

Rocky Mountain Power Recommissioning® Program Agreement

(UT Schedule 126)

This Recommissioning Program Agreement ("Agreement") dated [REDACTED] by and between Rocky Mountain Power and [REDACTED] ("Customer") shall be effective only if Customer signs and delivers the Agreement to Rocky Mountain Power at 825 NE Multnomah, #600 – Attn: Energy Efficiency Programs, Portland OR 97232 within 45 days of the date first written above.

Recitals

- a. Rocky Mountain Power makes available energy efficiency incentives (the "Incentive") and recommissioning service costs to eligible Rocky Mountain Power customers who implement recommended electric Recommissioning Measures ("RCMs").
- b. Customer is an existing customer of Rocky Mountain Power on Schedule: [REDACTED] at [REDACTED] (the "Facility").
- c. Rocky Mountain Power has evaluated Customer's use of electricity at the Facility and recommended RCMs ("Recommended RCMs") to improve the efficiency of the Customer's use of electricity.
- d. Information regarding the Recommended RCMs design intent, equipment and operating assumptions is provided in the following document(s), referenced and made a part of this Agreement:
___ Recommissioning Plan dated _____ performed by _____
___ Recommissioning Investigation Report dated _____ performed by _____
___ Recommissioning Verification Report dated _____ performed by _____
___ _____ dated _____ performed by _____
- e. Customer wishes to proceed with the implementation of a bundle of Recommended RCMs (RCM Bundle) identified in Exhibit C, no later than the Required Implementation Date also listed in Exhibit C.
- f. Customer wishes to implement Recommended RCMs totaling a minimum of eighty (80) percent of the estimated annual energy savings target associated with the selected RCM Bundle by the Required Implementation Date. If Customer fails to implement RCMs associated with 80% of the estimated annual energy savings, Customer may be required to reimburse Rocky Mountain Power Recommissioning service costs in accordance with Exhibit C.
- g. Customer wishes to qualify for, and Rocky Mountain Power wishes to set out the terms whereby Customer may qualify for, the Incentive and recommissioning services in connection with Customer's implementation of all Recommended RCMs in the selected RCM Bundle.



THEREFORE, Rocky Mountain Power and Customer agree as follows:

Agreement

1. Definitions. All capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Utah Tariff Schedule 126 in effect as of the date above, and hereby incorporated by reference into and made a part of this Agreement. All provisions of the Tariff Schedule apply to this Agreement. The following terms used in this Agreement shall be defined as follows:
 - 1.1. “Recommissioning Project Incentive” shall mean Recommissioning services and, if deemed appropriate by the Program Administrator, Company paid incentives as described in Tariff Schedule 126.
 - 1.2. “Recommended RCMs” shall mean the individual RCMs specified in the Investigation Report in Exhibit A.
 - 1.3. “Recommended RCM Costs” shall mean reasonable market costs incurred by Customer (net of any discounts, rebates, incentives, or other consideration that reduces Recommended RCM Costs incurred by Customer) to purchase and implement Recommended RCMs at Customer's Facility by the Required Implementation Date. The Recommended RCM costs are stipulated in the Investigation Report in Exhibit A.
 - 1.4. “RCM Bundle” shall mean the selection of Recommended RCMs chosen by Customer and specified in the Investigation Report in Exhibit A.
 - 1.5. “RCM Bundle Costs” shall mean the total of all Recommended RCM Costs for the RCM Bundle selected by Customer and specified in the Investigation Report in Exhibit A.
 - 1.6. “Savings Target” shall mean the minimum electrical energy savings determined by the Rocky Mountain Power Program Administrator (in its sole discretion) achieved through implementing the RCM Bundle. For projects where the estimated electrical energy savings of the RCM Bundle fail to meet the Savings Target, Rocky Mountain Power Program Administrator may revise the Recommissioning Project Scope or reject the project.
 - 1.7. “Measurement and Verification” shall mean the process of monitoring, measuring and /or verifying data related to equipment operation and electrical energy consumption. M&V may be performed with either temporarily or permanently installed data logging equipment. M&V results are subject to Rocky Mountain Power's Program Administrator approval.
2. Qualification for the Incentive; Incentive Limitations.
 - 2.1. To qualify for the Incentive, Customer must:
 - 2.1.1. Permit Rocky Mountain Power's Program Administrator or Rocky Mountain Power's Recommissioning Service Provider to inspect the existing conditions prior to the implementation of any Recommended RCMs and prior to signing this Agreement.
 - 2.1.2. Not later than the Required Implementation Date,
 - 2.1.2.1. Properly implement Recommended RCMs in the RCM Bundle listed in Exhibit A at Customer's Facility associated with at least 80% of the estimated savings target, and,
 - 2.1.2.2. Provide Rocky Mountain Power's Program Administrator with a written notification stating that all of the Recommended RCMs in the RCM Bundle are implemented and operational.



Verification Report, the Incentive specified in Section 2.

be binding upon the parties unless made in writing and signed by both parties.

4. **LIMITATION ON DAMAGES.** Customer shall independently evaluate any advice or direction given by Rocky Mountain Power related to estimates of electricity savings or the cost, selection or implementation of RCMs. IN NO EVENT WILL ROCKY MOUNTAIN POWER BE LIABLE FOR THE FAILURE OF CUSTOMER TO ACHIEVE A SPECIFIED AMOUNT OF ENERGY SAVINGS, THE OPERATION OF CUSTOMER'S FACILITIES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE IMPLEMENTATION OF RECOMMENDED RCMs, AND IN NO EVENT SHALL ROCKY MOUNTAIN POWER'S LIABILITY EXCEED ANY OBLIGATION TO PAY THE INCENTIVE FOR WHICH CUSTOMER IS ELIGIBLE UNDER SECTION 2 OF THIS AGREEMENT.
5. **Toxic Materials.** Rocky Mountain Power and its consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials of any kind in connection with Customer's Facility, including without limitation, asbestos, asbestos products, PCBs, or other toxic substances.
6. **Attorneys' Fees.** If arbitration or litigation is commenced by either party to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees at the arbitration, at trial, on appeal, and on any petition for review.
7. **Entire Agreement/Modification.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall

8. **Disputes/Governing Law.** This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the state where the Facility is located, excluding choice of law rules. Any litigation between the parties shall be prosecuted only in the state or federal courts of the state where the Facility is located.

9. **Direct Payment:** the Incentive to which Customer becomes entitled under this Agreement will be mailed to the Customer at the following address:

Customer Name

Attention

Mailing Address

City, State and Zip



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EXHIBIT B

Assignment of Incentive to a Third Party

The undersigned Customer hereby assigns all of its right, title and interest in the Incentive, subject to the terms and conditions of the Recommissioning Program Agreement dated _____, to the following:

NAME: _____
STREET: _____
CITY, STATE, ZIP: _____
TIN or SSN (required): _____

NOTWITHSTANDING SUCH ASSIGNMENT, RESPONSIBILITY FOR COMPLYING WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTINUE TO BE THE OBLIGATION OF CUSTOMER, AND ROCKY MOUNTAIN POWER'S SOLE OBLIGATION UNDER THIS AGREEMENT SHALL BE TO CUSTOMER. ACCORDINGLY, THE ASSIGNEE SHALL HAVE NO RIGHTS AGAINST ROCKY MOUNTAIN POWER WITH RESPECT TO SUCH ASSIGNMENT OR THE PAYMENT OF THE INCENTIVE, AND, IN THE EVENT THAT ROCKY MOUNTAIN POWER DOES NOT PAY THE INCENTIVE AS A RESULT OF THE CUSTOMER'S FAILURE TO COMPLY WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT, THE ASSIGNEE'S SOLE RECOURSE SHALL BE AGAINST CUSTOMER. CUSTOMER DIRECTS ROCKY MOUNTAIN POWER TO PAY ANY INCENTIVE TO WHICH IT IS ENTITLED TO THE ASSIGNEE, AND CUSTOMER WAIVES ALL RIGHTS TO DIRECTLY RECEIVE ROCKY MOUNTAIN POWER INCENTIVES FOR IMPLEMENTED RCMs SPECIFIED IN THIS AGREEMENT.

Executed on this _____ of _____ 20__

Customer:

By: _____

Name: _____

Title: _____

(This Exhibit only needs to be completed if Customer wants to assign the Incentive payment to a third party.)



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EXHIBIT C

Required Implementation Date

Customer wishes to proceed with the implementation of Bundle [redacted] having an estimated annual energy savings potential of [redacted] kWh/yr and an estimated combined implementation cost of \$ [redacted] with an estimated simple payback of [redacted] year(s).

If Rocky Mountain Power determines (in its sole discretion) that all of the Recommended RCMs in the RCM Bundle have been implemented in a satisfactory manner, Customer shall be eligible for the Incentive of \$ [redacted].

Customer shall implement all Recommended RCMs in the RCM Bundle no later than [redacted] ("Required Implementation Date"). If Customer does not implement at least 80% of the annual energy savings target by the Required Implementation Date, Rocky Mountain Power may request reimbursement from the Customer of Recommissioning Service Costs equal to \$ [redacted]. If Rocky Mountain Power elects to request reimbursement, it will do so no later than 60 days after the Required Implementation Date.

Customer

Rocky Mountain Power

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

