

**ROCKY MOUNTAIN POWER
INTERCONNECTION FACILITIES STUDY AGREEMENT
LEVEL 3 NET METERING INTERCONNECTION REVIEW**

This Interconnection Facilities Study Agreement (“Agreement”) is made and entered into this ____ day of _____ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Customer-Generator”) and PacifiCorp, dba Rocky Mountain Power, a Corporation existing under the laws of the State of Utah (“Rocky Mountain Power”). 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 and own 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 Utah Public Service Commission (“Commission”), on Customer-Generator’s premises located at _____ 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; and

Whereas, Customer-Generator is proposing to interconnect to the Rocky Mountain Power’s distribution system, consistent with the Application completed on _____.

Now, therefore, the Parties agree:

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

1.1 **Scope**

The Agreement establishes standard terms and conditions under which Rocky Mountain Power will perform an Interconnection Facilities Study on Customer-Generator’s Net Metering Facility. Additions, deletions or changes to the standard terms and conditions of an Interconnection Facilities Study Agreement will not be permitted unless the Parties mutually agree upon them or if required by law.

1.2 Applicability

Interconnection facilities studies may be performed on all Level 3 review applications for interconnection for Net Metering facilities, pursuant to Utah Administrative Rule 746-312-10.

1.3 Governing Law

As amended from time to time, the Utah Code (“Code”), the Utah Administrative Rules (“Rules”), and Rocky Mountain Power’s Utah tariffs on file with the Commission (“Tariffs”) are incorporated by reference and regulate this Agreement. In the event of any conflict between this Agreement and the Code, Rules and Rocky Mountain Power Tariffs (collectively “Governing Law”), the Governing Law shall control. Rocky Mountain Power shall furnish applicable provisions of the Code, Rules, and its Tariffs upon request from Customer-Generator.

1.4 Definitions

All capitalized terms not defined within this Agreement shall have the definitions established in the Code, Rules or Rocky Mountain Power’s Tariffs. In the event of a conflict between the Code, Rules, and Rocky Mountain Power’s Tariffs, the Code or Rules shall control.

Article 2. Responsibilities of the Parties

2.1 Interconnection Facilities Study

2.1.1 Rocky Mountain Power shall conduct an Interconnection Facilities Study of Customer-Generator’s proposed Net Metering Facility to identify the facilities necessary to safely interconnect the net metering facility to Rocky Mountain Power’s electric distribution system. Rocky Mountain Power shall propose a good faith, non-binding estimate of the cost of the facilities and the time required to install those facilities.

2.1.2 Customer-Generator shall forward to Rocky Mountain Power the amount of the good faith estimate, described in Article 4, prior to the commencement of the Interconnection Facilities Study.

2.2 Notification of Interconnection Facilities Study Results

Upon completion of the Interconnection Facilities Study, Rocky Mountain Power shall provide Customer-Generator with the results of the study and an executable interconnection agreement. The agreement must list the conditions and facilities necessary for the facility to safely interconnect to Rocky Mountain Power’s electric distribution system and must include a non-binding, good faith estimate of the cost of those facilities and the estimated time required to build and install those facilities.

Article 3. Effective Date, Term, Termination

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 this Agreement or by Order of the Commission.

3.3 Termination

This agreement will terminate upon completion of the Interconnection Facilities Study and receipt of payment from Customer-Generator for the cost of the Interconnection Facilities Study, by written agreement signed by both parties, or by Order of the Commission.

Article 4. Costs

4.1 Non-Binding Good Faith Estimate

Rocky Mountain Power estimates in good faith that the Interconnection Facilities Study performed pursuant to this Agreement will cost \$_____. This is a non-binding estimate.

4.2 Billing

Customer-Generator shall pay Rocky Mountain Power the amount of the good faith estimate prior to the Interconnection Facilities Study. Once the Facilities Study is completed, Rocky Mountain Power will determine the actual cost of the study. If the actual cost of the Facilities Study exceeds the amount of the good faith estimate paid by Customer-Generator, then Rocky Mountain Power will invoice Customer-Generator for the difference and Customer-Generator shall pay such invoice within 30 days of receipt. If the actual cost of the Facilities Study was less than the good faith estimate paid by Customer-Generator, then Rocky Mountain Power will refund the difference to Customer-Generator.

Article 5. Miscellaneous

5.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Utah, without regard to its conflicts of law principles. The Agreement is subject to all applicable laws. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any law, orders or regulations of a governmental authority.

5.2 Amendment

The Parties may amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of the Utah Code, Utah Administrative Rules and applicable Commission Orders.

5.3 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 and their assigns.

5.4 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.

5.5 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.

5.6 Eligibility

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;

Article 6. Notices and Records

6.1 General

Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement (“Notice”) 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

6.2 Records

Rocky Mountain Power will maintain a record of the Interconnection Facilities Study Agreement and related attachments, if any for as long as the net metering arrangement is in place. Rocky Mountain Power will provide a copy of these records to Customer-Generator within fifteen (15) business days upon written request.

6.3 Designated Operating Representative

The Parties will designate one 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 6.1 above):

Customer-Generator's Operating Representative:

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

Rocky Mountain Power's Operating Representative:

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

6.4 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 7. Signatures

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

For Rocky Mountain Power:

Name: _____

Title: _____

Date: _____

For the Customer-Generator:

Name: _____

Title: _____

Date: _____