

# CUSTOMER

(UT Sep2010)  
Service ID #:800565902 001  
C/C: 11446

LYNN BURTON, JRN. ESTIMATOR  
Contract #:  
Request #: 5530816

**GENERAL SERVICE CONTRACT  
(1000 KW OR LESS)  
between  
ROCKY MOUNTAIN POWER  
and  
TOOELE COUNTY CORP.**

This Contract, dated March 25, 2011, is between PacifiCorp, doing business as Rocky Mountain Power ("Company"), and **Tooele County Corp.** ("Customer"), for electric service for Customer's SCALEHOUSE operation at or near 2830 BAUER RD, TOOELE, Utah.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Public Service Commission of Utah, as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

- 1. Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
- 2. Contract Demand.** The specified Demand in kW that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 15 kW (diversified, based on Customer's submitted load prior to the signing of this Agreement) unless otherwise agreed in writing in accordance with the terms of this Agreement. Within fifteen (15) days of the written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
- 3. Extension Costs.** Company agrees to invest \$1,289.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay the estimated construction costs in excess of the Extension Allowance ("Customer Paid Costs"), in accordance with the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the advance given in that option.)

**Refund Option.** The Customer Paid Costs are \$0.00, and Customer remains eligible for \$0.00 in refunds. Company will refund part of the Customer Paid Costs if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund 25% of the refundable Customer Paid Costs allocable to the **shared** Improvements for three additional applicants. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due **Customer is responsible for requesting a refund** within 24 months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of \$250 and waives Customer's right to refunds should additional applicants connect to the Improvements. Accordingly, Customer's net Customer Paid Portion is \$0.00.

4. **Contract Minimum Billing.** Customer agrees to pay a Contract Minimum Billing during the first 60 months beginning from the date the Company is ready to supply service. The billing shall be the greater of: (1) the monthly schedule billing; or, (2) \$16.11 plus eighty percent (80%) of the monthly schedule billing. Billings will be based on Rate Schedule No. 23 and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Term.** This Contract becomes binding when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service.

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract. Customer shall be responsible for paying the remaining Contract Minimum Billing for the remainder of the five year term.

In the event Customer is not ready to receive service within 150 days of the contract date given on page 1, the Company may unilaterally terminate this Contract. If the Contract is terminated, Customer's advance will be applied to Company costs incurred, and the remainder refunded to Customer. Alternatively, if Company has installed Improvements so that Company is ready to supply service as far a practicable absent Customer being ready to receive service, the failure of Customer being ready to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for the five-year term.

6. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of this Contract.
7. **Customer Obligations.** Customer agrees to:
- a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands, and
  - b) Prepare the route to Company's specifications, and
  - c) Comply with all of Company's tariffs, procedures, specifications and requirements.
8. **Special Provisions:** NA
9. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

- 10. Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

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 any action arising out of its activities relating to the Improvements or the Company's electric utility facilities shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other 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 either the Company or Customer.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company 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 established by the Morgan Guaranty Trust Bank of New York.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information.** Upon the Company's request, Customer shall submit its year-end financial statements to the Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as the Company may reasonably request from time to time in furtherance of the purposes of this Agreement. Such information shall be deemed confidential. The Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by

Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.

13. **Governing Law; Venue.** All provisions of this Contract 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 in connection with this Contract may only be brought before the Utah Public Service 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.
14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Regulations, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.
15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties 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 party or parties 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.
17. **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, THE ELECTRIC SERVICE SCHEDULE, THE ELECTRIC SERVICE REGULATIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.
18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

TOOELE COUNTY CORP.

By Colleen Johnson  
signature

COLLEEN JOHNSON Commissioner  
NAME (type or print legibly) TITLE

5 APRIL 2011  
DATE

Customer's Mailing Address for Executed Contract

Commission Office  
ATTENTION OF

47 S MAIN ST.  
ADDRESS

TOOELE, UTAH 84074  
CITY, STATE, ZIP

ROCKY MOUNTAIN POWER

By Carlos Rugamas  
signature

CARLOS RUGAMAS MANAGER  
NAME (type or print legibly) TITLE

May 12, 2011  
DATE

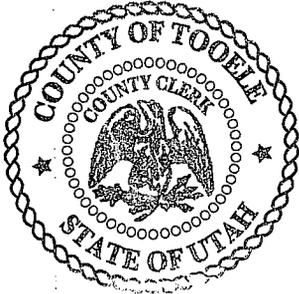
Rocky Mountain Power's Mailing Address for Executed Contract

555 N MAIN  
ADDRESS

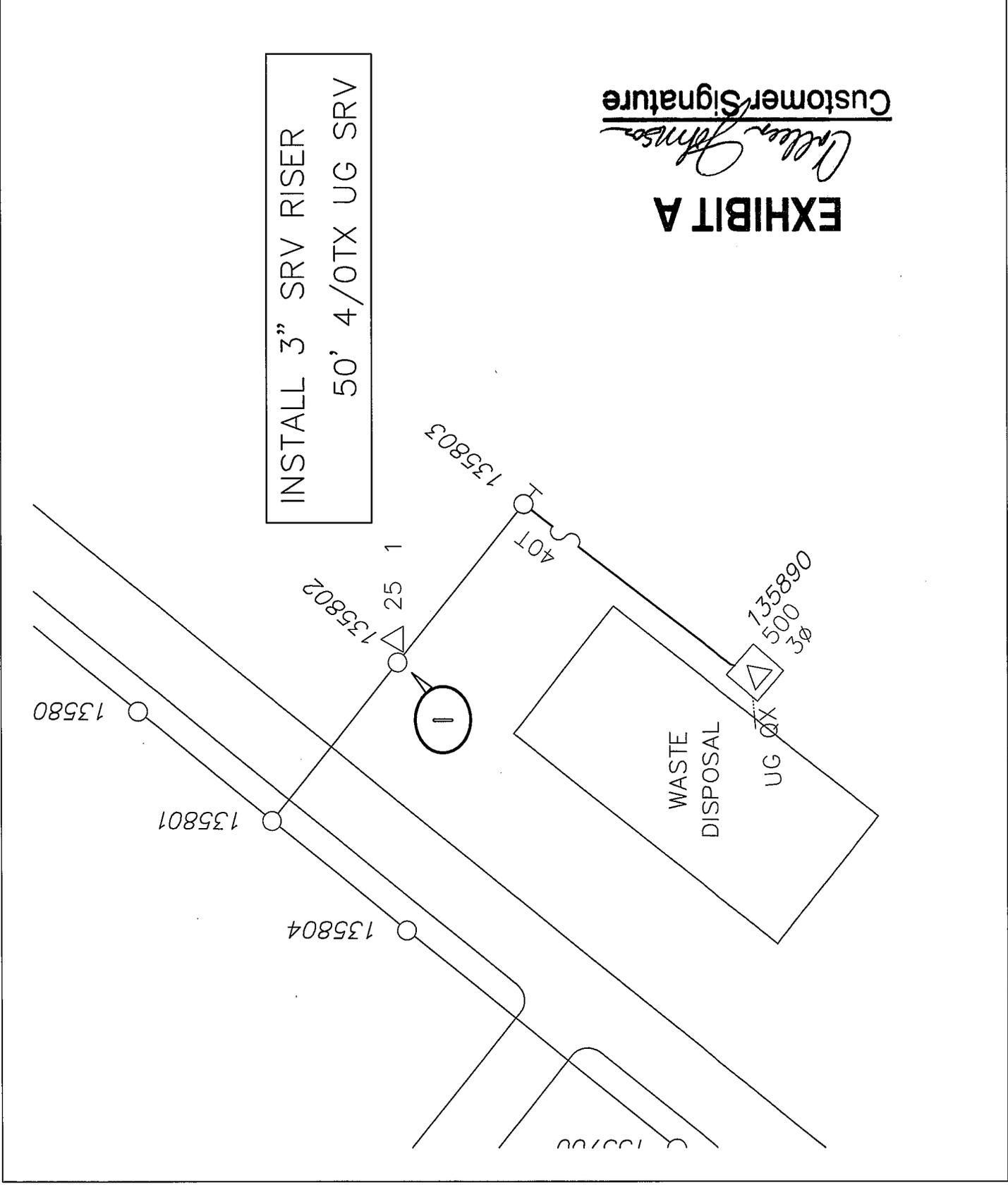
TOOELE, UTAH 84074  
CITY, STATE, ZIP

ATTEST:

Marilyn K. Gillette  
MARILYN K. GILLETTE  
TOOELE COUNTY CLERK



CUSTOMER: TOOELE COUNTY SCALEYHOUSE ADDRESS: 2830 S BAUER RD TOOELE		Circuit TOO 12		EST ID# 07100		Print Date 03/25/11		Scale 1=100'	
Foreman		Emp #		Job Start Date		Job Comp Date			
CC# 11446	WO# / REQ# 00530816	Map String 11304005.0							
				<input type="checkbox"/> Rll <input type="checkbox"/> Post Jobs <input type="checkbox"/> Posted					



The **Facilities Charges** are the ongoing costs associated with a capital investment. The costs include OMAG, taxes, and (if funded by the customer) capital replacement cost, and (if funded by the Company) a return on and return of capital over the life of the facility.

If the revenue from the customer does not cover these costs (the Facilities Charges) then the line has to be funded by revenue from other customers, thus causes an increase in rate base. To protect against rate inflation due to line extensions, the Utah Public Service Commission has authorized the Company to require Customers to pay the ongoing costs (the facilities charges), less applicable revenue credits. This is done by the means of a "Contract Minimum Bill".

The Contract Minimum Bill is the greater of (as defined in the tariff):

- (1) 100% of Usage, or
- (2) 80% of Usage plus the Facilities Charges

The Contract Minimum Bill can also be given as:

- (1) 100% of Usage, plus the Facilities Charge less a 20% of Usage credit (up to the amount of the Facilities Charge).

These two equations are exactly the same.

- (1) Subtracts 20% of usage (from 100% of usage to arrive at 80%).
- (2) Subtracts 20% of usage (from the facilities charge).

in both cases there is a 20% usage credit.

	Usage (a)	20% of Usage (b)	Facilities Charge (c)	ACTUAL TOTAL BILL (Contract Minimum Bill) (d)	Cost in excess of Usage (e)	
			(input Fac.Chrg)	greater of: (a-b+c) or (a)	(d-a)	(c-b), when_b<c
Break even usage:	81	16	16	81	0	0
	50	10	16	56	6	6
	75	15	16	76	1	1
Usage examples -	81	16	16	81	0	0
user input	85	17	16	85	0	0
	100	20	16	100	0	0
	200	40	16	200	0	0
	300	60	16	300	0	0



March 25, 2011

Near: 2830 Bauer Rd.  
Tooele, UT 84074

**Re: Design / Contracts**

Project # 5530816

To Whom It May Concern:

I have completed the construction design for electrical service, and/or for work to be performed for the project identified above in Tooele County, State of Utah.

**Contract Minimum Billing: \$16.11**

**Description: Electric service for Scale house operation.**

I have enclosed contracts covering the conditions of this project.

- Please sign or initial the three drawings included in this mailing.
- Sign all three original copies of your contract and date.
- Sign Electrical Service Requirement page.
- Please return all of the above to me along with check for the amount due.

The return address is given below.

**The enclosed contracts are only good for 90 days from the date of this letter.**

Please note: In some cases material may require up to 60 days to receive. Your prompt attention to this matter is essential.

If you have any questions concerning this mater please feel free to contact me.

Sincerely,

Lynn Burton  
Rocky Mountain Power  
555 North Main  
Tooele, UT 84074 (435) 833-7926