

**Non-Net Metering Utah Interconnection Level 3 System Impact Study
Agreement**

(For Generator Facilities with Electric Nameplate Capacities of 20 MW and less)

THIS INTERCONNECTION LEVEL 3 SYSTEM IMPACT 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, the Interconnection Customer desires to interconnect the Generating Facility with the Public Utility's Electric distribution system;

WHEREAS, the Public Utility has completed a fFeasibility study and provided the results of said study to the Interconnection Customer (This recital to be omitted if the Parties have agreed to forego the feasibility study.); and

WHEREAS, the Interconnection Customer has requested the Public Utility to perform a System Impact Study(s) to assess the impact of interconnecting the 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 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 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 System Impact 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 a System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

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- 4.0 A System Impact Study will be based upon the results of the Feasibility study and the technical information provided by Interconnection Customer in the Interconnection request. 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 System Impact Study. If the Interconnection Customer modifies its designated Point of Common Coupling, Interconnection request, or the technical information provided therein is modified, the time to complete the System Impact Study may be extended.
- 5.0 A System Impact Study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, distribution load flow study, an analysis of equipment interrupting ratings, protection and set point coordination studies, and grounding reviews, as necessary. A System Impact Study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A System Impact Study shall provide a list of facilities that are required as a result of the Interconnection request and non-binding good faith estimates of cost responsibility and time to construct.
- 6.0 ~~Affected Systems may participate in the preparation of a System Impact Study, with a division of costs among such entities as they may agree.~~ All Affected Systems shall be afforded an opportunity to review and comment upon a System Impact Study that covers potential adverse system impacts on their electric systems. Should the Affected system require additional addition study, and the Public Utility will coordinate the study, but is not responsible for the timing of such associated study has 20 additional Bbusiness days to complete a System Impact Study requiring review by the Affected System(s). The Interconnection customer is responsible for the costs of any such additional studies required by another Affected system as specified in Utah Administrative Code Section R746-312-10 (2) (f) (iv).
- 7.0 If the Public Utility uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Upgrades, the System Impact Study shall consider all generating facilities (and with respect to paragraph 87.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the System Impact Study is commenced:
- 7.1 Are directly interconnected with the Public Utility's electric system; or
- 7.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and

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7.3 Have a pending higher queued Interconnection request to interconnect with the Public Utility's electric system.

~~98.0~~ Once the System Impact Study is completed, a System Impact Study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the System Impact Study must be completed and the System Impact Study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct a System Impact Study. Should the System Impact Study also identify impacts to the Public Utility's Transmission system, the Public Utility shall have 45 Business days to complete the report and transmit the results to the Interconnection Customer.

~~109.0~~ A deposit of the good faith estimated cost of the System Impact Study may be required from the Interconnection Customer.

~~110.0~~ Any System impact 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.

~~121.0~~ The Interconnection Customer must pay any System impact 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~~ the System impact study.

~~132.0~~ 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 ~~G~~overnmental Authority.

~~143.0~~ Amendment

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

~~154.0~~ No Third-Party Beneficiaries

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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.

1615.0 Waiver

165.1 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.

1615.2 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 ~~C~~customer shall not constitute a waiver of the Interconnection ~~C~~customer's legal rights to obtain an interconnection from the Public ~~U~~utility. Any waiver of this Agreement shall, if requested, be provided in writing.

1716.0 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.

1817.0 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.

1918.0 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 ~~G~~governmental ~~A~~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.

2019.0 Subcontractors

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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.

2019.1 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.

2019.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

19.3 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 System impact 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 System impact study.

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

**[Insert name of
Interconnection Customer]**

Signed _____

Signed _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____



**~~Non-Net Metering~~ Utah Interconnection Level 3 System Impact Study
Agreement (cont.)**

Date: _____

Date: _____

**Non-Net Metering Utah Interconnection Level 3 System Impact Study
Agreement (cont.)**

**Attachment A to Utah Interconnection Level 3 System
Impact Study Agreement**

Assumptions Used in Conducting the System Impact Study

The System Impact Study shall be based upon the results of the Feasibility study, subject to any modifications by the Interconnection Customer in accordance with Utah Administrative Code R746-312-6, General Interconnection Request Provisions and agreed upon in the scoping meeting held on

_____:

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

- 2) Designation of alternative Points of common coupling and configuration to be studied.

