**SYSTEM IMPACT AND FACILITIES STUDIES AGREEMENT**

**BETWEEN**

**PLATTE RIVER POWER AUTHORITY**

###### **AND**

**[Full Name of Interconnection Party]**

**FOR**

**PROPOSED INTERCONNECTION OF**

**[Project]**

This Agreement is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_, by and between PLATTE RIVER POWER AUTHORITY, a Colorado political subdivision, hereinafter referred to as "Platte River," and [Full Name of Interconnection Party], a [abbreviated corporate information], hereinafter referred to as "[Name].” Platte River and [Name] are referred to hereinafter individually as a “Party” or collectively as the “Parties”.

1. Recitals
   1. Platte River is a municipal electric utility engaged in generating, purchasing, and transmitting electric energy to its municipal customers in Estes Park, Fort Collins, Longmont, and Loveland, Colorado.
   2. [Name] is a [expanded corporate information].
   3. [Name] is proposing to develop [description of Interconnection Project] and interconnect at Platte River’s [facility and location].
   4. [Name] has requested Platte River to perform a System Impact Study and if necessary a Facilities Study (Studies, collectively) to assess the impacts of connecting the [Interconnection Project] to Platte River’s transmission facilities, transmission system, and neighboring facilities and systems.
   5. [Name] desires to have the [Project] completed and in-service by [date].

2. Contract. The Parties agree to the terms and conditions set forth herein.

3. Term of Agreement. This Agreement shall become effective on the date first written above and shall remain in effect for two (2) years, or until the Studies are finalized, whichever occurs first.

4. System Impact Study Report. [Name] shall provide all data required by Platte River to perform the study. Platte River shall provide a report as described in the System Impact Study section of its Interconnection Request Procedure. The study will be performed in accordance with Platte River’s Reliability Criteria and Assessment Practices for Transmission Studies.

5. Facilities Study Report. [Name] shall provide all data required by Platte River to perform the study. Platte River shall provide a report as described in the Facilities Study section of its Interconnection Request Procedure.

6. Interconnection Agreement. Platte River and [Name] will draft an interconnection agreement specific to the Interconnection Project using Platte River’s Interconnection Agreement template.

7. Deposit, Billing, and Payment. [Name] shall provide a deposit of $100,000 for the performance of the Studies identified above and development of an Interconnection Agreement. If the deposit is insufficient to fully perform the Studies and develop the Interconnection Agreement, Platte River will request an additional deposit. Platte River will cease work on the Studies and Interconnection Agreement until a deposit is received. Upon receipt of the final reports of the Studies and execution of the Interconnection Agreement, Platte River shall refund to [Name] any unused amount of the deposit.

Payment is due Platte River within thirty (30) days of receipt of invoice. Platte River labor costs will be based upon Platte River’s cost of labor including pension, benefits, and overhead, plus administrative and general (A&G) expenses. Contracted consultant labor, material, and equipment costs will be passed through to [Name] with no additional charge. Upon request, Platte River shall make reasonably available to [Name] all books, accounts, and records pertaining to Platte River’s performance hereunder.

8. Relationship of the Parties. The Parties are separate entities, and nothing in this Agreement shall be construed to create a joint venture or partnership or any rights or liabilities except to the extent provided herein.

9. Dispute Resolution.

9.1 Disputes will first be submitted to the management of the Parties for consideration. In the event that a dispute cannot be resolved by the management of the Parties, the dispute may, if the Parties agree, be submitted to arbitration under Sections 9.2 through 9.3 of this Agreement. Alternatively, the dispute may be filed in the Larimer County District Court, or if that court does not have jurisdiction, such other Colorado court that does have jurisdiction.

9.2 In the event of arbitration, each Party shall select one arbitrator. The selected arbitrators shall then select a mutually agreeable third arbitrator. The three selected arbitrators shall hear the arbitration. Arbitration must be commenced within six months of when the disputed matter was submitted to arbitration. The arbitrators shall have discretion to establish discovery, hearing schedules, and arbitration procedures. The arbitrators may afford the Parties any or all of the discovery rights provided for in the Colorado Rules for Civil Procedure. Unless otherwise specified in this Agreement, arbitration shall be governed under the rules and procedures of the American Arbitration Association. Arbitration shall be binding on the Parties. Arbitration shall be in Fort Collins, Colorado.

9.3 Costs for the arbitration procedure and payment to the arbitrators shall be divided equally by the Parties. Each Party shall be responsible for its own attorney costs, discovery costs, and other associated costs incurred as a result of arbitration.

10. Amendments. This Agreement may be amended, changed, modified or altered, provided that such amendment, change, modification or alteration shall be in writing and signed by both Parties hereto.

11. No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

12. Notices. Any notice, demand or request pursuant to this Agreement shall be in writing and shall be considered properly given when delivered in person, sent by either registered or certified mail, or sent by national overnight delivery service, postage prepaid to the following addresses:

For Platte River:

Platte River Power Authority

Attn: General Manager

2000 East Horsetooth Road

Fort Collins, CO 80525-5721

For [Name]:

13. Authority to Execute. Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates such Party.

The Parties have executed this Agreement as of the day and year set forth in Section 1 above.

#### PLATTE RIVER POWER AUTHORITY

By:

Jackie A. Sargent

#### Title: General Manager

Address: Platte River Power Authority

2000 East Horsetooth Road

Fort Collins, CO 80525-5721

[Name]

By:

name

#### Title: title

Address: 1

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