

APPENDIX 5 TO GIP
OPTIONAL INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Interconnection Customer”), and the **Midcontinent Independent System Operator, Inc.**, a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware, sometimes hereinafter referred to as the “Transmission Provider.” Interconnection Customer and Transmission Provider each may be referred to as a “Party,” or collectively as the “Parties.” Any capitalized term used herein but not defined herein shall have the meaning assigned to such term in the GIP and the GIA.

RECITALS

WHEREAS, Interconnection Customer is (i) proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____ or (ii) requesting Transmission Provider to provide a non-binding independent analysis of a potential Generating Facility or generating capacity addition to an existing Generating Facility prior to an Interconnection Customer’s submission of an Interconnection Request;

WHEREAS, Interconnection Customer is proposing to establish an interconnection with the Transmission System; and

WHEREAS, on or after the date when Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that Transmission Provider prepare an Optional Interconnection Study;

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 the Transmission Provider's Commission-approved GIP.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause an Optional Interconnection Study to be performed consistent with Section 10.0 of the GIP.
- 3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Optional Interconnection Study shall be performed solely for informational purposes.
- 5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades and the Network Upgrades, and the estimated cost thereof, that may be required to provide Transmission Service or Interconnection Service based upon the assumptions specified by Interconnection Customer in Attachment A.
- 6.0 Interconnection Customer shall provide a deposit of sixty-thousand dollars (\$60,000.00) for the performance of the Optional Interconnection Study. The Transmission Provider's good faith estimate for the time of completion of the Optional Interconnection Study is [insert date].

Upon delivery of the Optional Interconnection Study report, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Optional Study.

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

- 7.0 Indemnity. To the extent permitted by law, each Party shall at all times indemnify, defend and hold the other Parties harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 8.0 Limitation of Liability. Except with respect to the duties of defense and indemnity expressly provided in this Agreement, a Party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this Agreement, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in the Tariff. The provisions set forth in the Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this Agreement, regardless of whether the obligation is preceded by a specific directive.
- 9.0 Miscellaneous. Except as otherwise provided herein, this Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric

industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the GIP and the GIA.

IN WITNESS WHEREOF, 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.

Midcontinent Independent System Operator, Inc.

By: _____

Name: _____

Title: _____

[Insert name of Interconnection Customer]

By: _____

Name: _____

Title: _____

**Attachment A To Appendix 5
Optional Interconnection Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING
THE OPTIONAL INTERCONNECTION STUDY**

[To be completed by Interconnection Customer consistent with Section 10 of the GIP.]