

## 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, in part, to serve retail electric customers in central Washington, and, in part, to facilitate the real-time coordination, among several different federal, consumer-owned and investor-owned utility systems;

WHEREAS, Customer is proposing to develop a project or has requested Transfer Service as described in Appendix A per the Customer's application dated \_\_\_\_\_ (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 the following information:

- a description, estimated cost of and schedule for required facilities to interconnect the Project to the Grant PUD transmission system; and
- address the short circuit, instability, and power flow issues identified in the System Impact Study.

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.
- 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/or physical mail. The notification will include the type of study required and the deposit required from Customer. Upon receipt of the deposit in accordance with Section 4.B, Grant PUD shall begin the work.

If any additional studies are required and the Customer does not proceed with such studies according to Section 4.B, this Agreement will be terminated, and the Customer will be removed from the applicable interconnection and/or Transfer Service queue. The Notification Date will be the date on the electronic and/or physical notification provided by Grant PUD per this section.

- 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 in order to complete the studies.
- D. 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 Notification Date per Section 3.B. 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 reference the contract number (\_\_\_\_ - \_\_\_\_\_) and be addressed to:

Via Mail:

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

Via Electronic Funds Transfer:

Bank:	Bank of America
ACH ABA No.:	125000024
WIRE ABA No.:	0260-0959-3
Bank Account No.:	25010109
Email remittance notices to:	<a href="mailto:RemittanceGroup@gcpud.org">RemittanceGroup@gcpud.org</a>

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 <a href="mailto:TransmissionServices@gcpud.org">TransmissionServices@gcpud.org</a>	<b>Full Legal Company Name</b> <b>Attn:</b> <b>Address</b> <b>Address</b> <b>Email</b>

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

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. Nothing in this section shall apply to:

- A. Information which is already in a Party’s possession not subject to any existing confidentiality provisions;
- B. 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;
- C. Information required to be disclosed by court order or by an agency with appropriate jurisdiction; and
- D. Grant PUD sharing the information with an Affected System or a consultant working for Grant PUD to perform studies under this Agreement.

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 Company Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**DESCRIPTION OF PROJECT**