

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”), and PacifiCorp, dba Rocky Mountain Power (“Rocky Mountain Power”), a Corporation organized and existing under the laws of the State of Oregon. Customer and Rocky Mountain Power each may be referred to as a “Party”, or collectively as the “Parties”.

**Recitals:**

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

**Whereas**, Customer represents to Rocky Mountain Power that Customer either owns or leases its Net Metering Facility qualifying for 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 desires to interconnect the Net Metering Facility with Rocky Mountain Power’s distribution system consistent with the Application completed by Customer on \_\_\_\_\_, 20\_\_\_\_, as described in as described in Appendix C (“Application”) of this Agreement; and

**Whereas**, Customer, 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****

1.2

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.utah.gov](http://www.psc.utah.gov). 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.

### **1.3     **Definitions****

Terms with initial capitalization, when used in this Agreement, shall have the meanings indicated or as specified in the Rule Section R746-312-2 and, to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

### **1.3     **Power Purchase****

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

### **1.4     **Other Agreements****

Nothing in this Agreement is intended to affect any other agreement between Rocky Mountain Power and Customer 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.

### **1.5     **Responsibilities of the Parties****

**1.5.1** The Parties shall perform all obligations of the Agreement in accordance with all applicable laws and regulations.

**1.5.2** Customer 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.

**1.5.3** 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 Common Coupling. 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, including but not necessarily limited to R746-312-4.

**1.5.4** Customer is responsible for protecting the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on Rocky Mountain Power’s system in delivering and restoring power; and is responsible for ensuring that the Net Metering Facility equipment is inspected, maintained, and tested in accordance with the manufacturer’s instructions to ensure that it is operating correctly and safely.

**1.5.5** Customer shall obtain Rocky Mountain Power’s approval of the Application prior to commencing parallel operation of its interconnected Net Metering Facility.

**1.5.7** Customer is responsible for all costs associated with its Net Metering Facility.

**1.6 Parallel Operation and Maintenance Obligations**

Once the Net Metering Facility has been authorized to commence parallel operation by an approved Application, and execution of this, Customer will abide by all written provisions for operations and maintenance as required by the Rule and Rocky Mountain Power’s tariffs, including but not necessarily limited to R746-312-4 and Schedule 135 or its successor tariff(s).

**1.7 Results of System Impact Study**

Rocky Mountain Power completed a System Impact Study on \_\_\_\_\_, 20 \_\_\_\_\_. The System Impact Study shows the following minor modifications or substantial modifications (Rocky Mountain Power to circle appropriate option) are necessary to Customer’s Net Metering Facility prior to interconnecting with Rocky Mountain Power’s system:

Description of modifications	of	necessary	minor
_____.			

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 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.

**1.8 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 a Facilities Study on \_\_\_\_\_, 20\_\_\_. The Facilities Study shows the following equipment, engineering, procurement and construction work (including overheads) are necessary to implement the conclusion of the System Impact Study for Customer’s Net Metering Facility to safely interconnect to Rocky Mountain Power’s system and the time required to build and install those facilities:

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 shall pay the actual installed cost of the facilities needed to interconnect as identified in the Facilities Study. Rocky Mountain Power estimates these facilities can be installed by \_\_\_\_\_, 20\_\_\_.

**1.9 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 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 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.

**1.19 Power Quality**

Customer will design its Net Metering Facility to maintain a composite power delivery at continuous rated power output at the Point of Common Coupling that meets the requirements set forth in IEEE 1547, as required by the Rule, R746-312-4.

**1.11 Net Metering Facility Inspection**

**1.11.1 Building Code Inspection**

Prior to operation in parallel with Rocky Mountain Power's system, the Net Metering Facility must be inspected by a local building code official to ensure compliance with applicable local codes.

### **1.11.2 Inspection by Rocky Mountain Power**

Rocky Mountain Power may inspect the Net Metering Facility and its component equipment, and the documents necessary to ensure compliance with the Rule. Customer shall notify Rocky Mountain Power prior to placing the Net Metering Facility in service, and Rocky Mountain Power shall have the right to have personnel present on the in-service date. If the Net Metering Facility is subsequently modified in order to increase its gross power rating, Customer must notify Rocky Mountain Power by submitting a new application specifying the modifications in accordance with the level of review required for that application.

### **1.12 Anticipated Start Date**

Customer must include an anticipated start date for operation of its Net Metering Facility in the Application.

### **1.13 Net Metering Facility Testing and Maintenance**

Customer shall conduct maintenance and testing as set forth in the Rule, including but not necessarily limited to R746-312-14.

**1.13.1** Customer shall conduct any manufacturer-recommended testing or maintenance at its expense.

**1.13.2** Customer 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.

**1.13.3** When Customer 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.

**1.13.4** Rocky Mountain Power shall have the right to inspect Customer's Net Metering Facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to Customer. If Rocky Mountain Power discovers that the Net Metering Facility is not in compliance with the Rule, Rocky Mountain Power

may require Customer to disconnect the Net Metering Facility until compliance is achieved.

#### **1.14 Removal of Facility**

Customer shall immediately notify Rocky Mountain Power if Customer removes or ceases to operate the Net Metering Facility.

### **Article 2. Review, Inspection, Testing, Disconnect Switch and Signage, and Right of Access**

#### **2.1 Equipment Testing and Inspection**

Customer must notify Rocky Mountain Power of the anticipated testing and inspection date of the Net Metering Facility at least ten (10) business days prior to testing, either through submittal of the Agreement, a notice of completion, or in a separate notice. Within ten (10) business days after receipt of such required documentation, Rocky Mountain Power will inspect the Net Metering Facility, set the new meter if required, approve the interconnection and may arrange a witness test as set forth in the Rule, R746-312-10(4). Rocky Mountain Power and Customer will select a date by mutual agreement for the witness tests.

If the Net Metering Facility satisfactorily passes the required inspection and/or witness tests, Rocky Mountain Power shall notify Customer within three (3) business days after the tests and/or inspections that either the interconnection is approved and the Net Metering 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 witness tests are not satisfactory, Customer must resolve any deficiencies within sixty (60) business days or other time period as mutually agreed by the Parties..

#### **2.2 Disconnect Switch and Signage**

Customer shall comply with the Rule regarding disconnect switches, R746-312-4. The disconnect switch may be located more than 10 feet from the public utility meter if permanent instructions in letters of appropriate size are posted at the meter indicating the precise location of the disconnect switch. Rocky Mountain Power must approve in writing 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, R746-312-4, 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 when possible prior to using its right of access. Additionally, as provided in Rocky Mountain Power Utah Rule 6, 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 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** Upon termination of this Agreement, Customer shall disconnect the Net Metering Facility from Rocky Mountain Power's system. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination.

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

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

#### **3.4 Temporary Disconnection**

- 3.4.1** Rocky Mountain Power may temporarily disconnect the Net Metering Facility from Rocky Mountain Power's system for so long as reasonably necessary without prior notice to Customer in the event one or more of the following conditions or events occurs:
- 3.4.1.1** Emergencies or to address maintenance requirements for Rocky Mountain Power's system..
  - 3.4.1.2** Hazardous conditions existing on Rocky Mountain Power's system which may affect the safety of the general public or Rocky Mountain Power employees due to the operation of the Net Metering Facility or protective equipment as determined by Rocky Mountain Power.
  - 3.4.1.3** Adverse electrical effects on the electrical equipment of Rocky Mountain Power's other electric customers caused by the Net Metering Facility as determined by Rocky Mountain Power.
- 3.4.2** In the event that no disconnect switch is installed, Rocky Mountain Power may physically disconnect all service to the Customer or all service to the premises where the Net Metering Facility is located, or both.
- 3.4.3** To the extent practicable, Rocky Mountain Power will give prior notice of any temporary disconnection of the Net Metering Facility. If Rocky Mountain Power is unable to give prior notice, Rocky Mountain Power will provide notice including an explanation of the condition necessitating the disconnection at the time of disconnection.
- 3.4.4** Under emergency conditions, Rocky Mountain Power shall notify Customer promptly when Rocky Mountain Power becomes aware of an emergency condition that may reasonably be expected to affect the Net Metering operation. Customer 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.
- 3.4.5** Customer 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 Section 3.4.4 above.



- 3.4.6** Rocky Mountain Power shall use reasonable efforts to provide Customer 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 written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.7** Customer must provide Rocky Mountain Power notice and obtain Rocky Mountain Power's written approval before Customer may modify its Net Metering Facility in order to increase the electric output of the Net Metering Facility. If Customer 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 shall submit the appropriate net metering application at that time.
- 3.4.8** 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**

##### **4.1 Application Fee**

Customer shall bear the cost of any Application fee provided for in the Rule, R746-312-13(2). Customer 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 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's side of the Point of Common Coupling as detailed in the results of the System Impact Study or Facilities Study, or both.

##### **4.3 Minor Modifications**

This section shall apply if the System 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 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 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 System Impact Study performed pursuant to Section 1.6 above or the 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 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 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 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 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.

### **Article 5. Billing**

## **5.1 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.

## **5.2 Special Conditions**

Customer must comply with the special conditions found in Utah Code § 54-15-104 and Schedule 135 or its successor tariff(s).

## **5.3 Aggregating Meters**

Aggregating Meters is allowed if certain conditions are met under the Rule, R746-312-5. Customer 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 uses from Rocky Mountain Power, Rocky Mountain Power will apply any credits to the next monthly bill in accordance with Utah Code § 54-15-104 and the Rule, R746-312-15. Customer shall designate the order in which to apply any credits in accordance with the Rule. <<If customer does not want to aggregate, insert "N\A" in the gray box.>>

## **Article 6. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages and Default**

### **6.1 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.

### **6.1.1 Exceptions to the Consent Requirement**

**6.1.1.1** 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.

**6.1.1.2** 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.

**6.1.1.3** 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.

**6.1.2** 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.

## **6.2 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.

## **6.3 Indemnification**

Customer shall hold harmless and indemnify Rocky Mountain Power for all loss to third parties resulting from the operation of the Net Metering Facility, except when the loss occurs due to the negligent actions of Rocky Mountain Power.

Rocky Mountain Power shall hold harmless and indemnify Customer for all loss to third parties resulting from the operation of Rocky Mountain Power's system, except where the loss occurs due to the negligent actions of Customer.

## **6.4 Force Majeure**

- 6.4.1** 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.”
- 6.4.2** 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.

## **6.5 Default**

- 6.5.1** 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 or is the result of a Force Majeure as defined in this Agreement.
- 6.5.2** 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.
- 6.5.3** If a default is not cured as provided for in 6.5.2, 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 7. Insurance**

Additional liability insurance is not required as a part of the Agreement if the Net Metering Facility is in compliance with the provisions of the Application approval, the Agreement and the standards contained in Utah Code § 54-15-106.

## **Article 8. Dispute Resolution**

- 8.1** 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.
- 8.2** Pursuit of dispute resolution may not affect Customer with regard to consideration of an Interconnection Request or Customer's queue position.

## **Article 9. Miscellaneous**

### **9.1 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's request.

### **9.2 Amendment**

Additions, deletions or changes to the standard terms and conditions of this 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. 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.

### **9.3 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.

#### **9.4 Waiver**

**9.4.1** 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.

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

**9.4.3** 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 waiver with respect to any other failure to comply with any other obligation, right, or duty of the Agreement. Termination or default of this Agreement for any reason by Customer shall not constitute a waiver of the Customer's legal rights to obtain interconnection from Rocky Mountain Power. Any request for waiver of the Agreement or any provisions thereof shall be provided in writing.

#### **9.5 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.

#### **9.6 Multiple Counterparts**

This Agreement may be executed in one or more counterparts, whether electronically or otherwise, each of which is deemed an original but all constitute one and the same instrument.

#### **9.7 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.

## **9.8 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.

## **9.9 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.

**9.9.1** 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.

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

## **9.10 Reservation of Rights**

Rocky Mountain Power shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule, regulation or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and Customer shall have the right to make a unilateral filing with Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties, except to the extent that the Parties otherwise agree as provided herein.

## **Article 10. Notices and Records**



**10.1 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:**

Customer: \_\_\_\_\_  
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

**10.2 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 within fifteen (15) Business Days upon written request.

**10.3 Billing and Payment**

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

**If to Customer:**

Customer: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**10.4 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’s Operating Representative:**

Name: \_\_\_\_\_  
Attention (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**10.5 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 11. 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:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix A  
Minor Modifications

Appendix B  
Substantial Modifications