

STUDY AGREEMENT

This Study Agreement ("Agreement") is made and executed as of the last signature date ("Execution Date"), by and between Public Utility District No. 2 of Grant County, Washington ("Grant PUD"), a municipal corporation in the State of Washington, and _____ ("Customer"), a _____ in the State of _____. Grant PUD and Customer are sometimes referenced herein individually as "Party" and collectively as "Parties."

Recitals

WHEREAS, Grant PUD is a federally unregulated owner of a transmission system used to serve retail electric customers in central Washington;

WHEREAS, Customer is proposing to develop a project or has requested Transfer Service as described in Appendix A per the Customer's application associated with queue position no. _ in the applicable queue (the "Project");

WHEREAS, Grant PUD is willing to perform the necessary studies regarding Customer's proposed Project. The purpose of the studies is to determine options and requirements to make interconnection service or Transfer Service available on the Grant PUD system to accommodate the Project; and

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

1. Definitions

When used in this Agreement with initial capitalization, whether in the singular or plural, the following terms shall have the meanings specified in this Section 1. Certain other terms are defined where they first appear throughout the body of this Agreement.

"Affected System" - an electric system other than Grant PUD's transmission system that may be affected by the proposed Project.

"Facilities Study" - an engineering study conducted by Grant PUD, or its designee, to determine the cost and schedule for the required facilities to be built and owned by Grant PUD to accommodate the Project.

"Feasibility Study" - a preliminary study conducted by Grant PUD, or its designee, to determine initial estimates for the cost and system limitations associated with the Project as further defined in Section 2.

"Good Utility Practice" - any of the practices, methods and acts engaged in, or approved, by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the Pacific Northwest.

"System Impact Study" or "SIS" - an assessment by Grant PUD, or its designee, of (i) the adequacy of its electrical system to accommodate the Project, and (ii) an estimate of the costs that may be incurred in order to provide interconnection service as further defined in Section 2.

“Transfer Service” – The service provided by Grant PUD to receive power from a customer at a point on the Grant PUD transmission system and deliver the same power to a customer at a different point on the Grant PUD transmission system.

“Transfer Service Study” - an assessment by Grant PUD, or its designee, of (i) the adequacy of its transmission system to accommodate the Transfer Service as requested by Customer, and (ii) whether any additional costs may be incurred in order to provide Transfer Service, using as a base case, Grant PUD’s projected usage of its transmission system, including, but not limited to, usage of that system undertaken by Grant PUD pursuant to its obligations under other committed contractual uses.

2. Studies

The studies that may be performed under this Agreement are a Feasibility Study, an SIS, a Facilities Study, and a Transfer Service Study. Customer must apply for interconnection to Grant PUD in order for a Feasibility Study, an SIS, or a Facilities Study to be performed under this Agreement. Customer must apply for Transfer Service to Grant PUD in order for a Transfer Service Study to be performed under this Agreement. Based on the results of a Transfer Service Study, a Feasibility Study, an SIS, or a Facilities Study may be performed under this Agreement based on the application for Transfer Service. The studies will be performed by Grant PUD or a Grant PUD consultant.

In addition to the definitions in Section 1, the studies are further described as follows:

A. The Feasibility Study report shall be brief and provide the following high-level information:

- preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection; and
- preliminary description and non-binding estimated cost of facilities required to interconnect the Project to the Grant PUD transmission system and to address the identified short circuit and power flow issues.

B. The System Impact 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 Project to the Grant PUD transmission system and to address the identified short circuit, instability, and power flow issues.

C. The Facilities Study report shall provide a description, estimated cost of and schedule for required facilities identified in the SIS to interconnect the Project to the Grant PUD transmission system.

3. Scope

- A. Upon execution of this Agreement and Grant PUD's receipt of the amount due under Section 4.A, Grant PUD shall commence a _____ Study based on the Customer's application for interconnection or Transfer Service. The first step in the process will be to hold a scoping meeting.
- B. After the study indicated in Section 3.A is completed, Grant PUD will determine if additional studies are required. If further studies are required, Grant PUD will notify Customer by electronic mail and provide the type of study required and the deposit required from Customer. The Notification Date will be the date on the electronic notification provided by Grant PUD. Customer shall provide Grant PUD with written notice of its decision to proceed with the additional studies within 20 business days of the Notification Date.

If Customer decides to proceed with additional studies, Grant PUD will provide Customer with an Amendment in the form attached as Appendix B ("Amendment"). Customer must execute the Amendment within 20 business days of receiving the Amendment. Upon execution of the Amendment and receipt of the required deposit in accordance with Section 4.B, Grant PUD shall begin the work.

If any additional studies are required and the Customer does not provide their decision to proceed or execute the Amendment in accordance with this Section 3.B or does not pay the required deposit in accordance with Section 4.B, this Agreement will be terminated and the Customer will be removed from the applicable interconnection and/or Transfer Service queue.

- C. In addition to the information provided in the Customer's application for interconnection or Transfer Service, Customer shall also provide all additional technical information that Grant PUD may reasonably request to complete the studies. If Customer fails to provide the data requested by Grant PUD within 30 days, Grant PUD may terminate this Agreement and remove Customer from the applicable interconnection and/or Transfer Service queue.
- D. If Grant PUD is unable to contact Customer for a period of 30 days in order to conduct business associated with this Agreement, Grant PUD may terminate this Agreement and remove Customer from the applicable interconnection and/or Transfer Service queue.
- E. Grant PUD shall provide Customer with the opportunity to meet, in person or via teleconference, to discuss the results and conclusions of the studies. Grant PUD reserves the right to invite participation in such meeting by representatives of the Affected Systems.

4. Payment

- A. Within 45 days following the Execution Date of this Agreement, Customer shall submit a deposit in the amount of \$ _____ to Grant PUD for a _____ Study. Such payment must be received before Grant PUD performs any work. If Customer fails to pay within 45 days, Grant PUD may terminate this Agreement and remove the Customer from the applicable interconnection and/or Transfer Service queue.
- B. If additional studies are determined necessary by Grant PUD in accordance with Section 3.B, Customer shall submit a deposit for the amount specified per Section 3.B within 45 days of the effective date of the applicable Amendment. Such payment must be received by Grant PUD prior to performing the work. If the Customer fails to pay within 45 days, Grant PUD may terminate this Agreement and remove the Customer from the applicable interconnection and/or Transfer Service queue.
- C. Grant PUD will perform a true-up of the actual costs, including applicable overhead, within 90 days following the completion of each study. Any remaining amount due to Grant PUD, or refunds owed by Grant PUD, will be payable within 30 days following the completion of the true-up. If Customer fails to

pay money owed under this Section 4.C within 30 days, Grant PUD may remove Customer from the applicable interconnection and/or Transfer Service queue.

D. Each payment above shall be made via electronic funds transfer. Each payment shall reference the contract number (_____) and be addressed to:

Public Utility District No. 2 of Grant County, Washington
 PO Box 878
 Ephrata, WA 98823

Bank:	Bank of America
ACH ABA No.:	125000024
WIRE ABA No.:	0260-0959-3
Bank Account No.:	25010109
Email remittance notices to:	RemittanceGroup@gcpud.org

5. Term

This Agreement shall commence on the Execution Date and continue until the earlier of (i) the final study contemplated hereunder has been performed and the associated deliverables provided to the Customer, (ii) termination by Grant PUD in accordance with Sections 3 or 4, or (iii) Grant PUD’s receipt of written notice from the Customer requesting termination of this Agreement. All payment obligations uncured hereunder shall survive until satisfied in full. If Customer terminates this Agreement pursuant to clause (iii) above, Grant PUD will immediately cease all work hereunder, and within 90 days following the date of termination, perform a true-up of any amounts already expended or committed by Grant PUD for work under this Agreement. Any remaining amount due to Grant PUD, or refunds owed by Grant PUD, will be payable within 30 days following the completion of the true-up.

6. Notices

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

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

7. Modification of Agreement

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.

8. Non-Disclosure

A. The Parties agree that they will not divulge to third parties, without the written consent of the other Party, any information obtained in connection with this Agreement (“Confidential Information”).

- B. Each Party, at its own expense, may audit the other Party's compliance with these provisions.
- C. The Parties understand and agree that they are providing Confidential Information to the other Party in reliance upon this Section 8, and the receiving Party will be fully responsible to the disclosing Party for any damages or harm caused by a breach of these provision by the receiving Party or any of its officers, directors, agents, employees, subcontractors, consultants or affiliates. The receiving Party acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to the disclosing Party for which there will be no adequate remedy at law, and the disclosing Party shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this Agreement by the receiving Party. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity. In addition to injunctive relief, civil or criminal penalties may be imposed for each violation of this Agreement.
- D. Any Confidential Information designated as CEII shall remain the property of Grant PUD. The Federal Energy Regulatory Commission defines CEII as specific engineering, vulnerability, operational or detailed design information about proposed or existing critical energy infrastructure (physical or virtual) that relates to the production, generation, transportation, transmission or distribution of energy, could be useful to a person planning an attack on critical infrastructure, is exempt from mandatory disclosure, and gives strategic information beyond the location of the critical infrastructure. 18 CFR §388.113 and RCW 42.56.520.

Customer is responsible for safeguarding and returning such Confidential Information or shall certify, by signed statement delivered to Grant PUD, the destruction of all original Confidential Information provided along with any copies made by Customer. Such delivery shall be to Grant PUD, Attention: Manager of Transmission Services, PO Box 878, Ephrata, WA 98823.

- E. Except as provided in Section 8.D above, nothing in this Section 8 shall apply to:
1. Information which is already in a Party's possession not subject to any existing confidentiality provisions;
 2. Information which, at the time of disclosure, is in the public domain by having been printed and published and available to the public libraries or other public places where such data is usually collected;
 3. Information required to be disclosed by court order or by an agency with appropriate jurisdiction;
 4. Information shared by Grant PUD with an Affected System or a consultant working for Grant PUD to perform studies under this Agreement; and
 5. Information shared by a Party with its employees, consultants, attorneys, and contractors in connection with the design, development, and construction of the Project.

9. Public Records Act

Grant PUD is subject to the disclosure obligations of the Washington Public Records Act of RCW 42.56. The Customer expressly acknowledges and agrees that any information Customer submits is subject to public disclosure pursuant to the Public Records Act or other applicable law and Grant PUD may disclose Customer's information at its sole discretion in accordance with its obligations under applicable law.

10. Governing Law

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 Grant PUD and 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 Grant PUD’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.

11. Assignment

Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of other. 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.

12. Incorporation by Reference

Grant PUD’s Transmission Interconnection Procedures, as amended from time to time, are incorporated into and constitute part of this Agreement. In the event of a conflict, the terms and conditions of this Agreement shall prevail.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date.

Public Utility District No. 2
of Grant County, Washington

Full Legal Name of Company

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

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

APPENDIX A
DESCRIPTION OF PROJECT

Grant PUD Interconnection Queue Position No. _

Project Name:

Project Location:

Requested Point of Interconnection:

SAMPLE

APPENDIX B
AMENDMENT NO. __

This Amendment to the Study Agreement executed by the Parties on _____ incorporates the following into the Agreement pursuant to Section 3.B. This Amendment is effective on the last signature date below.

1. Scope: Grant PUD has determined a _____ Study is required. Grant PUD shall provide or contract for resources with the appropriate credentials and skills to complete the study.
2. Consideration: Customer shall pay a deposit in the amount of \$_____ to Grant PUD in accordance with Sections 4.B and 4.D of the Agreement.
3. Except as specifically provided herein, all other Agreement terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

[CPTitle4]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____