

(UT 09/06)
Service ID #:
C/C:

Contract #:
Request #:

**ROCKY MOUNTAIN POWER
Interconnection Agreement for Net Metering Service
Utah (up to 25 kW)**

This Agreement dated this <<enter day>> day of <<enter Month>>, 20<< >>, by and between PacifiCorp, doing business as Rocky Mountain Power ("Rocky Mountain Power"), and <<enter name of person or Co. who is contracting with us>>, ("Customer-Generator").

Whereas, Customer-Generator owns or intends to install and own an electric energy Generating Facility ("Generating Facility") qualifying for "Net Metering," Rate Schedule No. 135, as given in Rocky Mountain Power's currently effective tariff as filed with the Utah Public Service Commission, on Customer-Generator's premises located at << site address>> for the purpose of generating electric energy; and

Whereas, Customer-Generator wishes to sell and Rocky Mountain Power is willing to purchase energy produced by the Generating Facility.

Now, therefore, the parties agree:

1. **CUSTOMER-GENERATOR SHALL NOT INTERCONNECT THE GENERATING FACILITY TO ROCKY MOUNTAIN POWER'S SYSTEM UNTIL ROCKY MOUNTAIN POWER SENDS AND CUSTOMER-GENERATOR RECEIVES WRITTEN AUTHORIZATION IN THE FORM OF SECTION 3 OF APPENDIX A TO THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT INTERCONNECTION OF THE GENERATING FACILITY BY CUSTOMER-GENERATOR, ITS AGENTS, OR REPRESENTATIVES PRIOR TO RECEIPT OF ROCKY MOUNTAIN POWER'S WRITTEN AUTHORIZATION WILL CREATE POTENTIAL SAFETY AND RELIABILITY ISSUES. CUSTOMER-GENERATOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS ROCKY MOUNTAIN POWER AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, COSTS, DAMAGES OR LOSSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING OUT OF ANY SUCH UNAUTHORIZED INTERCONNECTION BY CUSTOMER-GENERATOR.**
2. **Governing Law:** As amended from time to time, the Utah Code, the Utah Administrative Code ("UAC"), and Rocky Mountain Power's Utah tariffs on file with the Utah Public Service Commission ("Tariffs") are incorporated by reference and regulate this Agreement. In the event of any conflict between this Agreement and the Utah Code, the UAC and Rocky Mountain Power Tariffs (collectively "Governing Law"), the Governing Law shall control. Rocky Mountain Power shall furnish applicable provisions of the Governing Law upon request from the Customer-Generator.
3. **Generating Facility:** Customer-Generator's Generating Facility shall consist of a fuel cell, solar, wind or water facility designed for the production of electricity located on Customer-Generator's premises, with a capacity of not more than twenty five (25) kilowatts. Said facility shall be controlled by an inverter. Customer-Generator shall interconnect and operate said facility in parallel with Rocky Mountain Power's transmission and distribution facilities, and said facility is intended primarily to offset part or all of Customer-Generator's own electrical requirements. Customer-Generator's Generating Facility is more specifically described in Section 1 of Appendix A attached hereto, which is hereby incorporated into and made a part of this Agreement.
4. **Term and Termination:** This Agreement shall commence when signed by both Rocky Mountain Power and Customer-Generator and terminate with any change in ownership of the Generating Facility or Customer-Generator's premises, or by written agreement signed by both parties. Rocky Mountain Power shall also have the right to terminate this Agreement as set forth in Section 11, "Disconnection," below.
5. **Definitions:** All capitalized terms not defined within this Agreement shall have the definitions established in the Utah Code, the UAC or Rocky Mountain Power's Tariffs. In case of a conflict

between the Utah Code or the UAC and Rocky Mountain Power's Tariffs, the Utah Code or the UAC shall control.

6. **Codes and Standards:** The Customer-Generator shall, at its sole expense, conform, operate and maintain the Generating Facility in accordance with all applicable codes and standards for safe and reliable operation. Among these are the National Electrical Code ("NEC"), National Electrical Safety Code ("NESC"), the Institute of Electrical and Electronics Engineers ("IEEE") Standards, and Underwriters Laboratories ("UL") Standards, and local, state and federal building codes as well as Rocky Mountain Power's Electric Service Requirements. The Customer-Generator shall strictly comply with Governing Law and all applicable codes and standards, shall be responsible for all costs associated with such compliance, and shall obtain any permit(s) required by any applicable code or standard for the installation of the Generating Facility on its property.

7. **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 Utah Public Service Commission. Customer-Generator 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.

If authorized by the Utah Public Service Commission Rocky Mountain Power may require use of metering equipment other than a standard kilowatt-hour meter. In such cases the Utah Public Service Commission shall determine how the cost of purchasing and installing the other metering equipment is to be allocated between Rocky Mountain Power and Customer-Generator.

Customer-Generator hereby consents to the installation and operation by Rocky Mountain Power of additional metering and data-gathering devices for purposes of gathering research data.

8. **Price and Payment:** At the end of each billing period, if the energy supplied by Customer-Generator to Rocky Mountain Power is less than the energy supplied by Rocky Mountain Power to Customer-Generator, Customer-Generator shall be billed using the currently-applicable standard service rate schedule(s) for the net energy amount. If the energy supplied by Customer-Generator to Rocky Mountain Power is greater than the energy supplied by Rocky Mountain Power, Customer-Generator shall be billed for the appropriate monthly charges and shall be financially credited for such net energy at the Average Energy Price for the applicable calendar year according to the Volumetric Non-Levelized Prices shown in Schedule 37 of the Tariffs as determined by the formula detailed in Schedule 135 of the Tariffs. All credits that Customer-Generator does not use during the calendar year expire at the end of the calendar year.

9. **Interconnection:** Customer-Generator shall provide the interconnection facilities on Customer-Generator's side of the meter at its expense. At Customer-Generator's expense, Rocky Mountain Power shall make reasonable modifications to Rocky Mountain Power's system necessary to accommodate Customer-Generator's Generating Facility and to maintain quality service to Rocky Mountain Power's non-generating customers. The cost for such modifications is \$_____ due upon Customer-Generator's signing of this Agreement.

The Generating Facility's nominal voltage and phase configuration shall be compatible with Rocky Mountain Power's electric system. Customer-Generator shall be responsible to protect Customer-Generator's facilities, personnel, loads and equipment.

Rocky Mountain Power may decline to interconnect the Generating Facility if the Customer-Generator fails to comply with any of the terms and conditions of this Agreement.

10. **Functional Standards:** Customer-Generator shall furnish, install, operate and maintain in good order and repair, all without cost to Rocky Mountain Power, all equipment required for the safe operation of the Generating Facility in parallel with Rocky Mountain Power's system. This equipment shall include, but not be limited to, equipment necessary to establish automatically and maintain synchronism with Rocky Mountain Power's electric supply. Customer-Generator's Generating Facility shall at all times comply with all applicable power quality standards, including, but not limited to, IEEE Standard 519-1992 Harmonic Limits. The Generating Facility shall be designed to operate within

allowable voltage variations of Rocky Mountain Power's system. The Generating Facility shall not cause any adverse effects upon the quality of service provided to Rocky Mountain Power's non-generating customers.

Customer-Generator shall provide evidence that the Generating Facility will never result in reverse current flow through Rocky Mountain Power's network protectors. The Generating Facility shall be designed to automatically disconnect from Rocky Mountain Power's system in the event of overload or outage of Rocky Mountain Power's supply, in compliance with NEC 445.10 and 705.40.

11. **Disconnection:** In addition to the automatic disconnection, Customer-Generator shall furnish and install, at its expense, on Customer-Generator's side of the kilowatt-hour meter a UL-approved safety disconnect switch which shall be capable of fully disconnecting the Customer-Generator's energy generating equipment from Rocky Mountain Power's electric system. The disconnect switch shall be clearly visible from the kilowatt-hour meter and located within three feet of the meter base. The disconnect switch shall be of the visible break type in a metal enclosure which can be secured by a padlock. The disconnect switch shall be accessible to Rocky Mountain Power personnel at all times and shall be identified with signage in compliance with NEC 110.22 and 430.102.

Rocky Mountain Power's obligation to interconnect Customer-Generator's Generating Facility is expressly conditioned on Customer-Generator's installation of the disconnect switch described above, and Rocky Mountain Power's written acknowledgement that the safety disconnect switch is present as specified above is required before interconnection of the Generating Facility to Rocky Mountain Power's electric system..

Rocky Mountain Power shall have the right to disconnect the Generating Facility from Rocky Mountain Power's system at the disconnect switch: (a) when necessary to maintain safe electrical operating conditions; (b) if the Generating Facility does not meet required codes or standards; (c) if, in Rocky Mountain Power's sole judgment, the Generating Facility at any time adversely affects or endangers any person or property, Rocky Mountain Power's operation of its electric system, or the quality of Rocky Mountain Power's electric service to other customers; (d) in the event of Customer-Generator's failure to maintain its retail electric service account for the loads served at the Generating Facility as active and in good standing; or (e) in the event of Customer-Generator's breach of any provision of this Agreement. In the event that Rocky Mountain Power disconnects the Generating Facility due to clauses (b), (d) or (e) above, Rocky Mountain Power may immediately terminate this Agreement, without liability to the Customer-Generator, by delivering written notice to the Customer-Generator of the failure to meet the required codes and standards, maintain account in good standing or other breach of this Agreement.

The Customer-Generator may disconnect the Generating Facility at any time; provided, that the Customer-Generator provides reasonable advance written notice to Rocky Mountain Power.

12. **Safety:** The parties agree that all safety and operating procedures for joint use equipment shall be in compliance with the Occupational Safety and Health Administration Standard at 29 C.F.R. § 1910.269, the NEC, the NESC, the Utah Code, the UAC and the equipment manufacturer's safety and operating manuals. The Customer-Generator shall post adjacent to the meter base and disconnects signage in accordance with NEC requirements 110.22, 230.2(e) and 705.10 that generation is operating at or is located on the premises.
13. **Installation and Maintenance:** Excepting only metering equipment owned by Rocky Mountain Power, all equipment on Customer-Generator's side of the point of delivery, including any required disconnect switch and synchronizing equipment, shall be provided, installed, and maintained in compliance with the equipment manufacturers' safety and operating specifications by Customer-Generator, and shall remain the property and responsibility of Customer-Generator. Rocky Mountain Power shall bear no liability for Customer-Generator's equipment or for consequences of its operation or mis-operation.
14. **Pre-Operation Inspection:** Interconnection and operation in parallel of any Generating Facility with Rocky Mountain Power's electric system is expressly conditioned upon (a) Customer-Generator

obtaining an electrical permit and the Generating Facility passing an electrical inspection by the electrical inspector(s) having jurisdiction under applicable codes and standards and (b) the approval of a Rocky Mountain Power area engineer, if required.

At least fifteen (15) calendar days prior to initial operation of the Generating Facility Customer-Generator shall provide to Rocky Mountain Power written code inspection approval certification, referenced as Certificate of Completion, that the Generating Facility and associated interconnection equipment has been installed and inspected in compliance with local and state building and/or electrical codes.

15. **Access:** Customer-Generator hereby grants Rocky Mountain Power's authorized employees the right to enter upon Customer-Generator's property for the purposes of operating the disconnect switch and meters and making additional tests concerning the operation and accuracy of its meters.
16. **Modification of Generating Facility:** Prior to any modification or expansion of the Generating Facility, the Customer-Generator shall obtain Rocky Mountain Power's approval and shall sign a modified Interconnection Agreement for the Generating Facility. Rocky Mountain Power reserves the right to require the Customer-Generator, at the Customer-Generator's expense, to provide corrections or additions to existing Interconnection Facilities as required to comply with the then current Codes and Standards.
17. **Assignment:** The Customer-Generator shall notify Rocky Mountain Power prior to the sale or transfer of the Generating Facility, the Interconnection Facilities or the premises upon which the facilities are located. The Customer-Generator shall not assign its rights or obligations under this Agreement without the prior written consent of Rocky Mountain Power, which consent shall not be unreasonably withheld.
18. **Limitation of Liability:** Either party may exercise any or all of its rights and remedies under this Agreement and Governing Law. Rocky Mountain Power's liability for any action arising out of its activities relating to this Agreement or Rocky Mountain Power's electric utility service shall be limited to repair or replacement of any non-operating or defective portion of Rocky Mountain Power's electric utility facilities. Under no circumstances shall Rocky Mountain Power be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages.
19. **Merger; Amendment and Waiver:** This contract contains the entire agreement between Customer-Generator and Rocky Mountain Power and may not be amended or changed except by writing signed by both Customer-Generator and Rocky Mountain Power. No provision of this contract will be deemed to have been waived unless such waiver is contained in a writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

In witness whereof, Rocky Mountain Power and Customer-Generator have, by their duly authorized representatives, executed this agreement in duplicate as of the day and year first above written.

<<Customer-Generator>>

Rocky Mountain Power

By: _____
Title: Generation Facility Owner
Signature: _____
Date: _____

By: _____
Title: _____
Signature: _____
Date: _____

Interconnection Agreement for Net Metering Service, Appendix A
Application for Net Metering Interconnection

Customer-Generator name: _____
Service address: _____
City, State, Zip: _____
Customer account # and site ID #: _____
Customer phone number(s): _____

Section 1: To be completed by Customer-Generator

Type of generation planned (solar, wind, hydro, etc...): _____
Rated generation capacity (kW): _____
Single phase or three phase: _____
Is project inverter-controlled? _____

Please Note: Per Utah Code Title 54 Chapter 15, all net metering must be inverter controlled. Inverter-controlled generation may be subject to Rocky Mountain Power Area Engineer's review and approval.

Inverter manufacturer and unit/model: _____
Nameplate rating: _____ (kW) _____ (kVa) _____ (AC volts)
Meets IEEE Standards 929, 1547 and UL Subject 1741 requirements? _____

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

I hereby certify that the information provided in this application is true. I will provide Rocky Mountain Power a copy of signed government electrical inspection approval documents when obtained.

Customer-generation owner signature & date: _____

Section 2: To be completed by Rocky Mountain Power Area Engineer, if required
(Area Engineer's review and approval is required for select inverter-controlled generation.)

Net metering facility as certified by customer is approved by/title: _____

Signature: _____ Date: _____

Section 3: To be completed by Rocky Mountain Power Meterman

Customer's account # and site ID #: _____

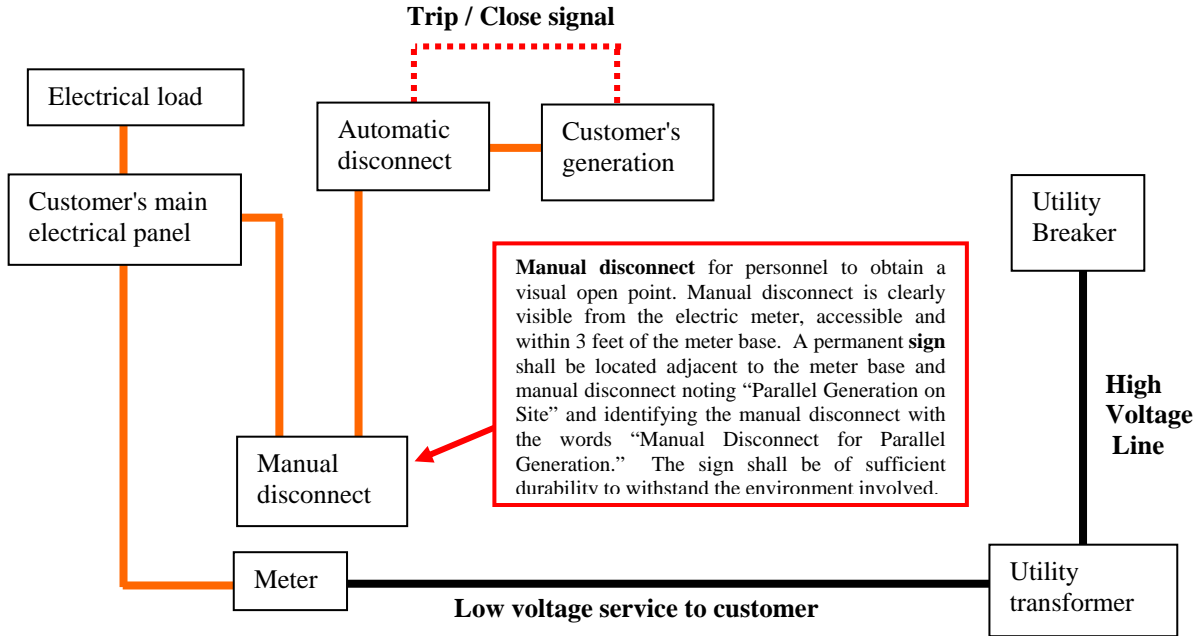
Served from facility point #: _____

New net meter number: _____ Date net meter installed: _____

Manual disconnect device in proper location & permanent signage in place? _____

Signature/title: _____ Date: _____

This is an example of using the customer generation as a parallel electrical source but not for backup. This installation must comply with all NEC and other applicable code requirements. It is the customer's responsibility to assure the installation meets all code requirements and is properly maintained.



This is an example of using the customer generation as a parallel and backup source. This installation must comply with all NEC and other applicable code requirements and must be approved by the Electric Utility. Approval by the Electric Utility means that the automatic shutdown & disconnect works and the manual disconnect and backup generation open points have been installed in the appropriate location. It is the customer's responsibility to assure the installation meets all code requirements and is properly maintained.

