

August 31, 2021

VIA ELECTRONIC FILING

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

Attention: Gary Widerburg
Commission Administrator

RE: Docket No. 21-035-T10
In the Matter of the Application of Rocky Mountain Power for Approval of
Billing for Other Entities Tariff, Electric Service Schedule No. 299

PacifiCorp, d.b.a. Rocky Mountain Power (“Company”) hereby submits to the Public Service Commission of Utah (“Commission”) an application to implement a new proposed tariff attached herein as Electric Service Schedule No. 299, Billing for Other Entities.

Enclosed for filing are the proposed tariff sheets associated with Tariff P.S.C.U No. 51 of PacifiCorp, d.b.a. Rocky Mountain Power, applicable to electric service in the State of Utah. Pursuant to the requirement of Rule R746-405D, Rocky Mountain Power (the “Company”) states that the proposed tariff sheets do not constitute a violation of state law or Commission rule.

First Revision of Sheet No. B.1		Electric Service Schedules Index
Original Sheet No. 299.1	Schedule 299	Billing for Other Entities
Original Sheet No. 299.2	Schedule 299	Billing for Other Entities
Original Sheet No. 299.3	Schedule 299	Billing for Other Entities

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
Jana.saba@pacificorp.com

By regular mail: Data Request Response Center

August 31, 2021

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PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Informal inquiries may be directed to Jana Saba at (801) 220-2823.

Sincerely,

A handwritten signature in blue ink that reads "Joelle Steward". The signature is written in a cursive style with a large initial "J" and "S".

Joelle Steward
Vice President, Regulation

Enclosures

Emily Wegener (12275)
Stephanie Barber-Renteria (8808)
Rocky Mountain Power
1407 W. North Temple, Suite 320
Salt Lake City, Utah 84116
Telephone: (801) 220-4050
Fax: (801) 220-4615
E-mail: emily.wegener@pacificorp.com
stephanie.barber-renteria@pacificorp.com

Attorneys for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of Rocky Mountain Power for Approval of Billing for Other Entities Tariff, Electric Service Schedule No. 299)
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Docket No. 21-035- T10

APPLICATION

Rocky Mountain Power, a division of PacifiCorp, (“Rocky Mountain Power” or “the Company”), respectfully submits an application (“Application”) to the Public Service Commission of Utah (“Commission”) requesting approval of a proposed Billing for Other Entities Tariff, Electric Service Schedule 299 (“proposed Schedule 299”). In support of the Application, the Company states as follows:

1. Rocky Mountain Power is a division of PacifiCorp, an Oregon corporation, that 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. The Company serves approximately 948,000 customers in Utah.

Rocky Mountain Power's principal place of business in Utah is 1407 West North Temple, Suite 310, Salt Lake City, Utah 84116.

3. Rocky Mountain Power files this Application pursuant to rule R746-405-2(E)(1) of the Utah Administrative Code.

4. Communications regarding this Application should be addressed to:

Jana Saba
Regulatory Manager
Rocky Mountain Power
1407 West North Temple, Suite 330
Salt Lake City, UT 84116
Telephone: 801.220.2823
E-mail: jana.saba@pacificorp.com

Emily L. Wegener
Stephanie Barber-Renteria
Rocky Mountain Power
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
E-mail: emily.wegener@pacificorp.com
stephanie.barber-renteria@pacificorp.com

In addition, Rocky Mountain Power respectfully requests that all data requests regarding this matter be addressed to:

By e-mail (preferred): datarequest@pacificorp.com

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

Informal inquiries may be directed to Jana Saba at (801) 220-2823.

BACKGROUND

5. Since October 1995, the Company has provided third-party billing service to local communities, such as cities and municipal entities (collectively “Entities” or

individually an “Entity”) to bill and collect fees on behalf of the Entities for services other than electric service. Rocky Mountain Power continues to be approached by Entities in its service territory who inquire if the Company would support billing and collecting certain non-electric fees, such as storm water, fire and/or landfill fees on behalf of the Entities. Typically, the requests come from Entities who lack the capacity to install and maintain standalone billing systems to support collection of the fees without incurring significant costs.

6. The Company performs such services under contracts between the Entities and the Company. The contracts establish a fee schedule to compensate the Company for providing this service (“Billing Fees”). Currently, the Company has five active contracts (“Existing Contracts”)¹, and it has pending requests from two additional Entities. Contracts are typically ten years in duration. For informational purposes, a copy of the contract form is provided as Attachment 2.

8. The Billing Fees are based on the Company’s costs incurred to provide the billing service, including customer inquiries, account reconciliation and processing, and remitting the non-electric fees to the Entity. The Billing Fees are assessed through a tiered fee schedule that is based on the number of customers being billed. Additionally, the Billing Fees include the costs associated with setting up and implementing the billing service.

7. The revenue from the Billing Fees received by the Company from the Entities for this service, which is typically approximately \$185,000 per year in total, is

¹ Rocky Mountain Power’s Existing Contracts include: Beaver County/ Kent’s Lake landfill/seasonal landfill fees, Millard County landfill fee, Sanpete County fire and landfill fees, City of Taylorsville storm water fee, and City of Millcreek storm water fee

included in the Company's revenue requirement as a credit to the expenses associated with the Company's Utah operations. Revenue from the Billing Fees is recorded in FERC Account 451 – Miscellaneous Service Revenues, which reduces the revenue requirement for the Company's Utah customers.

8. On August 7, 2019, Utah Administrative Code rules R746-460-1 through -4, Rules Governing Customer Information and Marketing for Large-Scale Electric and Gas Utilities, became effective. The rules govern the ability of large-scale utilities to share with third parties Utility Customer Information.² The rules affect the Company's Existing Contracts and prospective contracts because Utility Customer Information is exchanged between the Company and the Entities in establishing the billing services contemplated by the contract.

9. Pursuant to the rule, the Company is permitted to share information with a third party, such as an Entity, without the customer's consent for use in activities necessary for providing tariff-based services or programs. *See* Utah Admin. Code R746-460-3(1)(a). To comply with the rule, the Company seeks to implement a new tariff which will govern the Company's contracts for billing customers on behalf of other entities for non-electric service.

Overview of Proposed Schedule 299

17. Proposed Schedule 299 is only available to an Eligible Entity, which is defined in the tariff as a municipality or agency of a municipality, county, state, or the federal government and otherwise consistent with Utah Code section 54-4-37.

² Utility Customer Information is defined as a Large-Scale Utility customer's name, address, telephone number, email address or utility account number, or any combination thereof. *See* Utah Admin. Code R746-460-2(5).

18. Although the terms of the Company's Existing Contracts generally align with the proposed Schedule 299, the tariff delineates these existing agreements from future agreements to ensure the terms of the existing agreements are not affected. Existing Contracts that are renewed will no longer be considered an Existing Contract.

19. Proposed Schedule 299 allows the Company to contract with an Eligible Entity to utilize the Rocky Mountain Power utility bill to charge customers for Assigned Fees, which are defined in the tariff to be for non-electric services provided to the customer by the Eligible Entity and which are eligible for collection through relevant law. The Eligible Entity must provide the Company a copy of the applicable ordinance, resolution or other approved legislation that grants the Eligible Entity the authority to collect the non-electric utility fee from its customers. The Eligible Entity also is required to provide the Company with a copy of the notice sent to its affected customers informing them that the non-electric fee will be billed and collected on their Rocky Mountain Power electric bill.

20. Proposed Schedule 299 establishes the Fee Schedule an Eligible Entity must pay Rocky Mountain Power for the billing service provided. The Company periodically monitors the revenues collected under the Fee Schedule, compares them to the cost of providing the service and would propose changes to the Fee Schedule in a future proceeding, such as a general rate case, if changes become necessary.

21. Proposed Schedule 299 also provides the procedure for the application of payment in the event that a payment received from a customer is less than the amount owed for the utility service and the non-electric fee. The tariff also discusses the collection of the non-electric fee and clearly states that the Company will not issue notices of

disconnection to customers on behalf on the Eligible Entity for any reason. Proposed Schedule 299 also discusses dispute resolution regarding the Assigned Fees.

CONCLUSION

Proposed Schedule 299 is in the public interest because it formally establishes a program so the Company can assist local municipalities and their agencies by including the fees for the Eligible Entity's service in the customers' utility bill. Since the Billing Fees collected offset the cost to the Company of providing the service, the Company's customers are not harmed by the Company offering this service. Proposed Schedule 299 also protects Utility Customer Information through its adherence to Utah Administrative Code rule R746-460. Finally, Proposed Schedule 299 adds transparency to this service that the Company has offered since 1995.

Based on the foregoing, the Company respectfully requests that the Commission approve proposed Schedule 299.

DATED: August 31st, 2021.

Respectfully submitted,



Stephanie Barber-Renteria
Attorney for Rocky Mountain Power

Attachment 1

**ELECTRIC SERVICE SCHEDULES
STATE OF UTAH**

Schedule No.		Sheet No.
80	Summary of Effective Rate Adjustments	80
91	Surcharge To Fund Low Income Residential Lifeline Program	91
94	Energy Balancing Account (EBA)	94.1 - 94.11
98	REC Revenue Adjustment	98
105	Irrigation Load Control Program	105.1 - 105.2
107	Solar Incentive Program	107.1 - 107.6
111	Residential Energy Efficiency	111.1 - 111.5
114	Air Conditioner Direct Load Control Program (Cool Keeper Program)	114.1 - 114.2
118	Low Income Weatherization	118.1 - 118.6
120	Plug-In Electric Vehicle Incentive Pilot Program	120.1 - 120.3
121	Plug-In Electric Vehicle Load Research Study Program – Temporary	121.1 - 121.2
135	Net Metering Service*	135.1 - 135.6
136	Transition Program for Customer Generators	136.1 - 136.6
137	Net Billing Service	137.1 - 137.5
140	Non-Residential Energy Efficiency	140.1 - 140.9
193	Demand Side Management (DSM) Cost Adjustment	193.1 - 193.2
194	Demand Side Management (DSM) Credit	194.1
196	Sustainable Transportation and Energy Plan (STEP) Cost Adjustment Pilot Program	196.1 - 196.2
197	Federal Tax Act Adjustment	197.1
299	Billing for Other Entities	299.1 – 299.3
300	Regulation Charges	300.1 - 300.4

Schedule Numbers not listed are not currently used.

*These Schedules are not available to new customers or premises.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. ~~20-035-041-035-T10~~

FILED: ~~January 13~~ August 31, 2021

EFFECTIVE: ~~January 1, 2021~~ TBD

**ELECTRIC SERVICE SCHEDULES
STATE OF UTAH**

Schedule No.		Sheet No.
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194	Demand Side Management (DSM) Credit	194.1
196	Sustainable Transportation and Energy Plan (STEP) Cost Adjustment Pilot Program	196.1 - 196.2
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Schedule Numbers not listed are not currently used.

*These Schedules are not available to new customers or premises.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 21-035-T10

FILED: August 31, 2021

EFFECTIVE: TBD

**ROCKY MOUNTAIN POWER
ELECTRIC SERVICE SCHEDULE NO. 299**

STATE OF UTAH

Billing for Other Entities

DEFINITIONS:

Assigned Fees: Non-electric fees, which are specifically described in any Billing Services Agreement, for services provided by an Eligible Entity to a customer that are eligible for collection through Rocky Mountain Power's utility bill by relevant law.

Billing Services Agreement: An Existing Agreement or future agreement between Rocky Mountain Power and an Eligible Entity that memorializes the specific terms of the assignment of the right to bill and collect Assigned Fees consistent with this Schedule.

Eligible Entity: A municipality or an agency of a municipality, county, state, or the federal government that satisfies the requirements of Utah Code section 54-4-37.

Existing Agreement: A Billing Services Agreement between Rocky Mountain Power and an Eligible Entity executed prior to the effective date of this Schedule.

PURPOSE: This Schedule governs Rocky Mountain Power's Existing Agreements and future Billing Service Agreements.

AVAILABILITY: Rocky Mountain Power may contract with an Eligible Entity to utilize the Rocky Mountain Power utility bill to charge customers Assigned Fees, subject to the provisions set forth in this Schedule. Rocky Mountain Power will only contract with an Eligible Entity pursuant to this Schedule if it determines, in its reasonable discretion, that allowing the Eligible Entity to utilize the Rocky Mountain Power utility bill is not likely to adversely impact Rocky Mountain Power's customers.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 21-035-T10

FILED: August 31, 2021

EFFECTIVE: TBD

An Eligible Entity must provide Rocky Mountain Power a copy of the applicable ordinance, resolution, or other approved legislation granting the Eligible Entity the authority to collect the non-electric fee. An Eligible Entity must also provide Rocky Mountain Power with a copy of the notice to its customer informing them that the non-electric fee will be billed and collected through their Rocky Mountain Power electric bill.

SHARING OF UTILITY CUSTOMER INFORMATION: Rocky Mountain Power may provide the Eligible Entity with utility customer information, such as name, service address and billing address for use in providing services under this Schedule and consistent with Utah Administrative Code Rule R746-460-3. An Eligible Entity will use the utility customer information provided only for the purposes of this Schedule and will maintain the information as confidential consistent with Rule R746-460-3.

RATE: An Eligible Entity seeking to utilize the Rocky Mountain Power utility bill to charge customers shall pay monthly charges as follows:

i.	1 – 1,000 customer billings =	\$ 500.00 per month
ii.	1,001 – 2,000 customer billings =	\$1,000.00 per month
iii.	2,001 – 3,000 customer billings =	\$2,000.00 per month
iv.	3,001 - 5,000 customer billings =	\$2,500.00 per month
v.	5,001 – 10,000 customer billings =	\$4,000.00 per month
vi.	10,001 – 15,000 customer billings =	\$5,000.00 per month
vii.	15,001 – 20,000 customer billings =	\$6,000.00 per month
viii.	20,001 – 25,000 customer billings =	\$7,000.00 per month
ix.	25,001 – 30,000 customer billings =	\$8,000.00 per month
x.	30,001 – 35,000 customer billings =	\$9,000.00 per month

For an Eligible Entity with more than 35,000 customer billings, the charge shall be \$10,000.00 plus \$1,000 for each 5,000 customer billings in excess of 35,000.

APPLICATION OF PAYMENT: Consistent with Utah Code section 54-4-37, if a payment received from a customer is less than the amount owed for the utility service and the amount owed for the non-electric fee, then all monies received from the customer will first be applied to pay for the electric utility service with the remainder applied to the Assigned Fees. Rocky Mountain Power may notify its customers that become delinquent in the payment of the Assigned Fees of such delinquency and may make reasonable efforts to collect the Assigned Fees from such customers. However, Rocky Mountain Power shall not issue electric service disconnect notices based solely upon past-due Assigned Fees. Rocky Mountain Power will not issue notices of disconnection to customers on behalf of the Eligible Entity for any reason. Rocky Mountain Power shall not undertake efforts to collect the Assigned Fees other than those normally undertaken to collect the charges for electric utility service. Revenues from late fees that are added to a customer's bill in accordance with Electric Service Regulation No. 8(5) associated with the Assigned Fees will be passed on to the Eligible Entity.

(continued)

DISPUTE RESOLUTION: Rocky Mountain Power may respond to general inquiries by customers regarding the Assigned Fees, such as billing calculations, status of collections, and payments. However, disputes and inquiries concerning the Assigned Fees shall be the sole responsibility of the Eligible Entity. Rocky Mountain Power will refer the customer to the Eligible Entity for resolution based on the authority of the Eligible Entity.

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 Billing Services Agreement.

Attachment 2

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (“Agreement”) is entered into by and between PACIFICORP, an Oregon corporation, (“Company”) and City/County (“Contractor”), each a “Party” and together the “Parties.”

WHEREAS, PacifiCorp, doing business as Rocky Mountain Power in Utah, and Contractor each provide services to certain customers that they have in common with each other, both natural persons and entities (each individually a “Customer” and collectively “Customers”); and

WHEREAS, Contractor desires PacifiCorp to bill the Parties’ common customers for and to collect certain fees that are or will be owed to the Contractor, more specifically described as follows: Millcreek Storm Water Fees (collectively, the “Assigned Fees”); and

WHEREAS, PacifiCorp desires to provide such billing and collection services to Contractor.

NOW, THEREFORE, in mutual consideration of the promises contained herein, Company and Contractor agree as follows:

1. Assignment. Contractor hereby assigns to Company the right to bill and collect the Assigned Fees, subject to the provisions of this Agreement.

2. Information to Be Provided by Contractor. Contractor will provide to Company, in electronic format (acceptable to Contractor and Company), name, service address and billing address of each Customer, and the Assigned Fees for each Customer (“Customer Information”). As soon as possible, but no less than thirty (30) days prior to the date upon which Company’s next regular billing statement will be sent to Customers, Contractor shall submit to Company written notice of any changes in the Customer Information. Contractor shall pay to Company fees as set forth in Section 4.b.

3. Services. Company shall bill and collect from the Customers, on behalf of the Contractor, the Assigned Fees and to provide related services as follows:

a. Company shall include the Assigned Fees as a separate charge (line item) on its regular billing statements to Customers. Company will include Assigned Fees provided Contractor supplies the Customer Information at least thirty (30) days prior to the date of the Customers’ next regularly scheduled billing. Billing statements are typically sent to Company customers monthly. Company reserves the right to provide billing statements other than monthly. The Assigned Fees may be prorated for the billing period in accordance with Company’s regular billing practices.

b. Company shall establish service to Customers’ accounts at existing points of service in conjunction with establishing new electric power Customer accounts. Where service other than electric is established at a new location, Contractor will provide all information required by Company in order to establish the new service billing.

c. Company may provide separate billing statements for Assigned Fees to those Customers who use the services or goods giving rise to the Assigned Fees, or which are otherwise responsible for payment for the Assigned Fees but which are not billed by Company for electric service.

d. Company reserves the right to change its billing practices from time to time.

e. Company shall respond to the following types of general inquiries by Customers regarding the Assigned Fees: billing calculations, status of collections, and payments. However, it shall be the sole responsibility of Contractor to handle all inquiries and disputes concerning the amount of the Assigned Fees and any other inquiries concerning the Assigned Fees. Company shall refer such inquiries to the following representative of Contractor:

Name: _____
Title: _____
Telephone: _____
Email: _____
Fax: _____
Address: _____

f. Company shall notify Customers that become delinquent in the payment of the Assigned Fees of such delinquency and, subject to Company's standard internal procedures, shall make reasonable efforts to collect the Assigned Fees from such Customers. However, Company shall not issue electric service disconnect notices based solely upon past-due Assigned Fees. Company will not issue notices of disconnection to Customers on behalf of Contractor for any reason. Company shall not be required to undertake collection efforts to collect the Assigned Fees other than those normally undertaken to collect on its own accounts. Company shall not be responsible for initiating legal proceedings to collect the Assigned Fees.

g. Company shall provide an annual report of Customers to the Contractor by a mutually-agreed to month, beginning Month/Year and will include billed and not collected Assigned Fees deemed "Delinquencies." Delinquencies are defined as Assigned Fees ninety (90) or more days past due as of the mutually-agreed to date of the annual report. Delinquencies on Customer accounts shall be set to a zero balance due, and the total amount of Delinquencies as of the annual report date will be deducted from the Contractor's next monthly remittance. The Contractor shall be responsible to collect all Delinquencies.

h. Within forty-five (45) days after the end of each calendar month, Company shall remit to Contractor the Assigned Fees billed by Company during the previous month.

4. Fees.

a) Contractor shall pay Company within fifteen (15) days of receipt of the invoice for monthly charges in the amount of:

- i. 1 – 1,000 customer billings = \$ 500.00 per month
- ii. 1,001 – 2,000 customer billings = \$1,000.00 per month
- iii. 2,001 – 3,000 customer billings = \$2,000.00 per month
- iv. 3,000 - 5,000 customer billings = \$2,500.00 per month
- v. 5,001 – 10,000 customer billings = \$4,000.00 per month
- vi. 10,001 – 15,000 customer billings = \$5,000.00 per month
- vii. 15,001 – 20,000 customer billings = \$6,000.00 per month
- viii. 20,001 – 25,000 customer billings = \$7,000.00 per month
- ix. 25,001 – 30,000 customer billings = \$8,000.00 per month
- x. 30,001 – 35,000 customer billings = \$9,000.00 per month

b) In addition to the fees payable pursuant to subparagraph (a), Contractor shall pay Company within fifteen (15) days of receipt of the invoice for monthly charges in the amount of seventy-seven dollars (\$77.00) per hour or current billable rates for time spent in excess of one-half hour for administrative work performed by Company with regard to the Customers and/or the Assigned Fees, including customer changes, customer or billing research requests, non-routine or one-time reports, and/or other types of program support requested by the Contractor.

c) The fees referred to in subparagraphs (a) and (b) above may be reviewed annually by Company and may be increased by providing no less than thirty (30) days' written notice to Contractor.

5. Monthly Reports. At the time collected Assigned Fees are remitted to Contractor, Company shall submit the following monthly reports to Contractor by Secure File Transfer (SFTP), encryption and/or password protected process:

- i. Monthly report setting forth the names of all Customers and the amount billed. Report may include arrears balance, write-offs, and recoveries.
- ii. Monthly exception reports with additions, and deletions.
- iii. Monthly report of electric services with no Contractor service; as applicable.
- iv. Monthly report with Contractor service and no electric service.

Contractor shall notify Company within thirty (30) days of receipt of the Monthly Reports of any billing discrepancies. Company shall make any necessary modifications upon such notification in the next practicable billing cycle. Contractor shall be responsible for addressing any billing discrepancies it finds after thirty (30) days of receiving the Monthly Reports.

6. Term; Termination. The term of this Agreement shall be effective on the later date below and shall remain effective for a period of ten (10) years, unless sooner terminated as

provided herein. Either Party may terminate this Agreement for its convenience by providing no less than ninety (90) days' advance written notice to the other Party. The Parties shall enter into a termination agreement at least 60 days prior to the termination date to address issues including, but not limited to, timing, uncollected fees, and post-termination collections.

7. Limitation on Liability. The Contractor shall indemnify, defend, and hold harmless Company and its affiliates, directors, board members, officers, employees, agents and contractors ("Company Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages, including attorneys' fees and/or litigation expenses, brought or made against or incurred by Company Indemnified Parties resulting from, arising out of, or in any way connected with any act, omission, fault, negligence or willful misconduct related to the services under this Agreement. Notwithstanding the foregoing, in the event of any errors or omissions in the billing or collection of any Assigned Fees, Company's total liability and obligation to the Contractor shall be to include the unbilled Assigned Fees or to adjust incorrectly billed Assigned Fees on Company's next regular billing statement to the Customer(s).

8. Notices. All required notices and communications, and all regular communications relating to the ongoing obligations under this Agreement (except as set forth in Section 3 above), shall be given to the below-named authorized representatives. Either Party may change its designated representative by providing written notice to the other Party. All required notices shall be given by personal delivery, facsimile, email (with verification of receipt), certified mail with return receipt requested, or overnight courier, and sent as follows:

If to Company:

Name: Rocky Mountain Power
Title: Customer Service, Utah Fees
Telephone: 1-888-221-7070
Email: UtahFees@pacificorp.com
Fax: 888-800-2851 Attn: Utah Fees
Address: PO Box 400, Portland, OR 97207-9923

If to Contractor:

Name: _____
Title: _____
Telephone: _____
Email: _____
Fax: _____
Address: _____

9. Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding between the Parties and supersedes all prior understandings and agreements, whether oral or written, between the Parties with respect to the subject matter hereof. This

Agreement may be amended or modified only by an agreement in writing signed by each of the Parties hereto.

10. Assignment; Successors and Assigns. This Agreement may not be assigned by Contractor without the express prior written consent of Company. This Agreement shall be binding on and shall inure to the benefit of the Parties' respective successors and assigns.

11. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between Company and Contractor.

12. Waiver. The waiver by either Party of any provision or requirement of this Agreement shall not constitute a continuing or a future waiver of the same or any other provision hereof.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts made and to be performed wholly within the State of Utah.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Jury Trial Waiver. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date set forth below.

PACIFICORP, an Oregon corporation.

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

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date Signed: _____

DRAFT

CERTIFICATE OF SERVICE

Docket No. 21-035-T10

I hereby certify that on August 31, 2021, a true and correct copy of the foregoing was served by electronic mail to the following:

Utah Office of Consumer Services

Michele Beck mbeck@utah.gov
ocs@utah.gov

Division of Public Utilities

dpudatarequest@utah.gov

Assistant Attorney General

Patricia Schmid pschmid@agutah.gov
Justin Jetter jjetter@agutah.gov
Robert Moore rmoore@agutah.gov

Rocky Mountain Power

Data Request Response Center datarequest@pacificorp.com
Jana Saba jana.saba@pacificorp.com
utahdockets@pacificorp.com
Stephanie Barber-Renteria stephanie.barber-renteria@pacificorp.com



Mary Penfield
Adviser, Regulatory Operations