

2017 El Paso Electric Letter of Intent



Large Commercial Solutions Program

El Paso Electric (EPE) is committed to providing our customers with assistance in managing their energy costs and reducing energy consumption. EPE is proud to sponsor the **Large Commercial Solutions Program** (the Program), aimed at assisting commercial customers in improving the energy efficiency of buildings located within EPE's Texas service territory. EPE has contracted CLEAResult (the Program Implementer) to promote, and administer the Program.

This Letter of Intent (LOI) confirms that _____ (the Program Participant) is a willing participant of this **no-cost** Program. This Letter of Intent reflects a voluntary collaborative effort between the Program Participant and EPE detailing the commitments to produce energy savings and/or peak demand savings.

The Program is designed to provide direct support, tools, and training to Participants so that they can independently evaluate energy efficiency opportunities, secure budgets through their internal financial planning processes, and oversee those opportunities to their completion. Program benefits may include, subject to availability, cash and non-cash incentives.

Program Participant may terminate participation in the Program by providing the Program Implementer a written statement that is signed and dated by the Program Participant stating their intention to terminate their participation in the Program. By executing this Letter of Intent, the Program Participant agrees to the following elements of the Program:

PROGRAM EXCLUSIVITY

Program Participant will not submit projects for the facilities and projects identified in the Program to other energy efficiency programs offered by EPE.

PROGRAM OVERSUBSCRIPTION OR CANCELLATION

The incentives (cash and non-cash) offered through the Program are limited. It is possible that the program budgets might not accommodate the number of projects submitted by the Program Participant. Program Incentives will be approximated and reserved on a first-come, first-served basis, determined by the date the Program Implementer receives a signed, completed EPE Project Application Form from the Program Participant, assuming it is approved.

DISCLAIMER OF WARRANTIES

The Program Participant acknowledges and agrees that any review or inspection by EPE or the Program Implementer of a customer's premises or of the design, construction, installation, operation or maintenance of the energy efficiency equipment installed or to be installed in connection with the Program is solely for the information of EPE. In performing any such inspection or review or in accepting the installed equipment for the award of incentives, the Program Participant acknowledges and agrees that EPE or the Program Implementer makes no guarantee, representation or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the equipment, its installation by a project contractor or its compatibility with customer's facilities.

PROGRAM IMPLEMENTER IS AN INDEPENDENT CONSULTANT

The Program Implementer, CLEAResult, is an independent consultant and is not authorized to incur obligations on behalf of EPE.

BENEFIT ELIGIBILITY REQUIRES ADDITIONAL ACTIONS

By executing this Letter of Intent, the Program Participant understands that in order to receive any benefits from the Program, they must complete the following steps:

Project Identification

The Program Participant may work with the Program Implementer to identify project opportunities for the Customer that may improve the energy efficiency of buildings or operations. The Program Participant may use any reasonable means it chooses to identify the opportunities and the Program Implementer can provide



assistance at the Program Participant's request.

Project Selection & Program Funds Reservation

Projects will be prioritized based on capacity to complete the work. If the Program Participant proceeds with the energy efficiency improvement project identified, cash incentives from the corresponding Program, if and to the extent available, will be reserved by signing an EPE Project Application Form which is non-binding to the Program Participant. The Program Participant agrees to provide written documentation of project progress (e.g. Purchase Order, Invoice, Contractor Bid, RFP, Contract Award letter, etc.)

Pre-Inspection

To receive cash incentives offered under the Program, the Program Participant must allow, as needed, for a pre-installation inspection and/or provide additional verifying information before installing the project. The Program Participant agrees to provide the independent measurement and verification expert with full and complete access to the project site for any purpose related to the Program. The right of access will be subject to the customer's reasonable access requirements and, unless otherwise agreed, must occur during the normal business hours. The Program Participant must communicate with the Program Implementer and have their project approved in order to receive the incentives offered under the Program.

Project Installation

After a pre-installation inspection, the Program Participant will install eligible energy efficiency measures to qualify for incentives. Neither EPE nor the Program Implementer will sell, provide, or warrant any materials or installations services for the project or make any guarantee, representation or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the equipment, its installation, or its compatibility with customer's facilities.

Post-Inspection

In order to receive any available cash incentives under the Program, the Program Participant will collaborate with the Program Implementer to permit a post-installation inspection and/or provide other verifying information after installing the projects. The amount of any incentive will be for eligible energy efficiency measures that are completed and verified.

Following project completion and energy savings verification, EPE will issue a check to the Program Participant for the cash incentive. The Program requires the following documentation be submitted for each project in order for the Program Implementer to verify the savings estimates:

- Completed EPE Project Application Form (with customer's signature)
- Applicable Photos (when photos are required)

Historic Billing Access

- The Participant grants El Paso Electric Company permission to provide current and historical billing and consumption data for all metered accounts for 24 consecutive months to CLEAResult for analysis. The Participant certifies the person signing this LOI is authorized to grant this permission and agrees not to hold El Paso Electric responsible for any and all subsequent use of data or information.

Miscellaneous

- This Letter of Intent constitutes the complete agreement between the Parties and supersedes any agreements, oral or written, made or dated prior hereto.
- The Letter of Intent may not be modified, amended or supplemented absent a written instrument executed by both Parties and EPE.
- This Letter of Intent does not create and is not intended to create a joint venture, association, agency, partnership, or other business entity among the Parties or between EPE and third Parties.
- The EPE Large Commercial Solutions Program reserves the right to publicize the Participant's non-proprietary information to promote Program participation to potential Program Participants, utilities, federal, state, or local entities, and the general public, unless specifically requested otherwise.

ACCEPTANCE OF AGREEMENT

By endorsing the following page, your organization accepts this agreement with the Large Commercial Solutions Program, sponsored by El Paso Electric. This agreement should be signed by your organization's facilities/maintenance director or similar and is valid beginning in the 2017 program year. *Projects being submitted to the Program must be completed by November 30th of the program year to allow time for post-installation*

2017 El Paso Electric LOI
Large Commercial Solutions Program

inspections to occur before the end of the calendar year. For your convenience, your organization's participation in the Program will continue from year to year via this Letter of Intent.

PROGRAM PARTICIPANT

CLEARResult

Signature: _____

Signature: _____

Printed Name: _____

Title: _____

Company: _____

**Aaron Aguilera, Program Consultant
CLEARResult**

Tax ID #: *Please include a signed W-9 with this form.*

Address: _____

Phone: _____

Date: _____

Fax: _____

Email: _____

Date: _____

Please identify one individual from the Facilities/Energy Management Department and one individual from the Business/Finance Department who will be the *main points of contact* while working with the Large Commercial Solutions Program.

FACILITIES/ENERGY MANAGEMENT CONTACT:

BUSINESS/FINANCE CONTACT:

Name (Mr./Mrs./Dr.): _____

Name (Mr./Mrs./Dr.): _____

Phone: _____

Phone: _____

Title: _____

Title: _____

Email: _____

Email: _____

Please sign and mail, email or fax to:

**CLEARResult
Attn: Aaron Aguilera
5822 Cromo Dr Suite 201
El Paso, TX 79912**

**Email: aaron.aguilera@CLEARResult.com
Toll-Free Fax: (866) 379-5583
Phone: (915) 255-4289**

The Large Commercial Solutions Program is provided by EPE as part of the company's commitment to reduce energy consumption and demand. CLEARResult implements the Program as an independent consultant.