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July 15, 2009

VIA ELECTRONIC FILING AND U.S. MAIL

PUC Filing Center
Public Utility Commission of Oregon
PO Box 2148
Salem, OR 97308-2148

Re: Docket No. AR 521

Pursuant to Order No. 09-196 in Docket AR 521, requiring submission of draft forms and agreements implementing the Division 082 rules, Idaho Power Company hereby encloses the draft forms and agreements which are based upon the draft forms and agreements submitted by Staff of the Public Utility Commission of Oregon on November 9, 2007. Idaho Power's changes are shown in "redline" format. We note that the internal references to the new rules appear to be incorrect in several places. We hope the Parties can agree upon the correct references in the coming weeks.

A copy of this filing has been served on all parties to this proceeding as indicated on the attached certificate of service.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lisa Rackner", written over a horizontal line.

Lisa Rackner

cc: Service List

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the foregoing document in AR 521 on the following named person(s) on the date indicated below by email and first-class mail addressed to said person(s) at his or her last-known address(es) indicated below.

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DATED: July 15, 2009.


Wendy L. McDowell
Legal Assistant
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Attorneys for Idaho Power Company

**Small Generator Facility
Tier 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
If QF, has Applicant completed FERC "Notice of Self Certification"? Yes No
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)
Customer-Site Load: _____ (kW) (if none, so state)
Maximum Physical Export Capability Requested: _____ (kW)

Comment [WLM1]: Additional
Technical information needed by
utility

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

Tier 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. If no, facility does not qualify for Tier 1 consideration. Refer to the PUC rules found in OAR 860, Division 082 for details)

Estimated Commissioning Date: _____

Estimated Commissioning Cost: _____

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 Tier 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 Tier 1 Small Generator Facility interconnection is contingent upon the Applicant's Small Generator Facility passing the Tier 1 screens and completing the review process set forth in PUC Rule JAR 860, Division XXX and is not granted by the Public Utility's signature on this Application Form..

Public Utility Representative Signature: _____ Date: _____

Printed Name: _____ Title: _____

Indicate whether Public Utility plans to perform Witness Test: Yes No

Note: The Public Utility 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
Tier 2, Tier 3 or Tier 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

Will a transformer be used between the generator and the point of common coupling? Yes No

Deleted: If 3 Phase Transformer,
Indicate Type: Wye Delta

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: single phase three phase? Size: _____ kVA

Transformer Impedance: _____ % on _____ kVA Base

Comment [WLM1]: Additional
Technical information needed by
utility

If Three Phase:

<u>Transformer Primary:</u>	<u>Volts</u>	<u>Delta</u>	<u>Wye</u>	<u>Wye Grounded</u>
<u>Transformer Secondary:</u>	<u>Volts</u>	<u>Delta</u>	<u>Wye</u>	<u>Wye Grounded</u>
<u>Transformer Tertiary:</u>	<u>Volts</u>	<u>Delta</u>	<u>Wye</u>	<u>Wye Grounded</u>

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

Requested Procedure Under Which to Evaluate Interconnection Request¹ :

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

- Tier 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 Tier 4 study review process within the prior 36 months of the date of this interconnection request.
- Tier 3** – A Small Generator Facility connected to the T&D system that does not export power. The Electric Nameplate Capacity rating may be 50 kW or smaller, if connecting to area network or 10 MW or smaller, if connecting to a radial distribution feeder. The application fee amount is \$1000.
- Tier 4** – Electric Nameplate Capacity rating is 10 MW or smaller and the Small Generator Facility does not qualify for a Tier 1, Tier 2 or Tier 3 review or has been reviewed but not approved under a Tier 1, Tier 2 or Tier 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 082, (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 Tier 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 Tier 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 Tier 2 Application, utilizing Field Tested equipment, is proposed the remainder of the application will not be required to be completed.

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

Small Generator Facility Information:

List interconnection components/system(s) to be used in the Small Generation Facility that is lab certified (required for Lab Tested, Tier 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)

Customer-Site Load: _____ (kW) (if none, so state)

Maximum Physical Export Capability Requested: _____ (kW)

Individual Generator Power Factor Rated Power Factor:

Leading: _____ Lagging: _____

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

Tier 2, Tier 3 or Tier 4 Interconnection Application

(cont.)
Direct-axis Transient Reactance: (X'd) _____ ohms
Direct-axis Sub-transient Reactance: (X''d) _____ ohms
Negative Sequence Reactance, X₂: _____ P.U.
Zero Sequence Reactance, X₀: _____ P.U.

KVA Base: _____

Field Volts: _____

Field Amperes: _____

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Comment [WLM2]: Additional Technical information needed by utility

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 Tier 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

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

Other Facility Information:

Is Facility a QF? Yes No

If yes, has Applicant completed FERC "Notice of Self Certification"? Yes No

Deleted: completer

One Line Diagram attached: Yes No

Plot Plan attached: Yes No

Installation Test Plan attached: Yes No

Estimated Commissioning Date (if known): _____

Enclose copy of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes.

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map, distance from public utility facility number, other diagram or documentation).

Enclose copy of any documents that provide proof of site control.

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 _____

Public Utility Acknowledgement:

I hereby acknowledge the receipt of a Interconnection Request and Application Fee,

Approval for a Tier 2, Tier 3 or Tier 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 PUC rules found in OAR 860, Division 082 and is not granted by the Public Utility's signature on this Application Form.

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Public Utility Signature: _____ Date: _____

Printed Name: _____ Title: _____

Note: The Public Utility 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 approval by the Public Utility 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 the PUC rules found in OAR 860, Division 082 and a duly signed and executed Interconnection Agreement:

Public Utility waives Witness Test? *(Initial)* Yes (_____) No (_____) _____

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

Public Utility 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 Public Utility at the Public Utility's designated address.

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 _____, ("Public Utility). Applicant and Public Utility 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 Public Utility's T&D System;

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

Whereas, The Applicant has requested the Public Utility 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 Public Utility'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 the PUC's rules found at OAR 860-082-0010 through 860-082-0080.
2. Interconnection Customer and Public Utility shall cause an Interconnection Facilities Study consistent with OAR 860-082-0010 through 860-082-0080.
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 Public Utility'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 Public Utility will ~~may require a study deposit as described in OAR 860-082-0030(6).~~

Deleted:

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 OAR 860-082-0030 and will be based on actual costs.

8. The Cost Responsibility for Studies is detailed in OAR 860-082-0030.

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-Public Utility]

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 Public Utility 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 Public Utility'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 Public Utility

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

Facility Location: _____

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: _____

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 _____, ("Public Utility"). Applicant and Public Utility 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 Public Utility's Transmission and Distribution System ("T&D System"); and

Comment [LR1]: Creating defined term for clarity
Deleted:

Whereas, Applicant has requested for the Public Utility to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Small Generating Facility to Public Utility'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 860-082-0010- 860-082-0080.
2. Interconnection Customer elects and Electric Distribution Company shall cause to be performed an Interconnection Feasibility Study consistent with OAR 860-082-0010- 860-082-0080.
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 Public Utility 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 Public Utility will rely, to the extent reasonably practicable, on existing studies of recent vintage. The Applicant will not be charged for such existing studies. However, the Applicant agrees to pay, consistent with OAR 860-082-0030 for modifications to existing studies that are reasonably necessary to perform the Interconnection Feasibility Study.

Comment [LR2]: Changes to clarify that this section applies only to modifications of existing studies.

Deleted: details cost responsibility associated with any new study or

Deleted: ¶
¶

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,

6.3 Preliminary identification of grounding requirements and electric system protection, and

Comment [LR3]: Additional information needed by utility

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

7.

As required by OAR 860-082-0060(6)(a), Attachment B to this agreement provides a scope for the Interconnection Feasibility Study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the cost to perform the Interconnection Feasibility Study. Unless otherwise provided in Attachment B, the Interconnection Feasibility Study shall be completed and the results shall be transmitted to the Interconnection Customer within thirty Business Days after this agreement is signed by the Parties. Attachment B is incorporated as part of this Agreement.

Deleted: 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.

Comment [LR4]: Thirty calendar days is too short a period for the Feasibility Study. The FERC Small Gen Procedures use business days here.

8. Study fees will be based on actual costs in accordance with the provisions of 860-082-0030.

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 Public Utility]

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 or the Public Utility.

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 _____, (“Public Utility”). Applicant and Public Utility 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 Public Utility’s T&D System;

Whereas, The Public Utility 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 Public Utility perform an Interconnection System Impact Study to assess the impact of interconnecting the Small Generating Facility to the Public Utility’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 860-082-0005 through 860-082-0080.
2. Applicant elects and Public Utility shall cause to be performed an Interconnection System Impact Study consistent with OAR 860-082-0055.
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 Public Utility 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 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 Public Utility's T&D 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 30 Calendar Days after this agreement is signed by the Parties

7. Public Utility may require a study deposit as prescribed 860-082-0030 of the Rule.

8. Study fees are described in OAR 860-082-0030 of the Rule and will be based on actual costs.

9. Cost responsibility is described in OAR 860-082-0030 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 Public Utility]

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 860-082-0005 through 860-082-0080, 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 or the Public Utility.

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 Information

One Line Diagram attached: Yes No
Plot 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 data is to be recorded on or about the time of the Witness Test. It shall remain part of the permanent interconnection record described in OAR 860-082-0060. Parties may not deviate from initial settings and agreed upon operating parameters except as permitted by the Rule without written authorization of the Public Utility. The Interconnection Customer will furnish updated information to the Public Utility any time a special operating requirement initial set point or the Interconnection Equipment is materially changed.

Interconnection Agreement for Small Generator Facility Tier 1, Tier 2, Tier 3 or Tier 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 _____, ("Interconnection Customer") and _____, a _____, existing under the laws of the State of _____, ("Public Utility"). The Interconnection Customer and Public Utility each may be referred to as a "Party," or collectively as the "Parties."

Comment [LR1]: All incidences of "Applicant changed to Interconnection Customer for clarity and consistency."
Deleted: Applicant
Deleted: Applicant

Recitals:

Whereas, the Interconnection Customer 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 _____;

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Whereas, the Interconnection Customer desires to interconnect the Small Generator Facility with Public Utility's Transmission and Distribution System ("T&D System"); and

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Comment [LR2]: Changed for clarity
Deleted:

Whereas, the interconnection of the Small Generator Facility and the Public Utility's T&D System is subject to the jurisdiction of the Public Utility Commission of Oregon ("OPUC" or "Commission") and governed by OAR 860, Division 082 ("Rule"). ↓

Comment [LR3]: This paragraph was changed to reflect the fact this Agreement will be signed and will refer only to the specific transactions between the signatory parties.
Comment [LR4]: Changed for consistency

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

Comment [LR5]: This last sentence was moved for better organization of the agreement.

Article 1. Scope and Limitations of Agreement

1.1 Scope

The Agreement establishes standard terms and conditions approved by the Public Utility Commission of Oregon ("OPUC" or "Commission") under which the Small Generator Facility with a Name Plate Capacity of 10 MW or less will interconnect to, and operate in Parallel with, the Public Utility'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 and/or ordered or approved by the Commission as required by the Rule. Terms with initial capitalization when used in this Agreement, shall have the meanings given in the Rule.

Deleted: Agreement shall be used for all approved Tier 1, Tier 2, Tier 3 and Tier 4 Applications according to the procedures set forth in OPUC Rule

Deleted: 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

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Comment [LR6]: Changed for clarity (grammatical correctness)

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1.2 Power Purchase

The Agreement does not constitute an agreement to purchase, transmit, or deliver the Interconnection Customer's power nor does it constitute an electric service agreement.

Comment [LR7]: Conceivably the Commission could order a change on its own motion.

Deleted: if

1.3 Other Agreements

Nothing in this Agreement is intended to affect any other agreement between the

Comment [LR8]: Change for clarity

Deleted: Applicant

Deleted: e Interconnection

Public Utility and the Interconnection Customer or another Interconnection Customer. However, in the event that the provisions of the Agreement conflict with the provisions of other Public Utility tariffs, the Public Utility tariff shall control.

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Comment [LR9]: Change for clarity.
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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 Interconnection Customer 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.

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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 Interconnection Customer will abide by all written provisions for operating and maintenance as required by the Rule and detailed by the Public Utility in Form 7, title "Specifications, Special Operating Requirements and Initial Settings" a copy of which is provided on the Commission's website.

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1.6 Metering & Monitoring

The Interconnection Customer will be responsible for metering and monitoring as required by OAR 860-082-0065.

1.7 Power Quality

The Interconnection Customer 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 Public Utility may, in some circumstances, also require Interconnection Customers 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 Public Utility 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.

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Comment [LR10]: Changed for consistency

Deleted: Applicant

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

2.1 Equipment Testing and Inspection

The Interconnection Customer will test and inspect its Small Generator Facility and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 Standards as provided for in the Rule. The Interconnection will not be final until

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the Witness Test and Certificate of Completion provisions in the Rule have been satisfied.

Comment [LR11]: Language out of place here.

To the extent that the Interconnection Customer decides to conduct interim testing of the Small Generator Facility prior to the Witness Test, it may request that the Public Utility observe these tests. If the Public Utility agrees to send qualified personnel to observe any interim testing proposed by the Interconnection Customer, the Interconnection Customer shall pay or reimburse the Public Utility for its cost to participate in the interim testing. If the Interconnection Customer conducts interim testing and such testing is observed by the Public Utility and the results of such interim testing are deemed acceptable by the Public Utility (hereinafter a "Public Utility-approved interim test"), then the Interconnection Customer may request that such Public Utility-approved interim test be deleted from the final Witness Testing. If the Public Utility elects to repeat any Public Utility-approved interim test as part of the final Witness Test, the Public Utility will bare its own expenses associated with participation in the repeated Public Utility-approved interim test.

Deleted: Operation of the Small Generator Facility requires an Interconnection Agreement; electricity sales require a-Power Purchase Agreements

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2.2 Right of Access:

As provided in OAR 860-082-0020, the Public Utility will have access to the Interconnection Customer'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.

Comment [LR12]: The utility retains discretion to observe and/or accept the results of the interim testing.

Comment [LR13]: Changed for consistency

Deleted: 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 Public Utility observe these tests and that these tests be deleted from the final Witness Test. If the sends qualified personnel to the Small Generator Facility to observe such interim testing, it will be doing so at its own expense.

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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 any applicable requirements for termination contained in OAR 860-082-0075 or this Agreement.

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Comment [LR14]: Revise for clarity.

Deleted: laws and any clauses of the Rule as detailed

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Public Utility twenty (20) Business Days written notice.

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

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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 Public Utility's T&D System at the Interconnection Customer'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.

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

3.4 Temporary Disconnection

The Public Utility or Interconnection Customer may temporarily disconnect the Small Generator Facility from its T&D System for so long as reasonably necessary, as provided in OAR 860-082-0075 of the Rule, in the event one or more of the following conditions or events occurs:

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3.4.1 Under emergency conditions, the Public Utility or the Interconnection Customer may, without notice to the Interconnection Customer, immediately suspend interconnection service and temporarily disconnect the Small Generator Facility. The Public Utility shall notify the Interconnection Customer promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Small Generator Facility operation. The Interconnection Customer will notify the Public Utility promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Public Utility'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.

Comment [LR15]: Without this clarification it might be inferred from the subsequent sentence that under no conditions could the disconnection occur without prior notice.

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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 Public Utility's T&D system and shall use reasonable efforts to coordinate such interruption.

3.4.3 The Public Utility shall make reasonable efforts to provide the Interconnection Customer with prior notice of forced outages to effect immediate repairs to the T&D System. If prior notice is not given, the Public Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

Comment [LR16]: Change made to clarify and to make grammatical corrections.

Deleted: Forced outages of the T&D System, the

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3.4.4 For disruption or deterioration of service, where the Public Utility 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 Public Utility's T&D System, the Public Utility may disconnect the Small Generator Facility. The Public Utility will provide the Interconnection Customer upon request all supporting documentation used to reach the decision to disconnect. The Public Utility may disconnect the Small Generator Facility if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the

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Interconnection Customer receives the Public Utility'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.

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3.4.5 If the Interconnection Customer makes any change other than Minor Equipment Modifications without prior written authorization of the Public Utility, the Public Utility will have the right to temporarily disconnect the Small Generator Facility.

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3.5 Restoration of interconnection:

The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and Public Utility'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 Interconnection Customer is responsible for the cost of all facilities, equipment, modifications and upgrades needed to facilitate the interconnection of the Small Generator Facility to the Public Utility's T&D System.

Comment [LR17]: Change made to clarify that the only costs going forward will be interconnection and not application costs.

4.1 Minor T&D System Modifications:

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

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Deleted: for such

Deleted: as required in 860-082-0030

Comment [LR18]: Changed spelling error

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¶

4.2 Interconnection Facilities:

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

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

Comment [LR19]: This has already occurred. Question whether we need this section. If we do, the tense should be changed.

Deleted: Applicant

4.4 System Upgrades:

The Public Utility 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 Interconnection Customer. An Interconnection Customer may be entitled to financial compensation from other Public Utility 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

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Commission. , Such compensation will only be available to the extent provided for in the separate rules or tariff.

4.5 Adverse System Impact:

The Public Utility 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 Interconnection Customer. The Interconnection Customer may be entitled to financial compensation from other Public Utilities or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Interconnection Customer. Such compensation will only be available to the extent provided for in the separate rules, Commission order or tariff.

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Comment [LR20]: Added for clarity.

Deleted: Applicant

4.6 Deposit and Billings:

The Interconnection Customer agrees to pay to the Public Utility a deposit toward the cost to construct and install any required Interconnection Facilities and/or System Upgrades. The amount of the deposit shall be (select one of the following):

Deleted: , to the extent as allowed by the Commission

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The Parties have not agreed to a schedule of progress payments and the Interconnection Customer shall pay a deposit equal to 100 percent of the estimated cost of the Interconnection Facilities and System Upgrades – the amount of the deposit shall be \$ _____ ; or

The Parties have agreed to progress payments and final payment under the schedule of payments attached to this Agreement; the Interconnection Customer shall pay a deposit equal to the lesser of (a) 25 percent of the estimated cost of the Interconnection Facilities and System Upgrades, or (b) \$10,000 – the amount of the deposit shall be \$ _____ .

If the actual costs of Interconnection Facilities and/or System Upgrades are different than the deposit amounts and/or progress and final payments provided for above, then the Interconnection Customer shall pay the Public Utility any balance owing or the Public Utility shall refund any excess deposit or progress payment within 20 days of the date actual costs are determined

Comment [LR21]: This language is intended to clarify and apply the Rule.

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. Except as provided in Articles 5.1.1 and 5.1.2, said assignment shall only be valid upon the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

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 Interconnection Customer shall have the right to assign the Agreement, without the consent of the Public Utility, 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.

Deleted: Applicant

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 Interconnection Customer.

Deleted: 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 Liability under this Article 5.3 governing is exempt from the general limitations on liability found in Article 5.2.

Comment [LR22]: Change to eliminate unnecessary language.

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.

Deleted: This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of the Agreement.

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.

Deleted: provision

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.

5.3.6 The indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying Party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying Party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.

Comment [LR23]: This is standard contractual provisions for indemnifications and is consistent with Idaho Power's FERC tariff

5.3.7 The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

5.4 Consequential Damages

Neither Party shall be liable to the other Party, 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

Pursuant to [insert reference to rules] the Public Utility may not require the Interconnection Customer to maintain general liability insurance for a Small Generator Facility with an Electric Nameplate Capacity of 200 KW or less. All other Interconnection Customers must obtain a prudent amount of general liability insurance to protect any person who may be affected by their facility and its operation.

Comment [LR24]: This section was revised to remove the first sentence which is out of place, and to streamline the remaining language.

Deleted: A Party is liable for any loss, cost claim, injury, or expense including reasonable attorney's

Deleted: 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. G

Deleted: is not required for approval of an interconnection Application, or for the related Interconnection Agreement,

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Deleted: All other Interconnection Customers may be required by the EDC to obtain prudent amounts of general liability insurance 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.

Comment [LR25]: Provides additional detail on insurance requirements.

6.1 Pursuant to the Rule adopted by the Commission, the Public Utility may not require the Interconnection Customer to maintain general liability insurance in relation to the interconnection of a Small Generator Facility with an Electric Nameplate Capacity of 200 KW or less. With regard to the interconnection of a Small Generator Facility with an Electric Nameplate Capacity equal to or less than 10 MW but in excess of 200 KW, the Interconnection Customer shall, at its own expense, maintain in force throughout the period of this Agreement general liability insurance sufficient to protect any person (including the Public Utility) who may be affected by the Interconnection Customer's Small Generation Facility and its operation and such insurance shall be sufficient to satisfy the Interconnection Customer's indemnification responsibilities under Article 5.3 of this Agreement.

6.2 Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, the Interconnection Customer shall provide the Public Utility with certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

6.3 All insurance required by this Article 6 shall name the Public, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition. The Interconnection Customer's insurance shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. The insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

6.4 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

6.5 The requirements contained herein as to insurance are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

Article 7. Dispute Resolution

Parties will adhere to the dispute resolution provisions in OAR 860-082-0080.

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.
- 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

Comment [LR26]: Changed for clarity

Deleted: A

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 OAR 860-082-006. The Public Utility will provide a copy of these records to the Interconnection Customer or Interconnection Customer within 15 Business Days if a request is made in writing.

If to the Interconnection Customer:

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

Deleted: Applicant
Deleted: Applicant

Deleted: Applicant

If to Public Utility:

PUBLIC UTILITY _____
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 Interconnection Customer

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

Deleted: Applicant

Deleted: Applicant

If to Public Utility

PUBLIC UTILITY: _____
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)

Interconnection Customer's

Deleted: Applicant

Operating representative: _____

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

Public Utility'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 Public Utility:

Name: _____

Title: _____

Date: _____

For the Interconnection Customer:

Name: _____

Title: _____

Date: _____

Deleted: Applicant