

INTERCONNECTION FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 200__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and Idaho Power Company a Corporation existing under the laws of the State of Idaho, ("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 the _____ Generation Project, located in _____ County, Idaho hereafter referred to as "Large Generating Facility", consistent with the Interconnection Request submitted by Interconnection Customer dated _____ ; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility with Transmission Provider's Transmission System (the "Transmission System");

WHEREAS, the Transmission Provider has completed a System Impact Study and provided the results of said study to the 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 system impact study in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility with the Transmission Provider's 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 Standard Large Generator Interconnection Procedures ("LGIP") Attachment M, Idaho Power Company, FERC Electric Tariff, First Revised Volume No. 6.

- 2.0 Interconnection Customer elects and Transmission Provider shall cause an Interconnection Facilities Study consistent with Section 8.0 of the LGIP in accordance with the Tariff.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the data provided 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, the estimated cost of (consistent with Attachment A), and 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 Deposit. Interconnection Customer shall provide a deposit of \$_____ for the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

Transmission Provider shall, on a monthly basis, submit an invoice to the Interconnection Customer which shall reflect the amount due for the work conducted by the Transmission Provider on the Interconnection Facilities Study during the invoice 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 Effective Date, Duration and Termination. This Agreement becomes effective upon execution by all Parties and shall continue until the work required by the Agreement is completed; provided, however, the Interconnection Customer may terminate this Agreement at any time after providing written notice. In addition, if Interconnecting Customer withdraws its application for interconnection, this Agreement shall terminate effective with the date the application for interconnection is withdrawn.
- 7.0 No Obligation to Complete Generating Facility. Nothing in this Agreement obligates Interconnection Customer to continue or complete development of the Large Generating Facility or enter into a Large Generator Interconnection Agreement (“LGIA”). A binding agreement and commitment with respect to interconnecting the Large Generating Facility to the Transmission System will only occur upon the execution of an LGIA by Transmission Provider and Interconnection Customer.

- 8.0 Relationship of the Parties. This Agreement is intended to create an independent contractor relationship between the Parties. It is not to be construed as constituting the Parties as partners, as creating a joint venture, or as creating any other form of legal association or arrangement which would impose liability upon a Party for the act or omission of the other Party.
- 9.0 Remedies. In no event will Transmission Provider or its respective agents, employees, officers, directors, affiliates or representatives be liable for incidental, special, punitive or consequential damages including but not limited to lost profits, even if the Parties have been advised of the possibility of such damages. Interconnecting Customer agrees that Transmission Provider's liability arising out of this Agreement and the services provided under this Agreement, whether under theories of contract, negligence, tort, strict liability, warranty or equity will not exceed the amounts payable by Interconnecting Customer to Transmission Provider for the services that are the basis of such claim.
- 10.0 Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Idaho, without regard to its conflict of law principles; and in addition, shall be subject to all applicable federal laws, regulations and judicial or administrative orders of the Federal Energy Regulatory Commission. Venue for any action to enforce the terms and conditions of this Agreement shall be in Boise, Idaho.
- 11.0 Amendment. This Agreement may not be modified except by mutual agreement by a signed document duly executed by both Parties.
- 12.0 Waiver. 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.
- 13.0 Severability and Savings Clause. If any provision of this Agreement is held to be void, voidable, contrary to public policy, or unenforceable, that provision will be deemed severable from the Agreement as to the smallest part so held, and the remainder of the Agreement will continue in full effect as if the severed provision had not been included, in which case the Agreement will be construed and interpreted to implement the objectives of the Parties as stated in this Agreement. The Parties agree that neither Party will be deemed the drafter of any term that may subsequently be found to be ambiguous or vague.

- 14.0 Survival. This Agreement shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, to permit the determination and enforcement of liability obligations arising from acts or events that occurred while this Agreement was in effect.
- 15.0 Assignment and Subcontracts. This Agreement may not be transferred or assigned by either Party hereto without the prior written consent of the other Party, which such consent will not be unreasonably withheld. Transmission Provider may subcontract any portion of the work required by this Agreement without the permission of the Interconnecting Customer.
- 16.0 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall be deemed to confer upon any other person any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 17.0 Notices. Any notice required by this Agreement is properly given if submitted in writing and delivered to the individual set forth below in person, delivered to a nationally recognized overnight courier service properly addressed and with delivery charges prepaid, delivered to the United States Postal Service properly addressed and with proper postage prepaid, transmitted by facsimile with confirmation of successful transmission, or transmitted by email. Either Party may change at any time the individual authorized to receive notice, an address, telephone number or email address by providing notice to the other Party.

If to Interconnecting Customer, to:	If to the Transmission Provider, to:
_____	Idaho Power Company
_____	Delivery Business Unit
_____	1221 West Idaho Street
_____	Boise, ID 83702
_____	Attn: Rowena Bishop
_____	ph 208.388.2658
_____	fax 208.388.5504
_____	Email: rbishop@idahopower.com

- 18.0 Entire Agreement. This Agreement and its Attachments constitutes the complete agreement between the Parties concerning its subject matter and supersedes all previous communications, negotiation, and agreements, whether oral or written, with respect to this Agreement. None of the terms

or obligations under this Agreement may be changed or waived in any manner whatsoever by an action or inaction of either Party unless in a writing duly executed by the Parties. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions in any jurisdiction, and shall not invalidate or render unenforceable such provision in any other jurisdiction.

19.0 Dispute Resolution. Any dispute between Transmission Provider and Interconnection Customer involving the provisions of this Agreement shall be referred to a senior representative of Transmission Provider and a senior representative of Interconnection Customer for resolution on an informal basis as promptly as practicable.

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.

Transmission Provider:

Idaho Power Company - Delivery

By: _____

Printed: _____

Title: _____

Date: _____

Interconnection Customer:

By: _____

Printed: _____

Title: _____

Date: _____

Attachment A

**INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR
CONDUCTING THE INTERCONNECTION FACILITIES STUDY**

Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to 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, or
- One hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

Attachment B

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

1. Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.
2. One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections:
3. On the one line diagram indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)
4. On the one line diagram indicate the location of auxiliary power. (Minimum load on CT/PT) Amps
5. Will an alternate source of auxiliary power be available during CT/PT maintenance?
 Yes No
6. 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 diagram).
7. What type of control system or PLC will be located at Interconnection Customer's Large Generating Facility?

8. What protocol does the control system or PLC use?

9. Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.
10. Physical dimensions of the proposed interconnection station:
