

## System Impact Study Agreement

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, (“Interconnection Customer,”) and \_\_\_\_\_, a \_\_\_\_\_ existing under the laws of the State of \_\_\_\_\_, (“Utility”). The Interconnection Customer and the Utility each may be referred to as a “Party,” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer, dated \_\_\_\_\_ and received by the Utility on \_\_\_\_\_; and

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

**WHEREAS**, the Interconnection Customer has requested the Utility to perform a system impact study to assess the impact of interconnecting the Generating Facility with the Utility’s System, and of any Affected Systems;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the Utility shall cause to be performed a System Impact Study consistent with the Interconnection Procedures.
- 3.0 The scope of the System Impact Study shall be subject to the assumptions set forth in Appendix A to this Agreement.
- 4.0 A System Impact Study will be based upon the technical information provided by Interconnection Customer in the Interconnection Request. The Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the System Impact Study.

- 5.0 In performing the study, the Utility shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the System Impact Study.
- 6.0 The System Impact study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Generating Facility as proposed:
  - 6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection, considering the Nameplate Capacity of the Generating Facility;
  - 6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection, considering the Maximum Generating Capacity of the Generating Facility; and
  - 6.3 Initial review of grounding requirements and electric system protection.
- 7.0 The System Impact Study shall model the impact of the Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Generating Facility is being installed.
- 8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.
- 9.0 A System Impact Study shall consist of 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, as necessary.
- 10.0 The System Impact Study will also include an analysis of distribution and transmission impacts as may be necessary to understand the impact of the proposed Generating Facility on electric system operation.
- 11.0 A System Impact Study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service.
- 12.0 The System Impact Study will provide the Preliminary Estimated Upgrade Charge, which is a preliminary indication of the cost and length of time that would be necessary to correct any System problems identified in those analyses and implement the interconnection.
- 13.0 The System Impact Study will provide the Preliminary Estimated Interconnection Facilities Charge, which is a preliminary indication of the cost and length of time that would be necessary to provide the Interconnection Facilities.

- 14.0 A distribution System Impact Study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.
- 15.0 Affected Systems may participate in the preparation of a System Impact Study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a System Impact Study that covers potential adverse system impacts on their electric systems, and the Utility has 20 additional Business Days to complete a System Impact Study requiring review by Affected Systems.
- 16.0 The Utility shall have an additional 15 Business Days from the time set forth in Section 18.0 of the System Impact Study Agreement to complete the dual scenario System Impact Study reports for a Project B.
- 17.0 If the Utility uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the System Impact Study shall consider all generating facilities (and with respect to paragraph 17.3 below, any identified Upgrades associated with such interconnection with a lower Queue Number) that, on the date the System Impact Study is commenced:
- 17.1. Are directly interconnected with the Utility's electric system; or
  - 17.2. Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and
  - 17.3. Have a pending Interconnection Request to interconnect with the Utility's electric system with a lower Queue Number.
- 18.0 The System Impact Study shall be completed within a total of 65 Business Days if transmission system impacts are studied, and 50 Business Days if distribution system impacts are studied, but in any case, shall not take longer than a total of 65 Business Days unless the study involves Affected Systems per Section 15.0 or the studied Interconnection Request is a Project B per Section 16.0. The period of time for the Utility to complete the System Impact Study shall be tolled during any period that the Utility has requested information in writing from the Interconnection Customer necessary to complete the Study and such request is outstanding.
- 19.0 Any study fees shall be based on the Utility's actual costs and will be deducted from the Interconnection Facilities deposit made by the Interconnection Customer at the time of the Interconnection Request. After the study is completed, the Utility shall deliver a summary of costs incurred.
- 20.0 The Interconnection Customer must pay any study costs that exceed the Interconnection Request deposit without interest within 20 Business days of receipt of the invoice. If the deposit exceeds the invoiced fees or the Interconnection Customer's costs exceed the aggregate deposits received and the Interconnection

Customer withdraws the Interconnection Request, the amount of funds equal to the difference will be settled in accordance with Section 6.3 of the NC interconnection Standard.

#### 21.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

#### 22.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

#### 23.0 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.

#### 24.0 Waiver

24.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

24.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

#### 25.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

#### 26.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any

partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

#### 27.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

#### 28.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

28.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

28.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

#### 29.0 Reservation of Rights

The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the City (Town) Manager in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

**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.

**Town of Forest City, NC**

**[Insert name of Interconnection Customer]**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

### **Assumptions Used in Conducting the System Impact Study**

The System Impact Study shall be based upon the Interconnection Request, subject to any modifications in accordance with the Interconnection Procedures, and the following assumptions:

1) Designation of Point of Interconnection and configuration to be studied (to be completed by the Interconnection Customer and the Utility).

2) Other assumptions (listed below) are to be provided by the Interconnection Customer and the Utility.