

Energy Smart Design Implementation Agreement

This agreement is entered into on November 17, 2017, between *Salem Electric* and City of Salem (hereafter referred to as the "Participant") for the street light project located in: Salem Electric's Service Area (the "Service Area").

Recitals

WHEREAS, *Salem Electric* participates in an energy conservation program called the Energy Smart Design Program ("Program") and has adopted a policy to obtain cost-effective resources including energy conservation to meet future customer electric energy requirements; and

WHEREAS, Participant has legal possession of and full power and authority to make physical improvements to the Street Light Project and desires to participate in the Program;

NOW, THEREFORE, Salem Electric and the Participant agree as follows:

Agreement

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

1. **Representations and Warranties:** The Participant represents and warrants: (i) that Participant owns or has legal possession of the equipment; (ii) Participant has full power and authority to make physical improvements to such equipment as contemplated by this Agreement; (iii) the Participant has received any or all authorization to execute and perform this Agreement, to the extent any is required, (iv) the person executing this Agreement on behalf of Participant has the full power and authority to execute this Agreement and to bind the Participant as to the terms of this Agreement; and (v) upon the execution of this Agreement by both Parties, the Agreement shall be legally valid and enforceable against Participant.
2. **Scope of Work:** The Participant agrees to install on or in the Service Area the measures described in Attachment A, in accordance with the Energy Smart Design Program requirements (the "Project").
3. **Award of Funds:** After installation on or in the Service Area of the Energy Smart Design Program measures by the Participant, or a licensed contractor retained to do such installation by Participant, and subject to inspection and approval by Salem Electric, Salem Electric agrees to award the Participant \$121,190.00. This award is subject to the Program incentives described in Attachment A. The maximum incentive available to Participant is 50% of the total cost of a Project. The incentive payment will not exceed \$250,000 for one Project.
4. **Use of Billing Information:** The Participant agrees to allow Salem Electric to use Participant's monthly electrical billing information to evaluate installation performance of the Project and program promotion.
5. **Disclaimer:** The Participant 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, Salem Electric does not warrant, guarantee or represent that the measures, if installed, will result in energy savings.
6. **Hold Harmless:** The Participant for itself, himself, herself, and for its, his or her personal representatives, agents, successors, assigns, officers, shareholders, directors and employees, agrees to hold harmless,

indemnify and defend Salem Electric, its directors, officers employees, agents and assigns, from and against any and all actions, causes of actions, claims, damages and costs arising out of, or in any way connected with the performance of this Agreement, the provision of equipment specification requirements, design materials or any other information of financial assistance associated with this Agreement. This obligation is subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260-30-300).

7. Codes & Permits: The Participant shall, or the Participant shall cause its contractor, 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 of the Program measures must be approved by appropriate officials. The Participant shall insure that the owner of the equipment, or any successor owner, shall agree to maintain compliance documents in their files and have them available for review by Salem Electric upon request during normal business hours.
8. Environmental Requirements: The Participant agrees to comply with the Energy Smart Design Program Environmental Requirements, including PCB ballast disposal, Historic Preservation, ventilation and other items described therein.
9. Installation Verification: The Participant agrees to timely notify Salem Electric for the scheduling of inspections by Salem Electric personnel of measures installed under the Energy Smart Design Program. Failure to provide adequate notice and failure to meet all the Energy Smart Design requirements may result in a reduction of, or the elimination of, incentives to be paid to Participant by Salem Electric.
10. Receipt & Understanding of Attachment A: The Participant acknowledges the receipt of Attachment A and agrees to be bound by the terms and conditions therein.
11. Installation Requirements: The Participant agrees to have the installation, as described in Attachment A, done by a contractor who meets state and local requirements. As an alternative, Participant may use Salem Electric or a qualified Participant employee to install the Program measures, or Participant may install the Program measures on a "do-it-yourself" basis.
12. Counterparts: Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email shall be as effective as delivery of a manually executed counterpart of the Agreement.

The incentive payment included in this Agreement is available until MAY 16, 2018, unless extended by Salem Electric. *PKO*

Participant or Authorized Agent:

Make Check Payable to:

Tax ID #:

Mailing Address:

Participant Authorizing Signature:

Date:

Salem Electric Authorizing Signature: Terry M. Kelly, General Manager

Date:

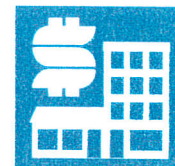
Salem Electric

November 17, 2017

Licensed Contractor Name/Signature:

CCB#:

Date:



ATTACHMENT A

Energy Smart Design Installation Itemization

Project Name: City of Salem

Building Owner/Representative: Steve Powers

Phone: 503-588-6211 Fax: _____

Building Address: Salem Electric Service Area

The following energy conservation measures are to be installed at the above address in accordance with the Energy Smart Design equipment specifications and program requirements.

Quantity	Description of Work to be Installed
177	240 WATT LED EXTERIOR FIXTURES
106	160 WATT LED EXTERIOR FIXTURES
125	100 WATT LED EXTERIOR FIXTURES
1381	54 WATT LED EXTERIOR FIXTURES
37	35 WATT LED EXTERIOR FIXTURES
Comments: ACTUAL INCENTIVE WILL BE BASED ON INSPECTION OF INSTALLED EQUIPMENT.	