

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

AR 521

In the Matter of a Rulemaking to Adopt)	
Rules Related to Small Generator)	STAFF'S INITIAL COMMENTS
Interconnection.)	

General Background & Staff Perspective

The Draft Small Generator Facility Interconnection Rules (Rules) are the culmination of a number of months of collaborative effort between the Public Utility Commission of Oregon's Staff (Staff), the Oregon Investor Owned Electric Utilities and a diverse group of Stakeholders representing the distributed generation community. These Rules are intended to apply to Oregon investor-owned electric utilities subject to the jurisdiction of the Public Utility Commission of Oregon (OPUC) and to Small Generator Facilities of 10 Megawatts or less in nameplate capacity that intend to interconnect to these utilities in Oregon and either operate in parallel or sell the electric output to the utility.

Staff originally had conceived of these Interconnection Rules as complementary to the recently adopted Division 039 Oregon Net Metering Rules, adopted in Commission Order No. 07-319. Staff attempted to accommodate Net Metering provisions in the original draft of the Rules as filed in this docket. After further review and consultation with legal counsel, Staff now believes it would be best to exclude net metering facilities from the rules that will ultimately be adopted at the conclusion of AR 521 (the new net metering rules are currently located in the Commission's Division 39, and the interconnection rules arising from Docket

AR 521 will be placed in proposed Division 82). This would eliminate the potential for conflicting rules (Division 39 and proposed Division 82) both applying to net metering facilities. However, to clarify, the rulemaking notice for AR 521 expressly references net metering facilities, and Staff intends to fully explore with the participants in Docket AR 521 whether any of the recently-adopted Division 39 rules need to be amended (or new ones added) as a consequence of the rules that come out of AR 521.

Staff is including, with these opening comments, an Attachment A which includes the standardized Forms that have been drafted along with the Rules. These forms include Interconnection Application Forms, Installation and Study forms and Interconnection Agreement Forms that are integral to the Rules.

This concludes Staff's Initial comments

Respectfully submitted,

/s/ Ed Durrenberger
Senior Utility Analyst
Electric & Natural Gas Division
Resource & Market Analysis

Small Generator Facility
Level 1 Interconnection Request Application Form
 (Applies to Lab Certified, Inverter-based Small Generator Facilities
 With a Name Plate capacity of 25 kW or less)

Applicant Contact Information;

Name _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

System Installer;Check if Owner Installed

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Small Generator Facility Information:

Location (if different from above): _____

Electric Distribution Company (EDC): _____

Account Number (existing EDC customers): _____

Proposed Operation Mode QF Other

Prime Mover Type _____

Inverter Manufacturer: _____ Model _____

Inverter Electric Nameplate Capacity: ____ (kW) ____ (kVA) ____

Inverter Electrical Connection: _____ (AC Volts), Phase: Single or Three Phase

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell Turbine Other _____Energy Source: Solar Wind Hydro Diesel Natural GasFuel Oil Other _____

Level 1 Interconnection Request Application Form (continued)

Is the inverter lab certified? Yes No

(If yes, attach manufacturer's cut sheet showing listing and label information from the appropriate listing authority, e.g. UL 1741 listing)

Estimated Commissioning Date: _____

Estimated Commissioning Date: _____

Applicant Signature:

I here-by attest that the information submitted on this application is accurate to the best of my knowledge and have included the non-refundable application fee of \$100 with my Level 1 Interconnection Request:

: _____ (Applicant Signature)

Title: _____ Date: _____

Application fee (\$100) included

.....
Interconnection Request Acknowledgement:

Receipt of the application and application fee is hereby acknowledged.

Approval for a Level 1 Small Generator Facility interconnection is contingent upon the Applicant's Small Generator Facility passing the Level 1 screens and completing the review process set forth in PUC Rule)AR 860, Division XXX and is not granted by the EDC's signature on this Application Form..

EDC Representative Signature: _____ Date: _____

Printed Name: _____ Title: _____

Indicate whether EDC plans to perform Witness Test: Yes No

Note: The EDC shall retain a copy of this completed and signed form and return the original and any attachments to the Applicant..

**Application for Small Generator Facility Interconnection
Level 2, Level 3 or Level 4 Interconnection
(For Small Generator Facilities with Electric Nameplate Capacities of 10 MW and less)**

Applicant Contact Information :

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Address of Customer Facility Where Small Generator Facility will be Interconnected :

(if different from above)

Street Address: _____

City: _____ State: _____ Zip Code: _____

System Installer/Consulting Engineer :

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Electric Service Information for Applicant's Facility Where Generator Will Be Interconnected :

Capacity: _____(Amps) Voltage: _____(Volts)

Type of Service: Single Phase Three Phase

If 3 Phase Transformer, Indicate Type: Wye Delta

Level 2, Level 3 or Level 4 Interconnection Application (cont.)

Requested Procedure Under Which to Evaluate Interconnection Request¹ :

Please indicate below which review procedure applies to the interconnection request.

- Level 2** - Certified interconnection equipment with an aggregate Electric Nameplate Capacity of 2 MW or less. Indicate type of certification below. The application fee amount is \$500.
- Lab Tested - tested to IEEE 1547.1 and other specified standards by a nationally recognized testing laboratory and is appropriately labeled.
- Field Tested – an identical small generator facility has been approved by a Oregon utility under a Level 4 study review process within the prior 36 months of the date of this interconnection request.
- Level 3** – A Small Generator Facility connected to the T&D system that does not export power. The Electric Nameplate Capacity rating may be up to 50KW, if connecting to area network or up to 10 MW if connecting to a radial distribution feeder. The application fee amount is \$1000.
- Level 4** – Electric Nameplate Capacity rating is up to 10 MW and the Small Generator Facility does not qualify for a Level 1, Level 2 or Level 3 review or has been reviewed but not approved under a Level 1, Level 2 or Level 3 review. Application fee amount is \$1000.

¹ **Note:** Descriptions for interconnection review categories do not list all criteria that must be satisfied. For a complete list of criteria, please refer to PUC Rule OAR 860, Division XXX, (Rule).

Field Tested Equipment:

If the field tested equipment box is checked above, please include with the completed application the following information which will be required for review of Level 2 field tested small generator facilities:

- A copy of the Certificate of Completion, signed by an Oregon utility that has approved an identical small generator facility for parallel operation.
- A copy of all documentation submitted to the Oregon utility that approved the Small Generator Facility for parallel operation under a Level 4 study process.
- A written statement by the Applicant indicating that the small generator facility being proposed is identical, except for Minor Equipment Modification, to the one previously approved by an Oregon utility for parallel operation.
- If a Level 2 Application, utilizing Field Tested equipment, is proposed the remainder of the application will not be required to be completed.

Level 2, Level 3 or Level 4 Interconnection Application (cont.)

Small Generator Facility Information:

List interconnection components/system(s) to be used in the Small Generation Facility that are lab certified (required for Lab Tested, Level 2 Interconnection requests only).

Component/System	NRTL Providing Label & Listing
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Please provide copies of manufacturer brochures or technical specifications

Energy Production Equipment/Inverter Information:

Synchronous Induction Inverter Other _____

Electric Nameplate Rating: _____ kW _____ kVA

Rated Voltage: _____ Volts

Rated Current: _____ Amps

System Type Tested (Total System): Yes No; (attach product literature)

For Synchronous Machines:

Manufacturer: _____

Model No.: _____ Version No.: _____

Submit copies of the Saturation Curve and the Vee Curve.

Salient Non-Salient

Torque: _____ lb-ft Rated RPM: _____

Field Amperes: _____ at rated generator voltage and current and _____ % PF over-excited

Type of Exciter: _____

Output Power of Exciter: _____

Type of Voltage Regulator: _____

Locked Rotor Current: _____ Amps

Synchronous Speed: _____ RPM

Winding Connection: _____

Min. Operating Freq./Time: _____

Generator Connection: Delta Wye Wye Grounded

Direct-axis Synchronous Reactance: (Xd) _____ ohms

Level 2, Level 3 or Level 4 Interconnection Application

(cont.)

Direct-axis Transient Reactance: (X'd) _____ ohms

Direct-axis Sub-transient Reactance: (X''d) _____ ohms

For Induction Machines:

Manufacturer: _____

Model No.: _____ Version No.: _____

Locked Rotor Current: _____ Amps

Rotor Resistance: (Rr) _____ ohms Exciting Current: _____ Amps

Rotor Reactance: (Xr) _____ ohms Reactive Power Required: _____

Magnetizing Reactance: (Xm) _____ ohms _____ VARs (No Load)

Stator Resistance: (Rs) _____ ohms _____ VARs (Full Load)

Stator Reactance: (Xs) _____ ohms

Short Circuit Reactance: (X''d) _____ ohms

Phases: Single Three-Phase

Frame Size: _____ Design Letter: _____ Temp. Rise: _____ °C.

Reverse Power Relay Information: (This section applies to Level 3 Review Only)

Manufacturer: _____ Model: _____

Electric Nameplate Capacity rating: (kVA) _____

Additional Information For Inverter Based Facilities:

Inverter Information:

Manufacturer: _____ Model: _____

Type: Forced Commutated Line Commutated

Electric Nameplate Capacity Rated Output: _____ Amps _____ Volts _____ kW

Efficiency: _____ % Power Factor: _____ %

DC Source / Prime Mover:

Solar Wind Hydro Other _____

Electric Nameplate Capacity Rating: _____ kW Rating: _____ kVA

Rated Voltage: _____ Volts

Open Circuit Voltage (If applicable): _____ Volts

Rated Current: _____ Amps

Short Circuit Current (If applicable): _____ Amps

Level 2, Level 3 or Level 4 Interconnection Application (cont.)

Other Facility Information:

One Line Diagram attached: Yes No

Plot Plan attached: Yes No

Installation Test Plan attached: Yes No

Estimated Commissioning Date (if known): _____

Applicant Signature:

I hereby certify that all of the information provided in this application request form is correct.

Applicant Signature: _____

Title: _____ Date: _____

An application fee is required before the application can be processed. Please verify that the appropriate fee is included with the application:

Application fee included

Amount _____

EDC Acknowledgement:

I hereby acknowledge the receipt of a Interconnection Request and Application Fee, Approval for a Level 2, Level 3 or Level 4 Small Generator Facility interconnection is contingent upon the Applicant's Small Generator Facility passing the screens and completing the review process set forth in the Rule)AR 860, Division XXX and is not granted by the EDC's signature on this Application Form.

EDC Signature: _____ Date: _____

Printed Name: _____ Title: _____

Note: The EDC shall retain a copy of this completed and signed form and return the original and any attachments to the Applicant.

Small Generator Facility Interconnection Certificate of Completion Form¹

Applicant Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

E-Mail Address/ Fax number: _____

Installer

Check if owner-installed

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

E-Mail Address/ Fax number: _____

Final Electric Inspection and Applicant Signature

The Small Generator Facility is complete and has been approved by the local electric inspector having jurisdiction. A signed copy of the electric inspector's form indicating final approval is attached. The Interconnection Customer acknowledges that the Small Generator Facility is not ready for operation until receipt of the final acceptance and approval by the EDC as provided below.

Signed _____ Date _____

(Signature of Applicant)

Printed Name: _____

Check if copy of signed electric inspection form is attached

.....
Acceptance and Final Approval of interconnection installation (for EDC use only)

The interconnection installation is approved and the Small Generator Facility is approved for operation under the terms and conditions of PUC Rule OAR 860, Division XXX and a duly signed and executed Interconnection Agreement:

Electric Distribution Company waives Witness Test? *(Initial)* Yes (_____) No (_____)

If not waived, date of successful Witness Test: _____ Passed: *(Initial)* (_____)

EDC Signature: _____ Date: _____

Printed Name: _____ Title: _____

¹ The interconnection shall not be deemed complete and ready for operation until the Applicant has complete this form, secured the necessary attachments and signatures and returned a copy to the EDC at the EDC's designated address.

Interconnection Equipment Specifications, Initial Settings and Operating Requirements *

Address of Facility

Interconnection Customer: _____
Facility Operator (if different than above): _____
Facility Location/ Name: _____ Phone #: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Revision Date: _____

Energy Production Equipment/Inverter Information

Synchronous Induction Inverter Other _____
Electric Nameplate Rating: _____ kW _____ kVA
Rated Voltage: _____ Volts
Rated Current: _____ Amps
Phases: Single Three-Phase
System Type Tested (Total System): Yes No; attach product literature

For Synchronous Machines

Manufacturer: _____
Model No.: _____ Version No.: _____
Submit copies of the Saturation Curve and the Vee Curve Salient Non-Salient
Field Amperes: _____ at rated generator voltage and current and _____% PF over-excited
Type of Exciter: _____
Output Power of Exciter: _____
Type of Voltage Regulator: _____
Locked Rotor Current: _____ Amps
Synchronous Speed: _____ RPM
Winding Connection: _____
Min. Operating Freq./Time: _____
Generator Connection: Delta Wye Wye Grounded
Direct-axis Synchronous Reactance (Xd) _____ ohms
Direct-axis Transient Reactance: (X'd) _____ ohms
Direct-axis Sub-transient Reactance: (X''d) _____ ohms

For Induction Machines

Manufacturer: _____

Model No.: _____ Version No.: _____

Locked Rotor Current: _____ Amps

Rotor Resistance: (Rr)_____ohms Exciting Current: _____Amps

Rotor Reactance: (Xr)_____ohms Reactive Power Required: _____

Magnetizing Reactance: (Xm)_____ohms _____VARs (No Load)

Stator Resistance: (Rs)_____ohms _____VARs (Full Load)

Stator Reactance: (Xs)_____ohms

Short Circuit Reactance: (X"d)_____ohms

Electric Nameplate Capacity rating: (kVA)_____

For Inverter Based Facilities

Manufacturer:_____ Model: _____

Type: Forced Commutated Line Commutated

Electric Nameplate Capacity Rated Output: _____ Amps _____ Volts _____kW

Efficiency: _____% Power Factor: _____%

Is Inverter Lab Tested? Yes (attach product literature) No**DC Source / Prime Mover:** Solar Wind Hydro Other _____

Electric Nameplate Capacity Rating: _____ kW Rating: _____ kVA

Rated Voltage: _____Volts

Open Circuit Voltage (If applicable): _____Volts

Rated Current: _____Amps

Short Circuit Current (If applicable): _____Amps

Other Facility InformationOne Line Diagram attached: Yes NoPlot Plan attached: Yes No

Isolation Device Type/ Location: _____

Grounding Configuration: _____

Initial Commissioning Date: _____

Switchgear/ Circuit Interruption Devices

Switchgear type and control: (used to bring generator on line)

Circuit Breakers: Closed-transition Open –transition Auto Transfer Switch

Nameplate: _____

Metering

Location: _____

Metering Issues: _____

Monitoring Provisions: Yes No

Monitoring Values: _____

Monitoring Issues: _____

Telemetry

Telemetry Requirements: _____

System Configuration: _____

Data Scan Rate: _____

Data Point List: _____

Telemetry Data Delivery Location: _____

Initial Set points at Point of Interconnection

Voltage: _____ KVAR: _____

Power factor: _____

Other: _____

Other: _____

Trip Re-start Protocol

Reclosing Practice: _____

Hold out time: _____

Ramp Rate: _____

Notification required: Yes No

Operations and Maintenance Schedule

Operating Hours: _____ Availability (%): _____

Seasonal Effect: _____

Routine and Annual Maintenance Schedule: _____

* Initial operating set points and as built equipment date is to be recorded on or about the time of the Witness Test. It shall remain part of the permanent interconnection record described in the Rule in Section 3. Parties may not deviate from initial settings and agreed upon operating parameters except as permitted by the Rule without written authorization of the EDC. The Interconnection Customer will furnish updated information to the EDC any time a special operating requirement initial set point or the Interconnection Equipment is materially changed.

**Interconnection Agreement for Small Generator Facility
Level 1, 2, Level 3 or Level 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities or 10 MW or smaller)**

This Interconnection Agreement (sometimes also referred to as “Agreement”) is made and entered into this ___ day of _____ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Applicant”) and _____, a _____, existing under the laws of the State of _____, (“EDC”). The Applicant and EDC each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, the Applicant is proposing to develop a Small Generator Facility, or to add generating capacity to an existing Small Generator Facility, consistent with the Application completed on _____;

Whereas, the Applicant desires to interconnect the Small Generator Facility with EDC’s T&D System.; and

Whereas, the Agreement shall be used for all approved Level 1, Level 2, Level 3 and Level 4 Applications according to the procedures set forth in PUC Rule OAR 860, Division XXX (Rule). Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule and, to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Scope

The Agreement establishes standard terms and conditions approved by the Commission under which the Small Generator Facility with a Name Plate Capacity of up to 10MW will interconnect to, and operate in Parallel with, the EDC’s T&D System. Additions, deletions or changes to the standard terms and conditions of an Interconnection Agreement will not be permitted unless they are mutually agreed to by the Parties or approved by the Commission if required by the Rule.

1.2 Power Purchase

The Agreement does not constitute an agreement to purchase or deliver the Applicant’s power nor does it constitute a power service agreement.

1.3 Other Agreements

Nothing in the Interconnection Agreement is intended to affect any other agreement between the EDC and the Applicant or another Interconnection Customer. However, in the event that the provisions of the Agreement are in conflict with the provisions of other EDC tariffs, the EDC tariff shall control.

1.4 Responsibilities of the Parties

- 1.4.1 The Parties shall perform all obligations of the Agreement in accordance with all applicable laws.
- 1.4.2 The Applicant will construct, own, operate, and maintain its Small Generator Facility in accordance with the Agreement, IEEE Standard 1547(2003 ed), the National Electrical Code (2005 ed) and applicable standards required by the Commission.
- 1.4.3 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Parties' facilities, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule.

1.5 Parallel Operation and Maintenance Obligations

Once the Small Generator Facility has been authorized to commence Parallel Operation by execution of the Interconnection Agreement, the Applicant will abide by all written provisions for operating and maintenance as required by the Rule and detailed by the EDC in Form 4, title "Specifications, Special Operating Requirements and Initial Settings" a copy of which is provided on the Commission's website.

1.6 Metering

The Interconnection Customer will be responsible for metering as required by Section 3 of the Rule.

1.7 Power Quality

The Applicant will design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection that meets the requirements set forth in IEEE 1547. The EDC may, in some circumstances, also require Applicants to follow voltage or VAR schedules used by similarly situated, comparable generators in the control area. Any special operating requirements will be detailed in Form 4 provided on the Commission website and completed by the EDC as required by the Rule. Under no circumstances shall these additional requirements for voltage or reactive power support exceed the normal operating capabilities of the Small Generator Facility.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The Applicant will test and inspect its Small Generator Facility and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 Standards as provided for in Section 3.5 of the Rule. The Interconnection will not be final until the Witness Test and Certificate of Completion provisions of either Section 4.5, 5.5, 6.6 or 7.8 of the Rule have been satisfied and such requirements for Interconnection Agreements and Power Purchase Agreements as required in Section 4.8, 5.8, 6.7 or 7.9 of the Rule are met.

To the extent that an Applicant decides to conduct interim testing of the Small Generator Facility prior to the Witness Test, it may request that the EDC observe these tests and that these tests be deleted from the final Witness Test. If the EDC sends qualified personnel to

Level 1, 2, 3 and 4 Interconnection Agreement Form

the Small Generator Facility to observe such interim testing, it will be doing so at its own expense.

2.2 Right of Access:

As provided in Section 3.6.8 of the Rule, the EDC will have access to the Applicant's premises for any reasonable purpose in connection with the Interconnection Application and any Interconnection Agreement that is entered in to pursuant to this Rule or if necessary to meet the legal obligation to provide service to its customers. Access will be requested at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

The Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

The Agreement will be effective on the Effective Date and will remain in effect for a period of twenty (20) years or the life of the Power Purchase agreement, whichever is shorter or a period mutually agreed to by Parties, unless terminated earlier by the default or voluntary termination by the Interconnection Customer or by action of the Commission.

3.3 Termination

No termination will become effective until the Parties have complied with all applicable laws and any clauses of the Rule or this Agreement applicable to such termination.

3.3.1 The Applicant may terminate this Agreement at any time by giving the EDC twenty (20) Business Days written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 5.6 of this Agreement.

3.3.3 The Commission may order termination of this Agreement.

3.3.4 Upon termination of this Agreement, the Small Generator Facility will be disconnected from the EDC's T&D System at the Applicant's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.4 The provisions of this Article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

The EDC or Applicant may temporarily disconnect the Small Generator Facility from its T&D System for so long as reasonably necessary, as provided in Section 3.6.11 of the Rule, in the event one or more of the following conditions or events occurs:

3.4.1 Under emergency conditions, the EDC or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility. The EDC shall notify the Applicant promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Small Generator Facility operation. The Applicant will notify the EDC promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the EDC's T&D System. To the extent information is known, the

notification shall describe the emergency condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 3.4.2 For routine Maintenance, Parties will make reasonable efforts to provide five Business Days notice prior to interruption caused by routine maintenance or construction and repair to the Small Generator Facility or EDC's T&D system and shall use reasonable efforts to coordinate such interruption.
- 3.4.3 Forced outages of the T&D System, the EDC shall use reasonable efforts to provide the Applicant with prior notice of forced outages to effect immediate repairs to the T&D System. If prior notice is not given, the EDC shall, upon request, provide the Applicant written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 For disruption or deterioration of service, where the EDC determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generator Facility could cause damage to the EDC's T&D System, the EDC may disconnect the Small Generator Facility. The EDC will provide the Applicant upon request all supporting documentation used to reach the decision to disconnect. The EDC may disconnect the Small Generator Facility if, after receipt of the notice, the Applicant fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the Applicant receives the EDC's written notice supporting the decision to disconnect, unless emergency conditions exist, in which case the provisions of 3.4.1 of the agreement apply.
- 3.4.5 If the Applicant makes any change other than Minor Equipment Modifications without prior written authorization of the EDC, the EDC will have the right to temporarily disconnect the Small Generator Facility.

3.5 Restoration of interconnection:

The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and EDC's T&D System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this section.

Article 4. Cost Responsibility and Billing:

The Applicant is responsible for the application fee and for such facilities, equipment, modifications and upgrades as required in the Rule.

4.1 Minor T&D System Modifications:

Modifications to the existing T&D Systems identified by the EDC under a Level 2 or Level 3 review, such as changing meters, fuses or relay settings, are deemed Minor Modifications. It is the EDC's sole discretion to decide what constitutes a Minor Modification. The Applicant will bare the costs of making such Minor Modifications as may be necessary to gain approval of an Application.

4.2 Interconnection Facilities:

The EDC will identify under the review procedures of a Level 2 review or under a Level 4 Facilities Study, the Interconnection Facilities necessary to safely interconnect the Small Generator Facility with the EDC. The EDC will itemize the Interconnection Facilities for the Applicant, including the cost of the facilities and the time required to build and install those facilities. The Applicant is responsible for the cost of the Interconnection Facilities.

4.3 Interconnection Equipment: The Applicant is responsible for all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its Interconnection Equipment.

4.4 System Upgrades:

The EDC will design, procure, construct, install, and own any System Upgrades. The actual cost of the System Upgrades, including overheads, will be directly assigned to the Applicant. An Interconnection Customer may be entitled to financial compensation from other EDC Interconnection Customers who, in the future, benefit from the System Upgrades paid for by the Interconnection Customer. Such compensation will be governed by separate rules promulgated by the Commission or by terms of a tariff filed and approved by the Commission. , Such compensation will only be available to the extent provided for in the separate rules or tariff.

4.5 Adverse System Impact:

The EDC is responsible for identifying Adverse System Impacts on any Affected Systems and for determining what mitigation activities or upgrades may be required to accommodate a Small Generator Facility. The actual cost of any actions taken to address the Adverse System Impacts, including overheads, shall be directly assigned to the Applicant. The Applicant may be entitled to financial compensation from other EDCs, or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Applicant, to the extent as allowed by the Commission.

4.6 Billings:

The EDC may require a deposit of not more than 50% of the cost estimate, not to exceed \$1000, to be paid up front by the Applicant for studies or Interconnection Facilities necessary to complete an Application and to interconnect to the T&D System. Progress billing and final billing and payment schedules shall be agreed to by Parties prior to commencing work.

Article 5. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

5.1 Assignment

The Interconnection Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice, and with the opportunity to object by the other Party.

5.1.1 Either Party may assign the Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;

5.1.2 The Applicant shall have the right to assign the Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the Small Generator Facility. For Small Generator systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of

this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.

- 5.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the Applicant.

5.2 Limitation of Liability and Consequential Damages

A Party is liable for any loss, cost claim, injury, or expense including reasonable attorney's fees related to or arising from any act or omission in its performance of the provisions of an Interconnection Agreement entered into pursuant to the Rule except as provided for in ORS 757.300(4)(c). Neither Party will seek redress from the other Party in an amount greater than the amount of direct damage actually incurred.

5.3 Indemnity

- 5.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of the Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 5.2.
- 5.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 5.3.3 If an indemnified person is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 5.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

5.4 Consequential Damages

Neither Party shall be liable under any provision of the Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other

theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

5.5 Force Majeure

- 5.5.1 As used in this Agreement, a Force Majeure Event shall mean “any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.”
- 5.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by Rule that the Rule does not permit the Parties to mutually waive.

5.6 Default

- 5.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a default, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Article 5.6.2, the defaulting Party shall have sixty (60) Calendar Days from receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within 60 Calendar Days, the defaulting Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.
- 5.6.2 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate the Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates the Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Alternately, the non-defaulting Party shall have the right to seek dispute

resolution with the Commission in lieu of default. The provisions of this Article will survive termination of the Agreement.

Article 6. Insurance

A Party is liable for any loss, cost claim, injury, or expense including reasonable attorney's fees related to or arising from any act or omission in its performance of the provisions of this Rule or the Interconnection Agreement entered into pursuant to this Rule. General liability insurance is not required for approval of an interconnection Application, or for the related Interconnection Agreement, for a Small Generator Facility with an Electric Nameplate Capacity of 200 KW or smaller, or for a Net Metering Facility as provided for in ORS 757.300(4)(c). All other Interconnection Customers are required to obtain prudent amounts of general liability insurance in an amount sufficient to protect other Parties from any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of the provisions of this Rule or the Interconnection Agreement entered into pursuant to this Rule. Neither Party will seek redress from the other Party in an amount greater than the amount of direct damage actually incurred.

Article 7. Dispute Resolution

Parties will adhere to the dispute resolution provisions in Section 3.6.17 of the Rule

Article 8. Miscellaneous

8.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. The Agreement is subject to all applicable laws. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

8.2 Amendment

The Parties may mutually agree to amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of the Rule and applicable Commission Orders and provisions of the laws if the State of Oregon.

8.3 No Third-Party Beneficiaries

The 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.

8.4 Waiver

- 8.4.1 The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 8.4.2 The Parties may agree to mutually waive a section of this Agreement so long as prior Commission approval of the waiver is not required by the Rule as provided in Section 3.6.16 of the Rule.
- 8.4.3 Any waiver at any time by either Party of its rights with respect to the 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 the Agreement. Any waiver of the Agreement shall, if requested, be provided in writing.

8.5 Entire Agreement

The Interconnection Agreement, including any supplementary Form attachments that may be necessary, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under the Agreement.

8.6 Multiple Counterparts

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

8.7 No Partnership

The Agreement will 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.

8.8 Severability

If any provision or portion of the 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 the Agreement shall remain in full force and effect.

8.10 Subcontractors

Nothing in the Agreement shall prevent a Party from utilizing the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in the Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under the Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of the Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of such subcontractor.

8.10.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under the 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. Any applicable obligation imposed by the Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

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

8.11 Reservation of Rights

Either Party will have the right to make a unilateral filing with the Commission to modify the Interconnection Agreement. This reservation of rights provision will include but is not limited to modifications with respect to any rates terms and conditions, charges,

classification of service, rule or regulation under tariff rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

Article 9. Notices and Records

9.1 General

Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

9.2 Records

The utility will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by Section 3.6.3.2 of the Rule. The utility will provide a copy of these records to the Applicant or Interconnection Customer within 15 Business Days if a request is made in writing.

If to the Applicant:

Applicant: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-mail _____

If to EDC:

EDC _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-mail _____

9.3 Billing and Payment

Billings and payments shall be sent to the addresses set out below: (complete if different than article 9.2 above)

If to the Applicant

Applicant: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

If to EDC

EDC: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

9.4 Designated Operating Representative

The Parties will designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operations provisions of the Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different than article 9.2 above)

Applicant's

Operating representative: _____

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-Mail _____

EDC's

Operating Representative: _____

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

9.5 Changes to the Notice Information

Either Party may change this notice information by giving five Business Days written notice prior to the effective date of the change.

Article 10. Signatures

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their respective duly authorized representatives.

For EDC:

Name: _____
Title: _____
Date: _____

For the Applicant:

Level 1, 2, 3 and 4 Interconnection Agreement Form

Name: _____

Title: _____

Date: _____

End

Interconnection Facilities Study Form Agreement

This agreement is made and entered into this _____ day of _____ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Applicant,”) and _____, a _____ existing under the laws of the State of _____, (“EDC”). Applicant and EDC each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

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

Whereas, The Applicant desires to interconnect the Small Generating Facility with the EDC’s T&D System;

Whereas, The EDC has completed an Interconnection System Impact Study and provided the results of said study to the Applicant; and

Whereas, The Applicant has requested the EDC to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Small Generating Facility to the EDC’s T&D System.

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this agreement, with initial capitalization, the terms specified shall have the meanings given in PUC Rule OAR 860-XXX-YYYY (Rule).
2. Interconnection Customer elects and Electric Distribution Company shall cause an Interconnection Facilities Study consistent with OAR 860-XXX-YYYY.
3. The Applicant will provide the data requested in Section 2 of this Form. The scope of the Interconnection Facilities Study shall be subject to this data..

4. An Interconnection Facilities Study report (1) shall provide a description, estimated cost of (consistent with Section 2), schedule for required facilities to interconnect the Small Generator Facility to the EDC's T&D System and (2) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.
5. The EDC will may require a study deposit as described in Section 3 of the Rule.
6. In cases where no Upgrades are required, the Interconnection Facilities Study shall be completed and the results will be transmitted to the Applicant within thirty Calendar Days after this agreement is signed by the Parties.
7. Study fees will be detailed in Section 3 of the Rule and will be based on actual costs.
8. The Cost Responsibility for Studies is detailed in Section 3 of the Rule.

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 EDC]

Signed _____

Name (Printed):

_____ Title _____

[Insert name of the Applicant]

Signed _____

Name (Printed): _____ Title _____

Section 2 to the Interconnection Facilities Study Agreement
Data To Be Provided by Applicant With the Interconnection Facilities Study Agreement

Provide location plan and simplified one-line diagram of the plant and station facilities.

For staged projects, please indicate future generation, distribution circuits, etc. On the one-line diagram, indicate the generation capacity attached at each metering location (Maximum load on CT/PT).

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT), Amps.

One set of metering is required for each generation connection to the new ring bus or existing Electric Distribution Company station.

Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No _____.

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation?

Yes _____ No _____

(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Generating Facility?

_____.

What protocol does the control system or PLC use? _____ .

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, distribution line, and property lines.

Physical dimensions of the proposed interconnection station: _____.

Bus length from generation to interconnection station: _____

Line length from interconnection station to the EDC's T&D System: _____.

Tower number observed in the field. (Painted on tower leg)*: _____.

Number of third party easements required for distribution lines*: _____.*

To be completed in coordination with Electric Distribution Company.

Is the Small Generating Facility located in EDC's service area?

Yes _____ No _____

If No, please provide name of local provider:

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers receive back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____

end

Interconnection Feasibility Study Form Agreement

This agreement is made and entered into this _____ day of _____ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Applicant,”) and _____, a _____ existing under the laws of the State of _____, (“EDC”). Applicant and EDC each 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 adding generating capacity to an existing Small Generating Facility consistent with the Application completed by Interconnection Customer on _____; and

Whereas, Applicant desires to interconnect the Small Generating Facility with EDCs T&D System; and

Whereas, Applicant has requested for the EDC to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Small Generating Facility to EDC’s T&D System;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings given in PUC Rule OAR 860-XXX-YYYY (“Rule”).
2. Interconnection Customer elects and Electric Distribution Company shall cause to be performed an Interconnection Feasibility Study consistent with OAR 860-XXX-YYYY.
3. The scope of the Interconnection Feasibility Study shall be subject to the assumptions set in the rule and detailed in Section 2 to this agreement form.
4. The Interconnection Feasibility Study shall be based on the technical information provided by the Applicant in their Application, as may be modified as the result of the Scoping Meeting. The EDC reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study. If, in the course of the Study, the Applicant finds it necessary to modify the Application, the time to complete the Interconnection Feasibility Study may be extended by mutual agreement of the Parties.

5. In performing the study, the EDC will rely, to the extent reasonably practicable, on existing studies of recent vintage. The Applicant will not be charged for such existing studies Section 3 of the Rule details cost responsibility associated with any new study or modifications to existing studies that are reasonably necessary to perform the Interconnection Feasibility Study.

6. The Interconnection Feasibility Study report shall provide the following information:

6.1 Preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection,

6.2 Preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection, and

6.3 Preliminary description and non-bonding estimated cost of facilities required to interconnect the Small Generating Facility to the EDC's T&D System and to address the identified short circuit and power flow issues.

7. The Interconnection Feasibility Study shall be completed and the results shall be transmitted to Interconnection Customer within thirty Calendar Days after this agreement is signed by the Parties.

8. Study fees will be based on actual costs in accordance with the provisions of Section 3 of the Rule

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 Electric Distribution Company]

Signed _____

Name (Printed):

_____ Title _____

[Insert name of Applicant]

Signed _____

Name (Printed): _____ Title _____

Section 2: Interconnection Feasibility Study Agreement
Assumptions Used in Conducting the Interconnection Feasibility Study

The Interconnection Feasibility Study will be based upon the information set forth in the Application and agreed upon in the Scoping Meeting held on _____:

1. Designation of Point of Interconnection and configuration to be studied.

2. Designation of alternative Points of Interconnection and configuration.

Note: 1 and 2 are to be completed by the Applicant. Any other assumptions (listed below) are to be provided by the Applicant and/ or the EDC.

Interconnection System Impact Study Form Agreement

This agreement is made and entered into this _____ day of _____ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Applicant,”) and _____, a _____ existing under the laws of the State of _____, (“EDC”). Applicant and EDC each 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 adding generating capacity to an existing Small Generating Facility consistent with the Application completed on _____ and;

Whereas, The Applicant desires to interconnect the Small Generating Facility with the EDC’s T&D System;

Whereas, The EDC 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 Interconnection Feasibility Study.);

Whereas, The Applicant has requested the ED perform an Interconnection System Impact Study to assess the impact of interconnecting the Small Generating Facility to the EDC’s T&D System;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this agreement, with initial capitalization, the terms specified shall have the meanings given in OAR 860-XXX-YYYY (Rule).
2. Applicant elects and EDC shall cause to be performed an Interconnection System Impact Study consistent with OAR 860-XXX_YYYY.
3. The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth below in Section 2 to this agreement.
4. The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study and the technical information provided by Applicant in the Application. The E D C reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If the Applicant modifies its designated Point of Interconnection, Application, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be (mutually?) extended.

5. The Interconnection System Impact Study report shall provide the following information:

5.1 Identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection,

5.2 Identification of any thermal overload or voltage limit violations resulting from the interconnection,

5.3 Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and

5.4 Description and good faith non-binding, estimated cost of facilities required to interconnect the Generating Facility to Electric Distribution Company's Electric Transmission and Distribution System and to address the identified short circuit, instability, and power flow issues.

6. The Interconnection System Impact Study, if required, shall be completed and the results transmitted to the Applicant within thirty Calendar Days after this agreement is signed by the Parties or in accordance with the EDC's queuing procedures.

7. Electric Distribution Company may require a study deposit as prescribed Section 3 of the Rule.

8. Study fees are described in Section 3 of the Rule and will be based on actual costs.

9. Cost responsibility is described in Section 3 of the rule.

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:

[Insert name of Electric Distribution Company]

Signed _____

Name (Printed):

_____ Title _____

[Insert name of Interconnection Customer]

Signed _____

Name (Printed): _____ Title _____

Section 2: Interconnection System Impact Study Agreement

Assumptions Used in Conducting the Interconnection System Impact Study

The Interconnection System Impact Study shall be based upon the results of the Interconnection Feasibility Study, subject to any modifications in accordance with OAR 860-XXX-YYYY, and the following assumptions:

1. Designation of Point of Interconnection and configuration to be studied.

2. Designation of alternative Points of Interconnection and configuration.

Note: 1 and 2 are to be completed by the Interconnection Customer. Any other assumptions (listed below) are to be provided by the Applicant and/ or the EDC.

End

CERTIFICATE OF SERVICE

AR 521

I certify that on September 20, 2007, I served the foregoing document upon all persons on the attached lists by delivering a copy by electronic mail to those who provided electronic mail addresses and by mailing a copy by postage prepaid first class mail or by hand delivery/shuttle mail to the persons who have not provided electronic mail addresses.



Diane Davis

On Behalf of the Staff of the
Oregon Public Utility Commission
550 Capitol Street NE Suite 215
Salem, OR 97301

(Lists AR 521, Interconnection and AdminRule Electric)

List: **DIANE'S MERGE**
AR 521

AR 521 - ADMINRULE ELECTRIC -
INTERCONNECTION

Printed: 9/20/2007

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List: **DIANE'S MERGE**
AR 521

AR 521 - ADMINRULE ELECTRIC -
INTERCONNECTION

Printed: 9/20/2007

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List: **DIANE'S MERGE**
AR 521

AR 521 - ADMINRULE ELECTRIC -
INTERCONNECTION

Printed: 9/20/2007

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List: **DIANE'S MERGE**
AR 521

AR 521 - ADMINRULE ELECTRIC -
INTERCONNECTION

Printed: 9/20/2007

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List: **DIANE'S MERGE**
AR 521

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INTERCONNECTION

Printed: 9/20/2007

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List: **DIANE'S MERGE**
AR 521

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