

Public Utility District No. 1 of Klickitat County

COMMERCIAL LIGHTING PROGRAM Implementation Agreement

This agreement is entered into this _____ day of _____, 20____ between Public Utility District No. 1, (hereafter referred to as the District) and _____ the owner of the building, (hereafter referred to as the building owner) of _____ building.

Representations

WHEREAS, the District participates in the Bonneville Power Administration's Commercial Lighting Expanded Standard Offer Plus and has adopted a policy concerning effective and efficient conservation of energy in order to meet future customer electric energy requirements; and

WHEREAS, the District receives federal funds through the Bonneville Power Administration (BPA) to pay financial incentives for regionally cost-effective energy conservation measures; and

WHEREAS, the Building Owner is the owner or leaseholder authorized to physically improve the facility located at the following address:

_____.

NOW, THEREFORE, the District and the Building Owner agree as follows:

Agreements

In consideration of the above representations and the following covenants and conditions, the parties agree as follows:

1. Scope of Work: KPUD performs initial lighting audit. The building owner agrees to install the measures found on the Consortium Energy Efficiency (CEE) qualifying products list, found at <http://www.cee1.org> under commercial lighting.
2. Award of Funds: Upon installation of the Commercial Lighting measures by the Building Owner or its contractor as well inspection as approval by KPUD, PUD agrees to award the building owner or authorized representative the rebate amount indicated on the Bonneville Power Administration's Lighting Calculator.

3. Use of Billing Information: The Building Owner agrees to allow the District to provide monthly electrical billing information to the BPA or its contractors for evaluation purposes for a period of two years following occupancy of the building and for the 12 months prior to measure installation for existing buildings. Should this billing information not be releasable without tenant approval following occupancy, the Building Owner further agrees to allow the District to request from those tenants that the monthly electrical billing information for their spaces be supplied to BPA or its contractor the same consecutive time period.
4. Disclaimer: The Building Owner acknowledges that, due to the variability of energy use, it is not possible to accurately predict energy savings and that by providing information in good faith concerning the benefits of energy saving strategies and by entering into this Agreement, the District does not warrant energy savings.
5. Hold Harmless: The Building Owner hereby agrees, on behalf of himself/herself and/or his/her company, corporate officers, employees, agents, assigns, and successors of interest, to hold harmless, indemnify and defend, the BPA, the District, and their officials, employees, agents and assigns, from and against any and all actions, causes of action, claims, damages and costs arising out of, or in any way connected with, the provision of design and financial assistance for the building identified above.
6. Codes and Permits: The Building Owner agrees to secure permits and comply with all applicable federal, state and local codes and requirements in the design and installation of all energy efficiency measures. Where permits are required, installation must be approved by appropriate building officials. The Building Owner agrees to maintain compliance documents in their facilities and have them available for review, if requested.
7. PCB-laden Ballasts: The Building Owner hereby assumes all responsibility for PCB-laden ballast disposal according to all applicable State and Federal regulations.
8. Legal Authority: By signature below, the undersigned hereby acknowledges that he/she is the Building Owner or authorized representative.
9. Failure to meet all Commercial Lighting Program requirements may result in a reduction or elimination of Rebate Payments.
10. Receipt and understanding of Attachment "A". The building owner acknowledges the receipt of Attachment "A" and the understanding of the rebate payments and limitations contained therein.
11. The payment amounts in this Agreement are valid through October 1, 2010, or until BPA funds are exhausted.

Building Owner or Legally Authorized Representative:

Check to be issued to: _____ SS# _____

Signature: _____ or
Fed. ID# _____

(Building Owner or Legal Authorized Rep.)

Date: _____

Address: _____ Phone: _____

Utility: Klickitat County PUD

Address: 1313 S. Columbus Ave. Goldendale, WA 98620 Phone: 509-773-7603

Signature: _____

Holly Dohrman, Power Manager

Date: _____

COMMERCIAL LIGHTING REBATE COUPON

Klickitat PUD
1313 S. Columbus Ave
Goldendale, WA 98620
(509) 773-7622 or (800) 548-8357

Date: _____ PUD Account # _____

Building – Owner Name: _____

Rebate Payable to: _____

Address to mail rebate: _____

Method for determining payment: _____

Inspected by: _____

Rebate approved by: _____ Date: _____

Amount of Rebate: _____

Total Number of BPA Approved Lamps & Ballast installed that meet a 25%
or better wattage reduction: _____

GL Account # 908.93 10-11-61-00-57



Klickitat PUD Energy Efficiency Program Lighting Waste Disposal Form for Lamps and Ballasts

Project Address _____

Utility Account Number _____

Lighting Installer Firm Name _____

All Lamps and ballasts have been disposed of in accordance with all applicable federal, state and local waste disposal regulations. These include the U.S. EPA and Washington Department of Ecology's Universal Was Rules for disposal of Lamps containing mercury, and the U.S. Toxics Substances Control Act and EPA Rules for disposal of Ballasts containing PCBs.

Number of LAMPS disposed _____

LAMP disposal firm name _____

Disposal method (check all that apply)

Recycled (attach receipt) Recycling firm name: _____

Hazardous waste disposal facility Municipal landfill

Number of PCB BALLASTS disposed _____

Disposal method (check all that apply)

Recycled (attach receipt) Recycling firm name: _____

Transported to commercial store or destination hazardous waste disposal facility (attach receipt)

The "Transported..." option may include temporary storage, treatment, Incineration, recycling and/or final disposal to a destination hazardous waste landfill

Authorized Signatures:

Lighting Installer

Owner Representative

Name _____

Name _____

Date _____

Date _____

For more information go to www.lamprecycle.org or contact Sharon Ohnstad at (509) 773-7622 or sohnstad@klickpud.com