

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Department of the Environment



**District of Columbia Renewable Energy Incentive Program (REIP)  
Incentive Terms and Conditions**

All program applicants (“Applicant”) who seek to claim incentives for eligible photovoltaic or solar thermal installations are required to acknowledge reading and understanding the following terms and conditions, and must accept these terms and conditions before the District Department of the Environment (“DDOE”) will process your incentive payment. Incentives provided through the Renewable Energy Incentive Program (“REIP” or “Program”) are only available for qualifying buildings located in the District of Columbia; only a property with a physical District of Columbia address (no post office boxes) is eligible for a system incentive under this Program. In order to qualify to receive an incentive, you agree to install a solar energy system that meets the requirements set forth in all REIP-related documents.

**Eligibility/Process**

1. Applicant is responsible for monitoring the program website, <http://ddoe.dc.gov/service/renewable-energy-incentive-program-reip-residents> or <http://ddoe.dc.gov/service/renewable-energy-incentive-program-reip-businesses> to learn about possible program changes and to receive notifications and guidance on all aspects of the incentive program.
2. Applicant understands that the Program may be modified, suspended or discontinued by DDOE at any time and without notice.
3. Applicant agrees to provide all documentation required to qualify for an incentive and to provide the documentation in a manner consistent with the Program instructions. These instructions specify that documentation is to be attached to a unique application form that Applicant can print out, which will include a unique reservation number to identify Applicant and facilitate processing by DDOE.
4. Applicant attests that he/she owes no liability to the District of Columbia demonstrated by providing a Copy of the Certificate of Clean Hands (Retrieved within 30 days of receiving the request to submit the full application materials). Certificates can be obtained at: <http://dcforms.dc.gov/webform/certificate-clean-hands-formerly-certificate-good-standing>
5. Applicant understands that incentives will be reserved and distributed on a first-come, first-served basis until funds are depleted for the applicable fiscal/program year.
6. Applicant agrees to consult with and require vendor(s) to first confirm in writing that the vendor(s) will provide services, equipment, materials and other items that are eligible for incentives and provide all documentation needed by Applicant to qualify for incentive(s) under this Program before agreeing to purchase services, equipment, materials or other items.

7. Applicant may only apply for one incentive per technology that is funded with District funds for a single, unique and verifiable physical address in the District of Columbia, and said applicant may not apply for more than one incentive per technology from REIP or any other program that is funded with District funds. The applicant also certifies that he or she has not applied and will not apply for multiple incentives funded by District funds for the same technology and the same single, unique and verifiable physical address in the District.
8. A third party owner is a system owner who does not own the qualifying building located in the District of Columbia. Third party owners must be registered with the Government of the District of Columbia and/or be a Certified Business Enterprise as certified by the Department of Small and Local Business Development. If you are a third party owner, the full amount rebated by DDOE must be applied as prepayment to the total cost of the system. Prepayment is the deposit paid towards the cost of the system, which includes, but is not limited to, down payments, forward payments of expected fees/bills or money used to establish a contract.
9. Completed installation: DDOE defines a completed installation as being all equipment necessary for the proper operation of a solar system having been safely and securely affixed to permanent building structures or ground-based mounts, inter-tied into the building's electrical or plumbing system, inspected and approved by the Department of Consumer and Regulatory Affairs ("DCRA") as evidenced by an inspection approval sticker, producing meterable electricity as designed, and possessing a final connection made by a Master Electrician or Master Plumber.
10. Incentives provided by the Program must result in a **completed installation within 6 months** from the date that the District Government fulfills the Program participant's incentive request.
11. Applicant may request in writing a maximum **extension of 6 months, but DDOE is not required** to grant an extension.
12. It is Applicant's responsibility to contract for the purchase and proper installation of a qualifying photovoltaic or solar thermal system. Within 14 calendar days upon completion of the project, the program participant and installer must fill out the entire Photovoltaic or Solar Thermal Completion Certificate, sign it, enclose it and return it to DDOE with the required accompanying documentation. DDOE is required by law to inspect all projects to verify system completion.

### **Payment**

13. Applicant affirms that he or she understands and agrees to comply with equipment as well as all other eligibility standards and requirements, and agrees that a successful online incentive reservation does not guarantee payment of an incentive. ***The Program operates on a first-come, first-served basis and incentive requests are dependent on funding availability.***

14. The award of funds is contingent upon the availability of funds, and incentives are provided only after a full program application and the signed REIP Approval Letter with the REIP Terms and Conditions from Applicant have been approved by DDOE.
15. Applicant affirms that he or she understands that the total incentive cannot exceed \$10,000 for a photovoltaic system or \$6,000 for a solar thermal system for any single installation. The incentive maximums per installation apply to a single, unique and verifiable physical address. Applicant further certifies that he or she has not applied and will not apply for an incentive or incentives that would exceed the limits per installation by using multiple real or fictitious addresses, multiple real or fictitious applicant names or by any other means or process.
16. It is the intent of DDOE to pay incentives in a timely manner, usually in six to eight weeks after the program administrator has received Applicant's REIP Approval Letter and REIP Terms and Conditions, and approved his or her documentation of costs and eligibility. **However, no guarantees of timing on incentive payments can or will be made.**

### **Equipment**

17. To be eligible for an incentive, the PV solar system must meet the minimum size of 1,000 Watts Direct Current (1.0 kilowatt<sub>DC</sub>) or the thermal system must have minimum annual energy offsets: Gas Offset: 60 Therms, Electric Offset: 1,200 kWh/yr.
18. Applicant is solely responsible if the equipment and/or services purchased do not comply with Program requirements and are determined by the program administrator not to be eligible for an incentive. Applicant must comply with all Program requirements and provide documentation acceptable to the program administrator before an incentive will be fulfilled.
19. The photovoltaic system hardware must be in compliance with all applicable performance and safety standards including: *Underwriters Laboratories (UL) 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems and UL 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels*. The solar thermal system hardware must be in compliance with all applicable performance and safety standards including: *American Society of Safety Engineers (ASSE) 1016, 1017, 1070 Standards, OIML metering, and the Solar Rating Certification Corporation (SRCC) OG 100 or OG300 standards for solar thermal collectors and systems*.
20. For utility interconnected photovoltaic systems, the system must be in compliance with the District of Columbia Net Energy Metering laws and the requirements of the local electric utility – The Potomac Electric Power Company (PEPCO). Solar thermal systems are required to meet legally mandated requirements for distributed solar generation systems serving the District of Columbia and the requirements of the local utility.
21. The photovoltaic system must be installed in compliance with *Institute of Electrical and Electronics Engineers (“IEEE”) Standard 929-2000, Recommended Practice for*

*Utility Interface of Photovoltaic Systems* and with applicable requirements of the local electrical codes and the National Electrical Code (NEC).

22. Some equipment eligibility standards of the REIP are based on standards and requirements set forth in the Clean and Affordable Energy Act of 2008. Applying for and receiving incentives under this Program does not preclude the Applicant from seeking any federal tax credit for which he/she may be eligible. However, eligibility for a federal tax credit does not guarantee eligibility for a District of Columbia REIP incentive, and eligibility for a District of Columbia incentive does not guarantee eligibility for any tax credit.

### **Indemnification/Notices**

23. Applicant shall hold the District of Columbia Government harmless from any and all claims, demands, and actions based upon or arising out of any purchases of goods or services performed by Applicant or by Applicant's agents.
24. Applicant agrees to assume all risks of loss and to indemnify and hold DDOE, the District of Columbia and its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, damages, suits, costs, fees, and expenses, incidents thereto, for injuries or death to persons and for loss of, damage to, or destruction of property because of Applicant's negligence, intentional acts or omissions. In the event of any demand or claim, DDOE or the District of Columbia may elect to defend any such demand or claim and will be entitled to be paid by Applicant for all damages and legal fees.
25. Applicant agrees to comply with all applicable local, state and federal electrical, plumbing, building, fire and safety codes and regulations, including but not limited to obtaining plumbing, electrical and building permits, observing zoning requirements and consulting with neighbors or adjacent property owners as needed, as well as local, state or federal safety and regulatory officials. Applicant further agrees to comply with the requirements to obtain approval from the Office of Planning/Historic Preservation Office ("OP/HPO") in advance before making material changes to or changes that could impact historical structures.
26. Applicant certifies that he or she at all times will be truthful in his or her representations, that no documentation of work or expenses will be altered, manufactured or falsely represented, and that no incentive will be claimed in a manner or fashion that does not comply with Program requirements.
27. Applicant assumes full risk and responsibility for all purchases of goods or services and agrees that Applicant is solely responsible for decisions to make purchases that might be eligible for an incentive under this Program.

## **DDOE Review**

28. DDOE may verify estimated energy and environmental benefits and other potential impacts of the equipment and measures that receive incentives. It is Applicant's responsibility to ensure that these benefits and impacts are addressed by the system's installer. For a period of up to two (2) years after incentive fulfillment, Applicant may be randomly selected to provide additional information to assist DDOE in documenting and validating actual benefits of the energy production equipment. Applicant agrees to participate if selected and agrees that the incentive received from DDOE is fair compensation and consideration for reasonable time and effort to participate.
29. Applicant agrees to permit public disclosure of information. The local legislation that funds this Program requires transparency and public disclosure of how funds are managed, awarded and spent. It is possible that information about how individual incentives were awarded and spent could be publicly disclosed in some manner, including disclosure on a government website, in a media report, or as a result of a request under the Freedom of Information Act. **Applicant agrees to allow DDOE and/or its contracted representatives access to the incentivized system to verify that it is properly installed, operational, and conforms to the eligibility criteria of REIP.**
30. The system cannot be removed from the District of Columbia for a period of 10 years following installation.

## **REIP Participant Certification**

I hereby certify that I have read, understood, and agree to abide by the District of Columbia Renewable Energy Incentive Program (REIP) Incentive Terms and Conditions, Fiscal Year 2013. I understand that failure to abide by these terms and conditions may lead to the Government of the District of Columbia withholding or suspending, in whole or in part, funds provided under this Program, or recovering unspent or misspent funds through the placement of a lien on the my real and/or personal property to secure repayment.