

# Distributed Generation System Impact Study Agreement

*Version: 3.0*

*Last Updated: June 15, 2015*

This Agreement dated \_\_\_\_\_, is entered into between \_\_\_\_\_ (the Customer) and **GRENLEC** (the Company), for the purpose of setting forth the terms, conditions and costs for conducting a Distribution Facilities Impact Study relative to \_\_\_\_\_.

1. The Customer agrees to provide, in a timely and complete manner, all required information and technical data necessary for the Company to conduct the Impact Study. The Customer understands that it must provide all such information and data prior to the Company's commencement of the Distribution Facilities Impact Study.
2. All work pertaining to the Impact Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Customer. Each party will inform the other in writing of its designated and authorized representative.
3. The Company will advise the Customer of any additional studies, as it may in its sole discretion deem necessary, in accordance with good utility practice. The Company will not proceed with additional studies without the Customer's consent.
4. The Company contemplates that it will require \_\_\_\_\_ days to complete the Impact Study. Upon completion of the Impact Study by the Company, the Company will provide a report to the Customer based on the result of this study. If the report determines that a further more detailed study is required, the Customer will be informed and if the Customer decides to pursue its interconnection request, the Company will, at the Customer's direction, tender a Distribution Facilities Detailed Study Agreement within [two weeks. The Impact Study and Distribution Facilities Detailed Study, together with any additional studies contemplated in Paragraph 3, will form the basis for any additional equipment or system upgrades required for the Customer's proposed use of the Company's Distribution System. The completed set of studies will also be used in obtaining necessary third-party approvals of any required facilities and requested distribution 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 final approval, should such approval be required, is completely at the Customer's risk and that the Company will not guarantee or warrant the completeness, validity or utility of study results prior to final approval.
5. The estimated costs contained within this Agreement are the Company's good faith estimate of its costs to perform the Distribution Facilities Impact Study contemplated by this Agreement. The Company's estimates do not include any estimates for wheeling charges that may be associated with the transmission of DG Facility output to third parties or with

rates for station service. The actual costs charged to the Customer by the Company may change as set forth in this Agreement. Prepayment will be required for all study, analysis, and review work performed by the Company or its Affiliate, all of which will be billed by the Company to the Customer in accordance with Paragraph 6 of this Agreement.

6. The payment required is EC\$\_\_\_\_\_ from the Customer to the Company for the primary system analysis, coordination, and monitoring of the Impact Study. Such amount will be payable in full to the Company prior to the Company beginning the work. The Company will, in writing, advise the Customer in advance of any cost increases for work to be performed if the total amount increases by 10% or more. . The Customer will, within 28 days of the Company's notice of increase, both authorize such increases and make payment in the amount set forth in such notice, or the Company will suspend the Impact Study and this Agreement will terminate. In the event this Agreement is terminated for any reason, the Company will refund to the Customer the portion of the above credit or any subsequent payment to the Company by the Customer that the Company did not expend or commit in performing its obligations under this Agreement. Any additional billings under this Agreement will be subject to an interest charge equal to 2 % per year. Payments for work performed will not be subject to refunding except in accordance with Paragraph 7 below.
7. If the actual costs for the work exceed prepaid estimated costs, the Customer will make payment to the Company for such actual costs within 28 days of the date of the Company's invoice for such costs. If the actual costs for the work are less than those prepaid, the Company will credit such difference toward the Company 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. The Customer agrees to indemnify and hold the Company and its affiliated companies and directors, officers, employees, and agents of each of them (collectively "Affiliates") harmless from and against any and all damages, costs (including attorney's 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 by the Company or its Affiliates under this Agreement. The Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all Liabilities for or arising from damage to its property due to a performance under this Agreement by the Company or its Affiliates.
9. If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.
10. This agreement will be construed and governed in accordance with the laws of Grenada.
11. All amendments to this Agreement will be in written form executed by both parties.
12. The terms and conditions of this Agreement will be binding on the successors and assigns of either party.

13. This Agreement will remain in effect for a period of up to two years from its effective date and is subject to extension by mutual agreement. Either party may terminate this Agreement by [specify time] notice except as is otherwise provided herein.

Customer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Grenlec: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_