

SE Idaho Airshed Woodstove Changeout Program Participant Support Cost Agreement

This agreement is made between the **Participant** and the **Idaho Department of Environmental Quality (DEQ)**.

I. Authority:

In June of 2016, DEQ received Supplemental Environmental Project (SEP) funds from the J. R. Simplot Company—Don Siding Plant for the implementation of a woodstove changeout program.

II. General Purpose:

The purpose of this program is to reduce emissions from wood-burning sources within the SE Idaho. DEQ will provide vouchers for rebates to qualified homeowners located in Bannock, Bear Lake, Caribou, Franklin, Oneida, and Power Counties for the purchase of lower emission upgrades to existing wood-burning appliances as described in Table 1.

III. Scope of Agreement / Description of Activities

DEQ agrees to provide vouchers for maximum rebates of up to \$500 for the purchase of low emission qualifying heating appliances (not to exceed the cost of the purchase and installation). In order to be eligible for a rebate under this agreement, all existing and replacement appliances must meet the general requirements specified in Table 1.

Table 1 Allowable Replacements

Qualifying Device Replacement Program*		
Existing Device	New Device	Maximum Rebate Amount
Any non-EPA certified wood appliance	EPA-certified wood or pellet appliance, a gas or propane appliance	\$500
EPA-certified wood or pellet appliance 20 years old or older	EPA-certified wood or pellet appliance, a gas or propane appliance	\$500
EPA-certified wood appliance less than 20 years old	Gas or propane appliance	\$500

*Gas stoves, gas inserts, gas fireplaces or appliances with a gas log are not eligible for replacement through this program. Gas fireplaces and appliances that are used exclusively for

esthetic or decorative use are not eligible as a replacement appliance under this program. The recipient agrees that the replacement appliance must meet heating needs and will perform the same function and operation as the old appliance that is being replaced. New certified wood or pellet appliances must be identified on the current list of EPA-Certified Wood Heaters to be eligible for replacement: <https://www.epa.gov/compliance/list-epa-certified-wood-stoves>.

IV. Participating Requirements

To be eligible for reimbursement, the Participant must:

1. Be a certified or licensed professional installer (i.e. HVAC certified per Idaho Code §54-5011).
2. Provide the homeowner options of new heating appliances; electric, gas, propane, oil and/or wood burning (from EPA-certified list <https://www.epa.gov/compliance/list-epa-certified-wood-stoves>).
3. Provide an estimate to the homeowner for the total cost of installation of a new qualifying heating unit. The estimate should include costs of new appliance, costs of labor, and costs of parts, DEQ rebate amount, and homeowner approval.
4. Obtain necessary permits and schedule installation with the homeowner.
5. Install the homeowner's new heating appliance as specified in the estimate and in accordance with all applicable laws/codes.
6. After installation of the new heating appliance, take a front view photo of the new heating appliance.
7. Participant must provide the homeowner with owner's manual (for all appliance installs). In addition, the Participant shall provide DEQ education materials to homeowners installing a wood-burning appliance.
8. Participant must take old heating appliance to approved recycler (see DEQ Recycler List: <http://www.deq.idaho.gov/air-quality/burning/woodstoves/replacements-and-tax-deductions/>)
 - a. Obtain a Proof of Disposal Receipt from the approved recycler.
 - b. Give a completed copy of the Proof of Disposal Receipt to the homeowner
9. Participants must submit invoice to homeowner.
10. Submit a request for reimbursement including the documentation below via email to Clay.Woods@deq.idaho.gov or by mail or in person to the DEQ Pocatello Regional Office, 444 Hospital Way, #300, Pocatello, ID 83201 in accordance with the Billing Procedures outlined in Section VI of this agreement.

V. Title of Equipment

Title of equipment purchased/obtained under this agreement will vest with the homeowner.

VI. Billing Procedures

Amount:

DEQ shall reimburse Participant for up to the designated rebate amount related to the purchase and installation of eligible heating appliances, as detailed in section III of this agreement and designated by the DEQ Homeowner Voucher.

Source Documentation and Requests:

Participant must submit requests for reimbursement to DEQ following completion of installation of new heating device to eligible homeowner. Requests for reimbursement must include:

1. Invoice Cover Sheet completed.
2. Copy of final Homeowner's invoice.
 - a. Homeowner's name and address.
 - b. Date of purchase.
 - c. Cost of new appliance.
 - d. Cost of parts: describe and itemize parts required.
 - e. Cost of labor: describe and itemize work being performed.
 - f. Include rebate amount as described in DEQ Homeowner Voucher.
 - g. Specifications of heating appliance purchased (Year, Make, and Model).
 - h. Installation date of the heating appliance.
3. Copy of the Proof of Disposal Receipt to DEQ.
4. Photo of the newly installed heating appliance.
5. Participant's and any subcontracted installers' HVAC License Number (certificate of competency certificate number per Idaho Code §54-5011). If the named subcontracted installer has an HVAC apprentice certificate of competency of the HVAC licensed individual/entity that is supervising the appliance installation.

Submission of Requests:

Reimbursement requests for participant support costs must be submitted to:

Clay Woods
DEQ – Pocatello Regional Office
444 Hospital Way, #300
Pocatello, ID 83201
Clay.Woods@deq.idaho.gov

VII. Indemnification

Participant shall defend, indemnify and hold harmless the DEQ from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Participant, its employees, agents, or subcontractors under this agreement that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Participant shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the DEQ.

This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

Participant: Idaho Department of Environmental Quality

BY: _____ BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

Date: _____ Date: _____

Mailing Address:

