

## Transmission System Impact Study Agreement

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_, (“Interconnection Customer”), and The City of Olivia Municipal Utilities, a municipal utility existing under the laws of the State of Minnesota, (“Area EPS Operator”), and \_\_\_\_\_, a transmission system owner existing under the laws of the State of Minnesota, (“Transmission Provider”). Interconnection Customer, Area EPS Operator and Transmission Provider each may be referred to as a “Party,” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, the Interconnection Customer is proposing to develop a Distributed Energy Resource or generating capacity addition to an existing DER, (in either case referred to herein as a “DER”), interconnected to the Area EPS Operator’s Electric System, as described in the Interconnection Application completed by the Interconnection Customer and submitted to the Area EPS Operator on \_\_\_\_\_; and

**WHEREAS**, the Interconnection Customer has requested the Area EPS Operator to work with the Transmission Provider to perform a Transmission System Impact Study to assess the impact on the Transmission Provider’s electric transmission system of interconnecting the DER with the Area EPS Operator’s Electric System, and to determine if there are potential Affected System(s) in addition to the Transmission Provider’s electric transmission system;

**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 City of Olivia Municipal Utilities Distributed Energy Resources Interconnection Process.
2. The Interconnection Customer requests and the Area EPS Operator and its Transmission Provider agrees to perform a Transmission System Impact Study consistent with the City of Olivia Municipal Utilities Distributed Energy Resources Interconnection Process. The Interconnection Customer understands and acknowledges that each of the Area EPS Operator and the Transmission Provider may perform separate system impact studies. The scope of a Transmission System Impact Study shall be subject to the assumptions set forth in this Agreement; including Attachment A.
3. A Transmission System Impact Study will be based upon the technical information provided by Interconnection Customer in the Interconnection Application. Each of the Area EPS Operator and Transmission Provider reserve 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. Neither the Area EPS Operator nor the Transmission Provider will be obligated to commence the Transmission System Impact Study until each has received adequate technical information from the Interconnection Customer.
4. In the event that the applicable bulk transmission system generation interconnection process, (such as the Midcontinent Independent System Operator or MISO, or Southwest Power Pool or SPP), supersedes the City of Olivia Municipal Utilities Distributed Energy Resources Interconnection Process, the Transmission Provider will so notify the Interconnection Customer and this Agreement will be deemed terminated.
5. A Transmission System Impact Study may, as determined by the Area EPS Operator and/or the Transmission Provider, consist of a short circuit analysis, a stability analysis, a

power flow analysis, voltage analysis and flicker studies, protection and set point coordination studies, and grounding reviews. A Transmission System Impact Study shall state the assumptions upon which it is based, indicate the applicable Local Planning Criteria used, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and provide for the interconnection. A Transmission System Impact Study shall provide a list of transmission facilities that are required as a result of the Interconnection Application and non-binding good faith estimates of cost responsibility and time to construct such transmission facilities. A Facilities Study may be required to identify all possibilities of facility upgrades, cost estimates and estimate of construction time.

6. If the Transmission Provider determines there are any potential Affected System(s), the Affected System(s) will be asked to participate in or review/comment on the Transmission System Impact Study. The Affected System(s) will be entitled to determine in their sole discretion the extent of their participation or review/comment, and will be entitled to apply their respective Local Planning Criteria. The Transmission Provider will inform the Interconnection Customer of the estimated cost of the Affected System's participation in or review/comment on the Transmission System Impact Study.
7. The Transmission System Impact Study will be scheduled for completion taking in consideration for prior-queued projects in the applicable bulk transmission generation interconnection queue or Transmission Provider's generation interconnection queue. The Transmission Provider and/or the Area EPS Operator shall notify the Interconnection Customer if such condition exists.
8. The Area EPS Operator and/or the Transmission Provider shall provide an estimate of the cost of the Transmission System Impact Study to the Interconnection Customer. At

the time that the Interconnection Customer executes this Agreement, the Interconnection Customer shall provide a deposit of the estimated cost(s) of the Transmission System Impact Study to the Area EPS Operator and/or Transmission Provider, as applicable.

9. The Interconnection Customer shall be responsible for the actual costs incurred by the Area EPS Operator and/or the Transmission Provider to perform the Transmission System Impact Study. An invoice documenting the actual costs shall be sent by the Area EPS Operator and/or Transmission Provider to the Interconnection Customer within twenty (20) Business Days after the study is completed and delivered.
10. The Interconnection Customer shall pay the invoice amount less the deposit amount, within twenty (20) Business Days, on receipt of the invoice. If the deposit exceeds the actual cost of the study, the Transmission Provider shall refund such excess amount within twenty (20) Business Days of the date of the invoice.
11. **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 Minnesota. 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.
12. **Amendment**  
The Parties may amend this Agreement by a written instrument duly executed by both Parties.

13. 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.

14. Waiver

14.1. 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.

14.2. 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, duty of this Agreement. Termination or default of this Agreement for any reason by the Interconnection Customer, shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Area EPS Operator. Any waiver of this Agreement shall, if requested, be provided in writing.

15. 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.

16. 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 a Party. No 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, any other Party.

17. 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.

18. Subcontractors

18.1. 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.

18.2. 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 Parties 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 Area EPS Operator or the Transmission Provider 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.

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

19. Inclusion of Area EPS Operator Tariffs and Rules

The interconnection services provided under this Agreement, shall at all times, be subject to the terms and conditions set forth in the tariff schedules and rules applicable to the electric service provided by the Area EPS Operator, which tariff schedules and rules are hereby incorporated into this Agreement by this reference. Notwithstanding any other provisions of this Agreement, the Area EPS Operator shall have the right to unilaterally change rates, charges, classification, service, tariff, or rule or any agreement relating thereto. The Interconnection Customer shall have the right to protest any such change through the Area EPS Operator's dispute resolution process, pursuant to the Area EPS Operator's rules and regulations.

**IN WITNESS THEREOF**, 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.

\_\_\_\_\_  
(Name of Area EPS Operator)

\_\_\_\_\_  
(Name of Interconnection Customer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Transmission Provider)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



## Attachment A

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

The Transmission System Impact Study shall be based upon the following assumptions:

- 1) Designation of Point of Common Coupling and configuration to be studied.
- 2) Designation of alternative Points of DER Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer, the Area EPS Operator and the Transmission Provider. The Area EPS Operator and Transmission Provider shall use the Reference Point for Applicability which is either the Point of Common Coupling or the Point(s) of DER Interconnection as described in IEEE 1547.

### Additional DER Technical Data Required for Transmission System Impact Study

If applicable, the Transmission Provider shall attach a list to this Agreement any additional technical data that is required to adequately perform the Transmission System Impact Study. As indicated in Section 4 of the Study Process document of the City of Olivia Municipal Utilities Distributed Energy Resources Interconnection Process, this information is to be returned with the signed Transmission System Impact Study Agreement and deposit.

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### Data to Be Provided by the Area EPS Operator and Transmission Provider with the Transmission System Impact Study Agreement

Estimate Cost of Transmission System Impact Study	\$
Time duration to complete Transmission System Impact Study	Business Days