

**APPENDIX 4 to LGIP
INTERCONNECTION FACILITIES 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;

WHEREAS, Transmission Provider has completed an Interconnection System Impact Study (the "System Impact Study") and provided the results of said study to Interconnection Customer; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility to the Transmission System.

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 an Interconnection Facilities Study consistent with Section 8.0 of this LGIP to be performed in accordance with the Tariff.

- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), schedule for required facilities to interconnect the Large Generating Facility to the Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.
- 5.0 Interconnection Customer shall provide a deposit of the greater of \$100,000 or Interconnection Customer's portion of the estimated monthly cost of conducting the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

Transmission Provider shall invoice Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. Transmission Provider shall continue to hold the amounts on deposit until settlement of the final invoice.

6.0 **Miscellaneous.**

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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, Schedule Election (Attachment A) and Technical Data (Attachment B) 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 4
Interconnection Facilities
Study Agreement**

INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE
INTERCONNECTION FACILITIES STUDY

The Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to the Interconnection Customer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- _____ Ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report. (Estimated Total Cost: \$45,000.00; Estimated Monthly Cost: \$15,000.00.) PacifiCorp will prepare a scope of work and cost estimate without the benefit of a complete engineering design for the interconnection project, which will necessarily affect the accuracy of the study. Historical comparisons of estimates to actual project costs will be factored in the development of the cost estimate.

- _____ One hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report. (Estimated Total Cost: \$45,000.00; Estimated Monthly Cost: \$7,500.00.) PacifiCorp will prepare a detailed scope of work and complete the engineering design for the interconnection project and upgrades. Outside engineering consulting resources will likely be used to accomplish the full design.

ASSUMPTIONS

PacifiCorp will make reasonable efforts to achieve the accuracy and schedule requirements. If required, PacifiCorp may request additional time to complete the studies prior to the expiration of the study period.

Attachment B (page 1)
Appendix 4
Interconnection Facilities
Study Agreement

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER WITH THE
INTERCONNECTION FACILITIES STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections:

On the one line indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance? _____ Yes _____ No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation?
_____ Yes _____ No (Please indicate on one line).

What type of control system or PLC will be located at the Interconnection Customer's Large Generating Facility?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

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Line length from interconnection station to Transmission Provider's transmission line.

Tower number observed in the field. (Painted on tower leg)*

Number of third party easements required for transmission lines*:

* To be completed in coordination with Transmission Provider.

Is the Large Generating Facility in the Transmission Provider's service area? _____ Yes _____ No Local provider: _____

Please provide proposed schedule dates:

Begin Construction	Date: _____
Generator step-up transformer receives back feed power	Date: _____
Generation Testing	Date: _____
Commercial Operation	Date: _____

**PacifiCorp Addendum to
Interconnection Facilities
Study Agreement**

INTERCONNECTION CUSTOMER NETWORK RESOURCE OR ENERGY RESOURCE SELECTION

Per OATT 38.2 At the time of the Interconnection Request is submitted Interconnection Customer must request either Energy Resource Interconnection Service or Network Resource Interconnection Service, as described; provided, however, any Interconnection Customer requesting Network Resource Interconnection Service may also request that it be concurrently studied for Energy Resource Interconnection Service, up to the point when an Interconnection Facility Study Agreement is executed.

Please indicate your decision below:

_____ **Energy Resource (ER) Interconnection Service**

Energy Resource Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. Energy Resource Interconnection Service does not in and of itself convey any right to deliver electricity to any specific customer or Point of Delivery.

_____ **Network Resource (NR) Interconnection Service**

Transmission Provider must conduct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which Transmission Provider integrates its generation facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as Network Resource. Network Resource Interconnection Service Allows Interconnection Customer's Large Generating Facility to be designated as a Network Resource, up to the Large Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur.