STATE OF CALIFORNIA

# LOAN REQUEST FORM (LRF)

CEC-271 (Revised 01/13) CALIFORNIA ENERGY COMMISSION

New Agreement 005-15-ECG (To be completed by CGL Office)

| Division | Agreement Manager: | MS- | Phone |
|---|---|---|---|
| 400 Efficiency Renewable Energy Division | Shahid Chaudhry | 23 | 916-654-4858 |

| Recipient's Legal Name | Federal ID Number |
|---|---|
| Oroville Union High School District | 94-6002431 |

| Title of Project |
|---|
| Installation of 839 kW Photovoltaic (PV) Panels at Oroville High and Las Plumas High Schools |

| Term and Amount | Start Date | End Date | Amount |
|---|---|---|---|
| | 12 / 14 / 2015 | 12 / 31 / 2016 | $ 2,800,000 |

**Business Meeting Information**

☐ ARFVTP agreements under $75K or minor amendments delegated to Executive Director.

| | | | |
|---|---|---|---|
| Proposed Business Meeting Date | 12 / 09 / 2015 | ☐ Consent | ☒ Discussion |
| Business Meeting Presenter | Shahid Chaudhry | Time Needed: | 5 minutes |

Please select one list serve. Financing (Energy Efficiency Financing)

**Agenda Item Subject and Description**

Possible approval of Agreement 005-15-ECG for a $2,800,000 loan at zero percent interest to the Oroville Union High School District (District) for installing 839 kW roof- and parking structure mounted photovoltaic (PV) panels at Oroville High and Las Plumas High Schools. On completion, the project will reduce about 1,357,662 kWh of grid electricity consumption annually saving the District about $302,534 in utility costs. In addition, the project will reduce about 468 tons of carbon dioxide equivalent (CO2e) GHG emission every year. Based on the loan amount, the simple payback is 9.3 years. (ECAA Program Funding.) Contact: Shahid Chaudhry. (5 minutes)

**California Environmental Quality Act (CEQA) Compliance**

1. Is Agreement considered a "Project" under CEQA?
   ☒ Yes (skip to question 2) ☐ No (complete the following (PRC 21065 and 14 CCR 15378)):
   Explain why Agreement is not considered a "Project":
   Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because .
2. If Agreement is considered a "Project" under CEQA:
   ☒ a) Agreement **IS** exempt. (Attach draft NOE)
   ☒ Statutory Exemption. List PRC and/or CCR section number: PRC 21080.35
   ☐ Categorical Exemption. List CCR section number:
   ☐ Common Sense Exemption. 14 CCR 15061 (b) (3)
   Explain reason why Agreement is exempt under the above section:
   PRC 21080.35 provides statutory exemption for rooftop-mounted solar energy systems on an existing building. The statutory exemption also applies to carport-mounted solar energy systems installed at existing vehicle parking areas. Installations funded by the loan meet this criteria.
   ☐ b) Agreement **IS NOT** exempt. (Consult with the legal office to determine next steps.)
   Check all that apply
   ☐ Initial Study ☐ Environmental Impact Report
   ☐ Negative Declaration ☐ Statement of Overriding Considerations
   ☐ Mitigated Negative Declaration

**List all subcontractors (major and minor) and equipment vendors:** (attach additional sheets as necessary)

| Legal Company Name: | Budget |
|---|---|
| | $ 0 |
| | $ 0 |
| | $ 0 |

**List all key partners:** (attach additional sheets as necessary)

| Legal Company Name: |
|---|
| |
| |
| |

STATE OF CALIFORNIA

# LOAN REQUEST FORM (LRF)

CEC-271 (Revised 01/13) CALIFORNIA ENERGY COMMISSION

| Budget Information | | | |
|---|---|---|---|
| **Funding Source** | **Funding Year of Appropriation** | **Budget List No.** | **Amount** |
| Funding Source | 2014 | 401.039BB | $2,800,000 |
| Funding Source | | | $ |
| Funding Source | | | $ |
| Funding Source | | | $ |
| Funding Source | | | $ |
| R&D Program Area: | Energy Efficiency | TOTAL: | $2,800,000 |
| Explanation for "Other" selection | | | |
| Reimbursement Contract #: | | Federal Agreement #: | |

| Recipient's Administrator/ Officer | | | | Recipient's Project Manager | | | |
|---|---|---|---|---|---|---|---|
| Name: | Corey Willenberg | | | Name: | Bill Tronson | | |
| Address: | Oroville Union High School District<br>2211 Washington Ave. | | | Address: | Oroville Union High School District<br>2211 Washington Ave. | | |
| City, State, Zip: | Oroville, CA 95966 | | | City, State, Zip: | Oroville, CA 95966 | | |
| Phone: | 530-538-2300 | Fax: | 530-723-2357 | Phone: | 530-538-2300 | Fax: | 530-538-5308 |
| E-Mail: | cwillenb@ouhsd.org | | | E-Mail: | btronson@ouhsd.org | | |

| Miscellaneous Agreement Information | |
|---|---|
| 1. Annual Energy Savings | $302,534 |
| 2. Number of Repay Periods: | Leave blank if repay is based on energy savings |

| Selection Process Used | |
|---|---|
| ☐ Competitive Solicitation | Solicitation #: - - |
| ☒ First Come First Served Solicitation | |

| The following items should be attached to this LRF | | |
|---|---|---|
| 1. Loan Application | | ☒ Attached |
| 2. Budget Detail | | ☒ Attached |
| 3. CEC 105, Questionnaire for Identifying Conflicts | | ☒ Attached |
| 4. Recipient Resolution | ☐ N/A | ☒ Attached |
| 5. CEQA Documentation | ☐ N/A | ☐ Attached |

| Agreement Manager | Date | Office Manager | Date | Deputy Director | Date |
|---|---|---|---|---|---|

# EXHIBIT A

## ENERGY CONSERVATION ASSISTANCE ACT LOAN AGREEMENT

This Loan Agreement (the "Agreement") is entered into as of the date it is executed by both parties hereto, between the California Energy Resources Conservation and Development Commission (the "Energy Commission") and the Oroville Union High School District (the "Borrower") located in Butte County, CA.

1. **STATUTORY AUTHORITY AND LOAN**

   A. Pursuant to the purposes authorized by section 25410, et seq., of the California Public Resources Code (the "Energy Conservation Assistance Act"), the Energy Commission has approved the Borrower's loan application dated July 9, 2015, which is not attached but is expressly incorporated by reference herein.

   B. Subject to the terms, covenants, conditions, and including Special Conditions (if applicable) contained herein, and the Budget Detail/Summary of Project Cost and Savings attached as Exhibit A, Attachment 1 hereto to the extent it modifies the Borrower's loan application, the Energy Commission shall make a loan to the Borrower (the "Loan") in the amount of two million eight hundred thousand dollars ($2,800,000.00) evidenced by a Promissory Note (the "Promissory Note") for loan number 005-15-ECG attached hereto as Exhibit B.

2. **PURPOSE**

   The Borrower agrees to expend all funds disbursed pursuant to this Agreement only for the purposes and in the amounts set forth in Exhibit A, Attachment 1 (the "Project"). Any other use of funds disbursed hereunder shall require prior written approval by the Energy Commission.

3. **LOAN DISBURSEMENT SCHEDULE**

   A. The Energy Commission agrees to disburse funds to the Borrower upon the Borrower's execution of the attached Promissory Note and required supplemental documents, including invoices as required in Section 3.B below.

   B. Loan funds shall be disbursed on a reimbursement basis based on invoices submitted by Borrower in a form approved by the Energy Commission. Backup documentation for actual expenditures (such as timecards, vendor invoices, etc) and proof of payment must be provided to substantiate the request. Energy Commission staff will approve invoices

only after verifying requested amounts against backup billings and determining that expenses are appropriate and used for the authorized purposes of this Loan. For executed Agreements, invoices for expenses incurred during the Agreement Term are eligible for reimbursement.

C. All invoices must be submitted within sixty (60) days after Project completion.

D. The final ten percent (10%) of the Loan amount will be withheld as retention until the final report is received from the Borrower and the Commission's Project Manager determines the Project has been satisfactorily completed.

## 4. LOAN REPAYMENT AND INTEREST

All funds disbursed hereunder, together with all interest payable thereon, shall be repaid to the Energy Commission in accordance with the terms of the Promissory Note. The Loan shall bear simple interest at the annual rate set forth in the attached Promissory Note on the principal balance of Loan funds disbursed to the Borrower. Payment of said interest shall be due at the time of semiannual scheduled Loan repayment installments to the Energy Commission, and interest shall accrue from the time of disbursal of funds to the Borrower until receipt of full Loan repayment to the Energy Commission.

## 5. TERM

A. The effective date of this Agreement shall be the date on which it has been executed by both parties hereto. No work is authorized, or shall begin until the Energy Commission signs the Agreement.

B. The Borrower agrees to complete performance of its obligations under this Agreement within the applicable periods stated in this Agreement.

## 6. PREPAYMENT

The Borrower shall have the right to prepay all or any part of the amount of this Loan at any time without penalty.

## 7. PROMISSORY NOTE

In order to evidence its debt to the Energy Commission hereunder, the Borrower agrees to, contemporaneously with the execution of this Agreement, execute and deliver to the Energy Commission the Promissory Note (attached as Exhibit B hereto).

## 8. ACCOUNTS, AUDITS, AND RECORDS

A. The Borrower agrees to establish on its books a separate account for this Loan. This account shall be maintained as long as the Loan obligation remains unsatisfied.

B. The Borrower further agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn on said account for three (3) years after this Loan is repaid in full unless the Energy Commission requests a longer retention period.

C. The Borrower further agrees to utilize a voucher system by which all expenditures from said account will be authorized and authenticated.

D. The Borrower further agrees to allow the Energy Commission or any other agency of the State of California (the "State") or their designated representatives, on written request, to have reasonable access to, and the right of inspection of, all records that pertain to said account or the Project. The Borrower also agrees to submit to an independent audit, if requested by the Energy Commission, at the expense of the Borrower. Borrower agrees to maintain all such records for a minimum of three years after this Loan is repaid in full unless the Energy Commission notifies the Borrower, prior to the expiration of such three-year period, that a longer period of record retention is necessary.

## 9. SOURCE OF REPAYMENT; OPERATION OF PROJECT

A. Semiannual payments due to the Energy Commission under this Agreement shall be made from savings in energy costs or other legally available funds as the Borrower chooses. If the Borrower is a county, city, town, township, board of education, or school district, the Borrower agrees that the amount of the semiannual Loan repayment shall not be raised by the levy of additional taxes and shall not be an obligation against tax revenues, but shall be obtained either from savings in energy costs resulting from the subject energy conservation projects or other legally available funds as the Borrower chooses.

B. Energy cost savings as determined by the Energy Commission are based on energy usage and serving utility rate schedules at the time of the issuance of this Loan, except as specified in Special Conditions, if any, as detailed in this Agreement, and the information and data contained in the Borrower's loan application and technical study. The following will not affect the Energy Commission's initial finding of energy cost savings, and are not a basis for claiming a lack of energy savings: a) changes in energy use and/or rate schedules which occur after issuance of the Loan,

except as specified in Special Conditions, if any, as detailed in this Agreement, b) deviations in the Project work scope from what was approved by the Energy Commission, c) changes in the Borrower's facility and/or equipment which occur after the issuance of the Loan, including, but not limited to maintenance, operations, schedules, employees and facility alterations and expansions, d) deviations, omissions or errors found in the loan application and technical study after the Loan award. The Borrower is responsible for ensuring the accuracy of the information contained in its loan application and technical study. In the event annual energy cost savings resulting from the Project, as determined by the Energy Commission, fail to equal or exceed the amount due under this Agreement, this Agreement may be renegotiated to assure that the repayment amount does not exceed the actual energy savings or avoided costs resulting from the Project, and the Promissory Note will be revised accordingly. In no event, however, will the number of semiannual installments payable hereunder and under the Promissory Note exceed forty.

C. The Borrower shall obtain and maintain in its records any and all permits and licenses required to install or operate the Project and shall comply with all local, state, and federal laws, rules and codes concerning the Project. The Borrower shall maintain the Project in good working order for the duration of the Loan and shall insure that staff members are provided appropriate training on the operation and maintenance of the Project. The Borrower shall maintain insurance on the Project and**,** in the event of any casualty loss covered by such insurance policy, apply the proceeds to the repair of the Project or, with the approval of the Energy Commission, may use the insurance proceeds to install alternate projects to generate alternative energy cost savings to repay the Loan.

D. The Borrower agrees to provide the Energy Commission with the following information for three years following completion of the Project, unless the Energy Commission requests a longer period: (1) the annual computation, required by Section 25414 of the Energy Conservation Assistance Act, of energy cost savings for the most recent fiscal year, calculated in the manner and provided in the format prescribed by the Energy Commission; and (2) any information or change in assumptions or operations which might affect the Energy Commission's initial determination of energy savings.

E. The Borrower authorizes any official or agent of the Energy Commission or the State to conduct physical inspections of the Project before the commencement; during construction, installation and implementation of the Project; and at any time prior to the complete repayment of the Loan. In each contract entered into with suppliers of goods and services to

install, conduct, or operate the Project, including management services, the Borrower shall include terms which allow any officer or agent of the Energy Commission or the State access to the Project site and to any books, documents, or records directly relevant to the Project.

F. If, prior to final repayment of the Loan, the Borrower sells the equipment or material installed with the proceeds of the Loan or sells the building, facility or system in which the Project has been implemented, then the Borrower shall apply the sale proceeds to repay any remaining balance due under this Agreement in full at the time of such sale. The Borrower shall notify the Energy Commission within five business days of the date on which the Borrower enters into an agreement to effect such transaction. The Borrower shall repay the Energy Commission within 30 calendar days of receiving an invoice from the Energy Commission for the balance due.

G. In accordance with Section 25415 of the Energy Conservation Assistance Act, the Borrower covenants to take such action as may be necessary to include all payments due hereunder in its annual budget and to make the necessary annual appropriations for all such payments. The obligation of the Borrower to make such payments shall be limited to the savings realized by the Borrower as a result of implementing the Project funded by the Loan.

## 10. DEFAULT

A. The Borrower's failure to comply with any of the terms of this Agreement shall constitute a breach of this Agreement and an event of default. In such case, the Energy Commission may declare this Agreement to have been breached and be released from any further performance hereunder.

B. In the event of any default or breach of this Agreement by the Borrower, the Energy Commission, without limiting any of its other legal rights or remedies, may, to the extent permitted by law, declare the Promissory Note evidencing this Loan to be immediately due and payable from Borrower's savings realized by Borrower as a result of implementing the Project funded by this Loan or Borrower's other sources, but in no event from revenue raised by the levy of additional taxes.

## 11. TERMINATION

A. With Cause

The Energy Commission may, at its option, terminate this Agreement with cause in whole or in part, at any time prior to the funding of the Loan, upon

giving five (5) days advance notice in writing to the Borrower. "Cause" includes without limitation:

1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or

2) Significant change in Energy Commission or State policy such that the work or product being funded would not be supported by the Energy Commission; or

3) Reorganization to a business entity unsatisfactory to the Energy Commission.

B. Without Cause

The Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, at any time prior to the funding of the Loan, upon giving thirty (30) days advance notice in writing to the Borrower.

12. **REPORTING**

A. Progress reports are due each calendar quarter until Project completion. At a minimum, Borrower shall submit progress reports in accordance with the following schedule:

| **PROGRESS REPORT SCHEDULE** | |
|---|---|
| **For the Period Covering** | **Report Due Date** |
| January 1 through March 31 | April 5th |
| April 1 through June 30 | July 5th |
| July 1 through September 30 | October 5th |
| October 1 through December 31 | January 5th |

B. A final report is due no later than (sixty) 60 days after Project completion.

C. The Energy Commission will not process an invoice unless the Borrower's report submittals are up to date.

D. If requested by the Energy Commission, Borrower shall submit, within ten (10) days after the Energy Commission's written request, a status report on its activities to date, pursuant to this Agreement.

E. Reports shall be in a format as determined by the Energy Commission.

F. The Borrower shall submit reports regarding energy savings as described in Section 9.D above.

## 13. GENERAL TERMS

A. Indemnification by the Borrower. The Borrower agrees to indemnify, defend, and save harmless the Energy Commission, the State, and their officers, agents, and employees from any and all claims, losses, or costs (including reasonable attorney fees) arising out of, resulting from, or in any way connected with the Loan or this Agreement, or the financing or the operation of the facilities financed with the Loan.

B. Ownership of Equipment and Material. All equipment and material acquired under this Agreement shall become the property of the Borrower at time of purchase. The Borrower shall obtain and maintain in its records a written waiver of all claims, other than those previously made in writing and still unsettled, from each contractor who supplies goods and services, including management services, in connection with the Project.

C. Independent Capacity. The Borrower, and the agents and employees of the Borrower, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission or the State of California.

D. Assignment. Without the written consent of the Energy Commission, this Agreement is not assignable or transferable by the Borrower either in whole or in part. The Energy Commission may assign its rights under this Agreement for security purposes, and in such event the assignee of this Loan Agreement, including the bond trustee of any bonds which may be secured by repayment of this Loan**,** shall be entitled to enforce the provisions hereof and shall be a third party beneficiary of this Agreement.

E. Time of the Essence. Time is of the essence in this Agreement. Borrower is required to take timely actions which, taken collectively, move to completion of the purpose for which this Loan was awarded. The Commission Project Manager will periodically evaluate the progress toward completion. If the Commission Project Manager determines that the Borrower is not progressing toward completion within one (1) year after the effective date of this Agreement, the Commission Project Manager may, without penalty or prejudice to any of the Energy Commission's other remedies, terminate this Agreement.

F. Amendment. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

G. Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

H. Governing Law and Venue. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Venue shall be in Sacramento County.

I. Non-discrimination. During the performance of this Agreement, the Borrower and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and family care leave. The Borrower and its contractors and subcontractors shall insure the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Borrower and its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. The Borrower and its contractors and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Borrower and its contractors shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

J. Incorporation of Energy Conservation Assistance Act. The Energy Conservation Assistance Act, together with any applicable rules, regulations or procedures authorized by such statute, is incorporated by reference in this Agreement.

K. Borrower Authorization. The Borrower certifies it has full power and authority to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by the Borrower. The Borrower acknowledges the resolution of its governing body or other official action authorizing it to enter into this Agreement. The Borrower also authorizes

such further acts as are necessary, including execution of the Promissory Note, to implement and further the intent of this Agreement.

L. Prevailing Wage. The Borrower shall comply with Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code relating to the payment of prevailing wage for work performed on the Project financed in whole or in part with the proceeds of the Loan.

M. Funding Eligibility. By signing this Agreement, Borrower certifies it is eligible to receive state funding under all applicable laws, including but not limited to Chapter 2.8 “Project Labor Agreements”, of Part 1, of Division 2 of the Public Contract Code.

## 14. NOTICE

Any notice required to be given to the Energy Commission hereunder shall be sent to the person and address listed under Legal Notices in Exhibit G, Contacts, or at such other address as the Energy Commission may designate in writing to the Borrower. Any notice required to be given to the Borrower hereunder shall be sent to the address shown for Borrower in this Agreement, or at such other address as the Borrower shall designate in writing to the Energy Commission. Notice to either party may be given using the following delivery methods: U.S. mail, overnight mail, or personal delivery, providing evidence of receipt, to the respective parties identified in this Agreement. Delivery by fax or e-mail is not considered notice for the purposes of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery in which case the effective date shall be postponed 24 hours, or whenever the next business day occurs.

**EXHIBIT A**
**ATTACHMENT 1**
**BUDGET DETAIL/PROJECT COST AND SAVINGS**

This loan is made to the Oroville Union High School District ("*Borrower*") for renewable energy Projects in Butte County. The Projects consist of installing roof- and parking structures mounted photovoltaic (PV) panels at the Borrower's sites listed in Table 1.

The Table below summarizes the estimated Project cost(s), saving(s) and simple payback(s) for the Project.

***TABLE 1: Summary of Project Cost and Savings: Oroville Union High School District***

| Site | PV System Size (kW) | Estimated Measure Cost ($) | Annual Electric Savings (kWh) | Annual Energy Cost Savings ($) | CEC Loan Amount ($) | Simple Payback* (years) |
|---|---|---|---|---|---|---|
| Oroville High School, 1535 Bridge St. Oroville, CA | 476 kWdc | $2,064636 | 758,241 | $175,046 | | |
| Las Plumas High School, 2380 Las Plumas Ave. Oroville, CA | 363 kWdc | $1,574,246 | 599,421 | $127,488 | | |
| **Total** | **839** | **$3,638,534** | 1,357,662 | $302,534 | **$2,800,000** | **9.3** |

* The simple payback is based on the loan amount.

The Borrower shall implement each measure listed in Table 1.

If Borrower does not complete one or more of the measures or deviates from the quantities and specifications listed in Table 1, the Energy Commission will calculate the maximum loan amount supported by the Project. The loan amount will be determined by the lesser of: (1) multiplying the annual energy cost savings by 20; (2) total Project costs; or (3) approved loan amount.

A letter of agreement or loan amendment may be necessary to document these changes, at the discretion of the Energy Commission.

If the Borrower has received disbursements exceeding the maximum loan amount supported by the Project, the Borrower shall refund the difference to the Energy Commission within 30 days of notification.

**RESOLUTION NO: 15-1209-7**

**STATE OF CALIFORNIA**

**STATE ENERGY RESOURCES**
**CONSERVATION AND DEVELOPMENT COMMISSION**

RESOLUTION - RE: OROVILLE UNION HIGH SCHOOL DISTRICT

**RESOLVED,** that the State Energy Resources Conservation and Development Commission (Energy Commission) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

**RESOLVED,** that the Energy Commission approves Agreement 005-15-ECG with Oroville Union School District for a $2,800,000 loan at zero percent interest to install 839 kW roof and parking structure mounted photovoltaic (PV) panels at Oroville High and Las Plumas High Schools. On completion, the project will reduce about 1,357,662 kWh of grid electricity consumption annually saving the District about $302,534 in utility costs. In addition, the project will reduce about 468 tons of carbon dioxide equivalent (CO2e) GHG emissions every year. Based on the loan amount, the simple payback is 9.3 years; and

**FURTHER BE IT RESOLVED,** that the Executive Director or his/her designee shall execute the same on behalf of the Energy Commission.

## ***CERTIFICATION***

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on December 9, 2015.

AYE: [List of Commissioners]
NAY: [List of Commissioners]
ABSENT: [List of Commissioners]
ABSTAIN: [List of Commissioners]

_____
Tiffani Winter,
Secretariat