

ATTACHMENT A

**NOTICE
PACIFIC POWER & LIGHT COMPANY**

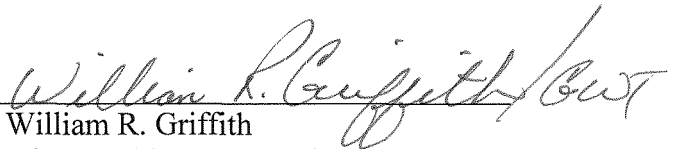
In accordance with Washington Law (including without limitation RCW 80.28.050 and -060) and the Washington Utilities and Transportation Commission's (Commission) Rules & Regulations, Pacific Power & Light Company (Company) has filed with the Commission the original tariff schedules for electric service in the State of Washington.

Overview

The Company is requesting to revise Schedule 136, Interconnection Tariff, to reflect the revisions required from the rule changes to WAC 480-108 in Docket No. UE-112133 and General Order R-571.

DATED: December 12, 2013

PACIFIC POWER & LIGHT COMPANY

By 
William R. Griffith
Vice President, Regulation

ATTACHMENT B

The proposed tariff sheets to be revised in Pacific Power & Light Company's currently effective Tariff WN U-75 are designated as follows:

First Revision of Sheet No. 136.1	Schedule 136	Interconnection Tariff
First Revision of Sheet No. 136.2	Schedule 136	Interconnection Tariff
First Revision of Sheet No. 136.3	Schedule 136	Interconnection Tariff
First Revision of Sheet No. 136.4	Schedule 136	Interconnection Tariff
First Revision of Sheet No. 136.5	Schedule 136	Interconnection Tariff
First Revision of Sheet No. 136.6	Schedule 136	Interconnection Tariff
First Revision of Sheet No. 136.7	Schedule 136	Interconnection Tariff
First Revision of Sheet No. 136.8	Schedule 136	Interconnection Tariff
First Revision of Sheet No. 136.9	Schedule 136	Interconnection Tariff
First Revision of Sheet No. 136.10	Schedule 136	Interconnection Tariff
Original Sheet No. 136.11	Schedule 136	Interconnection Tariff
Original Sheet No. 136.12	Schedule 136	Interconnection Tariff
Original Sheet No. 136.13	Schedule 136	Interconnection Tariff
Original Sheet No. 136.14	Schedule 136	Interconnection Tariff
Original Sheet No. 136.15	Schedule 136	Interconnection Tariff
Original Sheet No. 136.16	Schedule 136	Interconnection Tariff
Original Sheet No. 136.17	Schedule 136	Interconnection Tariff

ATTACHMENT C

ATTACHMENT C

For the State of Washington
SMALL GENERATOR INTERCONNECTION REQUEST (Tier 2)
(Application Form)

Transmission Provider: PacifiCorp

Designated Contact Person: Graham Retzlaff

Address (for U.S. Mail Deliveries): P. O. Box 2757 Portland, OR 97208-2757

Address (for All Other Deliveries): 825 NE Multnomah Street, Suite 550 Portland, Or 97239

Telephone Number: (503) 813-6126

Fax: (503) 813-5767

E-Mail Address: graham.retzlaff@pacificorp.com

An Interconnection Request is considered complete when it provides all applicable and correct information required below.

Preamble and Instructions

An Interconnection Customer who requests an interconnection governed by Chapter 480-108-030 of the Washington Administrative Code must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the Transmission Provider.

Pursuant to WAC 480-108-030, PacifiCorp would like to inform the potential Interconnection Customer that certain segments of PacifiCorp's Electrical system may operate near the upper-limit of the acceptable ANSI voltage range. This operation may cause Interconnection Customer equipment to not operate as intended/advertised.

Processing Fee or Deposit:

The Interconnection Customer shall submit to the Transmission Provider a deposit not to exceed \$500 towards the cost of the first study.

Interconnection Customer Information

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Application is for: _____ New Small Generating Facility
 _____ Capacity addition to Existing Small Generating Facility

If capacity addition to existing facility, please describe: _____

Will the Small Generating Facility be used for any of the following?

- Net Metering? Yes ___ No ___
- To Supply Power to the Interconnection Customer? Yes ___ No ___
- To Supply Power to Others? Yes ___ No ___

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

(Local Electric Service Provider*)

(Existing Account Number*)

[*To be provided by the Interconnection Customer if the local electric service provider is different from the Transmission Provider]

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Requested Point of Interconnection: _____

Interconnection Customer's Requested In-Service Date: _____

Small Generating Facility Information

Data apply only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source: Solar Wind Hydro Hydro Type (e.g. Run-of-River): _____
 Diesel Natural Gas Fuel Oil Other (state type) _____

Prime Mover: Fuel Cell Recip Engine Gas Turb Steam Turb
 Microturbine PV Other

Type of Generator: Synchronous Induction Inverter

Generator Nameplate Rating: _____ kW (Typical) Generator Nameplate kVAR: _____

Interconnection Customer or Customer-Site Load: _____ kW (if none, so state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package? Yes No

Generator (or solar collector)
 Manufacturer, Model Name & Number: _____
 Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____
 Nameplate Output Power Rating in kVA: (Summer) _____ (Winter) _____

Individual Generator Power Factor
 Rated Power Factor: Leading: _____ Lagging: _____

Total Number of Generators in wind farm to be interconnected pursuant to this
 Interconnection Request: _____ Elevation: _____ Single phase Three phase

Inverter Manufacturer, Model Name & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous or RMS?

Harmonics Characteristics: _____

Start-up requirements: _____

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____
 (*) Neutral Grounding Resistor (If Applicable): _____

Induction Generators:

Motoring Power (kW): _____
 I_2^2t or K (Heating Time Constant): _____
 Rotor Resistance, Rr: _____
 Stator Resistance, Rs: _____
 Stator Reactance, Xs: _____
 Rotor Reactance, Xr: _____
 Magnetizing Reactance, Xm: _____
 Short Circuit Reactance, Xd": _____
 Exciting Current: _____
 Temperature Rise: _____
 Frame Size: _____
 Design Letter: _____
 Reactive Power Required In Vars (No Load): _____
 Reactive Power Required In Vars (Full Load): _____
 Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact the Transmission Provider prior to submitting the Interconnection Request to determine if the specified information above is required.

Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling? ___ Yes ___ No

Will the transformer be provided by the Interconnection Customer? ___ Yes ___ No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: ___ single phase ___ three phase? Size: _____ kVA
 Transformer Impedance: _____ % on _____ kVA Base

If Three Phase:

Transformer Primary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded
 Transformer Secondary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded
 Transformer Tertiary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____
 Load Rating (Amps): _____ Interrupting Rating (Amps): _____ Trip Speed (Cycles): _____

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

Setpoint Function	Minimum	Maximum
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
 Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
 Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
 Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
 Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____
 Type: _____ Accuracy Class: _ Proposed Ratio Connection: _____

Manufacturer: _____
 Type: _____ Accuracy Class: _ Proposed Ratio Connection: _____

Potential Transformer Data (If Applicable):

Manufacturer: _____
 Type: _____ Accuracy Class: _ Proposed Ratio Connection: _____

Manufacturer: _____
 Type: _____ Accuracy Class: _ Proposed Ratio Connection: _____

General Information

Enclose copy of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Is One-Line Diagram Enclosed? ___ Yes ___ No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) _____

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? ___ Yes ___ No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).
 Are Schematic Drawings Enclosed? ___ Yes ___ No

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: _____ Date: _____

ATTACHMENT D

ATTACHMENT D

For the State of Washington
SMALL GENERATOR INTERCONNECTION REQUEST (Tier 3)
(Application Form)

Transmission Provider: PacifiCorp

Designated Contact Person: Graham Retzlaff

Address (for U.S. Mail Deliveries): P. O. Box 2757 Portland, OR 97208-2757

Address (for All Other Deliveries): 825 NE Multnomah Street, Suite 550 Portland, Or 97239

Telephone Number: (503) 813-6126

Fax: (503) 813-5767

E-Mail Address: graham.retzlaff@pacificorp.com

An Interconnection Request is considered complete when it provides all applicable and correct information required below.

Preamble and Instructions

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Pursuant to WAC 480-108-030, PacifiCorp would like to inform the potential Interconnection Customer that certain segments of PacifiCorp's Electrical system may operate near the upper-limit of the acceptable ANSI voltage range. This operation may cause Interconnection Customer equipment to not operate as intended/advertised.

Processing Fee or Deposit:

The Interconnection Customer shall submit to the Transmission Provider a deposit not to exceed \$1,000 towards the cost of the first study.

Interconnection Customer Information

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Application is for: New Small Generating Facility
 Capacity addition to Existing Small Generating Facility

If capacity addition to existing facility, please describe: _____

Will the Small Generating Facility be used for any of the following?

- Net Metering? Yes No
- To Supply Power to the Interconnection Customer? Yes No
- To Supply Power to Others? Yes No

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

(Local Electric Service Provider*)

(Existing Account Number*)

[*To be provided by the Interconnection Customer if the local electric service provider is different from the Transmission Provider]

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Requested Point of Interconnection: _____

Interconnection Customer's Requested In-Service Date: _____

Small Generating Facility Information

Data apply only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source: ___ Solar ___ Wind ___ Hydro Hydro Type (e.g. Run-of-River): _____
___ Diesel ___ Natural Gas ___ Fuel Oil ___ Other (state type) _____

Prime Mover: ___ Fuel Cell ___ Recip Engine ___ Gas Turb ___ Steam Turb
___ Microturbine ___ PV ___ Other

Type of Generator: ___ Synchronous ___ Induction ___ Inverter

Generator Nameplate Rating: _____ kW (Typical) Generator Nameplate kVAR: _____

Interconnection Customer or Customer-Site Load: _____ kW (if none, so state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package? Yes No

Generator (or solar collector)

Manufacturer, Model Name & Number: _____

Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____

Nameplate Output Power Rating in kVA: (Summer) _____ (Winter) _____

Individual Generator Power Factor

Rated Power Factor: Leading: _____ Lagging: _____

Total Number of Generators in wind farm to be interconnected pursuant to this

Interconnection Request: _____ Elevation: _____ Single phase Three phase

Inverter Manufacturer, Model Name & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous or RMS?

Harmonics Characteristics: _____

Start-up requirements: _____

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____

(*) Neutral Grounding Resistor (If Applicable): _____

Synchronous Generators:

Direct Axis Synchronous Reactance, X_d : _____ P.U.
 Direct Axis Transient Reactance, X'_d : _____ P.U.
 Direct Axis Subtransient Reactance, X''_d : _____ P.U.
 Negative Sequence Reactance, X_2 : _____ P.U.
 Zero Sequence Reactance, X_0 : _____ P.U.
 KVA Base: _____
 Field Volts: _____
 Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____
 $I_2^2 t$ or K (Heating Time Constant): _____
 Rotor Resistance, R_r : _____
 Stator Resistance, R_s : _____
 Stator Reactance, X_s : _____
 Rotor Reactance, X_r : _____
 Magnetizing Reactance, X_m : _____
 Short Circuit Reactance, X_d'' : _____
 Exciting Current: _____
 Temperature Rise: _____
 Frame Size: _____
 Design Letter: _____
 Reactive Power Required In Vars (No Load): _____
 Reactive Power Required In Vars (Full Load): _____
 Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact the Transmission Provider prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling? ___ Yes ___ No

Will the transformer be provided by the Interconnection Customer? ___ Yes ___ No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: ___ single phase ___ three phase? Size: _____ kVA
 Transformer Impedance: _____ % on _____ kVA Base

If Three Phase:

Transformer Primary: _____ Volts ___ Delta ___ Wye ___ Wye Grounded
 Transformer Secondary: _____ Volts ___ Delta ___ Wye ___ Wye Grounded
 Transformer Tertiary: _____ Volts ___ Delta ___ Wye ___ Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____
 Load Rating (Amps): _____ Interrupting Rating (Amps): _____ Trip Speed (Cycles): _____

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

Setpoint Function	Minimum	Maximum
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
 Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
 Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
 Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
 Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____
 Type: _____ Accuracy Class: _ Proposed Ratio Connection: _____

Manufacturer: _____
 Type: _____ Accuracy Class: _ Proposed Ratio Connection: _____

Potential Transformer Data (If Applicable):

Manufacturer: _____
 Type: _____ Accuracy Class: _ Proposed Ratio Connection: _____

Manufacturer: _____
 Type: _____ Accuracy Class: _ Proposed Ratio Connection: _____

General Information

Enclose copy of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Is One-Line Diagram Enclosed? ___ Yes ___ No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) _____

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? ___ Yes ___ No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).

Are Schematic Drawings Enclosed? ___ Yes ___ No

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: _____ Date: _____

ATTACHMENT E

Attachment E

**ENGINEERING AND CONSTRUCTION AGREEMENT
WASHINGTON INTERCONNECTION**

This **ENGINEERING AND CONSTRUCTION AGREEMENT** (“E&C Agreement”), entered into this ___ day of _____, 20__, by and between PacifiCorp Transmission Services (“Company”) and [_____] (“Interconnection Customer”) for work to be performed in relation to Interconnection Customer’s proposed _____ kW generation facility (“Generating Facility”) located in _____. Interconnection Customer and Company each may be referred to individually as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, Company provides Generation Interconnection Service on its Electrical System;

WHEREAS, Interconnection Customer is in the process of developing a site that includes lands in [_____] and for which Interconnection Customer has made application to Company for the interconnection of [_____] megawatts of electrical generation facilities upon such lands pursuant to request [_____] (the “Project”);

WHEREAS, upon the request by the Interconnection Customer, Company offers an E&C Agreement that authorizes Company to begin work described herein necessary for the establishment of the interconnection;

WHEREAS, the Parties recognize that this Agreement does not have the effect of altering Interconnection Customer’s position in Company’s generator interconnection queue or the projected in-service date for the Project; and

NOW THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

Agreement

1. Definitions. Terms with initial capitalization shall have the meaning assigned in this Section 1 or in the recitals or body of this E&C Agreement. If terms with initial capitalization are not defined in this E&C Agreement, they shall have the meaning assigned in WAC 480-108-010.

“Interconnection Service” shall mean the service provided by Company associated with interconnecting Interconnection Customer’s Generating Facility to Company’s Electric System and enabling Company to receive electric energy and capacity from the Generating Facility.

“Project Costs” shall mean all reasonable costs, charges, and expenses incurred by Company in design and engineering work for the facilities necessary to provide Interconnection Service to the Generating Facility and procurement of any related materials, including all of Company’s reasonable internal costs, overheads, expenses, and cost of supplies, and any other amounts owed

to Company under terms of this E&C Agreement, including without limitation, all reasonable costs incurred by Company in performing the Scope of Work.

“Scope of Work” shall mean the work described in Appendix A to the E&C Agreement.

2. **Effective Date, Term and Termination.** This Agreement shall be effective upon execution by both Parties, and shall remain in effect until 90 days after the earliest of the following to occur:

- (a) Termination of the Agreement as provided in Section 10 of this Agreement (Authorization of Additional Amounts for Project Costs); or
- (b) Termination of the Agreement as provided in Section 11 of this Agreement (Right to Stop Work).

Notwithstanding the foregoing, the provisions of this Agreement necessary to ensure payment of amounts due hereunder by one Party to the other Party shall continue in effect until each Party has satisfied its payment obligations to the other, if any.

3. **Engineering and Construction Services to Be Provided.** Execution of this Agreement shall not obligate Company to perform any construction work, acquire easements, or to undertake any other obligations not expressly set forth in Company’s Scope of Work. In accordance with the terms of this Agreement and provided that Interconnection Customer (a) is not in default under the terms of this Agreement, or (b) has not failed to comply with any prerequisites specified by PacifiCorp’s standard operating procedures for processing interconnection requests. Company shall commence the engineering services as further described herein (“Engineering Services”) and the construction services as further described herein (“Construction Services”).

Engineering Services shall mean the services set out in Exhibit A and shall also include such other services as Company believes are reasonably necessary to engineer and design the Interconnection Facilities and Network Upgrades. Engineering Services shall also include the services of any consultant or professional engineering firms that may be retained by Interconnection Customer, except that Interconnection Customer may retain only those consultants or professional engineering firms approved by the Company. Company shall timely review such professional engineering firms.

Construction Services shall mean the services set out in Exhibit A and shall also include such other services as Company believes are reasonably necessary to specify, obtain bids, place purchase orders and otherwise to procure materials, equipment and contractors in connection therewith for the completion of the Interconnection Facilities and Network Upgrades.

The Engineering Services and Construction Services shall be collectively referred to herein as the “Services.”

4. **Modification of Services.** The Parties acknowledge and accept that the estimates and scope of Services described in Exhibit A are not binding on the part of Company and that Exhibit A may require modification to reflect engineering requirements of the Interconnection Facilities or Network Upgrades based on detailed Engineering Services. Such modifications shall include those deemed reasonably necessary by the Company in preparation for the

construction of the Interconnection Facilities. Interconnection Customer, and anyone claiming by, through or under Interconnection Customer, hereby waives its right to recover from and fully and irrevocably releases Company from any and all claims, responsibility and/or liability that Interconnection Customer may now have or hereafter acquire against Company for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to such modifications.

5. **Performance Standards.** Each Party shall perform all its obligations under this Agreement in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in breach of this Agreement for compliance therewith. Notwithstanding anything in this Agreement to the contrary, in no event shall Company be responsible under the terms of this Agreement for any delay in completion of the requested Services.

6. **Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to perform all its obligations under this Agreement.

7. **Lands of Other Property Owners.** If any part of the Interconnection Facilities or Network Upgrades are to be installed on property owned by or under the control of persons other than Interconnection Customer or Company, Interconnection Customer shall at its own expense use efforts to procure from such persons any property rights in fee, perpetual lease, or other property rights in a form acceptable to the Company that are necessary to construct, operate, maintain, test, inspect, replace or remove the Interconnection Facilities or Network Upgrades and upon such property.

8. **Project Costs.** Interconnection Customer shall be responsible to reimburse and pay Company for all costs and expenses reasonably incurred by Company in connection with providing the Services pursuant to this Agreement ("Project Costs"). Project Costs shall include all reasonable and documented costs, charges, and expenses incurred by Company in connection with the performance of the Services, including all of Company's reasonable internal costs, overheads, third-party expenses, and cost of supplies, and any other amounts owed to Company under the terms of this Agreement, including without limitation, all reasonable costs incurred by Company in performing the activities described in Exhibit A, Scope of Work. Interconnection Customer shall pay Company for all Project Costs incurred, subject to the terms of this Agreement, including any additional costs incurred under Section 4 of this Agreement, Modification of Services. Interconnection Customer hereby authorizes Company to incur Project Costs in an initial amount of up to \$[] (the "Authorized Amount").

9. **Payment of Estimated Project Costs.** Interconnection Customer shall pay Company for all Project Costs incurred, subject to the terms of this E&C Agreement. Interconnection Customer hereby authorizes Company to incur Project Costs in an initial amount of \$[]. Company shall notify Interconnection Customer when it determines the Project Costs will exceed the Prepayment and shall specify the estimated amount by which such Project Costs will exceed the Prepayment.

10. Authorization of Additional Amounts for Project Costs. In the event that Company determines Project Costs may exceed the Authorized Amount, Company shall notify Interconnection Customer and request that Interconnection provide written approval authorizing such additional amounts for Project Costs within thirty (30) days of such notice. Company's obligation to proceed with the Services associated with such additional amounts shall be contingent upon receipt of such approval, along with a prepayment in such additional amount. Interconnection Customer shall be responsible for such Project Costs, as increased pursuant to such written authorization. If Interconnection Customer does not authorize such additional amounts within such thirty (30) day period, this Agreement shall terminate after Company gives Interconnection Customer written notice and an additional fifteen (15) days to cure.

11. Prepayment. Upon execution of this Agreement, Interconnection Customer shall tender to Company prepayment of Project Costs in the amount of \$[_____] (the "Prepayment"). Company's obligation to proceed with the Services shall be contingent upon receipt of the Prepayment.

12. Billing and Disputes. Company shall provide Interconnection Customer with an invoice listing services performed and amounts due hereunder, showing credit for any prepayment of Project Costs made by Interconnection Customer. Interconnection Customer shall pay amounts due within thirty (30) days of the invoice date. Any refund due from Company shall be paid to Interconnection Customer within thirty (30) days of the invoice date.

If Interconnection Customer disputes any portion of the amount due, Interconnection Customer shall pay the total bill and shall designate the disputed portion, and the dispute shall be resolved in accordance with the below dispute resolution procedures.

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance, such Party (the "Disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). The Notice of Dispute shall describe in detail the nature of the dispute. Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral to third-parties. If the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

13. Right to Stop Work. Interconnection Customer reserves the right, upon seven (7) days advance written notice to Company, to require Company at any time to stop all work by Company pursuant to this Agreement, provided that such stop-work order is the result of suspension or termination of construction of the Generating Facility. Issuance of any such stop-work order shall terminate this Agreement. Upon issuance of any such stop-work order, Interconnection Customer's application for generation interconnection service for the Generating Facility shall be deemed withdrawn.

Upon issuance of any such stop-work order, Interconnection Customer shall be responsible for all Project Costs that Company has incurred prior to the stoppage of work, including, without limitation, any cancellation costs relating to third-party orders or contracts for equipment that is already ordered for the Interconnection Facilities or Network Upgrades, for which Company has incurred expenses and not been reimbursed by Interconnection Customer or when such costs cannot be mitigated. Interconnection Customer shall pay all cancellation costs in accordance with Section 12 below.

14. Indemnification. Subject to the limitations contained in Section 14 below, the Parties shall at all times indemnify, defend, and hold the other Party harmless, from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this Agreement, except in the case of gross negligence or intentional wrongdoing by the indemnified party.

15. Remedies; Waiver; Warranty. Either Party may exercise any or all of its rights and remedies under this Agreement and under any applicable laws, rules and regulations. Company's liability for any action arising out of its activities relating to this Agreement shall be limited to the refund of amounts received hereunder. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY OF THE OTHER PARTY'S ECONOMIC LOSSES, COSTS OR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing. Company warrants that the work it performs hereunder shall be consistent with Good Utility Practice. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND ALL SIMILAR WARRANTIES.

16. Force Majeure. Neither Party shall be subject to any liability or damages for failure to perform their respective obligations hereunder to the extent that such failure is due to causes beyond the control of the Party claiming force majeure protection, including but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. The Party claiming force majeure protection under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

17. Assignment. Neither Party shall assign its rights or delegate its duties under this Agreement to any other entity without the written consent of the other Party, such consent not to be unreasonably withheld. If assigned with consent, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Party making the assignment.

18. Notice. Any notice required to be given hereunder shall be deemed to have been given when it is sent, with postage prepaid, by registered or certified mail, return receipt requested, or upon delivery if delivered by prepaid commercial courier service, to either of the Parties hereto at their respective addresses as follows:

To Interconnection Customer:

[]

To Company:

Rick Vail
 Vice President, Transmission Services
 PacifiCorp
 825 NE Multnomah St, Suite 550
 Portland, Oregon 97232
 Telephone Number: (503) 813-6938

19. Governing Law. Except to the extent preempted by federal law, this Agreement shall in all respects be interpreted, and enforced in accordance with the laws of the State of Washington without reference to rules governing conflicts of laws.

20. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create an agency relationship, association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability or inference of liability to any third party.

21. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason by a court or governmental agency of competent jurisdiction, then the objectionable portions of the provision shall be stricken, and all other provisions of this Agreement shall remain unaffected and in force. The Parties shall be relieved of their obligations only to the extent necessary to eliminate the objectionable portions unless a court or governmental agency of competent jurisdiction holds that the invalidated provision is not separable from the remainder of this Agreement.

22. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

23. Exhibit Incorporated. The Exhibit A to this Agreement, attached hereto, is incorporated and made part of this Agreement.

24. Recitals, Headings. The recitals, headings, and subtitles in this Agreement are for the convenience of the Parties and are not to be used for its construction or interpretation.

25. Complete Agreement; Amendment. This Agreement sets forth the entire Agreement between the Parties on the subject matter of this Agreement, and supersedes all prior Agreements of the Parties with respect to its subject matter. No amendment of any provision of

this Agreement shall be effective unless set forth in a written document signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

PACIFICORP TRANSMISSION SERVICES

[CUSTOMER AND QUEUE #]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A to E&C Agreement**Scope of Work**

Part 1. Subject to the expenditure authorizations granted hereunder and all the other terms and conditions of this E&C Agreement, Company shall perform such detailed engineering and design services as Company deems necessary in preparation for construction of the Interconnection Facilities and System Upgrades to the Company's Electric System identified generally in the results of the System Impact and Interconnection Facilities Study provided to Interconnection Customer on ,20___. Generally, the scope of these design activities will include designing: (Insert Scope)

Part 2. Subject to the expenditure authorizations granted hereunder and all the other terms and conditions of this E&C Agreement, Company may enter into third-party E&C Agreements for the provision of such materials as Company deems necessary in preparation for construction of the Interconnection Facilities and System Upgrades to the Company's Electric System identified generally in the results of the System Impact and Interconnection Facilities Study provided to Interconnection Customer on _____, 20___. Generally, the scope of the procurement activities will include procuring long lead time equipment associated with the scope under the Part 1 design activities.

ATTACHMENT F

**Attachment F
Feasibility Study Agreement**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between _____ (Include Q#), a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and PacifiCorp d.b.a. Pacific Power, a Corporation existing under the laws of the State of Oregon, ("Company"). Interconnection Customer and Company each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Interconnection Customer on _____; and

WHEREAS, Interconnection Customer desires to interconnect the Small Generating Facility with the Company's Distribution System; and

WHEREAS, Interconnection Customer has requested the Company to perform a feasibility study to assess the feasibility of interconnecting the proposed Small Generating Facility with the Company's 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 meanings specified in the standard Washington Part 2 Generator Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the Company shall cause to be performed an interconnection feasibility study to be performed consistent with the standard Washington Part 2 Generator Interconnection Procedures in accordance with Company's Washington Tariff.
- 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. The Company 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 and as designated in accordance with the Washington Part 2 Generator Interconnection Procedures. If the Interconnection Customer modifies its Interconnection Request, the time to complete the feasibility study may be extended by agreement of the Parties.

- 5.0 In performing the study, the Company 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 report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Small 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 Small Generating Facility and to address the identified short circuit and power flow issues.
- 7.0 The feasibility study shall model the impact of the Small 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 Small Generating Facility is being installed.
- 8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.
- 9.0 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.
- 10.0 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.
- 11.0 Any study fees shall be based on the Company'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.
- 12.0 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 Company shall refund such excess within 30 calendar days of the invoice without interest.

13.0 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 Washington (where the Point of Interconnection 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.

14.0 Amendment

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

15.0 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.

16.0 Waiver

16.1 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.

16.2 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 Company. Any waiver of this Agreement shall, if requested, be provided in writing.

17.0 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.

18.0 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.

19.0 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 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.

20.0 Jury Trial

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

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.

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 Company 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.

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

Brian Fritz

Name (Printed):

Name (Printed):

Director, Transmission Services

Title:

Title:

Date:

Date:

**Attachment A to
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.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Company.

ATTACHMENT G

**WASHINGTON GENERATOR
INTERCONNECTION AGREEMENT (WGIA)**

**(For Generating Facilities Subject to
Chapter 480-108 of the Washington Administrative Code and
Larger Than 25 kW But No Larger Than 500 kW)**

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by PacifiCorp d.b.a. Pacific Power ("Company"), and _____ ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Company Information (Pacific Power)

Company: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Interconnection Customer Information

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Interconnection Customer Application No: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all Interconnection Requests submitted under the Washington Generator Interconnection Procedures (WGIP). The WGIP provides for Interconnection of Generation Facilities under Chapter 480-108 of the Washington Administrative Code which governs Interconnection of the Company's Electric System to Generating Facilities with nameplate capacity larger than 25 kilowatts (kW) but no larger than 500 kilowatts (kW).
- 1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Company's Electric System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable entity.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the Company and the Interconnection Customer.

1.5 Responsibilities of the Parties

- 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
- 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.
- 1.5.3 The Company shall construct, operate, and maintain its Electric System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Company and any Affected Systems.
- 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Company and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Company's Electric System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.
- 1.5.6 The Interconnection Customer shall coordinate with any Affected System owners to determine what, if any, impacts the proposed interconnection will have on such Affected System owners and what, if any, mitigation is required to protect such owners to their reasonable satisfaction. The Company shall confirm that the Interconnection Customer has engaged in the required coordination with Affected System owners and the Company shall not allow the Interconnection Customer to interconnect its Generating Facility to the Company's Electric System unless and until the Interconnection Customer has mitigated Affected System impacts to the reasonable satisfaction of Affected System owners. The Company may require

the Interconnection Customer to provide written evidence of coordination with Affected System owners and written evidence of the mitigation required by such owners. Furthermore, the Company may, at its discretion, coordinate with all Affected Systems to support the interconnection. The Interconnection Customer shall pay all costs associated with mitigation reasonably required by Affected System owners.

1.6 Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable control area, including, but not limited to the Oper

1.7 Metering

Unless otherwise determined by the Company, the Interconnection Customer shall be responsible for the Company's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2, 3 and 6 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements. Required metering equipment shall be capable of telephonic meter interrogation. The Interconnection Customer shall obtain, maintain, and pay for, all telephone service required to allow telephonic interrogation of the meter. The form of telephone service selected by the Interconnection Customer must provide reliable data transmission acceptable to the Company.

1.8 Reactive Power

The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Company has established different requirements that apply to all similarly situated generators in the control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

2.1.1 The Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Company of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Company may send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Company a

written test report when such testing and inspection is completed and reimburse the Company for all reasonable expenses incurred by the Company in participating in the testing and inspection of the Generating Facility.

- 2.1.2 The Company shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

- 2.2.1 The Company shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Company shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Company shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.
- 2.2.2 The Interconnection Customer shall not operate its Generating Facility in parallel with the Company's Electric System without prior written authorization of the Company. The Company will provide such authorization once the Company receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

- 2.3.1 Upon reasonable notice, the Company may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Company at least five Business Days prior to conducting any on-site verification testing of the Generating Facility.
- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

- 2.3.3 Interconnection Customer shall bear its own costs and shall reimburse the Company's costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date. If the Parties have entered into a power purchase agreement under which the Company has agreed to purchase the net output of the Generating Facility from the Interconnection Customer for a specified period of time, then this Agreement shall remain effective until the power purchase agreement has been terminated or has expired by its terms (except for any period under which the power purchase agreement has been extended in accordance with any term extension provision, in which case this Agreement shall continue for a commensurate period).

In all other cases, this Agreement shall remain in effect for a period of ten years from the Effective Date.

Notwithstanding the foregoing, if due to any circumstance whatsoever, the Company believes on reasonable grounds that the Generating Facility has come under the jurisdiction of an Open Access Transmission Tariff required by the Federal Energy Regulatory Commission ("FERC"), the Interconnection Customer shall, if required by the Company and within a reasonable time from receiving written notice from the Company of its belief, enter into a replacement interconnection agreement that conforms to a pro-forma interconnection agreement contained in the Company's Open Access Transmission Tariff or an interconnection agreement that is accepted for filing by FERC and this Agreement will immediately terminate in its entirety on execution of the replacement agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Company 20 Business Days written notice.

3.3.2 Either Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3 Upon termination of this Agreement, the Generating Facility will be disconnected from the Company's Electric System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this WGIA or such non-terminating Party otherwise is responsible for these costs under this WGIA.

3.3.4 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions -- "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Company, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Electric System, the Electric System, the Company's Facilities or the Electric Systems or Electric Systems of others to which the Electric System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Company may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Company shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Company promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Company's Electric System, the Company's Electric System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

The Company may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Company's Electric System when necessary for routine maintenance, construction, and repairs on the Company's Electric System or the Company's Electric System. The Company shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Company shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, the Company may suspend interconnection service to effect immediate repairs on the Company's Electric System. The Company shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Company shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The Company shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Company's Electric System, the Company's Electric System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Company may disconnect the Generating Facility. The Company shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Company before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Electric System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Company's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Company's Electric System or Electric System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Company shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with

other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Company.

- 4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Company's Interconnection Facilities.

4.2 Distribution Upgrades

The Company shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Company and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

No portion of this article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2 Network Upgrades

The Company shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Company and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Company elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

- 6.1.1 The Company shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

- 6.1.2 Within three months of completing the construction and installation of the Company's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Company shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities

or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Company for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Company shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Company within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Company shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Company's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Company, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Company and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Company's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Company under this Agreement during its term. In addition:

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Company, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Company and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**7.1 Assignment**

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

- 7.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Company of any such assignment;
- 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Company, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Company of any such assignment.
- 7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3 Indemnity

- 7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.
- 7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- 7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

- 7.5.1 As used in this article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control; a Force Majeure Event does not include an act of negligence or intentional wrongdoing."
- 7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party

informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

8.1 The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be for an amount that is reasonably acceptable to the Company taking into account the circumstances and location of the Interconnection Facilities. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Company, except that the Interconnection Customer shall show proof of insurance to the Company no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

- 8.2 The Company agrees to maintain general liability insurance or self-insurance consistent with the Company's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Company's liabilities undertaken pursuant to this Agreement.
- 8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

- 9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
- 9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 9.3 Notwithstanding anything in this article to the contrary and only to the extent consistent with the applicable state rules and regulations, if a state regulatory body, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the state regulatory body, within the time provided for in the request for information. In providing the information to the state regulatory body, the Party may request that the information be treated as confidential and non-public by the state regulatory body and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to the state regulatory body. The Party shall notify the other Party to this Agreement when it is notified by the state regulatory body that a request to release Confidential Information has been received by the state regulatory body, at which time either of the Parties may respond before such information would be made public.

Article 10. Disputes

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.
- 10.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may initiate non-binding mediation under the American Arbitration Association's Commercial Mediation Rules in an attempt to resolve the dispute.
- 10.4 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.
- 10.5 If neither Party elects to attempt mediation or if the attempted mediation fails then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement and the terms of the Company's Distribution Generation Interconnection Procedures.

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Company's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous**12.1 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 _____ (where the Point of Interconnection 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.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under article 12.12 of this Agreement.

12.3 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.

12.4 Waiver

12.4.1 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.

12.4.2 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, if any, to obtain an interconnection from the Company. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 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.

12.7 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.

12.8 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 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.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All electric providers, market participants, and Interconnection Customers interconnected to electric systems are expected to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 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.

12.11.1 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 Company 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.

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

12.12 Reservation of Rights

The Company shall have the right to make a unilateral filing with the appropriate state utility commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation or any applicable provision of state or federal law and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the appropriate state utility commission to modify this Agreement under any applicable provision of state or federal law and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the appropriate state utility commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the appropriate state utility commission under state or federal law and regulations, except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: ____
 Phone: _____ Fax: _____

If to the Company:

Company: _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: ____
 Phone: _____ Fax: _____

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: ____

Company: _____
 Attention: _____
 Address: _____

City: _____ State: _____ Zip: _____

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____

If to the Company:

Company: _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____

Company's Operating Representative:

Company's: _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____

13.5 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Company

Name: _____

Title: _____

Date: _____

For the Interconnection Customer

Name: _____

Title: _____

Date: _____

Attachment 1 to WGIA

Glossary of Terms

Affected System – An electric system other than the Company’s Electric System or Electric System that may be affected by the proposed interconnection.

Agreement – The Company’s Distribution Generator Interconnection Agreement or WGIA.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day – Monday through Friday, excluding Federal Holidays.

Company – PacifiCorp, Pacific Power or Rocky Mountain Power, as appropriate.

Default – The failure of a breaching Party to cure its breach under the Distribution Generator Interconnection Agreement.

Distribution Upgrades – The additions, modifications, and upgrades to the Company’s Electric System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

Electric System – The Company’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Electric Systems operate differ among areas but unless otherwise determined by the Company does not exceed 45 kV. The Electric System is an aspect of, and interconnected with, the Company’s larger electric power system that includes the Company’s Electric System.

Generating Facility - The Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their

respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Company, or any Affiliate thereof.

Interconnection Customer – Any entity that proposes to interconnect its Generating Facility with the Company's Electric System.

Interconnection Facilities – The Company's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Company's Electric System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Request – The Interconnection Customer's request, in accordance with the Company's Distribution Generator Interconnection Procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Company's Electric System.

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Network Upgrades – Additions, modifications, and upgrades to the Company's Electric System required to accommodate the impacts on the Company's Electric System resulting from the interconnection of the Generating Facility with the Company's Electric System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, Independent System Operator, control area, or the Company's requirements, including those set forth in the Distribution Generator Interconnection Agreement.

Party or Parties – The Company, Interconnection Customer or both.

Point of Interconnection – The point where the Interconnection Facilities connect with the Company's Electric System.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Distribution Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Tariff - The Company Tariff through which the Washington Part 2 Generator Interconnection Process and associated Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

Transmission System - The facilities owned, controlled or operated by the Company that are used to provide transmission service.

Upgrades - The required additions and modifications to the Company's Electric System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Washington Part 2 Generator Interconnection Procedures (WP2GIP) - The Company's procedures consistent with Part 2 of Chapter 480-108 of the Washington Administrative Code for processing requests to interconnect the Company's Electric System with a Generating Facility with capacity greater than 300 kW but no greater than 20 MW. The WP2GIP is found in the Company's Tariff.

Attachment 2 to WGIA

**Description and Costs of the Generating Facility,
Interconnection Facilities, and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer or the Company. The Company will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

Attachment 3 to WGIA

**One-line Diagram Depicting the Generating Facility, Interconnection
Facilities, Metering Equipment, and Upgrades**

Attachment 4 to WGIA

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____

Agreed to by:

For the Company _____ Date _____

For the System Owner (If Applicable) _____ Date _____

For the Interconnection Customer _____ Date _____

Attachment 5 to WGIA

**Additional Operating Requirements for the Company's Electric System and Affected Systems
Needed to Support the Interconnection Customer's Needs**

The Company shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Company's Electric System.

Attachment 6 to WGIA

**Company's Description of its Upgrades
and Best Estimate of Upgrade Costs**

The Company shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades.

ATTACHMENT H

**Attachment H
System Impact Study Agreement**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between _____ (Include Q#), a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and PacifiCorp d.b.a. Pacific Power, a Corporation existing under the laws of the State of Oregon, ("Company"). Interconnection Customer and Company each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the Company's Electrical System;

WHEREAS, the Company has completed a feasibility 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 Company to perform a system impact study(s) to assess the impact of interconnecting the Small Generating Facility with the Company's Electrical 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 meanings specified in the Washington Part 2 Generator Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the Company shall cause to be performed a system impact study to be performed consistent with the Washington Part 2 Generator Interconnection Procedures in accordance with Company's Washington Tariff.
- 3.0 The scope of a system impact study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 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 Company 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 Interconnection, Interconnection Request, or the technical

information provided therein is modified, the time to complete the system impact study may be extended.

- 5.0 A distribution system impact study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.
- 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, and the Company has 20 additional Business Days to complete a system impact study requiring review by Affected Systems.
- 7.0 If the Company uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the system impact study shall consider all generating facilities (and with respect to paragraph 7.3 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 Company's electric system; or
 - 7.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and
 - 7.3 Have a pending higher queued Interconnection Request to interconnect with the Transmission Provider's electric system.
- 8.0 A distribution system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 30 Business Days after this Agreement is signed by the Parties. A Distribution System impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 45 Business Days after this Agreement is signed by the Parties, or in accordance with the Company's queuing procedures.
- 9.0 A deposit of the equivalent of the good faith estimated cost of a distribution system impact study and the one half the good faith estimated cost of a Distribution System impact study may be required from the Interconnection Customer.
- 10.0 Any study fees shall be based on the Company'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.
- 11.0 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 Company shall refund such excess within 30 calendar days of the invoice without interest.

12.0 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 Washington (where the Point of Interconnection 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.

13.0 Amendment

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

14.0 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.

15.0 Waiver

15.1 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.

15.2 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 Company Any waiver of this Agreement shall, if requested, be provided in writing.

16.0 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.

17.0 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 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 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 Jury Trial

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

22.0 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.

22.1 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 Company 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.

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

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

Brian Fritz

Name (Printed):

Name (Printed):

Director, Transmission Services

Title:

Title:

Date:

Date:

**Attachment A to
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 in accordance with the Washington Part 2 Generator Interconnection Procedures, and the following assumptions:

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

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

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Company.

ATTACHMENT I

Attachment I

Certificate of Completion

Generating Facility Interconnection Pursuant to WAC 480-108-050 et seq.

Is the Generating Facility owner-installed? Yes _ No _

Interconnection Customer: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Address of the Generating Facility (if different from above):

City: _____ State: _____ Zip Code: _____

Telephone: (Day) _____ (Evening) _____

Fax: _____ Email: _____

Electrician

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (Day) _____ (Evening) _____

Fax: _____ Email: _____

License number: _____

Date approval to install Generating Facility granted by Company: _____

Application **ID** number: _____

Inspection

The Generating Facility has been installed and inspected in compliance with the local building/electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with the signed electrical permit to (Insert Company information below):

Name: _____

Company: _____

Address: _____

City, state, zip: _____

Fax: _____

Approval to energize the Generating Facility (for Company use only):

Energizing the Generating Facility is approved contingent upon the Terms and Conditions set forth in the Interconnection Agreement and WAC 480-108-001 et seq.

Company Signature: _____

Title: _____ Date: _____

ATTACHMENT J

**Attachment J
Facilities Study Agreement**

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between _____ (Include Q#), a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and PacifiCorp d.b.a. Pacific Power, a Corporation existing under the laws of the State of Oregon, ("Company"). Interconnection Customer and Company each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the Company's Electrical System; and

WHEREAS, the Company 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 Company 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 Small Generating Facility with the Company's Electrical 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 the Washington Part 2 Generator Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the Company shall cause a facilities study to be performed consistent with the Washington Part 2 Generator Interconnection Procedures.
- 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 cost of the Company'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 Company 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 Small 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 Company'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.
- 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 Company shall refund such excess within 30 calendar days of the invoice without interest.
- 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 Washington (where the Point of Interconnection 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.
- 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, 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 Company. 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 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 Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED

19.0 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.

- 19.1 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 Company 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.
- 19.2 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

Brian Fritz

Name (Printed):

Name (Printed):

Director, Transmission Services

Title:

Title:

Date:

Date:

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 Company 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?
Yes _____ No _____
(Please indicate on the one-line diagram).

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

What protocol does the control system or PLC use?

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:

Bus length from generation to interconnection station:

Line length from interconnection station to Company's Electrical System:

Tower number observed in the field. (Painted on tower leg)*:

Number of third party easements required for transmission lines*:

** To be completed in coordination with Company.*

Is the Small Generating Facility located in Company's service area?

Yes _____ No _____ If No, please provide name of local provider:

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers receive back feed power: _____

Generation Testing Date: _____

Commercial Operation Date: _____

ATTACHMENT K

Attachment K**ENGINEERING AND CONSTRUCTION AGREEMENT
WASHINGTON INTERCONNECTION**

This **ENGINEERING AND CONSTRUCTION AGREEMENT** (“E&C Agreement”), entered into this ___ day of _____, 20__, by and between PacifiCorp Transmission Services (“Company”) and [_____] (“Interconnection Customer”) for work to be performed in relation to Interconnection Customer’s proposed _____ kW generation facility (“Generating Facility”) located in _____. Interconnection Customer and Company each may be referred to individually as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, Company provides Generation Interconnection Service on its Electrical System;

WHEREAS, Interconnection Customer is in the process of developing a site that includes lands in [_____] and for which Interconnection Customer has made application to Company for the interconnection of [_____] megawatts of electrical generation facilities upon such lands pursuant to request [_____] (the “Project”);

WHEREAS, Company has provided to Interconnection Customer the results of a system impact study (“System Impact Study”) which identified the facilities necessary for the interconnection of the proposed Generating Facility with Company’s system;

WHEREAS, the Parties completed a facilities study (“Facilities Study”), which further developed and outlined the facilities necessary for the interconnection of the proposed Generating Facility with Company’s system along with an updated estimated cost and time required to construct the proposed interconnection facilities;

WHEREAS, upon the request by the Interconnection Customer, Company offers an E&C Agreement that authorizes Company to begin work described herein necessary for the establishment of the interconnection;

WHEREAS, the Parties recognize that this Agreement does not have the effect of altering Interconnection Customer’s position in Company’s generator interconnection queue or the projected in-service date for the Project; and

NOW THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

Agreement

1. **Definitions.** Terms with initial capitalization shall have the meaning assigned in this Section 1 or in the recitals or body of this E&C Agreement. If terms with initial capitalization are not defined in this E&C Agreement, they shall have the meaning assigned in WAC 480-108-010.

“Interconnection Service” shall mean the service provided by Company associated with interconnecting Interconnection Customer’s Generating Facility to Company’s Electric System and enabling Company to receive electric energy and capacity from the Generating Facility.

“Project Costs” shall mean all reasonable costs, charges, and expenses incurred by Company in design and engineering work for the facilities necessary to provide Interconnection Service to the Generating Facility and procurement of any related materials, including all of Company’s reasonable internal costs, overheads, expenses, and cost of supplies, and any other amounts owed to Company under terms of this E&C Agreement, including without limitation, all reasonable costs incurred by Company in performing the Scope of Work.

“Scope of Work” shall mean the work described in Appendix A to the E&C Agreement.

2. **Effective Date, Term and Termination.** This Agreement shall be effective upon execution by both Parties, and shall remain in effect until 90 days after the earliest of the following to occur:

- (a) Termination of the Agreement as provided in Section 10 of this Agreement (Authorization of Additional Amounts for Project Costs); or
- (b) Termination of the Agreement as provided in Section 11 of this Agreement (Right to Stop Work).

Notwithstanding the foregoing, the provisions of this Agreement necessary to ensure payment of amounts due hereunder by one Party to the other Party shall continue in effect until each Party has satisfied its payment obligations to the other, if any.

3. **Engineering and Construction Services to Be Provided.** Execution of this Agreement shall not obligate Company to perform any construction work, acquire easements, or to undertake any other obligations not expressly set forth in Company’s Scope of Work. In accordance with the terms of this Agreement and provided that Interconnection Customer (a) is not in default under the terms of this Agreement, or (b) has not failed to comply with any prerequisites specified by PacifiCorp’s standard operating procedures for processing interconnection requests. Company shall commence the engineering services as further described herein (“Engineering Services”) and the construction services as further described herein (“Construction Services”).

Engineering Services shall mean the services set out in Exhibit A and shall also include such other services as Company believes are reasonably necessary to engineer and design the Interconnection Facilities and Network Upgrades. Engineering Services shall also include the services of any consultant or professional engineering firms that may be retained by Interconnection Customer, except that Interconnection Customer may retain only those

consultants or professional engineering firms approved by the Company. Company shall timely review such professional engineering firms.

Construction Services shall mean the services set out in Exhibit A and shall also include such other services as Company believes are reasonably necessary to specify, obtain bids, place purchase orders and otherwise to procure materials, equipment and contractors in connection therewith for the completion of the Interconnection Facilities and Network Upgrades.

The Engineering Services and Construction Services shall be collectively referred to herein as the “Services.”

4. Modification of Services. The Parties acknowledge and accept that the estimates and scope of Services described in Exhibit A are not binding on the part of Company and that Exhibit A may require modification to reflect engineering requirements of the Interconnection Facilities or Network Upgrades based on detailed Engineering Services. Such modifications shall include those deemed reasonably necessary by the Company in preparation for the construction of the Interconnection Facilities. Interconnection Customer, and anyone claiming by, through or under Interconnection Customer, hereby waives its right to recover from and fully and irrevocably releases Company from any and all claims, responsibility and/or liability that Interconnection Customer may now have or hereafter acquire against Company for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to such modifications.

5. Performance Standards. Each Party shall perform all its obligations under this Agreement in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in breach of this Agreement for compliance therewith. Notwithstanding anything in this Agreement to the contrary, in no event shall Company be responsible under the terms of this Agreement for any delay in completion of the requested Services.

6. Access Rights. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (“Granting Party”) shall furnish at no cost to the other Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to perform all its obligations under this Agreement.

7. Lands of Other Property Owners. If any part of the Interconnection Facilities or Network Upgrades are to be installed on property owned by or under the control of persons other than Interconnection Customer or Company, Interconnection Customer shall at its own expense use efforts to procure from such persons any property rights in fee, perpetual lease, or other property rights in a form acceptable to the Company that are necessary to construct, operate, maintain, test, inspect, replace or remove the Interconnection Facilities or Network Upgrades and upon such property.

8. Project Costs. Interconnection Customer shall be responsible to reimburse and pay Company for all costs and expenses reasonably incurred by Company in connection with providing the Services pursuant to this Agreement (“Project Costs”). Project Costs shall include

all reasonable and documented costs, charges, and expenses incurred by Company in connection with the performance of the Services, including all of Company's reasonable internal costs, overheads, third-party expenses, and cost of supplies, and any other amounts owed to Company under the terms of this Agreement, including without limitation, all reasonable costs incurred by Company in performing the activities described in Exhibit A, Scope of Work. Interconnection Customer shall pay Company for all Project Costs incurred, subject to the terms of this Agreement, including any additional costs incurred under Section 4 of this Agreement, Modification of Services. Interconnection Customer hereby authorizes Company to incur Project Costs in an initial amount of up to \$[] (the "Authorized Amount").

9. Payment of Estimated Project Costs. Interconnection Customer shall pay Company for all Project Costs incurred, subject to the terms of this E&C Agreement. Interconnection Customer hereby authorizes Company to incur Project Costs in an initial amount of \$[]. Company shall notify Interconnection Customer when it determines the Project Costs will exceed the Prepayment and shall specify the estimated amount by which such Project Costs will exceed the Prepayment.

10. Authorization of Additional Amounts for Project Costs. In the event that Company determines Project Costs may exceed the Authorized Amount, Company shall notify Interconnection Customer and request that Interconnection provide written approval authorizing such additional amounts for Project Costs within thirty (30) days of such notice. Company's obligation to proceed with the Services associated with such additional amounts shall be contingent upon receipt of such approval, along with a prepayment in such additional amount. Interconnection Customer shall be responsible for such Project Costs, as increased pursuant to such written authorization. If Interconnection Customer does not authorize such additional amounts within such thirty (30) day period, this Agreement shall terminate after Company gives Interconnection Customer written notice and an additional fifteen (15) days to cure.

11. Prepayment. Upon execution of this Agreement, Interconnection Customer shall tender to Company prepayment of Project Costs in the amount of \$[] (the "Prepayment"). Company's obligation to proceed with the Services shall be contingent upon receipt of the Prepayment.

12. Billing and Disputes. Company shall provide Interconnection Customer with an invoice listing services performed and amounts due hereunder, showing credit for any prepayment of Project Costs made by Interconnection Customer. Interconnection Customer shall pay amounts due within thirty (30) days of the invoice date. Any refund due from Company shall be paid to Interconnection Customer within thirty (30) days of the invoice date.

If Interconnection Customer disputes any portion of the amount due, Interconnection Customer shall pay the total bill and shall designate the disputed portion, and the dispute shall be resolved in accordance with the below dispute resolution procedures.

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance, such Party (the "Disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). The Notice of Dispute shall describe in detail the nature of the dispute. Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral to

third-parties. If the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

13. Right to Stop Work. Interconnection Customer reserves the right, upon seven (7) days advance written notice to Company, to require Company at any time to stop all work by Company pursuant to this Agreement, provided that such stop-work order is the result of suspension or termination of construction of the Generating Facility. Issuance of any such stop-work order shall terminate this Agreement. Upon issuance of any such stop-work order, Interconnection Customer's application for generation interconnection service for the Generating Facility shall be deemed withdrawn.

Upon issuance of any such stop-work order, Interconnection Customer shall be responsible for all Project Costs that Company has incurred prior to the stoppage of work, including, without limitation, any cancellation costs relating to third-party orders or contracts for equipment that is already ordered for the Interconnection Facilities or Network Upgrades, for which Company has incurred expenses and not been reimbursed by Interconnection Customer or when such costs cannot be mitigated. Interconnection Customer shall pay all cancellation costs in accordance with Section 12 below.

14. Indemnification. Subject to the limitations contained in Section 14 below, the Parties shall at all times indemnify, defend, and hold the other Party harmless, from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this Agreement, except in the case of gross negligence or intentional wrongdoing by the indemnified party.

15. Remedies; Waiver; Warranty. Either Party may exercise any or all of its rights and remedies under this Agreement and under any applicable laws, rules and regulations. Company's liability for any action arising out of its activities relating to this Agreement shall be limited to the refund of amounts received hereunder. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY OF THE OTHER PARTY'S ECONOMIC LOSSES, COSTS OR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing. Company warrants that the work it performs hereunder shall be consistent with Good Utility Practice. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND ALL SIMILAR WARRANTIES.

16. Force Majeure. Neither Party shall be subject to any liability or damages for failure to perform their respective obligations hereunder to the extent that such failure is due to causes beyond the control of the Party claiming force majeure protection, including but not

limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. The Party claiming force majeure protection under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

17. Assignment. Neither Party shall assign its rights or delegate its duties under this Agreement to any other entity without the written consent of the other Party, such consent not to be unreasonably withheld. If assigned with consent, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Party making the assignment.

18. Notice. Any notice required to be given hereunder shall be deemed to have been given when it is sent, with postage prepaid, by registered or certified mail, return receipt requested, or upon delivery if delivered by prepaid commercial courier service, to either of the Parties hereto at their respective addresses as follows:

To Interconnection Customer:

[]

To Company:

Rick Vail
Vice President, Transmission Services
PacifiCorp
825 NE Multnomah St, Suite 550
Portland, Oregon 97232
Telephone Number: (503) 813-6938

19. Governing Law. Except to the extent preempted by federal law, this Agreement shall in all respects be interpreted, and enforced in accordance with the laws of the State of Washington without reference to rules governing conflicts of laws.

20. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create an agency relationship, association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability or inference of liability to any third party.

21. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason by a court or governmental agency of competent jurisdiction, then the objectionable portions of the provision shall be stricken, and all other provisions of this Agreement shall remain unaffected and in force. The Parties shall be relieved of their obligations only to the extent necessary to eliminate the objectionable portions unless a court or governmental agency of competent jurisdiction holds that the invalidated provision is not separable from the remainder of this Agreement.

22. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

23. **Exhibit Incorporated.** The Exhibit A to this Agreement, attached hereto, is incorporated and made part of this Agreement.

24. **Recitals, Headings.** The recitals, headings, and subtitles in this Agreement are for the convenience of the Parties and are not to be used for its construction or interpretation.

25. **Complete Agreement; Amendment.** This Agreement sets forth the entire Agreement between the Parties on the subject matter of this Agreement, and supersedes all prior Agreements of the Parties with respect to its subject matter. No amendment of any provision of this Agreement shall be effective unless set forth in a written document signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

PACIFICORP TRANSMISSION SERVICES

[CUSTOMER AND QUEUE #]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A to E&C Agreement**Scope of Work**

Part 1. Subject to the expenditure authorizations granted hereunder and all the other terms and conditions of this E&C Agreement, Company shall perform such detailed engineering and design services as Company deems necessary in preparation for construction of the Interconnection Facilities and System Upgrades to the Company's Electric System identified generally in the results of the System Impact and Interconnection Facilities Study provided to Interconnection Customer on ,20_. Generally, the scope of these design activities will include designing: (Insert Scope)

Part 2. Subject to the expenditure authorizations granted hereunder and all the other terms and conditions of this E&C Agreement, Company may enter into third-party E&C Agreements for the provision of such materials as Company deems necessary in preparation for construction of the Interconnection Facilities and System Upgrades to the Company's Electric System identified generally in the results of the System Impact and Interconnection Facilities Study provided to Interconnection Customer on _____, 20_. Generally, the scope of the procurement activities will include procuring long lead time equipment associated with the scope under the Part 1 design activities.

ATTACHMENT L

**WASHINGTON GENERATOR
INTERCONNECTION AGREEMENT (WGIA)**

**(For Generating Facilities Subject to
Chapter 480-108 of the Washington Administrative Code and
Larger Than 500 kW But No Larger Than 20 MW)**

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by PacifiCorp d.b.a. Pacific Power ("Company"), and _____ ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Company Information (Pacific Power)

Company: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Interconnection Customer Information

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Interconnection Customer Application No: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all Interconnection Requests submitted under the Washington Generator Interconnection Procedures (WGIP). The WGIP provides for Interconnection of Generation Facilities under Chapter 480-108 of the Washington Administrative Code which governs Interconnection of the Company's Electric System to Generating Facilities with nameplate capacity larger than 500 kilowatts (kW) but no larger than 20 megawatts (MW).
- 1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Company's Electric System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable entity.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the Company and the Interconnection Customer.

1.5 Responsibilities of the Parties

- 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
- 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.
- 1.5.3 The Company shall construct, operate, and maintain its Electric System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Company and any Affected Systems.
- 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Company and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Company's Electric System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.
- 1.5.6 The Interconnection Customer shall coordinate with any Affected System owners to determine what, if any, impacts the proposed interconnection will have on such Affected System owners and what, if any, mitigation is required to protect such owners to their reasonable satisfaction. The Company shall confirm that the Interconnection Customer has engaged in the required coordination with Affected System owners and the Company shall not allow the Interconnection Customer to interconnect its Generating Facility to the Company's Electric System unless and until the Interconnection Customer has mitigated Affected System impacts to the reasonable satisfaction of Affected System owners. The Company may require

the Interconnection Customer to provide written evidence of coordination with Affected System owners and written evidence of the mitigation required by such owners. Furthermore, the Company may, at its discretion, coordinate with all Affected Systems to support the interconnection. The Interconnection Customer shall pay all costs associated with mitigation reasonably required by Affected System owners.

1.6 Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable control area, including, but not limited to the Opera

1.7 Metering

Unless otherwise determined by the Company, the Interconnection Customer shall be responsible for the Company's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2, 3 and 6 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements. Required metering equipment shall be capable of telephonic meter interrogation. The Interconnection Customer shall obtain, maintain, and pay for, all telephone service required to allow telephonic interrogation of the meter. The form of telephone service selected by the Interconnection Customer must provide reliable data transmission acceptable to the Company.

1.8 Reactive Power

The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Company has established different requirements that apply to all similarly situated generators in the control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

2.1.1 The Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Company of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Company may send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Company a

written test report when such testing and inspection is completed and reimburse the Company for all reasonable expenses incurred by the Company in participating in the testing and inspection of the Generating Facility.

- 2.1.2 The Company shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

- 2.2.1 The Company shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Company shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Company shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.
- 2.2.2 The Interconnection Customer shall not operate its Generating Facility in parallel with the Company's Electric System without prior written authorization of the Company. The Company will provide such authorization once the Company receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

- 2.3.1 Upon reasonable notice, the Company may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Company at least five Business Days prior to conducting any on-site verification testing of the Generating Facility.
- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

- 2.3.3 Interconnection Customer shall bear its own costs and shall reimburse the Company's costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date. If the Parties have entered into a power purchase agreement under which the Company has agreed to purchase the net output of the Generating Facility from the Interconnection Customer for a specified period of time, then this Agreement shall remain effective until the power purchase agreement has been terminated or has expired by its terms (except for any period under which the power purchase agreement has been extended in accordance with any term extension provision, in which case this Agreement shall continue for a commensurate period).

In all other cases, this Agreement shall remain in effect for a period of ten years from the Effective Date.

Notwithstanding the foregoing, if due to any circumstance whatsoever, the Company believes on reasonable grounds that the Generating Facility has come under the jurisdiction of an Open Access Transmission Tariff required by the Federal Energy Regulatory Commission ("FERC"), the Interconnection Customer shall, if required by the Company and within a reasonable time from receiving written notice from the Company of its belief, enter into a replacement interconnection agreement that conforms to a pro-forma interconnection agreement contained in the Company's Open Access Transmission Tariff or an interconnection agreement that is accepted for filing by FERC and this Agreement will immediately terminate in its entirety on execution of the replacement agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Company 20 Business Days written notice.

3.3.2 Either Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3 Upon termination of this Agreement, the Generating Facility will be disconnected from the Company's Electric System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this WGIA or such non-terminating Party otherwise is responsible for these costs under this WGIA.

3.3.4 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions -- "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Company, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Electric System, the Electric System, the Company's Facilities or the Electric Systems or Electric Systems of others to which the Electric System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Company may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Company shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Company promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Company's Electric System, the Company's Electric System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

The Company may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Company's Electric System when necessary for routine maintenance, construction, and repairs on the Company's Electric System or the Company's Electric System. The Company shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Company shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, the Company may suspend interconnection service to effect immediate repairs on the Company's Electric System. The Company shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Company shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The Company shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Company's Electric System, the Company's Electric System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Company may disconnect the Generating Facility. The Company shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Company before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Electric System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Company's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Company's Electric System or Electric System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Company shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with

other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Company.

- 4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Company's Interconnection Facilities.

4.2 Distribution Upgrades

The Company shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Company and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

No portion of this article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2 Network Upgrades

The Company shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Company and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Company elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

- 6.1.1 The Company shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

- 6.1.2 Within three months of completing the construction and installation of the Company's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Company shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities

or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Company for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Company shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Company within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Company shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Company's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Company, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Company and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Company's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Company under this Agreement during its term. In addition:

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Company, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Company and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**7.1 Assignment**

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

- 7.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Company of any such assignment;
- 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Company, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Company of any such assignment.
- 7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3 Indemnity

- 7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.
- 7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- 7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

- 7.5.1 As used in this article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control; a Force Majeure Event does not include an act of negligence or intentional wrongdoing."
- 7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party

informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

- 7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.
- 7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

- 8.1 The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be for an amount that is reasonably acceptable to the Company taking into account the circumstances and location of the Interconnection Facilities. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Company, except that the Interconnection Customer shall show proof of insurance to the Company no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

- 8.2 The Company agrees to maintain general liability insurance or self-insurance consistent with the Company's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Company's liabilities undertaken pursuant to this Agreement.
- 8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

- 9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
- 9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 9.3 Notwithstanding anything in this article to the contrary and only to the extent consistent with the applicable state rules and regulations, if a state regulatory body, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the state regulatory body, within the time provided for in the request for information. In providing the information to the state regulatory body, the Party may request that the information be treated as confidential and non-public by the state regulatory body and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to the state regulatory body. The Party shall notify the other Party to this Agreement when it is notified by the state regulatory body that a request to release Confidential Information has been received by the state regulatory body, at which time either of the Parties may respond before such information would be made public.

Article 10. Disputes

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.
- 10.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may initiate non-binding mediation under the American Arbitration Association's Commercial Mediation Rules in an attempt to resolve the dispute.
- 10.4 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.
- 10.5 If neither Party elects to attempt mediation or if the attempted mediation fails then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement and the terms of the Company's Distribution Generation Interconnection Procedures.

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Company's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1 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 _____ (where the Point of Interconnection 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.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under article 12.12 of this Agreement.

12.3 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.

12.4 Waiver

12.4.1 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.

12.4.2 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, if any, to obtain an interconnection from the Company. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 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.

12.7 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.

12.8 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 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.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All electric providers, market participants, and Interconnection Customers interconnected to electric systems are expected to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 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.

12.11.1 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 Company 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.

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

12.12 Reservation of Rights

The Company shall have the right to make a unilateral filing with the appropriate state utility commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation or any applicable provision of state or federal law and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the appropriate state utility commission to modify this Agreement under any applicable provision of state or federal law and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the appropriate state utility commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the appropriate state utility commission under state or federal law and regulations, except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: ____
 Phone: _____ Fax: _____

If to the Company:

Company: _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: ____
 Phone: _____ Fax: _____

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: ____

Company: _____
 Attention: _____
 Address: _____

City: _____ State: _____ Zip: _____

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

If to the Company:

Company: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Company's Operating Representative:

Company's: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

13.5 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Company

Name: _____

Title: _____

Date: _____

For the Interconnection Customer

Name: _____

Title: _____

Date: _____

Attachment 1 to WGIA

Glossary of Terms

Affected System – An electric system other than the Company’s Electric System or Electric System that may be affected by the proposed interconnection.

Agreement – The Company’s Distribution Generator Interconnection Agreement or WGIA.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day – Monday through Friday, excluding Federal Holidays.

Company – PacifiCorp, Pacific Power or Rocky Mountain Power, as appropriate.

Default – The failure of a breaching Party to cure its breach under the Distribution Generator Interconnection Agreement.

Distribution Upgrades – The additions, modifications, and upgrades to the Company’s Electric System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

Electric System – The Company’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Electric Systems operate differ among areas but unless otherwise determined by the Company does not exceed 45 kV. The Electric System is an aspect of, and interconnected with, the Company’s larger electric power system that includes the Company’s Electric System.

Generating Facility - The Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their

respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Company, or any Affiliate thereof.

Interconnection Customer – Any entity that proposes to interconnect its Generating Facility with the Company's Electric System.

Interconnection Facilities – The Company's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Company's Electric System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Request – The Interconnection Customer's request, in accordance with the Company's Distribution Generator Interconnection Procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Company's Electric System.

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Network Upgrades – Additions, modifications, and upgrades to the Company's Electric System required to accommodate the impacts on the Company's Electric System resulting from the interconnection of the Generating Facility with the Company's Electric System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, Independent System Operator, control area, or the Company's requirements, including those set forth in the Distribution Generator Interconnection Agreement.

Party or Parties – The Company, Interconnection Customer or both.

Point of Interconnection – The point where the Interconnection Facilities connect with the Company's Electric System.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Distribution Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Tariff - The Company Tariff through which the Washington Part 2 Generator Interconnection Process and associated Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

Transmission System - The facilities owned, controlled or operated by the Company that are used to provide transmission service.

Upgrades - The required additions and modifications to the Company's Electric System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Washington Part 2 Generator Interconnection Procedures (WP2GIP) - The Company's procedures consistent with Part 2 of Chapter 480-108 of the Washington Administrative Code for processing requests to interconnect the Company's Electric System with a Generating Facility with capacity greater than 300 kW but no greater than 20 MW. The WP2GIP is found in the Company's Tariff.

Attachment 2 to WGIA

**Description and Costs of the Generating Facility,
Interconnection Facilities, and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer or the Company. The Company will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

Attachment 3 to WGIA

**One-line Diagram Depicting the Generating Facility, Interconnection
Facilities, Metering Equipment, and Upgrades**

Attachment 4 to WGIA

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____

Agreed to by:

For the Company _____ Date _____

For the System Owner (If Applicable) _____ Date _____

For the Interconnection Customer _____ Date _____

Attachment 5 to WGIA

**Additional Operating Requirements for the Company's Electric System and Affected Systems
Needed to Support the Interconnection Customer's Needs**

The Company shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Company's Electric System.

Attachment 6 to WGIA

**Company's Description of its Upgrades
and Best Estimate of Upgrade Costs**

The Company shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades.

ATTACHMENT M

Attachment M

Certificate of Completion

Generating Facility Interconnection Pursuant to WAC 480-108-050 et seq.

Is the Generating Facility owner-installed? Yes _ No _

Interconnection Customer: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Address of the Generating Facility (if different from above):

City: _____ State: _____ Zip Code: _____

Telephone: (Day) _____ (Evening) _____

Fax: _____ Email: _____

Electrician

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (Day) _____ (Evening) _____

Fax: _____ Email: _____

License number: _____

Date approval to install Generating Facility granted by Company: _____

Application **ID** number: _____

Inspection

The Generating Facility has been installed and inspected in compliance with the local building/electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with the signed electrical permit to (Insert Company information below):

Name: _____

Company: _____

Address: _____

City, state, zip: _____

Fax: _____

Approval to energize the Generating Facility (for Company use only):

Energizing the Generating Facility is approved contingent upon the Terms and Conditions set forth in the Interconnection Agreement and WAC 480-108-001 et seq.

Company Signature: _____

Title: _____ Date: _____

ATTACHMENT N

Service ID #:

Request #:

PACIFIC POWER
Interconnection Agreement for Net Metering Service
Washington (up to 100 kW)

This Agreement dated this _____ day of _____, 20__, by and between PacifiCorp doing business as Pacific Power ("Pacific Power"), and _____, ("Customer-Generator").

Whereas, Customer-Generator owns or intends to install and own an electric energy Generating Facility ("Generating Facility") qualifying for "Net Metering," Rate Schedule No. 135, as given in Pacific Power's currently effective tariff as filed with the Washington Utilities and Transportation Commission, on Customer-Generator's premises located at _____, Washington for the purpose of generating electric energy; and

Now, therefore, the parties agree:

1. **CUSTOMER-GENERATOR SHALL NOT INTERCONNECT THE GENERATING FACILITY TO PACIFIC POWER'S SYSTEM UNTIL PACIFIC POWER SENDS AND CUSTOMER-GENERATOR RECEIVES WRITTEN AUTHORIZATION IN THE FORM OF SECTION 3 OF APPENDIX A TO THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT INTERCONNECTION OF THE GENERATING FACILITY BY CUSTOMER-GENERATOR, ITS AGENTS, OR REPRESENTATIVES PRIOR TO RECEIPT OF PACIFIC POWER'S WRITTEN AUTHORIZATION WILL CREATE POTENTIAL SAFETY AND RELIABILITY ISSUES. CUSTOMER-GENERATOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS PACIFIC POWER AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, COSTS, DAMAGES OR LOSSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING OUT OF ANY SUCH UNAUTHORIZED INTERCONNECTION BY CUSTOMER-GENERATOR.**
2. **Governing Law:** As amended from time to time, the Revised Code of Washington ("RCW"), the Washington Administrative Code ("WAC"), and Pacific Power's Washington tariffs on file with the Washington Utilities and Transportation Commission ("Tariffs") are incorporated by reference and regulate this Agreement. In the event of any conflict between this Agreement and the RCW, WAC, and Pacific Power Tariffs (collectively "Governing Law"), the Governing Law shall control. Pacific Power shall furnish applicable provisions of the RCW, WAC and its Tariffs upon request from the Customer-Generator.
3. **Generating Facility:** Customer-Generator's Generating Facility shall consist of a fuel cell, combined-heat-and-power, water, wind, solar energy, or biogas from animal waste facility designed for the production of electricity located on Customer-Generator's premises, with a capacity of not more than one hundred (100) kilowatts. Customer-Generator shall interconnect and operate said facility in parallel with Pacific Power's transmission and distribution facilities, and said facility is intended primarily to offset part or all of Customer-Generator's own electrical requirements. Customer-Generator's Generating Facility is more specifically described in Section 1 of Appendix A attached hereto, which is hereby incorporated into and made a part of this Agreement.

4. **Term and Termination:** This Agreement shall commence when signed by both Pacific Power and Customer-Generator and terminate with any change in ownership of the Generating Facility or Customer-Generator's premises, except as described in Section 18, "Assignment", or by written agreement signed by both parties. Pacific Power shall also have the right to terminate this Agreement as set forth in Section 11, "Disconnection," below.
5. **Definitions:** All capitalized terms not defined within this Agreement shall have the definitions established in the RCW, WAC or Pacific Power's Tariffs. In case of a conflict between the RCW or WAC and Pacific Power's Tariffs, the RCW or WAC shall control.
6. **Codes and Standards:** The Customer-Generator shall, at its sole expense, conform, operate and maintain the Generating Facility in accordance with all applicable codes and standards for safe and reliable operation. Among these are the National Electrical Code ("NEC"), National Electrical Safety Code ("NESC"), the Institute of Electrical and Electronics Engineers ("IEEE") Standards, American National Standards Institute ("ANSI"), and Underwriters Laboratories ("UL") Standards, and local, state and federal building codes as well as Pacific Power's Electric Service Requirements. The Customer-Generator shall strictly comply with Governing Law and all applicable codes and standards, shall be responsible for all costs associated with such compliance, and shall obtain any permit(s) required by any applicable code or standard for the installation of the Generating Facility on its property.
7. **Metering:** Pacific Power shall install, own and maintain, at its sole expense, all kilowatt-hour meter(s) and associated equipment to measure the flow of energy in each direction, unless otherwise authorized by the Washington Utilities and Transportation Commission. Customer-Generator shall provide, at its sole expense, adequate facilities, including, but not limited to, a current transformer enclosure (if required), meter socket(s) and junction box, for the installation of the meter and associated equipment.

Production Meter: The production meter will measure all energy produced at the Generating Facility. This information is for Customer-Generator use only and may be used for providing production credits if customer is participating in the incentive payment program under WAC 458-20-273. (Customer-Generator **Initial** selected option on the blank space at the beginning of the option and pay the advance given in that option.)

_____ **Install Production Meter.** Customer-Generator hereby consents to the installation, ownership and operation by Pacific Power, at Customer-Generator's expense, of separate generation production metering. See Section 2 (fees) of the Net Metering Application for the upfront costs.

Due upon the Customer-Generator's signing of this Agreement. Customer shall install the necessary meter base.

_____ **Do NOT Install Production Meter.** Customer-Generator does not wish to have Pacific Power install a production meter.

8. Application Fee

Customer-Generator shall bear the cost of the Application fee provided for in the Rule and Pacific Power's Washington Electric Service Schedule 136 or its successor tariff(s). Customer-Generator shall remit payment with the Application as calculated in the Application, Section 2 (Fees).

9. **Price and Payment:** At the end of each billing period, if the energy supplied by Customer-Generator to Pacific Power is less than the energy supplied by Pacific Power to Customer-Generator, Customer-Generator shall be billed using the currently-applicable standard service rate schedule(s) for the net energy amount. If the energy supplied by Customer-Generator to Pacific Power is greater than the energy supplied by Pacific Power, Customer-Generator shall be billed for the appropriate monthly charges and shall be credited for such net energy with a kilowatt-hour credit pursuant to the term's of Pacific Power's Tariffs.

10. **Interconnection:** Customer-Generator shall provide the interconnection facilities on Customer-Generator's side of the meter at its expense. At Customer-Generator's expense, Pacific Power shall make reasonable modifications to Pacific Power's system necessary to accommodate Customer-Generator's Generating Facility and to maintain quality service to Pacific Power's non-generating customers. The cost for such modifications is \$ _____, due upon the Customer-Generator's signing of this Agreement.

The Generating Facility's nominal voltage and phase configuration shall be compatible with Pacific Power's electric system at the Point of Common Coupling. Customer-Generator shall be responsible to protect Customer-Generator's facilities, personnel, loads and equipment. Pacific Power may decline to interconnect the Generating Facility if the Customer-Generator fails to comply with any of the terms and conditions of this Agreement.

11. **Functional Standards:** Customer-Generator shall furnish, install, operate and maintain in good order and repair, all without cost to Pacific Power, all equipment required for the safe operation of the Generating Facility in parallel with Pacific Power's system. This equipment shall include, but not be limited to, equipment necessary to establish automatically and maintain synchronism with Pacific Power's electric supply. The Customer-Generator's Generating Facility shall at all times comply with all applicable power quality standards, including, but not limited to, IEEE Standard 519 Harmonic Limits. The Customer-Generator's Generating Facility shall be designed to operate within allowable voltage variations of Pacific Power's system. The Customer-Generator's Generating Facility shall not cause any adverse effects upon the quality of service provided to Pacific Power's non-generating customers.

Customer-Generator shall provide evidence that the Generating Facility will never result in reverse current flow through Pacific Power's network protectors. The Generating Facility shall be designed to automatically disconnect from Pacific Power's system in the event of overload or outage of Pacific Power's supply, in compliance with NEC 445.10 and 705.40.

12. **Disconnection:** In addition to the automatic disconnection, Customer-Generator shall furnish and install, at its expense, on Customer-Generator's side of the kilowatt-hour meter a UL-approved safety disconnect switch which shall be capable of fully disconnecting the Customer-Generator's energy generating equipment from Pacific Power's electric system, except in cases where:

1. The generating facility has a capacity of 25 kW or less;
2. The generating facility is an inverter-based UL 1741 certified system; and
3. The generation facility is interconnected through a self-contained socket-based meter of 320 amps or less.

The disconnect switch shall be clearly visible from the kilowatt-hour meter and located within three feet of the meter base. The disconnect switch shall be of the visible break type in

a metal enclosure which can be secured by a padlock. The disconnect switch shall be accessible to Pacific Power personnel at all times and shall be identified with metal or plastic engraved signage in compliance with NEC 110.22 and 430.102.

Pacific Power's obligation to interconnect Customer-Generator's Generating Facility is expressly conditioned on Customer-Generator's installation of the disconnect switch described above, and Pacific Power's written acknowledgement that the safety disconnect switch is present as specified above is required before interconnection of the Generating Facility to Pacific Power's electric system.

Pacific Power shall have the right to disconnect the Generating Facility from Pacific Power's system at the disconnect switch: (a) when necessary to maintain safe electrical operating conditions; (b) if the Generating Facility does not meet required codes or standards; (c) if, in Pacific Power's sole judgment, the Generating Facility at any time adversely affects or endangers any person or property, Pacific Power's operation of its electric system, or the quality of Pacific Power's electric service to other customers; (d) in the event of Customer-Generator's failure to maintain its retail electric service account for the loads served at the Generating Facility as active and in good standing; or (e) in the event of Customer-Generator's breach of any provision of this Agreement. In the event that Pacific Power disconnects the Generating Facility due to clauses (b), (d) or (e) above, Pacific Power may immediately terminate this Agreement, without liability to the Customer-Generator, by delivering written notice to the Customer-Generator of the failure to meet the required codes and standards, maintain account good standing or other breach of this Agreement.

The Customer-Generator may disconnect the Generating Facility at any time, provided that the Customer-Generator provides reasonable advance written notice to Pacific Power.

13. **Safety:** The parties agree that all safety and operating procedures for joint use equipment shall be in compliance with the Occupational Safety and Health Administration Standard at 29 C.F.R. § 1910.269, the NEC, the NESC, the WAC, the RCW, the Washington Industrial Safety and Health Administration Standard, and the equipment manufacturer's safety and operating manuals. The Customer-Generator shall post adjacent to the meter base and disconnects metal or plastic engraved signage in accordance with NEC requirements 110.22, 230.2(e) and 705.10 that generation is operating at or is located on the premises.
14. **Installation and Maintenance:** Excepting only metering equipment owned by Pacific Power, all equipment on Customer-Generator's side of the point of delivery, including any required disconnect switch and synchronizing equipment, shall be provided, installed, and maintained in compliance with the equipment manufacturers' safety and operating specifications by Customer-Generator, and shall remain the property and responsibility of Customer-Generator. Pacific Power shall bear no liability for Customer-Generator's equipment or for consequences of its operation or mis-operation.
15. **Pre-Operation Inspection:** Interconnection and operation in parallel of any Generating Facility with Pacific Power's electric system is expressly conditioned upon (a) Customer-Generator obtaining an electrical permit and Generating Facility passing an electrical inspection by the electrical inspector(s) having jurisdiction under applicable codes and standards and (b) the approval of a Pacific Power area engineer, if required. At least ten (10) calendar days prior to initial operation of the Generating Facility Customer-Generator shall provide to Pacific Power written code inspection approval certification, referenced as Certificate of Completion, that the Generating Facility and associated

interconnection equipment has been installed and inspected in compliance with local and state building and/or electrical codes.

16. **Access:** Customer-Generator hereby grants Pacific Power's authorized employees the right to enter upon Customer-Generator's property for the purposes of operating the disconnect switch and meters and making additional tests concerning the operation and accuracy of its meters.
17. **Modification of Generating Facility:** Prior to any modification or expansion of the Generating Facility, the Customer-Generator shall obtain Pacific Power's approval and shall sign a modified Interconnection Agreement for the Generating Facility. Pacific Power reserves the right to require the Customer-Generator, at the Customer-Generator's expense, to provide corrections or additions to existing Interconnection Facilities as required to comply with the then current Codes and Standards.
18. **Assignment**

This Agreement may be assigned by either Party with the consent of the other Party. A Party's consent to an assignment may not be unreasonably withheld. The assigning Party must give the non-assigning Party written notice of the assignment at least fifteen days (15) before the effective date of the assignment. The non-assigning Party must submit its objection to the assignment, if any, to the assigning Party in writing at least 5 business days before the effective date of the assignment. If a written objection is not received within that time period, the non-assigning party is deemed to consent to the assignment.

18.1 Exceptions to Consent Requirement

- 18.1.1** Either Party may assign the Agreement without the consent of the other Party to any affiliate (including a merger or acquisition of the Party with another entity) with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.
- 18.1.2** Customer-Generator is entitled to assign the Agreement without the consent of Pacific Power for collateral security purposes to aid in obtaining financing for the Net Metering Facility.
- 18.1.3** For small generator systems that are integrated into a building facility, the sale of the building or property will result in the automatic assignment of this Agreement to the new owner who will be responsible for complying with the terms and conditions of this Agreement.

18.2 Any attempted assignment that violates this Article is void and ineffective. Assignment does not change or eliminate a Party's obligations under this Agreement. An assignee is responsible for meeting the same obligations as the assigning Party.

19. **Limitation of Liability:** Either party may exercise any or all of its rights and remedies under this Agreement and Governing Law. Pacific Power's liability for any action arising out of its

activities relating to this Agreement or Pacific Power's electric utility service shall be limited to repair or replacement of any non-operating or defective portion of Pacific Power's electric utility facilities. Under no circumstances shall Pacific Power be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages.

- 20. **Multiple Counterparts:** This document may be executed in one or more counterparts, whether electronically or otherwise, and each counterpart shall have the same force and effect as an original document and as if all the Parties had signed the same document.
- 21. **Merger; Amendment and Waiver:** This contract contains the entire agreement between Customer-Generator and Pacific Power and may not be amended or changed except by writing signed by both Customer-Generator and Pacific Power. No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of the Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

In witness whereof, Pacific Power and Customer-Generator have, by their duly authorized representatives, executed this Agreement in duplicate as of the day and year first above written.

For Customer Generator

For Pacific Power

By: _____

By: _____

Name: _____

Name: _____

Title: Generation Facility Owner

Title: _____

Date: _____

Date: _____

**APPENDIX A
NET METERING APPLICATION**

Section 1: Applicant Contact Information

Customer-Generator Name: _____
 Mailing Address: _____
 City, State, Zip: _____
 Pacific Power Customer Account No: _____ Request Number: _____
 Interconnection Agreement Received (Date): _____
 Application Fee: \$ _____ Date Paid: _____

Section 2: Fees

Application Fees

\$100.00 for systems sized 0 to 25kW \$500.00 for systems sized 25 to 100kW
 Customer-Generator requests a production meter and pays:
 Single phase RF meter is \$50.00 Three phase RF meter is \$200.00

Section 3: To Be Completed By Customer-Generator – Address of Generator where Net Metering Facility will be Interconnected

Street Address: _____
 Mailing Address: _____
 City: _____ State: _____ Zip Code: _____
 Daytime Phone: (____) _____ Fax: (____) _____
 Email: _____

System Information

System Type: Solar Wind Hydro Other (Specify): _____
 Generation Nameplate Capacity: _____ kW (Combine DC total of wind turbines, solar panels, etc)
 Inverter Controlled: Yes No
 Inverter Manufacture: _____ Model: _____ Number of Inverters: _____ Rating: _____ kW
 Manufacturer Nameplate Inverter Total Capacity Rating: _____ kW
 Type of Service: Single Phase Three Phase
 Meets IEEE standard 1547 and UL Subject 1741 requirements as specified in the Rule: Yes No

Customer-Generator to provide a simple one-line diagram that shows the location of the disconnect switch.

“Parallel Generation Onsite” signage posted as required by the latest edition of the National Electric Code Section 110.22 and 430.102: Yes No

Electrical inspection approval date (*attach copy or provide to utility when obtained*): _____

Anticipated Start Date (est. date for operation), for planning purposes only: _____

Customer-Generator may operate the Net Metering Facility temporarily for testing and obtaining inspection approval. Customer-Generator shall not operate the Net Metering Facility in continuous parallel without an executed Interconnection and Net Metering Service Agreement.

I hereby certify that the information provided in this Application is true. I will provide Pacific Power a copy of signed government electrical inspection approval documents when obtained.

Customer-Generator or Applicant signature & Date: _____

Section 4: To be completed by the System Installer (if available)

Installation Contractor Information/Hardware and Installation Compliance

Installation Contractor (Company Name): _____

Contractor's License No.: _____ Proposed Installation Date: _____

Mailing Address: _____

Daytime Phone: _____ Fax: _____ Email: _____

Section 5. To be completed by Pacific Power:

Pacific Power does not, by approval of this Application, assume any responsibility or liability for damage to property or physical injury to persons. Further, this Application does not constitute a dedication of the owner's System to Pacific Power electrical system equipment or facilities.

This Application is approved by Pacific Power on this ____ day of _____, 20__

Pacific Power Representative Name (Print): _____

Signed (Pacific Power Representative): _____ Date: _____

Section 6: To be completed by Pacific Power Meterman

Customer Account No. _____ Site ID No. : _____

Served from Facility Point No.: _____

New Net Meter No.: _____ Date installed: _____

New Production Meter No.: _____ Date installed: _____

Manual disconnect device in proper location and permanent signage in place unless exempt under WAC 480-108-020(2)(a)(iv): Yes No

Signature/Title: _____ Date: _____