Exhibit 5

November 12, 2019

Email from Dave Peterson

and Attachments

From:	Dave Peterson
To:	Engle, Ty
Cc:	_Transmission Contracts; Bryan Case; Greg Adams
Subject:	RE: Q1182: – Fall River Rural Electric Cooperative, Inc. / QF System Impact Study Agreement
Date:	Tuesday, November 12, 2019 4:20:18 PM
Attachments:	image001.png 191108 Q1182 OFSGI SISA.pdf Plant one line.pdf Q1182 Tech Data Checklist.xlsx

Dear Mr. Engle:

Attached is the signed agreement, copy of the check for the deposit, the checklist and one line. I will put the check for the deposit in the mail to you tomorrow.

Thank you,

Dave Peterson
Manager of Engineering
Fall River Electric Cooperative
(208) 652-7050 Direct Office
(208) 709-4870 Cell

From: Engle, Ty <Ty.Engle@pacificorp.com>
Sent: Friday, November 8, 2019 12:47 PM
To: Dave Peterson <Dave.Peterson@fallriverelectric.com>
Cc: _Transmission Contracts <TransmissionContracts@PacifiCorp.com>
Subject: Q1182: – Fall River Rural Electric Cooperative, Inc. / QF System Impact Study Agreement

Dear Mr. Peterson:

Attached is a QF System Impact Study Agreement for Fall River Rural Electric Cooperative, Inc. ("Interconnection Customer").

Please review the attached Technical Data Checklist completed to date for your project. This document identifies technical data that may still be outstanding and required prior to entering into the requested study. Please also provide a requested commercial operations date that was not listed on the original application.

Interconnection Customer shall **sign and email the agreement to PacifiCorp with a deposit in the amount of the estimated $10,000** cost to perform the study, no later than fifteen (15) Business Days (or by December 4, 2019).

PacifiCorp will complete the month, day, and year sections on the first page of the

agreement.

Sincerely,

Ty Engle
Project Manager
PacifiCorp Generation Interconnection
503.813.6419
825 NE Multnomah St, Suite 1600
Portland, OR 97232

System Impact Study Agreement

THIS AGREEMENT is made and entered into this _____day of _____, 20____ by and between Fall River Rural Electric Cooperative, Inc (Q1182), a cooperative corporation organized and existing under the laws of the State of Idaho, ("Interconnection Customer,") and PacifiCorp, a Corporation existing under the laws of the State of Oregon, ("Transmission Provider"). Interconnection Customer and Transmission Provider 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 October 18, 2019; and

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

WHEREAS, the Interconnection Customer requested that the Transmission Provider forego an initial Feasibility Study; and

WHEREAS, the Interconnection Customer has requested the Transmission Provider to perform a system impact study(s) to assess the impact of interconnecting the Small Generating Facility with the Transmission Provider's Transmission System, and of any Affected Systems;

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

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Transmission Provider shall cause to be performed a system impact study(s) consistent with the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission 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 Transmission Provider 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 system impact study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities that are required as a result of the Interconnection Request and nonbinding good faith estimates of cost responsibility and time to construct.

6.0 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.

7.0 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 Transmission Provider has 20 additional Business Days to complete a system impact study requiring review by Affected Systems.

8.0 If the Transmission Provider 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 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced –

8.1 Are directly interconnected with the Transmission Provider's electric system; or

8.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and

8.3 Have a pending higher queued Interconnection Request to interconnect with the Transmission Provider's electric system.

9.0 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 transmission 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

Transmission Provider's queuing procedures.

10.0 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 transmission system impact study may be required from the Interconnection Customer.

11.0 Any study fees shall be based on the Transmission Provider'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 Transmission Provider 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 Idaho (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 Transmission Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

16.3

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

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.

20.1 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 Transmission Provider 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.

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

21.0 Reservation of Rights

The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest such filing by the other Party and to participate fully in any proceeding before the FERC in which such modification may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 and 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

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	**Fall River Rural Electric Cooperative, Inc**
_____	_____
Signed	Signed
_____	DAVID M. PETERSON
Name (Printed):	Name (Printed):
_____	MANAGER OF ENGINEERING
Title:	Title:
_____	11/12/19
Date:	Date:

Attachment A to
System Impact Study Agreement

Assumptions Used in Conducting the System Impact Study

As stated in the recitals to this Agreement, the Interconnection Customer requested that the Transmission Provider forego an initial feasibility study. Accordingly, and notwithstanding what is otherwise stated in Section 4 of the Agreement, the system impact study shall be based on the information provided to date by Interconnection Customer, subject to any modifications in accordance with PacifiCorp's Small Generator Interconnection Procedures, and the following assumptions:

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

   - Circuit STA13, St Anthony #13, out of St Anthony substation at 12.5 kV (at approximately 44.0120481090°N, 111.57622449°W)

2) Designation of alternative Points of Interconnection and configuration.

   - None

Items 1) and 2) have been provided and/or confirmed by the Interconnection Customer. Other assumptions (listed below) have been provided and/or confirmed by the Interconnection Customer and the Transmission Provider.

- Transmission Provider: Currently operational 2.4 MW synchronous hydro generator, will be a QF

- Interconnection Customer: FALL RIVER RURAL ELECTRIC COOPERATIVE, INC.

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

148904

FALL RIVER RURAL ELECTRIC COOPERATIVE

FALL RIVER RURAL ELECTRIC COOPERATIVE, INC.
1150 NORTH 3400 EAST • ASHTON, ID 83420-5624
(208) 652-7431
GENERAL AND OPERATING ACCOUNT

BANK OF IDAHO
399 N. CAPITAL AVE.
IDAHO FALLS, IDAHO 83402
92-367/1241

Check Nbr: 148904

Vendor	Check Nbr	Check Date	Check Amount
3066	148904	11/11/19	$10,000.00

Pay TEN THOUSAND, DOLLARS AND 00/100 CENTS

To The
Order Of PACIFICORP
C/O PACIFICORP TRANSMISSION
PO BOX 2757
PORTLAND, OR 97208-2757

VOID AFTER 90 DAYS

SAFEGUARD SECURE

Details on back. Security Features Included.

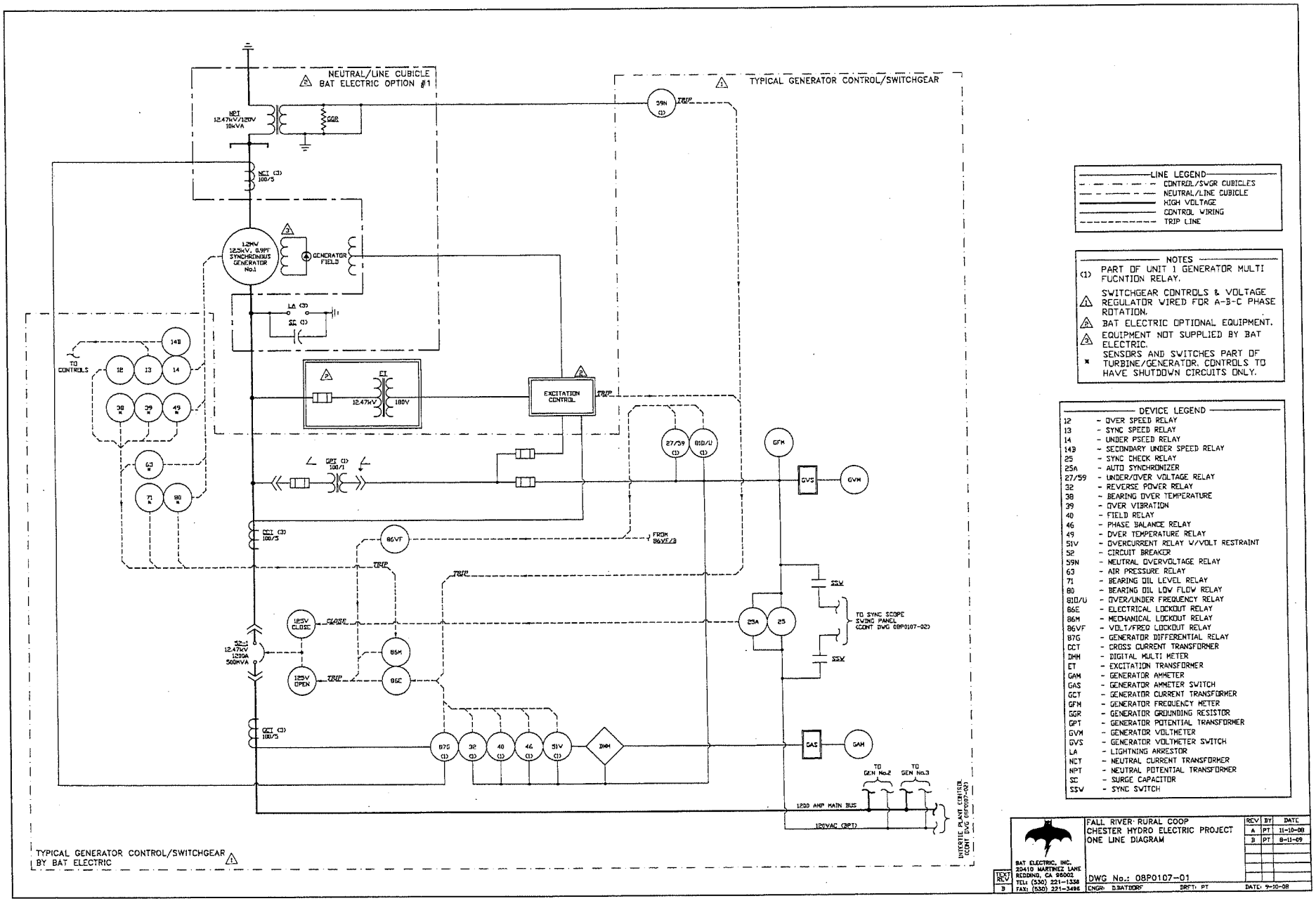
THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈148904⑈ ⑆124103676⑆ 4 1037946⑈

3066 Please Detach and Retain Statement Check Nbr: 148904
PACIFICORP **FALL RIVER RURAL ELECTRIC COOPERATIVE, INC. GENERAL & OPERATING ACCOUNT** Check Date: 11/11/19

We herewith hand you our check in settlement of items listed below.

Invoice Nbr	Description	Invoice Date	Ref Nbr	Amount
ST111119	INTERCONNECT STUDY-CHESTER	11/11/19		10,000.00



LINE LEGEND
- CONTROL/SWGR CUBICLES
- NEUTRAL/LINE CUBICLE
- HIGH VOLTAGE
- CONTROL WIRING
- TRIP LINE

NOTES
(1) PART OF UNIT 1 GENERATOR MULTI FUCNTION RELAY.
1. SWITCHGEAR CONTROLS & VOLTAGE REGULATOR WIRED FOR A-B-C PHASE ROTATION.
2. BAT ELECTRIC OPTIONAL EQUIPMENT.
3. EQUIPMENT NOT SUPPLIED BY BAT ELECTRIC.
* SENSORS AND SWITCHES PART OF TURBINE/GENERATOR. CONTROLS TO HAVE SHUTDOWN CIRCUITS ONLY.

DEVICE LEGEND

12	- OVER SPEED RELAY
13	- SYNC SPEED RELAY
14	- UNDER PSEED RELAY
14B	- SECONDARY UNDER SPEED RELAY
25	- SYNC CHECK RELAY
25A	- AUTO SYNCHRONIZER
27/59	- UNDER/OVER VOLTAGE RELAY
32	- REVERSE POWER RELAY
38	- BEARING OVER TEMPERATURE
39	- OVER VIBRATION
40	- FIELD RELAY
46	- PHASE BALANCE RELAY
49	- OVER TEMPERATURE RELAY
51V	- OVERCURRENT RELAY W/VOLT RESTRAINT
52	- CIRCUIT BREAKER
59N	- NEUTRAL OVERVOLTAGE RELAY
63	- AIR PRESSURE RELAY
71	- BEARING OIL LEVEL RELAY
80	- BEARING OIL LOW FLOW RELAY
81O/U	- OVER/UNDER FREQUENCY RELAY
86E	- ELECTRICAL LOCKOUT RELAY
86M	- MECHANICAL LOCKOUT RELAY
86VF	- VOLT/FREQ LOCKOUT RELAY
87G	- GENERATOR DIFFERENTIAL RELAY
CCT	- CROSS CURRENT TRANSFORMER
DMH	- DIGITAL MULTI METER
ET	- EXCITATION TRANSFORMER
GAM	- GENERATOR AMMETER
GAS	- GENERATOR AMMETER SWITCH
GCT	- GENERATOR CURRENT TRANSFORMER
GFM	- GENERATOR FREQUENCY METER
GGR	- GENERATOR GROUNDING RESISTOR
GPT	- GENERATOR POTENTIAL TRANSFORMER
GVM	- GENERATOR VOLTMETER
GVS	- GENERATOR VOLTMETER SWITCH
LA	- LIGHTNING ARRESTOR
NCT	- NEUTRAL CURRENT TRANSFORMER
NPT	- NEUTRAL POTENTIAL TRANSFORMER
SC	- SURGE CAPACITOR
SSW	- SYNC SWITCH

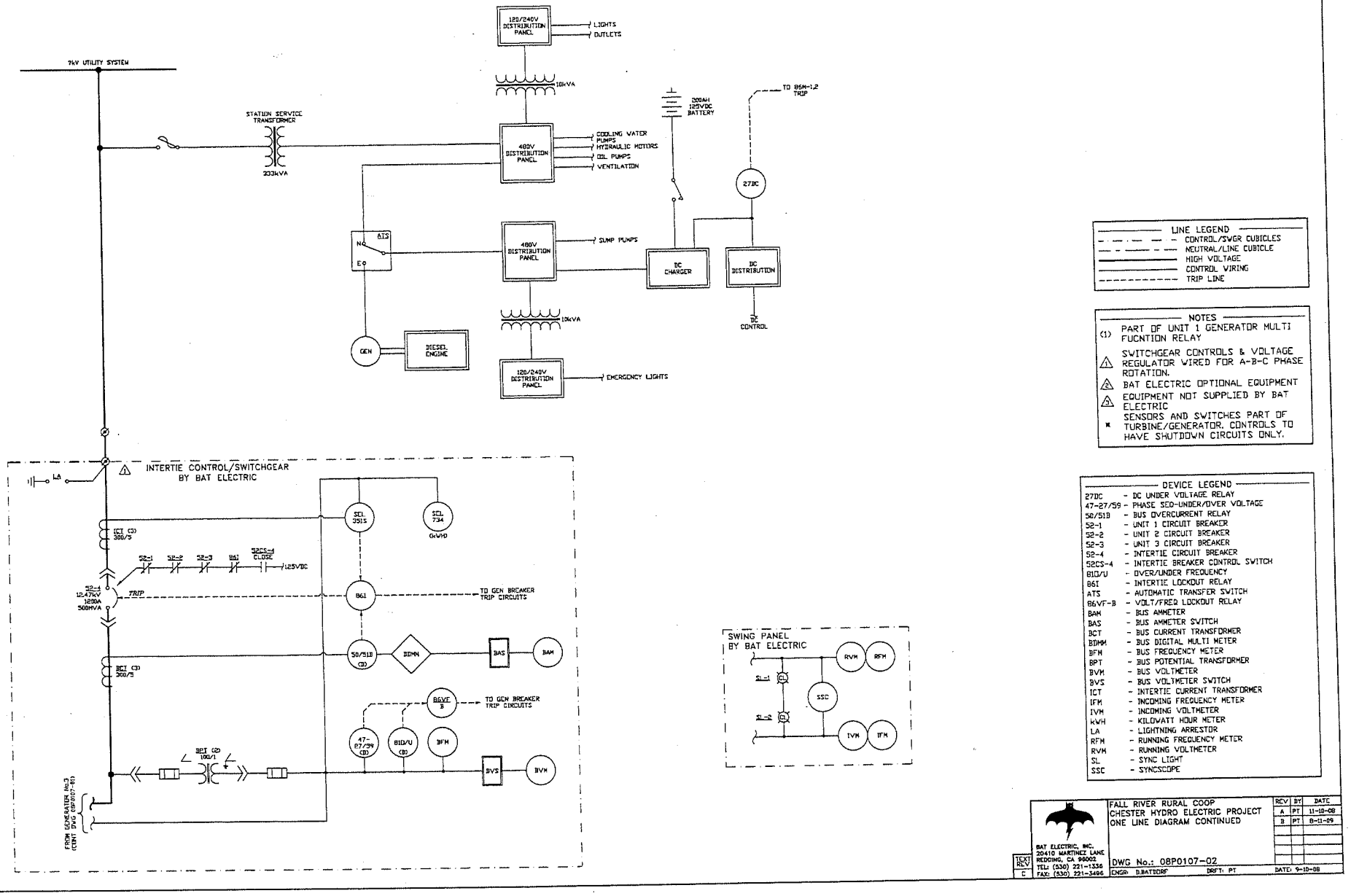
BAT ELECTRIC, INC.
20410 MARTINEZ LANE
REDDING, CA 96002
TEL: (530) 221-1338
FAX: (530) 221-3486

FALL RIVER RURAL COOP
CHESTER HYDRO ELECTRIC PROJECT
ONE LINE DIAGRAM

DWG No.: 08P0107-01

TEXT REV	RCV	BY	DATE
B	A	PT	11-10-08
	B	PT	8-11-09

ENGR: D.BATDORF DRFT: PT DATE: 9-10-08



LINE LEGEND

- CONTROL/SWGR CUBICLES
- NEUTRAL/LINE CUBICLE
- HIGH VOLTAGE
- CONTROL WIRING
- TRIP LINE

NOTES

(1) PART OF UNIT 1 GENERATOR MULTI FUCNTION RELAY

⚠ SWITCHGEAR CONTROLS & VOLTAGE REGULATOR WIRED FOR A-B-C PHASE ROTATION.

⚠2 BAT ELECTRIC OPTIONAL EQUIPMENT

⚠3 EQUIPMENT NOT SUPPLIED BY BAT ELECTRIC

✖ SENSORS AND SWITCHES PART OF TURBINE/GENERATOR. CONTROLS TO HAVE SHUTDOWN CIRCUITS ONLY.

DEVICE LEGEND

27DC	- DC UNDER VOLTAGE RELAY
47-27/59	- PHASE SEQ-UNDER/OVER VOLTAGE
50/51B	- BUS OVERCURRENT RELAY
52-1	- UNIT 1 CIRCUIT BREAKER
52-2	- UNIT 2 CIRCUIT BREAKER
52-3	- UNIT 3 CIRCUIT BREAKER
52-4	- INTERTIE CIRCUIT BREAKER
52CS-4	- INTERTIE BREAKER CONTROL SWITCH
81D/U	- OVER/UNDER FREQUENCY
86I	- INTERTIE LOCKOUT RELAY
ATS	- AUTOMATIC TRANSFER SWITCH
86VF-B	- VOLT/FREQ LOCKOUT RELAY
BAM	- BUS AMMETER
BAS	- BUS AMMETER SWITCH
BCT	- BUS CURRENT TRANSFORMER
BDMM	- BUS DIGITAL MULTI METER
BFM	- BUS FREQUENCY METER
BPT	- BUS POTENTIAL TRANSFORMER
BVM	- BUS VOLTMETER
BVS	- BUS VOLTMETER SWITCH
ICT	- INTERTIE CURRENT TRANSFORMER
IFM	- INCOMING FREQUENCY METER
IVM	- INCOMING VOLTMETER
kWH	- KILOVATT HOUR METER
LA	- LIGHTNING ARRESTOR
RFM	- RUNNING FREQUENCY METER
RVM	- RUNNING VOLTMETER
SL	- SYNC LIGHT
SSC	- SYNCSCOPE

BAT ELECTRIC, INC.
20410 MARTINEZ LANE
REDDING, CA 96002
TEL: (530) 221-1336
FAX: (530) 221-3496

FALL RIVER RURAL COOP
CHESTER HYDRO ELECTRIC PROJECT
ONE LINE DIAGRAM CONTINUED

DWG No.: 08P0107-02

ENGR: D.BATDORF DRFT: PT DATE: 9-10-08

REV	BY	DATE
A	PT	11-10-08
B	PT	8-11-09

TEXT REV C

Tech Data Checklist

Required for Application	**Application Information Checklist**	
	Queue#	1182
	Company	Fall River Electric Cooperative, Inc.
	Project	Chester Hydro
	Date of Original Application	10/10/2019
	Site Control Documentation reasonably demonstrating ownership, right to develop, option to purchase, leasehold or an exclusivity or business relationship between the applicant and the person/company owning the property that gives the applicant the right to construct a Generating Facility on the land. If Interconnection Customer owns the land, the most recent property tax receipt for the location would be an acceptable form of site control.	Provided
	Operating State Laws Under which state does your company operate?	Idaho
	Point of Interconnection Description of the Point of Interconnection with PacifiCorp's system.	Rocky Mountain Power Pole 31-08-041 #3479000
	(If applicable) **Alternate Point of Interconnection**	NA
	Maximum MW	1.84 MW
	Requested In-Service Date	11/12/2019
	Affected Systems to be completed by PacifiCorp.	None
	Qualifying Facility ? Please fill out QF Attestation form to indicate YES or NO	Yes

Required for Study	**Study Checklist** All the required items for the Application, plus the below	
	One Line Diagram	Included in email.
	Generator Info All generator data on the interconnection request form, including machine MVA size, rated power factor, impedances and time constants, windings, etc.	Provided
	Power Factor Rated power factor of the generation facility.	0.9
	Transformer Information	
	Number of Transformers	NA - Generators generate at 12.5 kV
	Transformers Size	NA - Generators generate at 12.5 kV
	Transformer Impedance	NA - Generators generate at 12.5 kV
	Winding Configuration	NA - Generators generate at 12.5 kV
	Collector Substation Location of planned site (township and range or latitude and longitude numbers), and approximate distance from the Point of Interconnection.	NA - Generators generate at 12.5 kV
	Radial Interconnecting Line Data impedances, distance, etc.	R1 = 1.55Ω X1 = 1.22Ω R0 = 2.73Ω X0 = 1.92Ω Distance = 13.500 feet
	Distances and Impedances of All Segments	There is not a step-up transformer, each generator is 12500 Volts, 1200 KW. Direct-Axis Reactance = .6227, Direct-Axis Transient Reactance = .2978, Direct-Axis Subtransient Reactance = .2293, Zero Sequence Reactance = .1062. Quadrature Reactance = .4886, Quadrature Transient Reactance = .4886, Quadrature Subtransient Reactance = .2469.
	Inverter Step-up transformer size, and impedance.	
	Dynamic Stability Study Model – A WECC approved PSSE standard model in version 33 **and** as well as a detailed user written model if the generating facility is renewable generation (wind, solar)	
	Supplemental Reactive Compensation location/size & increments	

Notes: