

Official Rules for Voucher Applicants

City of Boulder E-bike Incentives Program Process Summary:

City of Boulder residents may apply for a voucher for a point-of-sale discount for an e-bike. Applicants that are awarded a voucher can take it to an approved participating bike shop in Boulder County to apply the discount when purchasing an eligible e-bike. The bike shop that redeems the voucher will apply for a rebate from the City of Boulder through APTIM Environmental Infrastructure LLC (“APTIM”), the city’s e-bike and voucher and rebate administrator, to reimburse them for the discount provided. The E-bike Incentives Program is subject to the laws of Colorado and the United States.

The following rules apply to this process.

Applicant Eligibility/Restrictions:

Residential Verification: YOU MUST BE AT LEAST 18 YEARS OF AGE OR OLDER AND A RESIDENT OF THE CITY OF BOULDER TO BE ELIGIBLE TO BE SELECTED FOR THE E-BIKE INCENTIVES PROGRAM. THE RANDOM SELECTION OF VOUCHER RECIPIENTS IS VOID WHERE PROHIBITED BY LAW. Proof of a physical City of Boulder, Colorado address is required. Examples of acceptable proof of address documents include (all documents presented must be dated within one year of application):

- Current valid Colorado Driver’s License or ID
- Computer Generated Bill (utility, credit card, doctor, hospital, etc.)
- Bank Statement
- Pre-Printed Pay Stub
- First-Class Mail (from a government agency or court)
- Current Homeowner's, Renter's, or Motor Vehicle Insurance Policy
- Mortgage, Lease, or Rental Contract
- Motor Vehicle Registration
- USPS Change of Address Form CNL107
- Military Service Form DD214

Individuals who are unable to provide any of these documents to verify physical City of Boulder, Colorado, address may be eligible to provide alternative documents. If you are houseless in Boulder and working with a government agency or non-profit a dated letter stating your situation on the organization's letterhead may be accepted in place of one of the above documents.

Income Qualified Verification: To meet the “Income-Qualified” requirement, the applicant must have a household income below 80% of area median income for Boulder County as defined by the U.S. Department of Housing and Urban Development (HUD). [FY 2023 Income Limits Documentation System -- Summary for Boulder County, Colorado \(huduser.gov\)](#)

Current (2023) income limits are shown below:

PERSONS IN FAMILY	LOW (80%) INCOME LIMITS (\$)
1	66,700
2	76,200
3	85,750
4	95,250
5	102,900
6	110,500
7	118,150
8	125,750

To verify an applicant meets the income qualification they must provide one of the following acceptable documents (all documents presented must be dated within one year of application):

- First page of Federal 1040 Document (please make sure to blackout any sensitive/private information such as Social Security Numbers, etc.)
- Aid to the Needy and Disabled (AND)
- Social Security Disability Insurance (SSDI)
- Supplemental Security Income (SSI)
- Your Form SSA-1099
- Old Age Pension (OAP)
- Xcel Energy’s Income Qualified DSM Programs
- Xcel Energy’s Income Qualified Community Solar Gardens program
- Energy Outreach Colorado’s Colorado Affordable Residential Energy Program (CARE)
- Colorado Low-income Energy Assistance Program (LEAP)
- Boulder Housing Partners Qualifying lease - showing all family in the household
- Boulder County Public Assistance
- Emergency Family Assistance Association (EFAA) assistance
- School Free/reduced lunch programs
- Boulder Parks & Recreation Financial Aid
- PlayPASS program

E-bike Eligibility/Restrictions:

To qualify for the e-bike point of sale discount, the e-bike must be purchased new from a participating bike shop for use by the e-bike voucher applicant and not for resale. The e-bike must be purchased on or after the launch of the e-bike program. Vouchers are not retroactive to past purchases.

The e-bikes covered by this voucher must meet the following criteria:

Class 1 and 2 e-bikes are eligible; Class 3 e-bikes are not eligible for the voucher.

- Class 1: an electrical assisted bicycle equipped with an electric motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 m.p.h.

- Class 2: an electrical assisted bicycle equipped with an electric motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of 20 m.p.h.
- The electric motor must be 750 watts or less and cannot be gas-powered
- The motor must be capable of being propelled by muscular power using the pedals, but it is not necessary to always be pedaling.
- The e-bike must have an adjustable height seat (as it comes from the factory)
- Full-suspension mountain bikes are excluded from the program
- No minimum or maximum purchase price

E-cargo bicycles must have an extended frame designed to carry additional people or cargo. E-cargo bikes must meet all of the following criteria:

- Fall within the above definition of Class 1 or 2 e-bike
- Designed to carry one or more passengers in addition to the rider OR designed to carry heavier or bulkier loads than a traditional bicycle can carry
- Bike has an extended frame (long tail, long john, Bakfiet or box bike)
- Bike has a published cargo load carrying capacity of at least 100 lbs.

The following rebates will be awarded:

Standard income voucher:

- E-bike: \$300
- E-cargo: \$500

Income-qualified voucher:

- E-bike: \$1200
- E-cargo: \$1400
- Starter kit: \$200 (may be used for helmets, bike locks, bike lights and/or bike child seat)

Participation Requirements/Restrictions:

Point of sale discounts are only available to those who complete a voucher application. The voucher application portal will open July 6, 2023, and close July 19, 2023. Once the application has been closed for each release applicants will be randomly selected to complete their application to receive a voucher. Randomly selected awardees will be notified on July 20, 2023. If awarded a voucher, applicants have 96 hours to upload the required proof of residency and/or income-eligibility. Applications are reviewed within 10 business days by APTIM. If there are any issues with an application, applicants are contacted and given 10 days to correct any issues (i.e., provide additional or different documentation). Completed applications must be approved before vouchers are issued. Failure to provide any of the required application information will prevent processing of the application. Vouchers will be available until program funds are depleted or the program end date of December 31, 2023.

All vouchers must be used within 45 days of issuance. Only one voucher per person is available at this time. Vouchers may only be redeemed at participating bike shops in Boulder County. The voucher point

of sale discount amount cannot exceed the purchase price of the e-bike, nor can it include taxes or shipping costs.

e-Bike Voucher Application Requirements:

It is the responsibility of each voucher applicant to assure that all requirements for the voucher are met. Program procedures, requirements and voucher point of sale discount levels are subject to change or cancellation without notice and are subject to available program funds. Misrepresentation in the voucher application or in the purchase of an e-bike will result in forfeiture of the voucher. All vouchers are to be redeemed only at the time of purchase of an eligible e-bike at participating bike shops in Boulder County. Applicants have 45 days to redeem a voucher once issued.

By applying for a voucher, applicants agree to be bound by these Official Rules and the decisions of the City of Boulder shall be final and binding in all respects. The Official Rules will be posted on the City of Boulder webpage at <https://bouldercolorado.gov/projects/e-bike-incentives>. Failure to comply with these Official Rules may result in disqualification. City of Boulder reserves the right at its sole discretion to disqualify any applicant found to be tampering with or disrupting the application process or operation of the E-Bike Incentives Program; or to be acting in any manner deemed by the City of Boulder to be in violation of the Official Rules.

Returns:

Applicants have 45 days to return their e-bike from the date of the voucher redemption date to potentially receive a new voucher to use at an approved bike shop. All returns must be approved by APTIM before the applicant will be issued a new voucher.

- The applicant or the bike shop must notify APTIM of the return to initiate issuance of a new voucher and bike shop return of the refund amount to APTIM.
- A return receipt must be supplied with the details of the return showing the bike make, model, serial number cost and voucher amount.
- Once a return is approved a new voucher can be issued to the applicant to purchase another bike.
- On the back end APTIM will either deduct the voucher rebate amount from the bike shop's next rebate payment or the bike shop must provide APTIM a check for the amount of the returned voucher.

Inspection:

The City of Boulder and APTIM reserve the right to conduct field inspections to verify e-bike purchase. Inspections will be scheduled in advance with the voucher applicant and/or participating bike shop.

Liability:

The City of Boulder, APTIM, and each of their respective directors, officers, employees, appointed and elected officials, and agents assume no responsibility for the performance, quality, safety, operational capability, reliability, or any other aspect of design of the e-bike or e-bike warranty. The voucher applicant hereby waives and releases any and all liabilities, claims, judgments, suits, or demands for damages to persons or property against the City of Boulder, APTIM, or any of their respective directors,

officers, employees, appointed and elected officials, and agents arising out of, resulting from, or relating to the E-bike Incentives Program.

City of Boulder and APTIM, partners, participating bike shops and persons or entities related to the E-Bike Incentives Program assume no responsibility of liability for (a) any incorrect or inaccurate application information; (b) any unauthorized access to, or theft, destruction or alteration of applications at any point in the operation of this E-bike Incentives Program; (c) any technical malfunction, failure, error, omission, defect, or delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, or networks utilized in any aspect of the operation of the E-bike Incentives Program; (d) inaccessibility or unavailability of the Internet or the website or any combination thereof; or (e) any injury or damage to applicants, participants, or to any other person's computer which may be related to or resulting from any attempt to participate in the E-Bike Incentives Program or download of any materials related to the Program.

By participating, applicants and participants, on behalf of themselves and their heirs, executors, administrators, successors and assigns hereby knowingly and voluntarily release, discharge, waive and relinquish, and agree that they will not assert or maintain against City of Boulder, APTIM, participating bike shops, and those involved in the development, production, implementation and distribution of this E-bike Incentives Program and any of their respective directors, officers, employees, appointed and elected officials, representatives, attorneys, and agents (collectively, "City of Boulder and Affiliates") any claim, action, suit or demand of any kind or nature whatsoever, whether known or unknown now or in the future, directly or indirectly, in whole or in part, arising out of or in connection with their participation in this E-bike Incentives Program or any Program-related activity, or their acceptance, possession, use or misuse of any award in any way (including any tax liabilities). Applicants and participants further agree that City of Boulder and Affiliates are not responsible or liable for, and that applicants and participants will indemnify, defend, release, and hold City of Boulder Affiliates harmless from and against, any and all claims, liabilities, losses, damages, injuries, costs and expenses (including, without limitation, reasonable attorney's fees) of any nature whatsoever, whether known or unknown now or in the future, directly or indirectly, in whole or in part, arising out of or in connection with their participation of this E-bike Incentives Program or any Program-related activity, or their acceptance, possession, use or misuse of any rebate in any way (including tax liabilities). Applicants and participants hereby acknowledge that they may hereafter discover facts different from or in addition to those which they now know or believe to be true and agree that this release will remain effective notwithstanding. If by reason of any error, more rebates are claimed than the number set forth in these Official Rules, all persons making purportedly valid claims for a rebate will be included in a random drawing to award the advertised rebates. No more than the amount of funds allocated for the E-bike Incentives Program will be awarded.

If for any reason the E-bike Incentives Program is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, failure to appropriate funds, or any other causes which may corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Program, then City of Boulder

reserves the right at its sole discretion to cancel, terminate, or modify the E-bike Incentives Program in whole or in part.

Releases:

All applicants, as a condition of entry into the E-bike Incentives Program, agree to release the City of Boulder, APTIM, and their respective directors, officers, employees, appointed and elected officials, representatives, attorneys, agents, subsidiaries, divisions, affiliates, suppliers, and promotional partners, from and against any and all liability, claims, or actions of any kind whatsoever for injuries, damages, death, or losses to person or property which may be sustained in connection with submitting an application, or otherwise participating in any aspect of the E-bike Incentives Program, the receipt, ownership, or use of any voucher awarded, or while preparing for, participating in, or traveling to or from any entry or voucher-related activity, or for any typographical or other error in these Official Rules or the announcement or offering of any voucher.

The applicant understands that they may be contacted to complete an optional survey or questionnaire to provide demographic information, usage of the e-bike and feedback on satisfaction with the program or other related questions.

Endorsement:

The City of Boulder, APTIM, and their respective directors, officers, employees, appointed and elected officials, and agents do not endorse any particular e-bike manufacturer, vendor, product, design, or claim in promoting this program.

Warranties:

The City of Boulder, its appointed and elected officials, employees, affiliates, APTIM and agents do not warrant e-bike performance expressly or implicitly.

Privacy:

City of Boulder and APTIM value your privacy and will not knowingly release, transfer, sell, or trade the personal contact information required to apply for the E-bike Incentives Program to any third party without your permission (unless required to by law or to preserve community interests, property, rights, or lives).

Award Notification:

Potential awardees of a voucher pursuant to the E-bike Incentives Program will be notified by email at the email address provided on the application form or by telephone at the phone number provided. Potential awardees may be required to execute an Affidavit of Eligibility within 96 hours of first notification to claim a rebate. If any of the required documents are not returned with the allotted time period, or if any email is returned as undeliverable or telephone call not returned, the rebate may be forfeited, and an alternate recipient may be selected at the City of Boulder's sole discretion. Any rebate not accepted by an applicant awarded a voucher will be forfeited. It is the responsibility of the winner of a voucher to claim the voucher within the specified timeframe. All unclaimed vouchers after 96 hours will automatically be forfeited and may be awarded to another applicant.

Rule Changes:

Additions, deletions, and modifications to these rules may be made at the discretion of the City of Boulder and may be enacted at any time.

Additional Rules:

NO PURCHASE FROM OR PAYMENT TO THE CITY OF BOULDER IS REQUIRED TO APPLY FOR AN E-BIKE VOUCHER. YOU MUST BE AT LEAST 18 YEARS OF AGE OR OLDER ON THE DATE YOU APPLY FOR THE VOUCHER AND RESIDE IN THE CITY OF BOULDER, COLORADO THROUGHOUT THE APPLICATION PERIOD TO BE ELIGIBLE TO BE SELECTED FOR A VOUCHER. THE RETAIL VALUE OF THE REBATE IS BETWEEN \$300 AND \$1600 DEPENDING ON INCOME QUALIFICATION AND TYPE OF E-BIKE PURCHASED. ODDS OF BEING AWARDED A VOUCHER DEPEND ON THE NUMBER OF APPLICATIONS RECEIVED. VOUCHER RECIPIENTS NEED NOT BE PRESENT AT THE TIME OF THE SELECTION TO WIN. VOID WHERE PROHIBITED BY LAW. BY SUBMITTING YOUR APPLICATION YOU ARE CERTIFYING THAT YOU HAVE READ AND UNDERSTAND THESE RULES, AND THAT YOU MEET ALL ELIGIBILITY REQUIREMENTS FOR THE E-BIKE INCENTIVES PROGRAM.

Language Translations:

Spanish translation and all translations from the original English text of the City of Boulder E-Bike Incentives Official Rules and Terms and Conditions (the “Official Rules” and “Terms and Conditions”) are provided as a courtesy to our community, and provided “as is.” No warranty of any kind, either expressed or implied, is made as to the accuracy, reliability, or correctness of any translations made from English into any other language. The original text is the English version of the Official Rules and Terms and Conditions. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes. If any questions arise related to the accuracy of the information contained in the translated Official Rules and Terms and Conditions, refer to the English version of the Official Rules and Terms and Conditions which is the official version.

Sponsor:

City of Boulder, Colorado, Climate Initiatives and Transportation & Mobility Departments, 1300 Canyon Blvd, Boulder, Colorado 80302

Last Updated:

July 5, 2023.