

# **Commercial Lighting Incentive Agreement**

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BUSINESS NAME	AVISTA ACCOL	JNT NUMBER	AVISTA ME	TER NUMBER	BU	ISINESS PHONE
PROJECT SITE ADDRESS		CITY		STAT	E	ZIP
CONTACT NAME		EMAIL				
Interior Lighting About the space where the la	amp/fixture is	being install	ed			
□Electric □Heat Pump □Natural Ga	s □No Heat	□Yes	□No	□Old (<2008	) □Nev	N (>2008)
WHAT IS THE PRIMARY HEAT SOUR	RCE?	IS IT AIR-CON	DITIONED?	WHAT IS THE	VINTAG	E OF THE BUILDING?
SPECIFIC LOCATION OF LIGHTING	1	AVG WEEKLY H	RS LIGHTING	IS ON DA	ΓE(S) OF	INSTALLATION
Exterior Lighting — About the site where the lamp/fixture is being installed  AVG WEEKLY HRS LIGHTING IS ON (requires at least dusk to dawn 82.5 hrs)  DATE(S) OF INSTALLATION						
SEND COMPLETED APPLICATION AND DETAILED INVOICE TO:  Email: rachelle.humphrey@avistacorp.com  Or Mail To: Avista – MSC-15 Commercial Lighting Incentives P.O. Box 3727 Spokane, WA 99220-3727  FOR QUESTIONS: Email: rachelle.humphrey@avistacorp.com Or Call: 509-495-2099						
	REBATE PAY	MENT OPTION -	Mail Check	То:		
☐ Business and Project Site add	lress above	□ Pay	ee and mailin	g address below	J	
I, the undersigned customer, authorize I understand that Avista will make the myself. I further acknowledge that de my Incentive Agreement with Avista.	e Avista to issue me check payable to	—and mail it dire	cy Program in ctly to—that	payee, whether	rit is a th	nird party or
1			11		11	11
PAYEE NAME MAIL	ING ADDRESS		CIT	Υ	STA	ATE ZIP
I certify that I meet eligibility require invoices/receipts, are correct to the b						

01/26 Continued on next page

DATE

**CUSTOMER SIGNATURE** 

### **Commercial Lighting Incentive Requirements**

#### **SITE ELIGIBILITY**

Incentives are available for commercial facilities with electric service provided by Avista under rate schedule 11 or above.

#### **PRODUCT ELIGIBILITY**

It is a requirement to use current version Design Lights Consortium (DLC) or Energy Star® rated lighting products. Go to www.designlights.org/ search or www.energystar.gov/productfinder for the current qualified product list(s). Provide DLC, Energy Star or manufacturer spec sheet with application to verify product qualification. Selectable wattage fixtures require manufacturer's spec sheet showing highlighted wattage settings. Products are eligible for incentive up to 120 days after they have been delisted. Non-Energy Star or Non-DLC listed products required for specialized applications or that do not otherwise fall into any DLC-defined "Primary Use Designations" (including the "Specialty" designation) may still be eligible for incentives and will be considered through the Site Specific program. Please contact your Avista Account Executive.

Non-Networked Occupancy Sensors do not require Energy Star or DLC rating.

Interior Network Lighting Controls: Luminaires must be individually addressable.

**Luminaire Level Lighting Controls (LLLC)** must be listed as Luminaire Level Lighting Control (LLLC) on the DLC and must have a minimum of 2 control strategies.

Area Level Lighting Controls must have a minimum of 3 control strategies.

Eligible Control Strategies include:

**Sensor -Based Strategy** (requires at least 1):

- Occupancy Sensing (on/off and/or dimming)
- Daylight Harvesting with continuous dimming

#### Tuning:

- High-end trim (not applicable with daylight harvesting)
- Advanced scheduling/zoning
- Personal tuning with continuous diming

**TLED:** Type A, B and C qualify for the incentive.

**Exterior Lighting:** Requires at least 82.5 hours of operation a week (dusk to dawn) prior to any controls reductions.

HID Replacement Lighting: Lamps are eligible only if ballasts and all other existing electrical components are removed.

**Sign Lighting:** Incentive available for internally illuminated signage. For double sided signs count only one side of the square footage unless more than one individual cabinet exists. Lighting placed under awnings does not qualify. The life expectancy of the LED and driver must be greater than 40,000 hours of operation and have a warranty of 5 years or greater.

**Display case LED requirements** Must install an LED lighting system in an existing reach-in or open multi-deck refrigerated case. The installed product must appear on the Design Lights Consortium Qualified Products List (DLC) and be rated for at least 50,000 lifetime hours. Fluorescent magnetic ballasts cannot be used to power the LED. Total number of feet of LEDs eligible for incentives shall not exceed the total number of feet of the fluorescent lamps replaced. Low power is =<4.5 Watts per foot. High power is =>4.5 and =<8.5 Watts per foot.

#### **INCENTIVE PAYMENT**

Invoice(s) must accompany Agreement and be submitted within 120 days of project completion. Invoice(s) should include quantity, model number and cost of new equipment purchased and if applicable, taxes, permit fees, lift and disposal costs and labor charges.

Incentive payment will not exceed 100% of provided invoiced costs. Inhouse labor may be included by submitting details on customer letterhead or email with the following: Description of work performed, hourly labor rate, total number of hours and the total inhouse labor amount.

There will be no incentive for lamps or fixtures beyond the existing quantity. The incentive will be applied to the new installed quantity count as noted on the invoice.

Avista reserves the right to verify installations any time before or after payment is issued. Projects at or over a \$25,000 incentive require photo post-installation verification. Photos shall include a general shot of each space/area, showing the lights and/or controls, along with closeup shots of each unique light fixture.

If your lighting replacement does not fit the requirements, please contact your Account Executive to have your lighting project evaluated through Avista's Site Specific Program.

## **Commercial Lighting Incentive Form – Interior**

EQUIPMENT BEING REPLACED	NEW EQUIPMENT INSTALLED	INCENTIVE PER UNIT	INSTALLED QUANTITY	TOTAL INCENTIVE
Replacement Lamps			·*	
T12/T8 Two-Foot Fluorescent	≤ 13 watt T8 Two-Foot LED	\$ 6.00	lamps	\$
T12/T8 Three-Foot Fluorescent	≤ 17 watt T8 Three-Foot LED	\$ 10.00	lamps	\$
T12/T8 Four-Foot Fluorescent	≤ 23 watt T8 Four-Foot LED	\$ 12.00	lamps	\$
T12/T8 Eight-Foot	≤ 45 watt T8 Eight-Foot LED	\$ 25.00	lamps	\$
T12/T8 U-Bend Fluorescent	≤ 23 watt T8 U-Bend LED	\$ 15.00	lamps	\$
T5 Four-Foot Fluorescent	≤ 18 watt T5 Four-Foot LED	\$ 17.00	lamps	\$
T5HO Four-Foot Fluorescent	≤ 29 watt T5HO Four-Foot LED	\$ 30.00	lamps	\$
T8/T5 LED	T8/T5 LED (3-4 watt reduction)	\$ 3.00	lamps	\$
T8/T5 LED	T8/T5 LED (≥ 5 watt reduction)	\$ 5.00	lamps	\$
Four Pin-Base CFL	≤17 watt Four Pin-Base LED	\$ 17.00	lamps	\$
Replacement Fixtures				
Four-Foot T12/T8 Fluorescent Fixture	≤ 40 watt 1x4 LED Fixture	\$ 30.00	fixtures	\$
Two-Foot T12/T8 Fluorescent Fixture	≤ 40 watt 2x2 LED Fixture	\$ 25.00	fixtures	\$
Four-Foot T12/T8 Fluorescent Fixture	≤ 60 watt 2x4 LED Fixture	\$ 50.00	fixtures	\$
Eight-Foot T12/T8 Fluorescent Fixture	≤ 90 watt Eight-Foot LED Fixture	\$ 70.00	fixtures	\$
≥ 42 watt Compact Fluorescent Fixture	≤ 20 watt LED Fixture	\$ 20.00	fixtures	\$
60 watt Incandescent Fixture	≤ 10 watt LED Fixture	\$ 30.00	fixtures	\$
75-100 watt Incandescent Fixture	≤ 20 watt LED Fixture	\$ 40.00	fixtures	\$
≥ 150 watt Incandescent Fixture	≤ 30 watt LED Fixture	\$ 75.00	fixtures	\$
4-Lamp T5HO Fluorescent Fixture	≤ 135 watt LED Fixture	\$ 110.00	fixtures	\$
6-Lamp T5HO Fluorescent Fixture	≤ 165 watt LED Fixture	\$ 140.00	fixtures	\$
8-Lamp T5HO Fluorescent Fixture	≤ 250 watt LED Fixture	\$ 200.00	fixtures	\$
175 watt HID Fixture	≤ 75 watt LED Fixture or Lamp	\$ 140.00	fixtures	\$
250 watt HID Fixture	≤ 140 watt LED Fixture or Lamp	\$ 260.00	fixtures	\$
400 watt HID Fixture	≤ 175 watt LED Fixture or Lamp	\$ 310.00	fixtures	\$
1000 watt HID Fixture	≤ 400 watt LED Fixture or Lamp	\$ 600.00	fixtures	\$
Controls				
Fixture with no Control	Wall Switch occupancy sensor	\$ 10.00	sensors	\$
Fixture with manual or no Control	Ceiling or Fixture Mount occupancy sensor	\$ 30.00	sensors	\$
Fixture with manual or no Control	Networked Lighting Controls*	\$ 50.00	fixtures	\$

#### **Luminaire Level Lighting Controls**

Must have a minimum of 2 control strategies

#### **Area Level Lighting Controls**

Must have a minimum of 3 control strategies

#### Sensor-Based Strategy (requires at least 1):

- ☐ Occupancy Sensing (on/off and/or dimming)
- ☐ Daylight Harvesting with continuous dimming

#### **Tuning:**

- ☐ High-end trim (not applicable with daylight harvesting)
- ☐ Advanced scheduling/zoning
- ☐ Personal tuning with continuous dimming

## **Commercial Lighting Incentive Form – Exterior**

EQUIPMENT BEING REPLACED	NEW EQUIPMENT INSTALLED INCENTIVE PER UNIT		INSTALLED QUANTITY	TOTAL INCENTIVE	
Replacement Lighting (MH, HPS, MV)					
70-89 watt HID	≤ 25 watt LED Fixture or Lamp	\$ 85.00	fixtures	\$	
90-100 watt HID	≤ 30 watt LED Fixture or Lamp	\$ 120.00	fixtures	\$	
150 watt HID	≤ 50 watt LED Fixture or Lamp	\$ 180.00	fixtures	\$	
175 watt HID	≤ 100 watt LED Fixture or Lamp	\$ 180.00	fixtures	\$	
200 watt HID	≤ 140 watt LED Fixture or Lamp	\$ 120.00	fixtures	\$	
250 watt HID	≤ 140 watt LED Fixture or Lamp	\$ 230.00	fixtures	\$	
320 watt HID	≤ 160 watt LED Fixture or Lamp	\$ 280.00	fixtures	\$	
400 watt HID	≤ 175 watt LED Fixture or Lamp	\$ 375.00	fixtures	\$	
575 watt HID	≤ 300 watt LED Fixture or Lamp	\$ 400.00	fixtures	\$	
750 watt HID	≤ 300 watt LED Fixture or Lamp	\$ 750.00	fixtures	\$	
1000 watt HID	≤ 400 watt LED Fixture or Lamp	\$ 930.00	fixtures	\$	
1500 watt HID	≤ 600 watt LED Fixture or Lamp	\$ 1,050.00	fixtures	\$	
T12/T8 Fluorescent	T8 TLED (≥18 watt reduction)	\$ 20.00	lamps	\$	
New Construction Lighting (MH, HPS, MV)					
175 watt HID Code Fixture	≤ 100 watt LED Fixture	\$ 170.00	fixtures	\$	
250 watt HID Code Fixture	≤ 140 watt LED Fixture	\$ 225.00	fixtures	\$	
320 & 400 watt HID Code Fixture	≤ 160 watt LED Fixture	\$ 250.00	fixtures	\$	

DESCRIPTION OF LED LIGHTING INSTALLED (QTY OF LAMPS AND MODEL)		NTIVE FT <sup>2</sup>	NUMBER OF FT <sup>2</sup>	TOTAL INCENTIVE
T12HO to LED Sign Lighting Retrofit				
Sign 1	\$	13.00	square feet	\$
Sign 2	\$	13.00	square feet	\$
Sign 3	\$	13.00	square feet	\$

## **Commercial Lighting Incentive Form – Grocer**

EQUIPMENT BEING REPLACED	NEW EQUIPMENT INSTALLED	INCENTIVE PER UNIT	INSTALLED QUANTITY	INCENTIVE \$ TOTAL
Display Case LEDs				
MT Case: T8	Low Power LED Inside Lamp	\$10.00	In ft / LED	\$
MT Case: T12	Low Power LED Inside Lamp	\$15.00	In ft / LED	\$
LT Case: T8	Low Power LED Inside Lamp	\$10.00	In ft / LED	\$
LT Case: T12	Low Power LED Inside Lamp	\$15.00	In ft / LED	\$
MT Case: T8	Low Power LED Outside Lamp	\$15.00	In ft / LED	\$
MT Case: T12	Low Power LED Outside Lamp	\$15.00	In ft / LED	\$
MT Case: 2 T8	1 High Power LED Inside Lamp	\$20.00	In ft / LED	\$
MT Case: 2 T12	1 High Power LED Inside Lamp	\$20.00	In ft / LED	\$
LT Case: 2 T8	1 High Power LED Inside Lamp	\$20.00	In ft / LED	\$
LT Case: 2 T12	1 High Power LED Inside Lamp	\$20.00	In ft / LED	\$
MT Case: 2 T8	1 High Power LED Outside Lamp	\$15.00	In ft / LED	\$
MT Case: 2 T12	1 High Power LED Outside Lamp	\$15.00	In ft / LED	\$

### **Additional Terms and Conditions for Energy Efficiency Services**

This Incentive Agreement ("Agreement") is entered into between Avista Corporation ("Avista") and the "Customer" specified on the front of this Agreement (sometimes referred to, individually, as a "Party" and collectively, as the "Parties") for the acquisition of electric and natural gas resource savings through improvements in the efficiency of equipment owned and operated by Customer as specified on the front of this Agreement. Therefore, the Parties agree as follows:

- 1. Term of Agreement. This Agreement will become effective when executed by both Parties and remain in effect: (i) until Customer's Energy Efficiency Payment ("Payment") has been disbursed if Customer's Payment is less than \$50,000, OR (ii) for five (5) years from the date of implementation of the "Measures" or ("Equipment") if Customer's Payment is greater than \$50,000. In the event Customer fails to complete installation of the Equipment by the date specified on the front of this Agreement, this Agreement will terminate and Avista's obligations waived.
- 2. Equipment Selection, Installation, Operation and Maintenance. The selection, purchase, and installation of the Equipment will be, solely, Customer's responsibility. Avista's evaluation of the Equipment is only for the purpose of determining Customer's eligibility under Avista's Energy Efficiency Program ("Program"). AVISTA MAKES NO, AND DISCLAIMS ALL IMPLIED OR EXPRESS WARRANTIES (INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND SHALL NOT BE RESPONSIBLE FOR ANY REPRESENTATION OR PROMISE WITH RESPECT TO THE EQUIPMENT, MATERIALS, OR LABOR REQUIRED TO INSTALL THE EQUIPMENT AT CUSTOMER'S SITE ADDRESS, OR THE COST OF SUCH EQUIPMENT, MATERIALS AND LABOR, OR ANY ENERGY SAVINGS THAT MAY ACCRUE FROM THE INSTALLATION OF SUCH EQUIPMENT. Customer, at its sole expense, will be responsible for any required maintenance, repair and/or replacement of the Equipment. In the event any of the Equipment becomes defective or fails to operate properly, Customer must repair the Equipment in such a manner as to maintain or exceed the Equipment's original energy efficiency rating or replace such Equipment with Equipment that has equal or higher efficiency ratings.
- **3. Payment.** After completing the installation of the Equipment, Customer must provide documentation, acceptable to Avista, verifying the purchase and installation costs. The Payment will be: (i) determined solely by Avista in accordance with Schedules 90 and/or 190 (the "Tariff"); (ii) considered final; and (iii) disbursed as a one-time payment

- unless another method of disbursement (including multiple cash payments over a period of time or offsets to Customer's energy bills) is agreed to by the Parties. Customer is responsible for payment of any federal, state, or local income and/or corporate taxes associated with Customer's receipt of the Payment.
- 4. Qualifying Project. This Agreement applies to only the Facility and Equipment specified on the front of this Agreement. In the event Customer requests additional projects, a new application must be filled out and submitted.
- 5. Inspection of Facilities. Avista may inspect the Equipment, at its option during reasonable hours, for the purpose of verifying installation of the Equipment and Customer's compliance with its performance obligations under this Agreement. This provision does not impose upon Avista an obligation to inspect the Equipment and is not intended to substitute for or relieve Customer of any responsibilities related to the purchase, design, installation, operation and/or maintenance of such Equipment.
- **6. Continued Availability.** The Payment is contingent upon continued funding availability through Avista's Tariff for the Measures applicable under this Agreement.
- 7. **Sub-metering.** Customer shall: (i) permit Avista to install and maintain sub-metering equipment (at Avista's sole expense), and (ii) provide Avista with reasonable access to such sub-metering equipment for meter reading or maintenance purposes.
- **8.** Compliance with Laws. Customer guarantees that it, its agents and employees, and any subcontractor(s) it may retain to install or maintain the Equipment, will be familiar with, and at all times will comply with all applicable federal, state, and local laws, codes, ordinances, and/ or rules and regulations pertaining to the installation, maintenance, operation and/or use of the Equipment.
- 9. Release of Information. Customer authorizes Avista to provide information related to the electric and/or natural gas service at the Facility including, but not limited to, Customer's contact name and phone number, service address, pertinent usage history, and incentive information (collectively, "Customer Information") to authorized entities who need such Customer Information to verify, without limitation, energy savings related to Measures installed at Customer's Facility and Avista's compliance with federal and state Energy Efficiency Standards.

- 10. Disclaimer and Indemnity. Customer certifies that it is voluntarily participating in the Program. Customer understands that Avista is providing funding and analysis, only, and assumes no liability for: (i) Customer's decision to enter into this Agreement; (ii) the Equipment selected by Customer; (iii) any third party selected by Customer to install such Equipment; or (iv) any disputes arising out of repair or replacement of the Equipment. Customer shall indemnify and defend Avista and its agents and employees, from all claims, losses, harm, liabilities, damages, and expenses (including attorneys' fees), or allegations of same, arising as a result of this Agreement except to the extent that any such claims, losses, harm, liabilities, damages and/or expenses (including attorneys' fees), or allegations of same, arise as a result of Avista's sole negligence.
- 11. Incentive Payment Reimbursement. If Customer's Payment is greater than \$50,000 and, during the 5-year term of this Agreement, Customer: (i) chooses to take electric or natural gas service from , any other supplier, or from Avista under tariffs that do not fund energy efficiency programs, (ii) fails to properly maintain or replace the Measures in accordance with this Agreement, or (iii) closes its business, (each, a "Termination Event"), this Agreement will terminate and Customer shall reimburse Avista for the pro-rated portion of the Payment that will not be recouped by Avista due to the fact that such Termination Event will result in the loss of (i) the energy savings anticipated under this Agreement, and (ii) the Program contributions contained in Avista's tariffs. In the event Customer's obligations are assigned in accordance with this Agreement, the assignee will be responsible for assuming Customer's obligations applicable under this Agreement.
- 12. Disposal of Existing Equipment. All equipment and materials removed and/or replaced at the Facility must be permanently disabled, sold for scrap, recycled, and/or removed from the Facility and destroyed, at Customer's expense. Customer is responsible for recycling or disposing of all equipment and materials removed in accordance with applicable law. Energy Efficiency lighting retrofits require removal of lamps and ballasts with those lamps and ballasts designated as hazardous waste and

- disposed of in accordance with the Resource Conservation and Recovery Act (RCRA). NOTE: Fluorescent, neon, mercury vapor, high-pressure sodium, and metal halide lamps; and ballasts containing Polycyclic Chlorinated Biphenyl (PCB) are considered hazardous waste. Fluorescent linear tubes can be recycled at many recycling centers.
- **13. Assignment.** This Agreement will inure to the benefit of and be binding upon the successors and assigns of the respective Parties. Neither Party may assign or transfer this Agreement without the prior written approval of the other Party (which approval will not be unreasonably withheld) except for a transfer to a parent, subsidiary, or affiliate of such Party.
- 14. Governing Law and Venue. This Agreement will be construed and interpreted in accordance with the laws of either the State of Washington or Idaho, depending upon the Facility Site Address, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any action to enforce the terms of this Agreement will be brought in a court of competent jurisdiction where Customer's Facility is located.
- **15. Attorney's Fees.** If any action is brought to enforce this Agreement, the prevailing Party in such action will be entitled to an award of reasonable attorney's fees and costs incurred in such action, in addition to any other relief available to it at law or in equity.
- 16. Amendment and Waiver. This Agreement may not be modified or varied except by written agreement between the Parties. If, at any time, the terms of this Agreement are not strictly adhered to or enforced, such requirements will not be deemed waived or modified but will, at all subsequent times, be deemed in full force and effect.
- 17. Entirety of Agreement. This Agreement: (i) is the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements and under standings related to same, whether or not written; and (ii) is not intended to confer upon any entity other than Avista and Customer any rights or remedies under the Agreement.

We collect your personal information for Avista Rebate Programs. For information on what Avista collects and how we protect customer information, please refer to Avista's privacy notice at www.myavista.com/about-us/policies-andquidelines.

