

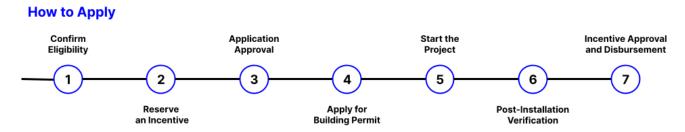


### **Pre-Installation Application**

The City of San José is offering incentives to single-family and multifamily households in San José to electrify their homes. **Incentives are limited and will be available on a first-come, first-served basis. Only one incentive per measure per single-family or multifamily unit.** 

The purpose of this Pre-Installation Application (see <u>Form #1</u> below) is to define the general Terms and Conditions (see <u>Form #2</u> below) for participation in Electric Homes San José.

Electric Homes San José's objectives are to support the adoption of electrification measures (i.e. heat pump heating, ventilation, and air conditioning [HVAC], heat pump water heater, electric/heat pump dryer, and electric/induction stove) in San José. To request Electric Homes San José incentives, TECH certified contractors or building owners are required to submit this Pre-Installation Application and agree to the Terms and Conditions of participation set forth herein.



#### How Electric Homes San José works:

- 1. **Confirm Eligibility:** Single- or multifamily building owner submits completed <u>Incentive Eligibility</u> <u>Application</u> form and works with a <u>TECH certified contractor</u>.
- 2. **Reserve an Incentive**: Contractor or building owner submits completed Pre-Installation Application **(this entire packet)** to reserve the incentive (upon approval).
- 3. **Application Approval**: City of San José approves application, reserves incentive for up to 180 days, and sends email notice.
- 4. **Apply for a Building Permit**: Contractor or building owner applies for a City of San José building permit by visiting the <u>City of San José Permit Center</u>.
- 5. **Start the Project**: Building owner contracts directly with a contractor to complete the project, unless building owner chooses to self-install equipment.
- 6. **Post-Installation Verification**: After the project is complete, contractor or building owner submits the <u>Post-Installation Application</u> packet within 180 days of the approved Pre-Installation Application. Failure to submit within 180 days may result in loss of incentive.
- Incentive Approval and Disbursement: The City of San José approves "Post-Installation Application" and sends email notice. Incentive is paid out and mailed within 4-6 weeks of submitting all required documentation.



### **Pre-Installation Application Checklist**

#### Confirm Project Eligibility:

Building owner (or contractor on building owner's behalf) has submitted completed	Incentive
Eligibility Application form	

- Scope of project matches the scope defined in Form #1 (Pages 3-8)
- Project is located in an existing single-family or multifamily residence in San José (<u>new</u> <u>construction is not eligible</u>)
- Contractors must be enrolled in the TECH Clean California participating contractor program to ensure incentives are stacked to reduce project costs as much as possible

Confirm that the project you are applying for meets the following requirements:

- □ All primary measure incentives are replacing existing gas-powered equipment
- □ All equipment planned for installation meets the following criteria:
  - California Energy Commission (CEC) Manufacturer Certification for Building Equipment compliant
  - Must meet all requirements for TECH Clean California Incentive Programs (eligible equipment listed <u>here</u>)
- Project has applied for all eligible TECH and BayREN incentives

Confirm the application packet includes the attached documents:

- Completed and signed Form #1 (Pages 3-8) and Form #2 (Pages 10-12)
- Proof of enrollment in the TECH Clean California participating contractor program or indication of self-installation (**REQUIRED**)
- □ All proposed scope of work for building owners including the following information:
  - Scope of work details
  - Pre-incentive pricing, noting all incentives (TECH, BayREN, Electric Homes San José, IRA) as line items with their coordinating amounts
  - □ Total Pricing (with incentive accounted for)
  - Manufacturer and model number of installed Qualifying Equipment
  - Indicate if (a) incentive is passed through at point of sale or (b) will be passed down within 30 days of the incentive being received by the contractor
  - Alternatively, provide scope of work detail if building owner is self-installing equipment
- W-9 Form (download here) completed and signed by building owner or contractor
- Photo(s) of existing gas-powered equipment to be replaced

Email <u>ElectricHomes@sanjoseca.gov</u> your completed application packet. You will receive an email confirmation within 3 business days about the status of your application, including your incentive expiration date.

Visit the City of San José Permit Center to apply for a City of San José Building Permit.

Visit<u>bit.ly/Electric-Homes-SanJose</u> for a list of Frequently Asked Questions. For all other questions, please contact <u>ElectricHomes@sanjoseca.gov</u>.



## FORM #1: PRE-INSTALLATION APPLICATION PACKET

	Building C	Owner Information	
Building Owner Name:			
Building ethici Humo.	Last	First	М.І.
Project Address:			
	Street Address		Apartment/Unit #
		State	ZIP Code
	City	Siale	ZIP Code
Contact Information:	Phone Number		Email Address*
	Contractor	<sup>-</sup> Information	
	Contractor	momation	
Business Name:		_ License #:	
Contractor Business Address:			
	Street Address		Apartment/Unit #
	City	State	ZIP Code
Federal Tax ID #:	Sa	n José Business Tax Certif	cate #:
Primary Project Contact:			
	Name	Title	М.І.
	Phone Number		Email Address*
Secondary Project Contact:			
<u> </u>	Name	Title	М.І.
	Phone Number		Email Address*
Languages spoken by e	employees other than En	ıglish:	

Vietnamese

Other (please list):



# **Electric Homes San José**

# **Project Information**

1.	Project Type	
	Single-family Home	Accessory Dwelling Unit (ADU)
	Multifamily (Unitary Systems)	Multifamily (Central System)
2.	What other existing electric appliand that apply:	ces/technologies are installed at the project site? Check all
	Solar Photovoltaic System	Backup Battery System
	Electric vehicle and/or charger	Electric clothes dryer
	Electric or induction stovetop	Electric or heat pump HVAC
	Electric of heat pump water heat	er
3.	. Who will the incentive be sent to? This person or entity must submit a <u>W-9</u> :	
	Building Owner	Contractor
4.	_ 0	Contractor
4.	If incentive is being sent to the Cont	—
4.	If incentive is being sent to the Contr building owner?	ractor, when will the incentive be passed down to the
4.	If incentive is being sent to the Contr building owner?	ractor, when will the incentive be passed down to the
4.	If incentive is being sent to the Control building owner? Point of Sale Within 30 days of incentive being	ractor, when will the incentive be passed down to the g received by the contractor quipment
	If incentive is being sent to the Contribuilding owner?  Point of Sale Within 30 days of incentive being Building owner is self-installing e	ractor, when will the incentive be passed down to the g received by the contractor quipment <b>required):</b>
	If incentive is being sent to the Contribuilding owner?  Point of Sale Within 30 days of incentive being Building owner is self-installing e I have attached the following (all are	ractor, when will the incentive be passed down to the g received by the contractor quipment required): here) for person identified in #3
	If incentive is being sent to the Contribuilding owner?  Point of Sale Within 30 days of incentive being Building owner is self-installing e I have attached the following (all are Completed W-9 Form (download Photo(s) of existing gas-powered	ractor, when will the incentive be passed down to the g received by the contractor quipment required): here) for person identified in #3



## **Electric Homes San José**

# Estimate Project Scope of Work and Cost

Heat Pump HVAC:	
Existing HVAC system being replaced:	
Product Brand:	Model #:
Product Type/Fuel Source:	Number of Units Replaced:
Capacity (Tons or BTU):	Age (Years):
Additional Notes:	
New Product for Installation:	
Product Brand:	Model #:
Product Type:	Number of Units Replaced:
Capacity (Tons or BTU):	Efficiency (COP):
Additional Notes:	
<u>Heat Pump Water Heater (HPWH):</u>	
Existing HVAC system being replaced:	
Product Brand:	Model #:
Product Type/Fuel Source:	Number of Units Replaced:
Volume (Gallons):	Age (Years):
Additional Notes:	
New Product for Installation:	
Product Brand:	Model #:
Product Type:	
Volume (Gallons):	Number of Units Replaced:
Uniform Energy Factor (must be at least 2.87):	
Additional Notes:	
Induction/Electric Stove:	
New Product for Installation:	
Product Brand:	Model #:
Product Type: Induction	Electric
Circuit Capacity Required (A):	Number of Units Replaced:
Additional Notes:	



#### Heat Pump/Electric Clothes Dryer:

New Product for Installation:		
Product Brand:	Model #:	
Product Type: 🗌 Heat Pump	] Electric	
Circuit Capacity Required (A):	Number of Units Replaced:	
Additional Notes:		
Secondary Measures		
Full house LED lighting		
Home battery Product Brand:	Model #:	
Capacity (kWh):	Continuous power (kW):	
Peak power (kW):		
Additional Notes:		
EV charger Product Brand:	Model #:	
Capacity (A):	Hardwired Plug-In	
Additional Notes:		
<ul> <li>Whole home weatherization</li> <li>Smart thermostats</li> <li>Product Brand:</li> </ul>	Model #:	
<ul> <li>Hazardous materials abatement</li> <li>Smart building controls</li> <li>Smart panel/load controls</li> </ul>		



### Scope of Work and Cost Data

Fill out the table below with project scope of work **OR** attach detailed invoice per requirements in Pre-Installation Application Checklist above. The City of San José reserves the right to publish these costs as a resource for inquiring residents.

Measure	Scope of Work	Estimated Cost
Heat Pump HVAC		
Heat Pump Water Heater		
Induction/Electric Stove		
Heat Pump/Electric Clothes Dryer		
Other Measures (List):		
Installation Labor		
Permit Fee(s)		
Other Incentives (TECH, BayREN, IRA, etc.)		
Other (list):		
TOTAL ESTIMATED PROJEC	OTAL ESTIMATED PROJECT COST (\$):	
TOTAL INCENTIVE REQUES	TOTAL INCENTIVE REQUESTED (\$)**:	
TOTAL REMAINING EST. CO	ST TO BUILDING OWNER (\$):	

\*\*Requested incentive amount may be up to the total project cost based on the following guidelines:





		Base Incentives <sup>1</sup>	Equity Community Incentives <sup>2</sup>
	Heat Pump HVAC	\$3,000	\$4,500
<b>.</b> .	Heat Pump Water Heater	\$1,000	\$2,000
Primary Measures	Electric or Induction Cooktop	\$500	\$1,000
	Electric or Heat Pump Dryer	\$500	\$1,000
Secondary Measures	<ul> <li>Whole Home LED Lighting</li> <li>Home Battery</li> <li>EV Charger</li> <li>Whole Home Weatherization</li> </ul>	\$500/measure	\$500/measure
Tertiary Measures	<ul> <li>Smart Thermostats</li> <li>Hazardous Materials Abatement</li> <li>Smart building controls</li> <li>Smart Panel/Load Controls</li> </ul>	\$500/measure	\$500/measure

<sup>1</sup> Any building owner of a single-family or multifamily building in San José is automatically qualified for the Base Incentive, upon approval of a valid San José building address; building addresses outside of the City of San José service area/territory are excluded from the incentive.

<sup>2</sup>As identified by CALEPA's <u>Disadvantaged Communities Map</u>; OR building owners' enrollment in qualifying public assistance programs (see bit.lv/Electric-Homes-SanJose for list of qualifying programs).

NOTE: A home electrification measure includes at least one Primary Measure. You must complete at least one Primary Measure to qualify for any Secondary or Tertiary Measure incentives.

NOTE: Limits do apply per single-family home or multifamily unit. EX: one single-family home is eligible for one Heat Pump HVAC incentive, while a multifamily building with four units is eligible for four Heat Pump HVAC incentives. For more information, visit our website at: bit.ly/Electric-Homes-SanJose.

### **Disclaimer and Signature**

I certify that my answers are true and complete to the best of my knowledge. I understand that the reservation is valid for 180 days from the date of reservation confirmation by the City of San José. I understand the reservation by itself does not guarantee payment under this program. A valid and complete "Post-Installation" packet must be provided to the City of San José before the 180-day reservation expiration to be considered for payment.

Please type your name as your electronic signature to agree to the above statement and proceed with this application. I consent to the use of electronic signatures for the purpose of this incentive program.

Contractor Signature: \_\_\_\_

Date:

Building Owner Signature: Date:



## **Electric Homes San José**

## For City Use Only

Application #: \_\_\_\_\_

Reserved Incentive Amount: \_\_\_\_\_

Application Received on: \_\_\_\_\_

Incentive Expiration Date: \_\_\_\_\_

Income Qualified



## FORM #2: TERMS AND CONDITIONS

Contractors and building owners must meet and agree to the following terms and conditions to be eligible to receive Electric Homes San José incentives:

- 1. Incentives are paid directly to the contractor or, in the case of a self-installation project, the building owner. The incentive recipient must submit a W-9 at the time of application in order to receive the incentive.
- New equipment must replace existing gas-powered equipment and be permanently affixed to property (ie. new electric or heat pump equipment cannot replace existing electric or heat pump equipment).
- 3. Incentives are not to exceed the total cost of the project (including labor and equipment costs).
- 4. The building must be a single-family or multifamily residential home located within the City of San José. Only one incentive per measure per single-family home or multifamily unit.
- 5. Only equipment installed after April 22nd, 2024, is eligible for the incentive.
- 6. Replacements must be for existing residential properties. New construction is not eligible for this program.
- 7. Any utility, state, or federal efficiency incentives in addition to City of San José incentive must be petitioned for by the contractor and/or building owner and are the responsibility of the contractor and/or building owner.
- 8. The City of San José and the City's contractor(s) are not responsible for any taxes that may be imposed on the contractor and/or building owner as a result of receiving an incentive. Please contact your tax advisor for more information.
- 9. It is the building owner's responsibility to contract with the contractor and to assume responsibility for the work to be performed.
- 10. Eligible building owners must work with participating contractors to submit completed applications and other required documentation as described elsewhere in this application for all proposed qualifying projects. Electronic signatures will have the same force and effect as original signatures.
- 11. After completing review of the application and determination of eligibility, The City of San José will send an email Notice to Proceed to each qualifying building owner accepted for the program, specifying the estimated incentive amount.
- 12. Building owner understands that the estimated incentive amount identified in Notice to Proceed is only an estimate and may not reflect the actual amount payable to building owner upon completion of a qualifying project.
- 13. All upgrades requiring a building permit from the City of San José's Building Department must be applied for and finalized.
- 14. The contractor certifies that all installed measures will be completed in a professional manner, consistent with industry standards, TECH installation requirements, and in conformance with all applicable building codes, zoning laws, local, state, and federal requirements.





- 15. The City of San José and the City's contractor(s) are not responsible for the contract that is entered into between building owner and contractor; and the City of San José will not get involved in building owner or contractor disputes.
- 16. The building owner and contractor waives and releases the City of San José and the City's contractor(s) from any and all claims and causes of action arising out of the replacement project.
- 17. The building owner and contractor shall defend, indemnify, protect, and hold harmless the City of San José, its elected and appointed officers and employees, and the City's contractor(s) from and against all claims for damages, liability, cost, and expense arising out of or alleged by third parties to be the result of the negligent acts, errors or omissions or the willful misconduct of the building owner.
- 18. There are a limited number of City of San José incentives available on a first-come, first-served basis. The City of San José and the City's contractor(s) do not guarantee that all requests will be fulfilled. The City of San José and the City's contractor(s) reserve the right to modify or discontinue this Program without prior notice for any reason, including but not limited to if such notification or discontinuance is required by the funding agencies.
- 19. The City of San José or the City's contractor(s) will not use the building owner's name or any identifying characteristics of the building owner for advertising, sales promotion or other publicity without prior written approval of the applicant.
- 20. Projects must be completed and Post-Installation Applications must be submitted and approved by the City's contractor(s) within 180 days of the approved eligibility application. Failure to submit a Post-Installation Application within 180 days may result in loss of incentive. This period can be extended on a case-by-case basis for extreme delays due to PG&E service upgrade requirements, permitting delays and other unforeseen issues. In these cases, extensions require that a contract is in place between the contractor and building owner and must be requested by either the contractor or building owner by emailing <u>ElectricHomes@sanjoseca.gov</u>.
- 21. The City's contractor(s) will review all applications and accompanying documentation for eligibility, completeness, and accuracy. As part of this review, the installation of equipment will be subject to verification and metering by the City's contractor(s) and its representatives. Verification and evaluation (including onsite inspections at building addresses), and metering may be performed on all equipment listed, or a select portion of the equipment. Evaluation activities may include surveys and interviews of subcontractors and building owners/occupants to understand equipment performance and the program experience. Contractors shall be responsible for obtaining necessary participating building owner consent to such inspections and evaluations.



#### **PROGRAM DISCLAIMER**

- IUNCONDITIONALLY AGREE TO WAIVE, RELEASE, AND DISCHARGE the City of San José, including but not limited to its officers, agents, employees and Program Partners, from any and all claims and causes of action, whether in law or equity, that I, my agents, employees, assigns, heirs, next of kin, or successors in interest may have for ANY LIABILITY, LOSS, DAMAGE, or INJURY, whether known or unknown, including liability for personal injury, death, dismemberment, damage to property, or theft, arising out of, related to, or in connection with the Electric Homes San José incentive program, including whether or not caused or claimed to be caused by the active or passive negligent acts or omissions of the City.
- 2. I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the City of San José, including but not limited to its officials, agents, employees and Program Partners from and against any and all liability, whether known or unknown, including but not limited to claims asserted, damages, demands, causes of action, costs, expenses, losses, attorney fees, injuries, or payments for injury to any person or property, including injury to myself or others claimed to be caused by the acts or omissions of myself or in any way connected with the Electric Homes San José incentive program. Also covered is liability arising from, connected with, caused by, or claimed to be caused by, the active or passive negligent acts or omissions of the City that may be in combination with the active or passive negligent acts or omissions of myself, my agents, or any third party.
- 3. I AGREE AND EXPRESSLY ACKNOWLEDGE that the foregoing Waiver, Release, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the state of California, and that if any portion of this Agreement is held invalid, that the balance shall continue in full force and effect; I UNDERSTAND AND EXPRESSLY ACKNOWLEDGE that the City is relying on my representation that I have the authorization to sign this document; and I CERTIFY that I have read this agreement, understand its contents, voluntarily sign this Waiver, Release, and Indemnity Agreement; and further agree that no oral representations, statements, or inducements apart from this written Agreement have been relied upon.
- 4. IUNDERSTAND that data collected from this program will be public information, but my personal information will remain private to the extent permitted by law. Personal information will not be used for any purpose other than for the incentive program. In addition, I consent to my personal information being shared with the City's Clean Energy Department, other City Departments, or the City's contractor(s) for the purpose of the City's future electrification programs. Data will be handled in accordance with the linked <u>E-Government Policy</u>. I UNDERSTAND that the City may photograph or videotape, or use the photographs or videos submitted for the incentive program for any purpose including future City projects. I give my permission for the City to use photographs or videotape for the purpose of promoting the City and its services/programs with the understanding that no compensation of any kind will be paid to me for the use of the photographs. I also understand the City may alter the images at its sole discretion, and further give my permission for the City to use and publish the images, whether or not they are altered.

5. I, \_\_\_\_\_\_\_(Building Owner), HEREBY AUTHORIZE any utility, including San José Clean Energy, financial institution, or other holder of my financial or energy records to release my information to the City of San José and the City's contractor(s) for consideration for my participation in the Electric Homes San José Incentives Program. This authorization is effective immediately and expires 180 days after the date of my signature below. I understand that I may withdraw this authorization at any time.

Contractor Signature:	Date:
Building Owner Signature:	Date: