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**Non-Net Metering Level 3 Facilities Study Agreement**  
**(For Generator Facilities with Electric Nameplate Capacities of 20 MW and less)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, (“Interconnection Customer”) a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and PacifiCorp, a Corporation existing under the laws of the State of Oregon, (“Public Utility”). Interconnection Customer and Public Utility each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection request completed by Interconnection Customer on \_\_\_\_\_; and,

**WHEREAS**, the Interconnection Customer desires to interconnect the Generating Facility with the Public Utility's Electric distribution system;

**WHEREAS**, the Public Utility has completed a system impact study and provided the results of said study to the Interconnection Customer; and

**WHEREAS**, the Interconnection Customer has requested the Public Utility to perform a Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the System impact study in accordance with Good Utility Practice to physically and electrically connect the Generating Facility with the Public Utility's Electric distribution 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 or the meanings specified in R746-312-2, Definitions.
- 2.0 The Interconnection Customer elects and the Public Utility shall cause to be performed an interconnection Facilities Study consistent with the electrical interconnection procedures in accordance with R746-312-10, Level 3 Interconnection Review.
- 3.0 The scope of the Facilities Study shall be subject to data provided in Attachment A to this Agreement.
- 4.0 The Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact study(s). The Facilities Study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated

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## **Non-Net Metering Level 3 Facilities Study Agreement (cont.)**

cost of the Public Utility's Interconnection facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.

- 5.0 The Public Utility may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Generating Facility if it is willing to pay the costs of those facilities.
- 6.0 A deposit of the good faith estimated Facilities Study costs may be required from the Interconnection Customer.
- 7.0 In cases where Upgrades are required, the Facilities Study must be completed within 45 Business days of the receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection facilities, the Facilities Study must be completed within 30 Business days.
- 8.0 Once the Facilities Study is completed, a Facilities Study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the Facilities Study must be completed and the Facilities Study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct a Facilities Study.
- 9.0 Any study fees shall be based on the Public Utility's actual costs and will be invoiced to the Interconnection Customer, without interest, after the study is completed and delivered and will include a summary of professional time.
- 10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Public Utility shall refund such excess within 30 calendar days of the invoice without interest. The Interconnection Customer will not be responsible for any actual costs that exceed 125% of the Public Utility's non-binding good faith estimate for such study.
- 11.0 **Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Utah (where the Point of Common Coupling is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

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## **Non-Net Metering Level 3 Facilities Study Agreement (cont.)**

### 12.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

### 13.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

### 14.0 Waiver

14.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

14.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Public Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

### 15.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

### 16.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

### 17.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable

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**Non-Net Metering Level 3 Facilities Study Agreement (cont.)**

the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

**18.0 Subcontractors**

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

18.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Public Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

18.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

**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**

**[Insert name of  
Interconnection Customer]**

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Non-Net Metering Level 3 Facilities Study Agreement (cont.)**

**Attachment A to  
Facilities Study Agreement**

**Data to Be Provided by the Interconnection Customer with the 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.

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

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

One set of metering is required for each generation connection to the new ring bus or existing Public Utility station. Number of generation connections: \_\_\_\_\_

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? (Please indicate on the one-line diagram).

Yes       No

What type of control system or PLC will be located at the Generating Facility?

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What protocol does the control system or PLC use?

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

Physical dimensions of the proposed interconnection station:

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