

RESOLUTION NO. 16-1098

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
CONSERVATION GRANT AGREEMENT WITH PUGET
SOUND ENERGY FOR THE LED STREETLIGHT
CONVERSION PROJECT**

WHEREAS, the City executed a Relight Washington grant agreement with the Washington State Transportation Improvement Board for the LED Streetlight Conversion project through Resolution 15-1052; and

WHEREAS, Puget Sound Energy was selected as the service provider to perform the conversion work per Section 3 of the Relight Washington grant agreement; and

WHEREAS, Puget Sound Energy has awarded the City a conservation grant to help fund this project; and

WHEREAS, costs not covered by this conservation grant from Puget Sound Energy will be covered by the Relight Washington grant; and

WHEREAS, a grant agreement with Puget Sound Energy is required to establish the terms of funding this portion of the LED Streetlight Conversion project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a Conservation Grant Agreement with Puget Sound Energy for the LED Streetlight Conversion project.

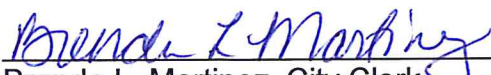
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JUNE, 2016.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this _____ day of _____, 20_____, by and between **PUGET SOUND ENERGY (“PSE”)** and **BLACK DIAMOND CITY HALL (“Participant”)**.

RECITALS

- A. Under PSE’s Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, “Tariffs”), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
- B. Participant intends to install or implement conservation measures and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS: 24301 ROBERTS DR C-HALL BLACK DIAMOND, WA 98010 - RELIGHT WASHINGTON (TIB) - BLACK DIAMOND** *(Please note: meter location/address may differ from the site mailing address)*. Participant will install or implement the conservation measures listed in paragraph 2 (“Conservation Measures”) at the above located facilities (the “Premises”). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Conservation Measures.** Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the “Contractor”) for the purchase and installation or implementation at the Premises of the Conservation Measures which may be detailed in *Attachment C: Attachment to Conservation Grant*, at the following costs:

	Conservation Measures	Measure Life	Total Cost	Eligible Grant
1	Street Lighting Standard with Controls	20	\$24,869.36	\$8,946.00
	TOTAL (includes sales tax)		\$24,869.36	\$8,946.00

Participant represents that the total cost of the Conservation Measures is the net amount of its obligation with respect thereto.

3. **Grant.** Subject to PSE acceptance, PSE will grant the Participant, after installation of the Conservation Measures, an amount equal to the Eligible Conservation Grant (the “Grant”) set forth on Attachment C, provided, however, that such Conservation Measures must be installed, and Grant paid within 24 months or less of the signing of this Conservation Grant Agreement. If for any reason the installed cost of the Conservation Measures is less than the amount shown above and on Attachment C, PSE may decrease pro rata the amount of the Grant. Participant shall be responsible for paying any amount in excess of the amount of the Grant.

CONSERVATION GRANT AGREEMENT

4. **Separate Contract.** Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Conservation Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Conservation Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE CONSERVATION MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE CONSERVATION MEASURES, OR (C) THE INSTALLATION OF THE CONSERVATION MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Conservation Measures installed; (2) reasonable access to and inspection of the Facility and Conservation Measures installed therein before, during and/or after implementation; and (3) reasonable access to, inspection and use of energy usage data related to the Conservation Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Release.** Participant releases PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation Measures, (b) any materials and labor required for or used in the installation of the Conservation Measures, (c) the installation of the Conservation Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which conservation measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular conservation measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).
9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:

http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation.
10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.



Conservation Schedule
Agreement No.:
Project No.:

E250
C-15596
103-1803

CONSERVATION GRANT AGREEMENT

PUGET SOUND ENERGY

PARTICIPANT

By: _____

By: Carol Benson

Name: Ryan Lambert

Print Name: Carol Benson

Title: Mgr., Business Energy Management

Title: Mayor

Federal Tax I.D. No.: 91-6016204

ATTACHMENT C TO CONSERVATION GRANT

Conservation Measure(s) shall consist of the following:

In Relight Washington (TIB) - Black Diamond Location:

This project shall implement the Street Lighting project defined in the attached PSE Business Lighting Workbook (scope of work).

LED products must be on one of the following lists of qualifying products: Energy Star, Design Lights Consortium, or the Lighting Design Lab approved products.

PLEASE NOTE: Projects installed by IntoLight and owned and maintained by PSE are not subject to Sections 4 and 7 of the Grant Agreement.

- The scope of work for this project is shown in the Business Lighting Workbook see page: 6

The above specifications are solely for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:

- Completed Request for Taxpayer I.D. Number ("W-9").
- Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).
- Other (specify): _____

**ATTACHMENT C
TO CONSERVATION GRANT**

Conservation Measure(s) shall be verified as follows prior to Grant payment:

A final site visit shall be conducted for projects greater than 25,000 kWh by a PSE Energy Management Engineer to verify as built fixture types and quantities. PSE reserves the right to conduct on-site verifications for projects with savings at or under 25,000 kWh. Projects installed by IntoLight will be verified using the red line diagrams provided by IntoLight's contractor.

If intended energy savings are not being achieved by Conservation Measure(s) because specified equipment efficiency parameters or performance parameters defined above are not used, Participant shall be required to correct such deficiencies prior to Grant payment. Failure to comply with specified equipment efficiency or performance parameters may result in forfeiture or reduction of Grant payment.

Project
Relight Washington (TIB) - Bid
200-019-952-462
City wide
Black Diamond, WA 98010

Customer
City of Black Diamond
Scott Hanis
shanis@c.blackdiamond.wa
(360) 886-5700

Contractor
Black Diamond
Black Diamond
24301 Roberts Dr
Black Diamond, WA 98010

Payee
Black Diamond
Black Diamond
24301 Roberts Dr
Black Diamond, WA 98010

Original Grant
Project sf.
n/a

This is the Lighting Installations page. Start entering lighting installations in Line #1 below.
For more info hover your mouse over the items below.
• Lighting Installations
• Incentive
• Labor, Misc and Tax
• New Street Lights
• Customer / Payee Signature

Existing kWh Usage 82,362
New kWh Usage 37,632
kWh Savings 44,730
% Energy Saved 54.3%

Simple Payback 5.6 yrs
Before Incentive
Simple Payback 3.6 yrs
After Incentive

Material Cost \$24,869.36
Labor Cost
Misc Costs
Subtotal

Tax
Total Cost
% of Project Cost

Estimated PSE Incentive \$8,946.00
Average \$/kWh \$0.56
TRC 1.93

Existing 19.61 kW
New 8.96 kW
Existing LPW 0.00 w/sf
New LPW 0.00 w/sf

Space Information

Location / Room	Heat Type	Space Type	Ltg hrs.	Lighting Fixture / Lamp				Controls				Total Savings and Cost				PSE Notes	Your Notes			
				Qty	Lamps / Fixture	Description	Cost	Watts	kW	kWh	Qty	Control	Cost	Default save	Your save			Saved kWh	Final kWh	kWh
1 City Wide	Existing Street Light	Street	4200	Exist	120	High Pressure Sodium	HPS 100W	120	14.4	60,480	Exterior Photo Control	0%	0	0	80,480	34,272	\$18,221	\$0.53	PSE hours are 4200 for ALL exterior! REQUIRED - Photo Control or Astronomical Time Switch	\$0.53
	New	120	Inolight	LED 52W	ERS10B2E25402GRAVO	151.8	52	6.24	26,208	Exterior Photo Control	0%	0	0	26,208						
2 City Wide	Existing Street Light	Street	4200	Exist	25	High Pressure Sodium	HPS 100W	120	3	12,600	Exterior Photo Control	0%	0	0	12,600	6,300	\$3,796	\$0.60	PSE hours are 4200 for ALL exterior! REQUIRED - Photo Control or Astronomical Time Switch	\$0.53
	New	25	Custom Fixture	GE 60W LED CFL	151.8	60	1.5	6,300	Exterior Photo Control	0%	0	0	6,300							
3 City Wide	Existing Street Light	Street	4200	Exist	1	High Pressure Sodium	HPS 150W	170	0.17	714	Exterior Photo Control	0%	0	0	714	504	\$152	\$0.30	PSE hours are 4200 for ALL exterior! REQUIRED - Photo Control or Astronomical Time Switch	\$0.53
	New	1	Inolight	LED 52W	ERS10B2E25402GRAVO	151.8	52	0.05	210	Exterior Photo Control	0%	0	0	210						
4 City Wide	Existing Street Light	Street	4200	Exist	1	High Pressure Sodium	HPS 150W	170	0.17	714	Exterior Photo Control	0%	0	0	714	294	\$225	\$0.77	PSE hours are 4200 for ALL exterior! REQUIRED - Photo Control or Astronomical Time Switch	\$0.53
	New	1	Custom Fixture	Street Light 99W	225.1	99	0.1	420	Exterior Photo Control	0%	0	0	420							
5 City Wide	Existing Street Light	Street	4200	Exist	9	High Pressure Sodium	HPS 150W	170	1.53	6,426	Exterior Photo Control	0%	0	0	6,426	2,562	\$2,026	\$0.79	PSE hours are 4200 for ALL exterior! REQUIRED - Photo Control or Astronomical Time Switch	\$0.53
	New	9	Inolight	LED 102W	ERS10E2E25402GRAVO	225.1	102	0.92	3,864	Exterior Photo Control	0%	0	0	3,864						
6 City Wide	Existing Street Light	Street	4200	Exist	2	High Pressure Sodium	HPS 150W	170	0.34	1,428	Exterior Photo Control	0%	0	0	1,428	798	\$450	\$0.56	PSE hours are 4200 for ALL exterior! REQUIRED - Photo Control or Astronomical Time Switch	\$0.52
	New	2	Custom Fixture	Street Light 75W	225.1	75	0.15	630	Exterior Photo Control	0%	0	0	630							
7			4200	Exist							Exterior Photo Control	0%	0	0	0	0	50			
	New										Exterior Photo Control	0%	0	0	0	0				
8			4200	Exist							Choose Control Type	0%	0	0	0	0	30			
	New										Choose Control Type	0%	0	0	0	0				
9			4200	Exist							Choose Control Type	0%	0	0	0	0	50			
	New										Choose Control Type	0%	0	0	0	0				
10			4200	Exist							Choose Control Type	0%	0	0	0	0	50			
	New										Choose Control Type	0%	0	0	0	0				
11			4200	Exist							Choose Control Type	0%	0	0	0	0	30			
	New										Choose Control Type	0%	0	0	0	0				
12			4200	Exist							Choose Control Type	0%	0	0	0	0	50			
	New										Choose Control Type	0%	0	0	0	0				