
Utah Interconnection Level 3 Feasibility Study Agreement
(For Generator Facilities with Electric Nameplate Capacities of 20 MW and less)

THIS UTAH INTERCONNECTION LEVEL 3 FEASIBILITY STUDY AGREEMENT (“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, dba Rocky Mountain Power (“Rocky Mountain Power”), 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, Interconnection customer desires to interconnect the Generating facility with the Public utility's Electric distribution system; and

WHEREAS, Interconnection customer has requested the Public utility to perform a Feasibility study to assess the feasibility of interconnecting the proposed Generating facility with the Public utility's Electric distribution system, and of any Affected systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree 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 Utah Administrative Code Section R746-312-2, Definitions.
- 2.0 The Interconnection customer elects and the Public utility shall cause to be performed an interconnection Feasibility study consistent with the electrical interconnection procedures in accordance with Utah Administrative Code Section R746-312-10, Level 3 Interconnection Review.
- 3.0 The scope of the Feasibility study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Feasibility study shall be based on the technical information provided by the Interconnection customer in the Interconnection request, as may be modified as the result of the scoping meeting, if applicable. The Public utility reserves the right to request additional technical information from the Interconnection customer as may reasonably become necessary consistent with Good utility practice during the course of the Feasibility study. If the Interconnection customer modifies its Interconnection request,

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the time to complete the Feasibility study may be extended by agreement of the Parties.

- 5.0 In performing the Feasibility study, the Public utility shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection customer shall not be charged for such existing studies; however, the Interconnection customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the Feasibility study.
- 6.0 The Feasibility study will culminate in a report that shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Generating facility as proposed:
 - 6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - 6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - 6.3 Initial review of grounding requirements and electric system protection; and
 - 6.4 Description and non-binding estimated cost of facilities required to interconnect the proposed Generating facility and to address the identified short circuit and power flow issues.
- 7.0 The Feasibility study shall model the impact of the Generating facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection customer later changes the purpose for which the Generating facility is being installed.
- 8.0 The Feasibility study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of common coupling, as requested by the Interconnection customer and at the Interconnection customer's cost.
- 9.0 If the Public utility uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Upgrades, the Feasibility study shall consider all generating facilities (and with respect to paragraph 9.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the Feasibility study is commenced:
 - 9.1 Are directly interconnected with the Public utility's electric system; or
 - 9.2 Are interconnected with Affected systems and may have an impact on the proposed interconnection; and

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- 9.3 Have a pending higher queued Interconnection request to interconnect with the Public utility's electric system.
- 10.0 A deposit of the lesser of 50 percent of good faith estimated Feasibility study costs or earnest money of \$1,000 may be required from the Interconnection customer.
- 11.0 Once the Feasibility study is completed, a Feasibility study report shall be prepared and transmitted to the Interconnection customer. Barring unusual circumstances, the feasibility study must be completed and the feasibility study report transmitted within 30 business days of the Interconnection customer's agreement to conduct a Feasibility study.
- 12.0 Any Feasibility study fees shall be based on the Public utility's actual costs and will be invoiced to the Interconnection customer after the study is completed and delivered and will include a summary of professional time. 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 the Feasibility study.
- 13.0 The Interconnection customer must pay any Feasibility 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.
- 14.0 **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 governing authority.
- 15.0 **Amendment**
- The Parties may amend this Agreement by a written instrument duly executed by both Parties.
- 16.0 **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.
- 17.0 **Waiver**

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17.1 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.

17.2 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.

18.0 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.

19.0 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.

20.0 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 governing 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 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.

21.0 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.

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- 21.1 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.
- 21.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.
- 21.3 The estimated cost to the Public utility to utilize a subcontractor to perform all or a portion of the obligations under this Agreement shall be included in the estimated costs for the Feasibility study. 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 the Feasibility study.

Signature page follows.

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 _____

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Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

Date: _____

Date: _____

Utah Interconnection Level 3 Feasibility Study Agreement (cont.)

**Attachment A to Utah Interconnection Level 3
Feasibility Study Agreement**

Assumptions Used in Conducting the Feasibility Study

The feasibility study will be based upon the information set forth in the Interconnection request and agreed upon in the scoping meeting held on _____:

- 1) Designation of Point of Interconnection and configuration to be studied.

- 2) Designation of alternative Points of Interconnection and configuration.
