

**Air Conditioning and Heat Pump
Rebate Application
Attachment A**



PARTICIPANT INFORMATION			
Facility Name	Make Rebate Payable to:		
Facility Address	City	State	Zip
Mailing Address	City	State	Zip
Contact Name	Tacoma Power Account Number		
Phone Number	Email Address		
Building type			

TECHNICAL ELIGIBILITY REQUIREMENTS					
1. Purchased and installed air conditioning and heat pump equipment must meet or exceed CEE Tier 1 minimum efficiency requirements. The minimum requirements and per ton rebate levels can be found in the equipment tables listed on page 2.					
2. Terms and conditions of rebate offerings vary by equipment.					
Quantity	Size (Tons)	Equipment Type (DHP, Heat Pump, RTU, VRF)	Date Installed	Rebate per Ton	Total Rebate (\$)

How to Receive Rebate

- Purchase & install qualifying equipment.
- The following information must be submitted to Tacoma Power within **60 days** of equipment installation.
 - A completed Rebate Application form.
 - Copies of all invoices with total installed cost (before rebate) including equipment, labor, permit and tax.
- Review Terms and Conditions of Rebate on page 3, sign, date and print name and title below.
- Submit all required documents to your Tacoma Power representative via mail, fax or email.

MAIL

CI Equipment Rebates
Tacoma Power CEP 4SE
P.O. Box 11007 Tacoma, WA 98411

FAX

(253) 502-8276
Attn: CI REBATES

EMAIL

power@cityoftacoma.org
Subject: CI REBATES

By signing below I certify that I have read and accept the Terms and Conditions and Technical Eligibility Requirements of this rebate offer.

Authorized Signature

Date

Printed Name & Title

INTERNAL USE ONLY	
Project ID	Approved by Customer Energy Programs
Staff Contact	Approved by City Finance
Date Rec'd	Form Pre-approved by City Attorney's Office <i>Per Memorandum dated September 16, 2013 as supplemented August 4, 2017 and on file with TPU Legal</i>

DUCTLESS HEAT PUMPS (DHP) Rebate \$500 per Ton

This measure is available for retrofits only. New construction applications are not eligible.

Pre-Installation conditions:

Qualifying applications have the following characteristics. The space conditioned by the DHP:

- Is heated by either zonal or forced air electric resistance heat as the primary system (gas is not eligible), and,
- Is not conditioned by an air source, ground source, or ductless heat pump, **OR**

The space conditioned by the DHP **was both:**

- Previously conditioned by an air source, ground source, or ductless heat pump that is no longer working, and
- Conditioned by the backup zonal or forced-air electric resistance (heat strip)

Post-Installation conditions:

Installed Ductless Heat Pumps must have all of the following features:

- A split-system heat pump employing an inverter-driven outdoor compressor,
- Inverter-driven or variable-speed indoor blowers, and
- DHP must appear on the BPA Qualified Products List. (Under Tools and Resources at the bottom of the page)

<https://www.bpa.gov/EE/Sectors/Residential/Pages/Ductless-Heat-Pumps.aspx>

HEAT PUMP CONVERSION Rebate \$150 per Ton

This measure is available for retrofits only. New construction applications are not eligible. A Heat Pump Conversion replaces an existing electric resistance heating system with a heat pump (e.g., adds an electric air source heat pump to a system where one did not previously exist). Heat pump-to-heat pump systems are not eligible for Heat Pump Conversion rebate.

Pre-Installation conditions:

Qualifying Heat Pump Conversion applications have the following building characteristics:

- 50,000 square feet or less conditioned building area
- Heating type is electric resistance (gas is not eligible)

Post-Installation conditions:

Heat pumps installed must meet the following requirements:

- Be an air-to-air heat pump system, and
- Meet or exceed BPA Heat Pump Specification minimum efficiency requirements found at

<https://www.bpa.gov/EE/Policy/Manual/Documents/BPA%20Heat%20Pump%20and%20VRF%20Specification%20Apr2017.pdf>

HEAT PUMP UPGRADE & VARIABLE REFRIGERANT FLOW (VRF) Rebate \$150 per Ton

This measure applies to both existing building retrofits and new construction. A Heat Pump Upgrade either:

- 1.) Replaces an existing heat pump with a more-efficient heat pump (e.g., replacing a code minimum heat pump with a CEE Tier 2 heat pump), or
- 2.) Is an efficient heat pump installed as part of a new construction project.

Pre-Installation conditions:

Qualifying Heat Pump Upgrade applications have the following characteristics:

- For retrofits, it replaces an existing heat pump.
- If the space was previously conditioned by an air source, ground source, or ductless heat pump that is no longer working, and the space is conditioned by backup electric heat, the application is eligible for a heat pump upgrade as an existing building retrofit or new construction
 - 50,000 square feet or less conditioned building area,
 - Electric heat (gas not eligible), and
- For new construction, there are no pre-condition requirements.

Post-Installation conditions:

Heat pumps installed must meet the following requirements:

- Less than 20 tons of cooling capacity,
- Be an air-to-air heat pump system, and
- Meet or exceed BPA Heat Pump and VRF Specification minimum efficiency requirements found at

<https://www.bpa.gov/EE/Policy/Manual/Documents/BPA%20Heat%20Pump%20and%20VRF%20Specification%20Apr2017.pdf>

Terms & Conditions of Rebate

In consideration of the mutual benefits to be derived hereunder, the City of Tacoma, Department of Public Utilities, Light Division (d/b/a and hereafter referred to as "Tacoma Power") and the Applicant _____ (hereinafter "Participant") agree to the following terms and conditions:

1. General Eligibility Requirements:

- A. Rebates are offered for the purchase and installation of new packaged or split-system air conditioning and heat pump equipment that meets or exceeds CEE Tier 1 efficiency levels specified in the links provided in Attachment A.
- B. Qualifying equipment must operate in facilities that are occupied at least 2,000 hours annually (about 40 hours per week).
- C. Qualifying equipment must be installed and operate in the Tacoma Power service territory on or after August 1, 2017.

2. **Energy Conservation Measure Installation:** Participant represents that it has the right to, and will, install the Energy Conservation Measures (ECMs) designated on Attachment A at the Facility identified in the Application and that any necessary consents have been obtained. Participant is solely responsible for implementing the ECMs and for ensuring ECM installation (including equipment purchased, work performed, required permits and material disposal, if any) complies with applicable federal, state and local safety, building, electrical, and environmental laws, codes, regulations and standards and any manufacturer instructions. The Participant assumes full responsibility for the design and installation of said measures and full financial responsibility for any measures which do not meet the rebate qualifications.

3. **Schedule:** To obtain a rebate, Participant must submit a fully completed signed and authorized Application, with final cost documentation attached, within **60** days following ECM installation.

4. **Rebate Amount and Payment:** The rebate amount will be determined by the number of eligible ECMs actually installed according to the rebate payment levels set forth in Attachment A. The actual amount of the rebate will be determined according to the "Rebate per Ton" payment levels set forth in Attachment A and is limited to a maximum of 100% of the documented cost of the installed ECM. In no event will the rebate amount exceed \$25,000.00. Tacoma Power will make rebate payment following (A) Tacoma Power's verification of approved ECM installation and (B) Participant's submission of all required final cost documentation. The dollar amounts specified in Attachment A are subject to change without notice prior to the date approved by Tacoma Power and/or based on availability of program funding approved by the Public Utility Board.

5. **Verification:** Participant agrees to assist Tacoma Power's verification of ECM installation and energy savings as follows:

- A. **Access and Inspection:** Participant shall, upon request, provide Tacoma Power and its representatives: (1) reasonable access to and inspection of the Facility and ECMs installed therein before, during and/or after implementation, and (2) reasonable access to, inspection and use of energy usage data related to the ECMs including release of utility bills and Facility energy consumption information following implementation.
- B. **Final Cost Documentation:** As a condition of Tacoma Power's payment of rebate(s) hereunder, Participant agrees to promptly provide to Tacoma Power, upon request, documentation verifying equipment purchased and/or work performed including, but not limited to: sales slips, purchase orders, invoices, and other written information pertinent to the ECMs installed showing vendor name, brand, model, and dates of purchase and of installation.

6. **Limited Role of Tacoma Power:** The purchase and installation of ECMs described in Attachment A are the sole responsibility of Participant. Tacoma Power is not a party to any contract(s) for the purchase of material or labor and shall have no liability whatsoever for contracts between Participant and third party suppliers and/or contractors. Tacoma Power's sole responsibility hereunder is limited to providing financial incentives for approved installations.

- A. **No Endorsement:** Tacoma Power does not endorse any particular contractor, manufacturer or product in promoting this rebate program. The Participant acknowledges that Tacoma Power in no way influenced the choice of contractor or specific brands of equipment.
- B. **No Warranties/Disclaimer:** Tacoma Power's verification, inspection and/or monitoring activities are solely for its own program purposes and no warranties to, or reliance by, Participant shall be implied. Tacoma Power makes no express or implied warranties of any kind under this Agreement and makes no representations regarding the results to be achieved by the ECMs to be installed.

7. **Limitation of Liability and Indemnification:** Tacoma Power's entire liability hereunder is limited to payment of rebates specified in Attachment A according to the terms and conditions hereof. In no event shall Tacoma Power's total liability in connection with this Application, regardless of legal or equitable basis, exceed the amount of any rebate offered per a completed and authorized Application.

To the fullest extent allowed by law, Participant agrees to indemnify, defend, and hold harmless Tacoma Power and its officers and employees, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including reasonable attorney's fees and costs) arising from or in connection with the willful misconduct or negligence of Participant, its employees, agents and/or contractors in the performance of this Agreement. Participant specifically assumes liability for actions brought by the Participant's own employees against Tacoma Power and, solely for the purpose of this indemnification and defense, the Participant expressly waives any immunity under state industrial insurance law, Title 51 RCW. Participant acknowledges that this waiver was the subject of mutual negotiation. This indemnification shall survive termination of this Agreement

8. Miscellaneous:

- A. **Entire Agreement/Severability:** This Application, including these Terms and Conditions and Attachment A, comprises the entire AGREEMENT between the Parties regarding the rebate payments and ECM installation. All prior communications, representations, promises, or conditions relating to the subject matter of this Agreement are superseded hereby. If any term, condition or provision of this Agreement is declared void, unenforceable or limited in its application by any court or administrative body having jurisdiction, such event shall not affect any other provision, which remaining provisions shall continue in full force and effect in accordance with their terms.
- B. **Modification:** No modification or amendment of this Agreement shall be effective unless in writing and signed by the Parties.
- C. **Authority to Enter into Agreement:** By signing and submitting the Application, I represent and warrant that I have read, understand, and agree to the foregoing Terms and Conditions and that I am the owner or duly authorized agent of the owner of the Facility with full power to accept said Terms and Conditions.
- D. **Counterparts Clause:** This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute one and the same instrument, and in making proof hereof it shall not be necessary to produce or account for more than one such counterpart. A facsimile, pdf, or other form of electronic signature shall be sufficient to bind a Party hereto.