

## ATTACHMENT 4

### INTERCONNECTION STUDY AGREEMENT

This **AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, (“Customer”) and the US Virgin Island Water and Power Authority, existing under the laws of the U.S. Virgin Islands (“WAPA”). Customer and WAPA each may be referred to as a “Party” or collectively as the “Parties.”

#### RECITALS

**WHEREAS**, Customer is proposing to develop a Generating Facility as provided in its Interconnection Application to WAPA, dated \_\_\_\_\_, 20\_\_ (the “Application”), and

**WHEREAS**, Customer desires to interconnect the Generating Facility with WAPA’s Distribution System; and

**WHEREAS**, WAPA has determined that an Interconnection Requirements Study is necessary to assess the proposed interconnection of Customer’s proposed Generating Facility to WAPA’s Distribution System;

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

1. When used in this Agreement, capitalized terms shall have the meanings indicated. Capitalized terms that are not defined in this Agreement shall have the meanings specified in WAPA’s Interconnection Procedures.
2. Customer elects and WAPA shall cause to be performed a Interconnection Requirements Study consistent with the Interconnection Procedures.
3. The scope of the Interconnection Requirements Study shall be based on information supplied in the Interconnection Application and the results of Initial Review and Supplemental Review.
4. WAPA reserves the right to request additional technical information from Customer as may reasonably become necessary consistent with good engineering and operating practices during the course of the Interconnection Requirements Study. If after signing this Agreement, Customer (with WAPA’s consent) modifies its Interconnection Application or any of the information or assumptions provided to WAPA, the time to complete the Interconnection Requirements Study may be extended by agreement of the Parties.
5. In performing the Interconnection Requirements Study, WAPA may rely, to the extent reasonably practicable, on existing studies of recent vintage. Customer will not be charged for such existing studies; however, Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the Interconnection Requirements Study.
6. WAPA may require a study deposit of the greater of fifty (50) percent of estimated non-binding good faith study costs or \$10,000.
7. The Interconnection Requirements Study shall be completed and the results shall be transmitted to

Customer [within one-hundred fifty (150) calendar days] after this Agreement is signed by the Parties.

- 8. Study fees shall be based on actual costs and will be invoiced to Customer after the study is transmitted to Customer.
- 9. Customer shall pay any actual study costs that exceed the deposit within thirty (30) days of receipt of the invoice. WAPA shall refund any excess amount without interest within thirty (30) Days of the invoice.

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.

For WAPA

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_

For Customer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (printed): \_\_\_\_\_

Are attachments included to supplement or modify information contained in the Bid?  
\_\_\_\_\_ Yes      \_\_\_\_\_ No