

TO: TOWN COUNCIL

FROM: TOWN MANAGER

RE: JOIN PLACER COUNTY ENERGY FUNDING mPOWER PROGRAM

ISSUE

Placer County asks that cities in the County join in a program called mPOWER that will assist property owners with loans for energy and water efficiency and distributed generation projects.

RECOMMENDATION

Adopt Resolution consenting to the inclusion of properties within the incorporated area of the Town of Loomis in the Placer County AB 811 program, Placer mPOWER, to finance energy and water efficiency and distributed generation renewable energy source improvements for property owners within the town limits and authorize the Mayor to sign a cooperative agreement, as approved by the Town Attorney, outlining the Town and County roles and responsibilities regarding the Placer mPOWER program.

MONEY

There would be minimal costs associated with advertizing this program (see clause 4 in the draft agreement). It is expected that costs would not exceed \$250 per year.

CEQA

There are no CEQA issues participating in a loan program for energy related projects. Individual projects may require CEQA evaluation and that would be the responsibility of the property owner following the typical environmental processes of the Town.

DISCUSSION

On July 21, 2008, Governor Schwarzenegger signed Assembly Bill 811. AB 811 gives California cities and counties the ability to develop programs to provide financing to property owners for energy and water efficiency and distributed generation renewable energy source improvements. These improvements include insulation, dual-pane windows, efficient heating and air equipment systems, smart irrigation systems and solar photovoltaic systems. The new legislation applies to all types of properties including residential, commercial, industrial and agricultural properties.

Property owners who receive financing through the program enter into a contractual assessment which results in an assessment lien. The assessment is repaid on the property tax bill. If the property is sold, the outstanding assessment lien remains with the property and the new property owner assumes the assessment lien payments on the property tax bill.

On October 6, 2009, the Board of Supervisors approved a proposal by the County Treasurer-Tax Collector and authorized her to proceed with implementing an AB 811 Program in Placer County. The proposal includes a provision for the cities within the

County to opt into the program allowing property owners in the cities to participate in the program. The Board of Supervisors is scheduled to consider passing its Resolution of Intention to form the assessment district for the Program on December 8, 2009. A draft of that resolution is attached in substantial form. To be included in the boundaries of the assessment district, which must be identified in the County's Resolution of Intention, the Town must pass its resolution consenting to the inclusion of properties within the town limits prior to the Board of Supervisors' passing the County's Resolution of Intention. The County understands that the Town may have preferences regarding the approved technologies and other matters regarding the program and will work to reach agreement with the Town on program details.

The Treasurer-Tax Collector's proposal for funding the program is through a financing arrangement utilizing funds in the Treasurer's Investment Portfolio. The Treasurer-Tax Collector has completed a Feasibility Study and Business Plan which is attached.

County Treasurer Jenine Windeshausen will attend today's meeting to give an overview on the project and answer questions.

ATTACHMENTS:

5 pages Cooperative agreement to implement Placer mPOWER program
7 pages Power Point presentation for mPOWER program

RESOLUTION NO.**RESOLUTION OF THE TOWN OF LOOMIS, COUNTY OF PLACER, STATE OF CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE TOWN OF LOOMIS'S INCORPORATED AREA IN THE COUNTY OF PLACER'S CONTRACTUAL ASSESSMENT PROGRAM, PLACER mPOWER, TO FINANCE DISRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND ENERGY AND WATER EFFICIENCY IMPROVEMENTS**

WHEREAS, the Town of Loomis is committed to development of renewable energy sources and energy efficiency improvements , reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code ("the Act"), the Legislature has authorized cities and counties to assist property owners in financing the cost of installing distributed generation renewable energy sources or making energy efficient improvements that are permanently fixed to their property ("the Improvements") through a contractual assessment program; and

WHEREAS, installation of such Improvements by property owners in the County of Placer (the "County") would promote the purposes cited above and assist the towns and cities of Placer County, including the Town of Loomis in meeting its goals of reducing its greenhouse gas emissions; and

WHEREAS, the Town of Loomis wishes to provide innovative solutions to its residents to achieve energy efficiency and independence, and in doing so cooperate with the County in order to efficiently and economically assist all County property owners in financing such Improvements; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") has authority to establish a contractual assessment program ("the Program") as permitted by the Act, to assist property owners in financing the cost of installing distributed generation renewable energy sources or making energy and water efficient improvements that are permanently affixed to real property; and

WHEREAS, the County has conducted an analysis to determine the feasibility of the Program, and to develop parameters for implementation and administration of the Program; and

WHEREAS, the Town of Loomis wishes to participate with the County in the Program under terms and conditions agreed to by the Town of Loomis and County; and

WHEREAS, state law permits the County to offer participation in the Program to property owners in incorporated areas within the County so long as the governing body of such incorporated area approves the proposed Resolution of Intention to establish the Program, consents to the inclusion in the Program of properties in the incorporated

area within the County and consents to the Improvements to be done within such incorporated area and the assumption of jurisdiction there over by the County for the purposes aforesaid; and

WHEREAS, this Council has reviewed the County's proposed Resolution of Intention to establish the Program entitled "Resolution of the Board of Supervisors Declaring its Intention to Finance Distributed Generation Renewable Energy Sources and Energy Efficiency Improvements Through the Use of Contractual Assessments" ("the County Resolution").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Council finds and declares that property in the Town incorporated area will be benefited by the Improvements proposed in the County Resolution.
2. This Council hereby supports the County's feasibility analysis and development of an AB 811 contractual assessment program.
3. Before the Program is extended into the Town's incorporated area, the Town and County shall reach an agreement addressing administrative issues and, approved technologies, and any conditions the Town wishes to impose on participating properties in its jurisdiction.
4. This Council hereby approves the proposed County Resolution substantially in the form referenced hereto.
5. This Council hereby finds and determines that in the event it is necessary for the Board of Supervisors to make minor, nonsubstantive changes to the County Resolution; such minor, nonsubstantive changes do not require the approval of the Council.
6. This Council consents to inclusion in the Program of all of the properties in the incorporated area within the Town and to the Improvements proposed in the County Resolution within the Town limits, upon the request and agreement of the property owner, in compliance with applicable laws, rules and regulations; and to the assumption of jurisdiction there over by the County for the purposes aforesaid.
7. The consent of this Council constitutes assent to the assumption of jurisdiction by the County for all purposes of the Program and authorizes the County, upon satisfaction of the conditions imposed in the resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

- 8. Staff is authorized and directed to coordinate with County staff to facilitate operation of the Program, and report back periodically to this Council on the success of the Program.
- 9. The Clerk is directed to send a certified copy of the resolution to the Clerk of the Board of Supervisors.

Passed and Adopted this 21st day of November 2009, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MAYOR

ATTEST:

APPROVED AS TO FORM:

City Clerk

Town Attorney

**COOPERATIVE AGREEMENT TO IMPLEMENT
Placer mPOWER AB 811 PROGRAM**

This Agreement is made by and between the County of Placer ("County") and the Town of Loomis (the "Town") also referred to hereafter as the "Parties".

RECITALS

A. County and Town are committed to development of renewable energy sources and energy efficiency improvements, development of opportunities for property owners to reduce utility costs, and protection of our environment, and,

B. Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act") authorizes cities and counties to assist property owners in financing the cost of installing distributed generation renewable energy sources or making energy efficient improvements that are permanently fixed to their property through a contractual assessment program.

C. On _____, 2009 pursuant to this authority, and by County Resolution No. _____, the County established the "Placer money for Property Owner Water & Energy efficiency Retrofitting Program" (Placer mPOWER).

D. Town has, by its Resolution No. _____, adopted on _____, 20____ approved the County's Resolution of Intention to establish Placer mPOWER and consented to the inclusion of properties in the incorporated area governed by Town in Placer mPOWER.

E. Town has reviewed the Program Report prepared by the County of Placer that outlines the policies, initial list of eligible improvements, administration, and financing of Placer mPOWER.

F. The Parties agree that Town property owners should have the opportunity to participate in Placer mPOWER under the terms and conditions contained in this Agreement.

G. The Parties understand that Town may have preferences that meet the needs of its property owners. The Parties will work together to consider those preferences.

The Parties agree as follows:

1. **RECITALS.**

The above recitals are true and correct.

2. **COMMUNICATION/DESIGNATED REPRESENTATIVES.**

The persons identified below as the Designated Representative shall, upon execution of this Agreement, have authority to grant discretionary approvals identified in this Agreement. Except as otherwise specifically provided in this Agreement, any notice, submittal, or communication required or permitted to be served on a party, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

County

Program Administrator: Jenine Windeshausen
Phone: (530) 889-4140
Fax: (530) 889-4100
Email: energyinfo@placer.ca.gov
Designated Representative: Eric Waidmann

[City/Town]

Project Manager: _____
Phone: _____
Fax: _____
Email: _____
Designated Representative: _____

3. **COUNTY RESPONSIBILITIES.**

(a) Except as provided in paragraph (b) below, County shall make Placer mPOWER available to Town property owners subject to the same terms and conditions applicable to property owners in the unincorporated area of Placer County.

(b) If, at any time, Town wishes to request modifications to Placer mPOWER for Town property owners, Town shall so notify County in writing, identifying the modifications Town requests to be implemented within Town. County shall evaluate such request within 60 days and shall notify Town in writing of the steps and conditions that would be necessary, if any, to implement Town request. If County concludes that the request is not feasible or is detrimental to Placer mPOWER, it may, after discussion with the Town, deny the request but shall work with Town to attempt to otherwise address Town's desires.

4. TOWN RESPONSIBILITIES.

(a) Town agrees to require permits for all projects and improvements requesting Placer mPOWER financing. Town shall charge its usual and customary fees for such permits. Town understands that County intends to rely upon issuance of a finalized permit as evidence that the improvements have been installed according to local building code requirements by the property owner.

(b) Town agrees to make information about Placer mPOWER, provided by County, available at appropriate locations in Town. Town agrees to work with County to market Placer mPOWER through such means as inserting information into Town's utility bills, linking to the Placer mPOWER website from Town's website, and including information on Placer mPOWER in community information bulletins.

5. ADDITIONAL REQUIREMENTS.

(a) Authority to Amend Agreement: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by the Designated Representative of each party or such other representative as is authorized by the governing body of each party.

(b) No Waiver of Breach: The waiver by any party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any later breach of the same or any other term or promise contained in this Agreement.

(c) Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

(d) Making of Agreement: The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement; the language of the Agreement will not be construed against one party in favor of the other. The Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

(e) No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

(f) Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of

conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Placer.

(g) Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

(h) Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by all parties.

(i) Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.

(j) Entire Agreement: This Agreement is the entire Agreement between the Parties.

6. AGREEMENT BECOMING EFFECTIVE.

This Agreement shall become effective upon execution by the Parties.

7. TERMINATION.

Either Party may terminate its participation in this Agreement by giving one hundred eighty (180) days advance written notice to all other parties of its intent to terminate its participation in this Agreement. Termination shall not affect the validity of any contractual assessment agreement already entered into by the County within the incorporated area of Town.

8. COUNTERPART SIGNATURES.

This Agreement may be executed in counterpart and each of these executed counterparts shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

CITY/TOWN

COUNTY OF PLACER

By: _____
Mayor

By: _____
Jenine Windeshausen
Treasurer-Tax Collector
Program Administrator,
Placer mPOWER

Authorized by Resolution No: _____

Date: _____

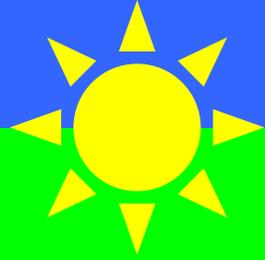
Attest: _____
City/Town Clerk

Approved as to form:

Approved as to form:

Town Attorney

County Counsel



Placer mPOWER

money for
Property
Owner
Water and
Energy efficiency
Retrofitting

AB 811 Overview

AB 811 authorizes cities and counties to develop loan programs to provide property owners financing for energy and water conservation improvements to existing structures which can be repaid on the property tax bill.

Program Description

- Program Benefits
- Program Components
 - Property Owner Assessment
 - Program Financing Structure
- County Team & Outside Stakeholders
- Programs in other jurisdictions
- Proposal status and next steps

Program Benefits

- Local economic catalyst:
 - \$1 - \$3 community economic benefit for every \$1 invested
- Green jobs created out of one of hardest hit economic sectors (construction)
- Increased building permit activity
- Opportunity to obtain ARRA and CEC grant funding
- Potential for AB 32 compliance and carbon credits
- Countywide reduced carbon footprint and green house Gas reduction
- Reduced energy and water utility costs for property owners
- Financing term 5, 10 or 20 years
- Leverages property owner rebates and tax credits
- Green investment is attractive to bond buyers

Application process

- Screening
 - Owner qualification
 - Qualified Improvements/Energy Audit:
Reduce before you produce
 - Bids & Contracts
 - Legal Disclosures & Fair Lending Notice
 - Organizational documents for business owned properties
- Assessment Contract
- Permit Approvals
 - Existing applicable requirements, no more-no less
 - Inspection required when no permit required
- Evidence of Cost
 - Invoices, Purchase Orders, other documents (provisions for progress payments on large projects)
- Funding/Assessment Lien Filed

Property Owner Qualifications

- Legal owner of property
- Current on mortgages
- No bankruptcy
- No involuntary liens on property
- mPOWER assessment no more than 10% of assessed value
- Within Placer County (potential to include other jurisdictions)

Qualified Improvements Include:

- Energy Efficiency and Renewables
 - High efficiency HVAC
 - High efficiency windows and insulation
 - Geo-exchange heat pumps
 - Photovoltaic (Solar)
 - Fuel Cells
 - Tankless water heaters
- Water Conservation
 - Low-flow devices
 - Rain cisterns
 - Smart irrigations systems
- Other Custom Systems
 - Building energy management systems
 - HVAC zoning control systems
 - Electric vehicle plug-in stations



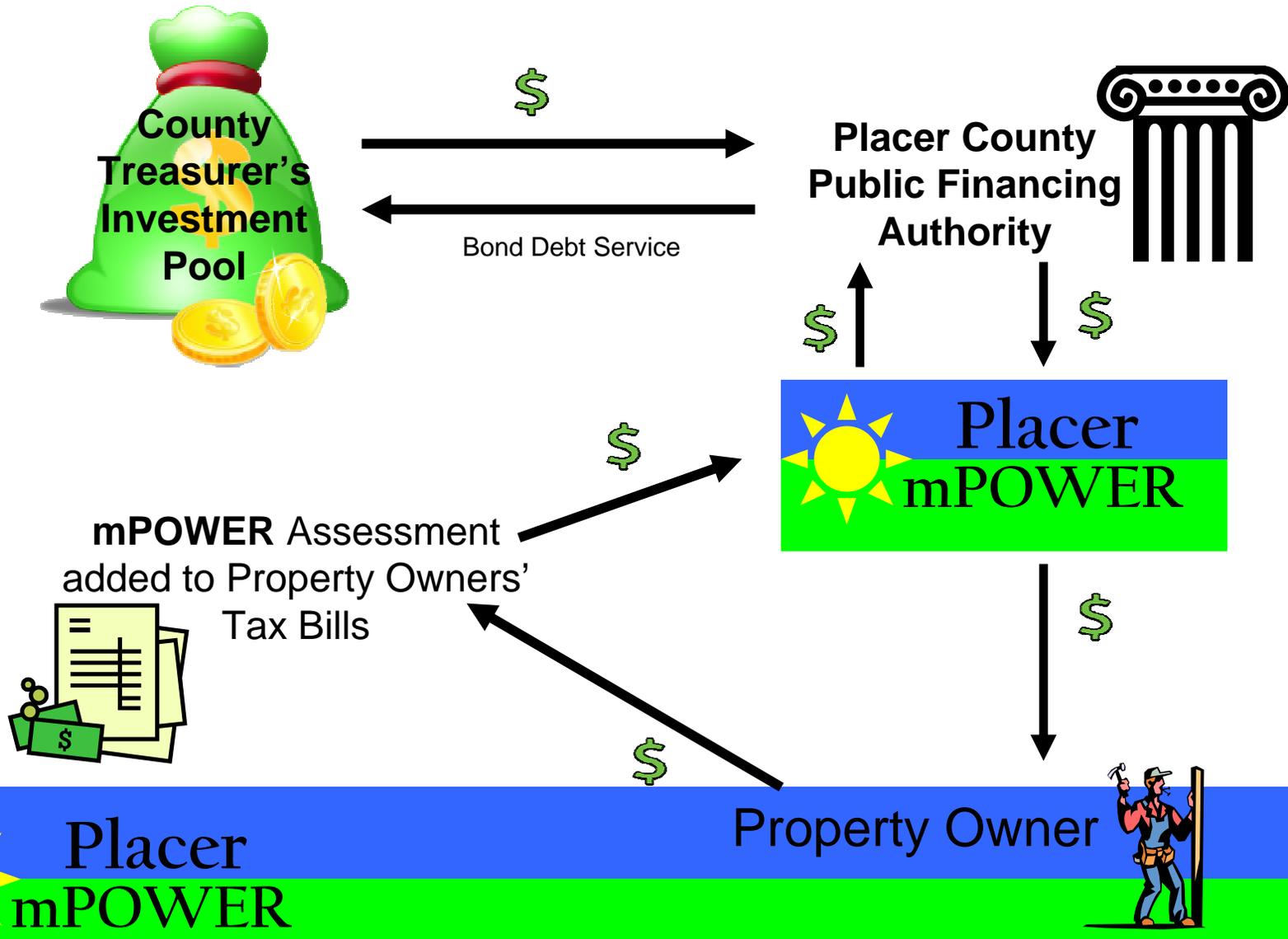
Assessment

- Not less than \$2,500
- Available for all property types (residential, commercial/industrial, agricultural)
- Assessment lien added to property tax bill (paid 2X/year)
- Most improvements would not trigger re-assessment for current owner, (solar and other efficiency measures are specifically exempt per R&T Code Section 73)
- Sale to subsequent owner includes assessment of improvements
- Property tax lien repayment period 5, 10 or 20 years
- No credit score impact to property owner
- Lien stays with property after sale to any subsequent owner
- Provisions for prepayment of assessment
- Rate to be determined based on cost recovery, return to investors (bonding), competitive with other financing

Program Costs

- Enterprise Fund
- Complete cost recovery
- Initial budget estimated at \$1.2 million
- Possible grant opportunities for start-up costs (ARRA/CEC)

\$33 Million Financing Plan



Internal Program Team

- Treasurer-Tax Collector
- Auditor
- County Counsel
- Community Development & Resource Agency
- Economic Development
- Redevelopment

Stakeholders

- Contractors & Building Trades
- Banks and Mortgage Lenders
- Realtors and Title Companies
- Cities of Roseville, Rocklin, Lincoln, Auburn, Loomis and Colfax
- Utilities:
 - Placer County Water Agency & Nevada Irrigation District
 - PG&E, Roseville Electric, Sierra Pacific, SMUD
- Neighboring jurisdictions

Other Jurisdictions

- Programs have been successfully implemented in Palm Desert, Berkeley and Sonoma County.
- Sonoma County model led by the County Treasurer is unique.
- Many other jurisdictions are currently developing programs.



Lessons from Other Jurisdictions

- High demand, overwhelming response
 - Prepare for phone, web & foot traffic
 - Palm Desert sold out \$2.5 million in 3 weeks, with a waiting list for next round
- Sonoma County averages \$600,000 to \$800,000 or more in weekly applications
- Good disclosures and communications with property owners through application process

Sonoma County Treasurer's Model

- First program structured for debt issuance to provide ongoing funding
- First multi-jurisdictional program
- First program to include water efficiency

Sonoma County AB 811 Program

Week Ending	Phone Inquiries	E-mail Inquiries	Walk-in Inquiries	Applications Received	Applications Approved	Withdrawn or Denied	Contracts Signed	Projects Funded
3/27/09	45	46	181	6	0	0	0	
4/3/09	142	110	22	3	0	0	0	
4/10/09	132	110	63	4	0	0	0	
4/17/09	140	110	65	24	1	0	1	
4/24/09	139	25	21	20	1	4	0	
5/1/09	120	25	25	23	9	0	1	
5/8/09	139	20	30	47	3	0	5	1
5/15/09	137	20	18	14	18	1	4	
5/22/09	165	10	24	15	15	0	13	
5/29/09	106	7	22	22	10	2	8	
6/5/09	195	15	42	31	39	3	6	5
6/12/09	173	19	26	32	12	5	8	
6/19/09	165	23	16	18	39	3	8	
6/26/09	215	20	20	19	35	3	19	
7/3/09	135	25	22	22	17	2	14	26
7/10/09	114	35	21	18	27	1	14	
7/17/10	143	23	26	36	21	0	26	
7/24/09	149	32	22	26	20	2	32	
7/31/09	187	52	35	20	17	5	32	
8/7/09	105	13	19	32	17	4	31	39
8/14/09	140	33	27	30	17	2	20	
8/21/09	215	27	52	28	34	3	17	
8/28/09	159	39	41	37	28	3	19	
9/4/09	208	61	32	37	28	2	27	76
9/11/09	120	31	23	15	17	3	20	
9/18/09	187	58	31	47	27	2	25	
9/25/09	194	49	43	38	33	1	10	
10/2/09	212	52	39	41	26	2	0	97
Pending on 1st								3
Totals	4281	1090	1008	707	511	39	360	247
Weekly Average	153	39	36	25	18	1	13	

Sonoma County AB 811 Program

Week Ending	\$ Amount Requested	\$ Amount Approved	\$ Withdraw n or Denied	\$ Amount Contract	\$ Amount Funded
3/27/09	\$ 448,037.75	\$ -	\$ -	\$ -	
4/3/09	\$ 42,504.00	\$ -	\$ -	\$ -	
4/10/09	\$ 426,816.50	\$ -	\$ -	\$ -	
4/17/09	\$ 1,169,557.38	\$ 25,500.00	\$ -	\$ 25,500.00	
4/24/09	\$ 449,547.75	\$ 70,931.84	\$ 152,819.62	\$ -	
5/1/09	\$ 779,747.35	\$ 212,741.60	\$ -	\$ 70,931.84	
5/8/09	\$ 1,463,070.84	\$ 63,344.00	\$ -	\$ 109,344.00	\$ 25,500.00
5/15/09	\$ 376,033.24	\$ 469,627.11	\$ 43,729.80	\$ 89,285.40	
5/22/09	\$ 591,711.95	\$ 653,522.50	\$ -	\$ 523,388.28	
5/29/09	\$ 497,849.57	\$ 258,931.19	\$ 28,238.13	\$ 188,340.00	
6/5/09	\$ 879,165.52	\$ 1,178,793.59	\$ 73,726.02	\$ 251,634.13	\$ 207,041.00
6/12/09	\$ 753,410.50	\$ 410,129.28	\$ 108,445.95	\$ 153,830.23	
6/19/09	\$ 628,453.73	\$ 1,134,642.80	\$ 27,060.20	\$ 215,095.02	
6/26/09	\$ 492,947.34	\$ 942,618.07	\$ 111,615.55	\$ 978,464.04	
7/3/09	\$ 3,023,426.53	\$ 19,208.70	\$ 49,192.44	\$ 331,633.51	\$ 649,492.65
7/10/09	\$ 575,815.78	\$ 698,127.50	\$ 8,719.00	\$ 272,891.35	
7/17/10	\$ 894,989.50	\$ 587,771.92	\$ -	\$ 707,088.33	
7/24/09	\$ 600,292.36	\$ 2,750,034.36	\$ 60,060.90	\$ 1,068,462.30	
7/31/09	\$ 703,131.57	\$ 291,174.09	\$ 90,569.07	\$ 1,040,878.31	
8/7/09	\$ 830,523.43	\$ 485,506.99	\$ 57,177.80	\$ 734,927.59	\$ 1,006,820.17
8/14/09	\$ 663,901.17	\$ 383,286.09	\$ 28,661.00	\$ 400,958.29	
8/21/09	\$ 847,215.81	\$ 1,150,133.50	\$ 63,070.70	\$ 528,952.27	
8/28/09	\$ 1,278,350.76	\$ 836,950.97	\$ 81,463.20	\$ 561,837.53	
9/4/09	\$ 1,233,321.60	\$ 1,419,740.32	\$ 21,258.08	\$ 808,526.55	\$ 4,084,650.32
9/11/09	\$ 334,795.15	\$ 437,256.89	\$ 194,590.40	\$ 605,100.90	
9/18/09	\$ 1,422,673.72	\$ 831,369.28	\$ 24,073.00	\$ 1,015,720.15	
9/25/09	\$ 1,119,936.94	\$ 933,282.08	\$ 113,446.63	\$ 274,068.03	
10/2/09	\$ 2,928,348.24	\$ 663,505.38	\$ 23,103.00	-	\$ 2,924,273.30
Pending on 1st					\$37,920.07
Totals	\$ 25,457,274.02	\$ 16,908,130.05	\$ 863,118.48	\$ 10,956,858.05	\$ 8,935,697.51
Weekly Average	\$ 909,188.36	\$ 603,861.79	\$ 30,825.66	\$ 391,316.36	

Completed

- Program Design
 - Guidelines and Financing Plan
 - Forms (application, contracts, lien, etc.)
 - Application Process Procedures
- Budget
- Organization Chart
- Draft Web Pages
- Funding is currently available within the Treasurer's Investment Pool

Next Steps

- Board of Supervisors
 - Resolution of Intention (proposed date: November 3rd)
 - Establish Enterprise fund
 - Approve Budget
 - Approve staffing plan
 - Public Hearing authorizing program formation (proposed: December 8th)
 - Resolution implementing **Placer mPOWER** AB 811 Program
 - Approval of initial financing documents
- Technical review of qualified improvements
- Meet and collaborate with Stakeholders
- Execute cooperative agreements with participating cities.
- Survey Property Owners
- Develop and Implement Advertising and Marketing Program
- Program implementation
 - Staff-up
 - Training
 - Preparation of program office facility
- Grand Opening
- Expansion to neighboring jurisdictions

Questions

Comments

Feedback