County of Sonoma, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made in this Application.
6. I/we am/are applying to participate in the Sonoma County Energy Independence Program. I/we understand that I/we must execute an Assessment Contract with the County of Sonoma in order to receive financing for the Improvements and I/we have the authority, without the consent of any third party which has not been previously obtained, to execute and deliver the Assessment Contract, this Application, and the various documents and instruments referenced herein.
7. I/we understand that the financing provided pursuant to the Assessment Contract will be repayable through an assessment levied against this Property. The Assessment Contract will specify the amount of the assessment and the assessment installments and the interest on the assessment to be collected on the tax bill for the Property each year. The assessment and the interest and any penalties thereon will constitute a lien against the Property until they are paid, even if I/we sell the Property to another person. I/we understand that assessment installments together with the interest on the assessment will be collected on my/our property tax bill in the same manner and at the same time as property taxes and will be subject to the same penalties, remedies, and lien priorities as for property taxes in the event of delinquency.
8. I/we have reviewed any existing loan agreements and security instruments applicable to the Property, and verified that executing the Assessment Contract, receiving the financing for the Improvements, and consenting to the assessment levied against the Property will not constitute a default under any other agreement or security instrument which affects the Property or to which I/we am/are a party.
9. I/we agree that the selection of any product(s), equipment, and measures referenced in this Application (the "Improvements"), the selection of any manufacturer(s), dealer(s), supplier(s), contractor(s) and installer(s), and the decision regarding the purchase, installation and ownership/ maintenance of the Improvements is/are my/our sole responsibility and that I/we have not relied upon any representations or recommendations of the County of Sonoma, its agents, representatives, assignees, or employees, in making such selection or decision, and that my manufacturer, dealer, supplier, contractor or installer of the Improvements is not an agent, employee, assignee or representative of the County of Sonoma.



10. I/we understand that the County of Sonoma makes no warranty, whether express or implied, with respect to the choice, use or application of the Improvements, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, use or application of the Improvements.
11. I/we agree that the County of Sonoma has no liability whatsoever concerning (i) the quality or safety of any Improvements, including their fitness for any purpose, (ii) the estimated energy savings produced by or performance of the Improvements, (iii) the workmanship of any third parties, (iv) the installation or use of the Improvements including, but not limited to, any effect on indoor pollutants, or (iv) any other matter with respect to the Sonoma County Energy Independence Program.
12. I/we agree that any carbon credits attributable to the Improvements, if any, shall be held jointly by the County of Sonoma (on behalf of the Sonoma County Energy Independence Program), by the Sonoma County Water Agency and by the Sonoma County Transportation Authority.
13. I/we understand that I/we is/are responsible for meeting all Sonoma County Energy Independence Program requirements and complying with all applicable Federal/State/County/City laws and the requirements of any agreement which affects the Property or the use of the Property (such as homeowner's association requirements, if any).

Signed on this _____ day of _____, _____
Date Month Year

in the City of _____, State of California
City

Property Owner Signature

Printed Name

Property Owner Signature

Printed Name

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT, WHICH MAY APPLY TO THIS TRANSACTION, PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, DC 20580.



DISCLOSURE REGARDING ASSESSMENT FINANCING

The Sonoma County Energy Independence Program establishes the manner by which the County of Sonoma (“County”) may finance, pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10), the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to a property owner’s real property (“Improvements”). Improvements will be financed pursuant to an assessment contract between the County and the property owner.

The financing of Improvements will be secured by and repayable through an assessment levied by the County against the owner’s property (the “Property”). Each year until the assessment is paid off, assessment installments (including principal and interest) will be collected on the property tax bill for the Property in the same manner and at the same time as property taxes. Assessment installments will be subject to the same penalties, remedies (including foreclosure and sale of the property), and lien priorities as for property taxes in the event of delinquency.

The assessment and each installment thereof, and any interest and penalties thereon, will constitute a lien against the Property until paid even though prior to full payment the Property is conveyed to another person. An assessment lien will be recorded against the Property in the office of the County Recorder of the County of Sonoma upon execution of the assessment contract. Such lien will be paramount to all existing and future private liens against the Property, including mortgages, deeds of trust and other security instruments.

Before completing a Sonoma County Energy Independence Program Application, a property owner should carefully review any mortgage agreement(s) or other security instrument(s) which affect the Property or to which the property owner is a party. **ENTERING INTO A SONOMA COUNTY ENERGY INDEPENDENCE PROGRAM ASSESSMENT CONTRACT WITHOUT THE CONSENT OF THE OWNER’S EXISTING LENDER(S) COULD CONSTITUTE AN EVENT OF DEFAULT UNDER SUCH AGREEMENTS OR SECURITY INSTRUMENTS. DEFAULTING UNDER AN EXISTING AGREEMENT OR SECURITY INSTRUMENT COULD HAVE SERIOUS CONSEQUENCES TO THE PROPERTY OWNER, WHICH COULD INCLUDE THE ACCELERATION OF THE REPAYMENT OBLIGATIONS DUE UNDER SUCH AGREEMENT OR SECURITY INSTRUMENT.**

I/we declare that (i) the owner has the authority, without the consent of any third party which has not been previously obtained, to execute and deliver the assessment contract, the Application, and the various documents and instruments referenced therein; and (ii) that executing the assessment contract, receiving financing for Improvements, and consenting to the assessment levied against the Property will not constitute a default under any other agreement or security instrument which affects the Property or to which the property owner is a party. **If you have any questions about any agreements or security instruments which affect the Property or to which you are a party or about your authority to execute the Sonoma County Energy Independence Program Application or enter into an assessment contract with the County without the prior consent of your existing lender(s), the County strongly encourages you to consult with your own legal counsel and your lender(s).** Sonoma County Energy Independence Program staff will not provide property owners with advice about existing agreements or security instruments.

Acknowledgement of Receipt

I have received a copy of the Disclosure Regarding Assessment Financing.

Signature

Date

Signature

Date

THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977

FAIR LENDING NOTICE

It is illegal to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

- 1. Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or**
- 2. Race, color, religion, sex, marital status, domestic partnership, national origin or ancestry.**

It is illegal to consider the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one- to four-unit family residences occupied by the owner and for the purpose of the home improvement of any one- to four-unit family residence.

If you have any questions about your rights, or if you wish to file a complaint, contact the management of this financial institution or the Department of Real Estate at one of the following locations:

2550 Mariposa Mall, Suite 3070
Fresno, CA 93721-2273

320 W. 4th Street, Suite 350
Los Angeles, CA 90013-1105

1515 Clay Street, Suite 702
Oakland, CA 94612-1462

2201 Broadway
P.O. Box 187000 (*mailing address*)
Sacramento, CA 95818-7000

1350 Front Street, Suite 3064
San Diego, CA 92101-3687

ACKNOWLEDGMENT OF RECEIPT

I (we) received a copy of this notice.

Signature of Applicant

Date

Signature of Applicant

Date