

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 Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Interconnection Customer and entered into the Interconnection Queue as Request No. G0xxx; and

Interconnection Customer desires to interconnect the Small Generating Facility with the Transmission Provider’s Transmission System; and

Interconnection Customer has requested Transmission Provider to perform a feasibility study to assess the feasibility of interconnecting the proposed Small Generating Facility with 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 agree 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** Interconnection Customer elects and ~~the~~ Transmission Provider shall cause to be performed an interconnection feasibility study consistent with the standard Small Generator Interconnection Procedures in accordance with ~~the~~ Transmission Provider’s Open Access Transmission Tariff.
- 3.0** The scope of the feasibility study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0** The feasibility study shall be based on the technical information provided by Interconnection Customer in 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 feasibility study and as designated in accordance with the standard Small Generator Interconnection Procedures. If Interconnection Customer modifies its Interconnection Request, the time to complete the feasibility study may be extended by agreement of the Parties.

- 5.0** In performing the study, Transmission Provider shall rely, to the extent reasonably practicable, on existing studies of recent vintage. Interconnection Customer shall not be charged for such existing studies; however, Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.
- 6.0** The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Small Generating Facility as proposed:
- 6.1** Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - 6.2** Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - 6.3** Initial review of grounding requirements and electric system protection; and
 - 6.4** Description and non-binding estimated cost of facilities required to interconnect the proposed Small Generating Facility and to address the identified short circuit and power flow issues.
- 7.0** The feasibility study shall model the impact of the Small Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if Interconnection Customer later changes the purpose for which the Small Generating Facility is being installed.
- 8.0** The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by Interconnection Customer and at Interconnection Customer's cost.
- 9.0** A deposit of the good faith estimated feasibility study costs or \$5,000, whichever is greater, shall be required from Interconnection Customer prior to the initiation of the study work.
- 10.0** Once the feasibility study is completed, a feasibility study report shall be prepared and transmitted to Interconnection Customer. Transmission Provider shall use Reasonable Efforts to complete the feasibility study and transmit the feasibility study report to Interconnection Customer within 30 Business Days of Interconnection Customer's agreement to conduct a feasibility study.
- 11.0** Any study fees shall be based on Transmission Provider's actual costs and will be invoiced to Interconnection Customer along with a summary of professional time.

12.0 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, Transmission Provider shall use Reasonable Efforts to 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 Federal law, as applicable. 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, or 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 waiver of this Agreement shall, if requested, be provided in writing.

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 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.

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

- 21.0 Attachment A, Assumptions Used in Conducting the Feasibility Study, is incorporated into this Agreement.
- 22.0 Attachment B, Financial Terms and Conditions Statement, is incorporated into this Agreement.
- 23.0 Attachment C, Notices, is incorporated into this Agreement.

24.0 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 FEASIBILITY STUDY

The feasibility study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on [Date](#):

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

[Drafter's Note: Insert primary POI].

- 2) Designation of alternative Points of Interconnection and configuration.

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

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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: 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: _____

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

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