

Utility Advisory Committee  
Council Chambers  
Port Angeles, WA 98362  
May 8, 2012 @ 3:00 PM

AGENDA

- I. Call To Order
- II. Roll Call
- III. Introduction of Mr. Murven Sears, II, Community Representative Position No. 2
- IV. Approval Of Minutes For April 10, 2012 and April 13, 2012
- V. Late Items
- VI. Discussion Items:
  - A. Stormwater Engineering Services Professional Services Agreement Amendment No. 1
  - B. Concrete Cylinder Pipe Condition Assessment and Value Engineering
  - C. Clallam Spring Clean Up Event
  - D. 2012/2013 EnergySmart Grocer Utility Participation Agreement
  - E. Utility Discount Ordinance Amendments
- VII. Information Only Items:
  - A. Advanced Metering Infrastructure System Update (verbal report only)
  - B. Wireless Mobile Data System Update (verbal report only)
- VIII. Next Meeting Dates: June 12, 2012
- IX. Adjournment

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Utility Advisory Committee/Special City Council Meeting  
Council Chambers  
Port Angeles, WA 98362  
April 10, 2012  
2:00 p.m.

***I. Call To Order***

Chairman Dan DiGuilio called the meeting to order at 2:02 p.m.

***II. Roll Call***

UAC Assigned

Councilmembers Present: Cherie Kidd, Dan Di Guilio

Other Councilmembers

Present: Patrick Downie, Brooke Nelson (2:20), Max Mania (2:47)

Other Councilmembers

Absent: Sissi Bruch, PhD., Brad Collins

Utility Advisory  
Committee Members

Present: Dean Reed, Paul Elliott

Utility Advisory  
Committee Members

Absent: N/A

Staff Present:

Kent Myers, Glenn Cutler, Bill Bloor, Larry Dunbar, Phil Lusk,  
Dan McKeen, Ernie Klimek, Mike Puntteney, Brian Smith,  
Sondya Wray, Kathryn Neal (2:11), Linda Kheriaty (2:42), Rick  
Hostetler (2:42)

Others Present:

Timm Kelly – IBEW Local Union No. 997 (2:17)  
Ted Simpson – PUD #1 (2:55)  
Doug Nass – PUD #1 (3:02)  
Mike Kitz – PUD #1 (3:02)

***III. Approval Of Minutes***

Chairman Dan Di Guilio asked if there were any corrections to the minutes of March 13, 2012. Committee Member Dean Reed moved to approve the minutes. Cherie Kidd seconded the motion, which carried unanimously

***IV. Late Items:***

Clallam County PUD #1 Gales Addition Reservoir Presentation

V. *Discussion Items:*

A. *Columbia Telecommunications Corporation Professional Services Agreement Amendment No.1*

Brian Smith, Deputy Police Chief, discussed the proposed amendment includes an additional professional services to complete a request for proposal process for the waterfront camera project. A discussion followed.

**Dean Reed moved to recommend City Council to authorize the City Manager to sign Amendment No. 1 to the professional services agreement with Columbia Telecommunications Corporation in an amount not to exceed \$15,000.00 which increases the maximum compensation under the agreement from \$229,900.00 to \$244,900.00, and to make minor modifications to the agreement, if necessary. Paul Elliot seconded the motion, which carried unanimously.**

B. *Proposed 2012 Medic I Utility Ambulance Transport Rate Adjustment Recommendation*

Dan McKeen, Fire Chief, reviewed the proposed medic transport fee adjustments. He also mentioned there is no cost affects on both City residents and business owners. There was a breif discussion.

**Cherie Kidd moved to recommend City Council to forward a favorable recommendation to adjust the Medic I transport charges and mileage fees. Paul Elliot seconded the motion, which carried unanimously.**

C. *Department of Ecology Stormwater Capacity Grant Amendment Acceptance*

Kathryn Neal, P.E., Engineering Manager, shared that the Department of Ecology has offered to amend the terms of the existing grant agreement with the City in order to increase the budget by \$50,000. This will extend the expiration date of the grant agreement by one year, to June 30, 2013. There was a lengthy discussion.

**Paul Elliot moved to recommend City Council to authorize the City Manager to sign Amendment No. 1 to Grant Agreement No. G1100083 with the Department of Ecology under the municipal Stormwater Capacity Grant Program in the amount of \$50,000.00, and to extend the grant agreement by one year. Cherie Kidd seconded the motion, which carried unanimously.**

D. *Combined Sewer Overflow Phase II Project Public Work Trust Fund Loan Application*

Kathryn Neal, P.E., Engineering Manager, explained that there is an opportunity to apply for a low-interest loan from the Washington State Public Works Board, under the 2014 Public Works Trust Fund (PWTF) construction loan program. Staff is proposing to apply for a \$12.5 million loan for the design and construction contracts for phase 2 of the CSO Reduction Program. A lengthy discussion followed.

**Dean Reed moved to authorize staff to prepare and submit an application for a low-interest loan to support Phase 2 of the CSO Reduction Program through the 2014 PWTF construction loan program and authorize the City Manager to accept and sign the loan agreement, if offered by the PWTF. Paul Elliot seconded the motion, which carried unanimously.**

***E. Industrial Transmission Electric Rate Letter Agreement***

Larry Dunbar, Deputy Director of Power Systems, discussed the Bonneville Power Administration Tiered Rate Methodology that went into effect October 1, 2011. On September 20, 2011, City Council adopted the Industrial Transmission electric rate ordinance and authorized the City Manager to accept a letter agreement that expires on April 30, 2012. A discussion followed.

**Brooke Nelson moved to recommend City Council to authorize the City manager to sign a letter agreement, and to make minor modifications to the letter agreement, if necessary. Paul Elliot abstained. Cherie Kidd seconded the motion, which carried unanimously.**

***F. Proposed Electric Utility Time of Use Rate Ordinance***

Larry Dunbar, Deputy Director of Power Systems, provided a PowerPoint presentation. On November 1, 2011, City Council directed staff to develop a time use of rate as soon as it is feasible to do so. A lengthy discussion followed.

**Dean Reed moved to recommend City Council to continue the public hearing, close the public hearing, then adopt the proposed time of rate use ordinance. Paul Elliot seconded the motion, which carried unanimously.**

***VI. Information Only Items:***

***A. Advance Metering Infrastructure System Update (verbal report only)***

Larry Dunbar, Deputy Director of Power Systems, shared that EnerGate recently announced a voluntary recall of its demand response load control switch, that needs to be removed from voluntary peak power project participants homes.

***B. Wireless Mobile Data System Update (verbal report only)***

Information only. No action taken.

***VII. Executive Session Potential Litigation: RCW 42.30.110(1)(i)***

**Start Time: 4:00**

**End Time: 5:00**



Utility Advisory Committee  
Council Chambers  
Port Angeles, WA 98362  
April 13, 2012  
9:00 a.m.

**I. Call To Order**

Chairman Di Guilio called the meeting to order at 9:00 a.m.

**II. Roll Call**

UAC Assigned

Councilmembers Present: Cherie Kidd, Dan Di Guilio, Sissi Bruch, PhD.

Other Councilmembers

Present:

Other Councilmembers

Absent: Max Mania, Patrick Downie

Utility Advisory  
Committee Members

Present: Dean Reed, Paul Elliott

Utility Advisory  
Committee Members

Absent:

Staff Present: Glenn Cutler, William Bloor, Larry Dunbar

**III. Discussion Items**

**A. Utility Advisory Committee Membership**

Larry Dunbar, Deputy Director of Power Systems, advised that after today's interviews that a recommendation to City Council should be considered to appoint the second community representative to the Utility Advisory Committee.

***B. Applicant Interview***

Catherine Harper, Daniel Hudgings, Donald Perry, Robert Reed, Andrew Schwab, Murven Sears, II, and Betsy Wharton interviewed for the community representative position number 2.

**By consensus, the Utility Advisory Committee recommended City Council appoint Murven**

**Sears, II to serve as the second community representative on the Utility Advisory Committee.**

IV. Next Meeting Date: May 8, 2012

V. Adjournment: 10:45 a.m.

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Dan Di Giulio, Chair

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Sondya Wray, Administrative Specialist



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## Utility Advisory Committee Memo

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**Date:** May 8, 2012

**To:** Utility Advisory Committee

**From:** Kathryn Neal, P.E., Engineering Manager

**Subject:** Stormwater Engineering Services Professional Services Agreement Amendment No. 1

**Summary:** This undertaking is for engineering services to identify specific sources where high fecal coliform bacteria counts have been detected in Peabody Creek within the City Limits. This work is proposed to be added to the Stormwater Engineering Services Professional Services Agreement that was awarded to Herrera Environmental Consultants on August 16, 2011.

**Recommendation:** Forward a favorable recommendation to City Council to authorize the City Manager to sign Amendment No. 1 to the Stormwater Engineering Professional Services Agreement with Herrera Environmental Consultants in an amount not to exceed \$20,976, which increases the maximum compensation under the agreement from \$107,143 to \$128,119, and to make minor modifications to the agreement, if necessary.

**Background/Analysis:** The Stormwater Engineering Services Professional Services Agreement (PSA) was awarded to Herrera Environmental Consultants on August 16, 2011. This work focused on the evaluation of the City's current stormwater program for meeting both the City's current Western Washington Phase II Municipal Stormwater Permit and its next 5 year renewal, beginning in 2013. A supplementary study that was included in this project was a Water Quality Data Analysis. This specific work is a high-level statistical analysis to identify where water quality problems are the most severe and/or most treatable pulling together various data sets such as Streamkeepers sampling. This study will conclude sometime in May 2012.

One of the prominent water quality problems in the Port Angeles creeks is high levels of fecal coliform at specific points or outfalls that contribute to the creek. The proposed amendment is to do a field analysis of the sources in order to determine specific causes and to be able to recommend either corrective or treatment strategies. This analysis will focus on the lower half mile of Peabody Creek where some of the highest fecal coliform problems have been detected. Work will include preparation of a detailed drainage map, conducting a drainage contaminant survey, measuring flows at key locations, collecting up to 36 water samples, dye testing, and preparation of technical memorandum to document results and recommendations.

This added work has been negotiated at a price of \$20,976. Funding for this work was specifically budgeted in the 2012 Stormwater Budget in the amount of \$50,000. In addition, there are funds available from the recent 2012 amendment to the Stormwater Capacity Grant in the amount of \$50,000. Depending on the results of the additional work, subsequent studies or corrective/treatment projects may be recommended later. The overall objective is to use a systematic approach to reduce urban impacts and promote enhancement of water quality in Port Angeles creeks.

Staff will make a short presentation summarizing Herrera's technical findings to date at today's meeting.



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## Utility Advisory Committee Memo

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**Date:** May 8, 2012

**To:** Utility Advisory Committee

**From:** Mike Punttenney, P.E., City Engineer

**Subject:** Concrete Cylinder Pipe Condition Assessment and Value Engineering

**Summary:** Mill Creek Management Technologies, Inc. has been selected to provide professional services related to concrete cylinder pipe condition assessment and recommendations for comprehensive pipe system inspection methods, oversight of the comprehensive inspections, and recommendations for repair and rehabilitation following the inspections. This contract does not include the cost of the comprehensive pipe system inspection.

**Recommendation:** For information only, no action requested.

**Background/Analysis:** The technology for inspecting, upgrading, and replacing piped water and wastewater infrastructure has rapidly changed in recent years. Trenchless and in-pipe repair methods are often proving to be less invasive, require less permitting, and have considerable cost savings over conventional excavated pipe replacement strategies. Where applicable, they can often save 25% to 50% of the project cost. The next phase for the design of the Concrete Cylinder Replacement Program, Project WT02-2009, might offer the potential for significant cost savings if trenchless technologies could be applied. This contract will use an expert in the field of piped infrastructure evaluation and trenchless technologies to evaluate the condition of approximately 14,000 linear feet of concrete cylinder water main and to recommend the appropriate repair or replacement strategy based on the evaluation.

Mill Creek Management Technologies, Inc., which specializes in piped infrastructure evaluation and trenchless pipe installation and rehabilitation, has been selected to provide professional services related to this concrete cylinder pipe condition assessment. Mill Creek Management Technologies, Inc., was selected from the qualified firms appearing on the MRSC Consultant Roster which specialize in trenchless technology and pipe condition assessment.

The cost of this assessment has been negotiated to be \$12,000. This contract will be awarded within the City Manager's authority. Separate from this, the City will contract with one or more specialized firms to perform high-technology inspections to support this assessment. Typical types of supporting inspections services include ultra-sonic, sonar, hydroscope, ground-penetrating radar, smart-ball, etc. The specific supporting inspections required will be determined upon the initial evaluation of the pipe to ensure the appropriate tests are conducted. The specialized testing is expected to cost between \$25,000 to \$50,000 in addition to the amount being contracted with Mill Creek Management Technologies.

The current estimate for wholesale replacement of the 14,000 linear feet using conventional open cut methods is \$6,000,000. If trenchless technologies can be applied to this work, the savings could be significant. Savings will be in the form of reduced costs to rehabilitate rather than replace as well as reduced permitting costs in environmentally sensitive areas.

This work will be funded from the August 2010 utility bond proceeds set aside for the design of WT02-2009, Concrete Cylinder Pipe Replacement. Should any of the supporting inspection services contracts exceed the City Manager's authority, they will be brought to City Council for their approval.



## Utility Advisory Committee Memo

**Date:** May 8, 2012

**To:** Utility Advisory Committee

**From:** Tom McCabe, Solid Waste Superintendent

**Subject:** Clallam Spring Clean Up Event

**Summary:** The Clallam Spring Clean Up event was held April 23, 2012, from 9:00 AM to 3:00 PM. The public response to this event consisted of 642 vehicles disposing of 209.06 tons of solid waste. Of the total tonnage, 23% of the waste materials were recyclable (metals, tires, yard waste, glass, mixed paper, mixed containers, oil, and antifreeze). Participants donated \$6,670 to the Port Angeles Food Bank. Participation showed a significant improvement from last year and many citizens expressed their appreciation for the event.

**Recommendation:** For information only, no action requested.

**Background/Analysis:** This year, the Benefit Dump Day event was renamed “Clallam Spring Clean Up” to encourage cleaning up properties in the City and Clallam County. Participants donated \$10 per load to the Port Angeles Food Bank. Participants and disposal tonnage increased by 19% and 16%, respectively, from last year’s event. A waiting line developed at the gate prior to opening at 9:00 AM and took less than an hour to clear. Participant traffic flowed fairly steady throughout the rest of the event.

A total of 43 volunteers including 10 City staff members assisted with this six hour event. City staff checked vehicle loads, managed the metal pile, and weighed vehicles at the scales. A Clallam County staff person was stationed at the used oil/antifreeze area. Police volunteers helped with vehicle checking and traffic control. The Food Bank staff collected the monetary donations. Waste Connections staff directed traffic and helped unload vehicles at the Transfer Station.

The City of Sequim held a separate collection event on April 20-21, 2012 at their Public Works Utility Yard. Sequim collected 50 tons of garbage, 5.22 tons of metal, and 3.92 tons of tires. This was 28% more than what was collected in 2011.

### 2008-2012 Event Summaries

Year	Vehicle Trips	Total Tons Received	Transfer Station Tons	Recycling Tons (metal, tires, batteries, yard waste)	Cash* Contribution
2008	529	163.30	93.78	69.52	\$5,619
2009	550	179.30	129.36	49.95	\$5,480
2010	688	229.39	152.85	76.54	\$7,381
2011	539	179.92	139.41	40.51	\$5,614
2012	642	209.06	160.95	48.11	\$6,670

\* Minimum donation \$10 since 2008 – some donors elected to donate more

### Participant Demographics

Location	Vehicle Trips					Solid Waste Tons				
	2008	2009	2010	2011	2012	2008	2009	2010	2011	2012
City of P.A.	251	268	289	215	269	78.47	89.22	92.18	68.69	86.83
Sequim	24	27	16	10	33	6.70	10.16	4.87	2.16	11.33
Forks	-	-	1	1	1	-	-	0.08	0.64	0.31
East County	176	172	253	203	207	56.85	52.10	89.40	72.07	67.74
West County	78	83	129	110	132	21.28	27.82	42.86	36.36	42.85
<b>Totals</b>	<b>529</b>	<b>550</b>	<b>688</b>	<b>539</b>	<b>642</b>	<b>163.30</b>	<b>179.30</b>	<b>229.39</b>	<b>179.92</b>	<b>209.06</b>

### Waste Materials

Year	Average Load Size	Refrigerators (counted at scales)	Tires (counted at scales)	Batteries
2008	617 pounds	186 units	718	66
2009	652 pounds	95 units	217	119
2010	667 pounds	79 units	367	83
2011	668 pounds	51 units	261	41
2012	651 pounds	77 units	378	20

### 2012 Event Cost

Description	Cost 2012
Employees (10 Public Works and Utilities staff members)	\$2,477
Advertising (Peninsula Daily News & KONP Radio)	800
Sani-Can Rental (2)	220
Freon Removal (77 units @ \$20/unit)	1,540
Tire Recycling (378 tires, 6.67 tons @ \$132.40/ton)	883
Hauling and Disposal Fee (160.95 tons @\$53.90/ton)	8,675
<b>Total</b>	<b>\$14,595</b>



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## Utility Advisory Committee Memo

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**Date:** May 8, 2012

**To:** Utility Advisory Committee

**From:** Phil Lusk, Power Resources Manager

**Subject:** 2012/2013 EnergySmart Grocer Utility Participation Agreement

**Summary:** The City was offered an agreement to participate in the “EnergySmart Grocer Program” by Portland Energy Conservation, Inc. All City expenses under the agreement are eligible for reimbursement under the Bonneville Power Administration’s Energy Efficiency program.

**Recommendation:** Forward a favorable recommendation to City Council to authorize the City Manager to sign the EnergySmart Grocer Utility Participation Agreement and to make minor modifications to the agreement, if necessary.

**Background/Analysis:** The attached “EnergySmart Grocer Program” Agreement was recently offered to the City by Portland Energy Conservation, Inc. The proposed agreement is in connection with a region-wide promotion by the Bonneville Power Administration. As part of the agreement, Portland Energy Conservation, Inc. would be responsible for energy audits, identifying eligible energy conservation measures, and verifying all work is complete and acceptable.

The proposed agreement is anticipated to result in City payment of up to \$50,000 through September of 2013 to grocery stores within the City. All City expenses under the proposed agreement are eligible for reimbursement under the Bonneville Power Administration’s Energy Efficiency program.

The agreement term, incorporation of amendments to an agreement between Portland Energy Conservation, Inc. and Bonneville Power Administration, and a few other minor modifications are being negotiated. The proposed agreement will be reviewed by the City Attorney before seeking City Council approval.

Staff requests that the Utility Advisory Committee forward a favorable recommendation to City Council to authorize the City Manager to sign an EnergySmart Grocer Program Agreement and to make minor modifications to the agreement, if necessary.

Attachment: EnergySmart Grocer Program Agreement



## UTILITY PARTICIPATION AGREEMENT

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THIS UTILITY PARTICIPATION AGREEMENT (this “**Agreement**”) is dated \_\_\_\_\_, 2011 (the “**Effective Date**”) between Portland Energy Conservation, Inc., an Oregon nonprofit corporation (“**PECI**”) and The City of Port Angeles, a municipal utility (“**Utility**”).

### OVERVIEW

- A. P E C I and the Bonneville Power Administration (“**BPA**”) have entered into an agreement dated October 21, 2011 (the “**BPA Agreement**”) under which P E C I is implementing and managing the EnergySmart Grocer Program (the “**Program**”) throughout various territories in the Northwest on behalf of BPA.
- B. The Program encourages improvements in energy efficiency by evaluating and executing energy saving initiatives. Customers (defined in Section 2 below) that participate in the Program may qualify for incentives funded by Utility. P E C I and Utility are entering into this Agreement so that P E C I may carry out its obligations under the BPA Agreement and Utility can avail itself and its customers to the services offered by P E C I.
- C. By signing this Agreement, Utility affirms and agrees to the terms and conditions contained in this Agreement. As an additional requirement for participation in the Program, Utility must provide P E C I with the Energy Smart Grocer Program Sign-up Form (the “**Form**”) provided by BPA to be attached to this Agreement as Exhibit A. Utility affirms and agrees that the information provided by Utility in the Form (including the final incentive budget) is accurate and acknowledges that such information will be relied upon by both P E C I and BPA. Utility will provide P E C I with sixty (60) days notice prior to changing any funding amounts or program scopes.

### AGREEMENT

1. **TERM.** This Agreement is effective from the Effective Date and will continue until September 30, 2013 renewing automatically for successive two (2) year periods, unless terminated in accordance with the provisions in this Agreement. Prior to the expiration of the preceding Term, Utility will provide P E C I and BPA with an updated Form in the format set forth in Exhibit A.
2. **PROGRAM ELIGIBILITY.** “**Customers**” under the Program means Utility customers that have commercial refrigeration load, including for example, supermarkets, restaurants, institutional kitchens, and other commercial refrigeration sites (each, a “**Facility**”).
3. **PECI PROGRAM SERVICES.**
  - a. **Customer Contact.** Utility authorizes P E C I to contact Customers by phone, mail, email or in person for the purpose of informing them about the Program and its processes.
  - b. **Audits.** P E C I will work with Customers to schedule audits of their Facilities (each, an “**Audit**”). Utility may elect to attend an Audit following notice to P E C I. Audits will be



calculated measures, and post installation inspections will be offered on a case by case basis and at PEGI's sole discretion. PEGI will also offer outreach training for Utility staff (at Utility's request). Utilities in Service Level II will be required to commit a minimum of \$25,000 of incentive funding or be subject to PEGI approval for participation in the Program.

- i. **Rebate Processing and Reporting.** PEGI will review and approve all Customer rebate applications and invoices for completeness and provide the information necessary to substantiate energy savings and Customer rebate eligibility. For Utilities that elect the BPA Turnkey Option, PEGI will submit all rebates applications to BPA for its review and approval. All rebates are subject to BPA's approval. PEGI will not pay rebates that are rejected by BPA. For Utilities that elect the Self-funded Turnkey Option, PEGI will submit all rebates applications to the Utility for its review and approval. PEGI shall not be responsible for any claims rejected by the Utility for any reason. PEGI reserves the right to subcontract rebate or check processing and similar functions. The chart below designates the responsible party for each Program component depending on which funding option is elected in the Form.

Program Component	BPA Turnkey Option Responsible Party	Self-funded Turnkey Option Responsible Party
Rebate check issuance	PECI	PECI
Post Installation verification	PECI	PECI
Management of required back-up documentation	PECI	PECI
Review and acceptance of PEGI-submitted data to BPA	BPA	Utility
Reimbursement to PEGI for incentives paid to Customers	BPA	Utility

- j. **Rebate Payments.** Within ten (10) business days of BPA's or Utility approval of submitted rebates, PEGI will mail checks to Customers or Customer designated rebate payees. Checks will be accompanied with a letter including Utility's logo in accordance with Section 5 below, thanking the Customer for their participation in the Program.
- k. **Program Reports.** PEGI will provide Utility with limited access to its online portal, Salesforce Sprocket or Sprocket Dashboard, which Utility may use for the sole purpose of viewing completed Audits, dates of any re-visits, rebate activity, rebate savings, to obtain copies of completed audit reports, view pipeline projects and associated kWh savings.
- l. **Targeted Facilities.** Utility would like PEGI to target all eligible facilities. More specifically, for Program initiatives around refrigeration PEGI will target:



- i. Grocers and national accounts;
  - ii. Convenience stores;
  - iii. Restaurants; and
  - iv. Other commercial refrigeration sites.
4. **ACCEPTANCE.** Utility's acceptance of the terms and conditions set forth in this Agreement is required for participation in the Program. Utility acknowledges that the terms and conditions of the Program are subject to change at PECI's sole discretion.
5. **USE OF UTILITY MARKS.** During the term of this Agreement, Utility grants to PECI a nonexclusive, royalty free right to use its trademarks, service marks, trade names, logos, or similar markings (each a "Mark") subject to the limitations contained in this Agreement. PECI may use the Marks on its website, in its advertising and other promotional activities related to the Program as well as on checks and other mailings to Customers or Contractors. Utility represents and warrants that it owns title to all Marks and agrees to indemnify PECI for any third party claims against PECI for misuse or infringement of the Marks or any claims by any third party pursuant to the exercise of PECI's rights under this Agreement.
6. **TERMINATION.** The parties may terminate this Agreement for cause in the event of any default by the other party following written notice of any default and commercially reasonable opportunity for the defaulting party to cure such default. PECI reserves the right to terminate the Program, this Agreement or any part of this Agreement at the direction of BPA for any reason or for no reason in its sole discretion. In the event of such termination, the Utility shall at the election of PECI: (a) immediately cease participation in the Program, including but not limited to, any applicable use of Program materials, logos or other advertising tools, equipment, and incentive forms; or (b) finalize Program projects in progress at the time of termination as directed by PECI. PECI and BPA will not pay Utility for post-termination activity after receipt of notice of termination unless such PECI elects for Utility to finalize such projects pursuant to Section 6 (b) above.
7. **CONFIDENTIAL INFORMATION.** The parties will not use any Confidential Information for any purpose other than as needed to perform their respective obligations under this Agreement. Each party agrees to hold all Confidential Information in strict confidence and not disclose any Confidential Information to any person other than to its employees and independent contractors who (a) have a "need to know", (b) have been advised of the confidential and proprietary nature of the Confidential Information and (c) have signed a written agreement that is as protective of the Confidential Information as that set forth in this Section. When the parties have fully performed their respective obligations under this Agreement, or at any other time upon request from the party disclosing the Confidential Information, the party in receipt of the Confidential Information will return or destroy all Confidential Information in tangible form that is in their possession. The term "**Confidential Information**" means all information and materials relating to Utility or PECI's business, in whatever form or medium, disclosed to or received by the receiving party, whether visually, by perception, orally or in writing, whether disclosed before or after the Effective Date, and whether or not specifically marked or otherwise identified as "**Confidential**" or "**Proprietary**," including all summaries and notes prepared by or on behalf of the other party, except that "**Confidential Information**" does not include any information that the receiving party demonstrates: (x) has become generally available to the



public without breach of this Agreement; (y) was later received from another person who did not violate any duty of confidentiality; or (z) that was developed without use of any Confidential Information by persons who were not exposed to the Confidential Information. Utility acknowledges the Program handles Customer information such as pricing, invoices, Customer addresses, rebate information, utility account numbers and tax identification numbers. If Utility receives a public records request for information that includes Customer information, Utility shall notify PEGI and the Customer of the request and postpone the release of information for ten business days to allow the Customer to file a lawsuit seeking an injunction preventing the release of the documents pursuant to RCW 42.546.540. Unless the Customer obtains and serves an injunction upon the Utility before the close of business on the tenth business day after the date of the notification, the Utility may release the documents. It is the Customer's discretionary decision whether to file the lawsuit. For purposes of this Agreement, any information related to pricing, invoices, Customer addresses, rebate information, utility account numbers and tax identification numbers to the Utility by PEGI shall at all times be considered confidential and proprietary.

**8. PROGRAM CHANGES .** PEGI reserves the right to make changes to the Program. PEGI will notify Utility of such changes by email or another nationally recognized mail carrier.

**9. MISCELLANEOUS.**

**(a) Indemnity.** Utility will indemnify, hold harmless, and defend BPA, PEGI and, their respective officers, employees, agents, representatives, and affiliates against any and all losses, liabilities, damages, claims, suits, proceedings, judgments, assessments, costs, and expenses (including interest and penalties), and including reasonable attorney fees and expenses, incurred by BPA and PEGI arising from (i) negligent or wrongful acts or omissions of the Utility or of its officers, employees, agents, representatives, or subcontractors, affiliates, or (ii) breach by Utility or its officers, employees, agents, representatives, subcontractors, or affiliates of this Agreement.

PEGI shall defend, indemnify and hold harmless Utility, and its respective employees, agents, officers and directors, from and against any losses, liabilities, damages, claims, damages, proceedings, judgments, assessments, costs and expenses (including interest and penalties), and including reasonable attorney fees and expenses arising out of, or resulting from any act or omission of PEGI relating to, or arising out of, performance or nonperformance of this Agreement by PEGI, except to the extent such act or omission is due to the negligence of Utility or its subcontractors or any other third party.

The parties specifically agree that the provisions of this Section also apply to any claim of injury or damage to the persons or property of the Utility's employees. Utility acknowledges and agrees that, as to such claims, Utility, with respect to PEGI waives any right of immunity which Utility may have under any applicable law. This waiver was specifically negotiated by the Parties, is solely for the benefit of the Parties and their successors and assigns, and is not intended as a waiver of Utility's right of immunity under said industrial insurance for any other purpose.



**(b) Attorney's Fees.** In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney's fees incurred.

**(c) Notices.** Except as otherwise provided in the Agreement, all notices or other communications under this Agreement must be in writing and delivered to the addresses, including e-mail addresses, below the signatures to this Agreement. Such addresses may be changed by notice given by such party to the other pursuant to this section or by other form of notice agreed to by the parties.

**(d) Assignment.** Neither party may assign, voluntarily, or by operation of law, or otherwise, any rights or delegate any duties under this Agreement without the other Party's prior written consent. Any attempt to do so without that consent will be void.

**(e) Entire Agreement; Counterparts.** This Agreement contains the entire agreement of the parties regarding the subject matter described of the Agreement, and all other promises, representations, understandings, arrangements and prior agreements related to this Agreement are merged and superseded by this Agreement. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought. This Agreement may be executed in two (2) or more counterparts, all of which will constitute but one and the same instrument.

**(f) Governing Law; Jurisdiction and Venue.** This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Oregon, without reference to its conflicts of law principles. Utility irrevocably consents to the jurisdiction of the state and federal courts located in the State of Oregon, USA, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum. Utility further agrees that it will not initiate any action against P E C I in any other jurisdiction.

**(f) Severability.** Should any provision of this Agreement be held by a tribunal of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

**(g) Waiver of Breach.** The failure of either party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the party under this Agreement, shall not be construed as a waiver of such party's right to enforce strict performance in the same or any other instance.

**(h) Representation on Authority of Signatory.** The individual signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of Recipient. The Recipient represents and warrants that the execution and delivery of this Agreement and Recipient's obligations under this Agreement have been duly authorized and that the Agreement is



a valid and legal agreement binding on Recipient and enforceable in accordance with its terms.

**(i) Disclaimer.** PECI’S REVIEW OF THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF INSTALLATIONS SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY OR RELIABILITY OF THE INSTALLATIONS. CUSTOMERS AND CONTRACTORS ARE SOLELY RESPONSIBLE FOR THE ECONOMIC AND TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY AND RELIABILITY OF ALL INSTALLATIONS. PECI SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED REVENUE, PROFITS, OR GOODWILL, WHETHER ARISING IN NEGLIGENCE, BREACH OF CONTRACT, OR UNDER STATUTE OR RULE.

The parties, by their respective duly authorized representatives, have executed this Agreement on the date shown below. This Agreement shall not bind either party until executed by both parties.

PECI

Utility

Portland Energy Conservation, Inc.

\_\_\_\_\_

By: \_\_\_\_\_  
Dana Cofer  
Director

By: \_\_\_\_\_  
?????  
Acting City Manager:

Notice Address:  
100 SW Main St., Suite 1600  
Portland, OR 97204  
Attention: Dan McDonald  
Phone: (503) 575-4179  
Email: dmcdonald@peci.org

Notice Address:  
321 E 5<sup>th</sup> Street  
Port Angeles, WA 98362  
E-mail:conservation@cityofpa.us  
Work: (360) 417-4718

With a copy to:  
100 SW Main St., Suite 1500  
Portland, OR 97204  
Attention: Joe Mattoon  
Phone: (503) 248-4636  
Email: jmattoon@peci.org



**EXHIBIT A**  
**Energy Smart Grocer Program Sign-up Form**

## Energy Smart Grocer Program Sign-up Form FY2012-FY2013

Date: \_\_\_\_\_ Is this a revision?  Yes  No

*Email completed form to your EER and COTR. Upon COTR written acknowledgement of your completed form, your information will be forwarded to PECI.*

### 1. Customer Information

Customer: City of Port Angeles

Contact Person: Bob Kajfasz Phone: 360-417-4718 Email: conservation@cityofpa.us

### 2. Option Election

*Select one option below. Under all options, PECI is responsible for rebate processing and check issuance, post-installation checks as required, management of required back-up documentation and uploading project data to EE Central.*

- BPA Turnkey Option (funded by the Energy Conservation Agreement Implementation Budget)**  
*The COTR will make a reduction to the customer's Energy Conservation Agreement Implementation Budget, Exhibit A, in an amount equal to elected funding. BPA will reimburse PECI for incentives paid to end users in the customer's service territory and will review PECI submissions in EE Central for acceptability.*
- Self-funded Turnkey Option (funded by the customer's own funds)**  
*Customers will use their own funds to reimburse PECI for incentives paid to end users in their service territory and will review PECI submissions in EE Central for acceptability.*
- Combined BPA Turnkey Option and Self-funded Turnkey Option**  
*Customers will initially be enrolled in the BPA Turnkey Option, and when the BPA Turnkey Option funding is depleted, they will be automatically transitioned into the Self-funded Turnkey Option. Customers electing this option must complete funding amounts in section 3 for both the BPA Turnkey Option and the Self-funded Turnkey Option.*

### 3. Funding Amount (FY2012-FY2013)

*Provide the funding amount(s) (below) for the program option selected above. Customers must commit a minimum of \$25,000 or be approved for participation by PECI. Approved customers will receive a service agreement from PECI. Non-approved customers will be notified by BPA, and BPA engineers will help customers deliver deemed refrigeration measures outside the Energy Smart Grocer Program.*

BPA Turnkey Amount (ECA):     \$50,000

Self-Funded Turnkey Amount:     \$\_\_\_\_\_

Total Funding:                     \$\_\_\_\_\_

Total Funding Level	Service Description
\$50,000.00 and above	PECI will (1) perform a minimum of two visits per fiscal year (to contractors and/or end users) in customer's service territory, (2) perform requested audits within 60 days of request, (3) provide deemed and calculated measures and (4) provide inspections for projects with total costs over \$10,000.00.
\$49,999.99 and under	PECI may perform one visit (to a contractor/end user) in customer's service territory and will provide (1) a minimum of one end-user outreach training for customer staff (at customer's request), (2) deemed measures only, and (3) audits, calculated measures and post installation inspections on a case- by-case basis at PECI's discretion.

### 4. Program Scope

*Program scope automatically includes core refrigeration energy efficiency measures, including lighting in refrigerated spaces, in all potential end-user types (e.g., grocery/convenience stores, restaurants, schools, and other commercial refrigeration equipped facilities). Select additional program components by checking the boxes below.*

- Interior and exterior lighting in other areas if a refrigeration project is completed or pursued
- New construction (only in buildings equipped with refrigeration)
- Existing building commissioning (only in buildings equipped with refrigeration)
- HVAC (only in buildings equipped with refrigeration)



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**Utility Advisory Committee Memo**

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**Date:** May 8, 2012

**To:** Utility Advisory Committee

**From:** Larry Dunbar, Deputy Director of Power Systems  
Rick Hostetler, Customer Services Manager  
Phil Lusk, Power Resources Manager

**Subject:** Utility Discount Ordinance Amendments

**Summary:** The City provides discounts to qualified low-income senior and low-income disabled residents receiving electric, water, wastewater, solid waste collection, stormwater, and medic I utility services. The enabling ordinance was created in 1980, was last updated in 1992, and City Council recently provided guidance to staff on proposed ordinance amendments.

**Recommendation:** Forward a favorable recommendation to City Council to proceed with a public hearing to amend the Utility Discount Ordinance for the Electric, Water, Wastewater, Solid Waste Collection, Stormwater, and Medic I Utilities.

**Background/Analysis:** At the direction of the Utility Advisory Committee, staff recently discussed and provided information on the utility discount ordinance on December 14, 2010, March 8, 2011, December 13, 2011, March 13, 2012, and on April 24, 2012 at the City Council work session. Staff received general guidance from City Council at the work session indicating their support of the following ordinance amendments:

1. Simplifying the income requirements to be consistent with federal poverty guidelines, adjusted for household size,
2. Expanding the number of eligible low-income customers by eliminating the senior and disabled requirements,
3. Simplifying the discount calculation from 4 levels (5%, 10%, 20% and 30% based on income) to 1 level (the proposed percent discount is yet to be determined),
4. Clarifying that participation in conservation programs is only required when the applicant is the property owner and if the conservation program is available at no charge, and
5. Eliminating the requirement to participate in the average payment program.

Staff predicts that if proposed ordinance amendments 1 and 2 above are adopted, that the number of qualifying low-income customers could significantly increase (from 340 customers up to 1,600 customers based on the last census).

Another consideration is if the utility discount ordinance should continue for all utilities or revert back to the 1980 ordinance that only provided Electric Utility discounts (which provides State tax benefits). The total annual subsidy for all utilities last year was \$116,000 and if the discounts were only provided by the Electric Utility there would be a \$33,000 annual savings. If a similar discount is provided to 1,600 customers the increased annual subsidy for all utilities would approach \$400,000.

The final consideration is if the current \$28.40 overall average monthly discount (including 4 discount levels) should be the proposed discount in the ordinance amendment. A total of 180 customers currently receive 20% and 30% discounts and have an average monthly discount of \$43.86 and \$65.80, respectively, and would be negatively impacted. However, the number of qualifying low-income customers would significantly increase and benefits would be available to additional households.

Following a presentation on the key policy issues including the estimated rate impacts for non-participants, staff will seek the recommendation of the Utility Advisory Committee at today's meeting to City Council to proceed with a public hearing on the utility discount ordinance amendments.

Staff will return to the Utility Advisory Committee on June 12, 2012 requesting a recommendation to City Council on the key policy issues and to adopt the ordinance amendments. The key policy issues are:

- A. Anticipating a significant increase in qualifying low-income customers, a rate adjustment for non-participants will need to be considered during this year's utility rate study and an annual subsidy budget limit needs to be established.
- B. Should the current \$28.40 overall average monthly discount be continued or a lower or higher discount be established?
- C. Should the utility discount continue to be included in the rates of all non-participating utility customers or only in the rates of residential customers?
- D. Should the utility discount continue to apply to all utilities or only be available for electric utility customers? Preliminary draft ordinance amendments are attached for both options, which will be reviewed by the City Attorney prior to the public hearing. Additional sub-options are if utility discounts should be applied to base charges and/or consumption charges for the electric and water utilities.

The proposed City Council public hearing is June 5, 2012 for a presentation and to allow public input to the process after the presentation. The public hearing would be continued to June 19, 2012 at which time the public hearing will be closed. The proposed amendments would be effective in January of 2013.

Attachments: Preliminary draft utility discount ordinance amendments – all utilities  
Preliminary draft utility discount ordinance amendments – electric utility only

**PRELIMINARY DRAFT FOR ELECTRIC UTILITY DISCOUNTS ONLY – OPTION A**

CHAPTER 13.20 - UTILITY DISCOUNT FOR LOW-INCOME ~~RESIDENTS SENIOR CITIZENS AND DISABLED~~  
~~CITIZENS~~

13.20.010 - Purpose and findings.

13.20.020 - Definitions.

13.20.030 - Utility discount.

13.20.040 - Information to be made available.

13.20.050 - Qualifications for utility discount.

13.20.060 - Application for discount.

13.20.070 - Calculation of discount.

13.20.080 - Penalty for false information.

13.20.010 - Purpose and findings.

The City Council of the City of Port Angeles finds that it is appropriate for the City of Port Angeles to provide a discount against utility charges to low income ~~elderly and disabled~~ residents of the City. The Council further finds that this discount should be accompanied by energy conservation programs.

13.20.020 - Definitions.

A. "Utility discount" means a discount granted pursuant to the terms of this chapter to a low-income ~~residents senior citizen or a low-income disabled citizen,~~ the amount of which is applied against outstanding obligations of the ~~citizen resident~~ to the City of Port Angeles for residential electric utility services.

B. "Low-income ~~senior citizen~~resident" means a person who:

1. Resides within the City of Port Angeles;
- ~~2. Is 62 years of age or older;~~
- ~~3.~~ 2. Receives residential utility services from the City of Port Angeles;
4. Is the head of a household;
5. Has a total income, including that of his or her spouse or co-tenant, which does not exceed 100% of the U.S. Department of Health & Human Services poverty guidelines

~~adjusted for household size the amount specified in RCW 84.36.381(5)(b),~~ as now or hereafter amended.

~~C. "Low income disabled citizen" means a person who:~~

- ~~1. Resides within the City of Port Angeles;~~
- ~~2. Receives utility services from the City of Port Angeles;~~
- ~~3. Is the head of a household;~~
- ~~4. Qualifies for special parking privileges under RCW 46.16.381(1) through (f), or a blind person as defined in RCW 74.18.020, and whose income, including that of his or her spouse or co-tenant, does not exceed the amount specified in RCW 70.164.020(4), or a person who qualifies for supplemental social security benefits due to a disability.~~

13.20.030 - Utility discount.

There is authorized a utility discount for each calendar year commencing January 1, ~~1992~~2013, which discount shall be applied to the monthly utility bills of qualified low-income ~~residents senior citizens and low income disabled citizens,~~ in accordance with the terms of this chapter.

13.20.040 - Information to be made available.

The City's Customer Service Manager shall maintain at all times the following information which shall be current and applicable to current applications for, and awards of, utility discounts under the terms of this chapter:

- A. A list of all Federal, State or local energy-related programs which are available to provide fiscal assistance to low-income ~~residents senior and disabled citizens,~~ for which certification of application must be made by an applicant;
- B. A list of all conservation or consumption reduction programs of the City that are available at no charge to low-income residents for which an applicant for a utility discount ~~must agree to apply~~is the property owner, and the requirements for each such program;
- C. Current application forms.

13.20.050 - Qualifications for utility discount.

A. Each recipient of a utility discount must meet the following criteria:

1. Be a low-income resident ~~senior or disabled citizen~~, as defined in section 13.20.020

2. Certify that he or she has completed an application for and has either received or been denied, aid for all Federal ~~and, State, or local utility-related~~ programs available to provide fiscal assistance to low-income ~~senior or disabled citizens~~residents;
  3. Agree to participate in available conservation or consumption reduction programs of the City that are available at no charge to a low-income resident that is the property owner.
  - ~~4. Agree to participate in the City's average payment program.~~
- B. Failure of the applicant to participate in an available conservation or consumption reduction program that are available at no charge to low-income residents that are the property owner, after receipt of a utility discount, shall constitute a basis for denial by the City of participation in the utility discount program during the ensuing years until such conservation or consumption reduction measures are installed.

13.20.060 - Application for discount.

- A. Applications for utility discounts shall be obtained from and filed with the City's Customer Service Manager.
- B. Submission of an application for a utility discount shall constitute a verification by the applicant that all information provided in such application is true and correct to the best of the applicant's knowledge.

~~13.20.70~~ 13.20.070 - Calculation of discount.

Calculation of the amount of the utility discount for eligible low-income ~~residents senior or disabled citizens~~ shall be in accordance with the following procedure:

- A. ~~The electric utility monthly base charge shall be discounted by 40%. The amount available shall be a percentage of the monthly utility bill. The percentage shall be based on the citizen's annual income in accordance with the following:~~
  - ~~1. \$0.00—\$7,999.00 annual income 30% discount~~
  - ~~2. \$8,000.00—\$11,500.00 annual income 20% discount~~
  - ~~3. \$11,501.00—\$17,500.00 annual income 10% discount~~
  - ~~4. \$17,501.00—\$21,000.00 annual income 5% discount~~
- B. ~~The electric utility monthly consumption charges shall be discounted by 40%. The amount of discount to be received by any individual shall be reduced by the amount which the total subsidy, including grants from other (e.g., Federal) sources, exceeds the customer's utility bill.~~
- C. If the utility discount budget established by City Council is depleted prior to the end of each year, the City Council shall determine if utility discounts shall continue during the remainder of each year.

13.20.080 - Penalty for false information.

The willful provision to the City of false information in an application for utility discount shall forfeit the low-income ~~resident's senior or disabled citizen's~~ eligibility for future credits. Additionally, the low-income ~~resident senior or disabled citizen~~ shall be required to repay the amount of any utility discount received based upon such false information.

**PRELIMINARY DRAFT FOR ELECTRIC, WATER, WASTEWATER, SOLID WASTE COLLECTION,  
STORMWATER, AND MEDIC I UTILITY DISCOUNTS – OPTION B**

CHAPTER 13.20 - UTILITY DISCOUNT FOR LOW-INCOME ~~RESIDENTS SENIOR CITIZENS AND DISABLED~~  
~~CITIZENS~~

13.20.010 - Purpose and findings.

13.20.020 - Definitions.

13.20.030 - Utility discount.

13.20.040 - Information to be made available.

13.20.050 - Qualifications for utility discount.

13.20.060 - Application for discount.

13.20.070 - Calculation of discount.

13.20.080 - Penalty for false information.

13.20.010 - Purpose and findings.

The City Council of the City of Port Angeles finds that it is appropriate for the City of Port Angeles to provide a discount against utility charges to low income ~~elderly and disabled~~ residents of the City. The Council further finds that this discount should be accompanied by energy conservation programs.

13.20.020 - Definitions.

A. "Utility discount" means a discount granted pursuant to the terms of this chapter to a low-income ~~residents senior citizen or a low income disabled citizen,~~ the amount of which is applied against outstanding obligations of the ~~citizen resident~~ to the City of Port Angeles for residential electric, water, wastewater, solid waste collection, stormwater, and medic I utility services.

B. "Low-income ~~senior citizen~~resident" means a person who:

1. Resides within the City of Port Angeles;
- ~~2. Is 62 years of age or older;~~
- ~~3.~~ 2. Receives residential utility services from the City of Port Angeles;
4. Is the head of a household;
5. Has a total income, including that of his or her spouse or co-tenant, which does not exceed 100% of the U.S. Department of Health & Human Services poverty guidelines

~~adjusted for household size~~ the amount specified in RCW 84.36.381(5)(b), as now or hereafter amended.

~~C. "Low income disabled citizen" means a person who:~~

- ~~1. Resides within the City of Port Angeles;~~
- ~~2. Receives utility services from the City of Port Angeles;~~
- ~~3. Is the head of a household;~~
- ~~4. Qualifies for special parking privileges under RCW 46.16.381(1) through (f), or a blind person as defined in RCW 74.18.020, and whose income, including that of his or her spouse or co-tenant, does not exceed the amount specified in RCW 70.164.020(4), or a person who qualifies for supplemental social security benefits due to a disability.~~

13.20.030 - Utility discount.

There is authorized a utility discount for each calendar year commencing January 1, ~~1992~~2013, which discount shall be applied to the monthly utility bills of qualified low-income ~~residents senior citizens and low income disabled citizens~~, in accordance with the terms of this chapter.

13.20.040 - Information to be made available.

The City's Customer Service Manager shall maintain at all times the following information which shall be current and applicable to current applications for, and awards of, utility discounts under the terms of this chapter:

- A. A list of all Federal, State or local energy-related programs which are available to provide fiscal assistance to low-income ~~residents senior and disabled citizens~~, for which certification of application must be made by an applicant;
- B. A list of all conservation or consumption reduction programs of the City ~~that are available at no charge to low-income residents~~ for which an applicant for a utility discount ~~must agree to apply~~ is the property owner, and the requirements for each such program;
- C. Current application forms.

13.20.050 - Qualifications for utility discount.

A. Each recipient of a utility discount must meet the following criteria:

1. Be a low-income ~~resident senior or disabled citizen~~, as defined in section 13.20.020

2. Certify that he or she has completed an application for and has either received or been denied, aid for all Federal ~~and, State, or local utility-related~~ programs available to provide fiscal assistance to low-income ~~senior or disabled citizens~~ residents;
  3. Agree to participate in available conservation or consumption reduction programs of the City that are available at no charge to a low-income resident that is the property owner.
  - ~~4. Agree to participate in the City's average payment program.~~
- B. Failure of the applicant to participate in an available conservation or consumption reduction program that are available at no charge to low-income residents that are the property owner, after receipt of a utility discount, shall constitute a basis for denial by the City of participation in the utility discount program during the ensuing years until such conservation or consumption reduction measures are installed.

13.20.060 - Application for discount.

- A. Applications for utility discounts shall be obtained from and filed with the City's Customer Service Manager.
- B. Submission of an application for a utility discount shall constitute a verification by the applicant that all information provided in such application is true and correct to the best of the applicant's knowledge.

13.20.070 - Calculation of discount.

Calculation of the amount of the utility discount for eligible low-income ~~residents senior or disabled citizens~~ shall be in accordance with the following procedure:

- ~~A.~~ A. The electric utility monthly base charge shall be discounted by 25%. The amount available shall be a percentage of the monthly utility bill. The percentage shall be based on the citizen's annual income in accordance with the following:
  - ~~1. \$0.00—\$7,999.00 annual income 30% discount~~
  - ~~2. \$8,000.00—\$11,500.00 annual income 20% discount~~
  - ~~3. \$11,501.00—\$17,500.00 annual income 10% discount~~
  - ~~4. \$17,501.00—\$21,000.00 annual income 5% discount~~
- B. The water utility monthly customer charge shall be discounted by 25%. The amount of discount to be received by any individual shall be reduced by the amount which the total subsidy, including grants from other (e.g., Federal) sources, exceeds the customer's utility bill.
- C. The wastewater utility monthly customer charge shall be discounted by 25%.

D. The solid waste collection utility monthly rate for either weekly or every-other-week collection shall be discounted by 25%.

E. The stormwater utility monthly charge shall be discounted by 25%.

F. The medic I utility monthly service fee shall be discounted by 25%.

G. If the utility discount budget established by City Council is depleted prior to the end of each year, the City Council shall determine if utility discounts shall continue during the remainder of each year.

13.20.080 - Penalty for false information.

The willful provision to the City of false information in an application for utility discount shall forfeit the low-income ~~resident's senior or disabled citizen's~~ eligibility for future credits. Additionally, the low-income ~~resident senior or disabled citizen~~ shall be required to repay the amount of any utility discount received based upon such false information.