

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

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

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 a reasonably projected the Customer's Contract Demand, to be reached within a ramp-up over a period to be specified by contract 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's otherwise applicable electric service schedule(s), unless otherwise specified in the contract pursuant to Conditions of Service section 1.c., plus the monthly Administrative Fees and a Renewable Energy Rate for renewable energy delivered under this Schedule, and any other charges specified in the Customer contract approved by the Commission consistent with this Schedule.

Administrative Fee: \$110 per generation source, and
\$150 per for the first Delivery Point,
and
\$50 per any additional Delivery Points

Renewable Energy Rate: _____ Per Contract

ELECTRIC SERVICE SCHEDULE NO. 34 - Continued

CONDITIONS OF SERVICE:

1. ~~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 ~~facilities~~resources. See Conditions of Service paragraph 24, below, for eligible renewable energy ~~facilities~~resources criteria.
 - 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~~include rates calculated a Renewable Energy Rate 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 ~~The Renewable Energy Rate is a~~ charge in an amount equal to the difference between the cost to the Company to supply renewable energy generation to the ~~contracting~~ Customer and the Company's avoided costs as defined in Utah Code Annotated § 54-2-1(1); or
 2. For a new Customer or for new load from expansion of an existing Customer facility, the Renewable Energy Rate may be an amount based on a different methodology which must be 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 ~~contract~~resource(s) acquired or contracts entered into 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 ~~contract or contracts~~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

ELECTRIC SERVICE SCHEDULE NO. 34 - Continued

- existing delivery point within the Company's service territory without termination fees. All costs related to the renewable energy contract(s) will be borne by the Customer.
- 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.
- d.—
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 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 ~~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.
- 2.4. The following provisions set out the ~~c2.~~ Criteria for renewable energy ~~facilities-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~~(10)(a)~~. The renewable ~~resource~~facility 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 ~~facilities-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 ~~used during~~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.

ELECTRIC SERVICE SCHEDULE NO. 34 - Continued

- d. The Company will take physical delivery of output from the renewable energy facility and will provide electric service to the Customer.

~~3.5.3.~~—The Company will require a nonrefundable application fee of \$5,000.00 from each Customer requesting service under this Schedule, as a partial intended to help 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.