Customer Information

Name: ___________________________ Email: ___________________________ Phone: ___________________________

Terms and Conditions

1. PROGRAM OVERVIEW

Colorado Springs Utilities Peak Savings Program (Program) is an Event-based peak load reduction program. The Program goal is to reduce the electric system load in times of high system peaks and/or other system issues during the Program Season, April-September, during the Peak Period, starting any time Monday through Friday between 11 a.m.-6 p.m. A participating Colorado Springs Utilities customer, a potential Partner, will commit to a peak load reduction they can achieve during called Events. Earned incentives are provided to the Partner each year within 60 days following the conclusion of the Program Season based on their commitment and performance.

Colorado Springs Utilities may change the Program and Terms and Conditions at any time. Partners will be notified of any material changes within 30 days.

2. CONTROL OF COLORADO SPRINGS UTILITIES TARIFFS AND UTILITIES RULES AND REGULATIONS AND GOVERNING LAW

This Program and these Terms and Conditions incorporate and are subject to Colorado Springs Utilities Tariffs and Utilities Rules and Regulations (collectively Tariffs), as the Tariffs are amended from time to time.

This Peak Savings Enrollment Agreement (Agreement) and the Program shall be construed in accordance with the laws of the State of Colorado without reference to conflict of laws, the Colorado Springs City Charter, City Code, Ordinances, or Rules and Regulations. Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to Colorado Springs Utilities under the Colorado Governmental Immunity Act.

3. DEFINITIONS

• Aggregated Committed Peak Load Reduction – the total shared load reduction (kW) by the Partner implementing load reduction strategies by a Partner due to a Partner implementing load reduction strategies at individual accounts.

• Aggregated Peak Load Reduction Achieved – the total shared actual load reduction (kW) of accounts identified to share a commitment under a Colorado Springs Utilities Partner’s Person ID due to the Partner implementing load reduction strategies at individual accounts.

• Annual Incentive – the amount the Partner earns over a Program Season for meeting their program commitment.

• Baseline – the expected electric usage during an Event as calculated by the Program Platform if peak load reduction (kW) had not occurred.

• Committed Peak Load Reduction – the committed load reduction (kW) by the Partner implementing load reduction strategies.

• Enrollment – the process by which the customer agrees to participate in the Program.

• Enrollment Agreement – the Agreement the customer signs to commit to participating in the Program.

• Estimated Peak Load Reduction – the estimated load reduction (kW) by the Partner that has not yet been confirmed by a Test Event.

• Event – a period called by Colorado Springs Utilities when the Partner implements load reduction strategies to achieve the Committed Peak Load Reduction.

• Non-Participation – an Event in which the Partner achieves no reduction.

• Over-Performance – an Event in which the Partner achieves over 110% of their Committed Peak Load Reduction.

• Partner – a customer enrolled in the Peak Savings Program.

• Partner Portal – the software used by the Partner to access participation data and update contact information.

• Peak Load Reduction Achieved – the actual load reduction (kW) due to the Partner implementing load reduction strategies.

• Peak Period – a time frame of high system electric demand, occurring Monday through Friday, excluding holidays, between the hours of 11 a.m.-6 p.m.

• Program Fully Operational – the status of the Program when Program Platform development is complete and Test Events and Events can be called.

• Program Platform – the software the administrator uses to manage the Program and the Partner Portal.

• Program Season – April 1-September 30 of each calendar year.

• Program Team – The group of individuals supporting the Peak Savings Program.

• Revised Peak Load Reduction – a modified Committed Peak Load Reduction after initial commitment.

• Test Event – an Event called to confirm the Committed Peak Load Reduction by a Partner is measurable and realized.

• Under-Performance – an Event in which the Partner achieves less than 90% of their Committed Peak Load Reduction.

And other definitions as defined in the Colorado Springs Utilities Tariffs and Utilities Rules and Regulations.

QUESTIONS?
CALL 719.668.7283 • EMAIL PeakSavings@csu.org
VISIT csu.org/peaksavings
4. PARTNER ELIGIBILITY
To be eligible to participate in the Program, the customer must be a nonresidential Colorado Springs Utilities customer. Customer must have an interval meter and be on, and remain on, a demand electric rate. The customer must be able to achieve a minimum peak load reduction of 5% of an individual account peak load.

5. COMMITTED PEAK LOAD REDUCTION
When filling out the Enrollment Agreement, the customer must include the Estimated Peak Load Reduction in Appendix A. Per Section 7, Test Events, this amount will be finalized during a Test Event. The Committed Peak Load Reduction is entered in the Program Platform at the account level. If the Partner has multiple locations under the same Colorado Springs Utilities Person ID, they may share an Aggregated Committed Peak Load Reduction as long as each account has an individual Committed Peak Load Reduction identified.

The Partner agrees that they are solely responsible for the operation and use of their systems and property. Colorado Springs Utilities is not liable for any damages, direct, indirect or consequential, to the Partner because of this Program. Nothing in these Terms and Conditions shall be interpreted to limit or prevent the protections afforded to the City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

If the Partner elects to use Partner-owned generation as part of this program, the Partner is solely responsible for compliance with all federal, state, and local laws. Generation beyond the account’s existing load may be considered on a case-by-case basis.

Colorado Springs Utilities does not endorse any specific market provider, manufacturer, product, labor or system design by offering this program.

Committed Peak Load Reduction shall subsequently be updated as follows:

• After any Event of under-performance of the Committed Peak Load Reduction, the Program Team will reissue the Committed Peak Load Reduction with the Partner to determine if the Committed Peak Load Reduction needs to be adjusted.

• Committed Peak Load Reduction may be modified if the Partner implements new projects or makes operational changes that impact their ability to achieve the Committed Peak Load Reduction. To modify the Committed Peak Load Reduction, the Partner will fill out and sign the Committed Peak Load Reduction Agreement indicating ‘Revised’ for the type of peak load reduction.

• Partners in their first Program Season of Enrollment may retroactively apply a Revised Peak Load Reduction for three (3) prior consecutive events of under-performance or three (3) prior consecutive events of over-performance.

Changes in operations that may significantly affect the Baseline calculation or the ability for a Partner to achieve their Committed Peak Load Reduction during an Event must be communicated to the Program. Notifications should be sent to PeakSavings@csu.org unless noted differently below:

• Planned shutdowns must be communicated by noon the day prior to shutdown start and must include the expected duration.

• Unplanned outages occurring prior to Event notification must be communicated within one (1) business day once resolved.

• Unplanned outages occurring during or after an Event notification must be communicated immediately by calling 719-668-7283 upon receipt of the Event notification or occurrence of outage to determine how to proceed.

• Projects or other operational changes must be communicated within one (1) week of completion of the project or change.

6. PROGRAM ENROLLMENT
An eligible customer can enroll in the Program by filling out and signing the Enrollment Agreement. The customer can enroll in the Program at any time. Once enrolled, the Partner’s Enrollment is active until December 31, 2020. If Colorado Springs Utilities continues the Program beyond 2020, the Partner will be given the option to continue their Enrollment.

If the Partner chooses to terminate their Enrollment prior to December 31, 2020, the Partner must give Colorado Springs Utilities 30 days’ written notice. The Partner will not be penalized for early termination of Enrollment. If the customer chooses to re-enroll in the Program, they will need to fill out and sign a new Enrollment Agreement.

If Colorado Springs Utilities chooses to terminate the Program prior to December 31, 2020, Colorado Springs Utilities must give the Partner 30 days’ written notice.

7. TEST EVENTS
The Partner must participate in a Test Event following initial Enrollment* to confirm their Committed Peak Load Reduction. After the initial Test Event, annual testing will occur between April 1-May 31 of each Program Season. The following requirements shall apply:

• Test Events will last four (4) hours and start during the Peak Period on weekdays (not including legally-observed holidays).

• The Partner will be notified 24 hours prior to the Test Event start by the communication method(s) selected for Event notification in the Enrollment Agreement.

• Test Events will follow the steps listed in Section 8, Event Management.

• Committed Peak Load Reduction will be determined based on the Test Event.

• If the result of a Test Event is within +/-10% or 50 kW, whichever is smaller, of the Estimated Peak Load Reduction, the estimated value will be the Committed Peak Load Reduction.

• If the result of a Test Event is greater than 10% or 50 kW, whichever is smaller, under the Estimated Peak Load Reduction, the Peak Load Reduction Achieved becomes the Committed Peak Load Reduction.

• If the result of a Test Event is greater than 10% or 50 kW, whichever is smaller, above the Estimated Peak Load Reduction, the Partner has the option to use the Estimated Peak Load Reduction or the Peak Load Reduction Achieved as the Committed Peak Load Reduction.

• If the result of a Test Event is outside of +/-10% or 50 kW of the estimated Committed Peak Load, the Partner may request one (1) additional Test Event.

• Following the Test Event, Committed Peak Load Reduction will be finalized by updating the Committed Peak Load Reduction Agreement by indicating ‘Committed’ as the type of peak load reduction.

*Test Events cannot be held until the Program status is Program Fully Operational. If the Partner is enrolled before this status is reached, they will be notified of the status change by email.
8. EVENT MANAGEMENT

An Event will be initiated by Colorado Springs Utilities, at its sole discretion, when a need is identified. The Program Team will create the Event in the Program Platform, which will issue notification(s) to the Partner:

- Notification of an Event will occur between eight (8) and 24 hours prior to the Event start.
- Events will last no longer than four (4) hours.
- No more than 10 Events (not including a Test Event) may be called for a Partner within a Program Season.
- Events will start within the Peak Period. Events may extend beyond the Peak Period.

For Events, these steps are followed:

- The Program Platform sends Event notification(s) to the Partner as indicated on the Enrollment Agreement. The message will indicate the day and time frame of the Event when the Committed Peak Load Reduction must be achieved.
- The Partner indicates if they choose to not participate. Section 12, Non-participation and Under-participation, explains how non-participation impacts the financial incentives.
- The Program Platform sends reminder notification(s) one (1) hour prior to Event launch.
- By the start of the Event period, the Partner shall curtail electric use to meet the Committed Peak Load Reduction.
- At the time indicated in the Event notification, the Partner can restore load. As a reminder, the Program Platform will send an Event conclusion notification.

9. NOTIFICATIONS

- Push Notification Consent: The Partner consents to receive push notifications regarding Program updates, Program Event notifications, Program Event reminders, Program Event conclusions, and Program Event reports allowing for full participation in the Program. Push notifications will be issued through the methods and to the individuals indicated on the Partner Enrollment Agreement. These notifications can be updated through the Partner Portal.
- The Partner must have at least one person activate their Partner Portal account using the provided Person ID. After the initial setup, the Partner is responsible for maintaining all contacts related to their Partner Portal account, including removing former employees. Any updates to the Program Platform contact information does not update the utility account contact information. Partners are responsible for any issues resulting from improper management of contact information.
- The Partner is responsible for ensuring Event notifications are received from the Program Portal and not blocked at any time. The Partner is responsible for having coverage if the primary or secondary contacts for Event notification are unable to perform their duties.
- If the Partner does not plan to participate in an Event, they must follow the directions in the Event notification to notify the Program prior to the start of the Event.

10. PERFORMANCE MEASUREMENT

Performance will be calculated in the Program Platform. The Partner’s Peak Load Reduction Achieved will be the difference between the Baseline and the actual load during the Event. The Aggregated Peak Load Reduction Achieved for a Partner with aggregated accounts will be calculated by summing the Peak Load Reduction Achieved for each account.

The Baseline is calculated considering the Peak Period usage in the previous 20 eligible days. Eligible days do not include weekends, legally-observed holidays or Event days. The Baseline will be adjusted for weather and other load changes with a morning-of-adjustment parameter so that the Baseline aligns with the actual day-of-event electric usage profile. This adjustment caps at +/- 20% of the Baseline.

Results from each Event will be available to the Partner by logging into the Partner Portal. The data will be available within two (2) business days following an Event. All Partner Portal data will be maintained for 23 months. Data older than 23 months will be removed.

11. ANNUAL INCENTIVE

Issuance of the Annual Incentive is provided in a single cumulative transaction after each Program Season, with the following considerations:

- The Partner is eligible for Incentives once the Committed Peak Load Reduction is confirmed following a Test Event.
- Incentive: The incentive amount is $50 per Committed or Revised Peak Load Reduction per Program Season. To be eligible for this incentive, the Partner must meet performance expectations in all called events. Performance in each event can be no less than 90% of their Committed or Revised Peak Load Reduction.
- When a commitment is revised, the incentive will be prorated based on the number of events at each commitment level.
- If the Partner unenrolls in the middle of the Program Season, all completed events will be considered Non-participation.
- If the Partner unenrolls in the middle of the Program Season, all completed events will earn 10% of the Annual Incentive.
- The Annual Incentive is provided either as a check or a bill credit within 60 days of the end of the Program Season. To receive a check, customer account must be in good standing. Accounts over 30 days past due are only eligible to receive a bill credit.
- Colorado Springs Utilities will not be responsible for any tax liability imposed on a Partner due to provided incentives.

12. NON-PARTICIPATION AND UNDER-PERFORMANCE

While there are no charged financial penalties to the Partner for non-participation or under-performance, incentives are impacted through the following actions: For each event in which a Partner does not participate or does not meet performance expectations, the Annual Incentive will be reduced by 10%.
Signature

To the best of my knowledge, the statements made on this Agreement are complete, true and correct. I agree that the attached and incorporated Program Terms and Conditions, as amended from time to time, govern this Agreement.

(Please use blue or black ink in the signature line below.)

Name (print): __________________________________________ Title: __________________________________________

Signature: ___________________________________________ Date: _________________

Please contact the Program Team to complete your enrollment.
Customer Information

Business Name (as it appears on utility bill):

Electric Account Number (single account per document):

Person ID (completed by program team):

SERVICE ADDRESS

Street Address: _________________________________ City: __________________________ State: ______ ZIP: ____________

CUSTOMER BILLING ADDRESS

Street Address: _________________________________ City: __________________________ State: ______ ZIP: ____________

Preferred Incentive Type: Check one of the following:  □ Bill Credit  □ Check

Peak Load Reduction Commitment

Peak Load Reduction: _______________________________ kilowatts (kW)

Check one of the following:  □ Estimated  □ Committed  □ Revised

Aggregated Account Number(s):

List account numbers that are sharing a Committed Peak Load Reduction

_________________________________________________________________________

_________________________________________________________________________

Partner Signature

In the event of a conflict between the Enrollment Agreement and this Agreement, the terms and conditions of this Agreement shall prevail. Except to the extent as amended hereby, all other terms of the Enrollment Agreement shall remain the same and are hereby ratified and affirmed.

(Please use blue or black ink in the signature line below.)

Name (print): _______________________________ Title: _______________________________ Date: ____________

Peak Savings Program Representative Signature

I have reviewed and accepted this amendment.

Name (print): _______________________________ Title: _______________________________ Date: ____________

Please contact the Program Team to submit your amendment.

A copy of this appendix must be completed for each account enrolled.
Appendix B: Peak Savings Program: Business Partner Event Notifications Contacts

Customer Information

Business Name: ____________________________________________________________________________________________________________________________________________________

Account Number: ____________________________________________________________________________________________________________________________________________________

Person ID (completed by program team): ____________________________________________________________________________________________________________________________________________________________________________

Event Notification Contact Information

Enter name(s) and contact information for the preferred Event notification method(s). Primary and secondary contacts are required.

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<thead>
<tr>
<th>NAME</th>
<th>EMAIL</th>
<th>PHONE</th>
<th>MOBILE PHONE (TEXT)</th>
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<td>Secondary</td>
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This information is required for initial account setup for the Program Platform. Once the Partner has been enrolled and the Partner has activated their Partner Portal log in, this information can be updated by the Partner in the Partner Portal as needed.

A copy of this appendix must be completed for each account enrolled.

QUESTIONS?
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VISIT csu.org/peaksavings