

INFORMATIONAL MEMORANDUM

Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board President

FROM: Rick Still, Parks and Recreation Director *RS*
Robert Eaton, Project Coordinator *RE*

DATE: August 15, 2012

SUBJECT: Grant Acceptance – PSE Conservation Grant

ISSUE

Acceptance of Puget Sound Energy (PSE) Conservation Grant.

FINANCIAL IMPACT

This grant is for \$14,041.00 and requires the purchase of the quoted pool cover for approximately \$20,059.00.

BACKGROUND

As part of the energy savings efforts of the Tukwila Pool Capital Project one of the items that was being pursued was to purchase and install a pool cover. Puget Sound Energy (PSE) has a grant program in place to aid in covering the cost of first time pool cover installations. McKinstry, the ESCO, submitted for this reimbursement grant and PSE has agreed to fund \$14,041.00 in the form of a grant to help cover the \$ 20,059.00 quoted for a new manual pool cover system.

DISCUSSION

To receive the funds the Board President needs to sign the grant acceptance agreement (Attachment 1).

RECOMMENDATION

Authorize the Board President to sign the grant acceptance agreement with Puget Sound Energy to accept the \$14,041.00 Conservation Grant.

ATTACHMENTS

1. PSE Conservation Grant Acceptance Agreement

CONSERVATION GRANT

Agreement No. C-11599
Project No. 087-6305
Conservation Schedule G205

This AGREEMENT is made this _____ day of _____, 20_____, by and between **PUGET SOUND ENERGY** and **Tukwila Metropolitan Park District** (“Participant”).

RECITALS

- A. Under Puget Sound Energy’s Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission, Puget Sound Energy offers grants for electricity and natural gas conservation measures installed or implemented at facilities that receive electric or natural gas service from Puget Sound Energy.
- B. Participant intends to install or implement conservation measures and is requesting a grant from Puget Sound Energy under its filed Electric Schedule 83 and/or Gas Schedule 183 tariffs.

AGREEMENTS

Puget Sound Energy and Participant agree as follows:

1. **Premises.** Participant will install or implement the conservation measures listed in paragraph 2 (“Conservation Measures”) at the facilities located at **4414 S 144TH ST TUKWILA, WA 98168 – TUKWILA POOL** (the “Premises”). Participant represents either (a) that it is the owner or contract purchaser or otherwise has the lawful authority to make the statements herein on behalf of the owner or contract purchaser of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner or contract purchaser of the Premises.
2. **Conservation Measures.** Participant represents that it will purchase equipment or materials or has entered into an agreement or will enter into an agreement with a contractor or contractors (the “Contractor”) for the purchase and installation or implementation at the Premises of the Conservation Measures, which may be detailed in *Attachment D: Attachment to Conservation Grant*, at the indicated costs, summarized below.

| | Conservation Measures | Measure Life | Total Cost of Conservation Measures | Eligible Conservation Grant |
|---|-----------------------------------|--------------|-------------------------------------|-----------------------------|
| 1 | Other Process - gas | 5 | \$20,059.00 | \$14,041.00 |
| | TOTAL (includes sales tax) | | \$20,059.00 | \$14,041.00 |

Participant represents that the total cost of the Conservation Measures, if identified above, is the full amount of its obligation, after adjustment for any discounts, credits or non-PSE incentives offered.

3. **Grant.** Subject to Puget Sound Energy acceptance, Puget Sound Energy will grant the Participant, after installation of the Conservation Measures, an amount equal to the Eligible Electric Schedule 83 and Gas Schedule 183 Conservation Grant (the “Grant”) as identified above, 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 cost of the Conservation Measures is actually less than shown above, Puget Sound Energy may decrease prorata the amount of the Grant. Participant shall be responsible for paying any amount in excess of the amount of the Grant.

CONSERVATION GRANT

4. **Separate Contract.** The purchase and installation of the Conservation Measures shall be pursuant to a separate contract between Participant and Contractor. Puget Sound Energy is not, and shall not be deemed to be, a party to any purchase or installation contract. All obligations to any Contractor pursuant to any such contract shall be Participant's responsibility. Participant expressly acknowledges that Puget Sound Energy's involvement with respect to the Conservation Measures, including but not limited to any energy analysis or inspection by Puget Sound Energy of the Premises or the Conservation Measures, is solely undertaken in connection with furnishing the Grant.
5. The types of materials, methods of installation, quality and timing thereof, and any warranties with respect to the Conservation Measures or their installation at the Premises, are matters to be agreed upon solely between Participant and any Contractor. **PUGET SOUND ENERGY HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PUGET SOUND ENERGY 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.**
6. **Release.** Participant releases Puget Sound Energy 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.** Puget Sound Energy 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 Puget Sound Energy 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. Puget Sound Energy 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 Puget Sound Energy's (PSE) 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 filed Electric Schedules 83 and Gas Schedules 183 tariffs, which are incorporated herein by this reference. Further, specific terms and conditions from one or more Conservation Schedules (including but not limited to: Electric Schedules 217 (Multi-Family Existing Structure); 218 (Multi-Family New Construction); 250 (Commercial and Industrial Retrofit Program); 251 (Commercial and Industrial New Construction Efficiency); or 258 (Large Power User Self Directed Program) and Gas Schedules 205 (Commercial/Industrial Retrofit Program); 217 (Multi-Family Existing Structures); 218 (Multi-Family New Construction); or 251 (Commercial/Industrial New Construction Efficiency) may also apply. Puget Sound Energy will determine, at its sole discretion, which Conservation Schedule or Schedules apply. This determination will be based on, but not limited to metering type, construction type, building size, Puget Sound Energy experience and other industry standards. The applicable Schedule or Schedules number or numbers appear in the title of this Agreement above. A complete list of conservation Schedules is available at:



CONSERVATION GRANT

[http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation.](http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation)

10. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and supersedes 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.

PUGET SOUND ENERGY

PARTICIPANT

By: _____

By: _____

Name: David Landers

Print Name: _____

Title: Mgr., Business Energy Management

Title: _____

Federal Tax I.D. No.: _____

ATTACHMENT TO CONSERVATION GRANT

Agreement No. C – 11599

Project No. 087-6305

Conservation Measure(s) shall consist of the following:

The City of Tukwila will install a pool cover per the 5/7/12 quote from Aquatic Specialties Services.

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 Identification Number ("Form W-9") or Assignment of Funds Form (assigns grant Payment to Contractor).
- 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).
- Completed PSE Lighting Waste Disposal Form 3738.
- Other (specify):

ATTACHMENT TO CONSERVATION GRANT

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

PSE will verify at the pool site that the pool cover proposed by Aquatic Specialty Services is installed and operates correctly. PSE will also require documentation that pool staff have been trained in the correct use of the cover and that the pool will be covered on a regular basis. PSE will inspect the HVAC unit to verify the outside air damper has been repaired and controls outside air to maintain a 50% RH value or higher in the pool space. PSE may also require one week trending to confirm the pool humidity condition.

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.

PUGET SOUND ENERGY

PARTICIPANT

By: _____

By: _____

Name: David Landers

Print Name: _____

Title: Manager, Business Energy Management

Title: _____

Federal Tax I.D. No.: _____

By: _____

Name: _____

Title: _____