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**MASTER ELECTRIC SERVICE  
and  
FACILITIES IMPROVEMENTS AGREEMENT  
between  
ROCKY MOUNTAIN POWER,  
and  
UTAH TRANSIT AUTHORITY**

This MASTER ELECTRIC SERVICE AND FACILITIES IMPROVEMENTS AGREEMENT (this “Agreement” or “MESA”), is entered into between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (“Rocky Mountain Power” or the “Company”), and Utah Transit Authority, a Utah public transit district (“Customer”), each sometimes referred to herein as “Party” or collectively as “Parties.”

WHEREAS, Rocky Mountain Power is a provider of retail electric energy and power to retail electric customers, and

WHEREAS, Customer desires to purchase all Firm Power and Energy requirements for the Facility, as defined below, under this Agreement, and

WHEREAS, in order for Customer to obtain power and energy to the Facility, Customer desires to utilize, and Rocky Mountain Power agrees to construct, those improvements described in Exhibit A, and

WHEREAS, Rocky Mountain Power will incur certain costs in constructing these improvements; and

WHEREAS, Rocky Mountain Power Electric Service Regulation No. 12, shall govern Customer’s general obligations and responsibility for these costs; and

WHEREAS, the Parties intend that this MESA more specifically address their responsibilities to one another in this regard.

THEREFORE, the Parties agree as follows:

**Article I. DEFINITIONS:**

The following terms, when used herein with initial capitalization, whether in the singular or in the plural, shall have the meanings specified in this Article I:

“Actual Cost” means Rocky Mountain Power’s actual cost of constructing the Improvements, including all reasonable costs, charges, and expenses incurred by Rocky Mountain Power in the design, construction, installation, modification, testing, regulatory approval, and inspection of

and site-preparation for the Improvements, including without limitation: reasonable attorney fees, appraisal costs, and all other direct costs; internal costs, including overheads, expenses, and supplies, all as conclusively determined by Rocky Mountain Power's SAP accounting system; and reasonable costs for the use of its capital and real property interests.

"Agreement" means this Master Electric Service and Facilities Improvements Agreement and any renewals thereof or amendments thereto.

"Allowance" shall have the same meaning as Extension Allowance in Electric Service Regulation No. 12. For the purposes of this Agreement, the estimated annual usage of and charge for electric power and energy to the Facility is \$811,990.96, and the estimated Allowance is \$584,558.48.

"Billing Demand" or "Power" is as defined in Rocky Mountain Power's applicable Electric Service Schedules.

"Billing Period" means the period of approximately thirty (30) days intervening between regular successive meter readings.

"Commission" means the Utah Public Service Commission.

"Commencement Date" means the date upon which Rocky Mountain Power has fulfilled the obligations described in the Scope of Work, Exhibit A, and is ready to provide initial delivery of electric power and energy to the Facility.

"Contract Demand" means the specified Demand in kilowatts at a 100% Power Factor that Customer requires to meet its load requirements and that Rocky Mountain Power agrees to supply and have available for delivery to Customer.

"Contract Minimum Billing" means the minimum amount Customer shall pay to Rocky Mountain Power each Billing Period, as defined in Section 7.02.

"Demand" means the rate in kilowatts at which electric energy is generated, transferred, or used. Demand measurements are calculated based on integrated average usage over consecutive fifteen-minute periods of time, unless specified otherwise in the applicable Electric Service Schedule or Electric Service Regulations.

"Effective Date" means the date in which this Agreement is signed by both Parties and any required prepayment has been received by Rocky Mountain Power.

"Electric Service Regulations" means Rocky Mountain Power's currently effective electric service regulations, on file with and approved by the Commission, as they may be amended or superseded from time to time with the approval of the Commission.

“Electric Service Schedule” means Rocky Mountain Power’s currently effective Electric Service Schedule No. 8, Large General Service, 1,000 kW and Over and such other applicable and available electric service schedules on file with and approved by the Commission and selected by or made applicable to the Customer pursuant to the Electric Service Regulations and the terms of the Electric Service Schedules. Any request for a change in Electric Service Schedule made by Customer shall be submitted in writing.

“Facility” means the facility to which Rocky Mountain Power shall provide electric power and energy, which is located at 669 W 200 S, Salt Lake City, Utah, and consists of a building and DC fast chargers.

“Facilities Charges” means the facilities charges permitted to be charged under Electric Service Schedule 300 as on file with and approved by the Commission. The monthly Facilities Charges are estimated to be \$7,306.98. The actual Facilities Charges shall be determined upon completion of the Improvements.

“Firm Power and Energy” means electric power expressed in kilowatts and associated energy expressed in kilowatt-hours intended to have assured availability, as provided in Electric Service Regulation No. 4, entitled “Continuity of Service,” to meet any agreed-upon portion of Customer’s load requirements.

“Improvements” means the items to be constructed as described on Exhibit A attached hereto, of which the Customer’s responsibility for cost is estimated to be \$584,588.48.

“Point of Delivery” means Rocky Mountain Power’s point of metering used for billing of all Firm Power and Energy delivered to the Facility.

“Power Factor” means the percentage determined by dividing Customer’s power use in kW (real power) by the kilovolt-ampere power load (apparent power) as defined and determined in the Electric Service Regulations and/or Electric Service Schedule.

## **Article II. TERM AND TERMINATION; EARLY TERMINATION CHARGE**

### **Section 2.01 Term**

This Agreement shall be effective on the Effective Date, and shall remain in full force and effect for a period of fifteen (15) years following the Commencement Date and Rocky Mountain Power’s initiation of billing the Contract Minimum Billing. This Agreement shall automatically be renewed from year to year subject to the same terms and conditions, unless either Party submits written termination notice to the other Party not less than thirty (30) nor more than sixty (60) days prior to expiration of the initial period or any renewal period; provided, however, this Agreement shall remain effective so long as Customer is receiving electric service from Rocky Mountain Power.

### **Section 2.02 Early Termination by Rocky Mountain Power**

If Customer has not authorized construction and has not diligently pursued the completion of its

obligations under Article IV, for any reason, within six (6) months after the Effective Date, Rocky Mountain Power may elect to terminate its obligations under Article III. In such event, Customer shall pay Rocky Mountain Power within 45 days of written demand, without deduction, offset, or Allowance, for any costs and obligations Rocky Mountain Power has incurred in connection with the Improvements (a) prior to the stoppage of work, and (b) reasonably incurs in winding up work, including, without limitation, the costs incurred in connection with the cancellation of third-party contracts, and including all costs that may have been eligible for an Allowance had the Improvements been completed. If Customer has paid for any portion of the Improvements, Rocky Mountain Power shall refund the prepayment without interest or penalties, less any of the foregoing costs and obligations incurred by Rocky Mountain Power or other amounts due to Rocky Mountain Power, within thirty (30) days of termination.

#### Section 2.03 Early Termination by Customer

Customer reserves the right, upon seven (7) days advance written notice to Rocky Mountain Power, to require Rocky Mountain Power at any time to stop all work by Rocky Mountain Power pursuant to this Agreement, provided that such request is the result of suspension or termination of construction or expansion of the Facility. Issuance of such stop-work order shall terminate this Agreement. Upon issuance of such stop-work order Customer shall pay Rocky Mountain Power upon demand, without deduction, offset, or Allowance, for any costs and obligations Rocky Mountain Power has incurred in connection with the Improvements (a) associated with the delay of work, (b) prior to ceasing work, and (c) reasonably incurs in winding up work, including, without limitation, the costs incurred in connection with the cancellation of third-party contracts, and including all costs that may have been eligible for an Allowance had the Improvements been completed. If Customer has paid for any portion of the Improvements, Rocky Mountain Power shall refund the prepayment without interest or penalties, less any of the foregoing costs and obligations incurred by Rocky Mountain Power or other amounts due to Rocky Mountain Power, within thirty (30) days of termination.

#### Section 2.04 Early Termination Charges

In the event that within the first ten (10) years following the Commencement Date: (i) Customer terminates service at the Facility, or (ii) Customer defaults (resulting in termination of service), or (iii) this Agreement terminates for any reason; Customer shall then pay at once upon such termination a termination charge equal to the Allowance less 1/10<sup>th</sup> of the Allowance for each year service was taken, and any other charges due under the applicable Electric Service Regulations or Electric Service Schedules.

#### Section 2.05 Facilities Removal upon Termination

Upon termination of service, Rocky Mountain Power may require removal of any or all Improvements in accordance with its Electric Service Regulations regarding the availability of facilities. Within ninety (90) days of termination, Rocky Mountain Power shall notify Customer and provide an estimate of removal costs. Customer shall pay the estimated cost within thirty (30) days of the notice, unless the Parties mutually agree in writing to other payment terms.

### **Article III. ROCKY MOUNTAIN POWER'S OBLIGATIONS REGARDING ROCKY MOUNTAIN POWER FACILITIES**

#### **Section 3.01 Design, Construction, and Ownership**

Rocky Mountain Power shall design, construct, install, and operate the Improvements for the Customer in accordance with Rocky Mountain Power standards. Rocky Mountain Power shall own the Improvements, together with Rocky Mountain Power's existing electric facilities used to serve Customer, and neither Customer nor any other person shall have the right to operate or maintain Rocky Mountain Power's electric facilities or the Improvements.

#### **Section 3.02 Allowance**

Rocky Mountain Power shall grant the Allowance as specified in Article I, based upon Customer's good faith estimate of the Facility's usage of electric power and energy.

#### **Section 3.03 Completion of Improvements**

Provided that Customer executes this MESA on or before July 21, 2022, Rocky Mountain Power shall use commercially reasonable efforts to complete the Improvements by a Commencement Date of on or before (180) days after the Effective Date.

#### **Section 3.04 Estimated Total Project Costs**

Rocky Mountain Power estimates that the total cost of the project is \$1,041,884.66.

#### **Section 3.05 Estimated Costs (Customer Responsibility)**

Customer is responsible for \$584,558.48 of the Estimated Total Project Costs of \$1,041,884.66. An Allowance of \$584,558.48 leaves customer with no out-of-pocket costs for the Scope of Work.

#### **Section 3.06 Additional Work**

If Rocky Mountain Power determines additional work is necessary, Rocky Mountain Power shall request written approval from Customer to proceed. If Customer requests additional work, Customer shall provide written authorization to proceed with additional work. Rocky Mountain Power may decline to perform additional work requested by Customer based on staffing and workload constraints if such work could be performed by Customer or its agents. Customer shall be responsible for the cost of such additional work authorized and performed along with any associated delay in the time for completion. Rocky Mountain Power may require additional prepayment to cover the cost of such additional work.

### **Article IV. CUSTOMER'S OBLIGATIONS REGARDING FACILITIES**

#### **Section 4.01 Rights of Way**

Rocky Mountain Power shall select the right of way for all necessary lines with the cooperation of Customer. Customer shall prepare in a form satisfactory to Rocky Mountain Power and shall tender to Rocky Mountain Power all instruments, documents, and writings necessary or useful in routing and constructing the lines, including but not limited to all necessary rights-of-way, licenses and easements. At Customer's option and upon written approval from Rocky Mountain

Power, pursuant to Section 3.05, Rocky Mountain Power will procure such rights of way, licenses and easements at the Customer's expense.

**Section 4.02 Site Preparation**

If any site preparation is necessary, Customer shall prepare and clear any sites for the Improvements to Rocky Mountain Power's satisfaction, including the provision of all conduits, pull ropes, transformer pads, and vaults, or Rocky Mountain Power may elect to do so at the Customer's expense. Additional details of Customer's obligations for site preparation are shown on Exhibit A.

**Section 4.03 Compliance with Rocky Mountain Power Requirements**

Customer shall comply with all of Rocky Mountain Power's tariffs, procedures, specifications, and requirements.

**Section 4.04 Access to Rocky Mountain Power Facilities**

Customer shall not have physical access to Rocky Mountain Power's electric facilities or the Improvements and shall engage in no activities on or related to Rocky Mountain Power's electric facilities or the Improvements.

**Section 4.05 Payment for Improvements**

N/A – The Allowance covers the cost of the Improvements.

**Section 4.06 Payment of Actual Costs**

Customer shall pay Rocky Mountain Power for the Actual Cost of the Improvements of Section 4.05. Following completion of the Improvements, the project costs shall be trued up and the Post Construction Actual Cost Summary shall be updated and provided to Customer. The summary shall reflect any Customer payment due or refund required. If an amount is due an invoice shall be issued to Customer and payment made within 30 days of receipt of the invoice. If a refund is due, the refund shall be issued within 30 days of receipt of the Summary. The summary shall include the Facilities Charges trued up to Actual Costs. These trued-up Facilities Charges will be applied in the calculation of the Contract Minimum Billing of Section 7.02 and will be effective within 60 days of the Summary.

**Article V. WARRANTIES; LIMITATIONS OF LIABILITY**

**Section 5.01 Rocky Mountain Power**

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's electric facilities. Under no circumstances shall the Company be liable for economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or

damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

Section 5.02 Customer

Customer warrants that it has estimated, in good faith, the Facility's usage of electric power and energy which was used to calculate the Allowance and the Contract Minimum Billing.

**Article VI. DELIVERY OF FIRM POWER AND ENERGY**

Section 6.01 Initial Contract Demand

Rocky Mountain Power shall deliver such amounts of Firm Power and Energy to the Point of Delivery as Customer requires meeting its load requirements up to, but not in excess of, Contract Demand which shall be 2,221 kW. Contract Demand may be increased or decreased, in accordance with the terms of this Agreement. Deliveries shall be subject to the operational constraints of Article IX.

Section 6.02 Request for Additional Contract Demand

Upon Rocky Mountain Power's receipt of Customer's written request for power and energy above the Contract Demand, Rocky Mountain Power shall use commercially reasonable efforts to attempt to supply such additional power under terms and conditions acceptable to both Parties. Within fifteen (15) days of the request Rocky Mountain Power shall advise Customer in writing whether the additional power and energy is or can be made available and the terms on which it can be made available. If Rocky Mountain Power and Customer agree in writing that Rocky Mountain Power shall provide Customer with Firm Power and Energy in excess of the Contract Demand commitments, the amount of agreed deliveries shall become the new Contract Demand amending and superseding the Contract Demand specified in this Agreement.

Section 6.03 Reduction of Contract Demand

After thirty-six (36) months of deliveries at the initial Contract Demand or thirty-six (36) months after any increase in Contract Demand, Rocky Mountain Power may reduce Contract Demand to largest actual demand measured over the previous thirty-six months. The reduction in Contract Demand shall become effective thirty (30) days after Rocky Mountain Power provides notice.

Section 6.04 Commencement of Deliveries

Rocky Mountain Power shall commence delivery as soon as practicable after the completion of the Improvements.

Section 6.05 Delivery Voltage

Rocky Mountain Power shall deliver Firm Power and Energy at the Point of Delivery in the form of three-phase, alternating current at a nominal frequency of 60 Hertz, and at a nominal voltage of 277/480 volts. For additional information on the delivery voltage, see the section "Voltage Level and Range" in the Rocky Mountain Power Engineering Handbook.

Section 6.06 Resale of Power

Customer shall not resell any electric power and energy delivered under this Agreement to any other person or entity.

## **Article VII. BILLING, PRICES AND PAYMENT FOR POWER AND ENERGY**

### **Section 7.01 Monthly Billing for Power and Energy**

All billing statements for service under this Agreement shall show the amount due for the type and quantity of power and energy purchased or delivered and the associated charges in accordance with the applicable Electric Service Schedule and any charges permitted or required under the applicable Electric Service Regulations, the sum of which shall establish the total amount due from Customer for the Billing Period. Provided, if the sum of such charges would be less than the Contract Minimum Billing described below, the total amount due from Customer for the Billing Period under this Agreement shall be the Contract Minimum Billing, subject to the conditions of Section 7.02.

### **Section 7.02 Contract Minimum Billing**

Monthly bills for electric service shall be rendered and paid in accordance with the rates and terms of Rocky Mountain Power's filed and approved Electric Service Schedules; provided, that in order to compensate Rocky Mountain Power for its installation of the Improvements to serve Customer, Customer shall pay not less than the Contract Minimum Billing, which shall be the greater of (1) charges for service during the Billing Period under the provisions of the applicable Electric Service Schedules, or (2) 80% of Customer's charges for service during the Billing Period, plus the Facilities Charges, even if the amount of electrical energy actually consumed would have resulted in a lesser charge under the applicable Electric Service Schedules. The Customer must pay a Contract Minimum Billing for as long as service is taken, but in no case more than 15 years.

### **Section 7.03 Payments**

All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Unless otherwise required, Customer may make payments by check, EDI or wire transfer to an account designated by Rocky Mountain Power. The Customer account number must be included with each payment. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Rocky Mountain Power shall respond to the dispute within sixty (60) days after Customer's notice of dispute. Any refund Rocky Mountain Power determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

### **Section 7.04 Deposits**

Rocky Mountain Power may request deposits to the extent permitted under the Electric Service Regulations and the Electric Service Schedules. In the event of a default by Customer in any of its obligations under this Agreement, the applicable Electric Service Regulations, or the applicable Electric Service Schedule, Rocky Mountain Power may exercise any or all of its rights and remedies under this Agreement, the Electric Service Regulations, or the Electric Service Schedule and under any applicable laws, rules and regulations with respect to any such deposits.

## **Article VIII. METERING**

### **Section 8.01 Metering Equipment**

Rocky Mountain Power shall provide, maintain and test meters and metering equipment required for billing purposes. The Parties shall specify the locations for Rocky Mountain Power's installation of metering equipment at the Customer's premises, and Customer shall allow Rocky Mountain Power access to such locations without charge during reasonable business hours.

### **Section 8.02 Telecommunications Facilities**

At sites where there is cell phone coverage Rocky Mountain Power shall provide an external cell phone or Ethernet connection for remote data acquisition located at the meter. For sites where there is no cell coverage or Rocky Mountain Power owned fiber the customer shall provide a dedicated telephone line or other Rocky Mountain Power approved dedicated data access for meter interrogation. Customer shall provide the dedicated access without charge to Rocky Mountain Power.

### **Section 8.03 Secondary Metering**

If the Point of Delivery is on the primary side of Customer's transformers, Rocky Mountain Power may elect to install its meter on the secondary side of the transformers, whereupon transformer and other losses occurring between the Point of Delivery and the meter shall be computed and added to the meter readings to determine the demand and energy consumption.

### **Section 8.04 Transformer Loss Curves**

If Customer takes service at primary voltage and if secondary metering is used, Customer shall, prior to commencement of service, provide Rocky Mountain Power with transformer loss curves and test data to allow Rocky Mountain Power to calculate transformer losses for billing purposes.

## **Article IX. OPERATIONAL CONSTRAINTS**

### **Section 9.01 Notification**

Customer shall notify Rocky Mountain Power prior to increasing its consumption of electric power and energy in a manner that would exceed the Contract Demand and Customer shall provide sufficient time for Rocky Mountain Power to accommodate such loads. Customer shall also notify Rocky Mountain Power prior to any significant change in load characteristics or installation of devices (such as power factor correction capacitors, dynamic brakes, adjustable speed drives, etc.) that could impact the operation of Rocky Mountain Power's electric system or Customer's interaction with Rocky Mountain Power's electric system.

### **Section 9.02 Operating Limits**

The Rocky Mountain Power Engineering Handbook Power Quality Section provides detailed information, guidelines, and requirements pertaining to operational constraints and power quality. Additionally, Customer shall comply with Rocky Mountain Power's Utah Electric Service Requirements. Customer accepts Rocky Mountain Power's operating limits as given in the applicable Rocky Mountain Power Engineering Handbook section, including without

limitation the sections entitled “Voltage Level and Range,” “Planning Standards for Transmission Voltage,” and “Reliability Criteria for System Planning.” All measurements of currents and voltages under this Article IX shall be taken at the Point of Delivery.

**Section 9.03 Reactive Requirements**

Customer shall control and limit the flow of reactive power between Rocky Mountain Power’s and Customer’s system so as to maintain a Power Factor in accordance with the Electric Service Schedule. Rocky Mountain Power’s Billing Demand shall be increased in accordance with the Electric Service Schedule for excessive reactive flow. Rocky Mountain Power may require the Customer to install additional system Improvements at the Customers expense to correct the power factor to a minimum level of 90%.

**Section 9.04 Voltage Fluctuation and Light Flicker**

In order to receive electric service from Rocky Mountain Power, Customer shall continuously comply with Rocky Mountain Power’s “Voltage Fluctuation and Light Flicker” guidelines and with the operating criteria set forth in the Power Quality section of Rocky Mountain Power’s Engineering Handbook. If operation outside of these limits is desired, Customer must contact Rocky Mountain Power for engineering studies to be done prior to changing operations to ensure that operation remains within these limits.

**Section 9.05 Harmonic Distortion**

Customer shall operate the Facility in such a manner so that harmonic distortion and notching falls within Rocky Mountain Power’s adopted guidelines and standards as described in the Rocky Mountain Power Engineering Handbook, Harmonic Distortion Section.

**Section 9.06 Current Imbalance**

Customer shall operate the Facility in a manner such that Facility steady-state load currents are reasonably balanced between each phase.

**Section 9.07 Transmission Voltage Increases for Customer-Owned Substations (Only for Customers who own substations)**

This section applies if, as a result of growth in the area served by transmission facilities also serving a Customer-owned substation, Rocky Mountain Power must raise transmission system voltage to increase system capacity. Customer-owned substations connected to the transmission system can lead to a constraint on converting the area voltage due to the necessity to continue providing service at the current voltage. To avoid such a constraint, Customer shall either a) Convert its substation, without cost to Rocky Mountain Power, upon three hundred sixty five (365) days written notice from Rocky Mountain Power; or b) Install substation facilities which can accept both the existing and planned new incoming voltage, such as with a dual high side voltage rating of Customer side transformer and substation bus work.

**Section 9.08 Remediation**

In the event that the Customer’s operations fall outside of the technical requirements of this Agreement, or the Commission’s requirements, or adversely affects the operations of Rocky Mountain Power’s transmission or distribution system, or other Rocky Mountain Power

customers, Rocky Mountain Power shall give written notice of the corrective actions required, and Customer shall have the opportunity for a period of fourteen (14) days to discuss Rocky Mountain Power's requirements. After such fourteen-day period, Rocky Mountain Power shall give Customer its final determination of Rocky Mountain Power's required corrective action. Although Rocky Mountain Power shall discuss the corrective action with Customer, final determination of the corrective action required shall be made by Rocky Mountain Power, based on compliance with Rocky Mountain Power's Engineering Handbook guidelines and standards.

Should Customer fail to begin to take corrective action required by Rocky Mountain Power within thirty (30) days after written notice from Rocky Mountain Power or fail to pursue completion of such corrective action with diligence, Rocky Mountain Power may perform such services or supply and install such equipment as it deems necessary to provide corrective action, whereupon Customer shall compensate Rocky Mountain Power for all sums expended, all materials utilized, and all services contracted or performed, by paying a sum equal to 110% of all costs, expenses, material, and labor charges incurred by Rocky Mountain Power, including Rocky Mountain Power's internal material and labor charges and standard overhead costs. Customer shall pay such sums within fifteen (15) days after Rocky Mountain Power has mailed an itemized statement of its charges therefore. If Customer desires to operate outside of these limits, Customer shall pay for studies done by Rocky Mountain Power to determine the impact on other Rocky Mountain Power Customers and whether the proposed operation is acceptable to Rocky Mountain Power.

Provided, should Rocky Mountain Power at any time reasonably determine that Customer's operations pose a threat to the safety of Rocky Mountain Power's employees or the public, pose an imminent threat to the integrity of Rocky Mountain Power's electric system, or may materially interfere with the performance of Rocky Mountain Power's service obligations, Rocky Mountain Power shall attempt to provide notice to Customer that Customer must change its operations. If Customer fails to take corrective action on a timely basis, or if notice cannot be provided by Rocky Mountain Power to Customer, prior to the time when corrective action must occur, then Rocky Mountain Power may perform such work and/or take such corrective action that is necessary, including disconnection, without additional notice to Customer and without subjecting itself to any liability provided Rocky Mountain Power has acted reasonably. If Rocky Mountain Power has performed the work and/or corrective action, as soon as practicable thereafter, Rocky Mountain Power shall advise Customer in writing of the work performed or the action taken and shall endeavor to arrange for the accommodation of Customer's operations, subject to the terms of this Agreement, the Electric Services Regulations, the guidelines and standards contained in the Rocky Mountain Power Engineering Handbook, Rocky Mountain Power's Utah Electric Service Requirements, and all other applicable rules or regulations. Customer shall be responsible for paying Rocky Mountain Power, upon demand, for all reasonable costs incurred by Rocky Mountain Power for all work, action, and accommodation performed by Rocky Mountain Power that is consistent with the terms of this paragraph.

**Article X. INTEGRATION; AMENDMENT**

This Agreement contains the entire agreement of the Parties with respect to the subject matter, and replaces and supersedes in the entirety all prior agreements between the Parties related to the same subject matter. Except pursuant to Article XI and Section 14.02 below, this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.

**Article XI. JURISDICTION OF REGULATORY AUTHORITIES**

Rocky Mountain Power's currently applicable, effective Electric Service Schedule, and Electric Service Regulations, are incorporated herein and by reference made a part hereof. Customer acknowledges that it is familiar with the Electric Service Schedule and Electric Service Regulations and agrees to abide by them and all amendments and changes thereto so approved by the Commission. In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of the Electric Service Schedule or the Electric Service Regulations, amends or supersedes the Electric Service Schedule or the Electric Service Regulations, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate or curtail the delivery of Firm Power and Energy to Customer, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order, and Rocky Mountain Power shall not be liable to Customer for damages or losses of any kind whatsoever which Customer may sustain as a result of such determination, amendment, rule, regulation, or order, including consequential damages.

**Article XII. FORCE MAJEURE**

Neither party shall be subject to any liability or damages for delay or failure to perform its respective obligations under this Agreement to the extent that such failure was due to causes beyond the reasonable control of the Party relying thereon as justification for such delay or failure, 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 (so long as the claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) civil disturbance, sabotage, or terrorism; (h) strikes or boycotts; or (i) failure, breakdown of, or damage to Rocky Mountain Power or third party electric facilities. Should any of the foregoing occur, and (1) Customer claims Force Majeure, then Customer shall have no liability for service until Customer is able to resume service, except for any minimum monthly payments or termination charges designed to cover special facilities extension costs, or (2) Rocky Mountain Power claims Force Majeure, then Customer shall have no liability for service until Rocky Mountain Power is able to resume service. However, the Party claiming Force Majeure shall make every reasonable attempt to diligently remedy the cause thereof. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect. In the event that a Force Majeure event

occurs, and Customer does not resume service at pre-event levels within six (6) months of the beginning of the event, the Agreement shall be treated as terminated by Customer pursuant to Section 2.02 above. Notwithstanding this Article XII, Rocky Mountain Power's obligations to provide electric service under this Agreement shall be governed by the section of Electric Service Regulation No. 4, entitled "Continuity of Service."

### **Article XIII. ASSIGNMENT**

Customer's rights and obligations under this Agreement may not be assigned without Rocky Mountain Power's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in its Facility, or real or personal property related thereto subject to (1) such successor's qualification as a customer under Rocky Mountain Power's policies, the Electric Service Regulations, and the Electric Service Schedule, and (2) the written agreement of such successor to be bound by this Agreement, the Electric Service Regulations, and the Electric Service Schedule, and to assume the obligation of Customer from the date of assignment. Rocky Mountain Power may condition such assignment upon the posting of a deposit as permitted under the Electric Service Regulations and the Electric Service Schedule. If Rocky Mountain Power consents to any such assignment Customer shall remain liable for any liabilities and obligation under this Agreement, the Electric Service Regulations and the Electric Service Schedule through the date of assignment.

Company may at any time assign its rights and delegate its obligations under this Contract, in whole or in part, including, without limitation, transferring its rights and obligations under this Contract to any: (i) affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

### **Article XIV. INFORMATION**

#### **Section 14.01 Furnishing Information**

Upon Rocky Mountain Power's request, Customer shall submit its year-end financial statements to Rocky Mountain Power, certified to be true and correct and in accordance with GAAP.

Customer shall submit such additional information as Rocky Mountain Power may reasonably request from time to time in furtherance of the purposes of this Agreement. Rocky Mountain Power shall keep such information confidential.

#### **Section 14.02 Accuracy of Information**

Customer represents that all information it has furnished or shall furnish to Rocky Mountain Power in connection with this Agreement shall be accurate and complete in all material respects. Customer also represents that Customer has not knowingly omitted and shall not knowingly omit any fact in connection with the information to be furnished under this Agreement, which materially and adversely affects the business, operations, property or condition of the Facility or the obligations of Rocky Mountain Power under this Agreement. Should Rocky Mountain Power base its willingness to enter into any portion of this Agreement or any decision with respect to credit, deposits or any other material matter, on inaccurate information furnished by

Customer, Rocky Mountain Power shall have the right to revoke its decision with respect to such matter and modify this Agreement and/or its decision, to reflect the determination which Rocky Mountain Power would have made had Rocky Mountain Power received accurate information.

**Article XV. REMEDIES; WAIVER**

Either Party may exercise any or all of its rights and remedies under this Agreement, the applicable Electric Service Regulations and under any applicable laws, rules and regulations. 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 either party be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages. No provision of this Agreement or the Electric Service Regulations shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement, the Electric Service Regulations 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 or the Electric Service Regulations shall be deemed a waiver of any other provision of this Agreement, the Electric Service Regulations or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

**Article XVI. ATTORNEY'S FEES**

In any suit or action, arising out of or related to this Agreement, the Electric Service Regulations, or the applicable Electric Service Schedule, involving a claim, counterclaim or cross-claim made by either Party against the other Party, the substantially prevailing Party shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such substantially prevailing Party in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

**Article XVII. SET-OFF**

If Customer defaults under any of its obligations under this Agreement, Rocky Mountain Power may at its option, without notice to Customer, set-off amounts due and owing to Rocky Mountain Power by Customer or any of its affiliates under any present or future agreement between Rocky Mountain Power or any of its affiliates and Customer or any of its affiliates against amounts owed to Customer or any of its affiliates, under any present or future agreement between Customer or any of its affiliates and Rocky Mountain Power or any of its affiliates.

**Article XVIII. GOVERNING LAW; JURISDICTION; VENUE**

All provisions of this Agreement and the rights and obligations of the Parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each Party hereto agrees that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement, the Electric Service Schedule, the Electric Service Regulations or the transactions contemplated hereby or thereby, may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each Party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each Party hereto waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum. If for any reason, service of process cannot be found in the state of Utah, process in any such suit, action or proceeding may be served on a Party anywhere in the world, whether within or without the jurisdiction of any such forum.

**Article XIX. WAIVER OF JURY TRIAL**

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 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.

**Article XX. HEADINGS**

The descriptive headings contained in this Agreement are included for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

**Article XXI. COMMUNICATIONS AND NOTICE**

Customer's point of contact at Rocky Mountain Power for all matters is:

Travis Jones  
Regional Business Manager  
Rocky Mountain Power  
1569 West North Temple  
Salt Lake City, UT 84116  
Phone: 801-220-7230

Any legal notice required to be given hereunder by one Party to the other Party shall be sent by hand-delivery, by courier service, or by registered or certified mail, return receipt requested, to the other Party hereto at its address hereafter set forth.

If to Rocky Mountain Power:

Rocky Mountain Power  
Attn: Eric Holje  
C&I Account Management  
635 N 1200 W  
Layton, UT 84041

If to Customer:

Utah Transit Authority  
Attn: Hal Johnson  
669 West 200 South  
Salt Lake City, UT 84101

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by persons duly authorized as of the dates set forth below.

**UTAH TRANSIT AUTHORITY**

{{\_es\_signer2\_signatureblock}}

**ROCKY MOUNTAIN POWER**

{{\_es\_signer3\_signatureblock}}

Approved as to Form

DocuSigned by:  
*Mike Bell*  
361F16F838704A9...

**EXHIBIT A**  
**Scope of Work - Improvements**

Rocky Mountain Power will conduct the following work:

INSTALL:

9,800' 3#1000AL PRIMARY

775' 3#1/0AL PRIMARY

525' 3PH 477 OH CONDUCTOR

55' SELF SUPPORTING STEEL POLE

3 PME9 SWITCHGEARS

1 PME11 SWITCHGEAR

1000KVA TRANSFORMER

2500KVA TRANSFORMER

2 CT METERS

600' 1000QX SERVICE WIRE

300' 500QX SERVICE

**EXHIBIT B**  
**Post Construction Actual Cost Summary**  
**For**  
**UTAH TRANSIT AUTHORITY**

This summary is issued by Rocky Mountain Power upon conclusion of the project to summarize overall project cost, final settlement (funds due to Rocky Mountain Power or refund to Customer), and updated Facilities Charges.

		Estimated Costs		Actual Costs
1	Direct Assigned	\$ 327,524.66	\$	-
2	Adjusted Network Upgrade cost	\$ 694,686.00	\$	-
3	Customer Share of Network Upgrade (2x12)	\$ 257,033.82	\$	-
4	Other Customer Costs*	-	\$	-
4a	NU betterment	\$ 19,674.00	\$	-
5	Total Project Cost (1 + 2 + 4 + 4a)	\$ 1,041,884.66	\$	-
6	Total Customer Responsibility (1 + 3 + 4)	\$ 584,558.48	\$	-
7	Project Costs included in FC calculation (1 + 3)	\$ 584,558.48	\$	-
8	Customer Allowance	\$ 584,558.48	\$	-
9	Customer Allowance (applied) (8 ≤ 1 + 3)	\$ 584,558.48	\$	-
10	Customer Funds included in FC calculation (1 + 3 - 9)	-	\$	-
11	TOTAL Advance (4 + 10)	-	\$	-
12	Customer Network Upgrade Percentage	0.37		
*not elig. for Allowance: ROW, civil work, vaults, accommodations, etc.				
Funds Previously Received from Customer			\$	-
<b>Settlement Payment Due to Rocky Mountain Power:</b>			\$	-
<b>Settlement Refund to Customer:</b>			\$	-
<b>Facilities Charges, Actual Cost ("FC")</b>		\$	%	
FC on Advance (Installed at Customer's expense):		\$ -	0.25%	\$ -
FC on Allowance (Installed at Company's expense):		\$ -	1.25%	\$ -
<b>Total Facilities Charges**</b>				<b>\$ -</b>
** Facilities Charges as defined by Electric Service Regulation No. 12 and Schedule 300				