

APPENDIX 2 - CLUSTER STUDY AGREEMENT

THIS AGREEMENT (“Agreement”), effective upon the date of the last signature below, is by and between _____, a _____ organized and existing under the laws of the State of _____, (“Interconnection Customer,”) and Public Utility District No. 2 of Grant County, Washington, a municipal corporation in the State of Washington (“Transmission Provider”). Interconnection Customer and Transmission Provider each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, 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 dated _____; and

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

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

WHEREAS, Transmission Provider has Large Generator Interconnection Procedures (LGIP) and the format for this Agreement is contained in Appendix 2 to this LGIP.

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

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider’s LGIP.
2. Interconnection Customer elects and Transmission Provider shall cause to be performed a Cluster Study consistent with Section 7 of this LGIP.
3. The scope of the Cluster Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
4. The Cluster Study will be based upon the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.4 of this 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 Cluster Study.
5. The Cluster Study Report shall provide the following information:
 - identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
 - 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. Transmission Provider’s good faith estimate for the time of completion of the Cluster Study is {insert date}.

Upon receipt of the Cluster Study Report, Transmission Provider shall charge and Interconnection Customer shall pay its share of the actual costs of the Cluster Study, consistent with Section 13.3 of this LGIP.

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

7. Miscellaneous

- 7.1 The Parties hereby designate the following individuals to receive any notices or other information required under, or pertinent to, this Agreement:

Transmission Provider	Interconnection Customer
Public Utility District No. 2 of Grant County, Washington Attn: Transmission Services Manager PO Box 878 Ephrata, WA 98823 TransmissionServices@gcpud.org	Full Legal Name of Company Attn: Address Address Email

- 7.2 No modification of this Agreement, and no waiver of the terms and conditions thereof, will be binding upon either Party unless approved in writing by both Parties.

- 7.3 By signing an agreement with Transmission Provider related to the LGIP, both Parties expressly acknowledges and agrees that neither Party will disclose to third parties (except as expressly set forth herein), without the written consent of the other Party, any information developed or obtained in connection with the performance of the LGIA, and, if requested by the other Party, to require its employees and subcontractors, if any, to execute a non-disclosure agreement prior to performing any services under the LGIA.

If either Party is subject to the Washington Public Records Act, Chapter 42.56 RCW ("PRA"), and a disclosure of Confidential Information is required to be made by pursuant to the PRA, such disclosure shall not be deemed a violation of this Section 7.3, provided that the Party receiving the request has, so far as it is lawful and practical to do so prior to such disclosure: (a) promptly notified the other Party in writing of such, request, order, or requirement; (b) provided a reasonable opportunity for the other Party to seek an appropriate protective order; and (c) cooperated with other Party to narrow the scope of such disclosure to only that portion of the Confidential Information that is necessary to fulfill the request.

- 7.4 All written instruments, agreements, specifications, and other writing of whatsoever nature which relate to or are a part of this Agreement shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. The rights and obligations of Transmission Provider and Interconnection Customer shall be governed by the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the Superior Court, County of Grant, State of Washington, or the Federal District Court for the Eastern District of Washington at Transmission Provider's sole option. In the event of litigation to enforce the provisions of this Agreement, the prevailing Party shall be entitled to reasonable legal fees in addition to any other relief allowed.
- 7.5 Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding not only upon the Parties hereto, but upon their assigns and successors as well.
- 7.6 No waiver of any provision of this Agreement, or any rights or obligations of either Party under this Agreement, shall be effective, except pursuant to a written instrument signed by the Party or Parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such

writing. The failure of either Party to require the performance of any term of this Agreement or the waiver of either Party of any breach under this Agreement shall not operate or be construed as a waiver of any other provision hereof, nor shall it be construed as a waiver of any subsequent breach by the other Party hereto.

7.7 Transmission Provider's LGIP, as amended from time to time, is incorporated into and constitutes part of this Agreement. In the event of a conflict, the terms and conditions of this Agreement shall prevail.

7.8 Each Party warrants and represents that:

- It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and that it is authorized to conduct business in the State of Washington.
- The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, or order applicable to it.

7.9 The Parties may execute this Agreement, and any modification to this Agreement that is required to be executed, in any number of counterparts and through electronic signature. Each counterpart and electronic signature will be deemed an original and all counterparts will constitute one agreement binding on both Parties.

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.

Public Utility District No. 2
of Grant County, Washington

{Insert name of Interconnection Customer}

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____