

NOTE: The governing language of these Terms & Conditions is English, and all performance under these Terms & Conditions, including all required notices, must be in English. The Spanish translation of these Terms & Conditions is provided for convenience and accommodation only, and does not bind the parties. If there is any conflict between the English version of these Terms & Conditions and any other, the terms and interpretation of the English version control.

Efficiency Works Incentives and Request for Payment 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 (“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 (“Participant”).

1. To be eligible for electric incentives the project site must be an [RESIDENTIAL/COMMERCIAL] electric customer of Estes Park Power and Communications, Fort Collins Utilities, Longmont Power & Communications, or Loveland Water and Power.
2. To be eligible for water incentives, the project site must be a water customer of Fort Collins Utilities, City of Longmont, or Loveland Water and Power.
3. I have read, understand, and agree to all terms and conditions of the project application, participant eligibility, measure eligibility, and participation procedures for the program outlined in this application and in the applicable program guide.
4. The 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.
5. Participant acknowledges that program procedures, requirements and incentive levels are subject to change or cancellation without notice.
6. Incentive values are based on a combination of projected energy impacts or wattage reduction, estimated product costs, necessary values to encourage market participation and estimated installation costs of the upgrades.
7. Upon reasonable request, Platte River or Owner Communities’ representatives will be allowed access to the site listed in the application to verify equipment installation, characteristics, quantities, and/or performance.
8. The participant understands that Platte River or its Owner Communities cannot pay more than 100% of the project cost for qualified measures.
9. 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 the 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 the request for payment.
10. Platte River and its Owner Communities 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.

11. For the avoidance of doubt, you agree that Platte River does not provide any guarantee or warranty with respect to the products or services, including, without limitation, any guarantee or warranty that the products or services will result in impacts to energy usage or cost implications. 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.
12. 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.
13. Participant agrees to ensure that potentially hazardous or regulated wastes (e.g., PCB-containing ballasts, fluorescent lamps, high-intensity discharge lamps, refrigerants, batteries, etc.) are handled and disposed of in compliance with applicable federal, state, and local laws and regulations.
14. 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.
15. 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 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.
16. 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.
17. Participant acknowledges that neither Platte River or its consultants are responsible for the calculation, collection, or distribution of any tax credits, tax deductions, or third-party rebates that you may be eligible to receive for energy efficiency or renewable energy measures, and that neither Consultant nor Platte River can or have given any advice regarding Federal or state tax consequences.
18. Participant agrees to receive future correspondence via information listed in this application regarding Program offerings.
19. Platte River and/or its representatives may include a description of this project, including the nature and extent of Participant's participation and other project details in its case studies, brochures, press release, its web site advertisements and other marketing materials presented to the public.
20. These Terms and Conditions, any Program manuals and any other application forms submitted by the Participant constitute the entire agreement between the parties concerning the subject matter hereof. No prior representation, promises, statement, warranties, understandings, or agreements concerning the subject matter hereof shall modify or effect these Terms and Conditions.

Additional acknowledgements applicable only to participants of the residential retrofit program:

21. Incentives are based on adherence to Platte River's installation standards performed by a qualified provider, in its sole discretion if Platte River finds these to be different from the values shown in the application, Platte River will provide notification of the difference and give the Participant, provider, contractor, or vendor an opportunity to request review of the findings or to remedy the discrepancy before adjusting the rebate.
22. Payment will be made payable to the owner of the property benefitting by the work, or any participant that has authority to make upgrades to the property or their third-party designee such as a contractor.

Post improvement carbon monoxide and ventilation disclosure for residential retrofit program:

23. I understand that indoor air quality is tied to building envelope tightness and that mechanical ventilation will often improve indoor air quality. Further information on mechanical ventilation strategies and rates are available from an Efficiency Works advisor.
24. I understand that if my home has an attached garage the following is true. There are air pathways between my garage and my house that I should attempt to get air sealed to improve my indoor quality.
25. If an Efficiency Works Homes assessment was performed, it and all related inspections is not anticipated or intended to be a safety inspection, nor a complete or thorough investigation of the conditions of the home or property, and that the purpose of the assessment and/or inspection(s) is not to determine whether the home or property is or will be safe or suitable for occupation, but rather is intended to assist me in identifying potential energy efficiency measure for my home that Participant may choose to further investigate.

Additional acknowledgements applicable only to participants of the Business and Multifamily program:

26. Payments provided by utilities (including Platte River) to Participants for the purchase or installation of upgrade 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.
27. Incentive values are based on a combination of projected energy impacts or wattage reduction, estimated product costs, necessary values to encourage market participation and estimated installation costs of the upgrades, 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.
28. For projects that required pre-approval before installation, 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 an updated approval if budgets are available. Incentive amounts will not be increased simply because the cost of materials or labor has increased, when 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.