

City of Piedmont
COUNCIL AGENDA REPORT

DATE: October 20, 2025

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of Approval of Ordinance No. 785 N.S. Authorizing the Borrowing of Funds in the Amount of \$57,974.49 with 0% Interest as Part of the PG&E Energy Efficiency Retrofit Loan Program to Finance Improvements to the City of Piedmont City Hall, Fire Department, Veterans Hall, Police Department, and 801 Magnolia; Authorization of the City Administrator to Execute Related Agreements

RECOMMENDATION

By a single motion: (1) Approve First Reading of an Ordinance No. 785 N.S. Authorizing the Borrowing of Funds in the Amount of \$57,974.49 with 0% Interest as Part of the PG&E Energy Efficiency Retrofit Loan Program to Finance Improvements to the City of Piedmont City Hall, Fire Department, Veterans Hall, Police Department, and 801 Magnolia; and (2) Authorize the City Administrator to Execute Related Agreements.

BACKGROUND

In March 2025, the City applied to participate in the first phase of the Pacific Gas and Electric Company's (PG&E's) Energy Efficiency Retrofit Loan Program (hereby referred to as the Program). The Program is funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission (CPUC). The Program provides qualified customers, like the City of Piedmont, with 0% interest, on-bill financing loans for select energy efficiency retrofit projects.

In April 2025, the City completed the first phase of the Program - an energy audit of most City facilities to determine Program eligibility as outlined in Attachment 2. Completion of the energy audit did not commit the City to any further action in the Program.

Performed by EcoGreen Solutions, a PG&E Trade Professional Alliance Authorized Agent, the audit included a detailed catalogue of existing lighting and space heating and cooling (HVAC) systems. PG&E Authorized Agents obtain specialty qualifications to become part of the Trade Professional Alliance and provide turnkey energy efficiency retrofit services on behalf of PG&E to qualified customers. The facilities selected for the audit were based on site accessibility and utility bill findings. City Hall, the Fire Department, Veterans Hall, the Police Department, Community Hall, 801 Magnolia, and the Recreation Department were assessed. Construction on the dispatch center in the Police Department was already underway when the audit occurred and was not included in the scope.

On August 4, 2025, the City Council adopted Ordinance No. 781 N.S. which authorized the borrowing of \$12,961.33 at 0% interest through the PG&E Energy Efficiency Retrofit Loan Program to upgrade lighting at the Recreation Department Building. The loan offer associated with Ordinance No. 781 N.S. included an on-bill financing loan repayment period of 9.73 years with estimated annual cost savings of at least \$1,331.42.

DISCUSSION

On July 23, 2025, PG&E offered the City another 0% interest on-bill financing loan for the purposes of LED lighting upgrades at the City of Piedmont's City Hall, Fire Department, Veterans Hall, Police Department, and 801 Magnolia. The On-Bill Financing Program Application Financing Supplement and On-Bill Financing Loan Agreement, which outlines the on-bill financing loan, can be found in Attachments 2 and 3, respectively.

Energy Audit Results and Proposed Scope of Work

The results of the audit can be found in Attachment 4. The audit includes an evaluation of 722 lighting fixtures. 488 of the fixtures were 'skipped' as they either did not qualify or were already upgraded to LED. For the remaining fixtures, the proposal includes converting 68 fixtures to LED, converting 344 tube bulbs to LED, and installing 13 emergency driver units, which provide temporary backup power to LED lighting fixtures during power outages.

The City has coordinated with EcoGreen Solutions to test two LED tube bulb options in the City Hall Conference Room to ensure that the quality of lighting remains comparable and comfortable for users. As seen in Attachment 4, the City has also confirmed that areas with existing dimmable fixtures, like those in 801 Magnolia, will continue to have dimmable LED replacements.

As seen in Attachments 4, 5, and 6, the total turnkey cost of these retrofits is quoted as \$57,974.49, based on the audit results and statement of work. The quote has been submitted to PG&E to determine on-bill financing eligibility and repayment. The work would be completed by EcoGreen Solutions and their Statement of Work, Attachment 5, outlines a full turnkey retrofit service, including labor, materials, disposal, and required patching or wall/ceiling repair costs.

Attachment 3 highlights that the proposed LED retrofits are projected to reduce energy consumption from lighting by 55.5% across City Hall, Fire Department, Veterans Hall, Police Department, and 801 Magnolia and save the City an estimated \$6,054.57 in electricity costs per year (at current rates).

On-Bill Financing Features

As detailed in Attachment 2, the Program loan offer is interest-free, free of fees, late payment penalties or other charges, and does not require upfront or out-of-pocket costs.

The proposed on-bill financing loan repayment period is 9.58 years for the City. The assumptions used to determine the repayment period are conservative and can be found in Attachment 3. During the on-bill repayment period, the City would experience an estimated \$504.55 of monthly energy savings and repay \$499.78 a month to PG&E through on-bill financing.

The loan funding offer is officially reserved by PG&E for up to 60 calendar days from their issuance of the On-Bill Financing Loan Agreement. If the Agreement is not signed within the defined 60-day window, PG&E is able to withdraw the dedicated funding and return it to the general funding pool for use by other customers. EcoGreen Solutions has communicated to PG&E that because the City of Piedmont Charter requires adoption of an ordinance with a first and second reading, and an additional 30 days to become effective, the City requires an extension of the loan funding offer. EcoGreen Solutions has agreed to an extension should City Council action be taken on October 20 and November 3, 2025.

It is also noted that PG&E will reissue the loan offer if, 1) at the end of construction the total project costs are more than \$100 than quoted, or 2) at the end of construction the actual savings experienced by the City of Piedmont are more than one month worth of repayment (\$499.78).

Participating Cities and Organizations

EcoGreen Solutions has completed PG&E Energy Efficiency Retrofit Loan Program projects in several jurisdictions, including, but not limited to:

- California Department of Motor Vehicles
- City of Davis
- City of Fort Bragg
- City of Lincoln
- Town of San Anselmo

City staff interviewed key personnel from the City of Fort Bragg and Town of San Anselmo for insight on the Program, including project coordination and work quality. Both agencies reported positive retrofit experiences and satisfaction with the results.

Existing Energy Efficiency Initiatives for City Facilities

In 2015, the City participated in the Smart Lights Program offered by East Bay Energy Watch and the Community Energy Services Corporation. At the time, that program resulted in light-emitting diode (LED) lighting upgrades of some of the City's lighting fixtures at City Hall, the Fire Department, Veterans Hall, the Police Department, the Recreation Department, Community Hall, and the Corporation Yard.

In 2022, the City participated in PG&E's Government and K12 Heat Pump/Hot Water Electrification Program to replace all the City's natural gas hot water heaters with heat pump alternatives. This program was fully funded by PG&E and required no out-of-pocket costs for the City.

Participation in the current PG&E Program aims to address remaining gaps from earlier initiatives, where the City has non-LED lighting and to investigate opportunities for energy efficient HVAC technology.

California Environmental Quality Act (CEQA):

The City Council finds that the adoption of this Ordinance is not a project under the requirements of the California Environmental Quality Act, together with related State CEQA Guidelines (collectively, “CEQA”) because it has no potential for resulting in a physical change to the environment. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility that the action approved may have a significant effect on the environment. CEQA applies only to actions which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. In this circumstance, the proposed action would have no or only a de minimis effect on the environment. The Ordinance is also exempt from CEQA under CEQA Guidelines section 15308, because it is a regulatory action for the protection of the environment.

CITY ATTORNEY REVIEW:

The City Attorney has reviewed this item.

CONCLUSION AND NEXT STEPS:

Participating in PG&E’s Energy Efficiency Retrofit Loan Program to upgrade lighting in the Recreation Department with LED fixtures is a cost-effective program that reduces municipal energy consumption and helps the City achieve its climate action goals. By taking advantage of PG&E’s 0% interest on-bill financing and turnkey program, the City will incur no out-of-pocket costs, and the project will have a simple payback of less than 10 years that will be offset by energy savings.

PG&E has already been made aware that the City requires an extension past the typical 60-day reservation of the loan. Should the Council approve the first reading of Ordinance No. 785 N.S., a second reading could occur as soon as November 3, 2025, and go into effect on December 3, 2025. Afterward, City staff will work with EcoGreen Solutions to develop a Contract between the two parties and to schedule a time to begin retrofits.

FISCAL IMPACT

Participation in the PG&E’s Energy Efficiency Retrofit Loan Program has no near-term impact to the approved budget as it is a 0% interest on-bill financing loan. The program does not require upfront or out-of-pocket costs from the City. Utility billing will remain similar consistent throughout the 9.58-year payback period, after which the City will experience estimated cost savings of \$6,054.57 annually.

ATTACHMENTS:

	<u>Pages</u>	
1	6	Ordinance No. 785 N.S. to Approve the Borrowing of Funds For Energy Efficiency Upgrades
2	7-9	PG&E On-Bill Financing Program Application Financing Supplement
3	10-14	PG&E On-Bill Financing Loan Agreement
4	15-16	City Buildings Energy Efficiency Audit Results
5	17-19	EcoGreen Solution Statement of Work
6	20	EcoGreen Solutions Quote for Retrofit

By: Daniel Gonzales, Public Works Director
Deniz Ergun, Sustainability Program Manager

ORDINANCE NO. 785 N.S.

AN ORDINANCE APPROVING THE BORROWING OF FUNDS IN THE AMOUNT
\$57,974.49 with 0 PERCENT INTEREST AS PART OF THE PG&E ENERGY
EFFICIENCY RETROFIT LOAN PROGRAM TO FINANCE IMPROVEMENTS TO
THE CITY OF PIEDMONT RECREATION BUILDING

The City Council of the City of Piedmont hereby ordains as follows:

SECTION 1.

By adopting this ordinance, the Piedmont City Council intends to authorize the borrowing of funds as required by Section 2.11 (5) of the City Charter by entering into an agreement with PG&E.

SECTION 2.

The Piedmont City Council hereby approves entering into an agreement with PG&E to borrow \$57,974.49 at 0 percent interest for the purpose of financing improvements to the Piedmont Recreation Building.

SECTION 3.

The City Council finds that the adoption of this Ordinance is not a project under the requirements of the California Environmental Quality Act, together with related State CEQA Guidelines (collectively, "CEQA") because it has no potential for resulting in a physical change to the environment. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility that the action approved may have a significant effect on the environment. CEQA applies only to actions which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. In this circumstance, the proposed action would have no or only a de minimis effect on the environment. The Ordinance is also exempt from CEQA under CEQA Guidelines section 15308, because it is a regulatory action for the protection of the environment. The foregoing determination is made by the City Council in its independent judgment. Staff shall prepare and file a notice of exemption in accordance with this determination and the requirements of CEQA.

SECTION 4.

This ordinance shall be posted at City Hall and after its second reading by the City Council for at least thirty (30) days and shall become effective thirty (30) days after such second reading.



Energy Efficiency Retrofit Loan Program Application Financing Supplement

The Energy Efficiency Retrofit Loan Program (the “Program”) is funded by California utility customers and administered by Pacific Gas and Electric Company (PG&E) under the auspices of the California Public Utilities Commission (CPUC). The Program provides qualified PG&E customers with a means to finance energy-efficient (EE) retrofit projects implemented under select PG&E EE Programs (the “Qualified Program”).

The loans issued under the Program are interest-free, unsecured loans to fully or partially reimburse qualified PG&E customers for the costs they incur in connection with a qualified retrofit project (the “Retrofit Project”), which term shall mean the energy efficiency retrofit project described in Customer’s relevant Energy Efficiency Program Application.

1. Conditions for Eligibility: Participation in the Program is limited to PG&E customers that meet the following conditions and satisfy these conditions throughout the duration of the Retrofit Project up to and including the date of Final Verification (defined below in Section 8): (a) the PG&E customer must be a business (“Commercial Customer”) or a federal, state, county or local government agency (“Government Customer”).* Commercial Customers and Government Customers are collectively referred to as “Customer;” (b) Customer currently receives service from PG&E at the location of the Retrofit Project (the “Location”); (c) Customer has continually maintained an active PG&E account for the previous 24 months and has a minimum of 12 months of historical metered energy usage at Customer’s current Location; (d) at the time the Customer’s Program Application is Approved and Customer’s Loan Agreement is executed, and at the time the loan is to be funded following completion of the Retrofit Project and satisfaction of all other requirements of the Loan Agreement, Customer must be in good credit standing, as determined by PG&E through credit review which may include a commercial credit check and a bill history review, which may be based upon the following and other criteria:

- a. No 24-hour disconnection notices in the last 12 months;
- b. No returned payments within the last 12 months;
- c. No more than 1 payment arrangement in the last 12 months;
- d. No broken payment arrangements within the last 12 months;
- e. No deposit assessed within the last 12 months; and
- f. The Retrofit Project qualifies, and Customer is eligible for an incentive under the Qualified Program.

2. Loan Features: The loans offered under the Program are interest-free (0%) and free of any fees, late payment penalties or other charges. The loan terms and conditions are set to provide simple payback from energy savings during the maximum allowed loan term and are calculated by dividing the loan amount (eligible project cost less Qualified Program Incentives) by the estimated monthly energy savings resulting from the Retrofit Project. The ensuing number of monthly payments must not exceed the Maximum Loan Term set forth in chart below (“Loan Amount and Term Limitations”).

Loan Amount and Term Limitations	
Interest	0%, with no additional fees or charges
Minimum Loan Amount	\$5,000
Maximum Loan Amount	\$250,000 (up to \$4,000,000 per premises with approved exception)
Maximum Loan Term, not to exceed the Expected Useful Life (EUL) of the measures	120 months

*Residential customers are ineligible.

- 3. Eligibility:** Prior to purchasing and installing any energy efficient measures or equipment under the Qualified Program, Customer must satisfy the eligibility requirements of both the Program and Qualified Program.
- 4. Project Review:** PG&E will assist Customers in understanding the energy efficiency measures available under the Qualified Program and will answer their questions concerning this Program. After Customer has decided upon the measures that comprise the Retrofit Project, PG&E will request that project engineering documentation is developed on behalf of the customer by their installer, and that the package is reviewed by an independent engineer prior to submission to PG&E. Projects costs and energy savings from this documentation are required in order to calculate the Loan Terms and prepare the Loan Documents. Thereafter, PG&E will provide Customer with a Loan Agreement, the Application, the applicable On-Bill Financing (OBF) Gas and/or Electric Rate Schedule and Loan Calculation Summary Sheet (collectively, the "Loan Documents").
- 5. Loan Documents:** If the terms of the loan are acceptable, Customer shall execute the Loan Documents and return them to PG&E prior to the commencement of the Retrofit Project. Incomplete or incorrect applications cannot be processed and may result in the delay of PG&E's approval and possible disqualification from the Program. Customer may withdraw this Application for any reason without penalty by sending written notice to PG&E.
- 6. Changes to Project Scope and/or Cost:** It is common for a project's scope and/or cost to alter during the installation phase. Refer to "Changes to Project Scope and/or Cost" section of the OBF Customer and Contractor Handbook for requirements if the project scope and/or cost changes after the loan agreement is executed.
- 7. Customer's Responsibilities for Contractor and Vendor:** Upon execution of the loan agreement between the Customer and PG&E, Customer may begin the Retrofit Project pursuant to the contract agreed upon by Customer, its contractor or vendor. PG&E does not endorse or recommend any particular contractor or vendor nor does PG&E review any contractor or vendor proposals. Rather, Customer shall be solely responsible for reviewing the feasibility of the contractor's and vendor's proposal(s) and verifying their respective qualifications, pricing, energy savings, warranties and the terms and conditions of the contractor's and/or vendor's contract with Customer.
- 8. PG&E Disclaimers:** Customer's design of the retrofit project and selection and use of energy efficiency equipment, measures and selection of contractors and vendors is at customer's sole discretion and at customer's sole risk. To the extent permitted by applicable law, PG&E expressly and specifically disclaims any liability in respect of any advice, information or other instruction provided by or on behalf of PG&E to customer in connection with the qualified program, program or retrofit project. PG&E does not warrant or bear any responsibility for any of the following:
 - a. The work performed by customer's contractor(s) or vendor(s), that the retrofit project is appropriate for the location;
 - b. The retrofit will result in or yield any energy efficiency savings or a specific amount of energy efficiency savings or other reduction in customer's PG&E utility bill after completion of the retrofit project;
 - c. The contractor's or vendor's services will be timely, complete or error-free, or that defects in the retrofit project will be corrected by such individuals;
 - d. Any errors, omissions, defects or delays in the design or construction of the retrofit project or the operation of any energy efficiency measures installed at the location.
- 9. Verification:** Upon completion of the Retrofit Project, Customer shall request PG&E's post-install project review (submission may be provided by the customers installer) and final verification that the Retrofit Project has been completed in conformity with the requirements of the Qualified Program and that customer remains eligible (the "Final Verification").
 - a. If there has been any change to the Retrofit Project's scope, cost and/or incentives available under the Qualified Program or energy savings, Customer will be required to enter into a Loan Modification Agreement with PG&E, which may include new contract terms reflecting the changes in the Retrofit Project. (If a Loan Modification Agreement is required, it shall be deemed part of the "Loan Documents".) See "Changes to Project Scope and/or Cost" section of the OBF Customer and Contractor Handbook for further information.
 - b. If the changes to the Retrofit Project are such that it no longer meets the Program's payback criteria or other conditions, the Retrofit Project will be considered ineligible, the Loan Agreement will be terminated, and no loan proceeds will be disbursed.
 - c. If PG&E determines, in its absolute discretion, that customer's credit has deteriorated or has otherwise placed customer's repayment of the loan at risk, the loan proceeds shall not be issued, even though the retrofit project may have been satisfactorily completed at customer's expense.

10. Disbursements: Subject to and following PG&E's satisfactory Final Verification, an incentive check and the loan proceeds will be issued to Customer or, at Customer's written direction, to Customer's contractor or vendor.

11. General Provisions:

- a. Applications for loans under the Program will be accepted from qualified Customers on a first-come, first-served basis until the funds allocated by PG&E for the Program are no longer available. The Program may be modified or terminated by the CPUC or PG&E at any time and without prior notice. However, termination of the Program following execution of a Loan Agreement by Customer will not affect that Loan Agreement, or, if Customer thereafter satisfies all Program conditions, the disbursement.
- b. The loan proceeds may only be used to pay or reimburse Customer for implementing or installing energy-efficient measures or equipment through the Qualified Program.
- c. If there is any conflict between the terms of any document relating to the Program, the Loan Documents shall control.
- d. For all retrofit projects, including but not limited to streetlight, HVAC and lighting retrofits, Customer acknowledges and understands that Customer is able to use the installation vendor or contractor of their choice.
- e. The customer confirms that the OBF loan funds are required for the project to be completed, and that without the loan funds the project would not otherwise be able to be completed with the same scope or within the same time-frame.
- f. Energy Efficiency funds, including On-Bill Finance loan funds, are public funds. Depending on the project that receives Energy Efficiency or On-Bill Finance loan funds may be considered a public work (as defined under Labor Code section 1720 et. seq.). For information on the rules and regulations that apply to public works, including payment of prevailing wages, see the [Department of Industrial Relations](#).

I have read, understand and agree to all of the Energy Efficiency Retrofit Loan Program requirements and terms and conditions set forth in this Program description.

I understand that loan calculations will be based on pre-inspection results and on the applicable program documentation, and that my agency/company must meet all eligibility criteria and requirements in order to participate in the Program. Any unapproved changes to project scope, costs or run hours, or to my agency's/company's creditworthiness, between the time the Loan Documents are accepted and signed, and the Retrofit Project is completed and the project's and my agency's/company's continued eligibility are verified, could result in loan ineligibility.

CITY OF PIEDMONT

Legal Name of Business (i.e., the formal name on your tax return)

Authorized Representative's Signature

Authorized Representative's Printed Name

Title

Date

Tax identification information (select one):

94-1583661

☐ Federal Tax ID Number

☐ Social Security Number

FOR PG&E USE ONLY:

PG&E OBF Administrator

Printed Name

Date

Retrofit Program Application Number

OBF Application Number



**Pacific Gas and
Electric Company®**

LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned Local Agency or District¹ Customer ("**Customer**") has contracted for the provision of energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company ("**PG&E**") shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("**Contractor**"), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, 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 the 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 the 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, PG&E 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 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.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors ("Local Agency or District Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, 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; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

¹ Local Agency or District as defined in California Government Code §50001 and §58004.

- Attachment 3
6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E 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, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
- a. The Customer agrees to repay to PG&E 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 PG&E utility bill or loan installment 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.
 - b. Check Made Payable to Customer ☐ or Contractor ☐
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E 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.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

Attachment 3

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electric use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to Local Agency or District cited in this loan agreement.

b. Check Made Payable to Customer ☐ or Contractor ☐

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

This table is to be completed by PG&E

Total Cost	Incentive	Customer Buy- Down (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$ 57,974.49	\$ -	\$ -	\$ 57,974.49	\$ 499.78	116	116

Check Made Payable to ☐ **Customer** ☒ **or Contractor**
[customer to select payment method. Note that only one check can be issued]

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-1583661	80-0196823

PG&E Account # / Service Agreement #
9527137116 / 9527137763

Account Name, Customer	Name, Contractor
Primary Customer Name: CITY OF PIEDMONT - 120 VISTA AVE - PIEDMONT	ECOGREEN SOLUTIONS, COREY BROPHY
Project ID: City of Piedmont - City Hall, Veterans Hall, Polic	
FA ID: 016421	

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 LA PAZ RD STE 100
	LAGUNA NIGUEL CA 92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
	COREY BROPHY, ECOGREEN SOLUTIONS

Full Name & Title →

Full Signature →

Date Signed →

Signature of Authorized Representative of Customer

Date

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

18. Once this Agreement is effective and unless otherwise agreed to by PG&E in writing, Customer must complete the approved project they are using these funds for, including submitting all post-installation documentation requirements, within 24 months thereafter. For avoidance of doubt, Customer will not be eligible and will not receive any funding under this Agreement, if their project is not fully complete within the 24 months or as otherwise expressly agreed by PG&E.

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter

Customer Name: CITY OF PIEDMONT - 120 VISTA AVE - PIEDMONT

Project Number: FA ID 016421

Calculations from: Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Check Made Payable to Customer ☐ or Contractor ☐	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$ 57,974.49	\$ -	\$ -	\$ 57,974.49	\$ 0.35	\$ -	17,383.70	(85.00)	\$ 6,054.57	9.58

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
115	116	\$ 499.78	\$ 504.55

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)

Mailing Address _____

EXISTING		Location		Suggested Replacements		Savings		In Reference to Quote # 201298								
Existing	Watts/Fix	# of Fixtures	isting Operating Hours-Day / Yr.	Building/Zone	Room/Area	Suggested Replacement	Watts/Fix	# of Fixtures	# of Lamps	Watts/bulbs Saved	Usage Saved	KWh Saved	Annual Savings	Type	Dimmable	Adjustable
2x4 box w 2 l8.	59 w	4	6 2 / 560	Veterans Hall	kitchen	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	2	8	152 w	55.5%	73.32	\$25.54	Tube	no	no
2 single switches	w	2	/	Veterans Hall	kitchen	Skip	w	2								
LED deco hb w 1 a19	w	4	3 / 582	Veterans Hall	lobby	Skip	w	4								
1 triple switch	w	1	/	Veterans Hall	lobby	Skip	w	1								
LED lb	w	3	/	Veterans Hall	lobby	Skip	w	3								
LED spotlight w 1 par38	w	6	4 3 / 582	Veterans Hall	main hall	Skip	w	6								
LED track lighting w 1 b40	w	38	4 3 / 582	Veterans Hall	main hall	Skip	w	38								
LED spotlight w 1 b40	w	18	4 3 / 582	Veterans Hall	main hall	Skip	w	18								
LED spotlight w 1 b40	w	12	4 3 / 582	Veterans Hall	main hall	Skip	w	12								
LED lb w 2 a19	w	2	3 1 / 123	Veterans Hall	backstage	Skip	w	2								
1 single switch	w	1	/	Veterans Hall	backstage	Skip	w	1								
LED wp w 1 a19	w	6	3 1 / 123	Veterans Hall	backstage	Skip	w	6								
1 double switch	w	/	/	Veterans Hall	backstage	Skip	w									
2x2 box w 2 l8.	33 w	1	3 1 / 123	Veterans Hall	hallway to stage	4" T8 LED Tube Double Ended Bypass(Type B), 5000K, UNV	21 w	1	2	12 w	36.4%	1.48	\$0.52	Tube	no	no
LED lin wrap	w	/	/	Veterans Hall	womens restroom	Skip	w									
4ft lin wrap w 2 l8.	59 w	1	1 3 / 145	Veterans Hall	storage closet	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	1	2	38 w	28.8%	2.47	\$0.86	Tube	no	no
1 single switch	w	1	/	Veterans Hall	storage closet	Skip	w	1								
LED lin wrap	w	/	/	Veterans Hall	mens restroom	Skip	w									
LED track lighting w 1 b40	w	3	4 3 / 582	Veterans Hall	hallway	Skip	w	3								
1 double switch	w	1	/	Veterans Hall	hallway	Skip	w	1								
4ft linear w2 l8s	59 w	4	1 1 / 41	Veterans Hall	locked rooms	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	4	8	152 w	64.4%	6.25	\$2.18	Tube	no	no
wp w 1 cfl	27 w	1	1,23; 7 / 4100	Veterans Hall	backside stairwell	LED Wallpack, 35K, 4K, 5K, UNV, PH	15 w	1	1	12 w	44.4%	49.20	\$17.15	fixture	yes	yes, colour selectable
LED can w 1 b40	w	6	12 7 / 4248	Veterans Hall	front entrances	Skip	w	6								
floodlight w 1 halogen	100 w	1	1,23; 7 / 4100	Veterans Hall	side of building	LED Flood Light, 3K, 4K, 5K, UNV, Knuckle Mount	12 w	1	1	88 w	88.0%	360.77	\$125.65	fixture	yes	yes, colour selectable
LED wp w 1 cfl	w	1	12 7 / 4248	Veterans Hall	stairwell by fire dept	Skip	w	1								
jelly jar vpt w 1 a15 incandescent	52 w	1	6 2 / 560	Veterans Hall	kitchen	Skip	52 w	1	1	w						
1 single switch	w	1	/	Veterans Hall	kitchen	Skip	w	1								
4ft lin wrap w 1 l8.	31 w	1	1,23; 7 / 4100	Police Department	off entrance	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	10.5 w	3	3	62 w	66.1%	252.13	\$87.81	Tube	no	no
4ft linear w2 l8s	59 w	4	1 1 / 41	Veterans Hall	locked office	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	4	8	152 w	64.4%	6.25	\$2.18	Tube	no	no
	w	/	/	Veterans Hall	small split units, pictures of them are in the folder, no	Skip	w									
2x2 w 2 l8 tube	59 w	1	9 7 / 3285	Police Department	kitchen	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	1	2	38 w	28.8%	55.85	\$19.45	Tube	no	no
LED 6in can w 1 a19	w	1	9 7 / 3186	Police Department	kitchen	Skip	w	1								
1 double switch	w	1	/	Police Department	kitchen	Skip	w	1								
LED 2x4	w	/	/	Police Department	dispatch center (all led)	Skip	w									
LED 2x4	w	6	/	Police Department	hallway (all led)	Skip	w	6								
2x4 w 2 l8.	59 w	1	12 7 / 4380	Police Department	detective office	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	1	2	38 w	28.8%	74.46	\$25.93	Tube	no	no
1 double switch	w	/	/	Police Department	detective office	Skip	w									
LED linear	w	/	/	Police Department	chief of police office	Skip	w									
4ft lin wrap w 2 l8.	59 w	3	6 7 / 2190	Police Department	mens restroom	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	3	6	114 w	52.5%	203.67	\$70.94	Tube	no	no
2x4 w 2 l8.	59 w	1	12 5 / 3129	Police Department	animal services office	4" T8 LED Tube Double Ended Bypass(Type B), 5000K, UNV	21 w	1	2	38 w	64.4%	118.89	\$41.41	Tube	no	no
1 single switch	w	1	/	Police Department	animal services office	Skip	w	1								
2x4 w 2 l8.	59 w	4	24 5 / 6257	Police Department	administration office	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	4	8	152 w	55.5%	819.69	\$285.49	Tube	no	no
1 double switch	w	/	/	Police Department	administration office	Skip	w									
2x4 w 2 l8.	59 w	2	24 7 / 8760	Police Department	hallway	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	2	4	76 w	64.4%	665.76	\$231.88	Tube	no	no
1 double switch	w	/	/	Police Department	hallway	Skip	w									
2x4 w 2 l8.	59 w	4	12 5 / 3129	Police Department	chief of police office	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	4	8	152 w	64.4%	475.54	\$165.63	Tube	no	no
1 double switch	w	/	/	Police Department	chief of police office	Skip	w									
2x4 w 2 l8.	59 w	2	24 7 / 8760	Police Department	office	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	2	4	76 w	64.4%	665.76	\$231.88	Tube	no	no
1 double switch	w	3	/	Police Department	office	Skip	w									
2x4 w 2 l8.	59 w	2	24 7 / 8760	Police Department	office	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	2	4	76 w	64.4%	665.76	\$231.88	Tube	no	no
1 double switch	w	/	/	Police Department	office	Skip	w									
2x4 w 2 l8.	59 w	4	12 5 / 3129	Police Department	detective office	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	4	8	152 w	64.4%	475.54	\$165.63	Tube	no	no
4ft lin wrap w 2 l8.	59 w	1	24 7 / 8760	Police Department	booking office	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	1	2	38 w	64.4%	332.88	\$115.94	Tube	no	no
1 single switch	w	/	/	Police Department	booking office	Skip	w									
LED floodlight w 1 par38	w	2	12 7 / 4248	Police Department	walkway	Skip	w	2								
1 split unit head pump	w	/	/	Police Department	walkway	Skip	w									
track lighting w 1 mr16.	50 w	16	6 3 / 873	801 Magnolia	lobby/gallery	LED Spot Track Lighting, 3000K, UNV, White, H-System	8.7 w	16	16	661 w	82.6%	576.60	\$200.82	Fixture	yes	no
1 double switch	w	1	/	801 Magnolia	lobby/gallery	Skip	w	1								
chandelier w 18 b11 incandescent	16 w	18	12 3 / 1745	801 Magnolia	entrance hallway	Skip	16 w	18	18	w						
1 single switch	w	1	/	801 Magnolia	entrance hallway	Skip	w	1								
chandelier w 36 b11 incandescent	16 w	216	4 3 / 582	801 Magnolia	gallery	Skip	16 w	216	216	w						
track lighting w 1 mr16.	50 w	30	4 3 / 582	801 Magnolia	gallery	LED Spot Track Lighting, 3000K, UNV, White, H-System	8.7 w	30	30	1,239 w	82.6%	720.74	\$251.03	Fixture	yes	no
1 dual switch	w	1	/	801 Magnolia	gallery	Skip	w	1								
1 single switch, 1 dimmer	w	1	/	801 Magnolia	gallery	Skip	w	1								
LED dual head spotlight w 1 b40	w	1	2 3 / 291	801 Magnolia	gallery	Skip	w	1								
1 a19 incandescent	60 w	1	2 3 / 291	801 Magnolia	gallery	Skip	60 w	1	1	w						
1 single switch	w	1	/	801 Magnolia	gallery	Skip	w	1								
chandelier w 18 b11 incandescent	16 w	18	6 3 / 873	801 Magnolia	performers lounge	Skip	16 w	18	18	w						
1 single switch	w	1	/	801 Magnolia	performers lounge	Skip	w	1								
track lighting w 1 mr16.	50 w	2	6 3 / 873	801 Magnolia	backstage hallway	LED Spot Track Lighting, 3000K, UNV, White, H-System	8.7 w	2	2	83 w	82.6%	72.07	\$25.10	Fixture	yes	no
1 single switch	w	1	/	801 Magnolia	backstage hallway	Skip	w	1								
track lighting w 1 mr16.	50 w	6	6 3 / 873	801 Magnolia	backstage hallway/makeup area	LED Spot Track Lighting, 3000K, UNV, White, H-System	8.7 w	6	6	248 w	82.6%	216.22	\$75.31	Fixture	yes	no
1 single switch	w	1	/	801 Magnolia	backstage hallway/makeup area	Skip	w	1								
lb w 1 a19 incandescent	60 w	1	3 3 / 436	801 Magnolia	music room	Skip	60 w	1	1	w						
LED 9in square can w 1 a19	w	6	9 5 / 2247	801 Magnolia East Wing (preschool)	classroom	Skip	w	6								
quade switch	w	1	/	801 Magnolia East Wing (preschool)	classroom	Skip	w	1								
LED likely a single lb w 1 or 2 6w a19	w	/	/	801 Magnolia East Wing (preschool)	locked storage closet in classroom	Skip	w									
indirect 8in w 2 l12	69 w	7	6 5 / 1498	801 Magnolia East Wing (preschool)	classroom	8" T8 LED Tube Type B, Color Selectable, 30K, 35K, 40K, 50K,65K, UNV	24 w	7	7	315 w	65.2%	471.96	\$164.38	Tube	no	yes, colour and lumen selectable
LED sconce w 1 a21	w	2	9 5 / 2247	801 Magnolia	hallway to restroom, private office	Skip	w	2								
LED 9in square can w 1 a19	w	1	9 5 / 2247	801 Magnolia	hallway to restroom, private office	Skip	w	1								
single switch	w	/	/	801 Magnolia	hallway to restroom, private office	Skip	w									
LED lb w 1 a19	w	2	3 3 / 436	801 Magnolia	lft room	Skip	w	2								
6in can w 1 cfl	34 w	2	6 5 / 1498	801 Magnolia	womens restroom	LED 6" Can Downlight 2700K/3000K/3500K/4000K/5000K, 120-277V WITH 0-10V DIMMING	10 w	3	3	38 w	55.9%	56.93	\$19.83	Fixture	yes	yes, colour and lumen selectable
6in can w 1 cfl	34 w	2	6 5 / 1498	801 Magnolia	mens restroom	LED 6" Can Downlight 2700K/3000K/3500K/4000K/5000K, 120-277V WITH 0-10V DIMMING	10 w	3	3	38 w	55.9%	56.93	\$19.83	Fixture	yes	yes, colour and lumen selectable
4ft linear w2 l8s	59 w	4	1 1 / 41	801 Magnolia		4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	21 w	4	8	152 w	64.4%	6.25	\$2.18	Tube	no	
LED lb w 1 a19	w	2	1 1 / 41	801 Magnolia	storage room	Skip	w	2								
1 single switch	w	1	/	801 Magnolia	storage room	Skip	w	1								
LED lb w 1 a19	w	1	9 5 / 2247	801 Magnolia	hallway	Skip	w	1								
LED lb w 2 a19	w	1	9 5 / 2247	801 Magnolia	entrance lobby	Skip	w	1								
2 single switch	w	2	/	801 Magnolia	entrance lobby	Skip	w	2								
LED lb w 4 a19	w	2	3 3 / 436	801 Magnolia	conference room	Skip	w	2								
1 single switch	w	1	/	801 Magnolia	conference room	Skip	w	1								

[illegible]



Statement of Work

1. **SCOPE OF WORK:** EcoGreen Solutions shall furnish all the materials and perform all of the work shown and/or described in the Energy Audit and Quote. EcoGreen Solutions is not responsible for touch up work i.e. – paint where replacement fixtures don't exactly match existing fixtures, ceiling tiles, etc...

a. **VFD/VSD installation:** If the project includes a VFD/VSD, standard installation costs include – VFD, startup, card, programming, installation of any conduit, running power, concrete footing (if needed), VFD mounting and interconnect to SCADA panel. Installation costs that are not included and would be an additional cost – wiring diagrams, fencing, gates, enclosures, relay box, controls.

2. **PROJECT COST:** The amount due for material and labor to be performed is \$57,974.49, subject to additions and deductions pursuant to authorized change orders/adjustment letters.

3. **PAYMENT & UTILITY FINANCING:** EcoGreen Solutions has worked with Customer to secure Utility financing on behalf of the Customer to fund payment of this project, of which, terms and payback periods are detailed in the Utility On-Bill Financing (OBF) documentation – PGE Project #/TIF # 16421.

Payment of the project shall be paid in the manner following:

Project Cost	\$57,974.49
Estimated Tax Benefit	\$0
Estimated Utility OBF	\$57,974.49
SUBTOTAL	\$0
Estimated Customer Out of Pocket Contribution	\$0

a. Customer understands that final utility rebate and OBF amounts issued may vary based on final installation counts and subject to additions and deductions pursuant to authorized change orders/adjustment letters.

b. Customer understands that should utility determine that OBF loan proceeds shall not be

issued due to customer's credit standing or has otherwise placed customer's repayment of the loan at risk, Customer shall be liable for payment of any product, labor, and installation due. This includes any product demos that aren't returned to EcoGreen Solutions.

c. **Notice to Proceed:** Once Utility On-Bill Financing is approved, if required, EcoGreen Solutions will provide LED demo fixture/lamps to assure proper light levels, color and aesthetics. Written confirmation from the Customer that demos are approved and approval to move forward with the ordering of product and installation will serve as formal Notice To Proceed.

4. GENERAL TERMS AND CONDITIONS

a. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.

c. EcoGreen Solutions may at its discretion engage subcontractors to perform work hereunder, provided EcoGreen Solutions shall fully pay said subcontractor and in all instances remain responsible for the proper completion of the project.

d. EcoGreen Solutions warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of EcoGreen Solutions or its employees and subcontractors.

e. Customer shall at its own expense obtain all permits necessary for the work to be performed.

f. EcoGreen Solutions agrees to remove all debris and leave the premises in clean condition unless instructed by Customer to do otherwise.

g. EcoGreen Solutions shall dispose of all hazardous lamps and tubes utilizing a proper recycling program unless instructed by Customer to do otherwise.

h. EcoGreen Solutions shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

i. Customer is responsible for verification of fixture counts and hours of operation reflected in the Energy Audit.

5. HAZARDOUS CONDITIONS: In the event that EcoGreen Solutions discovers existing or developing spore or mold growth, asbestos or other potentially hazardous conditions at the Project location, EcoGreen Solutions will stop work and will not attempt to test, repair or remediate such conditions. At Customer's sole expense, Customer must arrange to have the hazardous condition removed by a third party in compliance with applicable laws within a reasonable period of time, or EcoGreen Solutions may cancel this project. If the project is canceled, Customer agrees to pay EcoGreen Solutions the costs of materials, labor and services provided through the date of cancellation.

6. WARRANTIES:

a. MANUFACTURER WARRANTIES. Products installed as part of the scope of work are covered by separate manufacturers' warranties (hereinafter, "Manufacturer Warranties"). EcoGreen Solutions will assign to Customer any Manufacturer Warranties in effect upon installation. EcoGreen Solutions will also provide Customer reasonable assistance in contacting manufacturers. If manufacturer files for bankruptcy or goes out of business, EcoGreen Solutions is not liable or responsible for continued warranty support.

b. LIMITED WARRANTY. EcoGreen Solutions provides a limited warranty of 90 days (the "Limited Warranty Period"), after the date of invoice. For the avoidance of doubt, this Limited Warranty does not cover parts already covered by the Manufacturer Warranties set forth in above. During the Limited Warranty Period, EcoGreen Solutions will at its expense repair or replace any parts or labor covered by the Limited Warranty.

c. OBTAIN WARRANTY SERVICE. To obtain warranty service, you must notify EcoGreen Solutions in writing or via email at repairs@ecogreen-solutions.net of any defect. Provided that the Warranty has not expired, has otherwise voided, or is subject to an exclusion, EcoGreen Solutions will repair or replace the defect within a reasonable time after you notify EcoGreen Solutions.

If a fixture fails, please take a photo and send it to repairs@ecogreen-solutions.net, and include location information in your email. The photo should be close up so we can properly match the product with the replacement. We will order replacement products and schedule the installation. If a product is in stock, EcoGreen Solutions will ship the replacement immediately. If the product is not in stock EcoGreen Solutions will order the replacement parts from the factory. Please be aware that some of our suppliers require 6-8 weeks lead time. EcoGreen Solutions does not cover shipping and handling for fixtures.

If a fixture has failed and is past our 3 months parts and labor period, EcoGreen Solutions will work with the factory to get the replacement material for you. We do not cover the cost of shipping and handling from the factory to our warehouse or to your location. If you do not have a qualified electrician to install the replacement product, please contact us at the email address above. A quote for the labor to install the product will be provided in 1-2 business days.

If a lamp fails, please follow the same procedure as for fixtures. EcoGreen Solutions will send Customer the replacement lamp. Labor is not covered for lamps. Shipping and handling also is not covered on warranty claims for lamps.

Warranty claims will not apply for:

- Product that has been modified by the customer.
- Product that was subject to misuse, vandalism or negligence.

IMPORTANT EcoGreen Solutions must receive the fixture/lamp/driver back once your product has been replaced. We can receive credit for the replacement product only if the factory receives the failed unit back. Failure to return the failed product to EcoGreen Solutions within 30 days will result in an invoice for the full retail price of the product.

If the failed product has been discontinued by the manufacturer and is no longer supported by a factory, EcoGreen Solutions will suggest a similar replacement LED fixture or lamp. EcoGreen Solutions cannot be held responsible for product lines that have been discontinued; however, we will make every effort to find a similarly performing product.

7. MAINTENANCE AND REPAIR: If the products require maintenance or repair that is not covered by the warranties set forth above, EcoGreen Solutions will not perform this work unless you enter into a separate agreement to perform these services at your expense.



27671 La Paz Rd, Suite 100
Laguna Niguel, CA. 92677
info@ecogreen-solutions.net
(949) 364 - 6800

CITY OF PIEDMONT

City of Piedmont - City Hall, Veterans Hall, Police, Planning, Finance & Arts Center
120 Vista Ave
Piedmont, CA 94611

Acct: 9527137116; SAID: 9527137763

Quote

Quote # 201298
DATE 7/17/2025

Quotes are valid for 30 days from the above date.

Light EPN	INT/ EXT	DESCRIPTION	QTY*	Unit Price	Amount
EGTU-TC10-4ft-4000-T8-B	int	4' T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	10.5 w 288	\$11.97	\$3,447.36
EGTU-TC10-4ft-4000-T8-B	ext	4' T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	10.5 w 3	\$11.97	\$35.91
EGTU-TC10-4ft-5000-T8-B	int	4' T8 LED Tube Double Ended Bypass(Type B), 5000K, UNV	10.5 w 10	\$11.97	\$119.70
EGWP-IKIO15-5000-UNV	ext	LED Wallpack, 35K, 4K, 5K, UNV, PH	15 w 1	\$115.00	\$115.00
EGFL-HL12-CS-UNV-KM	ext	LED Flood Light, 3K, 4K, 5K, UNV, Knuckle Mount	F w 1	\$97.00	\$97.00
EGTL-HL8.7-3000-120V-WHT-H	int	LED Spot Track Lighting, 3000K, UNV, White, H-System	8.7 w 54	\$112.00	\$6,048.00
EGTU-TSWS-8FT-CS-UNV-T8-B	int	8' T8 LED Tube Type B, Color Selectable, 30K, 35K, 40K, 50K,65K, UNV	24 w 7	\$33.50	\$234.50
EGCL-ML10-6"-CS-UNV-REC	int	LED 6" Can Downlight 2700K/3000K/3500K/4000K/5000K, 120-277V WITH 0-10V DIMMING	10 w 6	\$105.00	\$630.00
EGTU-TC10-4ft-3500-T8-B	int	4' T8 LED Tube Double Ended Bypass(Type B), 3500K, UNV	10.5 w 35	\$11.97	\$418.95
EG-HL10-CCT-UNV-JJ	int	LED Jelly Jar VT, 4K, 5K, 20w or 10w UNV	10 w 1	\$118.00	\$118.00
EGLA-GCMR167-2700-GU5.3	int	LED MR16, 2700K, GU5.3	7 w 1	\$14.59	\$14.59
EGCL-ML8-4"-CS-UNV-REC	int	LED 4" Can Downlight, 120-277v, 27K,3K,35K,4K,5K	8 w 5	\$89.00	\$445.00
EGED-X-X		Emergency Driver	13	\$150.00	\$1,950.00

**QUOTED PRICING DOES NOT REFLECT INCOMING TARIFFS - FINAL PROJECT COST SUBJECT TO CHANGE BY TARIFF AMOUNT
DEPENDING UPON TIME OF PURCHASE AND PROJECT APPROVAL**

TERMS AND CONDITIONS

WHEN SIGNED OR APPROVED BY CLIENT, THIS FORM BECOMES AN OFFICIAL ORDER AND A LEGALLY BINDING COMMITMENT SUBJECT TO THE TERMS AND CONDITIONS OF THIS FORM. BY ACCEPTING THIS PROJECT AND MOVING FORWARD, CUSTOMER AGREES TO HAVE ECOGREEN SOLUTIONS PURCHASE AND INSTALL THE PRODUCTS LISTED ABOVE. All returned checks are subject to a \$20 service charge. If customer is utilizing a utility program where they default or get disqualified post install and the pre approved utility funding is canceled, the customer is liable for the project amount in full and the terms and conditions above will need to be met. Subject to collections and or litigation. If this invoice is not paid in full when due, a 1.5% per month late charge will be imposed. In this event, customer will be liable to pay reasonable collection charge, attorney fee and court cost. Warranty to be serviced by factory (see EcoGreen Scope of Work and warranty statement provided by the factory).

SIGNATURE:

DATE:

* All quantities to be verified by owner	SUBTOTAL	\$13,674.01
	LABOR	\$31,476.54
	SALES TAX	Included
(Brackets, Wiring, Sockets, Electrician Travel, Tiewire, Screws, Lifts, Lamp Recycling / Disposal, Shipping, Package, ETC.)	MISC. CHARGES	\$10,823.95
	3rd Party QA Review	\$2,000.00
	TOTAL PROJECT COST	\$57,974.49
	Estimated IRS Federal Tax Deduction per 179D:	\$10,009.20
	Estimated Annual Energy Savings:	\$6,054.57