

NON-RESIDENTIAL LIGHTING AGREEMENT



CUSTOMER INFORMATION:

CUSTOMER NAME: _____ MEC ACCOUNT#: _____

INCENTIVE PAYEE NAME: _____

BUSINESS TYPE: CORPORATION INDIVIDUAL/SOLE PROPRIETORSHIP LIMITED LIABILITY COMPANY

PARTNERSHIP OTHER: _____

TAX ID: _____ SSN: _____ OR EMPLOYEE ID NUMBER: _____ - _____

CONTACT PERSON: _____ PHONE: _____

INSTALLATION ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PROJECT TYPE:

EXISTING BUILDING LIGHTING RETRO-FIT NEW CONSTRUCTION PROJECT

ELECTRICAL CONTRACTOR:

BUSINESS NAME: _____ CONTACT PERSON: _____

PHONE: _____

LIGHTING SUPPLIER/CONSULTANT(if applicable):

DEALER NAME: _____ PHONE: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BEFORE INSTALLING ANY EQUIPMENT, AN MEC REPRESENTATIVE MUST COMPLETE A SITE VISIT IN ORDER TO OBTAIN A DETAILED INVENTORY OF THE EXISTING LIGHTING. ALL PROPOSED WORK MUST BE ENTERED INTO THE MOST CURRENT VERSION OF THE BONNEVILLE POWER ADMINISTRATION (BPA) LIGHTING CALCULATOR AND SUBMITTED TO MEC FOR APPROVAL. ONCE THE APPLICATION AND BPA LIGHTING CALCULATOR ARE RECEIVED AND APPROVED, AN APPROVAL WILL BE SENT TO THE CONSUMER AND/OR CONTRACTOR. AFTER RECEIVING MEC APPROVAL, INSTALLATION OF NEW EQUIPMENT MAY BEGIN.

PLEASE RETURN THE COMPLETED APPLICATION TO:

QUESTIONS? CALL 541-6333

MISSOULA ELECTRIC COOPERATIVE
ATTN: DAN ROGERS
1700 W BROADWAY
MISSOULA, MT 59808

THE BUDGET FOR THIS PROGRAM IS LIMITED, THEREFORE MISSOULA ELECTRIC COOPERATIVE MUST PRE-APPROVE ALL PROJECTS. FACILITIES MUST BE CONNECTED TO MISSOULA ELECTRIC COOPERATIVE'S DISTRIBUTION SYSTEM. THIS PROGRAM IS SUBJECT TO MODIFICATION OR TERMINATION WITHOUT NOTICE. PLEASE CALL FOR MORE INFORMATION.

Missoula Electric Cooperative is an equal opportunity provider and employer.

THIS APPLICATION AND AGREEMENT ONCE SIGNED BY BOTH PARTIES SHALL CONSTITUTE A BINDING AND ENFORCEABLE AGREEMENT BETWEEN THEM.

THE CUSTOMER AGREES:

1. TO IMPLEMENT THE PROJECT IN ACCORDANCE WITH ALL APPLICABLE BUILDING, ELECTRICAL, ENVIRONMENTAL AND HEALTH AND SAFETY REGULATIONS IMPOSED BY FEDERAL, STATE AND LOCAL LAWS, CODES AND ORDINANCES, INCLUDING BUT NOT LIMITED TO THE DISPOSAL OF LIGHTING FIXTURES, BALLASTS AND BULBS WHERE APPLICABLE. WHEN INSTALLING NEW LINEAR FLUORESCENT EQUIPMENT, CUSTOMER/CONTRACTOR AGREES TO INSTALL HIGH PERFORMANCE T8 LAMPS AND BALLASTS LISTED ON THE CONSORTIUM FOR ENERGY EFFICIENCY (CEE) LIST OF COMMERCIAL LIGHTING PRODUCTS.
2. TO PROVIDE MEC WITH ANY INFORMATION REQUESTED THAT IS REASONABLY REQUIRED TO OPERATE AND ADMINISTER THIS AGREEMENT. SUCH INFORMATION IS TO BE PROVIDED IN A TIMELY MANNER.
3. TO PROVIDE MEC WITH A PROJECT ESTIMATE LISTING THE LOCATIONS, NUMBER AND TYPE OF LAMPS, BALLASTS AND FIXTURES TO BE REMOVED AS WELL AS A LIST OF ALL EQUIPMENT PROPOSED FOR INSTALLATION.

EXAMPLE:

LOCATION:	CONFERENCE ROOM
EXISTING:	12 2-LAMP T12 FLUORESCENT FIXTURES W/ MAGNETIC BALLAST & F40T12 LAMPS
PROPOSED:	12 2-LAMP T8 RETRO KITS W/ ELECTRONIC BALLAST / F32 T8HP LAMPS / OCC. SENSOR

4. TO COMPLETE THE PROJECT WITHIN THE TIMELINE DESCRIBED IN THIS AGREEMENT UNLESS OTHERWISE AGREED BY THE PARTIES, BUT IN NO CASE, TO BE LATER THAN SIX MONTHS AFTER THE DATE OF THIS AGREEMENT.
5. TO PROVIDE THE FOLLOWING INFORMATION AT THE TIME THE PROJECT IS SUBMITTED TO MEC FOR REBATE PROCESSING:
 - A. EQUIPMENT/CONTRACTOR INVOICE(S) SHOWING FINAL PROJECT COST (THE FINAL PROJECT COST MAY INCLUDE THE PRICE OF MATERIALS, LABOR, PERMITS AND DISPOSAL FEES.)
 - B. CUT SHEETS FOR LAMPS AND BALLASTS INSTALLED.
 - C. DOCUMENTATION DETAILING HOW EXISTING LAMPS AND BALLASTS WERE DISPOSED OF INCLUDING WEATHER BALLASTS CONTAINED PCBs.
6. AN MEC REPRESENTATIVE SHALL INSPECT THE COMPLETED INSTALLATION TO VERIFY ACCORDANCE WITH APPROVED PROJECT SPECIFICATIONS.
7. MEC RESERVES THE RIGHT TO SUSPEND PAYMENT TO CUSTOMER IF THE CUSTOMER FAILS TO COMPLETE THE PROJECT OR FAILS TO COMPLY WITH THE PROVISIONS OF THIS AGREEMENT, OR IF BONNEVILLE POWER ADMINISTRATION FAILS TO MAKE PAYMENT TO MEC BASED UPON A FAILURE OF THE CUSTOMER TO COMPLY WITH THE TERMS OF THE AGREEMENT.

NEITHER PARTY HERETO IS THE AGENT OR PRINCIPAL FOR THE OTHER, NOR ARE THEY PARTNERS OR ENGAGED IN JOINT VENTURES. IF ANY TERM OF THIS AGREEMENT IS FOUND TO BE INVALID BY A COURT OF COMPETENT JURISDICTION, THEN SUCH TERM SHALL REMAIN IN FORCE TO THE MAXIMUM EXTENT PERMITTED BY THE LAW. ALL OTHER TERMS SHALL REMAIN IN FORCE UNLESS THAT TERM IS DETERMINED NOT TO BE SEVERABLE FROM ALL OTHER PROVISIONS OF THIS AGREEMENT BY SUCH COURT. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF MONTANA, AND THE PARTIES AGREE THE PROPER VENUE SHALL BE THE DISTRICT COURT OF MISSOULA COUNTY.

CUSTOMER SIGNATURE _____ DATE _____

MEC REPRESENTATIVE SIGNATURE _____ DATE _____

CONTACT DAN ROGERS AT MISSOULA ELECTRIC COOPERATIVE AT 541-6333 WHEN THE INSTALLATION IS COMPLETE TO SCHEDULE A POST-INSTALLATION INSPECTION. WHEN ALL REQUIRED DOCUMENTATION IS RECEIVED AND MEC INSPECTS THE INSTALLATION, REBATE WILL BE FILED FOR PAYMENT. EXPECT 6 TO 8 WEEKS PROCESSING TIME.

FOR OFFICE USE ONLY

APPROVAL AMOUNT _____

DATE RECEIVED: _____ DATE APPROVED: _____ DATE VERIFIED _____

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A WALK-THROUGH OF THE FACILITY WILL BE REQUIRED BEFORE ANY WORK MAY BEGIN, TO INVENTORY EXISTING LIGHTING SCHEME INCLUDING: QUANTITY OF FIXTURES, LAMP AND BALLAST TYPE AND HOURS OF OPERATION. ONCE THE INITIAL WALK-THROUGH IS COMPLETED, THE ELECTRICAL CONTRACTOR WILL NEED TO SUBMIT A BPA LIGHTING CALCULATOR TO MEC FOR REVIEW AND APPROVAL. IN THE EVENT THE CONTRACTOR IS UNABLE TO COMPLETE THE CALCULATOR, MEC WILL BE HAPPY TO ASSIST WITH ITS COMPLETION.

MEC RESERVES THE RIGHT TO INSPECT ALL EQUIPMENT AT TIME OF INSTALLATION TO VERIFY THAT IT MATCHES THE EQUIPMENT APPROVED. AFTER THE PROJECT IS COMPLETE, A POST-INSTALLATION WALK-THROUGH WILL BE REQUIRED TO VERIFY ALL EQUIPMENT WAS INSTALLED AS SPECIFIED BY THE CONTRACTOR AND AS APPROVED BY MEC.

MEMBER AND/OR ELECTRICAL CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING THE FOLLOWING INFORMATION AND DOCUMENTATION NECESSARY TO PROCESS COMMERCIAL LIGHTNING REBATE:

LAMPS:

_____ MANUFACTURER NAME AND
MODEL NUMBER

_____ QUANTITY OF LAMPS
TO BE INSTALLED

_____ WATTAGE OF LAMPS

_____ LAMP CUT-SHEETS

BALLASTS:

_____ MANUFACTURER NAME AND
MODEL NUMBER

_____ QUANTITY OF BALLASTS
TO BE INSTALLED

_____ BALLAST CUT-SHEETS

NEW FIXTURES:

_____ MANUFACTURER NAME AND
MODEL NUMBER

_____ QUANTITY OF NEW FIXTURES
TO BE INSTALLED

DISPOSAL OF OLD EQUIPMENT:

_____ DISPOSAL STATEMENT FOR LAMPS AND BALLASTS INCLUDING STATEMENT OF PCB CONTENT

_____ INVOICE DOCUMENTING RECYCLING OF ANY PCB BALLAST AND/OR RECYCLING OF LAMPS

ONCE THE PROJECT IS COMPLETE AND HAS BEEN INSPECTED BY AN MEC REPRESENTATIVE, AND MEMBER HAS PROVIDED MEC WITH ALL DOCUMENTATION REQUIRED, AN INCENTIVE REQUEST WILL BE FILED WITH BONNEVILLE POWER ADMINISTRATION. INCENTIVE PAYMENT WILL BE DISBURSED ONE MONTH AFTER FINAL BPA APPROVAL.

