

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

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In the Matter of Rocky Mountain Power's  
Proposed Electric Service Schedule No. 34,  
Renewable Energy Tariff

DOCKET NO. 16-035-T09  
ORDER MEMORIALIZING BENCH  
RULING APPROVING  
SETTLEMENT STIPULATION

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ISSUED: August 18, 2016

On June 17, 2016, PacifiCorp, dba Rocky Mountain Power in Utah (PacifiCorp), filed Advice Letter 16-08, requesting approval of proposed Schedule No. 34, Renewable Energy Purchases for Qualified Customers – 5,000 kW and Over (Schedule 34), pursuant to newly enacted Utah Code Ann. § 54-17-806.<sup>1</sup> Thereafter, Salt Lake City Corporation (Salt Lake City), Wal-Mart Stores, Inc. (Wal-Mart), Enyo Renewable Energy, LLC, Utah Clean Energy (UCE), Park City Municipal, Interwest Energy Alliance, the Utah Association of Energy Users (UAE), the University of Utah, and Ellis-Hall Consultants, LLC each requested and were granted intervention. On August 11, 2016, PacifiCorp filed a Settlement Stipulation (Stipulation) executed by PacifiCorp, the Division of Public Utilities (Division), the Office of Consumer Services (Office), UAE, and Wal-Mart (Stipulating Parties). The Stipulation is attached as an appendix to this Order.

On August 17, 2016, the Commission held hearings on the Stipulation. During the hearing on the merits, representatives of PacifiCorp, the Division, the Office, and Wal-Mart provided sworn testimony in support of the Stipulation; UAE stated through counsel that it supports the Stipulation. UCE testified it did not sign the Stipulation because of the reference to

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<sup>1</sup> Schedule 34 governs the contract guidelines for PacifiCorp to acquire renewable energy on behalf of qualified customers.

fixed costs in paragraph 2 (Conditions of Service) of Schedule 34 but it does not oppose the Stipulation. Park City's representative testified she was unable to sign the Stipulation due to the expedited schedule that did not match the city council's schedule but she does not oppose it. No party opposed the Stipulation. At the conclusion of the public witness hearing, during which only one person testified and urged the Commission to adopt Schedule 34 and no other public comment was offered, the Commission issued a bench ruling approving the Stipulation. This Order memorializes that ruling.

The Stipulation is the product of mutual negotiation involving numerous parties with substantial interests. Accordingly, and consistent with the bench ruling we issued at the conclusion of the public witness hearing, we find the record before us supports the Stipulating Parties' representations that approving the Stipulation is in the public interest and just and reasonable in result. Having reviewed the Application, filed testimony, the Stipulation, and the evidence presented at hearing, and there being no opposition, the Commission concludes that approving the Stipulation is just, reasonable and in the public interest, and is consistent with Utah Code Ann. § 54-17-806.

### **ORDER**

For the reasons discussed above, we approve the Stipulation and Schedule No. 34 as filed with the Stipulation.

DOCKET NO. 16-035-T09

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DATED at Salt Lake City, Utah, August 18, 2016.

/s/ Thad LeVar, Chair

/s/ David R. Clark, Commissioner

/s/ Jordan A. White, Commissioner

Attest:

/s/ Gary L. Widerburg  
Commission Secretary  
DW#288695

Notice of Opportunity for Agency Review or Rehearing

Pursuant to §§ 63G-4-301 and 54-7-15 of the Utah Code, an aggrieved party may request agency review or rehearing of this Order by filing a written request with the Commission within 30 days after the issuance of this Order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the Commission does not grant a request for review or rehearing within 20 days after the filing of the request, it is deemed denied. Judicial review of the Commission's final agency action may be obtained by filing a petition for review with the Utah Supreme Court within 30 days after final agency action. Any petition for review must comply with the requirements of §§ 63G-4-401 and 63G-4-403 of the Utah Code and Utah Rules of Appellate Procedure.

CERTIFICATE OF SERVICE

I CERTIFY that on August 18, 2016, a true and correct copy of the foregoing was delivered upon the following as indicated below:

By Electronic-Mail:

PacifiCorp  
Data Request Response Center ([datarequest@pacificorp.com](mailto:datarequest@pacificorp.com))

Robert C. Lively ([bob.lively@pacificorp.com](mailto:bob.lively@pacificorp.com))  
Yvonne Hogle ([yvonne.hogle@pacificorp.com](mailto:yvonne.hogle@pacificorp.com))  
Daniel Solander ([daniel.solander@pacificorp.com](mailto:daniel.solander@pacificorp.com))  
Rocky Mountain Power

Gary A. Dodge ([gdodge@hjdllaw.com](mailto:gdodge@hjdllaw.com))  
Kevin Higgins ([khiggins@energystrat.com](mailto:khiggins@energystrat.com))  
Neal Townsend ([ntownsend@energystrat.com](mailto:ntownsend@energystrat.com))  
Utah Association of Energy Users

Megal J. DePaulis ([megan.depaulis@slcgov.com](mailto:megan.depaulis@slcgov.com))  
Vicki Bennett ([vicki.bennett@slcgov.com](mailto:vicki.bennett@slcgov.com))  
Tyler Paulson ([tyler.poulson@slcgov.com](mailto:tyler.poulson@slcgov.com))  
Salt Lake City Corporation

Vicki M. Baldwin ([vbaldwin@parsonsbehle.com](mailto:vbaldwin@parsonsbehle.com))  
Steve W. Chriss ([stephen.chriss@wal-mart.com](mailto:stephen.chriss@wal-mart.com))  
Wal-Mart

Stephen F. Mecham ([sfmecham@gmail.com](mailto:sfmecham@gmail.com))  
Enyo Renewable Energy, LLC

Sophie Hayes ([sophie@utahcleanenergy.com](mailto:sophie@utahcleanenergy.com))  
Utah Clean Energy

Ann Ober ([ann.ober@parkcity.org](mailto:ann.ober@parkcity.org))  
Luke Cartin ([luke.cartin@parkcity.org](mailto:luke.cartin@parkcity.org))  
Park City Municipal Corporation

William T. Evans ([wevans@utah.gov](mailto:wevans@utah.gov))  
University of Utah

Ellis-Hall Consultants, LLC ([mail@ehc-usa.com](mailto:mail@ehc-usa.com))

DOCKET NO. 16-035-T09

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Erika Tedder ([etedder@utah.gov](mailto:etedder@utah.gov))  
Division of Public Utilities

Patricia Schmid ([pschmid@utah.gov](mailto:pschmid@utah.gov))  
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Rex Olsen ([rolsen@utah.gov](mailto:rolsen@utah.gov))  
Robert Moore ([rmoore@utah.gov](mailto:rmoore@utah.gov))  
Assistant Utah Attorneys General

By Hand Delivery:

Office of Consumer Services  
160 East 300 South, 2<sup>nd</sup> Floor  
Salt Lake City, Utah 84111

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Administrative Assistant

DOCKET NO. 16-035-T09

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**ATTACHMENT A – SETTLEMENT STIPULATION**

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

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In the Matter of Rocky Mountain Power's	)	
Proposed Electric Service Schedule	)	DOCKET NO. 16-035-T09
No. 34, Renewable Energy Tariff	)	
	)	<b>SETTLEMENT STIPULATION</b>
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This Settlement Stipulation ("Stipulation") is entered into by and among the parties whose signatures appear on the signature pages hereof (collectively referred to herein as the "Parties" and individually as a "Party").

1. After reviewing testimony filed in this docket, the Parties began settlement discussion on August 5, 2016. Comments and revised drafts of Schedule 34 and this Stipulation have been circulated to intervening parties for review and comment. This Stipulation has been entered into by the Parties after consideration of the views of all intervening parties expressed during that process. No intervening party has indicated that it intends to oppose this Stipulation.

2. The Parties represent that this Stipulation is just and reasonable in result. The Parties recommend that the Public Service Commission of Utah ("Commission") approve the Stipulation and all of its terms and conditions. The Parties request that the Commission make findings of fact and reach conclusions of law based on the evidence and on this Stipulation and issue an appropriate order thereon.

## **BACKGROUND**

3. On June 17, 2016, Rocky Mountain Power (“Company” or “Rocky Mountain Power”) filed Advice No. 16-08 for approval of a new tariff, Schedule 34, Renewable Energy Tariff.

4. Generally, Schedule 34 provides qualifying customers an option to contract with the Company to have renewable energy purchased on their behalf. Implementation of Schedule 34 is authorized pursuant to Utah Code Ann. § 54-17-806 (“RET Law”) consistent with the recently enacted Sustainable Transportation and Energy Plan legislation, if the Commission determines it is reasonable and in the public interest. The proposed Schedule 34, as reflected in this Stipulation, is consistent with the RET Law.

5. On June 17, 2016, the Commission issued its action request to the Division of Public Utilities (“DPU”), and on June 20, 2016, the Commission issued the Notice of Scheduling Conference.

6. On June 27, 2016, the Commission issued its Scheduling Order, Notice of Hearing, and Notice of Public Witness Hearing.

7. On July 22, 2016, a Technical Conference was held, at which the Company presented information related to the Program, and responded to questions from interested parties.

8. In addition to the DPU and the Office of Consumer Services (“OCS”), Utah Clean Energy, Wal-Mart Stores, Inc., Enyo Renewable Energy, LLC, and Park City Municipal filed direct testimony on July 28, 2016.



9. The Parties have now reached agreement as specified herein on the proposed Schedule 34 and respectfully request approval of the terms and conditions in this Stipulation.

10. The Stipulation is intended to resolve all of the issues in this case, in accordance with its respective terms and conditions.

11. On August 8, 2016, at the request of the Parties, the Commission issued a Second Amended Scheduling Order, Notice of hearing, and Notice of Public Witness Hearing, suspending rebuttal testimony and reserving August 17, 2016 as the hearing and public witness date for consideration of the Stipulation.

#### **SETTLEMENT TERMS**

For purposes of this Stipulation, the Parties agree and recommend the Commission approve the following:

12. Attachment 1, attached hereto, contains the Schedule 34 tariff sheets that the Parties support and ask the Commission to approve. Attached hereto as Attachment 2 is a compared version of the new Schedule 34 tariff sheets showing changes from the initial proposed tariff sheets filed by the Company with its Application in this docket.

13. Without changing or affecting any of the language in Attachment 1, the attached Schedule 34 tariff sheets include the following concepts,

- a. Any customer whose total aggregated electric load is at least 5,000 kW, based on annual peak load, may take service under Schedule 34, which allows the Company to acquire renewable energy on a customer's behalf under a contract approved by the Commission. A customer may aggregate multiple

metered delivery points under a single corporate entity to satisfy the 5,000 kW threshold, based on annual peak load at all delivery points.

b. Rates under a contract for service under Schedule 34 will be based upon the Customer's normal tariff rate as specified in the applicable Electric Service Schedule (which may include a special contract as described in Electric Service Regulation 3(3)), administrative fees, and either (1) an incremental charge equal to the difference between the cost to the Company to supply renewable generation to the customer and the Company's avoided costs, or (2) an amount based on a different method set forth in the customer contract and approved by the Commission.

c. Commission approval of a customer contract that utilizes a different pricing method as referenced in Section 13.b.(2), above, shall be based on a finding that the contract is just and reasonable and in the public interest. Evaluation of the "public interest" shall include consideration of any issues the Commission determines to be relevant, which may include, but not be limited to, contributions to system fixed costs and, for a customer other than a new customer or an existing customer expanding its load, will include consideration of the costs of existing Company facilities.

d. A customer contract for service under Schedule 34 must include service termination provisions obligating the Customer to continue to pay all of the costs of the renewable energy resource(s) acquired by the Company on the Customer's behalf if the customer contract is terminated early and a cost

obligation related to the renewable energy resource(s) continues beyond the termination.

e. A non-refundable application fee of \$5,000.00 from each customer requesting service under Schedule 34 will be charged as a partial offset to the costs related to the preparation of the contract.

14. Within 12 months after the approval of this stipulation, the DPU shall report to the Commission concerning whether changes to the tariff are advisable. The DPU's report shall be made only after having consulted with the parties to this stipulation and seeking their input. Other parties will be given the opportunity to respond to the DPU's report. Future changes to the tariff may not affect any contract approved under Schedule 34 as it existed at the time of the contract's approval.

#### **GENERAL TERMS AND CONDITIONS**

15. Not all Parties agree that each aspect of this Stipulation is warranted or supportable in isolation. Utah Code Ann. §54-7-1 authorizes the Commission to approve a settlement so long as the settlement is just and reasonable in result. While the Parties are not able to agree that each specific component of this Stipulation is just and reasonable in isolation, all of the Parties agree that this Stipulation as a whole is just and reasonable in result and in the public interest.

16. All negotiations related to this Stipulation are confidential, and no Party shall be bound by any position asserted in negotiations. Except as expressly provided in this Stipulation, and in accordance with Utah Admin. Code R746-100-10.F.5, neither the execution of this Stipulation nor any Order adopting it shall be deemed to constitute an admission or acknowledgment by any Party of the validity or

invalidity of any principle or practice of regulatory accounting or ratemaking; nor shall they be construed to constitute the basis of an estoppel or waiver by any Party; nor shall they be introduced or used as evidence for any other purpose in a future proceeding by any Party except in a proceeding to enforce this Stipulation.

17. The Parties agree that no part of this Stipulation or the formulae and methodologies used in developing the same or a Commission Order approving the same shall in any manner be argued or considered as precedential in any future case except with regard to issues expressly called-out and intended to be resolved on an ongoing basis by this Stipulation. This Stipulation does not resolve and does not provide any inferences regarding, and the Parties are free to take any position with respect to any issues not specifically called-out and settled herein.

18. The Parties request that the Commission hold a hearing on this Stipulation. Rocky Mountain Power, the DPU, and the OCS each will, and other Parties may, make one or more witnesses available to explain and offer further support for this Stipulation.

19. The Parties shall support the Commission's approval of this Stipulation. As applied to the DPU and the OCS, the explanation and support shall be consistent with their statutory authority and responsibility.

20. The Parties agree that if any person challenges the approval of this Stipulation or requests rehearing or reconsideration of any order of the Commission approving this Stipulation, each Party will use reasonable efforts to support the terms and conditions of this Stipulation. As applied to the DPU and the OCS, the phrase "use reasonable efforts" means that they shall do so in a manner consistent

with their statutory authority and responsibility. In the event any person seeks judicial review of a Commission order approving this Stipulation, no Party shall take a position in that judicial review proceeding in opposition to the Stipulation.

21. Except with regard to the obligations of the Parties under the five immediately preceding paragraphs of this Stipulation, this Stipulation shall not be final and binding on the Parties until it has been approved without material change or condition by the Commission.


22. This Stipulation is an integrated whole, and any Party may withdraw from it if it is not approved without material change or condition by the Commission or if the Commission's approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any part of this Stipulation or imposes any material change or condition on approval of this Stipulation or if the Commission's approval of this Stipulation is rejected or materially conditioned by a reviewing court, the Parties agree to meet and discuss the applicable Commission or court order within five business days of its issuance and to attempt in good faith to determine if they are willing to modify the Stipulation consistent with the order. No Party shall withdraw from the Stipulation prior to complying with the foregoing sentence. If any Party withdraws from the Stipulation, any Party retains the right to seek additional procedures before the Commission, including presentation of testimony and cross-examination of witnesses, with respect to issues resolved by the Stipulation, and no party shall be bound or prejudiced by the terms and conditions of the Stipulation.

23. This Stipulation may be executed by individual Parties through two or more separate, conformed copies, the aggregate of which will be considered as an integrated instrument.

DATED this 11th day of August, 2016.


<p>UTAH OFFICE OF CONSUMER SERVICES</p> <hr/> <p><i>Michele Beck</i></p> <p>Michele Beck Director Office of Consumer Services 160 East 300 South, 2<sup>nd</sup> Floor Salt Lake City, UT 84114</p>	<p>ROCKY MOUNTAIN POWER</p> <hr/> <p>R. Jeff Richards Yvonne R. Hogle VP and General Counsel Rocky Mountain Power 1407 West North Temple, Suite 320 Salt Lake City, UT 84116</p>
<p>UTAH DIVISION OF PUBLIC UTILITIES</p> <hr/> <p>Chris Parker Utah Division of Public Utilities 160 East 300 South, 4<sup>th</sup> Floor Salt Lake City, UT 84114</p>	<p>UTAH ASSOCIATION OF ENERGY USERS</p> <hr/> <p>Gary Dodge Hatch James &amp; Dodge 10 West Broadway, Suite 400 Salt Lake City, Utah 84101</p>
<p>WALMART STORES, INC.</p> <hr/> <p>Vicki M. Baldwin Parsons, Behle &amp; Latimer 201 South Main Street, Suite 1800 Salt Lake City, Utah 84145-0898</p>	

DATED this 11th day of August, 2016.

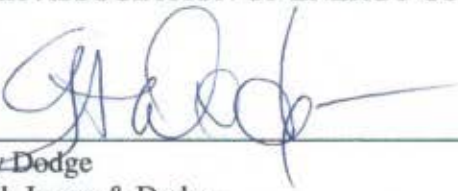
<p>UTAH OFFICE OF CONSUMER SERVICES</p> <hr/> <p>Michele Beck Director Office of Consumer Services 160 East 300 South, 2<sup>nd</sup> Floor Salt Lake City, UT 84114</p>	<p>ROCKY MOUNTAIN POWER</p> <hr/>  <p>R. Jeff Richards Yvonne R. Hogle VP and General Counsel Rocky Mountain Power 1407 West North Temple, Suite 320 Salt Lake City, UT 84116</p>
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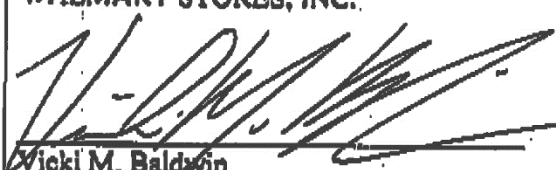
DATED this 11th day of August, 2016.

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<p>UTAH DIVISION OF PUBLIC UTILITIES</p> <hr/> <p> AP</p> <p>Chris Parker Utah Division of Public Utilities 160 East 300 South, 4<sup>th</sup> Floor Salt Lake City, UT 84114</p>	<p>UTAH ASSOCIATION OF ENERGY USERS</p> <hr/> <p>Gary Dodge Hatch James &amp; Dodge 10 West Broadway, Suite 400 Salt Lake City, Utah 84101</p>
<p>WALMART STORES, INC.</p> <hr/> <p>Vicki M. Baldwin Parsons, Behle &amp; Latimer 201 South Main Street, Suite 1800 Salt Lake City, Utah 84145-0898</p>	

DATED this 11th day of August, 2016.

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<b>WALMART STORES, INC.</b>  <hr/> <p>Vicki M. Baldwin Parsons, Behle &amp; Latimer 201 South Main Street, Suite 1800 Salt Lake City, Utah 84145-0898</p>	

DATED this 11th day of August, 2016.

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<b>UTAH DIVISION OF PUBLIC UTILITIES</b>  <hr/> <b>Chris Parker</b> Utah Division of Public Utilities 160 East 300 South, 4 <sup>th</sup> Floor Salt Lake City, UT 84114	<b>UTAH ASSOCIATION OF ENERGY USERS</b>  <hr/> <b>Gary Dodge</b> Hatch James & Dodge 10 West Broadway, Suite 400 Salt Lake City, Utah 84101
<b>WALMART STORES, INC.</b>  <hr/> <b>Vicki M. Baldwin</b> Parsons, Behle & Latimer 201 South Main Street, Suite 1800 Salt Lake City, Utah 84145-0898	

**ROCKY MOUNTAIN POWER**  
**ELECTRIC SERVICE SCHEDULE NO. 34**  
**STATE OF UTAH**

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**Renewable Energy Purchases for Qualified Customers – 5,000 kW and Over**

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**PROVISION:** This Schedule governs contract guidelines for the Company to acquire renewable energy on behalf of qualified Customers, pursuant to Utah Code Annotated § 54-17-806.

**AVAILABILITY:** At any point on the Company's interconnected system where there are facilities of adequate capacity.

**APPLICATION:** To Customers in all territory served by the Company in the state of Utah whose total aggregated electric load is at least 5,000 kW, based on annual peak load. A Customer may aggregate multiple metered delivery points under a single corporate entity to satisfy the 5,000 kW threshold, based on annual peak load at each delivery point. Annual peak load will be based on the Customer's highest Demand reading during the prior 12-month period or its reasonably projected Demand including planned load expansions in the subsequent 12-month period. For new Customers, annual peak load will be based on the Customer's Contract Demand, to be reached within a ramp-up period of 36-months or such other period approved by the Commission.

**MONTHLY BILL:** As approved by the Commission, Customers taking service under this schedule shall be subject to all charges and rates specified in the Customer contract pursuant to Conditions of Service section 1.c., plus the monthly Administrative Fees, and any other charges specified in the Customer contract.

<b>Administrative Fee:</b>	<b>\$110 per generation source, and \$150 for the first Delivery Point, and \$50 per any additional Delivery Points</b>
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**CONDITIONS OF SERVICE:**

1. A contract is required for each Customer taking service under this Schedule. The Customer contract is subject to approval by the Commission.
  - a. The Customer contract will provide delivery of electricity to the Customer by the Company from one or more renewable energy resources. See Conditions of Service paragraph 4, below, for eligible renewable energy resources criteria.

**ELECTRIC SERVICE SCHEDULE NO. 34 - Continued**

- b. The maximum amount of renewable energy to be acquired on behalf of a Customer hereunder shall be based upon the reasonably projected annual amount of energy to be consumed by the Customer, based on known and sound forecast methods typically used by the Company for large customers. Any energy output that exceeds the Customer's usage on an annual basis will be compensated at the Company's then-current Schedule 37 avoided costs for the relevant resource type. The Customer contract may provide that, if the amount of such excess energy averaged over a reasonable time period exceeds the size limitations of Schedule 37, an alternative price using Schedule 38 considerations will apply prospectively to such excess energy.
  - c. The Customer contract will include rates calculated in compliance with Utah Code Annotated § 54-17-806. Under the Customer contract the Customer shall pay:
    - i. the Customer's normal tariff rate as specified in the applicable Electric Service Schedule (which may include a special contract as described in Electric Service Regulation 3(3)),
    - ii. administrative fees, and;
    - iii. either,
      - 1. an incremental charge equal to the difference between the cost to the Company to supply renewable generation to the Customer and the Company's avoided costs as defined in Utah Code Annotated § 54-2-1(1), or
      - 2. an amount based on a different method set forth in the Customer contract and approved by the Commission.
  - d. The Customer contract will contain service termination provisions obligating the Customer to continue to pay all of the costs of the renewable energy resource(s) acquired by the Company on the Customer's behalf in the event the Customer contract is terminated early and a cost obligation related to the renewable energy resource(s) continues beyond the termination. At the discretion of the Company, a Customer with multiple delivery points shall have the option to transfer the renewable energy contract obligation of one delivery point to a new or existing delivery point within the Company's service territory without termination fees.
  - e. The Customer shall be required to provide adequate credit assurances.
  - f. The Customer contract may specify the consequences if a new Customer fails by the end of the ramp up period described in the Application section to meet the 5,000 kW eligibility requirement for participation under this Schedule.
  - g. The Customer contract shall address the extent to which rate adjustments identified in Electric Service Schedule 80, including but not limited to the Energy Balancing Account in Electric Service Schedule 94, will apply to the Customer.
2. Approval by the Commission of an amount calculated using a different method identified in Condition of Service 1.c.iii.2 shall be based on a finding that the contract is just and reasonable and in the public interest. Evaluation of the contract shall include consideration of

**ELECTRIC SERVICE SCHEDULE NO. 34 - Continued**

any issues the Commission determines to be relevant, which may include, but not be limited to, contribution to system fixed costs, if any. For a Customer other than a new Customer or an existing Customer expanding its load, evaluation of the “public interest” will include consideration of the costs of existing Company facilities.

3. At the request of a Customer, the Company may agree to enter into a new contract with another customer to accommodate a transfer of the Customer’s rights and obligations with respect to a renewable energy resource to another Customer, subject to Commission approval of the new contract.
4. The following provisions set out the criteria for renewable energy resources eligible under this schedule:
  - a. A generation facility that derives its energy from a renewable energy source as defined in Utah Code Annotated § 54-17-601. The renewable resource may be owned by the Company, the Customer or any other person or entity(ies), provided that the Company will enter into a contract under reasonable terms and conditions to buy output from renewable energy resources owned by others.
  - b. Renewable energy credits (RECs) associated with renewable energy delivered under this Schedule will be deposited into an account maintained by or on behalf of the Customer, and will be retired. If specified in the contract, unbundled RECs can be acquired in the marketplace by the Company on behalf of the Customer at the Customer’s expense to allow the Customer to meet its renewable energy goals during time periods when a Customer’s electrical usage is ramping up to full intended levels or the Customer is in the process of attempting to secure renewable resources.
  - c. Renewable resources eligible for contract under this Schedule must not already be included in the Company’s rates.
  - d. The Company will take physical delivery of output from the renewable energy facility and will provide electric service to the Customer.
5. The Company will require a nonrefundable application fee of \$5,000.00 from each Customer requesting service under this Schedule, as a partial offset to the Company’s costs related to the preparation of a contract for review by the Commission, which fee shall not be refunded whether a contract is ultimately executed. For purposes of application of this fee, one application fee will be assessed on a Customer aggregating multiple points of delivery.

**ELECTRIC SERVICE REGULATIONS:** Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of Utah, including future applicable amendments, will be considered as forming a part of, and be incorporated in said Agreement.

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Advice No. 16-08

**FILED:** August 11, 2016

**EFFECTIVE:** August 31, 2016