

**APPENDIX 2 to LGIP
INTERCONNECTION FEASIBILITY STUDY AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between [Customer Name (Project Name, QXXXX)], a [Type of company] organized and existing under the laws of the State of _____, ("Interconnection Customer,") and PacifiCorp a Corporation existing under the laws of the State of Oregon, ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____ ; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility with the Transmission System; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Large Generating Facility to the Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's FERC-approved LGIP.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of this LGIP in accordance with the Tariff.
- 3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in the Interconnection Request, as may be modified as the result of the Scoping Meeting. Transmission Provider reserves the right to request additional technical

information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with Section 3.3.4 of the LGIP. If, after the designation of the Point of Interconnection pursuant to Section 3.3.4 of the LGIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.

5.0 The Interconnection Feasibility Study report shall provide the following information:

- preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection; and
- preliminary description and non-bonding estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit and power flow issues.

6.0 Interconnection Customer shall provide a deposit of \$10,000 for the performance of the Interconnection Feasibility Study.

Upon receipt of the Interconnection Feasibility Study Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Feasibility Study.

Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

7.0 Miscellaneous.

7.1 Disclaimer. Any costs estimated by PacifiCorp will represent a good faith estimate of future costs based on good utility practices; however, the estimated costs are based on assumptions which have a degree of uncertainty. Furthermore, facts which affect costs may not be discovered until construction begins, and events

could arise which also affect costs. Accordingly, PacifiCorp shall not be liable for the accuracy of the cost estimate or any damages or other claims related to Interconnection Customer's reliance on the cost estimate provided under this Agreement.

- 7.2 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. This Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.
- 7.3 Remedies; Waiver.** The failure of a Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, but the obligations of the Parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a Party shall be valid unless in writing signed by such Party or operational by the terms of this Agreement. A waiver by any Party of the performance of any covenant, condition, representation or warranty of any other Party shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.
- 7.4 Governing Law.** This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Oregon applicable to contracts made and to be performed wholly within the State of Oregon. Any judicial action or proceeding arising under this Agreement shall be adjudicated in Portland, Oregon.
- 7.5 Execution.** If in concurrence with this Agreement, the Interconnection Customer shall sign both attached originals. Interconnection Customer should retain one copy for their records and return the other copy to the Transmission Provider within thirty (30) Calendar Days

of the date of the attached cover letter. The Transmission Provider will begin the Study upon verification that the Agreement, Deposit, and Technical Data (Attachment A) are complete and have been submitted as required by the Large Generator Interconnection Procedures included in the Transmission Provider's Federal Energy Regulatory Commission-approved Open Access Transmission Tariff.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

PacifiCorp

By: _____
Dennis Desmarais

Title: _____
Director, Transmission Services

Date: _____

[Customer Name (Project Name, QXXXX)]

By: _____

Title: _____

Date: _____

**Attachment A to Appendix 2
Interconnection Feasibility
Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION FEASIBILITY STUDY**

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on _____:

Designation of Point of Interconnection and configuration to be studied.

•

Designation of alternative Point(s) of Interconnection and configuration.

•

Interconnection Customer has selected an Energy Resource (ER) with a Network Resource (NR) type interconnection. The Feasibility Study will conform to FERC's NR/ER objectives.

Transmission Provider's estimate of the cost to perform the Feasibility Study is \$20,000.00. Transmission Provider's actual cost shall include all direct costs plus applicable overheads.