

ATTACHMENT 3

INTERCONNECTION FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, [corporate description of Generator] existing under the laws of the Province of _____, sometimes hereinafter referred to as "Generator," and Manitoba Hydro, a corporation incorporated pursuant to the provisions of The Manitoba Hydro Act, R.S.M. 1987, c.H190. Generator and Manitoba Hydro each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Generator has submitted an Interconnection Request to Manitoba Hydro pursuant to the terms and conditions of the Manitoba Hydro Open Access Interconnection Tariff with respect to a ____ MW generation facility located or to be located at _____ (Facility); and

WHEREAS, Generator has requested that Manitoba Hydro prepare an Interconnection Facilities Study to determine the facilities necessary to accommodate the Interconnection Request, and to address any reliability problems identified in the Interconnection Evaluation Study;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed as follows:

- 1.0 The terms used in this Agreement with initial capitalization shall have the meanings specified in the Manitoba Hydro Open Access Interconnection Tariff.
- 2.0 Manitoba Hydro shall perform or cause to be performed an Interconnection Facilities Study ("Study") and prepare an Interconnection Facilities Study Report to be performed in accordance with the Manitoba Hydro Open Access Interconnection Tariff, subject to the assumptions set forth in Exhibit A of this Agreement .
 - 2.1 Manitoba Hydro estimates that the Interconnection Facilities Study Report will be complete on or before _____.

- 3.0 The Study shall be based on the results of the Interconnection Evaluation Study performed for the Interconnection Request. Manitoba Hydro reserves the right to request additional technical information from Generator as may become necessary during the course of the Interconnection Facilities Study. If Generator's Interconnection Request is modified or the technical information provided is modified, incomplete, or inaccurate, the time to complete the Interconnection Facilities Study may be extended and/or the results may be inaccurate.
- 4.0 The final Interconnection Facilities Study Report ("Study Report") shall provide the following information:
- (i) Identification of the Transmission Owner Interconnection Facilities and Interconnection System Upgrades.
 - (ii) A non-binding good faith estimate of the cost to install the Transmission Owner Interconnection Facilities and Interconnection System Upgrades.
 - (iii) A good faith estimate of the schedule to complete the installation of the Transmission Owner Interconnection Facilities and Interconnection System Upgrades.
- 5.0 Generator shall make an initial payment of the estimated cost for performance of the Study and preparation of the Study Report in the amount of \$_____ at the time of delivering the executed Agreement to Manitoba Hydro. Manitoba Hydro shall charge and Generator shall pay for all actual costs of the Study and Study Report after completion of the Study Report or withdrawal or termination of the Interconnection Request, whichever occurs first. Such payment shall be due and payable within 30 days of the Generator being invoiced unless the Generator's Interconnection Request is terminated for insolvency pursuant to Section 17.2 of the Manitoba Hydro Open Access Interconnection Tariff, in which case the provisions of Section 17.2 of the Tariff shall apply.

If after completion of the Study Report, or upon withdrawal or termination of the Interconnection Request, the deposit paid by Generator exceeds the actual costs of the Study and preparation of the Study Report, Manitoba Hydro shall refund the excess amount to Generator within 30 days or, at the direction of the Generator, apply the excess amount towards the costs to be paid by Generator pursuant to an Interconnection and Operating Agreement.

- 6.0 Actual interconnection of the Facility shall be subject to the provisions of the Manitoba Hydro Open Access Interconnection Tariff and applicable regulatory and any other required approvals.
- 7.0 This Agreement is subject to the provisions of Manitoba Hydro's Open Access Interconnection Tariff.
- 8.0 This Agreement shall be governed and interpreted in accordance with the laws of the Province of Manitoba.
- 9.0 This Agreement shall not be assigned without the prior written consent of the other Party.
- 10.0 Any amendments to this Agreement shall be in writing and signed by the Parties.
- 11.0 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all prior oral and written representations. There are no representations, conditions, warranties or agreements, express or implied, with respect to or collateral to this Agreement other than those contained or expressly incorporated herein.
- 12.0 Manitoba Hydro is an independent contractor. This Agreement shall not create the relationship of employer and employee, principal and agent, partnership or joint venture between Manitoba Hydro and Generator or between Generator and any officers, employees or agents of Manitoba Hydro.
- 13.0 Generator acknowledges that Manitoba Hydro is relying upon information provided by the Generator and other parties in the preparation of the Study and Study Report.
- 14.0 Manitoba Hydro makes no representations or warranties with respect to the accuracy, completeness, reliability or suitability of the Study and Study Report. Generator assumes any and all risk and responsibility for use of, and reliance on, the Study and Study Report. Generator disclaims and waives any rights or remedies that it might otherwise have against Manitoba Hydro in contract, tort, equity or other legal cause of action for faults, errors, defects, inaccuracies, omissions, suitability or reliability of the Study and Study Report.

- 15.0 Generator agrees to indemnify and hold harmless Manitoba Hydro and its successors and assigns from and against all actions, causes of action, claims, damages, costs, liability, debts, demands, damage to property or persons, including damages, costs and losses suffered by Manitoba Hydro and claims brought against Manitoba Hydro by any third party whatsoever, in respect of, or arising directly or indirectly out of this Agreement.
- 16.0 All products of, or resulting from, the performance of the Study and preparation of the Study Report by Manitoba Hydro in the course of performing this Agreement, including but not limited to, all information, drawings, Reports, records, documents, research notes, data, photographs, maps, materials, drafts, working drafts, documents or tangible assets and any intellectual property therein, including patent, trademark, copyrights, design and trade secrets (hereinafter collectively referred to as "Service Product") shall become the exclusive property of Manitoba Hydro immediately upon creation or assembly, notwithstanding the fact that all or a portion of the data provided by Generator may be incorporated within the Service Product. The Generator shall have no right to copy, modify, amend, alter, sell, lend or dispense of any such Service Products in any manner for any reason.
- 17.0 The Generator shall have no right to use the Service Products except for the purpose of determining whether the Generator shall proceed with having Manitoba Hydro provide Interconnection Service pursuant to an Interconnection and Operating Agreement or for the purpose of fulfilling Generator's obligations pursuant to an Interconnection and Operating Agreement.
- 18.0 Neither Party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement. Neither Party shall be relieved of liability for failure of performance to the extent that such failure is due to a remediable cause which it fails to remove or remedy within a reasonable period of time.
- 18.1 In this Agreement, an event of "Force Majeure" means any act of God, labour disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's reasonable control which cause could not have been avoided by the exercise of Good Utility Practice. A Force

Majeure event does not include an act of negligence or intentional wrongdoing or economic hardship or insolvency.

18.2 If there is a Force Majeure event that has affected a Party's ability to perform its obligation under this Agreement the Party shall forthwith (and in any event no later than the end of the next business day after it first becomes aware that an occurrence constitutes a Force Majeure event) notify the other Party in writing of the reasons why it believes the occurrence constitutes a Force Majeure event, identifying the nature of the event, its expected duration, and the particulars of the obligations affected by the event, and furnish to the other Party reports with respect to the Force Majeure event at such intervals as the other Party may reasonably request during the continuance of the Force Majeure event.

18.3 If there is a Force Majeure event affecting a Party's ability to perform its obligations under this Agreement, the Party shall be prompt and diligent in removing, if practicable, the cause of such inability to perform, but nothing in this Agreement shall be construed as permitting a Party to continue to fail to perform after said cause has been removed. Notwithstanding the foregoing, a Party shall not be obligated to agree to any settlement of a strike or labour dispute which, in that party's sole opinion, may be inadvisable or detrimental.

19.0 This Agreement may be executed in any number of counterparts, including counterparts signed by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A photocopied and/or facsimile copy of this Agreement bearing a signature of each Party, in a single document or as counterparts thereof as provided for herein, shall be deemed an original executed version of this Agreement.

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.

Manitoba Hydro

[Insert name of Generator]

By: _____
Name (typed or printed): _____
Title: _____

By: _____
Name (typed or printed): _____
Title: _____

Exhibit A
to
Interconnection Facilities Study Agreement

The Interconnection Facilities Study will be based on the following assumptions:

Issued by: E. Tymofichuk
Issued on: December 12, 2003
Revised: June 9, 2006

Effective: June 9, 2006