

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

PREFACE: (continued)

6. QF Developers should pay special attention to the fact that, as specified in the tariff sections that follow, a QF project will typically be removed from the QF pricing queue, and any indicative or proposed prices or agreements will no longer be valid, upon occurrence of any of the following events:
- a) Failure of the QF Developer to submit to the Company a request for a power purchase agreement within sixty (60) days of its receipt of indicative pricing, as specified in Section I.B.5;
 - b) Failure of the QF Developer to submit written comments and proposals within thirty (30) days of its receipt of a proposed power purchase agreement, as specified in Section I.B.7;
 - c) Failure of the parties to execute a power purchase agreement within five (5) months after a draft power purchase agreement was provided by the Company to the QF Developer, as specified in Section I.B.10.e.; or
 - d) A material change in the point of interconnection, a change in design capacity of more than 10%, a change in generation technology, or a change of more than three (3) months in the online date, as specified in Sections I.B.10.a.-d.
7. When a QF project is removed from the QF pricing queue, the developer may request new indicative pricing and a new agreement by timely following all of the steps outlined below, in which case it will be placed in the QF pricing queue as a new project.

AVAILABILITY: To owners of Qualifying Facilities (QFs) in all territory served by the Company in the state of Utah.

APPLICATION: To owners of existing or proposed QFs with a design capacity greater than 1,000 kW for a Cogeneration Facility or greater than 3,000 kW for a Small Power Production facility who desire to make sales to the Company, and to QFs who are not able to obtain pricing under Schedule 37 because the Schedule 37 cap has been reached. Such owners will be required to enter into written power purchase and interconnection agreements with the Company pursuant to the procedures set forth below. Additional or different requirements may apply to Utah QFs seeking to make sales to third-parties, or out-of-system QFs seeking to wheel power to Utah for sale to the Company.

Communications (continued)

The Company will respond to all such communications in a timely manner. If the Company is unable to respond on the basis of incomplete or missing information from the QF owner, the Company shall indicate what additional

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. ~~13-035-18414-~~
~~035-140~~

FILED: ~~September 5, 2014~~ April x, 2015
2014 ~~May x, 2015~~

EFFECTIVE: ~~September 1,~~

~~information is required. Thereafter, the Company will respond in a timely manner following receipt of all required information.~~

~~— B. — Procedures~~

~~The Company shall provide a QF Developer with a pro forma power purchase agreement within seven days of its receipt of a request for the same. The pro forma document provided (i) does not constitute an offer to enter into an agreement, (ii) may include general proposed terms and conditions, and (iii) will not include pricing or project specific information. Anyone who desires to enter into a power purchase agreement with the Company must proceed in accordance with this Schedule to request indicative pricing under Section I.B.2, to request a proposed power purchase agreement under Section I.B.7, and to negotiate and execute a power purchase agreement that is executed by the Company and approved by the Commission.~~

~~————— To obtain an indicative pricing proposal with respect to a proposed project, a QF Developer must provide to the Company the following general project information: the owner must provide in writing to the Company, general project information reasonably required for the development of indicative pricing, including, but not limited to:~~

~~A general description of the QF project and the QF Developer, including email address and other contact information;~~

~~————— generation technology and other related technology applicable to the site;~~

~~generation technology and other related technology applicable to the site design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system;~~

~~————— quantity and timing of monthly power deliveries (including project ability to respond to dispatch orders from the Company) and an hourly generation profile (12X24 profile minimum, 8760 preferred) in Excel or other spreadsheet format with all formulae intact;~~

~~proposed site location and electrical interconnection point;~~

~~proposed on line date and outstanding permitting requirements;~~

~~demonstration of ability to obtain QF status (FERC Form 556);~~

~~fuel type (s) and source (s)~~

~~(continued)~~

~~(continued)~~

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. ~~13-035-18414-035-140~~

FILED: ~~September 5, 2014~~ April x, 2015
2014 May x, 2015

EFFECTIVE: ~~September 1,~~

~~include other indicative terms and conditions, tailored to the individual characteristics of the proposed project. Such proposal may be used by the owner to make determinations regarding project planning, financing and feasibility. However, such prices are merely indicative and are not final and binding. Prices and other terms and conditions are only final and binding to the extent contained in a power purchase agreement executed by both parties and approved by the Commission. The Company will provide with the indicative prices a description of the methodology used to develop the prices.~~

- ~~4. If the owner desires to proceed forward with the project after reviewing the Company's indicative proposal, it may request in writing that the Company prepare a draft power purchase agreement to serve as the basis for negotiations between the parties. In connection with such request, the owner must provide the Company with any additional project information that the Company reasonably determines to be necessary for the preparation of a draft power purchase agreement, which may include, but shall not be limited to:~~
- ~~a) updated information of the categories described in Paragraph B.2,~~
 - ~~b) evidence of adequate control of proposed site~~
 - ~~c) identification of, and timelines for obtaining any necessary governmental permits, approvals or authorizations~~

(continued)