

Rocky Mountain Power Energy FinAnswer[®] Incentive Agreement

(Utah Schedule 125)

This Energy FinAnswer Incentive Agreement ("Agreement") dated _____ by and between Rocky Mountain Power and _____ ("Customer") shall be effective only if Customer signs the Agreement and delivers it 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") to eligible Rocky Mountain Power customers who install recommended electric energy efficiency measures ("EEMs").
- b. Customer is an existing customer of Rocky Mountain Power on Schedule: _____ at _____ (the "Facility").
- c. Rocky Mountain Power has evaluated Customer's use of electricity at the Facility and recommended EEMs ("Recommended EEMs") to improve the efficiency of the Customer's use of electricity.
- d. Information regarding the Recommended EEM design intent and equipment and operating assumptions is provided in the following document(s), referenced and made a part of this Agreement:
____ Energy Analysis dated _____ performed by _____
____ Design Analysis dated _____ performed by _____
____ dated _____ performed by _____
- e. Rocky Mountain Power has identified the Recommended EEMs where commissioning ("Commissioning") according to guidelines provided by Rocky Mountain Power is required to qualify for an Incentive.
- f. Customer wishes to proceed with the installation of the Recommended EEMs, and Customer shall install the Recommended EEMs no later than _____ (the "Required Completion Date").
- g. Customer wishes to qualify for, and Rocky Mountain Power wishes to set out the terms whereby Customer may qualify for, the Incentive in connection with Customer's installation of Recommended EEMs.



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 125 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. "Incentive" shall mean a payment to Customer by Rocky Mountain Power to help offset a portion of Customer's Recommended EEM Costs that is paid in accordance with the provisions of this Agreement and Tariff Schedule 125.
 - 1.2. "Commissioning" shall mean the process of verifying and documenting that the performance of Recommended EEMs meets the design intent and Customer's operational requirements.
 - 1.3. "Recommended EEM Costs" shall mean the Customer's reasonable costs incurred (net of any discounts, rebates, incentives, or other consideration that reduces final actual Recommended EEM Costs incurred by Customer) to purchase and install Recommended EEMs at Customer's Facility by the Required Completion Date. If Customer installs the Recommended EEMs, the cost of installation shall be equal to Customer's actual labor costs for such installation.
 - 1.4. "Recommended EEMs" shall mean the EEMs specified in the attached Exhibit A.
2. Qualification for the Incentive; Incentive Limitations.
 - 2.1. To qualify for the Incentive, Customer must:
 - 2.1.1. Permit Rocky Mountain Power or Rocky Mountain Power's consultant to inspect the existing conditions prior to the installation of or removal of any Recommended EEMs and prior to signing this Agreement.
 - 2.1.2. Notify Rocky Mountain Power of any changes or change orders issued to contractors or installers that materially affect the Recommended EEM Costs or savings specified in the Agreement prior to installation in the Facility.
 - 2.1.3. Not later than [redacted] provide Rocky Mountain Power with written notification certifying a financial commitment of at least \$ [redacted] or 50% of anticipated total Recommended EEM Costs has been made. This financial commitment includes purchase orders, contracts for equipment or services or invoices. Written notification must be provided to Rocky Mountain Power by the date specified above or this Agreement shall terminate.
 - 2.1.4. Not later than the Required Completion Date,
 - 2.1.4.1. Properly install or cause to be properly installed the Recommended EEMs listed in Exhibit A at Customer's Facility, and,
 - 2.1.4.2. Provide Rocky Mountain Power with a written notification stating the Recommended EEMs are installed and operational.
 - 2.1.5. Not later than one year after the Required Completion Date,
 - 2.1.5.1. Commission or cause to be properly Commissioned the Recommended EEMs in accordance with Rocky Mountain Power guidelines, and
 - 2.1.5.2. Provide Rocky Mountain Power with Commissioning submittals



and documentation of
Recommended EEM Costs or this
Agreement shall terminate.

- 2.1.6. Documentation of Recommended EEM Costs includes the following:
- 2.1.6.1. Copies of invoices documenting final Recommended EEM Costs by Recommended EEM with labor and material itemized and including documentation of any discounts, rebates, incentives, or other consideration that reduces final actual Recommended EEM Costs incurred by Customer.
 - 2.1.6.2. Documentation of the actual cost of labor for any Recommended EEMs installed by the Customer, showing date work performed, name of worker, hours worked, EEM installed, and labor rate.
 - 2.1.6.3. Documentation of estimated Recommended EEM Costs for New Construction/Major Renovation.
- 2.1.7. Permit Rocky Mountain Power or Rocky Mountain Power's consultant to inspect the fully installed Recommended EEMs and review and approve any required Commissioning and final Recommended EEM Costs submittals.
- 2.2. Customer agrees that the final Recommended EEM Costs represent costs actually incurred and are net of any discounts, rebates, incentives, or other consideration that reduces final actual Recommended EEM Costs incurred by Customer.
- 2.3. Customer agrees that Rocky Mountain Power has the right to request any other reasonable documentation or verification of costs of purchasing and installing the Recommended EEMs, including but not limited to documentation from the Customer's contractor, supplier or other vendor to determine the price paid by the Customer.
- 2.4. Customer agrees that the Recommended EEMs specified will not be eligible for any other Rocky Mountain Power Incentives or Credits other than the Incentives available under this Agreement. Accordingly, the Customer shall not apply for any other Rocky Mountain Power Incentives or Credits with respect to these Recommended EEMs at any time before or after the Required Completion Date.
- 2.5. Customer hereby transfers to Rocky Mountain Power all "Environmental Attributes" attributable to the Energy Efficiency Project or its operation. Environmental Attributes include any and all credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, resulting from the avoidance of the emission of any substance to the air, soil or water at or by PacifiCorp generating facilities through reduced generation of energy or other savings or offsets on account of the Energy Efficiency Project. Customer will not claim ownership of any Environmental Attributes. As long as Customer at the same time states the Energy Efficiency Project was made possible with funding from Rocky Mountain Power, Customer may claim that it is facilitating the production of the Environmental Attributes attributable to the Energy Efficiency Project.
- 2.6. Rocky Mountain Power or its consultant shall inspect Customer's Facility to determine if proper installation of the Recommended EEMs has been completed at Customer's Facility.
- 2.7. If Rocky Mountain Power determines (in its sole discretion) that all of the Recommended EEMs have been installed and Commissioned in a satisfactory manner, Customer shall be eligible for an estimated maximum Incentive of \$_____ (the "Estimated Maximum Incentive"). The Estimated Maximum Incentive is based on the total estimated Recommended EEM Costs and annual electric energy savings. Recommended EEM Costs and electric energy savings



- estimates are subject to Rocky Mountain Power approval.
- 2.8. Rocky Mountain Power will review and approve final Recommended EEM Costs and projected annual electric savings. The final Incentive ("Final Incentive") paid is based on actual approved Recommended EEM Costs and electric energy savings for installed Recommended EEMs. The Final Incentive paid shall be no more than 120% of the Estimated Maximum Incentive.
- 2.9. To the extent that Rocky Mountain Power determines (in its sole discretion) that all of the Recommended EEMs have not been installed and Commissioned or that some Recommended EEMs have not been installed and Commissioned in a satisfactory manner, Customer shall not be eligible for the Estimated Maximum Incentive. In such event, Rocky Mountain Power shall recalculate a reduced Final Incentive, if any, based on the actual Recommended EEMs installed and Commissioned in a satisfactory manner, using the same methodology that Rocky Mountain Power previously used to calculate the Estimated Maximum Incentive.
- 2.10. Required EEM Commissioning may be omitted by the Customer and, if the Customer so elects, the Final Incentive will be reduced by 20%. Recommended EEMs where the Customer has elected to omit Commissioning which are later Commissioned are not eligible for an additional Incentive after Incentive payment is made to the Customer.
3. Rocky Mountain Power Obligations.
- 3.1. After receiving written notice from Customer that installation of Recommended EEMs is completed and documentation of final Recommended EEM Costs, Rocky Mountain Power or Rocky Mountain Power's consultant will promptly inspect the Recommended EEMs to verify their proper installation and review final Recommended EEM Costs and Commissioning submittals.
- 3.2. Provided that Customer qualifies to receive the Incentive in accordance with Section 2 above, Rocky Mountain Power shall pay to Customer (or the assignee if assigned), within 45 days of satisfactory inspection of the fully installed Recommended EEMs and receipt of final Recommended EEM Costs and Commissioning submittals, the Final Incentive specified in Section 2.
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 installation of EEMs. 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 INSTALLATION OF RECOMMENDED EEM's, 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 be binding upon the parties unless made in writing and signed by both parties.

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

payment of the Incentive to which Customer becomes entitled under this Agreement, which assignment shall be subject to all the terms and conditions of the Agreement.

Customer

Signature By: _____

Print Name: _____

Title: _____

Rocky Mountain Power

Signature By: _____

Print Name: _____

Title: _____

10. Assignment to a third party: Customer may, by executing Exhibit B of this Agreement, assign



Rocky Mountain Power Energy FinAnswer Incentive Agreement

EXHIBIT A

Energy Efficiency Measures

Cover Sheet Only
Attach Description



Rocky Mountain Power Energy FinAnswer Incentive Agreement

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 Energy FinAnswer Incentive 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 INSTALLED EEMs SPECIFIED IN THIS AGREEMENT.

Executed on this _____ of _____ 200__

Customer:

By: _____

Name: _____

Title: _____

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

