- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

Application of Rocky Mountain Power for Approval of the Renewable Energy Contract between PacifiCorp and the University of Utah and the Related Agreement with Amor IX, LLC

DOCKET NO. 18-035-08

<u>ORDER</u>

ISSUED: May 22, 2018

BACKGROUND

On March 23, 2018, PacifiCorp dba Rocky Mountain Power ("PacifiCorp") filed its Application ("Application") for Approval of the Renewable Energy Contract between PacifiCorp and the University of Utah ("University") and the Related Agreement with Amor IX, LLC ("Amor"). PacifiCorp represents it filed the Application in accordance with Utah Code Ann. §§ 54-17-801, 802, 803, 804, and 805 and Electric Service Schedule No. 32 ("Schedule 32").

On April 6, 2018, the Public Service Commission ("PSC") issued a Scheduling Order and Notice of Hearing, establishing deadlines for the filing of written comments and setting the Application for hearing. Subsequently, the Division of Public Utilities ("DPU") and the Office of Consumer Services ("OCS") filed comments, and PacifiCorp filed reply comments. On May 8, 2018, Amor filed a petition to intervene. On May 16, 2018, the PSC's designated Presiding Officer conducted a hearing to consider the Application and granted Amor's petition to intervene at the commencement of the hearing (no party objected to the intervention). During the hearing, PacifiCorp requested the PSC render a decision on the Application by May 23, 2018.

DISCUSSION

In the Application, PacifiCorp seeks PSC approval of a Renewable Energy Contract ("REC") between PacifiCorp and the University, pursuant to Schedule 32 and a renewable

- 2 -

resource purchase contract ("RRC") between PacifiCorp and Amor, the developer of a geothermal generation facility ("Facility") with an expected nameplate capacity of about 20 megawatts located in Churchill County, Nevada. PacifiCorp represents the University is one of its customers currently taking service under Electric Service Schedule No. 9 and that it qualifies for service under Schedule 32.

The Facility is anticipated to come on line on September 1, 2019, at which time the University will begin taking service under the terms of the REC.¹ PacifiCorp represents the Facility is a baseload resource and therefore meets applicable requirements under Schedule 32. PacifiCorp also represents it will enter into a renewable energy supply agreement ("RESA") between the University and Amor that establishes the University's relationship with the renewable resource under a Schedule 32 contract.²

PacifiCorp represents the terms and conditions in the REC and the RRC are consistent with Schedule 32 and are just, reasonable, and in the public interest.

The DPU reviewed the Application and the related agreements and believes the agreements comply with the requirements of Schedule 32 and that they are reasonable and in the public interest. The DPU recommends the PSC approve the REC and the RRC.

The OCS also believes the REC and the RRC generally meet the requirements of Schedule 32 and recommends the PSC approve both the REC and the RRC. The OCS expresses

¹ Under Schedule 32, a qualified customer can receive electricity directly from a renewable energy facility if the customer pays for the costs associated with that renewable energy. PacifiCorp states that this Application represents the first such filing presented for PSC approval under Schedule 32.

² PacifiCorp states that while the RESA does not require the PSC's approval under Schedule 32, PacifiCorp included it in the Application "to provide the Commission a full understanding of the transaction and its interrelationship with the other two agreements." Direct Test. (Redacted) of Mark P. Tourangeau at 2:33-36.

- 3 -

concern that, pursuant to Schedule 32 requirements, PacifiCorp must receive confirmation from PacifiCorp Transmission that the Facility has been designated as a Network Resource pursuant to the FERC's Open Access Transmission Tariff. PacifiCorp must also receive confirmation from PacifiCorp Transmission that the transmission service request has been granted in sufficient capacity to meet or exceed the maximum delivery rate specified in the RRC.

The OCS states that PacifiCorp Transmission determined that a System Impact Study is required prior to determining designated resource status for the Facility. However, the OCS is concerned the results of this study will not be available until after PacifiCorp's requested approval date, and it is therefore presently unknown as to whether the Facility will receive the required Network Resource designation.

The OCS recommends the PSC require PacifiCorp: 1) notify the PSC when it receives a determination as to whether network upgrades are required and, if such upgrades are necessary, state if the RRC is to be terminated or identify the accommodations made between PacifiCorp and Amor; and 2) notify the PSC in the case of default by Amor, inform the PSC whether the REC and/or RRC will be terminated as a consequence of default, and explain its decision if either contract is not terminated in the event of default.

Following the hearing, on May 17, 2018, PacifiCorp sent an email to the PSC, posted in this docket, to clarify the parties' position with respect to the OCS's recommendations. The email represents "each [party] support[s] [the PSC's] approval of the Application and as part of that approval imposing on [PacifiCorp] the two reporting requirements requested by the [OCS] to confirm that the contract complies with Schedule 32's requirements regarding network resource designation." The email further clarified, "no party intended to request that the [PSC]

- 4 -

make its order approving the contracts contingent upon network resource transmission service status or any other condition precedent as a precondition to the [PSC's] final approval of the contracts." PacifiCorp represents the OCS, the DPU, and Amor assented to PacifiCorp making these clarifying comments on behalf of all parties.

ORDER

Based on our review of the Application, the REC and the RRC, the comments filed in this docket, the testimony provided at hearing, and hearing no opposition to the Application, we find the prices, terms, and conditions of the REC and the RRC to be consistent with applicable state and federal laws, applicable PSC orders, and Schedule 32. We also find the two conditions raised by the OCS are consistent with requirements found in Schedule 32.9 and Schedule 32.10 and agree that PacifiCorp should be required to report accordingly. Therefore, we conclude the REC and the RRC to be just, reasonable, and in the public interest. Pursuant to the foregoing, the PSC orders:

- 1. The REC between PacifiCorp and the University of Utah is approved;
- 2. The RRC between PacifiCorp and Amor is approved;
- 3. PacifiCorp shall notify the PSC when it receives a determination as to whether accommodation of the Facility requires network upgrades and if such upgrades are necessary shall state, with explanation, whether the RRC is to be terminated; and
- 4. PacifiCorp shall notify the PSC in the event of default under the RRC or the REC and shall state, with explanation, whether PacifiCorp will terminate the pertinent agreement.

- 5 -

DATED at Salt Lake City, Utah, May 22, 2018.

/s/ Michael J. Hammer Presiding Officer

Approved and confirmed May 22, 2018, as the Order of the Public Service Commission of Utah.

/s/ Thad LeVar, Chair

/s/ David R. Clark, Commissioner

/s/ Jordan A. White, Commissioner

Attest:

/s/ Gary L. Widerburg PSC Secretary DW#302310

Notice of Opportunity for Agency Review or Rehearing

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

- 6 -

CERTIFICATE OF SERVICE

I CERTIFY that on May 22, 2018, a true and correct copy of the foregoing was served upon the following as indicated below:

By Electronic-Mail:

Data Request Response Center (<u>datarequest@pacificorp.com</u>, <u>utahdockets@pacificorp.com</u>) PacifiCorp

Jana Saba (<u>jana.saba@pacificorp.com</u>)
Yvonne Hogle (<u>yvonne.hogle@pacifcorp.com</u>)
Rocky Mountain Power

Brian W. Burnett, Esq. (<u>bburnett@kmclaw.com</u>) Attorney for Amor IX, LLC

Nicholas Goodman (nick.goodman@cyrqenergy.com)
John Perry (john.perry@cyrqenergy.com)
Scott Rhees (scott.rhees@cyrqenergy.com)
Amor IX, LLC

Patricia Schmid (<u>pschmid@agutah.gov</u>) Justin Jetter (<u>jjetter@agutah.gov</u>) Robert Moore (<u>rmoore@agutah.gov</u>) Steven Snarr (<u>stevensnarr@agutah.gov</u>) Assistant Utah Attorneys General

Erika Tedder (<u>etedder@utah.gov</u>)
Division of Public Utilities

By Hand Delivery:

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

Administrative Assistant



ROCKY MOUNTAIN POWER

ELECTRIC SERVICE SCHEDULE NO. 32

STATE OF UTAH

Service From Renewable Energy Facilities

PROVISION: This Schedule governs contract guidelines for Rocky Mountain Power (RMP) to supply electric service to a Customer from one or more Renewable Energy Facilities which are owned or contractually tied to a Customer, under certain circumstances. Pursuant to Utah Code Sections:

54-17-801, Utah Code Annotated 1953

54-17-802, Utah Code Annotated 1953

54-17-803, Utah Code Annotated 1953

54-17-804, Utah Code Annotated 1953

54-17-805, Utah Code Annotated 1953

AVAILABILITY: At any point on the Company's interconnected system where there is available transmission capacity to deliver Power and Energy from the point of Renewable Energy Facility interconnection with the Company's system to the Customer's point of delivery.

APPLICATION: This Schedule is for Customers who would otherwise qualify for Schedules 6, 8 or 9 that desire to receive all or part of their electricity from a Renewable Energy Facility located in the state of Utah, or that is located outside the state and provides energy from baseload resources. Service shall be provided under the terms of a Renewable Energy Contract as defined and subject to the monthly charges and Conditions of Service in this Schedule. Delivery shall be at one point and at Company's locally standard voltage.

CONDITIONS OF SERVICE:

The following conditions must be met in order to qualify for this tariff:

- 1. The amount of electricity provided to a Customer under a Renewable Energy Contract may not be less than 2.0 megawatts on an annual peak load basis.
- 2. A single Customer (Customer) may aggregate multiple metered delivery points (Customer Agreements) to satisfy the minimum megawatt limit under Condition 1, based on annual peak load. Each Customer Agreement is individually subject to all other conditions of service and all other provisions of this Schedule.

(Continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Advice No. 17-12

FILED: August 25, 2017 EFFECTIVE: September 24, 2017



CONDITIONS OF SERVICE: (continued)

- 3. The amount of electricity provided in any hour to a Customer's individual Customer Agreement under a Renewable Energy Contract may not exceed the Customer Agreement's metered kilowatt-hour load in that hour. Excess generation may be sold to Rocky Mountain Power under applicable avoided costs rates.
- 4. A Renewable Energy Contract that meets the requirements of Condition 1 may provide for one or more increases in the amount of electricity to be provided under the contract with a one-year advanced notice even though the amount of electricity to be provided by the increase is less than the minimum amount required under Condition 1.
- 5. The total amount of electricity to be generated by Renewable Energy Facilities and delivered to Customers at any one time under all Renewable Energy Contracts may not exceed 300 megawatts, unless the Commission approves in advance a higher amount.
- 6. Electricity generated by a Renewable Energy Facility and delivered to Customer Agreements under a Renewable Energy Contract may not be included in Net Metering Service in Schedule 135.
- 7. Subject to a Customer agreeing to pay the Company for all incremental costs associated with all Customer Agreement metering facilities, communication facilities, and administration, a Renewable Energy Contract may provide for electricity to be delivered to a Customer:
 - a. From one Renewable Energy Facility to a Customer's single metered delivery location;
 - b. From multiple Renewable Energy Facilities to a Customer's single metered delivery location;
 - c. From one Renewable Energy Facility to multiple Customers' delivery locations. When electricity is delivered from a Renewable Energy Facility to multiple Customers the specified percentage of each Renewable Energy Facility shall be contracted with each Customer. Service shall be metered and billed separately for each delivery point under the terms of a separate Customer Agreement; or
 - d. From one or more Renewable Energy Facilities to a Customer's multiple Customer Agreement locations. When electricity is delivered from one or more Renewable Energy Facilities to a Customer with multiple Customer Agreements a specified percentage of each Renewable Energy Facility shall be established in each Customer Agreement. Service shall be metered and billed separately for each delivery location under the terms of a separate Customer Agreement.
 - i. The specified percentage assigned to each Customer Agreement may be established separately for two seasonal periods each year as specified in the Renewable Energy Contract or upon six months written notice to the Company.
- 8. Supplementary Service is provided from the Company's system resource portfolio and are not 100% renewable energy.

(Continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 14-035-T02



DEFINITIONS:

Billing Period: The period of approximately 30 days intervening between regular successive meter reading dates. There shall be 12 billing periods per year.

Customer: a person who executes or will execute a Renewable Energy Contract with the Company.

Customer Agreement: A contract or agreement that specifies the terms of service to a single metered delivery location. A Customer may have more than one Customer Agreement.

Daily Power: The kW of Power supplied by the Company to the Customer. Daily Power shall be determined for each day of the Billing Period. The kW of Daily Power each day shall be the kW for the fifteen (15) minute period of the Customer's greatest use of Power that day, adjusted for power factor as specified, determined to the nearest kW. For each fifteen minute period, Daily Power shall equal the Measured Power minus the Renewable Power but shall not be less than zero nor greater than the Renewable Contract Power. The Daily Power for the Billing Period shall be the sum of the Daily Power for each day of the Billing Period.

Measured Energy: The electric energy in kWh as shown by or computed from the readings of the kilowatt-hour meter located at the Company's point of delivery.

Measured Power: The kW as shown by or computed from the readings of the Power meter located at the Company's point of delivery, for the 15 minute period of the Customer's greatest use during the Billing Period or that day.

(Continued)

P.S.C.U. No. 50

ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

DEFINITIONS: (continued)

Metered Electric Service: All Measured Power and Measured Energy delivered by the Company to the Customer's metered delivery location as established through the Customer Agreement.

Power: The rate in kilowatts at which electric energy is generated, transferred or used. Power measurements are calculated based on the average (integrated) usage over consecutive 15 minute periods of time. Power measurements may be based on any one such fifteen minute period in a Billing Period, on the period of greatest use during the Billing Period, or on the period of greatest use during each day, adjusted for power factor as specified, determined to the nearest kW.

Renewable Contract Power: The specified Power in kilowatts the Customer contracts with the Company to be supplied by the Renewable Energy Facility and delivered by the Company to the delivery point associated with the Customer Agreement. The Renewable Contract Power shall be established by agreement between the Customer and the Company. The level of Renewable Contract Power shall not exceed the total output capacity of the Renewable Energy Facility.

Renewable Energy: Metered electric energy in kWh generated by the Renewable Energy Facility, adjusted for losses.

Renewable Energy Contract: A contract between the Company and Customer for the sale and delivery of electricity from one or more Renewable Energy Facilities to a Customer requiring the use of the Company's transmission or distribution system to deliver the electricity from a Renewable Energy Facility to the delivery location(s) under the Customer Agreement(s).

Renewable Energy Facility: A generation facility that derives its energy from a renewable energy source defined in Utah Code Section 54-17-601(1)(b) and located in the state of Utah, or that is located outside the state and provides energy from baseload resources. A Renewable Energy Facility may be owned by the Customer receiving electricity from the Renewable Energy Facility and/or by a person other than the Customer.

Renewable Power: Metered Power in kilowatts generated by the Renewable Energy Facility, adjusted for losses.

Supplementary Energy: All Measured Energy not supplied by the Renewable Energy Facility.

Supplementary Contract Power: The specified Power in kW of Supplementary Power that the Customer contracts with the Company to supply and which the Company agrees to have available for delivery to the Customer. The Supplementary Contract Power shall be established by agreement between the Customer and the Company.

(Continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Advice No. 17-12

FILED: August 25, 2017 **EFFECTIVE**: September 24, 2017





DEFINITIONS: (continued)

Supplementary Power: The kW of Supplementary Contract Power supplied by the Company to the Customer. The kW of Supplementary Power for the Billing Period shall be the kW for the 15 minute period of the Customer's greatest use of Supplementary Power during the Billing Period, adjusted for power factor as specified, determined to the nearest kW. For each fifteen minute period, Supplementary Power shall equal the Measured Power minus the Renewable Contract Power but shall not be less than zero.

Supplementary Service: Supplementary service is electric service regularly used by a Customer in addition to the capacity of the Renewable Energy Facility.

Total Contract Power: The sum of Renewable Contract Power and Supplementary Contract Power.

MONTHLY BILL:

Renewable Power and Energy Charges: Renewable Power and Energy will be provided according to the terms of the Renewable Energy Contract. In addition to the charges associated with the Renewable Energy Contract, the following monthly charges will apply to each Customer Agreement beginning upon delivery of power from the Renewable Energy Facility.

Customer Charges:

Distribution Voltage < 1 MW	\$54.00 per Agreement
Distribution Voltage > 1 MW	\$70.00 per Agreement
Transmission Voltage	\$259.00 per Agreement

If a Primary Customer is metered on the secondary side of the transformer the Secondary Voltage Customer charge shall apply and meter readings will be increased to reflect transformer losses.

Administrative Fee:

All Voltages	\$110.00 per Generator
All Voltages	\$150.00 per Delivery Point

Delivery Facilities Charges:

Secondary Voltage < 1 MW	\$7.62 per kW
Primary Voltage < 1 MW	\$6.67 per kW
Secondary Voltage > 1 MW	\$7.90 per kW
Primary Voltage > 1 MW	\$6.75 per kW
Transmission Voltage	\$3.85 per kW

(Continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 13-035-184

FILED: July 23, 2015 EFFECTIVE: September 1, 2015

P.S.C.U. No. 50

ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

MONTHLY BILL: (continued)

The Delivery Facilities Charges apply to the kW of Measured Power but shall not be greater than Renewable Contract Power.

Daily Power Charges:

On-Peak Secondary Voltage < 1 MW

May - September: \$0.64 per kW Day October - April: \$0.42 per kW Day

On-Peak Primary Voltage < 1 MW

May - September: \$0.63 per kW Day October - April: \$0.41 per kW Day

On-Peak Secondary Voltage > 1 MW

May - September: \$0.72 per kW Day October - April: \$0.46 per kW Day

On-Peak Primary Voltage > 1 MW

May - September: \$0.70 per kW Day October - April: \$0.45 per kW Day

On-Peak Transmission Voltage

May - September: \$0.66 per kW Day October - April: \$0.41 per kW Day

The Daily Power Charge is calculated on a per day basis and is based on the fifteen (15) minute period of the Customer's greatest use of Power during on-peak hours each day but shall not be greater than Renewable Contract Power.

Supplementary Power and all Energy: Supplementary Power and all Measured Energy not supplied by the Renewable Energy Facility shall be billed under the pricing provisions of the applicable general service schedule.

Surcharge Adjustments: All monthly bills shall be adjusted in accordance with Schedule 80.

Power Factor: This rate is based on the Customer maintaining at all times a Power Factor of 90% lagging, or higher, as determined by measurement. If the average Power Factor is found to be less than 90% lagging the Power as recorded by the Company's meter will be increased by 3/4 of 1% for every 1% that the Power Factor is less than 90%.

(Continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 13-035-184

FILED: July 23, 2015 EFFECTIVE: September 1, 2015

P.S.C.U. No. 50

ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

MONTHLY BILL: (continued)

Time Periods:

On-Peak: October through April inclusive

7:00 a.m. to 11:00 p.m., Monday thru Friday, except holidays.

May through September inclusive

1:00 p.m. to 9:00 p.m., Monday thru Friday, except holidays.

Off-Peak: All other times.

Holidays include only New Year's Day, President's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a Saturday or Sunday, the Friday before the holiday (if the holiday falls on a Saturday) or the Monday following the holiday (if the holiday falls on a Sunday) will be considered a holiday and consequently Off-Peak.

Due to the expansions of Daylight Saving Time (DST) as adopted under Section 110 of the U.S. Energy Policy Act of 2005 the time periods shown above will begin and end one hour later for the period between the second Sunday in March and the first Sunday in April, and for the period between the last Sunday in October and the first Sunday in November.

Type of Service: During each 15 minute period, Metered Electric Service shall be segregated into types of service as follows:

Energy

- 1. Renewable Energy shall be any kilowatt hour of electricity delivered from the Customer's specified percentage of the Renewable Energy Facilities adjusted for losses;
- 2. All other energy shall be considered Supplemental Energy.

Power

- 1. Power measurements from 0 kW up to the metered generation of the Customer's specified percentage of the Renewable Energy Facility or Renewable Energy Facilities, adjusted for losses, but not greater than Renewable Contract Power, shall be considered Renewable Power.
- 2. Power measurements above the Renewable Contract Power level shall be considered Supplementary Power.

(Continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 14-035-T02



MONTHLY BILL: (continued)

Adjustments for Losses: Renewable Power and Renewable Energy metered at the Renewable Energy Facility shall be multiplied by the following percentages before it is included as part of Metered Electric Service at the point of delivery:

Deliveries at Secondary Voltage 91.4729% Deliveries at Primary Voltage 93.7778% Deliveries at Transmission Voltage 95.6691%

Voltage Levels: Primary Voltage applies where a distribution Customer takes service from Company's available lines of 2,300 to less than 46,000 volts and provides and maintains all transformers and other necessary related equipment. Transmission Voltage applies were service is supplied at approximately 46,000 volts or greater through a single point of delivery.

FORCE MAJEURE: The Company shall not be subject to any liability or damages for inability to provide service, and the Customer shall not be subject to any liability or damage for such inability to receive service, to the extent that such inability shall be due to causes beyond the control of the party seeking to invoke this provision, including, but not limited to, the following: (a) the operation and effect of any rules, regulations and orders promulgated by any Commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction, or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. Should any of the foregoing occur, the facilities charges shall be applied to only such Renewable Power as the Company is able to supply and the Customer is able to receive. The Customer will have no liability for full service until such time as the Customer is able to resume such service, except for any term minimum guarantees designed to cover special facilities extension costs, if any.

The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

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

(Continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 14-035-T02



RENEWABLE ENERGY CONTRACT:

I. CONTRACTING PROCEDURES:

- A. Customer shall enter into a Renewable Energy Contract with the Company. The Company shall charge a Customer for all metered electric service delivered to the Customer according to the terms of the Renewable Energy Contract which shall incorporate by reference the terms of this Schedule and the applicable general service schedule.
- B. **Process:** Within a reasonable time (30 days) after receiving a request from a Customer, confirmation by the Company of all necessary information, and subject to reasonable credit requirements, the Company shall begin preparation of a Renewable Energy Contract with the requesting Customer to supply some or all of the Customer's electric service from one or more Renewable Energy Facilities selected by the Customer.

C. Contract Structure:

- 1. Rocky Mountain Power shall, by contract with the owner of the Renewable Energy Facility, purchase electricity for resale to one or more Customers;
- 2. Rocky Mountain Power shall sell that electricity to the Customer or Customers under Renewable Energy Contracts with the same duration and pricing as the contract between Rocky Mountain Power and the owner of the Renewable Energy Facility; and
- 3. Rocky Mountain Power's contract with the owner of the Renewable Energy Facility shall provide that Rocky Mountain Power's obligation to purchase electricity under that contract ceases if the Customer defaults in its obligation to purchase and pay for the electricity under the contract with Rocky Mountain Power.
- 4. The right to any environmental attribute associated with a Renewable Energy Facility shall remain the property of the Renewable Energy Facility's owner, except to the extent that a contract to which the owner is a party provides otherwise.
- 5. The Renewable Energy Facility is responsible for all transmission interconnection and transmission integration costs.
 - a. Renewable Energy Facility must be interconnected to the Company.

(Continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Advice No. 14-035-T02



RENEWABLE ENERGY CONTRACT: (continued)

C. **Contract Structure:** (continued)

b. The Company must receive confirmation from PacifiCorp Transmission that the Renewable Energy Facility has been designated as a Network Resource pursuant to the Open Access Transmission Tariff and the Company must receive confirmation from PacifiCorp Transmission that the transmission service request has been granted in sufficient capacity to meet or exceed the maximum delivery rate under the contract.

D. Renewable Energy Contract Communications

1. Initial communications regarding the Renewable Energy Contract should be directed to the Company as follows:

PacifiCorp 825 NE Multnomah, Suite 600 Portland, OR 97232 Attention: Director, Origination Telephone Number: (503) 813-5218

II. INTERCONNECTION PROCEDURES FOR RENEWABLE ENERGY FACILITIES:

- A. In addition to entering into a renewable energy sales agreement, Renewable Energy Facilities intending to make sales to the Company under this tariff are also required to enter into an interconnection agreement that governs the physical interconnection of the project to the Company's transmission or distribution system. The Company's obligation to make purchases from a renewable energy generator is conditioned upon all necessary interconnection arrangements being consummated.
- B. For information on the interconnection process, prospective interconnection customers should access the PacifiCorp OASIS web page at the link below.

http://www.oasis.oati.com/ppw/index.html

(Continued)





- II. INTERCONNECTION PROCEDURES FOR RENEWABLE ENERGY FACILITIES: (continued)
- C. Additional contact information to answer interconnection process questions or mailing of interconnection applications is as follows:

(For Overnight Deliveries) PacifiCorp

CCO

825 NE Multnomah, Suite 550

Portland, OR 97232

Attention: Director, Transmission Systems Telephone Number: (503) 813-7237

(For all other USPS Mail)

P.O. Box 2757

Portland, OR 97208-2757