

**AGREEMENT BETWEEN THE TOWN OF DARRINGTON AND
THE PUGET SOUND CLEAN AIR AGENCY FOR
REIMBURSEMENT OF COSTS ASSOCIATED WITH CONTINUING
TO IMPLEMENT A WOODSTOVE CHANGEOUT PROGRAM**

This Agreement is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the state of Washington and the **Town of Darrington**, (hereinafter referred to as the "Town"), PO Box 397, 1005 Cascade Street, Darrington, WA 98241.

I. RECITALS

WITNESSETH

WHEREAS, it is in the interest of the citizens of the central Puget Sound region to reduce the public health risk from harmful emissions from wood-burning in order to improve air quality and the environment; and

WHEREAS, the Town of Darrington and the Puget Sound Clean Air Agency have developed a partnership to improve the Town's air quality; and

WHEREAS, the Agency has conducted air quality monitoring in the Town and found that wintertime levels of fine particle pollution reach the "Unhealthy" level on the Air Quality Index of the U.S. Environmental Protection Agency; and

WHEREAS, the timing and nature of the elevated levels of fine particle pollution indicate that the primary source of this pollution is wood-burning for indoor heating; and

WHEREAS, the Town and the Agency have surveyed Town residents about their home heating practices to identify types of wood-burning appliances currently in use in the Town; and

WHEREAS, the use of cleaner heating sources, such as propane or oil furnaces or stoves, by Town residents instead of wood-burning stoves and fireplaces would reduce the emissions of fine particle pollution from indoor heating; and

WHEREAS, the Board of Directors of the Agency has allocated funding to offset the cost of upgrading indoor heating appliances in the Town to help reduce wintertime fine particle levels; and

WHEREAS, the Town, in partnership with the Agency, initiated a program of graduated financial incentives for Town residents to replace their wood-burning heating appliances with cleaner heating sources ("woodstove changeout program") in Fiscal Year 2006 using Agency funding in part; and

WHEREAS, the Town continued the woodstove changeout program in Fiscal Year 2007 using Agency funding in part; and

WHEREAS, the Board of Directors of the Agency deems it desirable to enter into an agreement with the Town to continue the woodstove changeout program for another fiscal year; and

WHEREAS, the Town desires to enter into an agreement with the Agency and continue offering a woodstove changeout program for Town residents.

II. AGREEMENT

NOW, THEREFORE, the Agency and the Town mutually agree as follows:

A. PURPOSE. The purpose of this Agreement is to establish procedures for the Agency to reimburse the Town for certain costs associated with implementing a woodstove changeout program within the Town to reduce emissions from residential heating. The Agency will reimburse the Town a prescribed amount for each wood-burning heating appliance used as a primary source of heat at a Town residence that is replaced with a cleaner heating appliance. The Town may enter into separate agreements to implement the actual process of replacing heating appliances. See Attachment A for a sample dealer partnership agreement, hereby incorporated by reference as part of this Agreement.

B. TERM. This Agreement shall commence on July 1, 2007, and shall terminate on June 30, 2008. Either party may terminate this Agreement at any time with or without cause by giving a thirty (30) day written notice to the other party of such termination and by specifying the effective date of the termination.

C. PAYMENT. The Town may apply for reimbursement from the Agency for the costs of replacing wood-burning heating appliances in the Town until June 30, 2008, as described in this section.

1. The maximum amount that the Town may be reimbursed by the Agency pursuant to this Agreement is Fifty Thousand Dollars (\$50,000.00). Funding for this Agreement is provided by the Agency's civil penalty account, and is part of the Agency's Wood Smoke and Fine Particulate Work Plan for Fiscal Year 2008.
2. The Town will issue vouchers to residents to cover the cost of woodstove changeouts up to the limits prescribed below. For each voucher redeemed by a resident and submitted to the Town by a dealer in accordance with a dealer partnership agreement, the Agency will pay the Town for 90% of the costs of purchasing, installing, and inspecting a heating appliance that replaces a wood-burning heating appliance used as the resident's primary source of heat, in accordance with the limits in the following payment schedule:

- a. Up to \$2,250.00 to purchase and install any propane-, oil-, or electric-fueled heating appliance, including free-standing "stoves", fireplace inserts, furnaces, and electric heat pumps.
- b. Up to \$1,350.00 to purchase and install any pellet-fueled heating system.
- c. Up to \$450.00 to purchase and install a Washington state certified wood-burning stove or fireplace insert to replace an existing uncertified wood-burning stove or fireplace insert.

The wood-burning heating appliance previously used as a resident's primary source of heat must be removed from the home and disposed of as scrap. Removal and disposal must be documented by the vendor/installer on a Certificate of Destruction, which the Agency has developed for the Town. The Town will provide copies of the Certificate of Destruction forms to any vendor/installer who agrees to enter into a partnership with the Town to implement the changeout program.

3. In support of its requests for reimbursement, the Town will provide the Agency with documentation of expenses incurred for purchase and installation of cleaner heating appliances. This required documentation shall include the following:
 - a. A table showing the following information for each replacement heating appliance for which the Town is seeking payment:
 - i. the address of the location where the replacement heating appliance was installed;
 - ii. the type of wood-burning heating device being replaced (uncertified or certified; stove or insert);
 - iii. the type and model of the installed replacement heating appliance;
 - iv. the total contribution of the Town toward the cost of purchasing, installing, and inspecting the replacement heating appliance; and
 - v. the total actual installed cost, including any contribution by the recipient, of the replacement heating appliance, including applicable sales tax.
 - b. Copies of completed Certificates of Destruction for the wood-burning heating appliance removed from each residence that received a replacement heating appliance.
 - c. Copies of inspection reports from the Town building inspector following installation of each replacement heating appliance for which such an inspection is required by local building codes.

- d. Copies of invoices from the vendor/installer of the replacement heating appliances.
- 4. The recipients of some vouchers issued by the Town later in Fiscal Year 2007 (the second year of the change-out program), under an Agreement between the Agency and Town, dated July 6, 2006, Contract No. 2006000063, may not be able to have their new devices installed until Fiscal Year 2008. Upon submittal of invoices by the Town, the Agency will provide reimbursement for vouchers issued by the Town in Fiscal Year 2007 but for which the installations did not take place until Fiscal Year 2008, in accordance with the terms of Contract No. 2006000063, using the funds allocated in this Agreement.
- 5. The Town may submit requests for reimbursement weekly, monthly, or in a single request before the termination date of the Agreement. Requests for reimbursement shall be sent to the Agency's Manager of Finance and Purchasing. The final request for reimbursement shall be submitted no later than ten (10) working days after the termination date of this Agreement.

D. HOLD HARMLESS/INDEMNIFICATION. To the extent legally permitted, each party shall indemnify and hold harmless the other party from and against any and all claims, actions, damages, liability, and expense, including, without limitation, reasonable attorney's fees, incurred as a result of such party's actions under this Agreement; provided that, if such claims, actions, damages, liability, or expense arise from concurrent negligence of two or more of the parties, including instances where this Agreement is subject to the provisions of RCW 4.24.115, then the obligation to indemnify under this Agreement shall be effective only to the extent of each party's own negligence. No party shall be required under this section to indemnify another for its sole negligence.

E. NOTICES. All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

Town of Darrington
Lyla Boyd
PO Box 397
Darrington, WA 98241

Puget Sound Clean Air Agency
Amy Fowler
110 Union Street, Suite 500
Seattle, WA 98101

Or to such other respective addresses as either party hereto may hereafter designate in writing.

III. GENERAL PROVISIONS

A. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Washington.

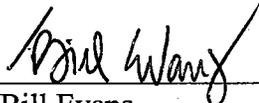
B. AMENDMENTS/MODIFICATIONS. This Agreement may be amended or modified only by written agreement of the parties.

C. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

IN WITNESS HEREOF, the undersigned have, on the date set next to their signatures, executed this Agreement on behalf of the parties hereto.

**PUGET SOUND
CLEAN AIR AGENCY**

**TOWN OF
DARRINGTON**

By: 
Bill Evans
Board of Directors, Chair

Date: 8/19/07

By: 
Joyce A. Jones
Mayor, Town of Darrington

Date: 8/11/07

By: 
Lyla Boyd
Clerk-Treasurer, Town of Darrington

Date: 8-11-07

Attest:

By: 
for Dennis J. McLerran
Executive Director

Date: Aug 15, 2007

Approved as to form:

By: 
Laurie Halvorson
General Counsel

Date: 8/15/07

Puget Sound Clean Air Agency
110 Union Street, Suite 500
Seattle, WA 98101

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

JOYCE A. JONES, MAYOR

Typed Name & Title of Authorized Representative

Joyce A Jones
Signature of Authorized Representative

8/11/07
Date

I am unable to certify to the above statements. My explanation is attached

TOWN OF DARRINGTON
WOODSTOVE REPLACEMENT PROGRAM
DEALER PARTNERSHIP AGREEMENT

The Town of Darrington (Darrington) and retail sales dealers of home heating appliances such as certified wood, pellet, and propane stoves (Dealers) agree to partner in a program designed to remove from use high-polluting woodstoves **within the town limits of Darrington**. The high-polluting woodstoves will be removed and recycled as scrap.

A. Dealer agrees to:

1. Comply with state and local regulations that prohibit the offer for sale, trade, or gifting of any uncertified woodstove.
2. Qualify buyers under this program by requiring proof of residency (such as a current utility bill showing a Town of Darrington address) within the town limits of Darrington.
3. Qualify buyers under this program by verifying that the homeowner's primary source of heat is a wood-burning stove, fireplace or insert.
4. Qualify buyers under this program by removing, and recycling as scrap, the existing woodstove as part of the installation and providing a Certificate of Destruction to Darrington.
5. Offer and sell to qualified buyers, certified woodstoves, pellet stoves, propane stoves, and propane, oil or electric home heating systems, and install same.
6. Accept as full or partial payment, depending on the type of replacement heating system chosen, vouchers issued by Darrington.
7. Maintain records of sales (sales log), and make this log available for inspection by representatives from Darrington during regular business hours, that include:
 - a. name and telephone number of the buyer;
 - b. address of the location where the replacement heater will be installed;
 - c. the types, models, number and cost, including sales tax, of replacement heaters sold to qualified buyers; and

All costs beyond the above amounts are the responsibility of the retail customer.

5. Expeditiously process invoices and pay for qualified units sold according to the price schedule, above.

C. The Dealer and Darrington agree to:

1. Address and resolve unanticipated issues expeditiously.

D. Term of this Agreement:

1. This Agreement will commence July 1, 2007.
2. This Agreement will terminate June 30, 2008, or when Darrington has determined that funds for vouchers are depleted, whichever occurs first.
3. This Agreement may be canceled by either party with no less than ten (10) working days advance written notice.
4. This Agreement may be modified by written mutual agreement of the Dealer and Darrington.

E. Contact Information:

Dealer: company _____
contact _____
title _____
address _____
phone _____ fax _____

Darrington:
contact Dan Rankin
title Town Councilman
address Town of Darrington, PO Box 397, Darrington WA 98241
phone (360) 436-9898 fax (360) 436-0221