



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 Agreement to Pay Assessment and Finance Improvements (the "Assessment Contract") is required before any financing is available. A sample Assessment Contract can be viewed online at www.mpowerplacer.org. At least one record owner must sign the Application; all record owners must sign the Assessment Contract. See *MPOWER Placer Financing Process Summary* for more detailed information.

If financing becomes unavailable due to depletion of MPOWER Placer funding, approved applicants 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.

Electronically submit, email, mail or deliver your completed Application and attachments to: mpower@placer.ca.gov or 2976 Richardson Drive, Auburn, CA 95603.

For questions regarding the status of your Application call (530) 889-4174 or email mpower@placer.ca.gov.

For information on 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..



APPLICATION

mPOWER Placer will help property owners of improved real property make principled investments in the energy and water efficiency of their property. The goals of the program are to increase energy and water efficiency resulting in decreased energy and water consumption, decreased utility costs for property owners, increased energy independence, increased investment in the local economy and reduced greenhouse gas emissions. 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 mPOWER Placer AB 811 Program Report and Administrative Guidelines.

SECTION 1: Eligibility Requirements

Eligible properties may be, commercial, industrial, agricultural and multi-family (5 units or more). Certain eligibility criteria must be satisfied. Financing may be approved if the following criteria are met, among others:

- For all solar photovoltaic or other distributed generation installations, the “Requirement to invest in energy efficiency before PVs” in accordance with the CEC “Elements of Energy Upgrade California Program” must be in place. If these measures are not in place, they must be installed before or along with the energy generation improvement..
- Lender has given Acknowledgment to mPOWER Placer Financing.
- Property owner is current on property taxes on the subject property and has not been in default for three years (or since property owner took ownership if less than three years).
- Property owner is not in bankruptcy and, if the property owner was subject to bankruptcy, it has been at least five years since discharge, and the property is not an asset in a bankruptcy proceeding.
- Property owner is current on mortgage(s). A notice of default must not have been filed against the property during the last five years (or since the property owner took ownership if less than five years).
- The property must not be subject to a mechanics’, Internal Revenue Service, Franchise Tax Board or other involuntary liens.
- There must not be a civil court record within the last five years that demonstrates failure by the property owner to make payments with respect to the subject property.



- Except in limited circumstances, the principal amount of the contractual assessment may not exceed 10% of property value plus the value of the improvements.
- Except in limited circumstances, the value of the property plus the value of the improvements must be equal to or greater than the total of (i) the principal amount of all outstanding private debt, (ii) the principal amount of any assessments (including the contractual assessments) and (iii) the allocable portion of any outstanding bonds issued under the Mello-Roos Community Facilities Act of 1982.
- The property's aggregate tax rate (including ad valorem property taxes, the contractual assessments, other assessments and special taxes) may not exceed 5% of the assessed value.
- There may not be any public record of easements or covenants prohibiting the improvement.

Property owners may make more than one application for funding under the Program if additional Energy and Water Conservation Improvements are desired by the owner.



SECTION 2: Applicant Information

Property Owner(s) Legal Name(s) as they appear on property tax records:	
OWNER 1	OWNER 1 – LAST 4 DIGITS OF SOCIAL SECURITY NUMBER XXX-XX-
OWNER 2	OWNER 2 – LAST 4 DIGITS OF SOCIAL SECURITY NUMBER XXX-XX-
OWNER 3	OWNER 3 – LAST 4 DIGITS OF SOCIAL SECURITY NUMBER XXX-XX-
OWNER 4	OWNER 4 – LAST 4 DIGITS OF SOCIAL SECURITY NUMBER XXX-XX-

Property Owner(s) Type (Check One):		
<input type="checkbox"/> Individual(s) / Joint Tenants / Common Property (Not in Trust)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Trust / Trustees / Living Trust	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other (Please specify)
Other: _____		

Property Owner Contact Information:		
NAME	EMAIL ADDRESS	DAYTIME TELEPHONE NO

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"/> Commercial	<input type="checkbox"/> Multi-Family Residential (5 or more units)
<input type="checkbox"/> Industrial	<input type="checkbox"/> Agricultural

SECTION 4: Improvements Information

**Proposed Improvements from the Non-Residential 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. | | |



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Custom Measures: List below or attach a separate sheet describing proposed improvements. Approval of custom improvements 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

If you are listing the proposed improvements on a separate sheet, you may either electronically attach them at the end of the application process, email, fax or mail them in with your application to:

Email: mpower@placer.ca.gov

Fax: 530 889-4100

Mail: 2976 Richardson Drive
Auburn, CA 95603

Please fill out any amounts known to you at this time.

Itemized Estimated Cost of Improvement(s)	
A. (i) Construction contract(s) (bid price for cost of materials and labor less any applicable rebates): and/or	\$ _____
(ii) If self-installing, cost of equipment (less applicable rebates; do not include any labor costs):	\$ _____
B. Contingency allowance [10% of (i) and/or (ii) above]:	\$ _____
C. Energy and water survey/audit costs:	\$ _____
D. Drafting, engineering and/or plan preparation costs:	\$ _____
E. Estimated Permit fees:	\$ _____
F. Inspection fee for non-permit required items(1 per site visit)	\$ _____ 150
G. Minimum Recording Fee for Assessment Lien*	\$ _____ 72
H. Truth in Lending Estimate	\$ _____ 50
I. Title Costs*	
(i) Financing requests less than \$5000: \$65	\$ _____
(ii) Financing requests \$5,000 to \$499,999: \$215	\$ _____
(iii) Financing requests \$500,000 and above may require a full title search. Contact mPOWER Placer for estimate.	\$ _____
J. Other Please list (Attach separate sheet if necessary):	
Other: _____ <input type="checkbox"/> See Attachment	\$ _____
Total:	\$ _____
Requested Financing Amount:	\$ _____

Minimum financing amount is \$2500.

*These fees will be deducted from disbursement amount.

Requested Contractual Assessment Repayment Period:	
<input type="checkbox"/> 5 Years	<input type="checkbox"/> 10 Years
<input type="checkbox"/> 15 Years	<input type="checkbox"/> 20 Years

Multiple Disbursements requested (only for Improvements in excess of \$60,000)	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Note: Multiple disbursements will be subject to an additional onsite minimum inspection fee of \$150.00 plus recording fees per each inspection. Contact mPOWER Placer for estimate.



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Required Documentation:

- ▶ Organizational documents if Property Owner is not on title as an individual, i.e., trust,, corporate or LLC documents showing the 'powers of the applicant' to encumber the property.
- ▶ Contractor's bid with energy analysis, which includes contractor's name and license number (unless self-installing). .
- ▶ MPOWER bid form . This form is available online.
- ▶ If self-installing: Statements, purchase orders, or other evidence of cost for items.
- ▶ Current mortgage statements or other evidence that mortgages or any other loans secured by the Property are current, including equity loans and equity lines of credit even if balance is zero or line of credit is unused.
- ▶ Report from onsite energy audit.
- ▶ Previous Twelve Months of Energy Usage

Please electronically attach on the next page, email, fax, or mail in the above documentation with your application to:

Email: mpower@placer.ca.gov

Fax: 530 889-4100

Mail: 2976 Richardson Drive
Auburn, CA 95603

Additional Documentation:

MPOWER Placer staff may request additional information and documentation they believe is necessary to prudently administer **MPOWER Placer**. Such information and documentation could include without limitation additional comparison bids and information related to the market value of the Property. **Once an application is approved, the 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 and all mortgages or other loans 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 Placer, 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 mPOWER Placer program. I/we understand that I/we must execute an Assessment Contract with the County of Placer in order to receive financing for certain product(s), equipment, and measures referenced in this Application (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 a contractual assessment levied against this Property. The Assessment Contract will specify the maximum amount of the contractual assessment and the contractual assessment installments and the interest on the assessment to be collected on the tax bill for the Property each year. The contractual 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 contractual assessment installments together with the interest on the contractual assessment and the related administrative costs 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. I/we understand that if any contractual assessment installment is



not paid when due, the County has the right to have the delinquent installment and its associated penalties and interest stripped off the secured property tax roll and immediately enforced through a judicial foreclosure action that could result in a sale of the Property for the payment of the delinquent installments, associated penalties and interest, and all costs of suit, including attorneys' fees.

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 contractual 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 as long as the contractual assessment remains as a lien on the Property, the financed Improvements must remain in place unless replaced by Improvements with equal or greater efficiency and capacity.
10. I/we agree that the selection of 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 Placer, 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 Placer.
11. I/we understand that the County of Placer 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.
12. I/we agree that the County of Placer 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 mPOWER Placer.
13. I/we agree that any carbon credits attributable to the Improvements, if any, shall be held by the County of Placer (on behalf of the mPOWER Placer).



14. I/we understand that I/we is/are responsible for meeting all mPOWER Placer 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



DISCLOSURE REGARDING ASSESSMENT FINANCING

The money for Property Owner Water & Energy efficiency Retrofitting (“MPOWER”) program establishes the manner by which the County of Placer (“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, interest and administrative costs) 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. If any contractual assessment installment is not paid when due, the County has the right to have the delinquent installment and its associated penalties and interest stripped off the secured property tax roll and immediately enforced through a judicial foreclosure action that could result in a sale of the Property for the payment of the delinquent installments, associated penalties and interest, and all costs of suit, including attorneys’ fees.

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 Placer 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 money for Property Owner Water & Energy efficiency Retrofitting 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 AN MPOWER 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 money for Property Owner Water & Energy efficiency Retrofitting 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).** MPOWER 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