

Efficiency Works Business

Rebate Terms and Conditions

Participant acknowledges that the Efficiency Works program (“Program”) is a partnership between Platte River Power Authority (“Platte River”) and its owner communities of the Town of Estes Park, the City of Fort Collins, the City of Longmont and the City of Loveland (the “Owner Communities”). Platte River manages the Program. By participating in the Program, you acknowledge and agree that your customer data may be shared among the Owner Communities and third-party Program implementors for a variety of purposes. Customer data may include, but is not limited to, name, address, contact information, account number, utility usage data as well as details regarding your participation in the Program or other programs and services offered by Platte River or the Owner Communities. These details may include, but are not limited to, audit results, rebate amounts, and products purchased related to participation. Purposes for which your customer data may be shared or used include, but are not limited to, determining your eligibility for the Program, Program administration, marketing, quality control, providing you with products or services you request, offering you products or services that may be of interest to you, or analyzing your utility usage. Platte River and the Owner Communities may not have control over your customer data and cannot guarantee that it will remain confidential. You acknowledge that you are the owner of the property receiving Program services, or are otherwise eligible to receive Program services, and that you are authorized to consent to the disclosure of the data as specified in this form.

1. The undersigned (Participant) hereby certifies that this project has been completed to his or her satisfaction, and that this application accurately portrays the project. In particular, the equipment is operational; the application accurately describes the existing and new equipment; all equipment quantities are correct; and the attached invoices accurately reflect the project costs.
2. Upon Platte River’s request and reasonable notice, Platte River representatives will be given access to the project site so they may verify equipment installation, characteristics, quantities, and performance.
3. Participant shall reimburse Platte River a pro-rated portion of the incentive should Platte River find, in its sole discretion, that the project has been altered in such a way that its energy savings are reduced. Pro-rating shall be done based on the reduction in energy savings and the incentive rates originally used to determine the incentive. This reimbursement obligation shall remain in effect for two years following the date of this Request for Payment. If the Participant feels that the Project scope needs to be changed in order to maintain adequate system performance, such changes should be made and included in an updated application before submitting this Request for Payment.
4. Platte River and its Owner Municipalities reserve the right to claim and own any environmental attribute credits (“Credits”) resulting from the contractors’ projects receiving a benefit or cash incentive from Platte River and/or its Owner Municipalities. Credits include any credits, credit certificates, efficiency credits, white tags, carbon or greenhouse gas credits, offsets, or allowances, and environmental air quality credits, offsets, allowances. Credits do not include any state tax credits, Investment Tax Credits, and any other tax credits or tax benefits that are or will be generated by or related to the Project.

5. Incentives are based on the projected energy savings or wattage reduction and the estimated installation costs of the project, which may be found by Platte River, in its sole discretion, to be different from the values shown in the application. If this occurs, Platte River will provide notification of the difference and give the Participant, contractor, or vendor the opportunity to ask for a review of the findings or to remedy the discrepancy before adjusting the incentive.

6. Platte River does not guarantee the estimated energy or cost savings. Platte River makes no warranties for materials provided by or work performed by Participant's contractors, vendors, consultants, or Participant's own employees. Platte River is not responsible for errors in or misrepresentations of the incentive amount by contractors, consultants, or vendors.

7. Participant is responsible for securing any permits for work funded through this program as required by local codes. Participant shall comply with all applicable federal, state, and local regulations, ordinances, and statutes.

8. Participant agrees to ensure that potentially hazardous or regulated wastes (e.g., PCB-containing ballasts, fluorescent lamps, high-intensity discharge lamps, etc.) are handled and disposed of in compliance with applicable federal, state, and local laws and regulations.

9. In consideration of receiving the incentives stated herein, Participant shall indemnify, protect, defend, and hold harmless, Platte River, its board members, directors, officers, employees, partners, principals, contractors, agents, and representatives, from and against any and all claims, costs, damages, demands, expenses, fines, judgments, liabilities, losses, penalties, and remedial actions of any kind, including but not limited to, reasonable attorneys' fees and the costs of defense arising, directly or indirectly, in whole or in part, out of Participant participation in the Program, the performance of the measures, or the provision of assistance and incentives by Platte River related to the Program.

10. Payments provided by utilities (including Platte River) to Participants for the purchase or installation of energy conservation measures may in some circumstances be considered as (partially) taxable income by the IRS. Participants or their assigns receiving incentive payments totaling \$600 or more during a program year and who are not organized as a corporation will receive a 1099-MISC from Platte River in January or February of the subsequent year. Participant, or alternate payment recipient, may wish to consult a tax advisor on this matter.

11. In compliance with C.R.S. §24-76.5-101, et seq., as amended, Platte River will require Participants who are individuals or sole proprietors (i.e., not corporations or partnerships) applying for incentives to prove their lawful presence in the United States. To do so, the Participant will be required to provide identification set forth in C.R.S. §24-76.5-103(4), as amended, in addition to a signed affidavit indicating his or her lawful presence. Platte River cannot provide an incentive to a Participant who is unwilling or unable to meet this requirement.

12. Incentive funds will be reserved for no more than 45 days beyond the estimated completion date listed in this application and no more than 45 days beyond building occupancy for new construction/major renovation projects (specified on page 1). Participant shall notify Platte River immediately if completion of the project is expected to be delayed beyond this time. Platte River will seek to provide funds for projects that are delayed, provided such funds are available, but is under no obligation to do so.

13. Small changes in the project scope are expected and do not require any action until the project is completed. However, if anything changes that will significantly affect the total incentive amount (more than 10%), you should contact Platte River for approval. Incentive amounts will not be increased simply because existing fixtures were found to have higher wattage or new fixtures were determined to have lower wattage than listed in the approved application, unless such changes also result in changes in the project scope and/or cost (e.g. PCB ballast recycling costs, more fixtures retrofitted or replaced, etc). If you are unsure how changes in your project might affect your incentive, contact Platte River for assistance.

14. Participant shall require that all parties, contractors, or subcontractors implementing the proposals and / or installing the Measures that are the subject to this Agreement maintain comprehensive general liability insurance in amounts not less than \$500,000 each person / \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence / \$1,000,000 in aggregate for property damage. If the Participant is implementing the proposals and / or installing the Measures, the Participant shall maintain insurance in the amounts specified herein.

15. Platte River shall in no way be responsible for delivery of any applications, rebates, payment, loans or otherwise to the Participant through other rebate programs (i.e Boulder County EnergySmart, Xcel Energy, etc).

16. Participant agrees to receive future correspondence via information listed in this rebate application regarding program offerings.

17. To be eligible for electric incentives the project site must be a commercial electric customer of Estes Park Power & Communications, Fort Collins Utilities, Longmont Power & Communications, or Loveland Water and Power. For water incentives, the customer must be a water customer of Fort Collins, Longmont, or Loveland.