

SALT LAKE CITY ORDINANCE
No. ___ of 2016
(Granting an Electrical Utility Franchise to PacifiCorp)

WHEREAS, PacifiCorp, doing business as Rocky Mountain Power, (the “Company”) desires to provide certain electrical utility services within Salt Lake City, Utah (the “City”), and in connection therewith to maintain and establish a network in, under, along, over, and across present and future streets, alleys and rights-of-way of the City, consisting of electrical wires and cables, together with all necessary and desirable appurtenances; and

WHEREAS, the City, in the exercise of its police power, ownership, use or rights over and in the public rights-of-way, and pursuant to its other regulatory authority, believes it is in the best interest of the public to provide to the Company, and its successors, a non-exclusive franchise to operate its business within the City; and

WHEREAS, the City and the Company propose to enter into a Franchise Agreement, the substantially final form of which has been presented to the City Council at the meeting at which this Ordinance is being considered for adoption; and

WHEREAS, the City desires to approve the execution and delivery of such Franchise Agreement and to otherwise take all actions necessary to grant the referenced Franchise to the Company; and

WHEREAS, the City believes this Ordinance to be in the best interest of the citizens of the City,

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City, Utah, as follows:

SECTION 1. Purpose. The purpose of this Franchise Ordinance is to grant to the Company, and its successors and assigns, a non-exclusive right to use the present and future streets, alleys, viaducts, bridges, roads, lanes and public way within and under control of the City for its business purposes, under the constraints and for the compensation enumerated in the Franchise Agreement attached hereto as Exhibit A, and by this reference incorporated herein, as if fully set forth herein (the “Franchise Agreement”).

SECTION 2. Short Title. This Ordinance shall constitute the Pacificorp Franchise Ordinance.

SECTION 3. Grant of Franchise. There is hereby granted to the Company, and its successors and assigns, in accordance with the terms and conditions of the Franchise Agreement, the right, privilege, and franchise (collectively, the “Franchise”), to construct, maintain and operate in, under, along, over and across the present and future streets, alleys, and rights-of-way and other property of the City, all as more particularly described in the Franchise Agreement.

SECTION 4. Term. The term of the Franchise is for a period of five years from the execution date of the Franchise Agreement as authorized by this Ordinance. The Company shall pay all costs of publishing this Ordinance.

SECTION 5. Acceptance by Company. Within sixty (60) days after the effective date of this Ordinance, the Company shall file an acceptance of this Ordinance, in a form approved by the City Attorney, with the City Recorder of Salt Lake City; otherwise, this Ordinance and the rights granted hereunder shall be null and void.

SECTION 6. No Franchise revocation or termination may be effected until the City Council shall first adopt an ordinance terminating the Franchise and setting forth the reasons therefor, following not less than thirty (30) days prior written notice to the Company of the proposed date of the ordinance adoption. The Company shall have an opportunity on said ordinance adoption date to be heard upon the proposed termination.

SECTION 7. This Ordinance shall take effect immediately upon publication.

Passed by the City Council of Salt Lake City, Utah, this ____ day of _____, 2016.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

ATTEST:

CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. _____ of 2016.
Published: _____.

HB_ATTU-#55479-v1-Rocky_Mountain_Power_Franchise_Ordinance.DOC

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 10/4/16
Sign [Signature]
Print Brian Roberts

EXHIBIT "A"
FRANCHISE AGREEMENT

**ELECTRIC UTILITY FRANCHISE AGREEMENT
AND GENERAL UTILITY EASEMENT**

A. PacifiCorp, an Oregon corporation doing business in Utah as Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of Salt Lake City Corporation, a Utah municipal corporation (the “City”) and other surrounding areas.

B. Providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City.

C. The City, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof.

D. The City desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the City.

E. The City Council has passed Ordinance ___ of 2016 granting the Franchise and authorizing the Mayor to sign this Agreement.

NOW, THEREFORE, the City and Rocky Mountain Power agree as follows:

SECTION 1. Grant of Franchise and General Utility Easement and Compensation

(a) The City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or other spaces not associated with City-owned rights-of-way (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

(b) Compensation for Rocky Mountain Power’s use of the Public Ways will be through the collection of the Municipal Energy Sales and Use Tax, provided for in Salt Lake City Code 3.06 passed pursuant to Utah Code Ann. 10-1-305, et. seq., or any successor City Ordinance establishing a municipal energy tax in compliance with state law. In the event of a repeal of this statutory tax framework, City and Rocky Mountain Power will negotiate in good faith to amend this Franchise to provide for an equivalent franchise fee for Rocky Mountain Power to continue to occupy the City’s Public Ways pursuant to this Franchise.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for five (5) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified written acceptance thereof, with the City Recorder otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or City Ordinance.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

SECTION 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Notice of Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of

the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the City as may be required by the City's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

SECTION 9. Relocations of Electric Facilities.

9.1 The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, but no longer than one-hundred and twenty (120) days unless greater time is authorized in consultation with the City Engineer, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. Insurance. Rocky Mountain Power shall responsibly self-insure or maintain sufficient insurance to cover its obligations and liabilities as set forth in Section 6, in lieu of any insurance as may be required in City ordinances, and will provide a letter of coverage upon request.

SECTION 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, if necessary to prevent the branches or limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets. Rocky Mountain Power agrees to consult and cooperate, from time to time, with City's Forester on matters related to vegetation management.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall meet to discuss extending the term of this Franchise for a mutually acceptable period of time or use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the right to continue using the Public Ways of the City as set forth herein, under the same terms and conditions, so long as the parties are negotiating towards an extension or replacement Franchise; provided that the City retains all rights it may have to terminate Rocky Mountain Power's right to provide services within the City or to occupy the Public Ways on a prospective basis, using any and all available legal means. If the City and the Rocky Mountain Power are unable to agree on a replacement Franchise Agreement, nothing herein shall limit the parties' respective legal rights.

SECTION 13. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the City shall first give its approval in writing,

which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 15. Amendment. At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 16. Default; Right to Cure; Remedies; Notices.

16.1 Event of Default. An Event of Default shall occur upon Rocky Mountain Power's material breach or violation of any of the terms, covenants, representations or warranties contained herein or Rocky Mountain Power's material failure to perform any obligation contained herein.

16.2 Notice & Right To Cure. City shall give Rocky Mountain Power written notice of any Event of Default and Rocky Mountain Power shall have ninety (90) days from written notice from City to Rocky Mountain Power to cure an Event of Default. If any Event of Default is not cured within this time period, such Event of Default shall, without notice, become an Uncured Event of Default, which shall entitle Municipality to exercise the Remedies provided for herein.

16.3 Remedies. Upon an Uncured Event of Default, City shall have the right to terminate the Franchise and upon the termination thereof the Franchise be automatically deemed null and void and have no force or effect. In the event of such termination, or any other termination or expiration of the Franchise as provided for herein, City may commence an action against Rocky Mountain Power and seek any and all remedies available at law, including monetary damages, injunctive relief or the specific performance of any of the provisions which, as a matter of equity, are specifically enforceable. The rights and remedies of City set forth in this Agreement shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity.

16.4 Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Franchise shall be delivered to:

Property Manager
Salt Lake City Real Estate Services

P.O. Box 145460
Salt Lake City, UT 84114-5460

With a copy to

Salt Lake City Attorney
Attn: Franchising
P.O. Box 145478
Salt Lake City UT 84114-5478

Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to: ,

Rocky Mountain Power
Attn: Regional Business Manager
P.O. Box 39
Midvale, UT 84047

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

and such other office as Rocky Mountain Power may advise the City of by written notice.

SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 18. 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.

SECTION 19. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees: Rocky Mountain Power represents that it has not: (1) provided an illegal gift or payoff to an officer or employee of the City or a former officer or employee of the City, or his or her relative or business entity; (2) retained any person

to solicit or secure this franchise agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an officer or employee of the City or a former officer or employee of the City to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44 Salt Lake City Code.

APPROVED and ADOPTED this _____ day of _____, 20____.

ATTEST:

SALT LAKE CITY CORPORATION

City Recorder

By _____
Jacqueline M. Biskupski, Mayor

APPROVED AS TO FORM:

Brian F. Roberts
Senior City Attorney

ROCKY MOUNTAIN POWER

By: _____
Its: _____

**SALT LAKE CITY CORPORATION
AND ROCKY MOUNTAIN POWER
JOINT CLEAN ENERGY COOPERATION STATEMENT**

Salt Lake City Corporation (“City”), a Utah municipal corporation, and PacifiCorp dba Rocky Mountain Power, an Oregon corporation (“Company”) jointly state their intention to cooperate in accordance with the below stated objectives.

I. OVERVIEW

The City is responsible for protecting the public health and safety of its residents, which includes facilitating access to clean air, dependable and affordable energy, clean water and a livable environment.

The Company is a public electric utility regulated by the Public Service Commission of the state of Utah (“PSC”) with a responsibility for providing safe and reliable electrical service to its customers by means and at rates that are fair, just and reasonable as determined by the PSC.

The City has determined that meaningful reductions in pollution and greenhouse gas emissions will benefit all Salt Lake City residents, visitors, businesses and Utah as a whole, through improved public health, additional economic opportunities, long-term energy price stability and a stronger sense of community security.

The City and the Company desire to work cooperatively to support the City’s energy goals as identified herein through the use of programs and innovative technologies that may be unique to the City and will be further developed through ongoing feasibility and implementation work.

II. GOALS

The City is committed to reducing pollution and the carbon intensity of electricity used in Salt Lake City. The City has set a goal to transition to net-100% renewable energy for communitywide electricity supply by 2032. As part of this goal, the City will also transition to at least net-50% renewable energy for municipal facility operations by 2020 and achieve net-100% renewable energy for municipal facility operations by 2032.

The City desires to accelerate adoption of energy efficiency in the community and for municipal operations because the cheapest, cleanest energy is energy that is not used. This, in turn, will reduce energy costs.

The City aspires to the goal that net-cost changes, if any, to energy users within Salt Lake City associated with achieving its stated clean energy goals are reasonable. The City envisions measures to mitigate any incremental costs associated with pursuing a clean energy future to all Salt Lake City energy users with a high priority placed on preventing negative impacts to low-income residents.

The City acknowledges that net lifecycle financial impacts, including both costs and benefits associated with measures used to achieve its energy goals will benefit, and thus be the responsibility of, the City and energy users within Salt Lake City limits. The City acknowledges that the Company will require PSC approval as to terms, costs and rates relating to services provided by the Company.

The City is motivated, in part, by continuing reductions in renewable energy costs and the desire for stable long-term energy rates. The City also wishes to cooperate with the Company to develop a more resilient local energy system that rewards smart customer behavior and investments and catalyzes modern and transparent distribution system planning, while simultaneously offering significant social, health and economic co-benefits.

III. RENEWABLE ENERGY, ENERGY EFFICIENCY AND ELECTRIC VEHICLE PROJECTS

The City and the Company will strive to develop a variety of energy efficiency and renewable resource options for all energy users in Salt Lake City—residential, commercial, industrial, governmental and non-profit—to reduce carbon intensity and make significant progress towards the City’s reduced emissions and reduced energy usage goals.

The City and the Company will continue to work together on Project Skyline, assisting building owners with energy efficiency efforts through energy use data collection, benchmarking and energy efficiency programs.

The City and the Company will strive to work together on programs that may include energy efficiency, demand response, energy storage and renewable energy projects, including programs designed to provide energy users within Salt Lake City the ability to purchase the output of renewable energy facilities located within Utah.

The City and the Company will strive to jointly evaluate new technologies such as smart-grid and customer-side investments designed to allow efficient utilization of resources, reduced greenhouse gas emissions and deployment of renewable energy and electric vehicle charging infrastructure.

The City and the Company will strive to investigate options to deploy electric vehicle (“EV”) infrastructure and innovative technologies to support EVs.

IV. MUNICIPAL RENEWABLE ENERGY PROJECTS

To facilitate the City’s renewable energy and carbon reduction goals for City facilities and increase and expand the City’s municipal clean energy portfolio, the City will subscribe to approximately three megawatts (3 MW) of solar energy for use at various City facilities under the Company’s Subscriber Solar Program. To the extent additional solar energy is or becomes available under the Company’s Subscriber Solar program or otherwise, the City may subscribe to additional solar energy for City facilities in the future.

The City and the Company intend to cooperate to identify additional avenues for leveraging City assets (e.g., infrastructure and property) and City and Company investments to build additional renewable energy projects to achieve the City’s municipal energy goals.

V. IMPLEMENTATION STEPS AND TIMING

The City and the Company intend to work together to develop an implementation plan outlining respective roles, processes, responsibilities, timelines, program and project development pathways and costs to achieve the goals and deliverables outlined in this Cooperation Statement. The target deadline for completion and acceptance of the initial plan by the Company and the City is March 31, 2017.

The Company desires to assist the City to develop a 10-year load forecast, to be updated as needed, setting a baseline from which work on the clean energy plan can be established.

The City and the Company intend to jointly publish an annual report by April 30 of each year, beginning in 2018, to detail status and progress towards renewable energy, energy efficiency and carbon reduction goals.

The City and the Company intend to cooperate to secure necessary authority or approvals from City residents and/or the Utah Public Service Commission for mutually agreeable projects and programs.

The City and the Company intend to work together in good faith to develop and implement projects and programs to help the City achieve its clean energy targets.

The Administration and the Company intend to work together to develop terms for a new Rocky Mountain Power franchise with a five-year term granting the Company rights and easements for use of public ways. Following finalization of this Cooperation Statement by the Administration and the Company, the Administration intends to forward the agreed-upon franchise agreement to the City Council for consideration and approval.


VI. COMMITMENT OF COOPERATION

As stated above, the City and the Company desire to work together to successfully achieve the City's stated goals and the objectives that will be jointly developed over time. The City desires to work directly with the Company on its renewable energy supply and will not implement Community Choice Aggregation as an option over the life of this Cooperation Statement. Because of the importance of this partnership, the mayor and the CEO of the Company wish to communicate as often as necessary and will strive to meet at least annually to discuss progress and other energy related matters. If either the City or the Company has a dispute regarding progress towards objectives outlined in this Cooperation Statement or the timeliness of related implementation, the mayor and the CEO desire to be directly involved and work together to attempt to resolve whatever issues may arise.

This Cooperation Statement shall become effective upon signing by both the City and Company and will inform cooperation through the initial five-year term of the Franchise Agreement between City and Company, likely starting in 2016. Progress towards objectives stated herein will be reviewed and the Cooperation Statement may be extended in the future, with or without amendments, through a commitment by both the City and the Company.


[Signature page follows]

IN WITNESS WHEREOF, the parties to this JOINT COOPERATIVE STATEMENT have affixed their signatures:



Mayor Jacqueline M. Biskupski
Salt Lake City Corporation

Date: 8-24-16



Cindy A. Crane
President and CEO, Rocky Mountain Power

Date: 8/8/14