

**Western Area Power Administration
Rocky Mountain Region (Western)
Meter Application Agreement (1 /01/2014)**

(New Boundary Meter, New Revenue Meter, Delivery Point Change, Load Usage or Ownership Change)

NOTE: A Meter Application Agreement is not required if the metering is part of a larger construction project that Western is participant. Western will use project funds to cover its metering expenses. Western may request this form (Pages 1 & 2) for contact and information purposes, only.

Agreement Number (to be assigned by Western):

Effective Date (to be assigned by Western):

Requesting Company Name:

On Behalf of Customer or Member Company:

Street Address:

City:

State:

Zip Code:

Meter Type: Boundary Revenue

Type of meter work requested (define project scope, attach page, if additional space is needed):

Project Specific Information

Other companies that may have an interest in the meter or meter data:

Proposed In-Service Date:

If New Construction, Proposed Energizing Date:

Proposed Meter Owner:

Party that has Maintenance Responsibility:

Meter Substation Location:

Line Terminal Name:

Line Voltage:

Measured Voltage:

Estimated Maximum Power (MW):

Western Requires MV-90 Data. MV-90 Direct Phone Access: Yes No (If No, Electronic File Required)

Existing Communication Path to Meter Location (if known):

New Communication Path Needed: Yes No TBD

Communication Path Owner(s) (if known):

Drawing Requirement: Please include a Utility System or Substation Single Line diagram of the proposed meter location. A legible, hand drawn mark-up of a system drawing is acceptable.

Meter Installation Requirements

Western Meter Policy: <http://www.oasis.oati.com/woa/docs/WAPA/WAPAdocs/Western-OATT-BP-Meter-Policy-Version-2013-1122.pdf>

Your Company's Contact Information

Point of Contact Name and Title:

Office Phone Number: Cell Phone Number: E-mail:

Project Manager (if different than the contact named above):

Office Phone Number: Cell Phone Number: E-mail:

Field Engineer or Field Manager:

Office Phone Number: Cell Phone Number: E-mail:

Communication Engineer:

Office Phone Number: Cell Phone Number: E-mail:

SCADA Engineer:

Office Phone Number: Cell Phone Number: E-mail:

Finance (include title):

Office Phone Number: Cell Phone Number: E-mail:

Additional Key Personnel (include title):

Office Phone Number: Cell Phone Number: E-mail:

Required Billing Invoice/Payment Information

DUNS Number:

Federal Tax ID Number:

Please provide current billing information:

Contact Name:

Title:

Street Address:

City: State: Zip Code:

Office Phone Number: Fax Number:

E-Mail:

Submit Meter Application Agreement

Submit a completed, signed Meter Application Agreement (Meter Application) and required drawings, with as much information as is known at the time, to:

Operations Manager

Western Area Power Administration, Rocky Mountain Region

5555 E. Crossroads Blvd.

Loveland, CO 80538

Or E-Mail with Attachments: RMR_Meter_Application@wapa.gov

For any questions, contact Power System Operations: (970) 461-7241 or (970) 461-7200

Meter Application Agreement Terms and Responsibilities

1. The applicant will submit a \$5,000.00 deposit along with the Meter Application Number (if available) to:
U.S. Department of Energy
Western Area Power Administration
File #4185, P.O. Box 301509
ACH = ABA 051036706 Account #312003 or **EFT** = ABA 021030004 Account #89001602
Los Angeles, CA 90030-1509
For questions concerning this deposit, contact Finance (970) 461-7206 or (970) 461-7200
2. Once the Meter Application and deposit are received by Western, the funds will be deposited in an account that Western will use to pay for the services it provides under this Meter Application. These services may include, but are not limited to: system studies; development of letter agreements, contracts, contract modifications, and operating agreements; engineering design; equipment procurement; engineering review; administrative costs; and field work that may include, but is not limited to: equipment installation; testing; commissioning; RTU modifications; and changes to Western's data systems. Receipt of the deposit and the Meter Application will enable Western to begin performing the services set forth above.
3. The Western's Operations Support Division will normally review a Meter Application within ten (10) business days of receipt. The Meter Application will be forwarded to Western Contracts for processing and approval, once funding is received. Western Contracts will electronically send a conformed copy of the approved Meter Application to the applicant.
4. Western's Operation Support Division personnel will contact the applicant to discuss project scope and details and if necessary, schedule an initial technical meeting between the parties (in person or by conference call). The scope of the meter project and the project time line may become an attachment to this Meter Application or to a subsequent agreement or contract.
5. Once the project scope is determined, Western will estimate the total cost of meter work to be accomplished by the various departments of the region. This estimate will include the services identified in Section 2 above to the extent they are relevant, and any other work deemed necessary to complete the meter installation. If the scope of the project or cost estimate exceeds the initial Meter Application requirements, Western may execute either (a) and/or (b):
 - a. Western will initiate new contractual documents or revise existing documents required by Western to complete the meter project.
 - b. Western will invoice the applicant for any additional funds needed to complete the meter work. The applicant will pay Western the invoice amount according to the invoice terms.
 - c. The minimum lead time for meter commissioning is ninety (90) calendar days from the date Western receives payment of the invoice amount.
6. The applicant is responsible for all of Western's expenses to complete the work required under this Meter Application. Western will invoice the applicant if additional funding beyond the payment referenced in Section 5b above is required. In the absence of sufficient funding, Western will suspend activities associated with the requested meter work. If the applicant terminates this Meter Application, which it may do upon thirty (30) days written notice to Western, the applicant remains responsible for all costs incurred by Western to complete the meter work up to the termination date. Any excess funds will be returned by Western to the applicant.

7. The applicant, under the terms and conditions specified herein, grants to Western, its employees, agents, and contractors, a license to enter its easements and rights-of-way to accomplish the meter work under this Meter Application provided proper advance arrangements are made with the applicant. Each party hereby grants to the other party a license for the work to be performed.
8. Liability:
 - a. To the extent that it is legally permissible, the applicant agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of the applicant's or its employees', agents', or subcontractors' negligent activities or willful misconduct under this Meter Application.
 - b. The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.
 - c. GOVERNMENTAL IMMUNITY: No provision of this Meter Application shall be deemed or construed to be a relinquishment or waiver of any kind of limitation of liability provided to the applicant and its officers, employees, agents and representatives under an applicable state governmental immunity act.
 - d. CHOICE OF LAW AND FORUM: Federal law shall control the obligations and procedures established by this Meter Application and the performance and enforcement thereof. The forum for litigation arising from this Meter Application shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.
9. This Meter Application expires two years from its effective date, Provided, That, all work has been completed, including the payment of all bills and the provisions for the ownership, operations, maintenance, replacement, and financial responsibility have been identified in a new Exhibit to the Parties' Consolidated Facility Arrangement and/or other contracts that may be appropriate.

Each party signing below agrees to the terms of this Meter Application Agreement. **Each person signing this Agreement represents that he or she has the authority to enter into this Meter Application Agreement as an authorized representative of his or her organization.** The effective date of this Meter Application Agreement shall be the later of the dates it is signed by the authorized representative for each party.

Company:	Western Area Power Administration
Signature:	Signature:
Name:	Name: Bradley S. Warren
Title:	Title: Senior Vice-President Rocky Mountain Regional Manager
Date:	Date: