

## INTERCONNECTION FEASIBILITY 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; and

Interconnection Customer has requested Transmission Provider to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed 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 Procedure (LGIP).
- 2.0** Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of the LGIP in accordance with the Tariff.
- 3.0** The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0** The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in the Interconnection Request, as may be modified as the result of the Scoping Meeting. 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 Feasibility Study and as designated in accordance with Section 3.4.4 of the LGIP. If, after the designation of the Point of Interconnection pursuant to Section 3.4.4 of the LGIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4 of the LGIP, the time to complete the Interconnection Feasibility Study may be extended.

**5.0** The Interconnection Feasibility Study report shall provide the following information:

- 5.1** preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- 5.2** preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection; and
- 5.3** preliminary description and non-binding estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit and power flow issues.

**6.0** In addition to the \$10,000 deposit required by article 3.1 of the LGIP, Interconnection Customer shall provide a deposit of \$10,000 for the performance of the Interconnection Feasibility Study.

Upon receipt of the Interconnection Feasibility Study Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Feasibility 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, 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 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 Feasibility Study, is incorporated into this Agreement.

7.12 Attachment B, Financial Terms and Conditions for the Interconnection Feasibility Study, 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: \_\_\_\_\_

## ASSUMPTIONS USED IN CONDUCTING THE INTERCONNECTION FEASIBILITY STUDY

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held between the Parties on [Date](#), subject to any modifications in accordance with Section 4.4 of the LGIP, and the following assumptions:

**Designation of Point of Interconnection and configuration to be studied:**

*[Drafter's Note: Insert primary POI].*

**Designation of alternative Point(s) of Interconnection and configuration:**

*[Drafter's Note: Insert alternate POI, if applicable].*

DRAFT

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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