

System Impact Study Agreement

This agreement is made and entered into this _____ day of _____ by and between _____, a _____ (corporation/limited liability company organized and existing under the laws of the State of _____, or an individual) ("Applicant,") and _____, a _____ existing under the laws of the State of _____, ("Public Utility"). Applicant and Public Utility may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, The Applicant is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Application completed by the Applicant on _____;

Whereas, the Applicant desires to interconnect the Small Generating Facility with the Public Utility's Distribution System ("EDS");

Whereas, the Public Utility has completed an Interconnection Feasibility Study and provided the results of said study to the Applicant (This recital to be omitted if the Parties have agreed to forego the feasibility study.); and

Whereas, the Applicant has requested the Public Utility to perform a System Impact Study to assess the impact of interconnecting the Small Generating Facility with the Public Utility's EDS, and of any Affected Systems.

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

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the SD Public Utilities Commission's rules, ARSD chapter 20:10:36.
2. Applicant elects and the Public Utility shall cause to be performed a System Impact Study consistent with the SD Public Utilities Commission's rules.
3. The scope of the System Impact Study shall be subject to the assumptions set in the rules and detailed in this Agreement.
4. A system impact study will be based upon the results of the Interconnection Feasibility Study and the technical information provided by the Applicant in its Application, as may be modified as the result of the Scoping Meeting. The Public Utility reserves the right to request additional technical information from the Applicant as may reasonably become necessary consistent with Good Utility Practice during the course of the System Impact Study. If, in the course of the Study, the Applicant finds it necessary to modify the Application, the time to complete the System Impact Study may be extended by mutual agreement of the Parties.

5. The System Impact Study shall consider all generating facilities that, on the date the interconnection system impact study is commenced, are directly interconnected with the Public Utility's system, have a pending higher queue position to interconnect to the system, or have a signed interconnection agreement. At a minimum, the Study may include a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews.

6. The Interconnection System Impact Study shall state the underlying assumptions of the Study; show the results of the analyses; identify any interconnection facilities and system upgrades required to allow the proposed interconnection to occur; and include a good faith, non-binding estimate of the identified interconnection facilities and system upgrades and an estimated delivery schedule.

7. If the applicant sponsored a separate Independent System Impact Study, the Public Utility must also evaluate and address any alternative findings from that Study at the Applicant's expense.

8. The Public Utility estimates that the cost to perform the study is _____. This is a good faith, non-binding estimate. Pursuant to ARSD 20:10:36:23, if required by the Public Utility, the Applicant shall provide a study deposit of _____. A System Impact Study shall be completed on or before _____.

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.

[Insert name of the Public Utility]

Signed _____

Name (Printed): _____ Title _____

[Insert name of the Applicant]

Signed _____

Name Printed): _____ Title _____