

Service ID#: _____

Request #: _____

**INTERCONNECTION AND NET METERING SERVICE AGREEMENT FOR NET
METERING FACILITY
LEVEL 3 INTERCONNECTION
UP TO 2 MW NAMEPLATE CAPACITY**

This Interconnection and Net Metering Service Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between _____, an electric customer (“Customer-Generator”), and PacifiCorp, dba Rocky Mountain Power (“Rocky Mountain Power”), a Corporation organized and existing under the laws of the State of Utah. Customer-Generator and Rocky Mountain Power each may be referred to as a “Party”, or collectively as the “Parties”.

Recitals:

Whereas, Customer-Generator has installed or intends to install a Net Metering Facility qualifying for “Net Metering,” Rate Schedule No. 135, as given in Rocky Mountain Power’s currently effective tariff as filed with the Public Service Commission of Utah (“Commission”), on Customer-Generator’s premises located at _____, Utah, (“Facility”) for the purpose of generating electric energy;

Whereas, Customer-Generator represents to Rocky Mountain Power that Customer-Generator either owns or leases its Net Metering Facility qualifying for Rate Schedule 135, or meets the exemption requirements set forth in Utah Code § 54-2-1.16(d) because it is a county, municipality, city, town, other political subdivision, local district, special service district, state institution of higher education, school district, charter school, or any entity within the state system of public education; or an entity qualifying as a charitable organization under 26 U.S.C. Sec. 501(c)(3) operated for religious, charitable, or educational purposes that is exempt from federal income tax and able to demonstrate its tax-exempt status;

Whereas, Customer-Generator desires to interconnect the Net Metering Facility with Rocky Mountain Power’s distribution system consistent with the Application completed by Customer-Generator on _____, 20____, as described in as described in Appendix C (“Application”) of this Agreement; and

Whereas, Customer-Generator, using its Net Metering Facility, intends to offset part or all of its electrical requirements supplied by Rocky Mountain Power.

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. **Scope and Limitations of Agreement**

1.1 Scope

The Agreement shall be used for all Level 3 Applications according to the procedures set forth in Utah Administrative Rule R746-312 (“Rule”). The Rule can be viewed at www.psc.state.ut.us. The Agreement establishes standard terms and conditions approved by the Public Service Commission of Utah (“Commission”) under which the Net Metering Facility with an Electric Nameplate Capacity of 2 MW or smaller as described in Appendix C will interconnect to, and operate in parallel with, Rocky Mountain Power’s system. Additions, deletions or changes to the standard terms and conditions of an Interconnection and Net Metering Service Agreement will not be permitted unless they are mutually agreed to by the Parties, and permitted by the Rule or permitted by the Commission for good cause shown. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule and, to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

1.2 Power Purchase

The Agreement does not constitute an agreement to purchase or deliver Customer-Generator’s power nor does it constitute a power service agreement.

1.3 Other Agreements

Nothing in this Agreement is intended to affect any other agreement between Rocky Mountain Power and Customer-Generator or any other Interconnection Customer. However, in the event that the provisions of the Agreement are in conflict with the provisions of any Rocky Mountain Power Tariff, the Rocky Mountain Power Tariff shall control.

1.4 Responsibilities of the Parties

1.4.1 The Parties shall perform all obligations of the Agreement in accordance with all applicable laws. Customer-Generator represents to Rocky Mountain Power that Customer-Generator either owns or leases its Net Metering Facility qualifying for Rate Schedule 135, or meets the exemption requirements set forth in Utah Code § 54-2-1.16(d) because it is a county, municipality, city, town, other political subdivision, local district, special service district, state institution of higher education, school district, charter school, or any entity within the state system of public education; or an entity qualifying as a charitable organization under 26 U.S.C. Sec. 501(c)(3) operated for religious, charitable, or educational purposes that is exempt from federal income tax and able to demonstrate its tax-exempt status;

1.4.2 Customer-Generator will construct, own, operate, test, and maintain its Net Metering Facility in accordance with the Agreement, IEEE Standards, National Electric Code Standards, Utah state building codes, the Rule, and other applicable standards required by the Commission, as may be amended from time to time.

1.4.3 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and equipment on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Party's facilities, personnel and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule.

1.4.4 Customer-Generator shall obtain Rocky Mountain Power's approval of the Application prior to the operation of its interconnected Net Metering Facility.

1.5 Parallel Operation and Maintenance Obligations

Once the Net Metering Facility has been authorized to commence Parallel Operation by an approved Application, the Interconnection and Net Metering Service Agreement, Customer-Generator will abide by all written provisions for operations and maintenance as required by the Rule and Rocky Mountain Power's tariffs.

1.6 Results of Impact Study

Rocky Mountain Power completed the Impact Study on _____, 20___. The Impact Study shows the following Minor Modifications/ Substantial Modifications (Rocky Mountain Power to circle appropriate option) are necessary to Customer-Generator's Net Metering Facility prior to interconnecting with Rocky Mountain Power's system:

Description of necessary Minor Modifications or Substantial Modifications _____
_____.

Rocky Mountain Power estimates, in good faith, that these Minor Modifications/ Substantial Modifications (Rocky Mountain Power to circle appropriate option) will cost \$_____. This is a non-binding estimate that will provide break down of costs: _____

_____ Customer-Generator shall pay the actual installed cost of the Minor Modifications or Substantial Modifications needed to interconnect the Net Metering Facility to Rocky Mountain Power's system.

1.7 Results of Interconnection Facilities Study << to be filled in upon completion of Interconnection Facilities Study, if one is conducted. Otherwise, the text should read "This Section intentionally left blank.">>

Rocky Mountain Power completed the Interconnection Facilities Study on _____, 20___. The Interconnection Facilities Study shows the following conditions and facilities are necessary for Customer-Generator's Net Metering Facility to safely interconnect to Rocky Mountain Power's system:

Rocky Mountain Power estimates, in good faith, that these modifications will cost \$_____. This is a non-binding estimate for provide break down of

costs _____.
_____. Customer-Generator shall pay the actual installed cost of the facilities needed to interconnect as identified in the Interconnection Facilities Study. Rocky Mountain Power estimates these facilities can be installed by _____, 20__.

1.8 Metering

Rocky Mountain Power shall install, own and maintain, at its sole expense, a kilowatt-hour meter(s) and associated equipment to measure the flow of energy in each direction, unless otherwise authorized by the Commission. Customer-Generator shall provide, at its sole expense, adequate facilities, including, but not limited to, a current transformer enclosure (if required), meter socket(s) and junction box, for the installation of the meter and associated equipment.

Customer-Generator hereby consents to the installation and operation by Rocky Mountain Power and at Rocky Mountain Power's expense, of one or more additional meters to monitor the flow of electricity in each direction. Such meters shall be located on the premises of Customer-Generator.

1.9 Power Quality

Customer-Generator will design its Net Metering Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection that meets the requirements set forth in IEEE 1547, as required by the Rule.

1.10 Anticipated Start Date

Customer-Generator shall execute the Agreement at least ten (10) business days prior to the anticipated start of operation of the Net Metering Facility.

1.11 Net Metering Facility Testing and Maintenance

Customer-Generator shall conduct maintenance and testing as set forth in the Rule.

1.11.1 Customer-Generator shall conduct an annual test, at its expense, in which the Net Metering Facility is disconnected from Rocky Mountain Power's system to ensure that the inverter stops delivering power to the grid.

1.11.2 Customer-Generator shall conduct any manufacturer-recommended testing or maintenance at its expense.

1.11.3 Customer-Generator shall conduct any post-installation testing, at its expense, necessary to ensure compliance with IEEE standards as set forth in the Rule or to ensure safety. This includes replacing a major equipment component that is different from the originally installed model.

1.11.4 When Customer-Generator performs maintenance or testing in accordance with the Rule, it must retain written records documenting the maintenance and results of the testing for three (3) years.

1.11.5 Rocky Mountain Power shall have the right to inspect Customer-Generator's facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to Customer-Generator. If Rocky Mountain Power discovers that the Net Metering Facility is not in compliance with the Rule, Rocky Mountain Power may require Customer-Generator to disconnect the Net Metering Facility until compliance is achieved.

Article 2. Inspection, testing, Authorization and Right of Access

2.1 Equipment Testing and Inspection

Within ten (10) business days after notice from Customer-Generator that the Net Metering Facility has been installed, Rocky Mountain Power will inspect the Net Metering Facility and will arrange to witness any commissioning tests required under IEEE standards as set forth in the Rule. Rocky Mountain Power and Customer-Generator will select a date by mutual agreement for Rocky Mountain Power to witness the commissioning tests.

If the Net Metering Facility satisfactorily passes the required commissioning tests, Rocky Mountain Power shall notify Customer-Generator within three (3) business days after the tests that either the interconnection is approved and the facility may begin operation or the interconnection facilities study identified necessary construction that has not been completed, the date upon which the construction will be completed and the date when the net metering facility may begin operation or state any other reason why the commissioning tests are not satisfactory.

If the commissioning tests are not satisfactory, Customer-Generator will repair or replace the unsatisfactory equipment or otherwise address any problems and reschedule a commissioning test.

2.2 Disconnect Switch

Customer-Generator shall comply with the Rule regarding disconnect switches. The disconnect switch may be located more than 10 feet from the public utility meter if permanent instructions are posted at the meter indicating the precise location of the disconnect switch. Rocky Mountain Power must approve the location of the disconnect switch prior to the installation of the net metering facility.

2.3 Right of Access

As provided in the Rule, Rocky Mountain Power shall have access to any required disconnect switch at the Net Metering Facility at all times. Rocky Mountain Power will provide reasonable notice to Customer-Generator when possible prior to using its right of access. Additionally, as provided in Rocky Mountain Power Utah Rule 5, or its successor tariff, Rocky Mountain Power shall have access to the metering equipment.

Article 3. **Effective Date, Term, Termination and Disconnection**

3.1 Effective Date

The Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

The Agreement will become effective on the Effective Date and will remain in effect unless terminated in accordance with provisions of this Agreement, or Order by the Commission.

3.3 Termination

No termination will become effective until the Parties have complied with all applicable laws and clauses of this Agreement applicable to such termination.

3.3.1 Customer-Generator may terminate this Agreement at any time by giving Rocky Mountain Power twenty (20) Business Days written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 5.4 of this Agreement.

3.3.3 The Commission may Order termination of this Agreement.

3.3.4 If Customer-Generator removes the Net Metering equipment at the Facility or ceases to operate its Facility at the premise listed in the Application, this Agreement will be immediately terminated.

3.3.5 Upon termination of this Agreement, the Net Metering Facility will be disconnected from Rocky Mountain Power's system at Customer-Generator's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination.

3.3.6 The provisions of this Article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Rocky Mountain Power or Customer-Generator may temporarily disconnect the Net Metering Facility from Rocky Mountain Power's system for so long as reasonably necessary in the event one or more of the following conditions or events occurs:

3.4.1 Under emergency conditions, Rocky Mountain Power or Customer-Generator may immediately suspend interconnection service and temporarily disconnect the Net Metering Facility. Rocky Mountain Power shall notify Customer-Generator promptly when Rocky Mountain Power becomes aware of an emergency condition that may reasonably be expected to affect the Net Metering operation. Customer-Generator shall notify Rocky Mountain Power promptly when it becomes aware of an emergency

condition that may reasonably be expected to affect Rocky Mountain Power's system. To the extent the information is known, the notification shall describe the emergency condition, the extent of any damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, the anticipated duration, and the necessary corrective action.

3.4.2 If the Net Metering Facility must be physically disconnected for any reason, Rocky Mountain Power may do so by disconnecting all service to the Customer-Generator or all service to the premises where the Net Metering Facility is located, or both.

3.4.3 Customer-Generator shall make reasonable efforts to provide notice of interruption of Net Metering Facility operation for safety and/or reliability reasons prior to the interruption unless an emergency occurs. Emergency interruptions or temporary terminations are subject to 3.4.1 above.

3.4.4 Rocky Mountain Power shall use reasonable efforts to provide Customer-Generator with prior notice of forced outages to effect immediate repairs to Rocky Mountain Power's system. If prior notice is not given, Rocky Mountain Power, shall, upon request, provide Customer-Generator written documentation after the fact explaining the circumstances of the disconnection.

3.4.5 Customer-Generator must provide Rocky Mountain Power notice and obtain Rocky Mountain Power's written approval before Customer-Generator may modify its Net Metering Facility in order to increase the electric output of the Net Metering Facility. If Customer-Generator makes any material change without prior written authorization of Rocky Mountain Power, Rocky Mountain Power will have the right to temporarily disconnect the Net Metering Facility until Rocky Mountain Power has had an opportunity to review the change(s) made to determine whether they are acceptable. If any system modifications or other equipment installations are deemed necessary by Rocky Mountain Power to accommodate the modified Net Metering Facility, Customer-Generator shall submit the appropriate net metering application at that time.

3.4.6 The Parties shall cooperate with each other to restore the Net Metering Facility, Interconnection Facilities, and Rocky Mountain Power's system to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this section.

Article 4. Cost Responsibility and Billing

4.1 Application Fee

Customer-Generator shall bear the cost of any Application fee provided for in the Rule and Rocky Mountain Power's Utah Electric Service Schedule 135 or its successor tariff(s).

Customer-Generator shall remit payment with the Application as calculated in Appendix C, the Application, Section 2.C.

4.2 Net Metering Facility and Interconnection Equipment

Customer-Generator shall be responsible for all costs, including overheads, associated with procuring, installing, owning, operating, maintaining, repairing, and replacing its Net Metering Facility, any associated equipment package, and any associated interconnection equipment or interconnection facilities required to be installed on Customer-Generator's side of the point of interconnection as detailed in the results of the System Impact Study or Interconnection Facilities Study, or both.

4.3 Minor Modifications

This section shall apply if the Impact Study performed pursuant to Section 1.6 above shows that Minor Modifications to the electric distribution system are required to enable the interconnection to be made consistent with safety, reliability and power quality standards applicable to Level 3 interconnection reviews. The Customer-Generator shall pay for the cost to procure, install, and construct, operate, maintain, repair and replace any such Minor Modifications. A description of the Minor Modifications may be found in Appendix A. The cost of the Minor Modifications as described on Appendix A shall be \$_____. Customer-Generator shall remit payment for Minor Modifications prior to Rocky Mountain Power commencing the work required for the Minor Modifications.

4.4 Substantial Modifications

4.4.1 This section shall apply if the Impact Study performed pursuant to Section 1.6 above or the Interconnection Facilities Study performed pursuant to Section 1.7 above, or both, shows that Substantial Modifications to the electric distribution system are required to enable the interconnection to be made consistent with safety, reliability and power quality standards applicable to Level 3 interconnection reviews. The Customer-Generator shall pay for the cost to procure, install, and construct, operate, maintain, repair and replace any such Substantial Modifications. A description of the Substantial Modifications may be found in Appendix B. The cost of the Substantial Modifications as described on Appendix B shall be \$_____.

4.4.2 Before beginning Substantial Modifications to accommodate the interconnection of the Net Metering Facility to Rocky Mountain Power's system, Rocky Mountain Power may require that Customer-Generator pay a deposit of not more than 50% of the estimated cost of procuring, installing and constructing equipment and facilities to be procured, installed or constructed by Rocky Mountain Power, not to exceed \$3,000.00.

4.5 Payment

Rocky Mountain Power may require progress payments from Customer-Generator or Rocky Mountain Power may wait until construction and installation of all equipment and facilities are complete and the total actual cost of such equipment and facilities has been established and then

provide Customer-Generator with a statement indicating whether actual cost was more or less than the deposit paid by Customer-Generator. If actual costs exceed the deposit, Rocky Mountain Power will invoice Customer-Generator for the balance and Customer-Generator shall pay any such invoice within 30 days of receipt. If actual costs are less than the deposit, Rocky Mountain Power will refund the difference to Customer-Generator.

4.6 Aggregating Meters

Aggregating Meters is allowed if certain conditions are met under the Rule. Customer-Generator designates the following meters for aggregation: N/A. In the event that the Net Metering Facility supplies more electricity to Rocky Mountain Power than the Customer-Generator uses from Rocky Mountain Power, Rocky Mountain Power will apply any credits to the next monthly bill in accordance with the Rule. Customer-Generator shall designate the order in which to apply any credits in accordance with the Rule.

4.6 Monthly Billing

The Electric Service Charge shall be computed in accordance with the Monthly Billing in the applicable standard service tariff.

Customers receiving electric service under residential and small nonresidential schedules 1, 2, 3, 15, 23 or 23B shall be financially credited for such net energy with a cumulative kilowatt-hour credit. The credit will be deducted from the customer's kilowatt-hour usage on the customer's next monthly bill thus offsetting the customer's next monthly bill at the full retail rate of the customer's rate schedule.

Customers receiving electric service under large nonresidential schedules 6, 6A, 6B, 8 or 10 must elect a compensation method to receive cumulative credits for the upcoming annualized billing period from one of the following options (large nonresidential customers must initial desired credit election): ____ an average energy price, ____ a seasonally differentiated energy price, or ____ an average retail rate.

Article 5. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages and Default

5.1 Assignment

This Agreement may be assigned by either Party with the consent of the other Party. A Party's consent to an assignment may not be unreasonably withheld. The assigning Party must give the non-assigning Party written notice of the assignment at least fifteen days (15) before the effective date of the assignment. The non-assigning Party must submit its objection to the assignment, if any, to the assigning Party in writing at least 5 business days before the effective date of the assignment. If a written objection is not received within that time period, the non-assigning party is deemed to consent to the assignment.

5.1.1 Exceptions to the Consent Requirement

5.1.1.1 Either Party may assign the Agreement without the consent of the other Party to any affiliate (including a merger or acquisition of the Party with another entity), of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

5.1.1.2 Customer-Generator is entitled to assign the Agreement, without the consent of Rocky Mountain Power, for collateral security purposes to aid in obtaining financing for the Net Metering Facility.

5.1.1.3 For Net Metering systems that are integrated into a building facility, the sale of the building or property will result in the automatic assignment of this Agreement to the new owner who will be responsible for complying with the terms and conditions of this Agreement.

5.1.2 Any attempted assignment that violates this Article is void and ineffective. Assignment does not change or eliminate a Party's obligations under this Agreement. An assignee is responsible for meeting the same obligations as the assigning Party.

5.2 Limitation of Liability and Consequential Damages

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, is limited to the amount of direct damage actually incurred. Neither Party is liable to the other Party for any indirect, special, consequential, or punitive damages.

5.3 Force Majeure

5.3.1 As used in this Agreement, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or wrongdoing."

5.3.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event ("Affected Party") shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, the expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep

the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by Rule that the Rule does not permit the Parties to mutually waive.

5.4 Default

5.4.1 A Party is in default if the Party fails to perform an obligation required under this Agreement (other than the payment of money). A Party is not considered in default of this agreement if the failure to perform an obligation is caused by an act or omission of the other Party.

5.4.2 Upon a default, the non-defaulting Party must give written notice of the default to the defaulting party. The defaulting party has sixty (60) calendar days from the receipt of the written default notice to cure the default. If the default is not capable of cure within the 60-day period, the defaulting Party must begin to cure the default within twenty (20) calendar days after receipt of the written default notice, and must continuously and diligently complete the cure within six (6) months of the receipt of the notice.

5.4.3 If a default is not cured as provided for in 5.4.2, then the non-defaulting Party is entitled to terminate the Agreement by written notice at any time until cure occurs. If the non-defaulting Party chooses to terminate this Agreement, the termination provisions in Article 3.3 apply. Alternately, the non-defaulting Party is entitled to seek dispute resolution with the Commission in lieu of termination.

Article 6. Insurance

General Liability Insurance is not required as a part of the Agreement if the Net Metering Facility is in compliance with the Rule and the safety standards contained in the Rule.

Article 7. Dispute Resolution

7.1 Nothing in this Article shall restrict the rights of any Party to file a Complaint with the Commission under relevant provisions of the Rule and applicable state law.

7.2 Pursuit of dispute resolution may not affect Customer-Generator with regard to consideration of an Interconnection Request or Customer-Generator's queue position.

Article 8. Miscellaneous

8.1 Governing Law, Regulatory Authority and Rules

The validity, interpretation, and enforcement of this Agreement is governed by the laws of the State of Utah. If any provision of this Agreement conflicts with any applicable provision, as may be amended from time to time, of the Utah Code (“Code”), Utah Administrative Rules (“Rules”), or Rocky Mountain Power’s Tariffs (“Tariff”), then the applicable provision of the Code, Rules, or Tariff controls. Rocky Mountain Power must provide copies of the applicable provisions of the Code, Rules, and Tariff upon the Customer-Generator’s request.

8.2 Amendment

The Parties may amend the Agreement by a written instrument duly executed by both Parties in accordance with the provisions of the Rule and applicable Commission Orders and provisions of the laws of the State of Utah.

8.3 No Third Party Beneficiaries

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, or where permitted, their successors in interest or their assigns.

8.4 Waiver

8.4.1 The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement, will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

8.4.2 The Parties may agree to mutually waive a Section of this Agreement without the Commission’s approval in accordance with the Rule.

8.4.3 Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a wavier with respect to any other failure to comply with any other obligation, right, or duty of the Agreement. Any request for waiver of the Agreement or any provisions thereof shall be provided in writing.

8.5 Entire Agreement

The Agreement, including any supplementary attachments that may be necessary, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party’s compliance with its obligations under the Agreement.

8.6 Multiple Counterparts

This document may be executed in one or more counterparts, whether electronically or otherwise, and each counterpart shall have the same force and effect as an original document and as if all the Parties had signed the same document.

8.7 No Partnership

The Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

8.8 Severability

If any provision or portion of the Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of the Agreement shall remain in full force and effect.

8.9 Subcontractors

Nothing in the Agreement shall prevent a Party from using the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in the Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under the Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of the Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of the subcontractor.

8.9.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under the Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by the Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

8.9.2 The obligations under this Article will not be limited in any way by any limitation of a subcontractor's insurance.

Article 9. Notices and Records

9.1 General

Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, sent by first class mail, postage prepaid, or by electronic mail if an electronic mail address is provided below to the person specified below:

If to Customer-Generator:

Customer-Generator: _____
Attention (if applicable): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____ Fax: (____) _____
Email: _____

If to Rocky Mountain Power:

By Mail:
Rocky Mountain Power
Attention: Net Metering Group
P.O. Box 25308
Salt Lake City, UT 84125-0308
Phone: (888) 221-7070

Or

By email:
netmetering@pacificorp.com

9.2 Records

Rocky Mountain Power will maintain a record of all Interconnection Agreements and related Attachments, if any, for as long as the interconnection is in place. Rocky Mountain Power will provide a copy of these records to Customer-Generator within fifteen (15) Business Days upon written request.

9.3 Billing and Payment

Billings and payments shall be sent to the addresses below (complete if different from Section 9.1 above):

If to Customer-Generator:

Customer-Generator: _____
Attention (if applicable): _____
Address: _____
City: _____ State: _____ Zip: _____

9.4 Designated Operating Representative

The Parties will designate an operating representative each to conduct the communications that may be necessary or convenient for the administration of the operations provisions of the

Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different from Section 9.1 above):

Customer-Generator's Operating Representative:

Name: _____
Attention (if applicable): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____ Fax: (____) _____
Email: _____

9.5 Changes to the Notice Information

Either Party may change this notice information by giving five (5) business days written notice prior to the effective date of the change.

Article 10. Signatures

IN WITNESSETH WHEREOF, the Parties have caused the Agreement to be executed by their respective duly authorized representatives.

For Rocky Mountain Power:

By: _____
Name: _____
Title: _____
Date: _____

For the Customer Generator:

By: _____
Name: _____
Title: _____
Date: _____

Appendix A
Minor Modifications

Appendix B
Substantial Modifications

APPENDIX C

**ROCKY MOUNTAIN POWER UTAH NET METERING APPLICATION
LEVEL 3 REVIEW
CAPACITY OF 2 MW OR LESS**

Section 1: For Rocky Mountain Power Use Only
Customer-Generator Name: _____
Service Address: _____
City, State, Zip: _____
Customer Account No. and Request No. _____
Customer Phone Nos. _____
Interconnection Agreement Received (Date): _____
Rocky Mountain Power Inspection Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No
Application fee: \$ _____ Date Paid _____

Section 2: To Be Completed By Customer-Generator
A. Applicant Information
Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Street Address (if different from above): _____
City: _____ State: _____ Zip Code: _____
Daytime Phone: (____) _____ Fax: (____) _____
Email: _____
B. System Information
System Type: <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Hydro <input type="checkbox"/> Other (Specify): _____
Generation Nameplate Capacity: _____ kW (Combine DC total of wind turbines, solar panels, etc. or AC rating if an inverter is not utilized)
Inverter Manufacture: _____ Model: _____ Number of Inverters: _____ Rating: _____ kW
Manufacturer Nameplate Inverter Total AC Capacity Rating: _____ kW
Inverter(s): <input type="checkbox"/> Single Phase <input type="checkbox"/> Three Phase <input type="checkbox"/> Multiple Single Phase Connected on Poly-phase (three phase) system – (Attach Inverter and Panel Technical Specifications Sheets)

Type: Induction Inverter Synchronous _____ Other

Type of Service: Single Phase Three Phase

If Three Phase Transformer, Indicate Type: Wye Delta

Other Information: _____

Self Contained Location: _____

Outdoor Manual AC Disconnect Switch Location (show Disconnect Switch and Rocky Mountain Power Meter Location on Site Plan), unless exempt under Utah Administrative Rule 746-312-4(2): _____

System Location (show all protective devices on One Line Diagram): _____

One Line Diagram Attached: Yes No Site Plan Attached: Yes No

Installation Test Plan attached: Yes No

Anticipated Operational Date of Net Metering Facilities: _____
(Rocky Mountain Power must be notified at least ten (10) business days prior to starting operation.)

Current short circuit interrupting capability of interconnection distribution circuit: _____

(A Rocky Mountain Power Engineer may contact you for additional information)

C. Application Fees

\$	100.00	Base
+ \$	_____	\$2.00 x _____ kW of net metering facility's capacity
\$	=====	TOTAL APPLICATION FEE

D. Electrical Code Inspection

The System referenced above satisfies applicable electrical code requirements.

Inspector Name (Print): _____

Signed (Inspector): _____

(In lieu of the signature of the Inspector, a copy of the final Inspection Certificate may be attached)

Date: _____ Municipality: _____

E. Additional Information

1. An equipment package will be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable IEEE and UL 1741 standards in the Rule.
2. If the equipment package has been tested and listed as an integrated package, which includes a generator or other electric source, the equipment package will be deemed certified, and Rocky

- Mountain Power will not require any further design review, testing or additional information.
3. If the equipment package includes only the interface components (switchgears, inverters, or other interface devices), an interconnection applicant must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified and Rocky Mountain Power will not require further design review, testing or additional equipment.
 4. A net metering facility must be equipped with metering equipment that can measure the flow of electricity in both directions, comply with ANSI C12.1 standards and Utah Administrative Rule R746-312. Rocky Mountain Power will install the required metering equipment at Rocky Mountain Power's expense.
 5. Customer-Generator must post signage indicating on-site generation in accordance with NEC 110.22 and 430.102. The signage must be permanent and located adjacent to the meter base and disconnect switch noting "Parallel Generation on Site" and identifying the manual disconnect switch with the words "Manual Disconnect for Parallel Generation." The sign shall be of sufficient durability to withstand the environment involved.
 6. Rocky Mountain Power will not be responsible for the cost of determining the rating of equipment owned by the customer-generator or of equipment owned by other local customers.
 7. Customer-Generator may operate the Net Metering Facility temporarily for testing and obtaining inspection approval. Customer-Generator shall not operate the Net Metering Facility in continuous parallel without an executed Interconnection and Net Metering Service Agreement, and approval from Rocky Mountain Power.
 8. Customer-generator will pay to Rocky Mountain Power at the time of application the applicable Application fee of \$100.00 plus \$2.00 per kilowatt of the net metering facility's capacity; and costs of modifications or additional review as set forth in Utah Administrative Rule R746-312.

F. Customer-generator Acknowledgment

I certify that the information provided in this Application is true. I will provide Rocky Mountain Power a copy of the signed government electrical inspection approval document when obtained, if not already provided with this Application.

I agree to abide by the terms of this Application and I agree to notify Rocky Mountain Power thirty (30) days prior to modification or replacement of the System's components or design. Any such modification or replacement may require submission of a new Application to Rocky Mountain Power.

I agree not to operate the Net Metering Facility in parallel with Rocky Mountain Power, except temporarily for testing and obtaining inspection approval, until this Application is approved by Rocky Mountain Power, until this agreement is signed by both parties, and until I have provided Rocky Mountain Power with at least ten (10) days notice of anticipated start date.

Customer-Generator or Applicant: _____ Date: _____

Please send completed application to:

Rocky Mountain Power
Net Metering Group
Attention: Robyn Eley
P.O. Box 25308
Salt Lake City, UT 84125-0308
Phone: (888) 221-7070

or

Please scan the completed application and email to:

netmetering@pacificorp.com

Section 3. To be completed by Installation Contractor (if available)

Installation Contractor Information/Hardware and Installation Compliance

Installation Contractor (Company Name): _____

Contractor's License No.: _____ Proposed Installation Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ Email: _____

For inverter-controlled system, meets IEEE Standards and UL 1741 Inverters, Converters, and
Controllers for use in Independent Power Systems as set forth in the Rule: Yes No

For induction or synchronous device, meets IEEE Standard 1547 and IEEE/ANSI Standard C37.90 requirements
as set forth in the Rule: Yes No

If Photovoltaic System, the proposed System hardware is in compliance with *Underwriters Laboratories (UL) 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems; UL 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels; and IEEE 1262-1995, IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules.*

If Photovoltaic System, System must be installed in compliance with IEEE Standards, Recommended Practice for Utility Interface of Photovoltaic Systems. All System types must be installed in compliance with applicable requirements of local electrical codes, Rocky Mountain Power and the National Electrical Code® (NEC) and must use a non-islanding inverter.

The System must include a manual, lockable, load-break (disconnect) switch, unless exempt under Utah Administrative Rule 746-312-4(2), accessible at all times to Rocky Mountain Power personnel and located within 10 feet of Rocky Mountain Power's meter. The disconnect switch may be located more than 10 feet from Rocky Mountain Power's meter if permanent instructions are posted at the meter indicating the precise location of the disconnect switch. Rocky Mountain Power must approve the location of the disconnect switch prior to the installation of the net metering facility.

If the Net Metering Facility is designed to provide uninterruptible power to critical loads, either through energy storage, back-up generator, or the generation source, the Net Metering Facility will include a parallel blocking scheme for this backup source. This function may be integral to the inverter manufacturer's packaged system.

Does the Net Metering Facility include a parallel blocking scheme: Yes No

Signed (Contractor): _____ **Date:** _____

Name (Print): _____

Section 4. To be completed by Rocky Mountain Power:

A. If approving the application:

Rocky Mountain Power does not, by approval of this Application, assume any responsibility or liability for damage to property or physical injury to persons. Further, this Application does not constitute a dedication of the owner's System to Rocky Mountain Power electrical system equipment or facilities.

Customer-Generator entered into an Interconnection and Net Metering Service Agreement with Rocky Mountain Power on the ____ day of _____, 20__.

Customer-Generator satisfactorily passed Commissioning Tests on the ____ day of _____, 20__.

(Rocky Mountain Power may waive Commissioning Tests at its option; if tests are waived initial here ____)

This Application is approved by Rocky Mountain Power on this ____ day of _____, 20__

Rocky Mountain Power Representative Name (Print):

Signed (Rocky Mountain Power Representative): _____ Date: _____

B. If denying the application:

This application is denied by Rocky Mountain Power on this ____ day of _____, 20__ for the following reason(s): _____

Rocky Mountain Power Representative Name (Print): _____

Signed (Rocky Mountain Power Representative): _____ Date: _____

Section 5. To be completed by Rocky Mountain Power Meterman

Customer Account No. _____ Site ID No. : _____

Served from Facility Point No.: _____

New Net Meter No.: _____ Date net meter installed: _____

Manual disconnect device in proper location and permanent signage in place: Yes No

Signature/Title: _____ Date: _____