

## INTERCONNECTION FEASIBILITY STUDY AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, 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 \_\_\_\_\_, also known as Project # \_\_\_\_ ; and

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

**WHEREAS**, Interconnection Customer has requested Transmission Provider to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed 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 Standard Large Generator Interconnection Procedures ("LGIP") Attachment M, Idaho Power Company, FERC Electric Tariff, Original Volume No. 6.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of the LGIP in accordance with the Tariff.
- 3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

- 4.0 The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in the Interconnection Request, as may be modified as the result of the Scoping Meeting. 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 Feasibility Study and as designated in accordance with Section 3.3.4 of the LGIP. If, after the designation of the Point of Interconnection pursuant to Section 3.3.4 of the LGIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.
- 5.0 The Interconnection Feasibility Study report shall provide the following information:
- preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
  - preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection; and
  - preliminary description and non-bonding estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit and power flow issues.
- 6.0 In lieu of Feasibility Study deposit, Interconnection Customer agrees that study funds will be drawn from the application fee for the performance of the Interconnection Feasibility Study.
- Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Feasibility 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 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.

8.0 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.

9.0 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.

Transmission Provider shall be responsible for performance and cost of work specified in Attachment A; provided however, that such work shall be performed in accordance with and subject to, Interconnection Customer’s right to final review and acceptance, which shall not unreasonably be withheld.

10.0 Standard of Care and Remedies. If any of Transmission Provider’s work under this Agreement does not comply with Good Utility Practice including standard design requirements specified in the NERC Facility Connection Requirements, dated January 19, 2006, Transmission Provider will, upon written notice from Interconnection Customer, promptly re-perform the work at Transmission Provider’s sole cost.

In no event will Transmission Provider or Interconnecting Customer or any of their 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.

11.0 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.

- 12.0 Amendment. This Agreement may not be modified except by mutual agreement by a signed document duly executed by both Parties.
- 13.0 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.
- 14.0 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.
- 15.0 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.
- 16.0 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.
- 17.0 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.
- 18.0 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:

Company name _____	2 <sup>nd</sup> contact info (if applicable) _____
_____	_____
Attn: _____	_____
title _____	_____
Ph _____	Ph _____
Fax _____	Fax _____
Email: _____	Email: _____

If to the Transmission Provider, to:

Idaho Power Company  
1221 West Idaho Street  
Boise, ID 83702  
Attn: Rowena Bishop  
Ph 208.388.2658  
Fax 208.388.5504  
Email: [rbishop@idahopower.com](mailto:rbishop@idahopower.com)

- 19.0 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.
- 20.0 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:**

\_\_\_\_\_  
**[CUSTOMER NAME]**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

**Attachment A**

**ASSUMPTIONS USED IN CONDUCTING THE  
INTERCONNECTION FEASIBILITY STUDY**

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on \_\_\_\_\_:

Designation of Point of Interconnection and configuration to be studied.  
Designation of alternative Point(s) of Interconnection and configuration.

[to be provided by Customer]

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