

APPENDIX 16 TO GIP
AFFECTED SYSTEM STUDY AGREEMENT
Between
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

And
AFFECTED SYSTEM OPERATOR NAME

[Insert MISO or Company cluster to be studied]

THIS AGREEMENT ("Agreement") is made effective as of the [Insert Date], between the **Midcontinent Independent System Operator, Inc.**, a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("MISO"), and **AFFECTED SYSTEM OPERATOR NAME** ("Abbreviation, if applicable" or "Company"). This Agreement is executed between the Parties to facilitate the provision of services relating to [Insert MISO or Company study cluster name] listed in Attachment A attached hereto (the "Project(s)"). MISO and Company each may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, MISO administers Generator Interconnections Procedures ("GIP") pursuant to Attachment X to the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Tariff") to process requests to interconnect generation facilities to the MISO Transmission System ; or

WHEREAS, Company administers interconnection procedures to process requests to interconnect generation facilities to the Company's Transmission System or Distribution System; and

WHEREAS, certain additions, modifications and upgrades, if applicable, must be made to certain existing facilities of the transmission system to accommodate such interconnection; and

WHEREAS, [Insert Study Party's name], referred to as the "Study Party", will perform one or more of the following pursuant to the Projects, referred to as the "Study":

_____ Interconnection System Impact Study for Affected System;

_____ Affected System Study;

_____ Restudy

(specify): _____; or

_____ Other

(specify): _____; and

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained in this Agreement, it is agreed:

- 1.0 Unless otherwise defined herein, terms used in this Agreement with initial capitalization shall have the meaning assigned to such term in Attachment X (GIP) of the MISO Tariff.
- 2.0 The Study Party will perform the Study in accordance with its procedures for Affected System Studies.

- 3.0 The scope of the Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Parties hereby designate the interconnection customers associated with the Projects listed in Attachment A as third-party beneficiaries of this Agreement.
- 5.0 The Parties agree to coordinate in providing each other data, resolve any disputes between the Parties and any third-party beneficiary, and respond to any questions from third parties about the Study consistent with Good Utility Practice.
- 6.0 The Study Party's reasonable cost estimate to perform the Study is \$ [dollars]. The estimated cost is a good faith estimate of the costs to perform the Study. The Parties acknowledge that the estimate may be revised as provided in the Tariff. The Study Party shall reimburse the other Party in full for performing the Study. These reimbursements shall include payment for all actual costs of the Study.
- 7.0. [Insert Funding Party's Name], referred to as the "Funding Party," with this Study Agreement, shall submit a refundable deposit in the amount of \$ [dollars] (the "Deposit"). The Deposit will be applied toward the costs of the Study. The Funding Party shall prepay the costs of any study, analysis and review work performed by or on behalf of the Study Party to the extent such costs exceed the Deposit. There will be a refund to the Funding Party the portion of the Deposit that exceeds the amount of the costs for the Study. The Study Party shall invoice the Funding Party, from time to time, for the amount(s) by which the costs for the Study exceed the amount of the Deposit and any prepayments. The Funding Party shall pay any such invoice within thirty (30) days of receipt.
- 8.0 The Parties agree to use reasonable efforts to complete the Study and provide a final report by the later of: (1) ninety (90) days from the date all necessary information and documents

are received and the completion of the higher queued Interconnection Study the Study Party deems as necessary for the Study, or (2) when applicable, the DPP AFS Date for the study cycle and phase as posted by MISO in MISO's most recent monthly DPP schedule update, or (3) as specified in Attachment A or Attachment B of this Agreement. The Parties will provide notice and reasonable justification if the date must be extended.

9.0. Payment will be coordinated between the following parties:

| | |
|-------------------------------|--|
| AFFECTED SYSTEM OPERATOR NAME | MISO |
| [Title], [Department] | Director, Finance and Accounting |
| [Address Line 1] | 720 City Center Drive |
| [Address Line 2] | Carmel, IN 46032 |
| Telephone: [number] | Telephone: 317-249-5525 |
| Email: [Add Email] | Email: APIInvoice@misoenergy.org Email: GI-AFS@misoenergy.org |

10.0 The Parties acknowledge and agree that, in performing the Study, the Parties will have access to and receive information of a confidential nature from the Parties, transmission owners, and Projects. The Parties agree to maintain the confidentiality of any such information in accordance with the terms of the Universal Non-Disclosure Agreement executed between AFFECTED SYSTEM OPERATOR NAME and MISO, effective [Date].

- 11.0 This Agreement is not intended to alter or amend any existing agreement between the Parties, but is intended to confirm the terms under which MISO and the Company will coordinate with respect to the Study for the Projects listed in Attachment A.
- 12.0 Miscellaneous. Each Party shall perform its obligations in accordance with their Tariff and Business Practices Manuals.
- 13.0 Term of Agreement. This Agreement shall remain in effect until the conclusion of all applicable Study(ies) or upon termination of this Agreement in accordance with Section 14.0.
- 14.0 Termination Procedures. A Party may terminate this Agreement at any time prior to the initiation of the Study(ies) with written notice to the other Party. This Agreement may be terminated prior to the initiation of the Study(ies) if either 1) The Funding Party fails to pay the applicable Study Deposit within 30 days of the execution of this Agreement or 2) The Funding Party fails to timely provide any information requested by the Study Party.
- 15.0 If the Study Party does not meet the study deadlines, the Study Party shall be subject to the financial penalties as described in their Tariff or as outlined in existing JOA/JPA, and other agreements filed with the Commission. If MISO is the Study Party, MISO may be subject to penalties according to Attachment X (GIP) of the MISO Tariff Section 3.9.
- 16.0 Upon making a determination that a Phase 3 Affected System Study or Interconnection System Impact Study for Affected System Restudy ("Further Study") is needed, the Funding Party may send a request by electronic mail to the Study Party requesting a quote to perform the Further Study or confirmation of an earlier quote ("Quote Request Email"). The Quote Request Email shall contain the following information: (1) the name of the projects to be studied, and, if applicable, the study cycle; (2) any models or data intended for use in the Further Study, (3) the deadline by which the Further Study is to be completed and delivered,

and (4) such other information deemed advisable to include. If the Study Party requires additional information to issue a quote or perform the Further Study, the Study Party shall request such additional information within five (5) business days after receiving the Quote Request Email. Within five (5) business days after the date of the transmitted Quote Request Email or, if applicable, five (5) business days after the date of receiving of the requested additional information from the Funding Party, the Study Party will transmit by electronic mail to the Funding Party an estimated total cost for the Further Study requested in the Quote Request Email and a statement of the estimated completion date (“Quote Response Email”). The Parties shall indicate acceptance of the terms specified in the Quote Response Email by providing a Statement of Work for Further Study in the form of Attachment B by electronic mail. The Parties shall indicate acceptance of the terms specified in Attachment B by electronic mail and such acceptance shall create a binding agreement between MISO and the Company.

- a. In accordance with Indiana’s Uniform Electronic Transactions Act (I.C. 26-2-8-101 *et seq.*), the Parties agree to transact business electronically for purposes of forming binding agreements to perform the Further Study. For purposes of Section 10, all electronic mail correspondence regarding the Further Study shall be directed to the Authorized Representative(s) identified by MISO and the Company respectively in Section 10(b) of this Agreement. Notwithstanding any other provision herein, the parties agree that any commitments, estimates, and authorizations issued or agreed to by each party’s Authorized Representative relating to the Further Study shall be binding upon the Authorized Representative’s party without need for any further writing provided that the following conditions are met:

- i. The offer, acceptance, or representation displays an electronic mail address matching one of the electronic mail addresses listed in Section 10(b) of this Agreement, as may be amended;
- ii. The offer, acceptance, or representation is addressed to an electronic mail address matching one of the electronic mail addresses listed for the other party in Section 10(b) of this Agreement, as may be amended;
- iii. The terms are contained in the form of Attachment B included in the electronic mail specified in Section 10 of this Agreement; and
- iv. The acceptance of an offered Statement of Work for Further Study includes a .PDF format Statement of Work in the form of Attachment B with the “Acknowledgment” box checked and no terms changed from the Statement of Work submitted by the Authorized Representative of the other party. A purported acceptance that varies the terms of the offer shall be deemed a counteroffer.

If all of the foregoing conditions are met, the displayed electronic mail address of the sending party’s Authorized Representative shall constitute the Authorized Representative’s signature and the other party may rely on it as a signed writing capable of binding the sending party absent actual knowledge that the electronic mail was not in fact sent by the other party.

- b. The Parties designate the following individual(s) to act as their Authorized Representatives, to issue and/or accept terms, quotes, and authorizations regarding the Further Study:

- i. For MISO:

(1) [First and Last Name], [Title], [Department], [Phone Number], [EMAIL]

(2) [First and Last Name], [Title], [Department], [Phone Number], [EMAIL]

ii. For Company:

(1) [First and Last Name], [Title], [Department], [Phone Number], [EMAIL]

(2) [First and Last Name], [Title], [Department], [Phone Number], [EMAIL]

Either Party may change their Authorized Representative or update information by sending a written notice to the other party stating the change and providing updated contact information by certified mail. Such changes shall not be deemed amendments to this Agreement and shall be effective ten (10) Business Days after mailing or at such earlier time as the receiving party acknowledges receipt of the written notice.

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 written below.

Company

Midcontinent Independent System Operator, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A

The Study shall be based upon information supplied by the Funding Party to include the designated Point(s) of Interconnection (“POI”) of the generating facilities and configuration(s) to be studied. Unless otherwise waived, the Funding Party shall submit information pursuant to this Agreement, and as otherwise determined to be reasonable and appropriate to complete an accurate and timely Study.

The Projects:

[Insert MISO or Company cluster to be studied]

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Objective and Scope

The Study is intended to identify the impacts of the Project(s) on the Study Party's transmission system. As part of the Study, these analyses shall be performed:

1. a steady-state thermal analysis;
2. a voltage analysis;
3. transient stability analysis; and
4. short circuit screening analysis.

Study Deliverables

An Affected System Study Report or an Interconnection System Impact Study for Affected Systems Report will be provided by the Studying Party to the Funding Party at the conclusion of this Study that contains the following:

- Description of study assumptions;
- List of any associated transmission constraints and the corresponding system conditions;
- List of any required system protection modifications with as much detail as may be available;
- List of any contingent facilities;
- List of any required transmission system modifications;
- Estimated cost for any required modifications;
- Project-by-project cost allocation (if modifications are identified).

Study Commencement Date:[DATE]

Study Completion Deadline: [DATE]

Deposit for Study \$_____. Consistent with Section 6.0 and 7.0 of the Agreement, this amount must be paid before this request is considered to have been received and is therefore eligible for acceptance under the terms of the Agreement Section 6.0 and 7.0.

Additional Terms and Requirements

No additional information, terms, or requirements beyond this Attachment A, MISO Tariff

Conflicts, Scope & Incorporation of Terms: The terms of the Agreement shall be applicable to this SOW. Terms contained in correspondence between the Parties that are not incorporated into this SOW shall not be deemed binding or of any effect. The terms of this SOW shall govern only the Study identified herein.

Attachment B

Form of Statement of Work for Further Study:

**Phase 3 Affected System Study or Interconnection System Impact Study for Affected
System Restudy**

This Statement of Work (“SOW”) is made by the Midcontinent Independent System Operator, Inc. (“MISO”), and **AFFECTED SYSTEM OPERATOR NAME** (“Abbreviation, if applicable” or “Company”) pursuant to that [DATE] Affected System Study Agreement for [Insert MISO or Company cluster to be studied] (“Agreement”). Through this SOW, additional study is needed (“Further Study”). MISO and Company agree that the Further Study shall be conducted and compensated according to the following terms:

1. Name: [Insert MISO or Company cluster to be studied]

2. Type of Study: _____

3. Projects: List of Projects in Section 7

4. Study Commencement Date:[DATE]

5. Study Completion Deadline: [DATE]

6. Deposit for Study \$_____. Consistent with Section 6.0 and 7.0 of the Agreement, this amount must be paid before this request is considered to have been received and is therefore eligible for acceptance under the terms of the Agreement Section 6.0 and 7.0.

7. Scope and Deliverables

Objective and Scope and **Study Deliverables** will be the same as initial Study, as outlined in Attachment A.

Revised Project List:

[Project List]

8. Additional Terms and Requirements

No additional information, terms, or requirements beyond this Attachment B, MISO Tariff Attachment X, or MISO Business Practice Manual (“BPM”)-015.

9. Conflicts, Scope & Incorporation of Terms: The terms of the Agreement shall be applicable to this SOW. Terms contained in correspondence between the Parties that are not incorporated into this SOW shall not be deemed binding or of any effect. The terms of this SOW shall govern only the Study identified herein.

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| Company: |
| By (Printed Name and Title): |
| Signature: |
| Date: |

MISO's Acknowledgment.

MISO hereby agrees to the terms of this SOW.

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| By (Printed Name and Title): |
| Signature: |
| Date: |