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## Pre-application Cost Reimbursement Agreement

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Potential Applicant," ) and PacifiCorp, a Corporation existing under the laws of the State of Oregon, ("Public Utility"). Applicant and Public Utility each may be referred to as a "Party," or collectively as the "Parties."

### **Recitals:**

**Whereas**, the Potential Applicant is considering whether to submit an interconnection application to the Public Utility pursuant to OAR 860-082-0025; and

**Whereas**, the Potential Applicant seeks information that will cause the Public Utility to incur unreimbursed costs and/or a pre-application meeting where an engineer or other technical expert will be present to provide interconnection expertise, all as provided for by OAR 860-082-0020;

**Now, therefore**, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. The Potential Applicant agrees to reimburse the Public Utility for any and all reasonable costs incurred by the Public Utility in gathering and providing information to the Potential Applicant in satisfaction of OAR 860-82-0020(1).
2. The Potential Applicant agrees to reimburse the Public Utility for any and all reasonable costs incurred by the Public Utility to participate in any pre-application meeting requested by the Potential Applicant pursuant to OAR 860-82-0020(1) and 860-082-0035, including without limitation any cost arising from the participation of a Public Utility employee with relevant technical expertise.
3. The Potential Applicant shall provide the Public Utility with a deposit of \$1,000 to be applied against any of the costs the Potential Applicant has agreed to reimburse under this agreement.
4. Within 30 days of the completion of the pre-application process provided for in OAR 860-082-0020, the Public Utility shall provide the Potential Applicant with a written accounting of the Public Utility's actual costs to provide pre-application information and/or to participate in a pre-application meeting.
5. If the actual costs exceeded the deposit paid, the Potential Applicant shall pay the balance owing to the Public Utility within 30 days of receipt of the written accounting.
6. If the actual costs were less than the deposit paid, the Public Utility shall refund the balance of the deposit to the Potential Applicant within 30 days of the Potential Applicant's receipt of the written accounting.



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7. If the Potential Applicant decides to file an application for an interconnection under OAR 860-082-0025, the Parties may agree to roll-forward any balance due to the Potential Applicant under Section 6 of this agreement and apply such balance to any of the deposits or other fees required under OAR Chapter 860, Division 082.

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

Signed \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title \_\_\_\_\_

[Insert name of Potential Applicant]

Signed \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title \_\_\_\_\_

**(Note: This is a sample agreement posted to comply with applicable OAR regulations. After a completed pre-application request is received, Public Utility will provide Potential Applicant with an executable version of this agreement.)**