



Building Community

# CUSTOMER TERMS AND CONDITIONS FOR PARTICIPATION IN THE JEA ELECTRIFICATION REBATE PROGRAM



The Customer Terms and Conditions for participation in the Electrification Rebate Program (the “Terms and Conditions”) is an agreement made by and between the Customer (end user) and ICF Resources, LLC (“ICF”). ICF is the Program Implementer of JEA’s Electrification Rebate Program (the “Program”).

All Customers participating in the Program are required to submit the Terms and Conditions effective for the current Program Year, defined as October 1, 2021, through September 30, 2022 (the “Program Year”).

JEA has contracted with ICF to act as the Program Administrator and authorizes ICF to administer the Electrification Rebate Program including such activities, but not limited to, review, submittal and processing Customer applications; pre- and post-inspections of Customer facilities and equipment applicable to the Program; responding to information requests from the Customer; measurement and verification activities; managing sub-contractors (where applicable); and issuing rebate checks.

1. **Participation Award.** For all technology equipment that meets the Electrification Rebate Program requirements (as hereinafter defined), the Program hereby agrees to pay *up to* the following incentive amounts, as applicable:

Technology Type	Description	Maximum JEA Incentive
<b>Class 1 and 2 Forklifts</b>	Small non-road vehicles with two power-operated prongs at the front that can be slid under heavy loads and then raised for moving and stacking materials in warehouses, shipping depots, distribution centers, etc.	\$700
<b>Aircraft Tractors/ Pushbacks</b>	Pushback tugs are mainly used to push an aircraft away from the gate when it is ready to leave.	\$1,600
<b>Baggage/Tow Tractors</b>	Airport tow tractors used to move any equipment that cannot move itself. This includes bag carts, mobile air conditioning units, air starters, lavatory carts and other equipment.	\$400
<b>Belt Loaders</b>	Vehicles with movable belts for unloading and loading of baggage and cargo of aircraft.	\$800
<b>Electric-Standby Truck Refrigeration Units (E/S TRUs)</b>	<b>Tractor-trailer E/S TRUs</b> – Tractor-trailers parked and plugged into the utility grid while perishable items are unloaded/loaded. Larger versions of a TRU that require 480 volts to power.	\$1,000
	<b>Box E/S TRUs</b> – Serves the same food-storing purpose as the tractor-trailer TRU at a smaller capacity. Box TRUs are smaller versions of TRUs and require 230 volts to power.	\$400
<b>Heavy-Duty Truck Stop Electrification (H-D TSE)</b>	TSE gives heavy-duty vehicles (large commercial trucks, etc.) the ability to shut off their engines to reduce idling emissions and allows the truck to perform adequate heating, cooling, electricity and communications functions.	\$1,300
<b>Golf Carts</b>	Small vehicles designed originally to carry two golfers and their golf clubs around a golf course with less effort than walking. Golf carts also serve as a means for transportation in active adult communities and are sometimes referred to as neighborhood electric vehicles.	\$200
<b>Welders</b>	Machines used to fuse materials together. Electric arc welders use electricity to create enough heat to melt metal. Then, when the melted metals cool, they bind.	\$500
<b>Scissor/Boom Lifts</b>	Lifts used to move personnel and equipment. Scissor lifts operate in a vertical direction. Boom lifts operate in an aerial direction, allowing for horizontal and vertical movement.	\$1,000

Technology Type	Description	Maximum JEA Incentive
Scrubbers	Ride on top – Industrial floor cleaners that include a seat for the operator.	\$400
	Stand behind – Industrial floor cleaners that the operator pushes from behind.	
Beverage Carts	Mobile carts used on golf courses to refrigerate and deliver refreshments.	\$600
Custom Measures	Custom measures will be evaluated on a case-by-case basis. Examples of custom measures include but are not limited to: airport ground power units, cranes, drayage trucks, tugboats and industrial process equipment.	
Workplace Charger	Level 1 or 2 alternating current (AC) charging station available for employees at a workplace.	\$5,200
Public-Access Charger	Level 1 or 2 AC charging station available for public access.	\$5,200
Direct Current Fast Charger (DCFC)	DCFC, sometimes referred to as a Level 3 DC charging, delivers direct current (DC) to the vehicle.	\$30,000
School Bus	An electric-powered bus used to transport students between their homes and school.	\$17,000
Transit Bus	A publicly provided electric-powered bus used to transport people on designated routes.	\$100,000

The above incentive values apply to all eligible applications submitted during the current Program Year. Custom project incentives are available for qualifying electric equipment not listed herein but will be evaluated on a case-by-case basis. Incentives for custom measures will be capped at 60% of the total project cost. Incentives for “on-road” measures will be capped at 60% of the total project cost. Total project costs include equipment, infrastructure, delivery and installation of eligible equipment (and chargers, if applicable) less any other outside funding including other grant or incentive programs. Sales taxes and any applied tariff or import fees are not covered.

No one participant designated by an individual Federal Tax ID may receive over 20% of the annual Program incentive budget. If additional funding is available after September 1 of the current Program Year, a participant may exceed the 20% cap upon written approval by the Program. The decision to exceed any Program incentive cap remains the sole decision of JEA.

2. **Forklift Trade Ally Incentive.** Forklift equipment dealers can apply for a separate trade ally incentive of \$100 per forklift, if the dealer was directly involved with the application process and/or provided the sales lead to ICF. The equipment dealer may defer this incentive to the Customer. If the Forklift Trade Ally Incentive is to be paid to a specific dealership employee rather than the dealership company, the employee must provide a copy of their W-9 taxpayer identification form. All Customer Terms and Conditions for participation in the Program apply to any application submitted by a Forklift Trade Ally.
3. **Electrotechnology Equipment Eligibility Requirements.** For purposes of these Terms and Conditions, the term “Eligibility Requirements” is defined as follows:
  - a. Customer’s facility must be located within the JEA electric service territory.
  - b. Customer must have an active JEA non-residential electric service account (General Service, General Service Demand or General Service Large Demand).
  - c. Customer intends equipment included with any application to the Program to be for use at Customer’s facility, located within JEA electric service territory.
  - d. Equipment must be purchased or installed between October 1, 2019, and September 30, 2025.
  - e. All equipment submitted to the Program must be electric powered or utilize a battery that is charged by electricity.
  - f. Equipment can be new, used or leased and **must** be replacing a gas, natural gas, propane, hydraulic or diesel-powered unit OR be a new addition OR expansion to an existing electric equipment fleet (electric equipment replacing old electric equipment does not qualify for this Program).
  - g. Customer authorizes ICF access to Customer’s JEA electric service account history for the sole purpose of assessing and approving applications submitted to the Program.
  - h. Customer **must** provide supporting documentation for all equipment submitted to the Program (acceptable documentation includes purchasing invoices, bill of lading, Company asset inventory logs or other, as determined by ICF).

#### 4. Incentive Payments

- a. ICF shall verify if documentation meets Program requirements within thirty (30) days of receipt and will notify Customer of any discrepancies. Customer acknowledges that Incentive Payments are paid directly by ICF in accordance with ICF's Agreement with JEA. Customer shall receive payment within ninety (90) days after providing the Program with a complete application and all required supporting documentation and meeting all Program Equipment Eligibility and Customer Participation Requirements.
- b. ICF may withdraw some or all the Incentive Payments for equipment for which documentation has not yet been submitted. If ICF withdraws potential Incentive Payments, it may, at its sole discretion, allow the Customer to reclaim a portion of any withdrawn Incentive Payments if the Program is extended, provided all current Program requirements are met.

#### 5. Customer Participation Requirements

- a. Customer is responsible for ensuring all Program Requirements are met.
  - b. Applications **must** be submitted within the current Program Year or no later than 180 days of equipment delivery to Customer's facility located within JEA electric service territory (JEA, in its sole discretion, may approve an exception to this timeframe).
  - c. All required documentation must be submitted via the Program's online application system or directly to ICF.
  - d. Customer agrees to provide the following for each piece of equipment for which Customer seeks an Incentive Payment (collectively, the "documentation"):
    - i. A completed Program application,
    - ii. Model and serial numbers of the installed equipment, and
    - iii. Copies of equipment invoices, receipts, bill of lading or Company's asset log or other verification of purchase from equipment dealer.
  - e. Customer has not previously received an incentive payment for equipment contained on any application.
  - f. Customer acknowledges that ICF will conduct Post-Installation Verification for 100% of applications submitted. This will consist of on-site visits for each Customer and visual verification of at least 25% of the model and serial numbers submitted in the Customer's application (JEA and ICF provide no warranties regarding Customer's safety, health or well-being during post-installation verification site visits).
  - g. Customer authorizes ICF access to Customer's JEA electric service account history for the sole purpose of assessing and approving applications submitted to the Program.
6. **Custom Application Pre-Approval.** Customers may submit application and equipment information for custom measures prior to equipment purchase or installation to receive a rebate estimate and potentially secure available incentive funding. Final incentive payments may differ from pre-approval estimates, if equipment specifications or usage differs during final review by ICF or JEA. Incentive awards are subject to available funding.
7. **Term.** This agreement to the Terms and Conditions shall remain in effect during the current Program Year; provided, however, any payments due for eligible applications submitted prior to the end of the current Program Year, shall still be due and owing. Customer acknowledges that ICF reserves the right to terminate or modify these Terms and Conditions at any time, without prior notice, as may be required by governmental regulatory action; provided, however, if the Terms and Conditions are modified the Customer shall have the right to terminate the agreement if the modified Terms and Conditions are unacceptable to Customer.
8. **Limitation of Liability.** ICF's sole liability is limited to paying the properly qualified incentives specified herein. Neither ICF nor any of its affiliates, nor its consultants, nor its independent contractors shall be liable to the Customer or any other party for any indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this Program.

In no event shall either party be liable to the other for any indirect, incidental, special or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to these Terms and Conditions, even if the party claiming damages advised the other party of the possibility of such damages.

9. **Tax Liability.** Customer acknowledges that receipt of any rebate pursuant to the Program may result in taxable income to the Customer and that the Customer is solely responsible for any federal, state or local reporting requirements.

10. **Additional Terms**

- a. Customer, at its own expense, is responsible for meeting all requirements and complying with all local and state laws and codes, including without limitation, the installation, operation and maintenance of eligible equipment.
- b. These Terms and Conditions shall be governed and construed in accordance with the laws of the state of Florida without regards to Florida's conflict of law principles
- c. In the event of a dispute, each party agrees to have an authorized representative, empowered to resolve the dispute, meet for a period of not more than three (3) business days to resolve the dispute. Should the dispute resolution be unsuccessful, the matter may be submitted to any court of competent jurisdiction or an alternate dispute resolution panel. No oral or written representation made during any panel proceeding or other settlement negotiation shall constitute a party admission.
- d. No language in these Terms and Conditions shall be construed to make the parties legal business partners, joint ventures or agents of each other, nor shall either party so represent such to any third party.
- e. ICF represents, and Customer acknowledges, that ICF is an independent contractor with respect to JEA and the Program, and that ICF is not authorized to make representations or incur obligations on behalf of JEA. Customer further acknowledges that JEA is not a party to these Terms and Conditions and that ICF and Customer are solely responsible for performance hereunder. Customer agrees that JEA is a third-party beneficiary of these Terms and Conditions and, as such, may rely on the representations made herein by Customer and enforce Customer's obligations hereunder to the extent the same are applicable to JEA.

11. **Right To Refuse.** ICF has the right to refuse service or end delivery of services when confronted by a Customer acting inappropriately or when facing a situation deemed potentially unsafe or harmful to the health of well-being of any of its employees.

BY SUBMITTING THE ELECTRIFICATION REBATE PROGRAM APPLICATION, THE CUSTOMER APPROVES THAT THEY HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND VOLUNTARILY ENTER INTO THE ELECTRIFICATION REBATE PROGRAM.

**SIGNATURES**

Company Name	
Representative Name	
Representative Signature	
Date	