

FY10-11 WOOD STOVE CHANGE-OUT GRANT PROGRAM
GRANT NO. G1000125
between the
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
and
PUGET SOUND CLEAN AIR AGENCY

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "DEPARTMENT" and the Puget Sound Clean Air Agency hereinafter referred to as the "RECIPIENT" to carry out the activities described herein as authorized by Chapters 70.94 RCW, Washington Clean Air Act.

PART 1. GENERAL INFORMATION

Project Title: FY10-11 Wood Stove Change-Out Grant Program
RECIPIENT : Puget Sound Clean Air Agency
1904 3rd Avenue, Suite 105
Seattle, WA 98101

RECIPIENT Federal Tax ID: 91-0823558

RECIPIENT Project Contact: John Anderson
Telephone: 206-689-4051
E-mail address: johna@psccleanair.org

DEPARTMENT: Air Quality Program
PO Box 47600
Olympia, WA 98504-7600

DEPARTMENT Project Contact Rod Tinnemore
Telephone / Fax Numbers: 360-407-6978/360-407-7534
e-mail address: rtin461@ecy.wa.gov

DEPARTMENT Fiscal Contact: Sue Simms
Telephone / Fax Numbers: 360-407-6890/360-407-7534
E-mail address: ssim461@ecy.wa.gov

Maximum Grant Amount: \$650,000

The effective date of this grant is August 1, 2009. Any work performed prior to the effective date of this grant shall be at the sole expense and risk of the RECIPIENT.

The Project described in this grant expires on, and must be completed by June 30, 2011.

The RECIPIENT shall acknowledge and inform the public at their discretion about the DEPARTMENT's funding participation in this project through the use of project signs and/or acknowledgement in published materials and reports, the news media, or other public announcements.

PART 2. PROGRAM BACKGROUND

This grant agreement implements a competitive grant award to Puget Sound Clean Air Agency. The Legislature provided a total of \$1 million for Wood Stove replacements in the FY10-11 Ecology Budget.

The funding was earmarked to provide subsidies to citizens who voluntarily replace heavily-polluting, uncertified wood stoves and fireplace inserts with cleaner-burning heating devices in known wood smoke problem areas.

PART 3. BUDGET SUMMARY AND CONDITIONS

1. The recipient shall include their administration costs, up to a maximum of 10%, with each A19-1A Invoice Voucher submitted to the DEPARTMENT.
2. Payments to the RECIPIENT from the DEPARTMENT shall be made on a cost-reimbursable basis. Payment requests shall be submitted to the DEPARTMENT on a monthly basis and only after the existing stove / insert being replaced is rendered inoperable and/or recycled, and the new device is professionally installed (exceptions may be made where certified installers are not available).
3. Payments submitted to the DEPARTMENT Fiscal Contact shall be made on a cost-reimbursable basis within 30 days from the date the RECIPIENT's properly completed A19-1A Invoice Voucher is received by the DEPARTMENT. Invoice Voucher amounts must coincide with, and be supported by, backup documentation. Backup documentation must include photos of each device returned for trade, copies of sales receipts for each new device, and Certificates of Destruction (Appendix E). The grant recipient shall ensure that invoices contain identifiable appliance names and the number of cords of wood used by each client.
4. For the administration of this agreement the RECIPIENT shall follow the "Administrative Requirements for DEPARTMENT Grants and Loans", current edition. (<http://www.ecy.wa.gov/biblio/9118.html>)
5. Expenditures shall be monitored by the DEPARTMENT Fiscal Office for compliance with the EXPENDITURE BUDGET (listed below) at the PROJECT LEVEL.

ELEMENTS	MAXIMUM GRANT AMOUNT
Task 1 – Conduct Local Wood Stove Change-Out Program	
1a Wood Stove Change Outs	\$585,000
1b Administration	\$65,000
Total	\$650,000

PART 4. SCOPE OF WORK

Task 1. Conduct Local Wood Stove Change-Out Program.

- The RECIPIENT shall develop, initiate and execute a local Wood Stove Change-Out Program according to the project description narrative submitted with their grant application. (Work Plan)

- The local Wood Stove Change-Out program developed by the RECIPIENT shall adhere to PART 5. SPECIAL TERMS AND CONDITIONS of this agreement.
- The RECIPIENT shall submit monthly progress reports that include the following (Appendix F):
 - The number of devices changed-out
 - The amount of grant funding spent
 - The amount of funding leveraged
 - A summary of any problems, delays or adverse conditions that will materially impact your local change-out program
 - A summary of any favorable developments that will enable you to meet your anticipated local wood stove change-out program goals sooner or at less cost than anticipated
 - A summary of any additional pertinent information
- The RECIPIENT shall conduct a post change-out telephone survey of at least 10% of program participants using the 'Post-Wood Stove Change-Out Survey Form' provided by the DEPARTMENT. (Appendix C)
- The RECIPIENT shall submit a final report (Appendix G) that summarizes the results of the local change-out program and includes the following:
 - Incentive amounts offered through the local program
 - Different types and respective numbers of devices installed
 - Amounts and type of leveraged funds, how they were used in the local program, and who contributed them
 - Partnerships and how they contributed to the local program
 - A summary of the post change-out survey
 - Successes
 - Lessons learned
 - Additional pertinent information

Task 1. Deliverables:

- Monthly Invoice Vouchers that reflect work completed. If the grant application requested reimbursement for administration, each Invoice Voucher will include administrative costs (up to 10% of the total voucher request)
- Fully completed backup documentation as described in part 3, item 3 of this agreement Monthly progress reports submitted
- Verification of education delivered to clients who select wood stoves as a replacement device. Form must acknowledge that instruction in proper burning was provided and reviewed.

- Monthly progress reports submitted (Appendix F) Final Report submitted (Appendix G)

PART 5. SPECIAL TERMS AND CONDITIONS

Required Guidelines: The Local Wood Stove Change-Out Program developed by RECIPIENT of this grant funding must meet to the following requirements:

- Only existing installed devices are eligible for replacement under this program (uninstalled devices are not eligible). Installed devices eligible for change-out under this program include:
 - Uncertified wood stoves
 - Uncertified wood-burning inserts
 - Wood furnaces
 - Coal-burning devices
- Wood stoves certified by the United State Environmental Protection Agency or by the Oregon Department of Environmental Quality, plus all pellet stoves, do not qualify for reimbursement under this grant agreement.
- The existing device being replaced must be rendered inoperable and/or recycled.
- New devices must be professionally installed (exceptions may be made where certified installers are not available) and local permits must be obtained.
- New devices may be certified wood stoves, certified wood-burning inserts, pellet stoves meeting Washington emission standards, and gas, electric, or oil appliances.
- Wood, coal, and pellet replacement devices must comply with RCW 70.94.457 and WAC 173-433-100 (Appendix B).
- The change-out program must be located in a community with air monitoring .Grant funds must be used in residential areas.
- Agencies should use existing operating funds from the Woodstove Education and Enforcement Account or other sources for complimentary educational efforts to the extent possible.
- The application must specify the exact rebate amount for each type of device offered to consumers (estimates or ranges will not be accepted).
- The application must specify what percent of the grant will be used for administrative costs, including educational efforts, incurred by local air jurisdiction staff. Contracted services can be treated as administrative costs. The maximum allowed under the grant is 10 percent.
- Grant recipients must conduct a post-change-out phone survey to gather personal anecdotal information of at least 10 percent of program participants. Grant recipients must use the 'Post-Change-Out Survey Form' provided by Ecology. (Appendix C).
- Grant recipients must provide proof that each recipient of a wood-burning device has received instruction in proper burning techniques. A signature and short statement verifying the instruction should be included with the invoice documentation forwarded to Ecology. The format of this proof statement is left to the discretion of the grant recipient.
- Each project will routinely (at least every 6 months) be evaluated to verify 1) progress toward completion, 2) the timely expenditure of grant funds, and 3) the use of proper accounting practices. Ecology will discuss options with those grant recipients who need assistance to fully utilize their grant award.

- By signing this contract the CONTRACTOR agrees to comply with the requirements of Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions."

PART 6. ALL WRITINGS CONTAINED HEREIN

This agreement, the appended 'General Terms and Conditions' (Appendix A), 'WAC173-433-100' (Appendix B), 'Post-Wood Stove Change-Out Telephone Survey Form' (Appendix C), the Grant Project Description narrative (Appendix D), 'Certificate of Destruction' (Appendix E), 'Monthly Progress Report' (Appendix F), 'Final Report' (Appendix G), and the DEPARTMENT'S current edition of 'Administrative Requirements for DEPARTMENT Grants and Loans', contain the entire understanding between the parties. There are no other understandings or representations except those set forth or incorporated by reference herein. No subsequent modification(s) or amendments to this agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and DEPARTMENT and made a part of this agreement; EXCEPT a letter amendment will suffice to change DEPARTMENT'S Project Contact or the RECIPIENT's Project Contact or to extend the completion date as set forth in the agreement.

In Witness Whereof, the parties hereby sign his grant agreement

Washington State
Department of Ecology

Puget Sound Clean Air Agency



8/31/09



8/27/09

Stuart A Clark
Program Manager

Date

Dennis McLerran
Executive Director

Date

Approved as to form only by the
Assistant Attorney General

GENERAL TERMS AND CONDITIONS
Pertaining to Grant and Loan Agreements of
the Department of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds, The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT'S performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT'S sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.

5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information

supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. **Tangible Property Rights.** The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. **Personal Property Furnished by the DEPARTMENT.** When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. **Acquisition Projects.** The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:

a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. **Conversions.** Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see www.ecy.wa.gov/sustainability.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 04/04

**WAC 173-433-100
Emission performance standards.**

(1) Woodstoves. On or before January 1, 1995, a person shall not advertise to sell, offer to sell, sell, bargain, exchange, or give away a new woodstove in Washington unless it has been tested to determine its emission performance and heating efficiency and certified and labeled in accordance with procedures and criteria specified in "40 CFR 60 Subpart AAA - Standards of Performance for Residential Wood Heaters" as amended through July 1, 1990. After January 1, 1995, woodstove sales shall comply with the requirements of subsection (3) of this section, Solid fuel burning devices.

(2) Fireplaces. After January 1, 1997, a person shall not advertise to sell, offer to sell, sell, bargain, exchange, or give away a factory built fireplace unless it meets the 1990 United States Environmental Protection Agency standards for woodstoves or equivalent standard that may be established by the state building code council by rule. Subsection (3) of this section shall not apply to fireplaces, including factory built fireplaces, and masonry fireplaces.

(3) Solid fuel burning devices. After January 1, 1995, a person shall not advertise to sell, offer to sell, sell, bargain, exchange, or give away a solid fuel burning device in Washington unless it has been certified and labeled in accordance with procedures and criteria specified in "40 CFR 60 Subpart AAA - Standards of Performance for Residential Wood Heaters" as amended through July 1, 1990, and meets the following particulate air contaminant emission standards and the test methodology of the United States Environmental Protection Agency in effect on January 1, 1991, or an equivalent standard under any test methodology adopted by the United States Environmental Protection Agency subsequent to such date:

(a) Two and one-half grams per hour for catalytic woodstoves; and

(b) Four and one-half grams per hour for all other solid fuel burning devices.

(c) For purposes of this subsection, "equivalent" shall mean the emissions limits specified in this subsection multiplied by a statistically reliable conversion factor determined by ecology that relates the emission test results from the methodology established by the United States Environmental Protection Agency prior to May 15, 1991, to the test results from the methodology subsequently adopted by that agency.

[Statutory Authority: Chapter 70.94 RCW and 501-506 ESHB 1028, 1991. 93-04-105 (Order 91-55), § 173-433-100, filed 2/3/93, effective 3/6/93. Statutory Authority: Chapter 70.94 RCW. 91-07-066 (Order 90-58), § 173-433-100, filed 3/20/91, effective 4/20/91. Statutory Authority: RCW 70.94.331. 90-19-062 (Order 90-10), § 173-433-100, filed 9/17/90, effective 10/18/90. Statutory Authority: Chapters 70.94 and 43.21A RCW. 89-02-054 (Order 88-38), § 173-433-100, filed 1/3/89; 88-01-056 (Order 87-44), § 173-433-100, filed 12/16/87.]

**Follow-Up Phone Survey for
2010-11 Wood Stove Change-Out Program**

Buyer's name, location (city), phone number:

Hi! My name is _____, with the _____ [agency name]. I understand that you were part of our wood stove change out program and I was hoping you might have a few minutes to answer a few questions about the program.

First of all, how is the new device working for you?

What made you decide to change out your old device (e.g. efficiency, safety, environment, energy, cost, aesthetics, convenience)?

How has the new device benefited you or members of your home?

Have you changed your wood burning practices? (If yes:): How have you changed them? (for example: smaller, hotter fires, less smoke coming from their chimney or into your house, burning only seasoned wood)?

Was the old device your primary heat source? _____

What differences have you noticed between the old and new device? _____

Would you like to see this program continued in your community? (If yes:) How do you think this program has benefited your community? _____

Do you have any comments or questions about the program?

Thank you for your time! Have a great day!

**FY09 Wood Stove Change-Out Program
Certificate of Destruction**

Instructions for Homeowners/Installers/Recyclers

- 1. Fill out everything in this Certificate of Destruction, including all signatures and required attachments. We do not accept incomplete applications.**
- 2. Completely clean out the old wood burning device (including fire brick and ash) and remove the door before turning it in for destruction. If this is not done, the recycler will not sign the Certificate. Certificates that are not signed by the recycler are invalid.**
- 3. Attach a photo(s) of the old device with the door removed to this Certificate, along with a copy of the sales receipt for the new device. If photo(s) and sales receipt are not attached the Certificate is invalid.**
- 4. Deliver the old wood burning device to a recycling facility. Recycling facilities in your area are located:**

a. _____
(LIST YOUR LOCAL PARTICIPATING RECYCLERS HERE)

Homeowner Information (please be complete)

Name: _____ Phone: _____

Address: _____

Make and model no. of device removed: _____

If you bought fuel (for example, wood, pellets) for your old device:

What did you buy (for example, cord wood, scrap wood, pellets): _____

How much did you use each year (for example, number of bags of pellets or cords of wood): _____

If you cut your wood:

How many cords do you burn each year? _____

Replacement unit (circle one):

Certified Wood Pellet Stove Propane Natural Gas Electric Oil

Homeowner signature: _____ Date: _____

Installer/Recycler Information (Recycler, Installer and Recycler must sign)

Installer:

I certify that the device identified above was rendered inoperable and was surrendered to the recycler listed below. I also certify that the attached photo(s) showing that the door was removed are photo(s) of the device that was removed.

Serial number of new device installed: _____

Name of installer: _____

Installer signature: _____ Date: _____

Recycler:

I certify that the device identified above will be destroyed, useable only as scrap.

Name of recycler: _____

Recycler signature: _____ Date: _____

WOOD STOVE CHANGE-OUT GRANT PROGRAM
MONTHLY PROGRESS REPORT

Instructions: *Submit a progress report to the Department of Ecology's Project Contact on a monthly basis. Reports are due by the 5th of the following month. Report only information specific to the current time period.*

- | | |
|--|--|
| 1. Grantee Name: | |
| 2. Grant Agreement #: | |
| 3. Reporting Time Period: | |
| 4. Number of devices Changed-Out: | |
| 5. Amount of Grant Funding Spent: | |
| 6. Amount of Funding Leveraged: | |
- 7. Summarize any problems, delays or adverse conditions that will materially impact your local change-out program.**

- 8. Summarize any favorable developments that will enable you to meet your anticipated local wood stove change-out program goals sooner or at less cost than anticipated.**

- 9. Summarize any additional information you think is pertinent.**

**WOOD STOVE CHANGE-OUT GRANT PROGRAM
FINAL REPORT**

Instructions: *Submit a final report with the final A19-1A Invoice Voucher. Include information for the entire grant time period.*

- 1. Grantee Name:
- 2. Grant Agreement #:

3. **What incentive amounts were offered through your local wood stove change-out program?**

4. **List the different types and respective numbers of devices installed.**

5. **Indicate the amounts and types of leveraged funds used. How did you use these funds in your local wood stove change-out program, and who were the contributors?**

6. **List your partners and how each contributed to your local wood stove change-out program.**

[Empty rectangular box for response]

7. Summarize the results of the post change-out survey. (Include copies of all completed surveys)

[Empty rectangular box for response]

8. List successes of your local wood stove change-out program.

[Empty rectangular box for response]

9. Indicate lessons you learned.

[Empty rectangular box for response]

10. Summarize any additional information you think is pertinent.

[Empty rectangular box for response]