

APPENDIX 3 to DGIP
OPTIONAL DISTRIBUTION SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ___day of _____, 20__by and between [Company name], a [company] organized and existing under the laws of the Province of _____, ("Interconnection Customer,") and Nova Scotia Power Incorporated a company existing under the laws of the Province of Nova Scotia , ("Distribution Provider "). Interconnection Customer and Distribution Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with the Distribution System; and

WHEREAS, the Distribution Provider has completed a Distribution System Impact Study (DSIS) and has provided the results of said study to the Interconnection Customer; and

WHEREAS, Interconnection Customer has further requested the Distribution Provider to perform an Optional Distribution System Impact / Facilities Study (the "Optional DSIS") for their Interconnection request;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Distribution Provider's current Distribution Generator Interconnection Procedures (DGIP).
- 2.0 Interconnection Customer elects and Distribution Provider shall cause to be performed an Optional DSIS consistent with Section 8.0 of the DGIP.
- 3.0 The scope of the Optional Distribution System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Optional Distribution System Impact Study shall be performed solely for informational purposes.
- 5.0 The Optional DSIS will consist of a sensitivity analysis based on the assumptions set forth in Attachment A to this Agreement and on the results of the original DSIS.
- 6.0 The Interconnection Customer shall provide a deposit of \$7,500 (in the form of a certified cheque or bank draft) for the performance of the Optional DSIS.

The Distribution Provider shall use Reasonable Efforts to complete the Optional DSIS after allocation of available study resources to non-optional interconnection studies. The Distribution Provider's estimate for the time of completion of the Optional DSIS is [insert date].

Upon receipt of the Optional DSIS, the Distribution Provider shall charge and the Interconnection Customer shall pay the actual costs incurred to perform the Optional DSIS.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to the Interconnection Customer, as appropriate.

- 7.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice. If the deposit

exceeds the actual fees, the Distribution Provider shall refund such excess within 90 calendar days of the final accounting date without interest. If at any time the Distribution Provider identifies that costs are expected to exceed the amounts deposited by the Interconnection Customer, the Distribution Provider may request an additional refundable deposit for the anticipated additional amounts required.

- 8.0 Miscellaneous. The Optional DSIS Agreement shall incorporate by reference the following Articles of the Standard Small Generator Interconnection and Operating Agreement (SSGIA): 6, 7, and 8.

[THIS SPACE LEFT INTENTIONALLY BLANK]

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.

Nova Scotia Power Incorporated

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

Attachment A
To Appendix 3
Optional Distribution System Impact
Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE
OPTIONAL DISTRIBUTION SYSTEM IMPACT STUDY

The Optional Distribution System Impact Study will be based upon the results of the Preliminary Assessment and the original Distribution System Impact Study, subject to any modifications in accordance with Sections 2.1.1 and 4.4.1 of this DGIP, and the following assumptions:

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer and Distribution Provider]