

**GEORGIA TRANSMISSION CORPORATION**

**CONFIDENTIAL AND PROPRIETARY**

**SYSTEM IMPACT STUDY AGREEMENT – (SISA)**

BETWEEN

---

AND

GEORGIA TRANSMISSION CORPORATION  
(AN ELECTRIC MEMBERSHIP CORPORATION)

FOR

GENERATION INTERCONNECTION (GI- \_\_\_\_\_)

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**Effective as of**

\_\_\_\_\_, 20\_\_

**GEORGIA TRANSMISSION CORPORATION**  
**SYSTEM IMPACT STUDY AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 20\_\_\_\_, is entered into by and between \_\_\_\_\_(the “Customer”) and Georgia Transmission Corporation (“GTC”), to set forth the terms, conditions and costs for GTC to conduct a System Impact Study (the “Study”) relative to the Customer’s request for \_\_\_\_\_ MW for the interconnection of \_\_\_\_\_ Plant.

1. The Customer agrees to provide, in a timely and complete manner, all required information and technical data necessary for GTC to conduct the Study. The Customer understands that it must provide all such information and data prior to GTC’s commencement of the Study, and to update or provide additional information as the Study progresses.
2. All work pertaining to the Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of GTC and the Customer. All required notices, requests, or demands must be served upon the designated and authorized representatives at the addresses set out below:

For GTC: Patrick McGovern  
 Manager, System Services  
 Georgia Transmission Corporation  
 2100 East Exchange Place  
 Tucker, Georgia 30084  
 Phone: 770-270-7940  
 Fax: 770-270-7450

For Customer: Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

3. GTC will advise the Customer, in writing, of any additional studies as may be deemed necessary by GTC. Any such additional studies shall be conducted only if required by Good Utility Practice and shall be subject to the Customer’s consent to proceed, such consent not to be unreasonably withheld.

4. GTC contemplates that it will require \_\_\_ days to complete the Study after all of the necessary data is received. GTC will, in writing, advise the Customer of any additional time that may be necessary to complete the Study. Upon completion of the Study by GTC, GTC will provide a preliminary report to the Customer based on the information provided and developed as a result of this effort. The scope of work to be included in the Study is outlined in Exhibit A. If, upon review of the Study results, the Customer decides to pursue the interconnection, GTC will, at the Customer's direction, tender a Facilities Study Agreement within thirty (30) days. The Study and Facilities Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Customer's proposed interconnection service to the Georgia Integrated Transmission System ("ITS") and shall be furthermore utilized in obtaining necessary third-party approvals of any facilities and requested transmission services. The Customer understands and acknowledges that any use of Study results by the Customer or its agents, whether in preliminary or final form, prior to any approval needed under the Integrated Transmission System Agreement between GTC and Georgia Power Company, is completely at the Customer's risk and that GTC will not guarantee or warrant the completeness, validity or utility to Study results prior to such approval.
5. The estimated costs contained within this Agreement are GTC's good faith estimate of its costs to perform the Study contemplated by this Agreement. The actual costs charged to the Customer by GTC may change as set forth in this Agreement. Payment will be required for all study, analysis, and review work performed by GTC or its designated agent, all of which will be billed by GTC to the Customer in accordance with Paragraph 6 of this Agreement.
6. The payment required from the Customer to GTC for the primary system analysis, coordination, and monitoring of the Study is estimated to be \$\_\_\_\_\_ (the "Estimated Study Price"). The customer shall pay GTC the Estimated Study Price in advance of GTC initiating the Study. GTC will, in writing, advise the Customer in advance of any cost increases for work to be performed if the total amount increases by ten percent (10%) or more over the Estimated Study Price. Any such changes to GTC's costs for the Study work shall be subject to the Customer's consent, such consent shall not be unreasonably withheld. The Customer shall, within thirty (30) days of GTC's notice of a cost increase, either authorize such cost increase and make payment in the amount set forth in such notice, or GTC will suspend the Study and this Agreement will terminate immediately.

In the event this Agreement is terminated for any reason, GTC shall refund to the Customer the portion of the above identified payment or any subsequent payment to GTC by the Customer that reflects amounts above those that GTC actually expended in performing its obligations under this Agreement. Any additional billings under this Agreement shall be subject to an interest charge computed in accordance with the provisions of GTC's Transmission Service Tariff ("Tariff"). Payments for work performed shall not be subject to refunding except in accordance with Paragraph 7 of this Agreement.

7. If the actual costs for the work exceed the Estimated Study Price, the Customer shall make a payment to GTC for such actual costs within thirty (30) days of the date of GTC's invoice for such costs. If the actual costs for the work are less than that of the Estimated Study Price, GTC will credit such difference toward GTC costs unbilled, or in the event there will be no additional billed expenses, the amount of the overpayment will be returned to the Customer with interest computed as stated in Paragraph 6 of this Agreement, from the date of reconciliation.
8. Nothing in this Agreement shall be interpreted to give the Customer immediate rights to wheel over or interconnect with the ITS. Such rights shall be provided for under separate agreement and in accordance with GTC's interconnection agreement and/or a transmission services agreement under the GTC Tariff, and thus, GTC's estimated costs contained within this Agreement do not include any estimates for wheeling charges that may be associated with the transmission of facility output to third parties or with rates for station service.
9. Within three (3) months following GTC's issuance of a final bill under this Agreement, the Customer shall have the right to audit during normal business hours, GTC's accounts and records at the offices where such accounts and records are maintained; provided, however, that written notice shall have been given five (5) business days prior to any audit and further provided that the audit shall be limited to those portions of such accounts and records that related to service under this Agreement. GTC reserves the right to assess a reasonable fee to compensate for the use of its personnel time and resources in assisting any inspection or audit of its books, records or accounts by the Customer or its designated agent.
10. Each party agrees to indemnify and hold the other party and its affiliated companies and the trustees, directors, officers, employees, and agents of each of them (collectively "Affiliates") harmless from and against any and all damages, costs (including reasonable attorneys' and consultants' fees), fines, penalties and liabilities, in tort, contract, or otherwise (collectively "Liabilities") resulting from claims of third parties arising, or claimed to have arisen, as a result of any acts or omissions of either party under this Agreement. Each party hereby waives recourse against the other party and its Affiliates from any and all Liabilities arising from damage to its property due to performance under this Agreement by GTC, except to the extent of gross negligence or intentional wrongdoing by GTC.
11. If either party materially breaches any of the provisions of this Agreement, following written notice to the breaching party, a thirty (30) day right to cure period shall commence upon receipt of such written notice by the non-breaching party. If the breaching party fails to cure the breach, the non-breaching party may terminate this Agreement by serving a written notice of termination with the other party to this Agreement. This remedy is in addition to any other remedies which may be available to the injured party; provided, however, that upon termination, payment(s) for work performed pursuant to this

Agreement shall not be subject to refunding except in accordance with Paragraph 7 of this Agreement.

12. This Agreement shall be construed and governed in accordance with the laws of the State of Georgia without regard to choice of law provisions and with any other legal requirement as may be modified from time to time.
13. All amendments to this Agreement shall be in writing executed by both parties.
14. The terms and conditions of this Agreement shall be binding on the successors and permitted assigns of either party hereto.
15. This Agreement will remain in effect for a period of up to one (1) year from its effective date, and is subject to extension by mutual agreement in writing of the parties hereto. Either party may terminate this Agreement by thirty (30) days' written notice except as otherwise provided herein. Upon termination, payment(s) for work performed pursuant to this Agreement shall not be subject to refund except in accordance with Paragraph 7 of this Agreement.

GEORGIA TRANSMISSION CORPORATION

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

Name: Keith T. Daniel

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

Title: Sr. Vice President, Transmission Policy

\_\_\_\_\_

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

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

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

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

## **EXHIBIT A**

### **Scope of Work for System Impact Study**

#### **General**

The System Impact Study shall identify any system constraints and redispatch options, additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. The Customer understands that GTC may share generator data provided by the Customer and the results of the System Impact Study with MEAG Power, Georgia Power Company, and Dalton Utilities in their capacity as ITS Participants.

The System Impact Study methodology is outlined in GTC’s Transmission Service Tariff (“Tariff”). The Tariff methodology defines the actual tasks that may be performed to ensure that a complete evaluation of system impact is made and that the associated costs are born by the proper entity.

#### **System Impact Study Method**

- 1.0 Create a Reference Case Model.
- 2.0 Create a Transaction Case Model.
- 3.0 Determine critical contingencies for the Reference Case and the Transaction Case.
- 4.0 Determine the requirements for interconnection facilities and additions / modifications to the ITS.

#### **1.0 Reference Case Model**

The development of models to evaluate system performance during a snapshot in time are the reference models. The models will include a static representation of generation dispatch, loads, transactions and system conditions. A set of Base Case models is developed annually to reflect peak demand situations for a number of years. However, it may be necessary to make some changes to the Base Case models regarding firm transactions, non-firm transactions, special facility ratings and dispatch changes to create Reference Case Models that reflect current or projected system conditions. These conditions would include shoulder peak and valley load levels.

The cost for the development of the Reference Case Models will be borne by GTC. The cost for the development of the models and the analyses described in Section 2.0 through Section 4.0 below will be the responsibility of the Customer.

## **2.0 Create Transaction Case Models.**

GTC shall model the transaction so that it represents the expected system configuration, generation dispatch, and system conditions. Any new generation must be supplied with all data necessary to complete an evaluation of dynamic stability.

## **3.0 Determine the critical contingencies for the Reference Case and the Transaction Case Models.**

Identify the critical contingencies resulting in equipment operation outside the range of normal operation as defined for the ITS. Contingencies which cause conditions which violate planning criteria will be identified for both the Reference Case and the Transaction Case Models.

## **4.0 Determine the system modifications required to offset transaction impact.**

Perform studies to identify specific transmission line and substation facility additions and modifications necessary to provide the physical electrical connection between the generator's facilities and the ITS at the point of interconnection.

Perform studies to identify specific additions and modifications to the ITS's transmission line and substation facilities necessary for generator stability, short circuit requirements, and physical impacts associated with non-firm Transmission Service from a new generator interconnection to the ITS.

A description of GTC's methodology for completing a Study is provided in the Tariff, Attachment D, Methodology for Completing a System Impact Study.