



1407 W North Temple, Suite 310
Salt Lake City, Utah 84114

April 4, 2017

***VIA ELECTRONIC FILING
AND OVERNIGHT DELIVERY***

Utah Public Service Commission
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84114

Attention: Gary Widerburg
Commission Secretary

RE: Docket No. 17-035-20 In the Matter of the Application of Rocky Mountain Power for Approval of Minor Modifications to Standardized Interconnection and Net Metering Service Agreements

The Company herein files its application in the above referenced matter. The Company will also provide an electronic version of this filing to psc@utah.gov.

Rocky Mountain Power respectfully requests that all formal correspondence and requests for additional information regarding this filing be addressed to the following:

By E-mail (preferred): datarequest@pacificorp.com
bob.lively@pacificorp.com
daniel.solander@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Informal inquiries may be directed to Bob Lively at (801) 220-4052.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey K. Larsen".

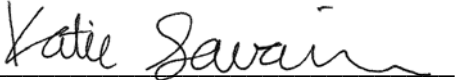
Jeffrey K. Larsen
Vice President, Regulation

CC: DPU
OCS

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of April 2017, a true and correct copy of the foregoing was served by electronic mail and overnight delivery to the following:

Utah Office of Consumer Services	
Cheryl Murray Utah Office of Consumer Services 160 East 300 South, 2 nd Floor Salt Lake City, UT 84111 cmurray@utah.gov	Robert Moore Assistant Attorney General 500 Heber M. Wells Building 160 East 300 South Salt Lake City, Utah 84111 rmoore@utah.gov
Michele Beck Utah Office of Consumer Services 160 East 300 South, 2 nd Floor Salt Lake City, UT 84111 mbeck@utah.gov	
Division of Public Utilities	
Chris Parker Division of Public Utilities 160 East 300 South, 4 th Floor Salt Lake City, UT 84111 chrisparker@utah.gov	Patricia Schmid Assistant Attorney General 500 Heber M. Wells Building 160 East 300 South Salt Lake City, Utah 84111 pschmid@utah.gov
William Powell Division of Public Utilities 160 East 300 South, 4 th Floor Salt Lake City, UT 84111 wpowell@utah.gov	Justin Jetter Assistant Attorney General 500 Heber M. Wells Building 160 East 300 South Salt Lake City, Utah 84111 jjetter@utah.gov
Erika Tedder Division of Public Utilities 160 East 300 South, 4 th Floor Salt Lake City, UT 84111 etedder@utah.gov	


Katie Savarin
Coordinator, Regulatory Operations

Daniel E. Solander (11467)
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
Telephone No. (801) 220-4014
Facsimile No. (801) 220-3299
E-mail: daniel.solander@pacificorp.com

Attorney for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE APPLICATION OF)
ROCKY MOUNTAIN POWER FOR MINOR)
MODIFICATIONS TO STANDARDIZED)
INTERCONNECTION AND NET METERING) Docket No. 17-035-20
SERVICE AGREEMENTS)
)

**APPLICATION FOR MINOR MODIFICATIONS TO STANDARDIZED
INTERCONNECTION AND NET METERING SERVICE AGREEMENTS**

Rocky Mountain Power, a division of PacifiCorp (“Company” or “Rocky Mountain Power”), hereby submits this Application to the Public Service Commission of Utah (“Commission”), requesting the Commission approve the proposed minor modifications to the forms for standardized interconnection and net metering agreements. The Company is not seeking approval of any policy changes with this Application, and the proposed modifications have no bearing on any of the issues under consideration in the net metering case in Docket No. 14-035-114.

In support of its Application, Rocky Mountain Power states as follows:

1. Rocky Mountain Power is a division of PacifiCorp, an Oregon corporation, which provides electric service to retail customers through its Rocky Mountain Power division in the

states of Utah, Wyoming, and Idaho, and through its Pacific Power division in the states of Oregon, California, and Washington.

2. Rocky Mountain Power is a public utility in the state of Utah and is subject to the Commission's jurisdiction with respect to its prices and terms of electric service to retail customers in Utah. Rocky Mountain Power's principal place of business in Utah is 1407 West North Temple, Suite 320, Salt Lake City, Utah, 84116.

3. Communications regarding this filing should be addressed to:

Bob Lively
Regulatory Affairs Manager
Rocky Mountain Power
1407 West North Temple, Suite 330
Salt Lake City, Utah 84116
E-mail: bob.lively@pacificorp.com

Daniel E. Solander
Rocky Mountain Power
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
E-mail: daniel.solander@pacificorp.com

In addition, Rocky Mountain Power requests that all data requests regarding this application be sent in Microsoft Word or plain text format to the following:

By email (preferred): datarequest@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, Oregon 97232

Informal questions may be directed to Bob Lively, Regulatory Affairs Manager at (801) 220-4052.

4. On March 23, 2011, in Docket No. 10-035-45, the Commission issued a Report and Order approving Rocky Mountain Power's proposed electrical interconnection forms with

modifications, with an effective date of April 1, 2011. The Report and Order also directed the Company to revise and refile its standard interconnection forms within ten days.

5. On April 4, 2011, the Company filed updated forms as required. On April 21, 2011, the Commission issued a Report and Order directing the Company to make further minor modifications and refile a complete finalized set of its Standard Interconnection forms.

6. On May 2 and 3, 2011, pursuant to the Commission's April 21, 2011, Report and Order, Rocky Mountain Power filed revised standard interconnection forms and agreements. By letter order issued June 22, 2011, the Commission approved the standard forms, effective April 21, 2011.

7. Since the 2010 proceeding there have been no changes to the forms. The Company is currently in the process of updating the software that processes the applications on its website, and this will require very minor, ministerial edits to the forms. As shown in the redline Level 1, Level 2, and Level 3 Net Metering Service Agreements attached as Exhibit A, the changes include modifying the day/date/year formatting; removing the reference to the Company's fax number for applications; and, changing the format of text lines and check boxes in the Appendix of each Agreement. There are no substantive changes to any of the Agreements. On March 16, 2017, the Company reviewed the proposed modifications with representatives of the Division of Public Utilities ("DPU") and the Office of Consumer Services ("OCS"). The DPU and OCS expressed no objection to the proposed modifications.

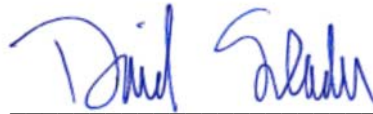
8. The Company believes that the proposed changes are in the public interest because they do not change the substance of the previously approved forms, and will reduce Company costs in the processing of the Agreements, which is in the interest of all of the Company's customers.

WHEREFORE, Rocky Mountain Power respectfully requests that the Commission approve the proposed minor changes to the approved standard forms, as shown in the redline Agreements provided in Exhibit A.

DATED this 4th day of April 2017.

Respectfully submitted,

ROCKY MOUNTAIN POWER



Daniel E. Solander
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
Telephone No. (801) 220-4014
E-mail: daniel.solander@pacificorp.com
Attorneys for Rocky Mountain Power

Exhibit A

We appreciate your interest in Rocky Mountain Power's net metering program. Before purchasing any net metering equipment, we recommend you review the requirements for interconnecting a net metering system to Rocky Mountain Power's electrical distribution system. The requirements are found in the Interconnection Agreement.

To complete the process for a net metering interconnection, please follow the steps below:

1. Complete and submit the following to Rocky Mountain Power:
 - Interconnection Agreement including the Application for Net Metering Interconnection
 - The inverter specification sheet
 - For systems larger than 10 kW, a simple one-line diagram showing
 - The location of Rocky Mountain Power's meter
 - The location of the disconnect switch
2. Rocky Mountain Power will review your agreement and application and send you a written notification of approval either by mail or e-mail
3. Install the net metering system after you receive the written approval of your Interconnection Agreement and Application for Net Metering from Rocky Mountain Power
4. Obtain an inspection of your net metering system by the local city or county electrical inspector
5. Submit the electrical inspector's approval to Rocky Mountain Power
6. Turn on your net metering system *after* Rocky Mountain Power provides you written notification the interconnection work has been completed and the net meter installed

Return completed documents to:

Rocky Mountain Power
Customer Generation
P.O. Box 25308
Salt Lake City, Utah 84125-0308

Or Email to:

netmetering@pacificorp.com

Thank you for your interest in the net metering program. If you have questions, please call us toll free at **1-888-221-7070** and ask for a net metering specialist.

Service ID#: _____

Request #: _____

INTERCONNECTION AND NET METERING SERVICE AGREEMENT FOR NET METERING FACILITY LEVEL 1 INTERCONNECTION 25 KW NAMEPLATE CAPACITY OR SMALLER

Change format to mm/dd/yyyy

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 on _____, 20___, Customer as described in Appendix A (“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:

Change format to mm/dd/yyyy

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

1.1 Scope

The Agreement shall be used for all approved Level 1 Applications according to the procedures set forth in Utah Rule 746-312 (“Rule”). The Rule can be viewed at www.psc.utah.gov. The Agreement establishes standard terms and conditions approved by the Commission under which a Level 1 Net Metering Facility as described in Appendix A with an electric nameplate capacity of 25 kW or smaller will interconnect to, and operate in parallel with, Rocky Mountain Power’s system.

1.2 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 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.

1.4 Responsibilities of the Parties

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

1.4.2 Customer will construct, operate, test, and maintain its Net Metering Facility in accordance with the Agreement, IEEE standards (available at the following link: <http://standards.ieee.org/index.html>), National Electric Code Standards (available for purchase at <http://standards.ieee.org/faqs/NESCFAQ.html#q8>), Utah state building codes (available at the following link: <http://www.dopl.utah.gov/programs/ubc/>), the Rule, and other applicable standards required by the Commission, as may be amended from time to time.

1.4.3 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 and maintenance of interconnection facilities is prescribed in the Rule, including but not necessarily limited to R746-312-4.

1.4.4 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 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 Agreement, 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).

1.6 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 hereby consents to the installation of and operation by Rocky Mountain Power, at Rocky Mountain Power's expense, one or more additional meters to monitor the flow of electricity in each direction. Such meter(s) shall be located on the premises of Customer.

1.7 Net Metering Facility Requirements, Installation, Operation

1.7.1 Customer's Net Metering Facility must meet the requirements set forth in, including but not necessarily limited to, the Rule, R746-312-4 and Schedule 135 or its successor tariff(s). This also applies to installation and operation of the Net Metering Facility.

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

1.8 Anticipated Start Date

Customer must include an anticipated start date for operation of its Net Metering Facility in the Application. After receiving notice that the Application has been approved, Customer must execute and return this Agreement with a copy of the approved electric inspection to Rocky Mountain Power. Upon satisfactory completion of all reviews and inspections of the Net Metering Facility, Customer must notify Rocky Mountain Power at least ten (10) business days prior to starting operation of the Net Metering Facility, either through submission of an executed Agreement or through separate written notice. Customer shall not commence parallel operation of the Net Metering Facility until Rocky Mountain Power executes this Agreement, installs the net meter and notifies Customer that the Net Metering Facility is interconnected.

1.9 Net Metering Facility Inspection

1.9.1 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.

1.9.2 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.

1.10 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, in accordance with the Rule, R746-312-4.

1.11 Net Metering Facility Testing and Maintenance

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

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

1.11.2 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.

1.11.3 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.

1.11.4 Rocky Mountain Power shall have the right to inspect Customer's 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.

1.12 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 Review

After determining Customer's interconnection request is complete, in accordance with the Rule, R746-312-8, Rocky Mountain Power will conduct a review of the proposed interconnection using screens set forth in the Rule, R746-312-7. Rocky Mountain Power will conduct such review within fifteen (15) days after notifying Customer that the interconnection request is complete and will notify Customer either that the Net Metering Facility meets all applicable criteria and the interconnection request is approved, or the Net Metering Facility has failed to meet one or more of the applicable criteria, the reason for failure, and the interconnection request is denied under Level 1 review. If the interconnection request is denied, Customer may resubmit the application under the Level 2 or Level 3 review process.

2.2 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, R746-312-8(4). Rocky Mountain Power and Customer will select a date by mutual agreement for the witness test.

Rocky Mountain Power will test and inspect the Net Metering Facility and Interconnection Facilities prior to interconnection in accordance with IEEE Standards as provided for in the Rule, R746-312-4. Customer shall not begin operation of its Net Metering Facility until after inspection and testing is completed.

If a witness test is conducted and is not satisfactory, Customer must resolve any deficiencies within thirty (30) business days or other time period as mutually agreed by the Parties.

2.3 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.

2.4 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 the 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 6.4 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 premises listed in Recital 1 above, 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 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 and/or all service to the premises where the Net Metering Facility is located.

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 or Customer may immediately suspend interconnection service and temporarily disconnect the Net Metering Facility. 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 Facility operation. Customer shall notify Rocky Mountain Power promptly when Customer 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 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 Section 3.4.

Article 4. Cost Responsibility

Customer shall bear the cost of any facilities, equipment, modifications and upgrades as required by the Rule. Customer shall also be responsible for all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its Net Metering Facility.

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. Customer will be compensated for net excess energy in accordance with Schedule 135 or its successor tariff(s).

5.2 Special Conditions

Customer must comply with the special conditions found in 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: _____ . 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 space above.>>

Article 6. Assignment, Liability, Indemnity, 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 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 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 small generator 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, its 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.
- 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 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

Nothing in this Article shall restrict the rights of any Party to file a Complaint with the Commission under relevant provisions of the Rule, R746-312-3(5) and applicable state law.

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, 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 and 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 also agree to mutually waive a Section of this Agreement without the Commission's approval where the Rule so provides.

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, 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 the 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 the 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: _____
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 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.

10.3 Records

Rocky Mountain Power will maintain a record of the Net Metering 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 within fifteen (15) Business Days if a request is made in writing.

Article 11. Signatures

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

For the Customer:

By: _____

Name: _____

Title: _____

Date: _____

For Rocky Mountain Power:

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

ROCKY MOUNTAIN POWER UTAH NET METERING APPLICATION
LEVEL 1 REVIEW
INVERTER BASED SYSTEMS, 25 KW OR SMALLER

Section 1: For Rocky Mountain Power Use Only

Customer Name: _____
Service Address: _____
City, State, Zip: _____
Customer Account No. & Request No.: _____

Section 2: To Be Completed By Customer

A. Applicant Information

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Address (if different from above): _____
State: _____ Zip Code: _____
Phone: (____) _____ Fax: (____) _____

Remove checkboxes and replace with a text field.

Fax number is no longer needed

Describe this information in a different order/format. Text block output from PowerClerk

B. System Information

System Type: Solar Wind Hydro Other (Specify): _____

Generation Nameplate Capacity: _____ kW (Combine DC total of wind turbines, solar panels, etc)

Inverter Controlled: Yes No

Inverter Manufacturer: _____ Model: _____ Number of Inverters: ____ Rating: _____ kW

Manufacturer Nameplate Inverter Total AC Capacity Rating: _____ kW

Inverter(s): Single Phase Three Phase Multiple Single Phase Connected on Poly-phase (three phase) system (Attach Inverter and Panel Technical Specifications Sheets)

Type of Service: Single Phase Three Phase

If Three Phase:

120/208 Volts, 4 wire 120/240 Volts, 4 wire 277/480 Volts, 4 wire Other (Please Specify Voltage and Number of Service Wires): _____

Meets IEEE standard 1547 & UL Subject 1741 requirements as specified in Rule: Yes No

Please note: A disconnect switch is not required for an inverter-based facility with a name plate rating of not more than 10 kW.

Replace check boxes with text fields

Replace check boxes with text fields

Manual disconnect required: Yes No
Will the net metering facility interconnect to a switchgear? Yes No

Net metering facility available fault duty at the point of common coupling: _____

For other service types, the net metering facility must not impact the Customer's service conductors by more than 10 kW. If a disconnect switch is installed, Customer to provide a simple one-line diagram that shows the location of the disconnect switch and Rocky Mountain Power meter.

Customer must post metal or plastic engraved signage indicating on-site generation in accordance with ~~Remove. Information not needed (and can't be provided by customer/contractor)~~ permanent and located adjacent to the meter base "On Site" and identifying the manual disconnect switch with the words "Manual Disconnect for Parallel Generation." _____ (Initial Here)

Electrical Inspection approval date (attach copy or provide to utility when obtained): _____

Anticipated Operational Date of Net Metering Facilities: _____

C. Additional Information

1. An equipment package will be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable IEEE and UL 1741 standards in the Rule.
2. If the equipment package has been tested and listed as an integrated package, which includes a generator or other electric source, the equipment package will be deemed certified, and Rocky Mountain Power will not require any further design review, testing or additional information.
3. If the equipment package includes only the interface components (switchgears, inverters, or other interface devices), an interconnection applicant must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified and Rocky Mountain Power will not require further design review, testing or additional equipment.
4. A net metering facility must be equipped with metering equipment that can measure the flow of electricity in both directions, comply with ANSI C12.1 standards and Utah Administrative Rule R746-312. Rocky Mountain Power will install the required metering equipment at Rocky Mountain Power's expense.
5. Rocky Mountain Power will not be responsible for the cost of determining the rating of equipment owned by the customer-generator or of equipment owned by other local customers.
6. Customer may operate the Net Metering Facility temporarily for testing and obtaining inspection approval. Customer shall not operate the Net Metering Facility in continuous parallel without an executed Interconnection and Net Metering Service Agreement, and approval from Rocky Mountain Power.

D. Customer Acknowledgment

I certify that the information provided in this Application is true. I will provide Rocky Mountain Power a copy of the signed government electrical inspection approval document when obtained, if not already provided with this Application.

I agree to abide by the terms of this Application and I agree to notify Rocky Mountain Power thirty (30) days prior to modification or replacement of the System’s components or design. Any such modification or replacement may require submission of a new Application to Rocky Mountain Power.

I agree not to operate the Net Metering Facility in parallel with Rocky Mountain Power, except temporarily for testing and obtaining inspection approval, until this Application is approved by Rocky Mountain Power, until this agreement is signed by both parties, and until I have provided Rocky Mountain Power with at least five (5) days notice of anticipated start date.

Customer or Applicant Signature & Date: _____

Please send completed application to:

Rocky Mountain Power
Customer General Services
P.O. Box 25308
Salt Lake City, UT 84125-0308
Phone: (888) 221-7070

Remove - this is redundant information. The anticipated operational date of the net metered facility is listed on the previous page.

Section 3: To be completed by the System Installer

Installation Contractor Information/Hardware and Installation Compliance

Installation Contractor (Company Name): _____

Contractor's License No.: _____ Proposed Installation Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ Email: _____

For inverter-controlled system, meets IEEE Standards and UL 1741 Inverters, Converters, and Controllers for use in Independent Power Systems as set forth in the Rule: Yes No

If Photovoltaic System, System must be installed in compliance with IEEE Standards, Recommended Practice for Utility Interface of Photovoltaic Systems. All System types must be installed in compliance with applicable requirements of local electrical codes, Rocky Mountain Power and the National Electrical Code® (NEC) and must use an anti-islanding inverter.

The System must include a manual, lockable, load-break (disconnect) switch, unless exempt under Rule 746-312-4(2), accessible at all times to Rocky Mountain Power personnel and located within 10 feet of Rocky Mountain Power’s meter. The disconnect switch may be located more than 10 feet from Rocky Mountain Power’s meter if permanent instructions are posted at the meter indicating the precise location of the disconnect switch. Rocky Mountain Power must approve the location of the disconnect switch prior to the installation of the net metering facility.

Replace check boxes with a text field.

If the Net Metering Facility is designed to provide uninterruptible power to critical loads, either through energy storage, back-up generator, or the generation source, the Net Metering Facility will include a parallel blocking scheme for this backup source. This function may be integral to the inverter manufacturer's packaged system.

Does the Net Metering Facility include a parallel blocking scheme: Yes No

Signed (Contractor): _____ Date: _____

Name (Print): _____

Section 4. To be completed by Rocky Mountain Power:

A. If approving the application:

Rocky Mountain Power does not, by approval of this Application, assume any responsibility or liability for damage to property of _____ sons. Further, this Application does not constitute a dedication of the own _____ Mountain Power el _____ equipment or facilities.

Change format to mm/dd/yyyy

Change format to mm/dd/yyyy

Customer entered into an Interconnection and Net Metering Service Agreement with Rocky Mountain Power on the ____ day of _____, 20__.

Customer satisfactorily passed Witness Tests on the ____ day of _____, 20__.

(Rocky Mountain Power may waive Witness Tests at its option; if tests are waived initial here __)

This Application is approved by Rocky Mountain Power on this ____ day of _____, 20__

Rocky Mountain Power Representative Name (Print): _____

Signed (Rocky Mountain Power Representative): _____ Date: _____

B. If denying the application:

This application is denied by Rocky Mountain Power on this ____ da _____ 0__ for the following reason(s): _____

Change format to mm/dd/yyyy

Rocky Mountain Power Representative Name (Print): _____

Signed (Rocky Mountain Power Representative): _____ Date: _____

Applicant may submit a new application for Level 2 review.

Section 5: To be completed by Rocky Mountain Power Meterman

Customer Account No. _____ Site ID No. : _____

Served from Facility Point No.: _____

New Net Meter No.: _____ Date net meter installed: _____

Manual disconnect required: Yes No Proper location & permanent signage in place: Yes No

Signature/Title: _____ Date: _____

We appreciate your interest in Rocky Mountain Power's net metering program. Before purchasing any net metering equipment, we recommend you review the requirements for interconnecting a net metering system to Rocky Mountain Power's electrical distribution system. The requirements are found in the Interconnection Agreement.

To complete the process for a net metering interconnection, please follow the steps below:

1. Complete and submit the following to Rocky Mountain Power:
 - Interconnection Agreement including the Application for Net Metering Interconnection
 - The inverter specification sheet
 - For systems larger than 10 kW, a simple one-line diagram showing
 - The location of Rocky Mountain Power's meter
 - The location of the disconnect switch
2. Rocky Mountain Power will review your agreement and application and send you a written notification of approval either by mail or e-mail
3. Install the net metering system after you receive the written approval of your Interconnection Agreement and Application for Net Metering from Rocky Mountain Power
4. Obtain an inspection of your net metering system by the local city or county electrical inspector
5. Submit the electrical inspector's approval to Rocky Mountain Power
6. Turn on your net metering system *after* Rocky Mountain Power provides you written notification the interconnection work has been completed and the net meter installed

Return completed documents to:

Rocky Mountain Power
Customer Generation
P.O. Box 25308
Salt Lake City, Utah 84125-0308

Or Email to:

netmetering@pacificorp.com

Thank you for your interest in the net metering program. If you have questions, please call us toll free at **1-888-221-7070** and ask for a net metering specialist.

Service ID#:

Request #:

**INTERCONNECTION AND NET METERING SERVICE AGREEMENT FOR NET
METERING FACILITY LEVEL 1 INTERCONNECTION
25 KW NAMEPLATE CAPACITY OR SMALLER**

This Interconnection and Net Metering Service Agreement (“Agreement”) is made and entered into on _____ 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 _____, as described in Appendix A (“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**

The Agreement shall be used for all approved Level 1 Applications according to the procedures set forth in Utah Rule 746-312 (“Rule”). The Rule can be viewed at www.psc.utah.gov. The Agreement establishes standard terms and conditions approved by the Commission under which a Level 1 Net Metering Facility as described in Appendix

A with an electric nameplate capacity of 25 kW or smaller will interconnect to, and operate in parallel with, Rocky Mountain Power's system.

1.2 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 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.

1.4 Responsibilities of the Parties

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

1.4.2 Customer will construct, operate, test, and maintain its Net Metering Facility in accordance with the Agreement, IEEE standards (available at the following link: <http://standards.ieee.org/index.html>), National Electric Code Standards (available for purchase at <http://standards.ieee.org/faqs/NESCFAQ.html#q8>), Utah state building codes (available at the following link: <http://www.dopl.utah.gov/programs/ubc/>), the Rule, and other applicable standards required by the Commission, as may be amended from time to time.

1.4.3 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 and maintenance of interconnection facilities is prescribed in the Rule, including but not necessarily limited to R746-312-4.

1.4.4 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 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 Agreement, 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).

1.6 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 hereby consents to the installation of and operation by Rocky Mountain Power, at Rocky Mountain Power's expense, one or more additional meters to monitor the flow of electricity in each direction. Such meter(s) shall be located on the premises of Customer.

1.7 Net Metering Facility Requirements, Installation, Operation

1.7.1 Customer's Net Metering Facility must meet the requirements set forth in, including but not necessarily limited to, the Rule, R746-312-4 and Schedule 135 or its successor tariff(s). This also applies to installation and operation of the Net Metering Facility.

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

1.8 Anticipated Start Date

Customer must include an anticipated start date for operation of its Net Metering Facility in the Application. After receiving notice that the Application has been approved, Customer must execute and return this Agreement with a copy of the approved electric inspection to Rocky Mountain Power. Upon satisfactory completion of all reviews and inspections of the Net Metering Facility, Customer must notify Rocky Mountain Power at least ten (10) business days prior to starting operation of the Net Metering Facility, either through submission of an executed Agreement or through separate written notice. Customer shall not commence parallel operation of the Net Metering Facility until Rocky Mountain Power executes this Agreement, installs the net meter and notifies Customer that the Net Metering Facility is interconnected.

1.9 Net Metering Facility Inspection

1.9.1 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.

1.9.2 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.

1.10 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, in accordance with the Rule, R746-312-4.

1.11 Net Metering Facility Testing and Maintenance

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

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

1.11.2 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.

1.11.3 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.

1.11.4 Rocky Mountain Power shall have the right to inspect Customer's 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.

1.12 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 Review

After determining Customer's interconnection request is complete, in accordance with the Rule, R746-312-8, Rocky Mountain Power will conduct a review of the proposed interconnection using screens set forth in the Rule, R746-312-7. Rocky Mountain Power will conduct such review within fifteen (15) days after notifying Customer that the interconnection request is complete and will notify Customer either that the Net Metering Facility meets all applicable criteria and the interconnection request is approved, or the Net Metering Facility has failed to meet one or more of the applicable criteria, the reason for failure, and the interconnection request is denied under Level 1 review. If the interconnection request is denied, Customer may resubmit the application under the Level 2 or Level 3 review process.

2.2 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, R746-312-8(4). Rocky Mountain Power and Customer will select a date by mutual agreement for the witness test.

Rocky Mountain Power will test and inspect the Net Metering Facility and Interconnection Facilities prior to interconnection in accordance with IEEE Standards as provided for in the Rule, R746-312-4. Customer shall not begin operation of its Net Metering Facility until after inspection and testing is completed.

If a witness test is conducted and is not satisfactory, Customer must resolve any deficiencies within thirty (30) business days or other time period as mutually agreed by the Parties.

2.3 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.

2.4 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 the 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 6.4 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 premises listed in Recital 1 above, 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 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 and/or all service to the premises where the Net Metering Facility is located.
- 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 or Customer may immediately suspend interconnection service and temporarily disconnect the Net Metering Facility. 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 Facility operation. Customer shall notify Rocky Mountain Power promptly when Customer 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 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 Section 3.4.

Article 4. Cost Responsibility

Customer shall bear the cost of any facilities, equipment, modifications and upgrades as required by the Rule. Customer shall also be responsible for all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its Net Metering Facility.

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. Customer will be compensated for net excess energy in accordance with Schedule 135 or its successor tariff(s).

5.2 Special Conditions

Customer must comply with the special conditions found in 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: _____. 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 space above.>>

Article 6. Assignment, Liability, Indemnity, 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 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 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 small generator 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, its 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.

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 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

Nothing in this Article shall restrict the rights of any Party to file a Complaint with the Commission under relevant provisions of the Rule, R746-312-3(5) and applicable state law.

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, 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 and 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 also agree to mutually waive a Section of this Agreement without the Commission's approval where the Rule so provides.

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, 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 the 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 the 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: _____
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 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.

10.3 Records

Rocky Mountain Power will maintain a record of the Net Metering 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 within fifteen (15) Business Days if a request is made in writing.

Article 11. Signatures

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

For the Customer:

By: _____

Name: _____

Title: Customer

Date: _____

For Rocky Mountain Power:

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

**ROCKY MOUNTAIN POWER UTAH NET METERING APPLICATION
LEVEL 1 REVIEW
INVERTER BASED SYSTEMS, 25 KW OR SMALLER**

Section 1: For Rocky Mountain Power Use Only

Customer Information:

Service Address:

Customer Account No.:

Request No.:

Section 2: To Be Completed By Customer

A. Applicant Information

Site Street Address (if different from above):

B. System Information

System Type:

Generation Nameplate Capacity: ____kW (Combine DC total of wind turbines, solar panels, etc)

Inverter Controlled:

Generation System Equipment and Ratings:

Inverter(s) Phasing:

Service Phasing:

Service Voltage:

Meets IEEE standard 1547 & UL Subject 1741 requirements as specified in Rule:

Please note: A disconnect switch is not required for an inverter-based facility with a name plate rating of not more than 10 kW.

Manual disconnect required:

Will the net metering facility interconnect to a switchgear:

For other service types, the net metering facility must not impact the Customer's service conductors by more than 10 kW. If a disconnect switch is installed, Customer to provide a simple one-line diagram that shows the location of the disconnect switch and Rocky Mountain Power meter.

Customer must post metal or plastic engraved signage indicating on-site generation in accordance with National Electric Code. The signage must be permanent and located adjacent to the meter base and disconnect switch noting "Parallel Generation on Site" and identifying the manual disconnect switch with the words "Manual Disconnect for Parallel Generation."

Initial here for signage: _____

Electrical Inspection approval date (attach copy or provide to utility when obtained): _____

Anticipated Operational Date of Net Metering Facilities:

C. Additional Information

1. An equipment package will be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable IEEE and UL 1741 standards in the Rule.
2. If the equipment package has been tested and listed as an integrated package, which includes a generator or other electric source, the equipment package will be deemed certified, and Rocky Mountain Power will not require any further design review, testing or additional information.
3. If the equipment package includes only the interface components (switchgears, inverters, or other interface devices), an interconnection applicant must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified and Rocky Mountain Power will not require further design review, testing or additional equipment.
4. A net metering facility must be equipped with metering equipment that can measure the flow of electricity in both directions, comply with ANSI C12.1 standards and Utah Administrative Rule R746-312. Rocky Mountain Power will install the required metering equipment at Rocky Mountain Power's expense.
5. Rocky Mountain Power will not be responsible for the cost of determining the rating of equipment owned by the customer-generator or of equipment owned by other local customers.
6. Customer may operate the Net Metering Facility temporarily for testing and obtaining inspection approval. Customer shall not operate the Net Metering Facility in continuous parallel without an executed Interconnection and Net Metering Service Agreement, and approval from Rocky Mountain Power.

D. Customer Acknowledgment

I certify that the information provided in this Application is true. I will provide Rocky Mountain Power a copy of the signed government electrical inspection approval document when obtained, if not already provided with this Application.

I agree to abide by the terms of this Application and I agree to notify Rocky Mountain Power thirty (30) days prior to modification or replacement of the System’s components or design. Any such modification or replacement may require submission of a new Application to Rocky Mountain Power.

I agree not to operate the Net Metering Facility in parallel with Rocky Mountain Power, except temporarily for testing and obtaining inspection approval, until this Application is approved by Rocky Mountain Power, until this agreement is signed by both parties, and until I have provided Rocky Mountain Power with at least five (5) days notice of anticipated start date.

Customer or Applicant Signature & Date: _____

Please send completed application to:

Rocky Mountain Power
Customer Generation
P.O. Box 25308
Salt Lake City, UT 84125-0308
Phone: (888) 221-7070

or

Please scan the completed application and email netmetering@pacificorp.com

Section 3: To be completed by the System Installer

Installation Contractor Information/Hardware and Installation Compliance

Installation Contractor (Company Name):

Contractor's License No.:

Mailing Address:

Daytime Phone:

Email:

For inverter-controlled system, meets IEEE Standards and UL 1741 Inverters, Converters, and Controllers for use in Independent Power Systems as set forth in the Rule:

If Photovoltaic System, System must be installed in compliance with IEEE Standards, Recommended Practice for Utility Interface of Photovoltaic Systems. All System types must be installed in compliance with applicable requirements of local electrical codes, Rocky Mountain Power and the National Electrical Code® (NEC) and must use an anti-islanding inverter.

The System must include a manual, lockable, load-break (disconnect) switch, unless exempt under Rule 746-312-4(2), accessible at all times to Rocky Mountain Power personnel and located within 10 feet of Rocky Mountain Power’s meter. The disconnect switch may be located more than 10 feet from Rocky

Mountain Power's meter if permanent instructions are posted at the meter indicating the precise location of the disconnect switch. Rocky Mountain Power must approve the location of the disconnect switch prior to the installation of the net metering facility.

If the Net Metering Facility is designed to provide uninterruptible power to critical loads, either through energy storage, back-up generator, or the generation source, the Net Metering Facility will include a parallel blocking scheme for this backup source. This function may be integral to the inverter manufacturer's packaged system.

Does the Net Metering Facility include a parallel blocking scheme:

Signed (Contractor): _____

Date: _____

Name (Print):

Section 4. To be completed by Rocky Mountain Power:

A. If approving the application:

Rocky Mountain Power does not, by approval of this Application, assume any responsibility or liability for damage to property or physical injury to persons. Further, this Application does not constitute a dedication of the owner's System to Rocky Mountain Power electrical system equipment or facilities.

Customer entered into an Interconnection and Net Metering Service Agreement with Rocky Mountain Power on _____.

Customer satisfactorily passed Witness Tests on _____.

(Rocky Mountain Power may waive Witness Tests at its option; if tests are waived initial here ___)

This Application is approved by Rocky Mountain Power on _____

Rocky Mountain Power Representative Name (Print): _____

Signed (Rocky Mountain Power Representative): _____

Date: _____

B. If denying the application:

This application is denied by Rocky Mountain Power on _____ for the following reason(s): _____

Rocky Mountain Power Representative Name (Print): _____

Signed (Rocky Mountain Power Representative): _____ Date: _____

Applicant may submit a new application for Level 2 review.

Section 5: To be completed by Rocky Mountain Power Meterman

Customer Account No.:

Site ID No. :

Served from Facility Point No.:

New Net Meter No.: _____ Date net meter installed: _____

Manual disconnect required: Yes No Proper location & permanent signage in place: Yes No

Signature/Title: _____ Date: _____

We appreciate your interest in Rocky Mountain Power's net metering program. Before purchasing any net metering equipment, we recommend you review the requirements for interconnecting a net metering system to Rocky Mountain Power's electrical distribution system. The requirements are found in the Interconnection Agreement.

To complete the process for a net metering interconnection, please follow the steps below:

1. Complete and submit the following to Rocky Mountain Power:
 - Interconnection Agreement including the Application for Net Metering Interconnection
 - The inverter specification sheet
 - For systems larger than 10 kW, a simple one-line diagram showing
 - The location of Rocky Mountain Power's meter
 - The location of the disconnect switch
2. Rocky Mountain Power will review your agreement and application and send you a written notification of approval either by mail or e-mail
3. Install the net metering system after you receive the written approval of your Interconnection Agreement and Application for Net Metering from Rocky Mountain Power
4. Obtain an inspection of your net metering system by the local city or county electrical inspector
5. Submit the electrical inspector's approval to Rocky Mountain Power
6. Turn on your net metering system *after* Rocky Mountain Power provides you written notification the interconnection work has been completed and the net meter installed

Return completed documents to:
Rocky Mountain Power
Customer Generation
P.O. Box 25308
Salt Lake City, Utah 84125-0308

Or Email to:
netmetering@pacificorp.com

Thank you for your interest in the net metering program. If you have questions, please call us toll free at **1-888-221-7070** and ask for a net metering specialist.

Service ID#: _____

Request #: _____

**INTERCONNECTION AND NET METERING SERVICE AGREEMENT FOR NET
METERING FACILITY LEVEL 2 INTERCONNECTION
UP TO 2 MW NAMEPLATE CAPACITY**

Change date format to
mm/dd/yyyy

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 B (“Application”) of this Agreement; and

Change date format to
mm/dd/yyyy

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**

The Agreement shall be used for all approved Level 2 Applications according to the procedures set forth in Utah Administrative Rule 746-312 (“Rule”). The Rule can be viewed at 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 B will interconnect to, and operate in parallel with, Rocky Mountain Power’s system.

1.2 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 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.

1.4 Responsibilities of the Parties

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

1.4.2 Customer will construct, operate, test, and maintain its Net Metering Facility in accordance with the Agreement, IEEE standards (available at the following link: <http://standards.ieee.org/index.html>), National Electric Code Standards (available for purchase at <http://standards.ieee.org/faqs/NESCFAQ.html#q8>), Utah state building codes (available at the following link: <http://www.dopl.utah.gov/programs/ubc/>), the Rule and other applicable standards required by the Commission, as may be amended from time to time.

1.4.3 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances 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.

1.4.4 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.

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

1.5 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 Agreement, 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).

1.6 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.

1.7 Net Metering Facility Requirements, Installation, Operation

- 1.7.1** Customer's Net Metering Facility must meet the requirements set forth in, including but not necessarily limited to, the Rule, R746-312-4 and Schedule 135 or its successor tariff(s). This also applies to installation and operation of the Net Metering Facility.

- 1.7.2** Customer is responsible for all costs associated with its Net Metering Facility and is also responsible for all costs related to any modifications to the Net Metering Facility that may be required by Rocky Mountain Power for purposes of safety and reliability as allowed under the Rule and Rocky Mountain Power tariffs.

1.8 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, in accordance with the Rule, R746-312-4.

1.9 Anticipated Start Date

Customer must include an anticipated start date for operation of its Net Metering Facility in the Application. After receiving notice that the Application has been approved and satisfactory completion of all reviews and inspections of the Net Metering Facility, Customer must notify Rocky Mountain Power at least ten (10) Business Days prior to starting operation of the Facility, through either submission of an executed Agreement or through separate written notice. Customer shall not commence parallel operation of the Net Metering Facility until Rocky Mountain Power executes this Agreement, installs the net meter and notifies Customer that the Net Metering Facility is interconnected.

1.10 Net Metering Facility Inspection

1.10.1 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.

1.10.2 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.

1.11 Net Metering Facility Testing and Maintenance

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

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

1.11.2 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.

1.11.3 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.

1.11.4 Rocky Mountain Power shall have the right to inspect Customer's 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.

1.12 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 Initial Review and Additional Review

After determining Customer's interconnection request is complete, in accordance with the Rule, R746-312-9, Rocky Mountain Power will conduct a review of the proposed interconnection, using screens set forth in the Rule R746-312-7. Rocky Mountain Power will conduct such review within fifteen (15) days after notifying Customer that the interconnection request is complete and will notify Customer either: 1) the Net Metering Facility meets all applicable criteria and the interconnection request is approved; 2) although the Net Metering Facility fails one or more of the screens the Net Metering Facility may be interconnected consistent with safety, reliability, and power quality standards and the interconnection is approved; or 3) the interconnection of the Net Metering Facility has failed to meet one or more of the applicable criteria and the reason for failure, or Rocky Mountain Power has not or could not determine from the initial reviews that the Net Metering Facility may be interconnected consistent with safety reliability, and power quality standards, or the Net Metering Facility cannot be approved without minor modifications at minimal cost and the interconnection request is denied unless the Customer is willing to consider minor modifications or further study.

If the initial review determines that the Net Metering Facility fails to meet one or more applicable requirements, but additional review may enable Rocky Mountain Power to

determine that the Net Metering Facility may be interconnected consistent with safety, reliability and power quality standards, Rocky Mountain Power will offer to perform the additional review to determine whether minor modifications to the electric distribution system would enable the interconnection to be made consistent with safety, reliability and power quality standards. In this instance, Rocky Mountain Power will provide Customer with a good faith, nonbinding estimate of costs of such additional review and minor modifications. Rocky Mountain Power will conduct additional review and make minor modifications after receipt of payment from Customer in accordance with the attached Appendix A.

2.2 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, R746-312-9(5). Rocky Mountain Power and Customer will select a date by mutual agreement for the witness tests.

Rocky Mountain Power will test and inspect the Net Metering Facility and Interconnection Facilities prior to interconnection in accordance with IEEE Standards as provided for in the Rule, R746-312-4. Customer shall not begin operation of its Net Metering Facility until after inspection and testing is completed.

If a witness test is conducted and is not satisfactory, Customer must resolve any deficiencies within forty-five (45) business days or other time period as mutually agreed by the Parties.

2.3 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.

2.4 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 the 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 6.4 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 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 and/or all service to the premises where the Net Metering Facility is located.
- 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 or Customer may immediately suspend interconnection service and temporarily disconnect the Net Metering Facility. 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 Facility operation. Customer shall notify Rocky Mountain Power promptly when Customer 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 3.4.1 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 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.

4.3 Minor Modifications

If, under Section 2.1 of this Agreement, additional review is performed and 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 2 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.

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. Customer will be compensated for net excess energy in accordance with Schedule 135 or its successor tariff(s).

5.2 Special Conditions

Customer must comply with the special conditions found in 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: _____ . 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 the 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, its 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 a Customer with regard to consideration of an Interconnection Request or a 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 and 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 also agree to mutually waive a Section of this Agreement without the Commission's approval where the Rule so provides.
- 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, 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 Interconnection 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 the 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 governing authority 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

Remove line for fax number. This is no longer used.

10.2 Records

Rocky Mountain Power will maintain a record of the Interconnection Agreement 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 10.1 above):

If to Customer:

Customer: _____
Attention (if applicable): _____
Address: _____
City: _____ State: _____ Zip: _____

10.4 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 10.1 above):

Customer’s Operating Representative:

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

Fax: (____) _____

Remove line for fax number.
This is no longer used.

10.5 Changes to the Notice Information

Either Party may change this notice information by giving five 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 the Customer:

For Rocky Mountain Power:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Appendix A
Minor Modifications

APPENDIX B

ROCKY MOUNTAIN POWER UTAH NET METERING APPLICATION
LEVEL 2 REVIEW
CAPACITY OF 2 MW OR LESS

Section 1: For Rocky Mountain Power Use Only

Customer Name: _____
Service Address: _____
City, State, Zip: _____
Customer Account No. & Request No.: _____
Interconnection Agreement Acknowledgement (Date): _____
Application fee: \$ _____ Date Paid: _____

Section 2: To Be Completed By Customer

A. Applicant Information

Name: _____

Remove line for fax number.
This is no longer used.

Mailing Address: _____

Describe this information in a different order/format. Text block output from PowerClerk

Replace checkboxes with a text field

State: _____ Zip Code: _____

Address (if _____

State: _____ Zip Code: _____

Daytime Phone: (____) _____ Fax: (____) _____

Email: _____

B. System Information

System Type: Solar Wind Hydro Other (Specify): _____

Generation Nameplate Capacity: _____ kW (Combine DC total of wind turbines, solar panels, etc. or AC rating if an inverter is not utilized)

Inverter Manufacturer: _____ Model: _____ Number of Inverters: _____ Rating: _____ kW

Manufacturer Nameplate Inverter Total AC Capacity Rating: _____ kW

Inverter(s): Single Phase Three Phase Multiple Single Phase Connected on Poly-phase (three phase) system (Attach Inverter and Panel Technical Specifications Sheets)

Type: Induction Inverter Synchronous _____ Other

Type of Service: Single Phase Three Phase

Replace check boxes with text fields

Replace check boxes with text fields

If Three Phase Transformer:

Indicate Type:

Wye Delta

Indicate Voltage and Number of Service Wires:

120/208 Volts, 4 wire 120/240 Volts, 4 wire 277/480 Volts, 4 wire Other _____

Other Information: _____

Self Contained Location: _____

Outdoor Manual AC Disconnect Switch Location (show Disconnect Switch and Rocky Mountain Power Meter Location on Site Plan), unless exempt under Utah Administrative Rule 746-312-4(2):

Remove these check boxes - not needed to convey this information. The PowerClerk landing page displays all attachments/uploads.

_____ devices on One Line Diagram):

connect to a switchgear? Yes No

_____ engraved signage indicating on-site generation in accordance with the National Electric Code. The signage must be permanent and located adjacent to the meter base and disconnect switch noting "Parallel Generation on Site" and identifying the manual disconnect switch with the words "Manual Disconnect for Parallel Generation." _____ (Initial Here)

One Line Diagram Attached: Yes No

Site Plan Attached: Yes No

Installation Test Plan attached: Yes No

Anticipated Operational Date of Net Metering Facilities: _____

(Rocky Mountain Power must be notified at least ten (10) business days prior to starting operation.)

Net metering facility available fault duty at the point of common coupling: _____

(A Rocky Mountain Power Engineer may contact you for additional information)

Electrical Inspection approval date (attach copy or provide to utility when obtained): _____

C. Application Fees

\$ 50.00 Base
+ \$ _____ \$1.00 x _____ kW of Net Metering Facility's capacity
\$ _____ TOTAL APPLICATION FEE

D. Add

1.

Remove this line. We *do not* want to encourage customers/contractors to begin construction of the generation system before interconnection approval is given from RMP. This causes issues and extra expense for customers if effective grounding or a transformer upgrade is required.

or interconnected
ed testing and ce

Remove this line. The customer cannot calculate/determine this value. RMP calculates internally for use in review.

has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable IEEE and UL 1741 standards, as set forth in the Rule.

2. If the equipment package has been tested and listed as an integrated package, which includes a generator or other electric source, the equipment package will be deemed certified, and Rocky Mountain Power will not require any further design review, testing or additional information.
3. If the equipment package includes only the interface components (switchgears, inverters, or other interface devices), an interconnection applicant must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified and Rocky Mountain Power will not require further design review, testing or additional equipment.
4. A net metering facility must be equipped with metering equipment that can measure the flow of electricity in both directions, comply with ANSI C12.1 standards and Rule 746-312. Rocky Mountain Power will install the required metering equipment at Rocky Mountain Power's expense.
5. Rocky Mountain Power will not be responsible for the cost of determining the rating of equipment owned by the customer-generator or of equipment owned by other local customers.
6. Customer may operate the Net Metering Facility temporarily for testing and obtaining inspection approval. Customer shall not operate the Net Metering Facility in continuous parallel without an executed Interconnection and Net Metering Service Agreement, and approval from Rocky Mountain Power.
7. Customer will pay to Rocky Mountain Power at the time of application the applicable Application fee of \$50.00 plus \$1.00 per kilowatt of the net metering facility's capacity. Customer-generator will pay to Rocky Mountain Power all costs of minor modifications or additional review as set forth in Rule 746-312 prior to commencement of work.

E. Customer Acknowledgment

I certify that the information provided in this Application is true. I will provide Rocky Mountain Power a copy of the signed government electrical inspection approval document when obtained, if not already provided with this Application.

I agree to abide by the terms of this Application and I agree to notify Rocky Mountain Power thirty (30) days prior to modification or replacement of the System's components or design. Any such modification or replacement may require submission of a new Application to Rocky Mountain Power.

I agree not to operate the Net Metering Facility in parallel with Rocky Mountain Power, except temporarily for testing and obtaining inspection approval, until this Application is approved by Rocky Mountain Power, until this agreement is signed by both parties, and until I have provided Rocky Mountain Power with at least five (5) days notice of anticipated start date.

Customer or Applicant Signature & Date: _____

Please send completed application to:

Rocky Mountain Power
Customer Generation
P.O. Box 25308
Salt Lake City, UT 84125-0308
Phone: (888) 221-7070

or

Please scan the completed application and email
netmetering@pacificorp.com

Section 3. To be completed by System Installer

Installation Contractor Information

Installation Contractor (Company Name): _____

Contractor's License No.: _____ Proposed Installation Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ Email: _____

For inverter-controlled system, meets IEEE Standards and UL 1741 Inverters, Converters, and Controllers for use in Independent Power Systems as set forth in the Rule: Yes No

For induction or synchronous device, meets IEEE Standard 1547 and IEEE/ANSI Standard C37.90 requirements as set forth in the Rule: Yes No

If Photovoltaic System, System must be installed in compliance with IEEE Standard 1547 and IEEE/ANSI Standard C37.90 Practice for Utility Interface of Photovoltaic Systems. All System types must be installed in accordance with the applicable requirements of local electrical codes, Rocky Mountain Power and the National Electrical Code (NEC) and must use an anti-islanding inverter.

The System must include a main (disconnect) switch, unless exempt under Rule 746-312-4(2), accessible at all times to Rocky Mountain Power personnel and located within 10 feet of Rocky Mountain Power's meter. The disconnect switch may be located more than 10 feet from Rocky Mountain Power's meter if permanent instructions are posted at the meter indicating the location of the disconnect switch. Rocky Mountain Power must approve the location of the disconnect switch prior to the installation of the net metering facility.

If the Net Metering Facility is designed to provide uninterruptible power to critical loads, either through energy storage, back-up generator, or the generation source, the Net Metering Facility will include a parallel blocking scheme for this backup source. This function may be integral to the inverter manufacturer's packaged system.

Does the Net Metering Facility include a parallel blocking scheme: Yes No

Signed (Contractor): _____ **Date:** _____

Name (Print): _____

Section 4. To be completed by Rocky Mountain Power:

A. If approving

Change date format to mm/dd/yyyy

Change date format to mm/dd/yyyy

Rocky Mountain Power does not, by approval of this Application, assume any liability for damage to property or physical injury to persons. Further, this Application does not constitute a dedication of the owner's System to Rocky Mountain Power electrical system equipment or facilities. Customer entered into an Interconnection and Net Metering Service Agreement with Rocky Mountain Power on the ____ day of ____, 20__.

Customer satisfactorily passed Witness Tests on the ____ day of ____, 20__.

(Rocky Mountain Power may waive Witness Tests at its option; if tests are waived initial here ____).

Change date format to mm/dd/yyyy

Mountain Power on this ____ day of ____, 20__

Rocky Mountain Power Representative Name (Print): _____

Signed (Rocky Mountain Power Representative): _____ Date: _____

B. If denying the application:

Change date format to mm/dd/yyyy

This application is denied by Rocky Mountain Power on this ____ day of ____, 20__ for the following reason: _____

Rocky Mountain Power Representative Name (Print): _____

Signed (Rocky Mountain Power Representative): _____ Date: _____

Applicant may submit a new application for Level 3 review.

Section 5. To be completed by Rocky Mountain Power Meterman

Customer Account No. _____ Site ID No.: _____

Served from Facility Point No.: _____

New Net Meter No.: _____ Date net meter installed: _____

Manual disconnect location and permanent signage in place unless system is less than 10 kW: Yes No

Signature/Title: _____ Date: _____

We appreciate your interest in Rocky Mountain Power's net metering program. Before purchasing any net metering equipment, we recommend you review the requirements for interconnecting a net metering system to Rocky Mountain Power's electrical distribution system. The requirements are found in the Interconnection Agreement.

To complete the process for a net metering interconnection, please follow the steps below:

1. Complete and submit the following to Rocky Mountain Power:
 - Interconnection Agreement including the Application for Net Metering Interconnection
 - The inverter specification sheet
 - For systems larger than 10 kW, a simple one-line diagram showing
 - The location of Rocky Mountain Power's meter
 - The location of the disconnect switch
2. Rocky Mountain Power will review your agreement and application and send you a written notification of approval either by mail or e-mail
3. Install the net metering system after you receive the written approval of your Interconnection Agreement and Application for Net Metering from Rocky Mountain Power
4. Obtain an inspection of your net metering system by the local city or county electrical inspector
5. Submit the electrical inspector's approval to Rocky Mountain Power
6. Turn on your net metering system *after* Rocky Mountain Power provides you written notification the interconnection work has been completed and the net meter installed

Return completed documents to:

Rocky Mountain Power
Customer Generation
P.O. Box 25308
Salt Lake City, Utah 84125-0308

Or Email to:

netmetering@pacificorp.com

Thank you for your interest in the net metering program. If you have questions, please call us toll free at **1-888-221-7070** and ask for a net metering specialist.

Service ID#: _____

Request #: _____

**INTERCONNECTION AND NET METERING SERVICE AGREEMENT FOR NET
METERING FACILITY LEVEL 2 INTERCONNECTION
UP TO 2 MW NAMEPLATE CAPACITY**

This Interconnection and Net Metering Service Agreement (“Agreement”) is made and entered into on _____, 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 _____, as described in as described in Appendix B (“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**

The Agreement shall be used for all approved Level 2 Applications according to the procedures set forth in Utah Administrative Rule 746-312 (“Rule”). The Rule can be viewed at 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 B will interconnect to, and operate in parallel with, Rocky Mountain Power’s system.

1.2 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 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.

1.4 Responsibilities of the Parties

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

1.4.2 Customer will construct, operate, test, and maintain its Net Metering Facility in accordance with the Agreement, IEEE standards (available at the following link: <http://standards.ieee.org/index.html>), National Electric Code Standards (available for purchase at <http://standards.ieee.org/faqs/NESCFAQ.html#q8>), Utah state building codes (available at the following link: <http://www.dopl.utah.gov/programs/ubc/>), the Rule and other applicable standards required by the Commission, as may be amended from time to time.

1.4.3 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances 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.

1.4.4 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.

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

1.5 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 Agreement, 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).

1.6 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.

1.7 Net Metering Facility Requirements, Installation, Operation

- 1.7.1** Customer's Net Metering Facility must meet the requirements set forth in, including but not necessarily limited to, the Rule, R746-312-4 and Schedule 135 or its successor tariff(s). This also applies to installation and operation of the Net Metering Facility.

- 1.7.2** Customer is responsible for all costs associated with its Net Metering Facility and is also responsible for all costs related to any modifications to the Net Metering Facility that may be required by Rocky Mountain Power for purposes of safety and reliability as allowed under the Rule and Rocky Mountain Power tariffs.

1.8 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, in accordance with the Rule, R746-312-4.

1.9 Anticipated Start Date

Customer must include an anticipated start date for operation of its Net Metering Facility in the Application. After receiving notice that the Application has been approved and satisfactory completion of all reviews and inspections of the Net Metering Facility, Customer must notify Rocky Mountain Power at least ten (10) Business Days prior to starting operation of the Facility, through either submission of an executed Agreement or through separate written notice. Customer shall not commence parallel operation of the Net Metering Facility until Rocky Mountain Power executes this Agreement, installs the net meter and notifies Customer that the Net Metering Facility is interconnected.

1.10 Net Metering Facility Inspection

1.10.1 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.

1.10.2 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.

1.11 Net Metering Facility Testing and Maintenance

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

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

1.11.2 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.

1.11.3 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.

1.11.4 Rocky Mountain Power shall have the right to inspect Customer's 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.

1.12 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 Initial Review and Additional Review

After determining Customer's interconnection request is complete, in accordance with the Rule, R746-312-9, Rocky Mountain Power will conduct a review of the proposed interconnection, using screens set forth in the Rule R746-312-7. Rocky Mountain Power will conduct such review within fifteen (15) days after notifying Customer that the interconnection request is complete and will notify Customer either: 1) the Net Metering Facility meets all applicable criteria and the interconnection request is approved; 2) although the Net Metering Facility fails one or more of the screens the Net Metering Facility may be interconnected consistent with safety, reliability, and power quality standards and the interconnection is approved; or 3) the interconnection of the Net Metering Facility has failed to meet one or more of the applicable criteria and the reason for failure, or Rocky Mountain Power has not or could not determine from the initial reviews that the Net Metering Facility may be interconnected consistent with safety reliability, and power quality standards, or the Net Metering Facility cannot be approved without minor modifications at minimal cost and the interconnection request is denied unless the Customer is willing to consider minor modifications or further study.

If the initial review determines that the Net Metering Facility fails to meet one or more applicable requirements, but additional review may enable Rocky Mountain Power to

determine that the Net Metering Facility may be interconnected consistent with safety, reliability and power quality standards, Rocky Mountain Power will offer to perform the additional review to determine whether minor modifications to the electric distribution system would enable the interconnection to be made consistent with safety, reliability and power quality standards. In this instance, Rocky Mountain Power will provide Customer with a good faith, nonbinding estimate of costs of such additional review and minor modifications. Rocky Mountain Power will conduct additional review and make minor modifications after receipt of payment from Customer in accordance with the attached Appendix A.

2.2 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, R746-312-9(5). Rocky Mountain Power and Customer will select a date by mutual agreement for the witness tests.

Rocky Mountain Power will test and inspect the Net Metering Facility and Interconnection Facilities prior to interconnection in accordance with IEEE Standards as provided for in the Rule, R746-312-4. Customer shall not begin operation of its Net Metering Facility until after inspection and testing is completed.

If a witness test is conducted and is not satisfactory, Customer must resolve any deficiencies within forty-five (45) business days or other time period as mutually agreed by the Parties.

2.3 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.

2.4 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 the 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 6.4 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 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 and/or all service to the premises where the Net Metering Facility is located.
- 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 or Customer may immediately suspend interconnection service and temporarily disconnect the Net Metering Facility. 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 Facility operation. Customer shall notify Rocky Mountain Power promptly when Customer 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 3.4.1 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 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.

4.3 Minor Modifications

If, under Section 2.1 of this Agreement, additional review is performed and 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 2 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.

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. Customer will be compensated for net excess energy in accordance with Schedule 135 or its successor tariff(s).

5.2 Special Conditions

Customer must comply with the special conditions found in 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: _____ . 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 the 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, its 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 a Customer with regard to consideration of an Interconnection Request or a 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 and 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 also agree to mutually waive a Section of this Agreement without the Commission's approval where the Rule so provides.
- 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, 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 Interconnection 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 the 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 governing authority 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: (____) _____
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 the Interconnection Agreement 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 10.1 above):

If to Customer:

Customer: _____
Attention (if applicable): _____
Address: _____
City: _____ State: _____ Zip: _____

10.4 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 10.1 above):

Customer’s Operating Representative:

Name: _____
Attention (if applicable): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____
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 the Customer:

For Rocky Mountain Power:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A
Minor Modifications

APPENDIX B

**ROCKY MOUNTAIN POWER UTAH NET METERING APPLICATION
LEVEL 2 REVIEW
CAPACITY OF 2 MW OR LESS**

Section 1: For Rocky Mountain Power Use Only	
Customer Name:	
Service Address:	
Customer Account No.:	Request No.:
Interconnection Agreement Acknowledgement (Date): _____	
Application fee: \$ _____ Date Paid: _____	

Section 2: To Be Completed By Customer
A. Applicant Information:
Site Street Address (if different from above):
B. System Information
System Type:
Generation Nameplate Capacity: _____ kW (Combine DC total of wind turbines, solar panels, etc. or AC rating if an inverter is not utilized)
Generation System Equipment and Ratings:
Inverter(s) Phasing:
Inverter(s) Voltage:
Service Phasing:
Service Voltage:
If Three Phase Transformer, type of transformer:
Outdoor Manual AC Disconnect Switch Location (show Disconnect Switch and Rocky Mountain Power Meter Location on Site Plan), unless exempt under Utah Administrative Rule 746-312-4(2): _____

System Location (show all protective devices on One Line Diagram): _____

Will the net metering facility interconnect to a switchgear?:

Customer must post metal or plastic engraved signage indicating on-site generation in accordance with the National Electric Code. The signage must be permanent and located adjacent to the meter base and disconnect switch noting "Parallel Generation on Site" and identifying the manual disconnect switch with the words "Manual Disconnect for Parallel Generation." _____ (Initial Here)

Anticipated Operational Date of Net Metering Facilities: _____

(Rocky Mountain Power must be notified at least ten (10) business days prior to starting operation.)

C. Application Fees

\$	50.00	Base
+ \$	_____	\$1.00 x _____ kW of Net Metering Facility's capacity
\$	=====	TOTAL APPLICATION FEE

D. Additional Information

1. An equipment package will be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable IEEE and UL 1741 standards, as set forth in the Rule.
2. If the equipment package has been tested and listed as an integrated package, which includes a generator or other electric source, the equipment package will be deemed certified, and Rocky Mountain Power will not require any further design review, testing or additional information.
3. If the equipment package includes only the interface components (switchgears, inverters, or other interface devices), an interconnection applicant must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified and Rocky Mountain Power will not require further design review, testing or additional equipment.
4. A net metering facility must be equipped with metering equipment that can measure the flow of electricity in both directions, comply with ANSI C12.1 standards and Rule 746-312. Rocky Mountain Power will install the required metering equipment at Rocky Mountain Power's expense.
5. Rocky Mountain Power will not be responsible for the cost of determining the rating of equipment owned by the customer-generator or of equipment owned by other local customers.
6. Customer may operate the Net Metering Facility temporarily for testing and obtaining inspection approval. Customer shall not operate the Net Metering Facility in continuous parallel without an executed Interconnection and Net Metering Service Agreement, and approval from Rocky Mountain Power.

7. Customer will pay to Rocky Mountain Power at the time of application the applicable Application fee of \$50.00 plus \$1.00 per kilowatt of the net metering facility's capacity. Customer-generator will pay to Rocky Mountain Power all costs of minor modifications or additional review as set forth in Rule 746-312 prior to commencement of work.

E. Customer Acknowledgment

I certify that the information provided in this Application is true. I will provide Rocky Mountain Power a copy of the signed government electrical inspection approval document when obtained, if not already provided with this Application.

I agree to abide by the terms of this Application and I agree to notify Rocky Mountain Power thirty (30) days prior to modification or replacement of the System's components or design. Any such modification or replacement may require submission of a new Application to Rocky Mountain Power.

I agree not to operate the Net Metering Facility in parallel with Rocky Mountain Power, except temporarily for testing and obtaining inspection approval, until this Application is approved by Rocky Mountain Power, until this agreement is signed by both parties, and until I have provided Rocky Mountain Power with at least five (5) days notice of anticipated start date.

Customer or Applicant Signature & Date: _____

Please send completed application to:

Rocky Mountain Power
Customer Generation
P.O. Box 25308
Salt Lake City, UT 84125-0308
Phone: (888) 221-7070

or

Please scan the completed application and email
netmetering@pacificorp.com

Section 3. To be completed by System Installer

Installation Contractor Information/Hardware and Installation Compliance

Installation Contractor (Company Name): _____

Contractor's License No.: _____ Proposed Installation Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Email: _____

For inverter-controlled system, meets IEEE Standards and UL 1741 Inverters, Converters, and Controllers for use in Independent Power Systems as set forth in the Rule:

For induction or synchronous device, meets IEEE Standard 1547 and IEEE/ANSI Standard C37.90 requirements as set forth in the Rule:

If Photovoltaic System, System must be installed in compliance with IEEE Standards, Recommended Practice for Utility Interface of Photovoltaic Systems. All System types must be installed in compliance with applicable requirements of local electrical codes, Rocky Mountain Power and the National Electrical Code® (NEC) and must use an anti-islanding inverter.

The System must include a manual, lockable, load-break (disconnect) switch, unless exempt under Rule 746-312-4(2), accessible at all times to Rocky Mountain Power personnel and located within 10 feet of Rocky Mountain Power's meter. The disconnect switch may be located more than 10 feet from Rocky Mountain Power's meter if permanent instructions are posted at the meter indicating the precise location of the disconnect switch. Rocky Mountain Power must approve the location of the disconnect switch prior to the installation of the net metering facility.

If the Net Metering Facility is designed to provide uninterruptible power to critical loads, either through energy storage, back-up generator, or the generation source, the Net Metering Facility will include a parallel blocking scheme for this backup source. This function may be integral to the inverter manufacturer's packaged system.

Does the Net Metering Facility include a parallel blocking scheme?:

Signed (Contractor): _____ **Date:** _____

Name (Print): _____

Section 4. To be completed by Rocky Mountain Power:

A. If approving the application:

Rocky Mountain Power does not, by approval of this Application, assume any responsibility or liability for damage to property or physical injury to persons. Further, this Application does not constitute a dedication of the owner's System to Rocky Mountain Power electrical system equipment or facilities. Customer entered into an Interconnection and Net Metering Service Agreement with Rocky Mountain Power on _____.

Customer satisfactorily passed Witness Tests on _____

(Rocky Mountain Power may waive Witness Tests at its option; if tests are waived initial here _____).

This Application is approved by Rocky Mountain Power on _____

Rocky Mountain Power Representative Name (Print): _____

Signed (Rocky Mountain Power Representative): _____ Date: _____

B. If denying the application:

This application is denied by Rocky Mountain Power on _____ for the following reason(s): _____

Rocky Mountain Power Representative Name (Print): _____

Signed (Rocky Mountain Power Representative): _____ Date: _____

Applicant may submit a new application for Level 3 review.

Section 5. To be completed by Rocky Mountain Power Meterman

Customer Account No. _____ Site ID No.: _____

Served from Facility Point No.: _____

New Net Meter No.: _____ Date net meter installed: _____

Manual disconnect location and permanent signage in place unless system is less than 10 kW: Yes No

Signature/Title: _____ Date: _____

We appreciate your interest in Rocky Mountain Power's net metering program. Before purchasing any net metering equipment, we recommend you review the requirements for interconnecting a net metering system to Rocky Mountain Power's electrical distribution system. The requirements are found in the Interconnection Agreement.

To complete the process for a net metering interconnection, please follow the steps below:

1. Complete and submit the following to Rocky Mountain Power:
 - Interconnection Agreement including the Application for Net Metering Interconnection
 - The inverter specification sheet
 - For systems larger than 10 kW, a simple one-line diagram showing
 - The location of Rocky Mountain Power's meter
 - The location of the disconnect switch
2. Rocky Mountain Power will review your agreement and application and send you a written notification of approval either by mail or e-mail
3. Install the net metering system after you receive the written approval of your Interconnection Agreement and Application for Net Metering from Rocky Mountain Power
4. Obtain an inspection of your net metering system by the local city or county electrical inspector
5. Submit the electrical inspector's approval to Rocky Mountain Power
6. Turn on your net metering system *after* Rocky Mountain Power provides you written notification the interconnection work has been completed and the net meter installed

Return completed documents to:

Rocky Mountain Power
Customer Generation
P.O. Box 25308
Salt Lake City, Utah 84125-0308

Or Email to:

netmetering@pacificorp.com

Thank you for your interest in the net metering program. If you have questions, please call us toll free at **1-888-221-7070** and ask for a net metering specialist.

Service ID#: _____

Request #: _____

**INTERCONNECTION AND NET METERING SERVICE AGREEMENT FOR NET
METERING FACILITY
LEVEL 3 INTERCONNECTION
UP TO 2 MW NAMEPLATE CAPACITY**

Change date format to
mm/dd/yyyy

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

Change date format to
mm/dd/yyyy

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

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. 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.

1.2 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 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.

1.4 Responsibilities of the Parties

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

1.4.2 Customer will construct, own, operate, test, and maintain its Net Metering Facility in accordance with the Agreement, IEEE Standards (available at the following link: <http://standards.ieee.org/index.html>), National Electric Code Standards (available for purchase at <http://standards.ieee.org/faqs/NESCFAQ.html#q8>), Utah state building codes, the Rule (available at the following link: <http://www.dopl.utah.gov/programs/ubc/>), and other applicable standards required by the Commission, as may be amended from time to time.

1.4.3 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.

1.4.4 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.

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

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

1.5 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).

1.6 Results of System Impact Study

Change date format to mm/dd/yyyy

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	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.

Change date format to mm/dd/yyyy

1.7 Results of Interconnection Facilities Study << to be fill
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__.

Change date format to mm/dd/yyyy

1.8 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.

1.9 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.

1.10 Net Metering Facility Inspection

1.10.1 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.

1.10.2 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.

1.11 Anticipated Start Date

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

1.12 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.

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

1.12.2 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.

1.12.3 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.

1.12.4 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.

1.13 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 Review

After determining Customer's interconnection request is complete, in accordance with the Rule, R746-312-10, Rocky Mountain Power will conduct meetings and studies and provide estimates set forth in the Rule, R746-312-10. Upon completion of the required studies and receipt of agreement of the Customer to pay for required interconnection facilities and upgrades, Rocky Mountain Power will approve the Interconnection request.

2.2 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 conduct any required inspection or witness test of the Net Metering Facility, set the new meter if required, approve the Interconnection, and provide written notification to the Customer of the final interconnection authorization/approval and that the generating facility is authorized/approved for parallel operation.

If Rocky Mountain Power and Customer, by mutual agreement, select a date for the required inspection and/or witness testing which would prevent Rocky Mountain Power from providing final written notice within ten (10) days of receipt of required documentation as specified above, and 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.

2.3 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.

2.4 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. Customer will be compensated for net excess energy in accordance with Schedule 135 or its successor tariff(s).

5.2 Special Conditions

Customer must comply with the special conditions found in 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: _____.
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:

Remove the line for "Fax". This is no longer used.

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:

Remove the line for "Fax". This is no longer used.

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 the Customer:

For Rocky Mountain Power:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A
Minor Modifications

Appendix B
Substantial Modifications

APPENDIX C

ROCKY MOUNTAIN POWER UTAH NET METERING APPLICATION
LEVEL 3 REVIEW
CAPACITY OF 2 MW OR LESS

Section 1: For Rocky Mountain Power Use Only

Customer Name: _____
Service Address: _____
City, State, Zip: _____
Customer Account No. and Request No.: _____
Interconnection Agreement Acknowledgement (Date): _____
Application fee: \$ _____ Date Paid _____

Section 2: To Be Completed By Customer

A. Applicant Information

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Site Street Address (if different from above): _____
City: _____ State: _____ Zip Code: _____
Daytime Phone: (____) _____ Fax: (____) _____
Email: _____

Remove the line for "Fax". This is no longer used.

Replace text boxes with a text field.

B. System Information

System Type: Solar Wind Hydro Other (Specify): _____

Generation Nameplate Capacity: _____ kW (Combine DC total of wind turbines, solar panels, etc. or AC rating if an inverter is not utilized)

Inverter Manufacturer: _____ Model: _____ Number of Inverters: _____ Rating: _____ kW

Manufacturer Nameplate Inverter Total AC Capacity Rating: _____ kW

Inverter(s): Single Phase Three Phase Multiple Single Phase Connected on Poly-phase (three phase) system – (Attach Inverter and Panel Technical Specifications Sheets)

Type: Induction Inverter Synchronous _____ Other

Type of Service: Single Phase Three Phase

If Three Phase Transformer:

Replace check boxes with text fields

Describe this information in a different order/format. Text block output from PowerClerk

Replace check boxes with text fields

Indicate Type:

Wye Delta

Indicate Voltage and Number of Service Wires:

120/208 Volts, 4 wire 120/240 Volts, 4 wire 277/480 Volts, 4 wire Other _____

Other Information: _____

Self Contained Location: _____

Outdoor Manual AC Disconnect Switch Location (show Disconnect Switch and

Power Meter Location on Site Plan), unless exempt under Utah Administrative

System (show protective devices on One Line Diagram): _____

Will the system interconnect to a switchgear? Yes No

Customer must post metal or plastic engraved signage indicating on-site generation in accordance with National Electric Code. The signage must be permanent and located adjacent to the meter base and disconnect switch noting "Parallel Generation on Site" and identifying the manual disconnect switch with the words "Manual Disconnect for Parallel Generation." _____ (Initial Here)

One Line Diagram Attached: Yes No Site Plan Attached: Yes No

Installation Test Plan attached: Yes No

Anticipated Operational Date of Net Metering Facilities: _____

(Rocky Mountain Power must be notified at least ten (10) business days prior to starting operation.)

Net metering facility available fault duty at the point of common coupling: _____

(A Rocky Mountain Power Engineer may contact you for additional information)

Electrical Inspection approval date (attach copy or provide to utility when obtained): _____

Remove these check boxes - not needed to convey this information. The PowerClerk landing page displays all attachments/uploads.

Replace checkboxes with text field

C. Application Fees

Remove this line. We *do not* want to encourage customers/contractors to begin construction of the generation system before interconnection approval is given from RMP. This causes issues and extra expense for customers if effective grounding or a transformer upgrade is required.

Remove this line. The customer cannot calculate this value. RMP calculates this internally for use in review.

D.

1. An equipment package will be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric

distribution system in compliance with the applicable IEEE and UL 1741 standards, as set forth in the Rule.

2. If the equipment package has been tested and listed as an integrated package, which includes a generator or other electric source, the equipment package will be deemed certified, and Rocky Mountain Power will not require any further design review, testing or additional information.
3. If the equipment package includes only the interface components (switchgears, inverters, or other interface devices), an interconnection applicant must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified and Rocky Mountain Power will not require further design review, testing or additional equipment.
4. A net metering facility must be equipped with metering equipment that can measure the flow of electricity in both directions, comply with ANSI C12.1 standards and Utah Administrative Rule R746-312. Rocky Mountain Power will install the required metering equipment at Rocky Mountain Power's expense.
5. Rocky Mountain Power will not be responsible for the cost of determining the rating of equipment owned by the customer-generator or of equipment owned by other local customers.
6. Customer may operate the Net Metering Facility temporarily for testing and obtaining inspection approval. Customer shall not operate the Net Metering Facility in continuous parallel without an executed Interconnection and Net Metering Service Agreement, and approval from Rocky Mountain Power.
7. Customer will pay to Rocky Mountain Power at the time of application the applicable Application fee of \$100.00 plus \$2.00 per kilowatt of the net metering facility's capacity; and costs of modifications or additional review as set forth in Utah Administrative Rule R746-312 prior to commencement of work.

E. Customer Acknowledgment

I certify that the information provided in this Application is true. I will provide Rocky Mountain Power a copy of the signed government electrical inspection approval document when obtained, if not already provided with this Application.

I agree to abide by the terms of this Application and I agree to notify Rocky Mountain Power thirty (30) days prior to modification or replacement of the System's components or design. Any such modification or replacement may require submission of a new Application to Rocky Mountain Power.

I agree not to operate the Net Metering Facility in parallel with Rocky Mountain Power, except temporarily for testing and obtaining inspection approval, until this Application is approved by Rocky Mountain Power, until this agreement is signed by both parties, and until I have provided Rocky Mountain Power with at least five (5) days notice of anticipated start date.

Customer or Applicant Signature & Date: _____

Please send completed application to:

Rocky Mountain Power
Attention: Customer Generation or
P.O. Box 25308
Salt Lake City, UT 84125-0308
Phone: (888) 221-7070

Please scan the completed application and email
netmetering@pacificorp.com

Section 3. To be completed by System Installer

Installation Contractor Information/Hardware and Installation Compliance

Installation Contractor (Company Name): _____

Contractor's License No.: _____ Proposed Installation Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ Email: _____

For inverter-controlled system, meets IEEE Standards and UL 1741 Inverters, Converters, and
Controllers for use in Independent Power Systems as set forth in the Rule: Yes No

For induction or synchronous device, meets IEEE Standard 1547 and IEEE/ANSI Standard C37.90 requirements
as set forth in the Rule: Yes No

If Photovoltaic System, System must be installed in compliance with IEEE Standards, Recommended Practice
for Utility Interface of Photovoltaic Systems. All System types must be installed in compliance with applicable
requirements of local electrical codes, Rocky Mountain Power and the National Electrical Code. The System
must use an anti-islanding inverter. **Replace check boxes with text field**

The System must include a manual, lockable (disconnect) switch, unless exempt under Utah
Administrative Rule 746-312-4(2), accessible at all times to Rocky Mountain Power personnel and located
within 10 feet of Rocky Mountain Power's meter. The disconnect switch may be located more than 10 feet from
Rocky Mountain Power's meter if permanent instructions are posted at the meter indicating the precise location
of the disconnect switch. Rocky Mountain Power must approve the location of the disconnect switch prior to the
installation of the net metering facility. **Replace check boxes with text field**

If the Net Metering Facility is designed to provide uninterruptible power to critical loads, such as a
storage, back-up generator, or the generation source, the Net Metering Facility will include a parallel blocking
scheme for this backup source. This function may be integral to the inverter manufacturer's packaged system. **Replace check boxes with a text field**

Does the Net Metering Facility include a parallel blocking scheme: Yes No

Signed (Contractor): _____ **Date:** _____

Name (Print): _____

We appreciate your interest in Rocky Mountain Power's net metering program. Before purchasing any net metering equipment, we recommend you review the requirements for interconnecting a net metering system to Rocky Mountain Power's electrical distribution system. The requirements are found in the Interconnection Agreement.

To complete the process for a net metering interconnection, please follow the steps below:

1. Complete and submit the following to Rocky Mountain Power:
 - Interconnection Agreement including the Application for Net Metering Interconnection
 - The inverter specification sheet
 - For systems larger than 10 kW, a simple one-line diagram showing
 - The location of Rocky Mountain Power's meter
 - The location of the disconnect switch
2. Rocky Mountain Power will review your agreement and application and send you a written notification of approval either by mail or e-mail
3. Install the net metering system after you receive the written approval of your Interconnection Agreement and Application for Net Metering from Rocky Mountain Power
4. Obtain an inspection of your net metering system by the local city or county electrical inspector
5. Submit the electrical inspector's approval to Rocky Mountain Power
6. Turn on your net metering system *after* Rocky Mountain Power provides you written notification the interconnection work has been completed and the net meter installed

Return completed documents to:

Rocky Mountain Power
Customer Generation
P.O. Box 25308
Salt Lake City, Utah 84125-0308

Or Email to:

netmetering@pacificorp.com

Thank you for your interest in the net metering program. If you have questions, please call us toll free at **1-888-221-7070** and ask for a net metering specialist.

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 on _____, 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 _____, 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

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. 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.

1.2 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 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.

1.4 Responsibilities of the Parties

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

1.4.2 Customer will construct, own, operate, test, and maintain its Net Metering Facility in accordance with the Agreement, IEEE Standards (available at the following link: <http://standards.ieee.org/index.html>), National Electric Code Standards (available for purchase at <http://standards.ieee.org/faqs/NESCFAQ.html#q8>), Utah state building codes, the Rule (available at the following link: <http://www.dopl.utah.gov/programs/ubc/>), and other applicable standards required by the Commission, as may be amended from time to time.

1.4.3 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.

1.4.4 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.

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

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

1.5 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).

1.6 Results of System Impact Study

Rocky Mountain Power completed a System Impact Study on _____. 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 _____ necessary _____ minor modifications _____.

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.

1.7 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 _____. 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_____.

1.8 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.

1.9 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.

1.10 Net Metering Facility Inspection

1.10.1 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.

1.10.2 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.

1.11 Anticipated Start Date

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

1.12 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.

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

1.12.2 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.

1.12.3 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.

1.12.4 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.

1.13 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 Review

After determining Customer's interconnection request is complete, in accordance with the Rule, R746-312-10, Rocky Mountain Power will conduct meetings and studies and provide estimates set forth in the Rule, R746-312-10. Upon completion of the required studies and receipt of agreement of the Customer to pay for required interconnection facilities and upgrades, Rocky Mountain Power will approve the Interconnection request.

2.2 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 conduct any required inspection or witness test of the Net Metering Facility, set the new meter if required, approve the Interconnection, and provide written notification to the Customer of the final interconnection authorization/approval and that the generating facility is authorized/approved for parallel operation.

If Rocky Mountain Power and Customer, by mutual agreement, select a date for the required inspection and/or witness testing which would prevent Rocky Mountain Power from providing final written notice within ten (10) days of receipt of required documentation as specified above, and 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.

2.3 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.

2.4 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. Customer will be compensated for net excess energy in accordance with Schedule 135 or its successor tariff(s).

5.2 Special Conditions

Customer must comply with the special conditions found in 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: _____.
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: (____) _____
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: (____) _____
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 the Customer:

For Rocky Mountain Power:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A
Minor Modifications

Appendix B
Substantial Modifications

APPENDIX C

**ROCKY MOUNTAIN POWER UTAH NET METERING APPLICATION
LEVEL 3 REVIEW
CAPACITY OF 2 MW OR LESS**

Section 1: For Rocky Mountain Power Use Only

Customer Name:

Service Address:

Customer Account No.:

Request No.:

Interconnection Agreement Acknowledgement (Date): _____

Application fee: \$ _____ Date Paid _____

Section 2: To Be Completed By Customer

A. Applicant Information:

Site Street Address (if different from above):

B. System Information

System Type:

Generation Nameplate Capacity: _____ kW (Combine DC total of wind turbines, solar panels, etc. or AC rating if an inverter is not utilized)

Generation System Equipment and Ratings:

Inverter(s) Phasing:

Inverter(s) Voltage:

Service Phasing:

Service Voltage:

If Three Phase Transformer, type of transformer:

Outdoor Manual AC Disconnect Switch Location (show Disconnect Switch and Rocky Mountain Power Meter Location on Site Plan), unless exempt under Utah Administrative Rule 746-312-4(2):

System Location (show all protective devices on One Line Diagram): _____

Will the net metering facility interconnect to a switchgear?:

Customer must post metal or plastic engraved signage indicating on-site generation in accordance with National Electric Code. The signage must be permanent and located adjacent to the meter base and disconnect switch noting "Parallel Generation on Site" and identifying the manual disconnect switch with the words "Manual Disconnect for Parallel Generation." _____ (Initial Here)

Anticipated Operational Date of Net Metering Facilities: _____
(Rocky Mountain Power must be notified at least ten (10) business days prior to starting operation.)

C. Application Fees

\$ 100.00 Base
+ \$ _____ \$2.00 x _____ kW of net metering facility's capacity
\$ _____ TOTAL APPLICATION FEE

D. Additional Information

1. An equipment package will be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable IEEE and UL 1741 standards, as set forth in the Rule.
2. If the equipment package has been tested and listed as an integrated package, which includes a generator or other electric source, the equipment package will be deemed certified, and Rocky Mountain Power will not require any further design review, testing or additional information.
3. If the equipment package includes only the interface components (switchgears, inverters, or other interface devices), an interconnection applicant must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified and Rocky Mountain Power will not require further design review, testing or additional equipment.
4. A net metering facility must be equipped with metering equipment that can measure the flow of electricity in both directions, comply with ANSI C12.1 standards and Utah Administrative Rule R746-312. Rocky Mountain Power will install the required metering equipment at Rocky Mountain Power's expense.
5. Rocky Mountain Power will not be responsible for the cost of determining the rating of equipment owned by the customer-generator or of equipment owned by other local customers.
6. Customer may operate the Net Metering Facility temporarily for testing and obtaining inspection approval. Customer shall not operate the Net Metering Facility in continuous parallel without an executed Interconnection and Net Metering Service Agreement, and approval from Rocky

- Mountain Power.
7. Customer will pay to Rocky Mountain Power at the time of application the applicable Application fee of \$100.00 plus \$2.00 per kilowatt of the net metering facility's capacity; and costs of modifications or additional review as set forth in Utah Administrative Rule R746-312 prior to commencement of work.

E. Customer Acknowledgment

I certify that the information provided in this Application is true. I will provide Rocky Mountain Power a copy of the signed government electrical inspection approval document when obtained, if not already provided with this Application.

I agree to abide by the terms of this Application and I agree to notify Rocky Mountain Power thirty (30) days prior to modification or replacement of the System's components or design. Any such modification or replacement may require submission of a new Application to Rocky Mountain Power.

I agree not to operate the Net Metering Facility in parallel with Rocky Mountain Power, except temporarily for testing and obtaining inspection approval, until this Application is approved by Rocky Mountain Power, until this agreement is signed by both parties, and until I have provided Rocky Mountain Power with at least five (5) days notice of anticipated start date.

Customer or Applicant Signature & Date: _____

Please send completed application to:

Rocky Mountain Power
Attention: Customer Generation
P.O. Box 25308
Salt Lake City, UT 84125-0308
Phone: (888) 221-7070

or

Please scan the completed application and email
netmetering@pacificorp.com

Section 3. To be completed by System Installer

Installation Contractor Information/Hardware and Installation Compliance

Installation Contractor (Company Name): _____

Contractor's License No.: _____ Proposed Installation Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Email: _____

For inverter-controlled system, meets IEEE Standards and UL 1741 Inverters, Converters, and Controllers for use in Independent Power Systems as set forth in the Rule:

For induction or synchronous device, meets IEEE Standard 1547 and IEEE/ANSI Standard C37.90 requirements

as set forth in the Rule:

If Photovoltaic System, System must be installed in compliance with IEEE Standards, Recommended Practice for Utility Interface of Photovoltaic Systems. All System types must be installed in compliance with applicable requirements of local electrical codes, Rocky Mountain Power and the National Electrical Code® (NEC) and must use an anti-islanding inverter.

The System must include a manual, lockable, load-break (disconnect) switch, unless exempt under Utah Administrative Rule 746-312-4(2), accessible at all times to Rocky Mountain Power personnel and located within 10 feet of Rocky Mountain Power's meter. The disconnect switch may be located more than 10 feet from Rocky Mountain Power's meter if permanent instructions are posted at the meter indicating the precise location of the disconnect switch. Rocky Mountain Power must approve the location of the disconnect switch prior to the installation of the net metering facility.

If the Net Metering Facility is designed to provide uninterruptible power to critical loads, either through energy storage, back-up generator, or the generation source, the Net Metering Facility will include a parallel blocking scheme for this backup source. This function may be integral to the inverter manufacturer's packaged system.

Does the Net Metering Facility include a parallel blocking scheme?:

Signed (Contractor): _____ **Date:** _____

Name (Print): _____

Section 4. To be completed by Rocky Mountain Power:

A. If approving the application:

Rocky Mountain Power does not, by approval of this Application, assume any responsibility or liability for damage to property or physical injury to persons. Further, this Application does not constitute a dedication of the owner's System to Rocky Mountain Power electrical system equipment or facilities.

Customer-Generator entered into an Interconnection and Net Metering Service Agreement with Rocky Mountain Power on _____.

Customer-Generator satisfactorily passed Witness Tests on _____.

(Rocky Mountain Power may waive Witness Tests at its option; if tests are waived initial here ____)

This Application is approved by Rocky Mountain Power on _____

Rocky Mountain Power Representative Name (Print): _____

Signed (Rocky Mountain Power Representative): _____ Date: _____

B. If denying the application:

This application is denied by Rocky Mountain Power on _____ for the following reason(s): _____

Rocky Mountain Power Representative Name (Print): _____

Signed (Rocky Mountain Power Representative): _____ Date: _____

Section 5. To be completed by Rocky Mountain Power Meterman

Customer Account No. _____ Site ID No. : _____

Served from Facility Point No.: _____

New Net Meter No.: _____ Date net meter installed: _____

Manual disconnect device in proper location and permanent signage in place: Yes No

Signature/Title: _____ Date: _____