

REQUIREMENT C - FEASIBILITY STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 20__ by and between _____,
a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and _____, a _____ existing under the laws of the State of _____, ("Interconnecting Utility"). Interconnection Customer and Interconnecting Utility each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

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

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with the Interconnecting Utility's Electric System; and

WHEREAS, Interconnection Customer has requested the Interconnecting Utility to perform a feasibility study to assess the feasibility of interconnecting the proposed Generating Facility with the Interconnecting Utility's Electric System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the 0 kW to 300 kW interconnection process.
- 2.0 The Interconnection Customer elects and the Interconnecting Utility shall cause to be performed an interconnection feasibility study consistent the process outlined in the 0 kW to 300 kW interconnecting process.
- 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 Application. The Interconnecting Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the feasibility study and as designated in accordance with the 0 kW to 300 kW interconnection process. If the Interconnection Customer modifies its Interconnection Application, the time to complete the feasibility study may be extended by agreement of the Parties.
- 5.0 In performing the study, the Interconnecting Utility shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.
- 6.0 The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Generating Facility as proposed:
 - 6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - 6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - 6.3 Initial review of grounding requirements and electric system protection; and
 - 6.4 Description and non-bonding estimated cost of facilities required to interconnect the proposed Generating Facility and to address the identified short circuit and power flow issues.
- 7.0 The feasibility study shall model the impact of the Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Generating Facility is being installed.
- 8.0 The 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 Interconnecting Utility's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.
- 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 Interconnecting Utility shall refund such excess within 30 calendar days of the invoice without interest.

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.

Avista Corporation

By: _____
[Insert Printed Name]

Title: _____

Date: _____

Interconnection Customer

By: _____
[Insert Printed Name]

Title: _____

Date: _____

ASSUMPTIONS USED IN CONDUCTING THE FEASIBILITY STUDY

The feasibility study will be based upon the information set forth in the Interconnection Application 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 Interconnecting Utility.