

## OPTIONAL INTERCONNECTION 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

On or after the date when Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that Transmission Provider prepare an Optional Interconnection Study.

**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 an Optional Interconnection Study consistent with Section 10.0 of the LGIP to be performed in accordance with the Tariff.
- 3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Optional Interconnection Study shall be performed solely for informational purposes.
- 5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide interconnection service based upon the assumptions specified by Interconnection Customer in Attachment A.
- 6.0 Interconnection Customer shall provide a deposit of \$10,000 for the performance of the Optional Interconnection Study, subject to the Financial Terms and Conditions Statement specified in Attachment B.

## **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, or duty under 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 the 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 the 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.

- 8.0 Attachment A, Assumptions Used in Conducting the Optional Interconnection Study, is incorporated into this Agreement.
- 9.0 Attachment B, Financial Terms and Conditions Statement, is incorporated into this Agreement.
- 10.0 Attachment C, Notices, is incorporated into this Agreement.

**11.0 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: \_\_\_\_\_

## ASSUMPTIONS USED IN CONDUCTING THE OPTIONAL INTERCONNECTION STUDY

The Optional Interconnection Study will provide a sensitivity analysis based upon the following assumptions:

- 1.) The generating facility which is the subject of Request No. G0xxx is not operating;

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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