

All-Electric Multifamily Program Application & Enrollment Agreement

Complete, sign, and email this program application and enrollment form to MultifamilyElectric@sfwater.org. Once this form has been reviewed and eligibility has been determined, an SFPUC representative will contact you with further information on next steps.

For assistance, contact the SFPUC at MultifamilyElectric@sfwater.org.

Applicant

The All-Electric Multifamily Program serves Hetch Hetchy Power customers in multifamily residential buildings with units that are designated as affordable. The Applicant must be a building owner or an authorized representative, including a property manager, of a building owner or affordable housing organization (nonprofit public benefit corporation), that currently owns and/or operates a multifamily residential building served by Hetch Hetchy Power in which 75% or more of the residential units are restricted under a deed restriction and/or regulatory agreement and regulated as affordable by the City (through the Mayor's Office of Housing and Community Development or Department of Homeless and Supportive Housing), state or federal agency. The building will not qualify if more than 25% of the residential units are not restricted and regulated as affordable by criteria used by the City, state, or federal government agency.

Company/Organization/Individual:

Type of Company/Organization/Individual (e.g., Property Management Organization, Property Owner, Other)

Applicant or Authorized Representative Contact Information First Name Last Name Title/Role: **Contact Address** City State Zip code E-Mail Phone Number: **Property Information** SFPUC Electricity Account Number (Hetch Hetchy Power Customers Only): Number of Buildings on Property: Number of Building Stories: Property Name: **Primary Property Street Address:** Zip Code: Secondary Property Address (If Applicable):

Year Built:

Year of Last Major Rehabilitation:

Is there a plan for demolition within the next 10 years from the application date?

Historic Preservation Considerations (If Applicable)

Program Participant Interest Priorities

(Check all that apply):

Heating Ventilation and Air Conditioning (HVAC) Water Heaters Appliances Electric Vehicle Charging Solar/Photovoltaics (PV) Battery Storage

(Optional) Please provide any additional interests you would like to prioritize:

Attestations

This section provides a list of required attestations.

By submitting this application and enrollment agreement ("Agreement"), the Applicant or its Authorized Representative hereby attest that:

- 1. The information provided in this application is true, accurate, and complete to the best of the Applicant's knowledge.
- 2. The Applicant understands that any false statements, misrepresentations, or omissions may result in disqualification from the Hetch Hetchy Power All-Electric Multifamily Program ("Program.")
- 3. This application is submitted by a person who has authority to submit this application on behalf of the Applicant and to make decisions regarding program participation.
- 4. The Applicant or its authorized representative has read and understands all program documents including the Hetch Hetchy Power All-Electric Multifamily Program Handbook ("Handbook.")
- 5. The Applicant understands and acknowledges that the Hetch Hetchy Power All-Electric Multifamily Program primarily provides technical assistance, customized electrification roadmaps and program referrals. The program referrals do not guarantee direct financial assistance or incentives.

² If multiple buildings, enter total square footage.

³ For the purposes of this application, an affordable unit is defined as any unit in a multifamily residential building restricted under a deed restriction and/or regulatory agreement and regulated as affordable by the City (through the Mayor's Office of Housing and Community Development or Department of Homeless and Supportive Housing), state or federal agency.

- 6. The Applicant understands that participation in the Hetch Hetchy Power All-Electric Multifamily Program is voluntary, and that the Applicant is under no obligation to accept the recommendations or the technical support offered under this program.
- 7. The Applicant understands that all estimates provided as part of the electrification roadmap/report are subject to change and should only be used as estimates and verified through independent process.
- 8. The Applicant understands that SFPUC and/or its consultants' implementation of the Program, and identification of potential energy upgrade or electrification projects, shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the electrification audit results, nor shall the Applicant, in any way, make such a representation to a third party.

Statement of Intent

- 1. The Applicant will collaborate in good faith with the Hetch Hetchy Power All-Electric Multifamily Program team to explore and consider electrification and energy efficiency opportunities at the program site and will cooperate and support all reasonable requests for site access, and information about the facilities, equipment and systems, and its operation.
- 2. The Applicant is interested in electrifying the program site and/or improving the energy efficiency of the program site.

Site Access Agreement

The Program offers on-site electrification assessments. Unless otherwise determined by the Program, the Applicant must permit program representatives to verify existing property conditions.

1. The Applicant agrees to provide reasonable access to the Property, building and applicable, In-Unit Dwelling(s) for SFPUC staff, program staff, and their authorized representatives to collect energy use information, equipment data, and information on electrical and natural gas infrastructure, and to perform site assessments, inspections and other requirements to support the electrification and energy audit, and the production of the electrification roadmap.

Data Collection

- The Applicant understands and acknowledges that the data collected from this application and subsequent program participation may be used by the Hetch Hetchy Power All-Electric Multifamily Program for program evaluation, reporting, case studies, promotional materials, and improvement purposes.
- 2. The Applicant grants permission for the program team to access and utilize this data for such purposes but understands that SFPUC will maintain the confidentiality of sensitive information such as utility account numbers, personally identifiable information, and housing and incomebased program participation information.
- 3. The Applicant understands that any information, data, or material provided as part of the application process or during program participation may be subject to public disclosure in accordance with applicable public records laws.

Terms and Conditions

By submitting this application, the Applicant hereby agrees to the terms and conditions as stated below:

- 1. Completing and submitting this program application is not a guarantee of program participation.
- 2. Applicant or its representative must have authority to enter into this Agreement, and be authorized to grant access to all areas of the program site for the Hetch Hetchy Power All-Electric Multifamily Program team to conduct an electrification and energy audit.
- 3. By submitting this application to the City, the Applicant acknowledges that its participation in the Hetch Hetchy Power All-Electric Multifamily Program is voluntary, and it is under no obligation to accept Technical Assistance or implement any recommendations, comments, or measures stemming from the Technical Assistance process.
- 4. The Applicant is solely responsible for the selection, design, installation, economic and technical feasibility, construction, operational capability and reliability of any energy upgrade or electrification projects pursued. The Applicant acknowledges and agrees that any changes made by the Applicant to the program site are based on the Applicant's independent review, analysis, and decision making and not in reliance on the recommendations or advice of the Program.
- 5. SFPUC'S and/or its consultants' development of the roadmap shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the roadmap and related projects, nor shall the Applicant, in any way, make such a representation to a third party. Applicant is solely responsible for the design, installation, economic and technical feasibility, construction, operational capability and reliability of any projects stemming from recommendations made in the roadmap. SFPUC makes no representations or warranties regarding the roadmap or projects based on the roadmap whether statutory, express or implied, including, without limitation, the implied warranties of merchantability or fitness for any particular purpose, use or application and specifically disclaims any such warranty, express or implied.
- 6. The Program holds all rights in association with the amending of these Terms and Conditions or the program documents at any time at its sole discretion. The applicant will be notified of any such changes and will have the option to continue participating in the Program under the revised Terms and Conditions or program documents or to withdraw from the Program.
- 7. This Agreement, including these Terms and Conditions and the program documents, shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in the City and County of San Francisco, California.
- 8. No liability for SFPUC and its consultants. Applicant agrees to indemnify, defend, and hold harmless the City and County of San Francisco ("City"), its officials, managers, agents, and employees from and against all claims, losses, damages, costs, expenses, and liability arising from any of the following: (i) injury to or death of any person, (ii) injury to property or any other interests of the City, Applicant, or any third party, (iii) violation of any law or regulation, (iv) energy savings shortfall, arising from or in any way connected to the Program, however caused and regardless of any strict liability or negligence of City, and (v) any costs or liability stemming from electrification projects based on the roadmap.
- 9. Applicant agrees that the Terms and Conditions apply to the Applicant's participation in the program as a program participant.

Applicant or its authorized representative name (printed):

Applicant or its authorized representative's signature:

Date of Signature: