

**APPENDIX 3 to LGIP
INTERCONNECTION SYSTEM IMPACT 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 Feasibility Study (the "Feasibility Study") and provided the results of said study to Interconnection Customer (This recital to be omitted if Transmission Provider does not require the Interconnection Feasibility Study.); and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection System Impact Study to assess the impact of interconnecting the 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 System Impact Study consistent with Section 42.0 of this LGIP in accordance with the Tariff.
- 3.0 The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

- 4.0 The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study and the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 39.4 of the LGIP. 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 Customer System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
- 5.0 The Interconnection System Impact Study report shall provide the following information:
- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
 - description and non-binding, good faith estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.
- 6.0 Interconnection Customer shall provide a deposit of \$50,000 for the performance of the Interconnection System Impact Study. Transmission Provider's good faith estimate for the time of completion of the Interconnection System Impact Study is [insert date - 90 days].

Upon receipt of the Interconnection System Impact Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection System Impact 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, demonstration of Site Control 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 THEREOF, 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 3
Interconnection System Impact
Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION SYSTEM IMPACT STUDY**

The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, subject to any modifications in accordance with Section 39.4 of the LGIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

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

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Interconnection Customer has selected a [Network Resource (NR) WITH Energy Resource (ER)] type interconnection. The System Impact Study will conform to FERC's [CHOOSE ONE: NR or ER or NR/ER] objectives.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer and Transmission Provider]

Transmission Provider's good faith estimate for the cost of completion of the Interconnection System Impact Study is \$30,000.00. Transmission Provider's actual cost shall include all direct costs plus applicable overheads.