

## 6. SmartSTART (Savings Through Affordable Retrofit Technologies)

### AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for the installation of energy efficiency and load management measures in members' homes, businesses, offices, schools, and municipal buildings. The energy efficiency and load management measures will be installed at the Cooperative's expense, and the member shall reimburse the Cooperative through charges added to the member's regular monthly bill. This rate is for a basic utility service and the member is liable for payment of the charges under this rate under the same conditions as any other charges for basic utility service including, but not limited to, the member's service being subject to disconnection for nonpayment in accordance with the rules of the Commission.

This rate is available only as a pilot demonstration program. At its sole discretion, the Cooperative shall determine eligibility for service under this rate subject to (1) the availability of funds budgeted for this program, (2) the suitability of approved energy efficiency and load management measures for the member's location and the likelihood that the measures will be used and useful throughout their estimated life, and (3) the Cooperative's determination that the measures chosen are estimated to produce sufficient energy and/or demand savings to offset the total costs of the measures. Although the Cooperative expects that all SmartSTART consumers will have lower annual energy bills, there is no guarantee of savings.

### COOPERATIVE RESPONSIBILITIES

The Cooperative will act as the member's agent in selecting energy efficiency and or load management measures which are suitable for the member's end uses of energy and which are estimated to produce sufficient savings in energy usage and/or demand. The Cooperative may arrange for a supplier or contractor (1) to install the measures, (2) to instruct the member on the proper use, operation and maintenance of the measures and (3) to certify that the measures are properly installed and operating as designed. Upon notification by the member that the work is complete, the Cooperative will verify that the measure(s) have been installed and arrange for payment to the contractor.

Provided that there is an outstanding SmartSTART obligation, the member should notify the Cooperative of the failure of an installed measure. After receiving notice from the member, the Cooperative will evaluate any report of a failed measure(s), and at its option, the Cooperative will cause the measure(s) to be repaired or replaced when necessary or will terminate charges under this rate.

The Cooperative will inform all new members at a location where permanently installed SmartSTART measures have been installed as to the existence of any unpaid SmartSTART Delivery Charges (SDC) remaining for that location. The Cooperative will also inform these

members of the benefits associated with the measure(s) and their responsibility for the payment of the remaining SDC and other obligations.

#### MEMBER RESPONSIBILITIES

Prior to the installation of any SmartSTART measures, the member will sign a Service Agreement which will provide that the member is responsible for:

- (1) payment of the SDC in addition to all other charges on the monthly bill;
- (2) informing the Cooperative if the measures fail completely or malfunction to the extent that the estimated reductions in energy use or demand cannot be realized;
- (3) maintaining the SmartSTART measures at the service location and taking reasonable steps to prevent damage to such measures;
- (4) becoming fully informed concerning the routine operation and maintenance of the SmartSTART measures installed at the service location;
- (5) allowing the Cooperative access to the measures, at reasonable times, for any inspection or repair of measures which are the responsibility of the Cooperative; and
- (6) accepting responsibility for the cost of out of warranty repairs. Members may accept such responsibility through any of the following:
  - (a) the member may repair the measure(s) themselves,
  - (b) the member and/or member's casualty insurance may pay for repairs,
  - (c) the member may agree to an extension of the number of monthly payments to cover the Cooperative's cost of repair.

For portable SmartSTART measures, the member must pay all the remaining balance under the SmartSTART agreement with the Cooperative when the member terminates service.

For permanently installed SmartSTART measures, a member's obligation to pay any unbilled SDC installments for the measure(s) ends when the member closes their account. If the member is the owner or lessor of the premises, the member must inform all prospective purchasers or renters of the location that there is an unexpired obligation under a SmartSTART agreement. Whenever a member applies for service at a location that was the subject of a previous SmartSTART agreement, payment for which has not been completed, such member shall become responsible for the remaining balance and receive notification of SmartSTART benefits and obligations associated with the measure(s). Acceptance of electric service constitutes acceptance of these benefits and obligations by the new member.

## LANDLORDS AND LESSORS RESPONSIBILITIES

In order to be eligible to accept the installation of SmartSTART measures in a location which is rented or leased to tenants who currently are members of the Cooperative or future tenants of such locations who will apply for service from the Cooperative at such locations, the owner and the landlord or lessor (in case the landlord or lessor is not the owner) must enter into a Service Agreement under which they agree:

- (1) to cooperate in obtaining the consent of any existing tenants to enter into a SmartSTART agreement with the Cooperative,
- (2) to inform all prospective new tenants of the obligation to enter into a SmartSTART agreement for the remaining balance of any previous SmartSTART agreement attributable to the rented or leased location, and
- (3) to inform all subsequent owners or lessors of these obligations with respect to informing tenants of their obligation to enter into a SmartSTART agreement.

Landlords and lessors of service locations must also agree to allow the Cooperative access to any measures in order to inspect or repair the measures.

## PRICING AND CONTRACT TERM

The Service Agreement will specify the monthly SmartSTART Delivery Charge (SDC) and the term of the payment period. The initial term of the Service Agreement may be extended by the Cooperative to recover its costs for out of warrantee repairs or missed payments.