

INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 20__, by and between «Customer Long Name», a [limited liability company/corporation] organized and existing under the laws of the State of State (“Interconnection Customer,”) and the U.S. Department of Energy, acting by and through the Bonneville Power Administration, (“Transmission Provider”). Interconnection Customer and Transmission Provider each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer on Date, and entered into the Interconnection Queue as Request No. G0xxx; and

Interconnection Customer desires to interconnect the Large Generating Facility with the Transmission System;

[Drafter's Note: Delete this statement if FES was skipped]

Transmission Provider has completed an Interconnection Feasibility Study and provided the results of said study to Interconnection Customer; and

Interconnection Customer has requested Transmission Provider to perform an Interconnection System Impact Study to assess the impact of interconnecting the Large Generating Facility to the Transmission System, and of any Affected Systems;

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

- 1.0** When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider’s Large Generator Interconnection Procedures (LGIP).
- 2.0** Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection System Impact Study consistent with Section 7.0 of this LGIP in accordance with the Tariff.
- 3.0** The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

[Drafter's Note: Option 1 (If FES was conducted)]

- 4.0** The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study and the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the LGIP. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice

during the course of the Interconnection Customer System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.

[Drafter's Note: Option 2 (If FES was skipped)]

4.0 The Interconnection System Impact Study will be based upon the results of the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the LGIP. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Customer System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.

5.0 The Interconnection System Impact Study report shall provide the following information:

5.1 identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

5.2 identification of any thermal overload or voltage limit violations resulting from the interconnection;

5.3 identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and

5.4 description and non-binding, good faith estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.

6.0 Interconnection Customer shall provide a deposit of \$50,000 for the performance of the Interconnection System Impact Study. Transmission Provider's good faith estimate for the time of completion of the Interconnection System Impact Study is 90 days after Transmission Provider receives this executed Agreement from Interconnection Customer.

Upon receipt of the Interconnection System Impact Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study.

Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

7.0 Miscellaneous

7.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by Federal law. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

7.2 Amendment

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

7.3 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.

7.4 Waiver

7.4.1 The failure of a Party 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.

7.4.2 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 Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any requested waiver of this Agreement shall be provided in writing.

7.5 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.

7.6 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.

7.7 Severability

If, for any reason, any provision or portion of this Agreement is 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.

7.8 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.

7.8.1 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 Transmission Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of 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.

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

7.9 Assignment

Article 19 of Transmission Provider's Standard Large Generator Interconnection Agreement is incorporated into and made applicable to this Agreement.

7.10 Representations, Warranties and Covenants

Article 28 of Transmission Provider's Standard Large Generator Interconnection Agreement is incorporated into and made applicable to this Agreement.

7.11 Attachment A, Assumptions Used in Conducting the Interconnection System Impact Study, is incorporated into this Agreement.

7.12 Attachment B, Financial Terms and Conditions, is incorporated into this Agreement.

7.13 Attachment C, Notices, is incorporated into this Agreement.

8.0 Signatures

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

«CUSTOMER LONG NAME»

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: _____

Title: _____

Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____

(Print/Type)

Title: _____

Date: _____

**ASSUMPTION USED IN CONDUCTING THE
INTERCONNECTION SYSTEM IMPACT STUDY**

The Interconnection System Impact Study will be based upon the results of *[Drafter's Note: Insert either: (the Interconnection Feasibility Study Report and the conclusions of the Interconnection Feasibility Study review meeting) OR (the scoping meeting)]* held between the Transmission Provider and Interconnection Customer on *[Date]*, subject to any modifications in accordance with Section 4.4 of the LGIP, and the following assumption:

Designation of Point of Interconnection and configuration to be studied:

[Drafter's Note: Insert one Point of Interconnection to be studied.]

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NOTICES

Any notice or other communication related to this agreement shall be delivered in person, or with proof of receipt by email, First Class mail, or overnight delivery service to the technical or administrative contact set forth below. Notices are effective on the date received.

«CUSTOMER LONG NAME»

Administrative Contact: Contact Name
Title: Title
Phone: (xxx) xxx-xxxx
E-mail: _____

Technical Contact: Contact Name
Title: Title
Phone: (xxx) xxx-xxxx
E-mail: _____

Billing Address:

BONNEVILLE POWER ADMINISTRATION

Administrative Contact: AE Name
Title: Senior Transmission Account Executive
Phone: (360) xxx-xxxx
E-mail: _____

Technical Contact: CSE Name
Title: Customer Service Engineer
Phone: (xxx) xxx-xxxx
E-mail: _____

LGIP Administrator: GI Administrator Name
Phone: (360) xxx-xxxx
E-mail: _____

Mailing Address: U.S. Department of Energy
 Bonneville Power Administration
 ATTN: [LGIP Administrator](#)– TPCC/TPP-4
 P.O. Box 61409
 Vancouver, WA 98666