**cdbg-mit**

**COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS PROGRAM – HOUSEHOLD**

**Renewable Energy Installation Company**

**Commitment of compliance with CEWRI-HH Terms and Conditions**

[Company Name] (hereinafter “the Company”), is interested in being approved as a Renewable Energy Installation Company (**REIC**) for the installation of photovoltaic systems (**PVS**) and battery storage systems (**BSS**) to eligible applicants of the Community Energy and Water Resilience Installations Program – Households (**CEWRI-HH**).

I, [Authorized Representative Name], in my personal capacity and as representative of the Company with the Employee Unique Identifier Number [Unique Identified Number], of legal age, [Profession], [Marital Status], and resident of [Municipality of Residence], hereby certify the following:

1. My name and personal circumstances are as stated above;
2. The Company has read and understood all clauses of the REIC Commitment of Compliance with CEWRI-HH Terms and Conditions; and,
3. Knowing and understanding the CEWRI-HH Program’s requirements, the Company is willingly requesting to enroll in their REIC Roster to install PVS and BSS for eligible applicants of the CEWRI-HH Program.
4. **cOMPLIANCE WITH cewri Program’s Project Requirements**

If approved by the Puerto Rico Department of Housing (**PRDOH**) as a REIC of the CEWRI-HH Program, the Company certifies the following:

1. **Compliance with Applicable Regulations:** All systems installed by the Company for eligible applicants of the CEWRI-HH Program will comply with applicable laws, regulations, and codes including, but not limited to: **(i)** Regulation for the Certification of Systems of Renewable Energy, No. 7796 of January 19, 2010, known in Spanish as “*Reglamento para la Certificación de Sistemas de Energía Renovable,”* or its equivalent regulation in place at the time of installation (**Regulation No. 7796**); **(ii)** Joint Regulation for Evaluation and Issuance of Permits Related to Development, Land Use and Business Operations, No. 9233 of December 2, 2020, known in Spanish as *“Reglamento Conjunto para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios,”* of the Puerto Rico Planning Board, or the equivalent regulation in place at the time of installation; and **(iii)** Regulation No. 9049 of November 15, 2018, known as Puerto Rico Codes 2018, or its equivalent regulation in place at the time of installation.
2. **Types of Systems:** All Systems installed by the Company will be either **(i)** a PVS with a BSS; or **(ii)** the addition of a BSS to an existing PVS; or **(iii)** any other eligible system type PRDOH may include in the Program Guidelines (hereinafter collectively, the “System”).
3. **Designs:** All designs of Systems to be installed by the Company for eligible applicants of the CEWRI-HH Program will be performed by a licensed engineer, member of the Puerto Rico College of Engineers and Land Surveyors, in accordance with Act 173 of August 12, 1988, as amended, 20 L.P.R.A. sec. 711, *et seq*. Designs will be consistent with existing site conditions and in accordance with the requirements set forth in Regulations No. 7796, or any subsequent equivalent regulation.
4. **Project Commencement:** The Company will not install Systems for eligible applicants of the CEWRI-HH Program until a duly executed copy of the Reserve Grant Agreement between the applicant and PRDOH is presented to the Company. If the Reserve Grant Agreement has any conditions that must be met prior to installation, the Company will not install the System until those conditions are met. The installation process does not include System design and permitting activities. Therefore, these activities can start prior to the Reserve Grant Agreement execution.
5. **Minimum PVS Capacity:** The Company will not install PVS systems for eligible applicants of the CEWRI-HH Program whose capacity is less than 3.0 kW; or the minimum capacity set by PRDOH in the Program Guidelines.
6. **Photovoltaic Panels Location Requirements:** All photovoltaic panels will be installed on the eligible property’s roof; or in other areas approved by PRDOH in the Program Guidelines.
7. **Minimum BSS Capacity:** The Company will not install BSS systems whose capacity is less than 9 kWh; or the minimum capacity set by PRDOH in the Program Guidelines.
8. **Battery Chemistry:** The Company will use lithium-ion battery chemistry, or any other battery type allowed by PRDOH in the Program Guidelines, in all Systems installed for eligible applicants of the CEWRI-HH Program.
9. **Permanent Affixion:** All Systems installed by the Company will be permanently affixed to the Participating Property.
10. **Certified Equipment:** All equipment to be used for Systems installed by the Company will be duly certified by the Public Energy Policy Program (**PEPP**) in accordance with Section IV of Regulation No. 7796, or its equivalent regulation in place at the time of installation. This includes photovoltaic modules, inverters, charge controllers, batteries, and any other equipment to be installed for the renewable energy generation System in Puerto Rico. Additionally, inverters are required to comply with the grid support and communication characteristics and capabilities required in the Institute of Electrical and Electronics Engineers’ (**IEEE**) Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces (**IEEE 1547-2018**).
11. **New Equipment:** All equipment to be used for Systems installed by the Company for eligible applicants of the CEWRI-HH Program will be new; not reconstructed, renovated, or relocated equipment.
12. **Installations by a Certified Installer:** All installations performed by the Company for eligible applicants of the CEWRI-HH Program will be done by a Certified Renewable Electrical Systems Installer in accordance with Article 17 of Regulation No. 7796, or its subsequent equivalent regulation.
13. **Compliance with Drawings and Specifications:** All installations performed by the Company for eligible applicants of the CEWRI-HH Program will be in strict compliance with the drawings and specification requirements set forth in the System design documents.
14. **System Commissioning:** Upon completion of the installation process by the Company for eligible applicants of the CEWRI-HH Program the System will undergo a commissioning process. The commissioning will ensure and document all Systems perform interactively according to the design intent and operational needs. The commissioning process will include documentation, equipment startup, control system calibration, testing, balancing, and performance testing. Commissioning shall be performed following the standards set forth in the International Standard IEC 62446 of the International Electrotechnical Commission (**IEC**).
15. **Implementation** **of Environmental Mitigation Measures:** All Systems installed by the Company for eligible applicants will follow environmental mitigation requirements set forth in the Environmental Review Record completed by the CEWRI-HH Program as part of the application process. This includes any design modifications required for environmental mitigation.
16. **Interconnection Requests Submission:** An Evaluation Request to the Power Grid Operator must be submitted for all CEWRI-HH Program awarded PVS and/or BSS, in accordance with the Regulation to Interconnect Generators with the Electrical Distribution System of the Electric Power Authority and Participate in Net Metering Programs, No. 8915 of February 6, 2017, known in Spanish as the “*Reglamento para Interconectar Generadores con el Sistema de Distribución Eléctrica de la Autoridad de Energía Eléctrica y Participar en los Programas de Medición Neta*”, or its equivalent regulation in place at the time of installation. Evaluation Requests must be submitted under the expedited processes available. This System requirement will be considered satisfied when the Evaluation Request to Interconnect is submitted to the Power Grid Operator, not when the Power Grid Operator notifies its determination on the Request. Applicants will sign all required documents for System permitting, interconnection, and other regulatory authority matters. The Company will aid and serve, if requested, as the applicant's representative for permitting, interconnection, and other regulatory authority matters related to the System. The Company acknowledges and understands that the costs of supplemental studies or any other activity required for the Power Grid Operator to approve the Systems’ Interconnection are not covered by CEWRI-HH awards.
17. **Warranties:** All Systems installed by the Company for CEWRI-HH eligible applicants must have the following minimum warranty requirements:
* **Ten (10) years** warranty for Solar PVS Panels.
* **Twenty-five (25)** years or Linear performance Guarantee for solar photovoltaic modules.
* **Ten (10) years** warranty on batter banks and inverters.

All warranties shall include:

* Parts, labor, faulty materials, manufacturing defects, defective items, emergency repairs and installation costs related to the failure of equipment under the warranty period.
* Repair or replacement of all System components.

The Company and its suppliers will make efforts to address warranty issues within a reasonable amount of time, which shall not exceed **sixty (60) calendar days** from the date notice of the warranty issues is received by the Company or its suppliers. The Company understands, if it takes more than **sixty (60) calendar days** to actively address a warranty issue, the Beneficiary may look for assistance in available administrative or legal forums to enforce the terms and conditions of the System’s warranties.

1. **No Delegation of System Ownership:** The Company acknowledges and understands the leases, power purchase agreements, or other financing instruments delegating, in whole or in part, ownership of the installed System are ineligible for the CEWRI-HH Program.
2. **Eligible Costs and Cost Reasonableness:** All pricing and costs presented and charged by the Company to eligible applicants will be reasonable; meaning they will not exceed what a prudent person would incur under similar circumstances. Only CEWRI-HH Program eligible costs will be presented and charged to Applicants. These costs include: **(i)** the cost of design and engineering services for the System; **(ii)** the cost of any required permits for the System; **(iii)** the cost of equipment, including photovoltaic modules or solar panels, inverters, metering equipment, balance equipment, batteries, charge controllers, transfer switches, as well as mounting, cabling, and other electrical accessories to set up a working System; **(iv)** the cost of mounting and anchoring structures such as racking Systems and other structures that provide primary support for the System equipment; **(v)** the cost of installation and commissioning of the system; **(vi)** the cost of training to the end user on Systems’ operations and maintenance; and **(vii)** power grid interconnection costs related to the typical requirements of a residential PVS unit. The CEWRI-HH Program will not consider the cost of improvements needed to the power grid for the interconnection of the system to become feasible.
3. **Award and Project Funding Sources:** The Company acknowledges and understands awards under the CEWRI-HH Program are **(A)** one hundred percent (100%) of the System Cost or $30,000; whichever is lowest, for eligible low- to moderate-income (**LMI**) households less any Duplication of Benefits; or **(B)** a designated percentage of the System Cost or $20,000; whichever is lowest, for eligible non-LMI households less any Duplication of Benefits. Furthermore, the Company acknowledges and understands the **(C)** CEWRI-HH Program may adjust PVS Capacity whenever the PVS Capacity is over the eligible applicant’s household annual energy consumption for the purpose of calculating the amount to be awarded or disbursed; **(D)** CEWRI-HH Program may adjust BSS Capacity whenever the BSS Capacity is over the eligible applicant’s household annual energy consumption for the purpose of calculating the amount to be awarded or disbursed; and **(E)** the CEWRI-HH Program will not pay for costs in excess of the resulting award amount calculation, using the applicable Reference Costs.[[1]](#footnote-2) Therefore, Systems sponsored by the CEWRI-HH Program will not always be fully funded with CEWRI-HH funds. Costs not covered under the Reference Costs and any portion of the project not funded by the CEWRI-HH Program award is the responsibility of the eligible applicant.
4. **Funds Deadline and Award Disbursement Claim:** The Company acknowledges and understands the funds reserved for the Systems of eligible applicants of the CEWRI-HH Program will expire. The expiration date[[2]](#footnote-3) will be set in the Reserve Grant Agreement executed between eligible applicants and PRDOH. Systems installed after the expiration date may not receive the funds reserved by the CEWRI-HH Program. For PRDOH to consider the Systems’ installation as complete and to prevent the reserved funds from expiring, the applicant must submit an Award Disbursement Claim. The Company will assist and guide the applicant through the Award Disbursement Claim process once the Systems’ installation is complete. The Company will also provide the applicant with any documents pertaining to and related to the services provided by the Company required for the Award Disbursement Claim as established by PRDOH in the Reserve Grant Agreements and Program Guidelines.
5. **Systems Validation Inspection:** The Company acknowledges and understands the CEWRI-HH Program will physically inspect all Systems installed by the Company to validate compliance with the CEWRI-HH Program requirements. In case of deficiencies in the Systems the CEWRI-HH Program will issue a “failed” inspection result and set forth all deficiencies needed to be addressed prior to a re-inspection of the Systems. The Company will support the eligible applicant in the resolution of any deficiencies identified within **ninety (90) calendar days** from the date of the failed inspection, as to not affect the eligible applicant’s opportunity of receiving the funds reserved by CEWRI-HH Program.
6. **Timing for the Disbursement of Funds:** The Company acknowledges and understands funds reserved for the Systems of eligible applicants of the CEWRI-HH Program will only be disbursed after Systems’ installation completion and compliance with CEWRI-HH Program requirements. The first disbursement of the reserved funds will be made upon approval of the Award Disbursement Claim submitted by the eligible applicant. Final disbursement of the reserved funds will be made upon the System satisfactorily passing the System validation inspection.
7. **Disbursement to the Company:** The Company acknowledges, understands and accepts the CEWRI-HH Program awards will be disbursed directly to REICs.
8. **Compliance with Program Guidelines:** The Company commits to complying with the terms and conditions set forth above. The Company also commits to complying with terms and conditions set forth in the Program Guidelines published by PRDOH. If the Company should identify any term or condition in the Program Guidelines published by PRDOH with which the Company cannot comply; the Company may elect to withdraw from the REIC Roster.
9. **Option to Withdraw:** Participation in the CEWRI-HH Program is voluntary. The Company will notify PRDOH in writing if it chooses to voluntarily withdraw its name from the REIC Roster. Notification of withdrawal may be sent at any time.
10. **NON-CONFLICT OF INTEREST CERTIFICATION**

With regards to conflicts of interest, the Company certifies that:

1. No public official or employee of PRDOH possesses any financial interest in this business transaction, and, likewise, has had no direct or indirect financial interest in this business transaction for the past **four (4) years**.
2. No public official or employee of PRDOH has solicited or accepted, directly nor indirectly, for himself/herself, or any member of his/her immediate relatives, or any other person: gifts, gratuities, contributions, services, donations, loans, or any other item of monetary value. Including gifts, loans, promises, favors, or services, in exchange for the actions of said public official.
3. No public official or employee has solicited or accepted goods of any value related to this transaction from any representative of the Company as a form of compensation for performing the duties and responsibilities inherent to his or her position.
4. There is no kindred relationship within the fourth (4th) degree of consanguinity and second (2nd) degree of affinity with any public official or employee in a position of influencing or participating in institutional decisions of the Company.
5. **Act 2-2018 sworn statement**

With regards to the Anti-Corruption Code for the New Puerto Rico, Act No. 2-2018, as amended, 3 L.P.R.A. § 1881 *et seq.*, the Company certifies that:

1. As of the date of execution of this sworn statement, neither the undersigned nor the Company, or its president, vice president, director, executive director, member of the Board of officers or directors, or any persons performing equivalent functions on the Company’s behalf, has been convicted or has pleaded guilty in state or federal court, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated misappropriation; (b) extortion; (c) sabotage of essential public services; (d) forgery of documents; (e) fraud; (f) electronic fraud; (g) fraud in the construction or installation of green energy systems ; (h) fraudulent use, possession or transfer of cards with electronic bands; (i) illicit enrichment; (j) illicit enrichment by public official; (k) unjustified enrichment; (l) illicit use of public work or services; (m) improper intervention in government operations; (n) negotiation incompatible with the exercise of public office; (o) alteration or mutilation of property; (p) false certifications; (q) bribery, in all its modalities; (r) undue influence; (s) embezzlement of public funds; or (t) money laundering.
2. As of the date of execution of this sworn statement and for **twenty (20) years prior**, neither the undersigned nor the Company, nor any of its officers, including its president, vice president, director, executive director or member of the Board of officers or directors, or persons performing equivalent functions on the Company’s behalf, has been convicted or has pleaded guilty in a state or federal forum, or in any other jurisdiction of the United States, of any of the following crimes: (a) aggravated damage; (b) property retention, (c) alteration or mutilation of property; (d) filing of false documents or data; (e) illegal possession and use of tax information, receipts and payment vouchers; (f) filing false deeds; (g) illegal possession of tax receipts; (h) falsification of entries in registers; (i) forgery of stamps; (j) ideological falsehood; (k) forgery of license, certificate and other documents; (l) forgery in the exercise of professions or occupations; (m) possession and transfer of forged documents; (n) possession of counterfeit instruments; (o) preparation of false writings.
3. As of the date of execution of this sworn statement and for **eight (8) years prior**, neither the undersigned nor the Company, or any of its officers, including its president, vice president, director, executive director, member of the Board of officers or directors, or any person performing equivalent functions on Company’s behalf, has been convicted or has pleaded guilty in the state or federal forum, or any other jurisdiction of the United States, for any of the following crimes: (a) omission in the fulfillment of duty; (b) illegal sale of goods; (c) breach of duty; (d) negligence in the fulfillment of duty; (e) usurpation of public office; or (f) preventing the inspection of records and documents.
4. As of the date of execution of this sworn statement and for **ten (10) years prior**, neither the undersigned nor the Company, or any of its officers, including its president, vice president, director, executive director, member of the Board of officers or directors, or any person performing equivalent functions on Company’s behalf, has been convicted or has pleaded guilty in the state or federal forum, or any other jurisdiction of the United States, for crimes against the exercise of public office or public funds as defined in the Puerto Rico Government Ethics Act of 2011, Act No. 1-2012, as amended, 3 L.P.R.A. § 1854 *et seq*.; or any other crime defined in Act 2-2018.
5. The Company accepts and acknowledges its obligation to inform PRDOH of any change or modification to this sworn statement as a result of a guilty plea or conviction for any of the above-mentioned crimes or any other conduct prohibited by Act No. 2-2018.
6. The Company accepts and acknowledges a conviction for any of the crimes specified in the above paragraphs will result in the immediate removal of the Company from the REIC Roster of the CEWRI-HH Program, and other penalties.
7. The undersigned and/or the Company commit to complying with the Act. No. 2-2018.
8. I execute this sworn statement understanding any government entity, public corporation, or participant of the CEWRI-HH Program may have access to what is herein declared, for administrative and/or legal purposes.

I hereby swear and sign this statement in [City], [State], on this [Day] day of [Month], [Year].

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| *Authorized Representative Signature* |  | *Date* |
|   |  |  |
| *Authorized Representative Printed Name* |  |  |
|   |  |  |
| *Company Name* |  |  |

**OATH**

Affidavit No. \_\_\_\_\_\_\_\_\_\_

**SWORN AND SUBSCRIBED** before me by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with the aforesaid personal circumstances and whom I have identified by means of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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| Notary Public |

1. The CEWRI-HH Program will have two (2) Reference Costs. These are: **(i)** the PVS Reference Cost (**PVS-RC),** which is the maximum acceptable cost per kilowatt (kW) of PVS Capacity for awards; and **(ii)** the Battery SS Reference Cost (**BSS-RC**), which is the maximum acceptable cost per kilowatt-hour (kWh) of BSS Capacity for awards. The PVS-RC and BSS-RC will be based on reasonable criteria such as national market reports, local market statistics, local limitations, and particular conditions of a specific project site, such as systems for Vieques and Culebra. [↑](#footnote-ref-2)
2. Funds reserved will typically expire on the date that is **twelve (12) months** after the date on which the Reserve Grant Agreement was executed. [↑](#footnote-ref-3)