Lodi Energy Efficiency Financing Program

What is the Lodi Energy Efficiency Financing Program?
Lodi Energy Efficiency Financing (LEEF) assists eligible, qualifying commercial/industrial customers pay for energy efficiency improvements via their City of Lodi (COL) utility bill.

Who is Eligible To Participate, and What Are the Program Requirements?
Customer must be assigned to the G1, G2, G3, G4, G5 and/or I1 electric utility rate. Requirements: customer must be current on all utility charges, with no late charges for the past 18 months; must have an active COL account for the past 18 months; must receive a rebate through the COL Electric Utility Public Benefits/Energy Efficiency Program; and submit an energy efficiency audit/contractor's proposal.

How is the Loan Term Calculated?
The loan amount is determined by utilizing this formula: total loan amount (after rebate) divided by 24 months (life of loan) = monthly loan payment. The loan funds must be utilized for purchasing and installing qualifying energy conservation measures (those measures identified in the Lodi Commercial/Industrial Rebate Program; customers may view these measures at www.lodielectric.com).

Example of Lodi Energy Efficiency Financing Option

Project Cost	$20,000
Rebate (Capped @ $7,500)	$7,500
Loan Amount	$12,500
Lodi Energy Efficiency Financing Loan Installment	$521/month

What are the Loan Limits?
The project cost- after rebate is applied – must be a minimum of $1,500. Loan maximum per "customer of record" is $50,000 for commercial/small industrial customers assigned to the G1 or G2 rate; and up to $150,000 for customers assigned to the G3, G4, G5, or I1 rate, with a maximum 2-year, zero (0) percent loan term.

How Do I Apply?
Contact the City of Lodi Electric Utility at (209) 333-6874 or visit our website http://www.lodielectric.com

Energy Efficiency Financing Program Application

Please note: The City of Lodi does not endorse or recommend any vendor and does not review vendor proposals. The customer is solely responsible for reviewing the feasibility of the vendor proposal and verifying vendor qualifications, pricing, energy savings, warranties, and other terms and conditions. If you have concerns or disputes about equipment or any work performed, the customer must contact the vendor directly.

CUSTOMER INFORMATION

Name on Account (Customer of Record)	
Service Address	
Customer Contact Name and Title	
City, State, Zip	
Business Mailing Address (If different than above)	
City/State/Zip	
Phone	
Fax	
E-mail	
I have read and understand all terms and conditions set forth in this Application. I hereby certify that all of the information provided in this Application is true, correct and complete in all respects. I understand that the applicant must meet all eligibility criteria and requirements in order to participate in the City of Lodi Electric Utility Energy Efficiency Financing Program. I declare under penalty of perjury under the laws of the State of California that I am authorized to execute this Application on behalf of the Customer of Record listed below ("Customer").	
Authorized Customer Signature	
Authorized Customer Printed Name	
Date	

☐ NO CONTRACTOR (SELF-INSTALL)

CONTRACTOR (VENDOR) INFORMATION

☐ Signed Energy Efficiency Financing Program Guidelines on file with Lodi Electric Utility

Contractor (Vendor) Name	
CA State License #	
Representative Name	
Business Address	
City/State/Zip	
Business Phone Number	
Alternate Phone Number	
E-mail Address	
Contractor agrees that any confidential information concerning the Customer listed in this Application, including, but not limited to, any Utility account information, will be used for the sole purpose of facilitating such Customer's participation in the City of Lodi Electric Utility Energy Efficiency Financing Program. Contractor hereby agrees to release, hold harmless and indemnify Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the release of any of Customer's information obtained pursuant to this authorization set forth in this Application and from taking any action on behalf of Customer pursuant to such authorization.	
Contractor Representative Signature	
Contractor Representative Printed Name	
Date	

CITY OF LODI ELECTRIC UTILITY

DATE

PRINTED NAME

Energy Efficiency Financing Program Information

Check all that apply

☐ New application ☐ Revised application ☐ Revised cost ☐ Revised equipment or project scope*

Site Address			
City		**Zip Code**	
Total Contracted Project Cost *(pre-rebate/incentive amount)*	$	*Customer Contribution* *(if applicable)*	$

Description of energy conservation measure(s):

It is the customer's sole responsibility to analyze the effect of any electric project on the customer's electric bill that is eligible for rebate. Lodi Electric Utility makes no representation that any program eligible for a rebate will reduce or will not increase a customer's total utility costs.

**May require additional pre-inspection*

Total Project Cost	Total Rebate Amount	Total Customer Loan Amount	Projected Energy Savings	Projected Annual Dollar Savings	Simple Payback (In Years)

Term of Loan	Fixed Customer Monthly Energy Efficiency Loan Payment	Anticipated Monthly Energy Savings

If your site has more than one account number, loan will be attached to primary account

☐ **Completed Energy Savings Audit - attached (required)**

☐ **Vendor Contract or Proposal signed by customer - attached (required)**

I approve the estimated project scope, costs, and annual equipment operating hours. I understand that my loan calculation will be based on pre-inspection results and on this Energy Efficiency Financing Application. Any changes to scope, costs or equipment run hours require a revised, signed, dated Energy Efficiency Financing Application.

Authorized Customer Name (please print)

Authorized Title
(Owner, President, Chairman, VP, CFO, Controller, Treasurer, Asst. Treasurer, Secretary, Asst Secretary, Administrator, *other,: please specify*)

Authorized Customer Signature

Date

Application expires 90 days from customer signature date. Incomplete applications will not be processed.

Authorization to Permit Contractor to Receive Customer Account Information and Act on Customer's Behalf

For each of the items initialed below, Customer hereby authorizes the contractor listed in this Application to act as its agent and consultant for the Utility account listed in this Application and to perform the specific acts and functions in each such initialed item.

(Applicant must initial each applicable statement)

☐ Check with City of Lodi regarding Customer's eligibility to participate in the Lodi Electric Utility Energy Efficiency Financing Program, and request and receive Customer's account credit eligibility information for the Utility account listed in this application.

☐ Schedule a City of Lodi Electric Utility energy assessment and any required inspections on Customer's behalf and request and receive the results of such energy assessments and inspections.

Customer hereby authorizes the release of its Utility account information and authorizes the Contractor to act on its behalf on the following basis:

(Initial one (1) category only)

☐ One-time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time and receipt of this authorization).

☐ One (1) year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve (12) month period from the date of execution of this Application.

☐ Authorization is given for the period commencing with the date of execution of this Application until _____ (limited in duration to three (3) years from the date of execution). Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

Customer certifies that the contractor listed in this Application has authority to act on its behalf, to request the release of information for the Utility account listed on this Application and to perform the specific acts and functions listed above which Customer has authorized, and Customer authorizes Utility to release the requested information on its Utility account to such contractor. Customer understands that Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on the Customer's behalf. Customer hereby agrees to release, hold harmless, and indemnify Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: (1) any release of information to the contractor listed herein pursuant to this authorization; (2) the unauthorized use of this information by the Contractor listed herein; and (3) from any actions taken by the Contractor listed herein pursuant to this authorization. Customer understands that it may cancel this authorization at any time by submitting a written request.

_____ _____

AUTHORIZED CUSTOMER SIGNATURE DATE

LODI ENERGY EFFICIENCY FINANCING PROGRAM AGREEMENT

The undersigned customer ("Customer") and the undersigned contractor ("Contractor") have contracted for the provision by Contractor to Customer of energy efficiency/demand response equipment and services (the "Work"). Subject to the conditions (including the process for Adjustment) set forth in the next paragraph, City of Lodi Electric Utility ("COL") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this Energy Efficiency Financing Program Agreement ("Loan Agreement"). Contractor shall provide the Work as described in the Energy Efficiency Financing Program Application ("Application") and any contract between Customer and Contractor, which shall be attached to the Application.

The estimated Loan Balance is set forth below. However, the total cost of the Work as installed, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "Adjustment"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for an energy efficiency financing loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, COL shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer and Contractor in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase. Collectively the Application, and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement." In the event of any conflict among the foregoing components of the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application.

COL shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer and Contractor agree that the Customer and Contractor shall jointly and severally indemnify and hold harmless COL, its officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which directly arise from or are caused by (a) any breach of the Agreement (subject to the proviso regarding Contractor at the end of this sentence regarding obligations to repay the Loan Balance) or (b) the wrongful or negligent acts of omissions of any party in the conduct or performance of the Work or Contractor's or Customer's duties under the terms of this Agreement; provided, however, that in no event shall Contractor be deemed a co-obligor, surety or guarantor of Customer's obligations to repay the Loan Balance under this Agreement.

Customer represents and warrants that (a) Customer is receiving this Loan for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly

authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; (f) all factual information furnished by Customer to COL is true and accurate; and (g) the Energy Efficiency Financing Program was a determining factor in its decision to have the Work performed.

The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the check for the loan amount. Checks may be issued directly to the Customer or the Contractor or both, for the benefit of the Customer, as specified below. Customer and Contractor each understand that COL will not be responsible for any tax liability imposed on the Customer or Contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer and Contractor shall jointly and severally indemnify COL for any tax liability imposed upon COL as a result of the transactions contemplated under the Agreement.

Within sixty (60) days of Customer's and Contractor's written confirmation sent to COL Energy Efficiency Financing Program Administrator at address listed below of completion of the Work, COL will (a) conduct a post installation inspection and project verification; (b) adjust, if necessary, the total cost, incentive, loan balance, monthly payment, and loan term as stated above; and (c) issue a check (the "Check") for all amounts COL approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date." The Check shall be issued if the Work conforms to all requirements of the Agreement including, without limitation, the Application. If the Check is made payable to Customer, Customer shall be responsible to pay the amount thereof to Contractor. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess. Customer shall repay the Loan Balance to COL as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient.

The Customer agrees to repay to COL the Loan Balance, in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each COL utility bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date. Amounts due under this Loan Agreement shall be deemed to be amounts due under each bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account. Although a late payment fee may be assessed for delinquent payment of a utility bill, however, no late payment fee will be assessed for delinquent Loan repayment. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at COL's discretion. Any partial utility bill payments will be applied to energy charges before payment of the Loan Balance. Further payment details are set forth below. Any notice from COL to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within any such bill, and any such notices may also be provided to Customer or Contractor at the addresses below or as elsewhere specified in the Loan Agreement, and shall be effective five (5) days after they have been mailed. The monthly payments will be included by COL on the Account's regular energy service bills. **The Loan Balance shall not bear interest.** There are no pre-payment penalties; however, Customer agrees to notify the Energy Efficiency Financing Program Staff of pre-payment amounts at the time of payment by telephoning and by

sending written notice to COL Energy Efficiency Financing Program Administrator at the address listed below. In the event the Account is closed or terminated for any reason, or Customer defaults under the Agreement, the Customer will be required to repay the entire then-unpaid Loan Balance within 30 days. Customer understands that without limiting any other remedy available to COL against Contractor or Customer, failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.

$	$	$	$	Months	
Total Cost	Incentive	Loan Balance	Monthly Payment	Term	Number of Payments

Check Made Payable to Contractor ☐ $ _____ *(Loan Balance Amount)*

Customer ☐ $_____ *(Loan Balance Amount)*

CUSTOMER INFORMATION

Name on Account (Customer of Record)
COL Account Number
Service Address CA
City, State, Zip
Name and Title of Authorized Representative of Customer
Relationship to Customer of Record
Federal Tax ID or Social Security #
Signature of Authorized Representative of Customer
/ /
Date
Accepted: City of Lodi Electric Utility

CONTRACTOR INFORMATION

Contractor (Vendor) Name
Name and Title of Authorized Representative of Contractor
Business Address CA
City, State, Zip
Business Phone Number
Federal Tax ID or Social Security #
Signature of Authorized Representative of Contractor
/ /
Date

By:

City of Lodi Electric Utility

Date

Printed Name, Title

Address: