

The Commercial and Residential Buildings for New Construction Subprogram

Application and Agreement Form

Subprogram Overview

The Commercial and Residential Buildings for New Construction (CARB) subprogram provides rebates to residential and non-residential customers for the permanent installation of qualified high-efficiency equipment. New eligible construction projects may be eligible if built to meet or exceed the State of California Title 24 Energy Efficiency Standards, equipped with qualifying natural gas measures, and built in the SoCalGas service territory.

Subprogram Requirements

Program funds are limited and will be reserved on a first-come, first-served basis. The CARB subprogram may be changed or terminated without prior notice at any time. Applicants may not accept incentives and/or rebates from more than one utility-sponsored energy efficiency program for the same equipment.

Eligibility For Participation

Customer eligibility for the CARB subprogram is open to all mixed-use new construction customers who will (1) receive natural gas from SoCalGas, and (2) pay the Public Purpose Program (PPP) surcharge on the gas meter on which the energy-efficient equipment is installed.

For the project to be eligible for the CARB subprogram it must meet the following requirements:

 Applications and Agreement Forms must be submitted to and approved by SoCalGas prior to the purchase of equipment applicable to the rebate to ensure funds will be reserved. Applications and Agreement Forms are eligible for non-residential equipment or a mix of nonresidential and residential equipment. Projects with solely residential equipment are not eligible for this subprogram.

Equipment Requirements

Equipment must meet all applicable requirements as further described in the Application and Agreement Form. Additionally, SoCalGas reserves the right to verify installation and deny payment for equipment that does not meet all subprogram, eligibility and equipment requirements. Only new and unused equipment may be eligible. Equipment must also be installed and operational according to applicable federal, state, and local building codes, ordinances, standards and/or manufacturer's requirements.

The CARB subprogram accepts a wide variety of energysaving projects. All qualifying energy efficiency equipment must meet the following criteria:

- Must be purchased prior to installation
 Providing proof of purchase where equipment is paid in full.
- 2. **Must be permanently installed**Equipment that is not permanently installed, or can be easily removed, in each case, as determined by SoCalGas, is ineligible for rebate.
- 3. Cannot overlap with other incentive programs
 Customer may not apply to more than one California
 energy efficiency incentive or rebate program for the
 same equipment/measure or receive incentives from
 more than one such program for any equipment/
 measure. Gas and Electric components of a measure
 will be considered separately.



Reserving Funds

To reserve funds:

- Complete the Application and Agreement Form (including the attached worksheet) for commercial and residential mixed-use new construction and major modernization.
- 2. Print out, sign, and date the Application and Agreement Form (including the worksheets).
- 3. Provide a copy of the project's Title 24 Certificate(s) of Compliance CF-1R(s), authored and signed by a Certified Energy Analyst (CEA)(applicable to multifamily customers only).
- 4. Provide a copy of the W-9 Form for Applicant or the third-party payee receiving the rebate check.
- Prior to the construction start date, email the completed Application, worksheets, and CF-1R Certificate to <u>CARB@socalgas.com</u>.
- 6. Builders currently participating in the CARB Subprogram should reach out to SoCalGas Account Executive to enroll in additional projects.
- 7. If the Application is approved by SoCalGas, an email with a reservation number will be sent to the applicant as proof of project approval to participate in the CARB Subprogram. Funds will be reserved for 36 months from the date of the approval email. The deadline may be extended on a case-by-case basis, pending the availability of funds at SoCalGas' discretion. Only written requests sent by the applicant to the previously stated postal address or email address will be considered.

Project Install

After the Applicant has received written approval, the Applicant may initiate installation, which includes ordering equipment, purchasing equipment, demolition, installation, and commissioning. After all project equipment/measures have been installed and commissioned and are considered fully operational, the Applicant must notify SoCalGas.

Installation Review

Upon receipt of the Installation Equipment Information sheet, SoCalGas will evaluate the submitted package and if necessary, conduct a post-installation inspection to verify project installation and ensure the scope of work was not altered from the approved project Application and Agreement Form. Changes to the project scope of work will not be eligible for rebate without receiving written consent from SoCalGas prior to the completion of work.

Request For Payment

To claim your rebate:

- 1. When the project has been completed, complete the Request for Payment (RFP) form and send to SoCalGas with the following supporting documentation. For Applications with multiple projects, a completed RFP form can be sent in for each completed phase:
 - Project site address list (if more than one address in the project)
 - Proof of purchase A signed Attestation of Equipment Installation will be required to be submitted with each Request for Payment Form.
 - Proof of LEED or WaterSense certification A copy of the notification of certification or other record that documents the certification (applicable to multifamily customers only).
- 2. Email the completed Application and Agreement Form, along with the other required documentation with proof of purchase(s) to **CARB@socalgas.com**.

Rebate Payment

A rebate check for the qualified product(s) is generally mailed 90 days after SoCalGas approves a correct and completed Application and Agreement Form.

For any questions, please call 1-800-508-2348 or email: **CARB@socalgas.com**

Terms & Conditions

The following terms and conditions apply to the CARB subprogram. The individual or entity submitting the Application ("Applicant") hereby acknowledges and agrees as follows:

- 1. Applicant has read and understands the rules, requirements, and terms and conditions set forth in this Application and Agreement Form (together with all attachments hereto and the requirements and instructions set forth above, "Application") and agrees to abide by such rules, requirements and terms and conditions.
- 2. Applicant meets all eligibility requirements as stated or referenced in the Application.
- 3. The information Applicant has supplied on the Application and attachment(s) is true, correct and complete.
- 4. If the Application or any work related thereto is terminated for any reason, SoCalGas shall not be liable to the Applicant for damages or compensation of any kind. Notwithstanding anything to the contrary set forth herein, none of SoCalGas its affiliates, subsidiaries, parent companies, and its and their respective officers, directors, agents, and employees shall be liable to Applicant for any consequential damages, including loss of investment opportunity or lost profits, business interruption, or inability to obtain other contracts, whether such liability arises in contract, tort (including negligence or strict liability), or otherwise.
- 5. SoCalGas reserves the right, in its sole discretion, to determine eligibility for rebates. SoCalGas' determination is final.
- 6. SoCalGas makes no representation or warranty (including the warranty of merchantability or fitness for a particular purpose), and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or equipment selected or installed and expressly disclaims any such representation, warranty or liability. To the fullest extent permitted by law, Applicant agrees to indemnify and hold harmless SoCalGas, its affiliates, subsidiaries, parent company, officers, directors, agents and employees against all loss, damage, expense, fees, costs and liability arising from any measures installed.
- 7. Both funding and the CARB Subprogram are subject to the jurisdiction of the California Public Utilities Commission (CPUC) and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction.
- Applicant understands that if the rebate is modified in any way or terminated by order of any government entity, then the Application shall be revised or terminated consistent with that order.
- 9. SoCalGas may assign the Application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the Applicant's prior written consent. The Applicant may not assign this Application, in whole or in part

- (including by a direct or indirect change of control or by operation of law), or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SoCalGas.
- 10. Applicant understands rebates require inspections of the installed equipment. Therefore, Applicant agrees to provide access to the project site for these purposes to SoCalGas and/ or its agents or assigns and the CPUC and/or its agents or assigns.
- 11. To the fullest extent permitted by law, Applicant agrees to indemnify and hold harmless SoCalGas, its affiliates, parent company, officers, managers, directors, agents and employees from all claims, demands, losses, damages, costs, expenses and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons, including but not limited to employees of SoCalGas, Applicant, or any third party; (2) injury to property or other interests of SoCalGas, Applicant or any third party; (3) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; and/or (4) energy savings shortfall; so long as such injury, violation, or shortfall (as set forth in (1)-(4) above) arises from or is in any way connected with the project, including any third party's performance of or failure to perform the project, however caused.
- 12. Funding approved for this rebate is limited and will be paid on a first-come, first-served basis to qualified Applicants. Funds will only be reserved upon SoCalGas' approval of the Application. This rebate offer is subject to the availability of authorized funds.
- 13. Applicant agrees that Applicant will not apply for or receive incentives or rebates offered by local or state entities or other utilities for eligible equipment covered under this Application.
- 14. Applicant understands the following tax liability provisions: SoCalGas may report rebates greater than \$600 as income to Applicant on IRS Form 1099 unless: 1) Applicant has marked the "Corporation" or "Exempt" tax status box on the Request for Payment Form, or 2) Applicant has authorized SoCalGas to remit the rebate payment to a third party on the RFP Form. SoCalGas will report rebates greater than \$600 as income to the third party payee unless the Applicant has marked the "Corporation" or "Exempt" tax status box for the payee on the RFP Form. Utility recommends that Applicant consults a tax adviser concerning the taxability of rebates. SoCalGas is not responsible for any taxes that may be imposed due to rebate payments.
- 15. Applicant understands once an Approval Letter is issued for this Application, the Application will be processed under the program and the appliance rebate in place at the time. If the Application is withdrawn at any time in the process, Applicant may only resubmit an Application for the same project in the same program and appliance rebate, under specific approved circumstances.

- 16. Applicant understands SoCalGas may use the services of external consultant(s) for functions related to the submitted projects. The Applicant hereby authorizes SoCalGas to share any of the submitted project information with the consultants, expressly for this purpose.
- 17. If this Agreement is canceled for any reason, the Applicant may reapply at a later date. Applications will be accepted and estimated rebates will be committed based upon the funds available and program terms at the time of reapplication.
- 18. SoCalGas may suspend or terminate the Application, with or without cause.

The following terms and conditions apply to the Multi-Family customers within the CARB subprogram. The individual or entity submitting the Application ("Applicant") hereby acknowledges and agrees as follows:

- 1. By submitting the CF-1R(s) Applicant acknowledges that the project has complied with all applicable requirements of California Title 24 Building Standards prior to applying for the program.
- 2. Applicant acknowledges and agrees that rebates are only available for qualifying equipment that meet or exceed California Title 20 Appliance Efficiency Regulations. Additionally, for spaceheating and water-heating equipment, only models with efficiency levels which exceed that stated on the submitted CF-1R will be eligible for a rebate.
- 3. SoCalGas may assign the Application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the Applicant's prior written consent. The Applicant may not assign this Application, in whole or in part (including by a direct or in direct change of control or by operation of law), or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SoCalGas.

The Commercial and Residential Buildings for New Construction is a subprogram of the Energy Efficiency Rebates for Business Program which is funded by California utility customers and administered by Southern California Gas Company (SoCalGas) under the auspices of the California Public Utilities Commission. Program funds, including any funds utilized for rebates or incentives, will be allocated on a first-come, first-served basis until such funds are no longer available. This program may be modified or terminated without prior notice. The selection, purchase and ownership of goods and/or services are the sole responsibility of the customer. Customers who choose to participate in this program are not obligated to purchase any additional goods or services offered by manufacturer, vendor, service provider, or any other third party. SoCalGas makes no warranty, whether expressed or implied, including warranty of merchantability or fitness for any particular purpose, use or application of selected goods and/or services selected by customer. SoCalGas does not endorse, qualify, or guarantee the work of any third party. Eligibility requirements apply; see the program conditions for details.

Application & Agreement FormComplete this Application and Agreement Form to reserve funds for non-residential and residential new eligible construction projects.

Applicant/Payee Information							
Applicant/Builder Name							
Utility Representative	Payee Name						
Federal Tax ID (or) Social Security		☐ Corporation ☐ LLC ☐ Individual ☐ Partnership If exempt, describe why:					
Payee Address		Payee City			Payee ZIP Code		
Project Information							
Project Name							
Project Address/Location		Project City	/		Payee ZIP Co	ode	
Authorized Project Contact		Authorized	Contact Telep	phone Numbe	er		
Email							
Permitting Agency		Permit Dat	е				
Start Date		Estimated	Completion D	ate			
HERS* Provider (i.e. HERS Registry)		HERS* Com	npany				
HERS' Rater Address		HERS' Rate	r Email				
HERS [*] Rater Telephone No.							
*HERS = Home Energy Rating System							
Project Type (Please Select Multi-family or 0	Commercial)						
☐ Multi-family - Please select housing type: ☐ Low-rise (Less than 4 stories)	☐ Com	mercial					
☐ High-rise (4 stories or more)							
What utility company is providing electricity to	the project?	Southern Cal	ifornia Edison	LADWF	PG&E	□ SDG&E	
This project will be served by SoCalGas: \(\square\) Yes	s □ No Proje	ects not serve	ed by SoCalGa	s are not eligi	ble.		
Tract Number							
Phase Number(s)	Lot Number(s)						
Number of Units to Complete in: 2020	_ 2021 :	2022	2023	_ 2024	2025	Total	
Applicant Agreement I, the understand term 2. The infor 3. This projection programs 4. I understand	ersigned, agree of ad and understan as and conditions mation that I hav ect is not receivin for the same mea and that this Agr	that: d and agree set forth or re e supplied or g duplicate fo asures. eement is val	to abide to the eferenced in the higher this Applicat unding from n hid for 36 mon	e CARB subpr his Application ion is true, co nultiple utility ths from date	rogram rules, ron. rrect and com rsponsored en	equirements plete. ergy efficiency	
Company Name N	Name of Autho	rized Repre	esentative	Title			

Contractor Signature

Date

Commercial Worksheet

Commercial Baseline Level (Must install one from each group)

Group 1 — Water Heating

Commercial Hot Water Boilers

System Type	Efficiency Requirement	Rebate Amount	kBTUs per Unit	Quantity	Total Rebate Amount
Small/Medium - Tier I <200 kBtuh	≥ 0.87 UEF	\$5/kBtuh			\$
Small/Medium - Tier II <200 kBtuh	≥ 0.92 UEF	\$5.50/kBtuh			\$
Small/Medium - Tier III <200 kBtuh	≥ 0. 96 UEF	\$6/kBtuh			\$
Large - Tier I ≥300 kBtuh	≥ 0.90 TE or ≥0.92 CE	\$5/kBtuh			\$
Large - Tier II ≥300 kBtuh	≥0.96 TE or ≥0.98 CE	\$9/kBtuh			\$

Tankless Water Heater

Water Heater	Water Heater Rating	Required Efficiency	Rebate Amount
Small - Tier 1	<200 kBtuh	≥ 0.81 UEF	\$0.45/kBtuh
Small - Tier 2	<200 kBtuh	≥ 0.87 UEF	\$5/kBtuh
Small - Tier 3	<200 kBtuh	≥ 0.92 UEF	\$6/kBtuh
Small - Tier 4	<200 kBtuh	≥ 0.96 UEF	\$7/kBtuh
Medium - Tier 1	<200 kBtuh	≥ 0.84 TE	\$1/kBtuh
Medium - Tier 2	<200 kBtuh	≥ 0.90 TE	\$7/kBtuh
Medium - Tier 3	<200 kBtuh	≥ 0.96 TE	\$6/kBtuh
Large - Tier 1	≥ 200 kBtuh	≥ 0.84 TE	\$3/kBtuh
Large - Tier 2	≥ 200 kBtuh	≥ 0.90 TE	\$12/kBtuh

New Measures

Equipment	Required Efficiency	Size	Rebate Amount
Commercial Cooktop	≥43%		\$100/Burner
		Small ¹	\$1,000/Oven
Rotisserie Oven	≤2200 Btuh/Bird	Medium ²	\$2,000/Oven
		Large ³	\$3,000/Oven

Group 2 — **Space Heating**

System Type	Efficiency Requirement	Rebate Amount	MBTUs per Unit	Quantity	Total Rebate Amount
Space Heating Boiler - Medium Hot Water Tier 1 (300-2500 MBtuh)	≥ 85 TE	MBtuh = \$0.50			\$
Space Heating Boiler - Medium Hot Water Tier 2 (300-2500 MBtuh)	≥ 94 TE	MBtuh = \$3.00			\$
Space Heating Boiler - LARGE Hot Water Tier 1 (2500-10000 MBtuh)	≥ 85.3 TE or ≥ 87.3 CE	MBtuh = \$0.50			\$
Space Heating Boiler - LARGE Hot Water Tier 2 (2500-10000 MBtuh)	≥ 93 TE or ≥ 95 CE	MBtuh = \$3.00			\$
Space Heating Boiler - Medium Steam (300 - 2500 MBtuh)	≥ 82 TE	MBtuh = \$0.50			\$
Space Heating Boiler - Large Steam Tier 1 (2500-10000 MBtuh)	≥ 83 TE	MBtuh = \$0.50			\$
Space Heating Boiler - Large Steam Tier 2 (2500-10000 MBtuh)	≥ 84 TE	MBtuh = \$0.50			\$

Group 3

Item	Efficiency Requirement	Rebate Amount Quantity	Total Rebate Amount
Automatic Conveyor Broilers (Belt Width < 20")	See QPL*	\$1,500	\$
Automatic Conveyor Broilers (Belt Width 20-26")	See QPL*	\$1,500	\$
Automatic Conveyor Broilers (Belt Width > 26")	See QPL*	\$1,500	\$
Dishwasher, Single Tank Door Type Tier 1	(Gallons Per Rack <0.89) (Idle Energy Rate ≤0.55 kW)	\$250	
Commercial Dishwasher - High Temp Door Type Tier 2	<0.76* Gallons per Rack ≤0.55 kW	\$750	\$
Commercial Full-Size Convection Oven- Gas	≥ 46%	\$600	\$
Commercial Fryer Tier I-Gas	≥ 50%	\$900	\$
Commercial Fryer Tier II-Gas	≥ 60%	\$900	\$
Commercial Combination Oven-Gas (<15 Pan Capacity)	Steam Mode ≥38% and Convection Mode ≥44%	\$1,500	\$
Commercial Combination Oven-Gas (15-28 Pan Capacity)	Steam Mode ≥38% and Convection Mode ≥44%	\$2,000	\$
Commercial Combination Oven-Gas (>28 pan capacity)	Steam Mode ≥38% and Convection Mode ≥44%	\$3,000	\$
Commercial Steamer-Gas	≥38%	\$2,000	\$
Commercial Single Rack Oven-Gas	≥50%	\$1,000	\$
Commercial Double Rack Oven-Gas	≥50%	\$1,000	\$
Low Flow Pre-Rinse Spray Valve	≤1.07 GPM	\$20	\$
Commercial Griddle-Gas per foot	Heavy Load Cooking Energy-Efficiency ≥38%	\$150	\$
Total Rebates		Sum of All Rebate Rows Above:	\ \ \

*Qualified Products Lists (direct)

Multi-Family Worksheet

Both dwelling units and common areas qualify for the rebates.

Group 1 — Water Heating

System Type	Efficiency Requirement	Rebate Amount	MBTUs per Unit	Quantity	Total Rebate
Tankless Water Heater Tier 1	UEF 0.81	\$80	N/A		
Tankless Water Heater Tier 2	UEF 0.87	\$800	N/A		
Tankless Water Heater Tier 3	UEF ≥ 0.92-0.94	\$800	N/A		
Central Storage WH System Tier 1	≥ 0.90 TE	\$5 per MBTU			
Central Storage WH System Tier 2	≥ 0.96 TE	\$6 per MBTU			
Central Tankless WH System Tier 1	≥ 90% TE	\$4 per MBTU			
Central Tankless WH System Tier 2	≥ 96% TE	\$5 per MBTU			
Central Boiler Tier 1 (for water and/or space heating)	90% TE	\$4 per MBTU			
Central Boiler Tier 2 (for water and/or space heating)	≥ 96% TE	\$5 per MBTU			

Group 2 — Laundry & Bath

Measure Name	Efficiency Requirement	Rebate Amount	MBTUs per Unit	Quantity	Bonus Rebate
Thermostatic Restriction Valve — Shower Available with natural gas water heating equipment	N/A	\$15	N/A		
Thermostatic Restriction Valve — Shower/ Bath Combo Available with natural gas water heating equipment	1.5 GPM (MF)	\$30	N/A		
Clothes Washer Tier 1 — Front Loader Available with natural gas dryer and water heating equipment	IMEF ≥ 2.76 and IWF ≤ 3.2	\$50	N/A		
Clothes Washer Tier 1 — Top Loader Available with natural gas dryer and water heating equipment	IMEF≥2.06 and IWF≤ 4.3	\$50	N/A		
Clothes Washer Tier 2 Available with natural gas dryer and water heating equipment	IMEF ≥ 2.92 and IWF ≤ 3.2	\$75	N/A		

For Deed-Restricted Property Bonus Only (Multi-family)

Deed-restricted Type: (Check All that Apply) General Obligation Bonds Low-income Tax Credits Properties owned by HUD Local, State, or Federal Loans or Grants
Tax-exempt mortgage revenue bonds
• The building is deed- or contract-restricted to house low-income tenants under an agreement with HUD, the California Department of Housing and Community Development and/or the State Treasurer's Office restricting rents to affordable levels based on tenant income levels
· That are regularly verified by HUD or the specified state agency.
Other (specify)
Deed-restricted Property Verification (Required) By checking this box, I acknowledge and understand that if I am submitting for a deed-restricted property bonus, the project must meet the definition of "deed-restricted" as defined by California Public Utilities Code (CPUC) Section 2852(a)(3)(A) and further modified by the CPUC as a residential property financed with low-income tax credits, tax-exempt mortgage revenue bonds, general obligation bonds, or local,state, or federal loans or grants. SoCalGas reserves the right to require documentation of deed restrictions.

Request for Payment Form

Complete this form to request payment for completed units in multi-family or commercial new construction projects. You can fill it out on your computer and then print it out for submittal. Payment will be sent to the Applicant on file unless you fill out and sign the **Third Party Payment Authorization** below.

Reservation Number:	Production Home Phase Number: Number of		per of Homes in Phase:	
Applicant/Payee Information (Only	fill in and sign	below if changed sinc	e Applicati	on)
Applicant/Builder Name				
SoCalGas Representative		Payee Name		
Federal Tax ID (or) Social Security		Corporation LL If exempt, describe why:		idual 🗌 Partnership
Payee Address		Payee City, State		Payee ZIP Code
Project Contact Information				
Authorized Project Contact		Authorized Contact Tele	ephone Num	ber
Email				
Third Party Payment Authorization	1			
As the Applicant, I request that my CARB be receiving the rebate check I understangram requirements outlined in this Agreet income on Form 1099 to the third-party p below. SoCalGas is not responsible for any	d that my release ment. I also under ayee unless I have	of the payment to the Paystand that SoCalGas will r marked the "Corporation"	yee does not eport rebate ' or "Exempt"	exempt me from the pro- s greater than \$600 as
Make Rebate Check Payable to:				
Payee First and Last Name:				
Payee Company:				
Federal Tax ID	Co	orporation	Individual	☐ Partnership
(or) Social Security	If exe	mpt, describe why:		
Payee Address	Payee	e City, State:		Payee ZIP Code
Applicant Name:	Appli	Applicant Signature:		Date:
Supporting Documentation Requi		·		cation and Agreement Form, ed documentation with proof
the project) 2. Proof of purchase — A signed Attestati Installation will be required to be subr Request for Payment Form.		of purchase(s) to		
3. Proof of LEED or WaterSense certificat of the notification of certification or ot documents the certification (applicabl family customers only).	her record that			
Applicant Name	- — Authorize	d Signature		