



825 NE Multnomah, Suite 800  
Portland, Oregon 97232

July 15, 2009

***VIA ELECTRONIC FILING  
AND OVERNIGHT DELIVERY***

Oregon Public Utility Commission  
550 Capitol Street NE, Suite 215  
Salem, OR 97310-2551

Attn: Filing Center

Re: **Docket AR 521** – PacifiCorp's Compliance with Order No. 09-196

Enclosed for filing by PacifiCorp, d.b.a. Pacific Power, are draft forms and agreements implementing Division 082 rules, in compliance with Order No. 09-196. PacifiCorp's draft forms and agreements are redline versions of the proposed forms submitted by Commission Staff on November 9, 2007. Each form contains comments that explain the redlined deviations from Commission Staff's proposed draft forms. The Company looks forward to working with Commission Staff to reach agreement on final versions by August 12, 2009.

Questions on this filing may be directed to Joelle Steward, Regulatory Manager, at (503) 813-5542.

Sincerely,

A handwritten signature in black ink that reads "Andrea L. Kelly".

Andrea L. Kelly  
Vice President, Regulation

Enclosure

cc: AR 521 Service List

## CERTIFICATE OF SERVICE

I certify that I have cause to be served the foregoing document in OPUC Docket No. AR 521 by electronic mail and first class mail to the parties on the attached service list.

Date this 15th day of July, 2009.

### SERVICE LIST Docket No. AR 521

Alan Guggenheim  
Central Electric Cooperative  
P.O. Box 846  
Redmond, OR 97756  
[aguggenheim@cec.coop](mailto:aguggenheim@cec.coop)

Paul R. Woodin  
Community Renewable Energy Assoc.  
282 Largent Ln  
Goldendale, WA 98620-35  
[pwoodin@communityrenewables.org](mailto:pwoodin@communityrenewables.org)

Michael T. Weirich  
Assistant Attorney General  
Department of Justice  
1162 Court St NE  
Salem, OR 97301-4096  
[Michael.weirich@doj.state.or.us](mailto:Michael.weirich@doj.state.or.us)

Alan Cowan  
Energy Trust  
[Alan.cowan@energytrust.org](mailto:Alan.cowan@energytrust.org)

Randy Allphin (W)  
Idaho Power Company  
P.O. Box 70  
Boise, ID 83707-0070  
[rallphin@idahopower.com](mailto:rallphin@idahopower.com)

Dave Angell (W)  
Idaho Power Company  
P.O. Box 70  
Boise, ID 83707-0070  
[daveangell@idahopower.com](mailto:daveangell@idahopower.com)

Christa Bearry (W)  
Idaho Power Company  
P.O. Box 70  
Boise, ID 83707-0070  
[cbearry@idahopower.com](mailto:cbearry@idahopower.com)

Lisa D. Nordstrom (W)  
Idaho Power Company  
P.O. Box 70  
Boise, ID 83707-0070  
[lnordstrom@idahopower.com](mailto:lnordstrom@idahopower.com)

Michael Youngblood (W)  
Idaho Power Company  
P.O. Box 70  
Boise, ID 83707-0070  
[myoungblood@idahopower.com](mailto:myoungblood@idahopower.com)

Jeffrey S. Lovinger (W)  
Lovinger Kaufmann LLP  
825 NE Multnomah Ste 925  
Portland, OR 97232-2150  
[lovinger@lklaw.com](mailto:lovinger@lklaw.com)

Wendy McIndoo (W)  
McDowell & Rackner PC  
520 SW 6<sup>th</sup> Ave Ste 830  
Portland, OR 97204  
[wendy@mcd-law.com](mailto:wendy@mcd-law.com)

Lisa F. Rackner  
McDowell & Rackner PC  
520 SW 6<sup>th</sup> Ave Ste 830  
Portland, OR 97204  
[lisa@mcd-law.com](mailto:lisa@mcd-law.com)

Gail Shaw (W)

Craig DeHart

McMinnville Water and Light  
P.O. Box 638  
McMinnville, OR 97128  
[gails@mc-power.com](mailto:gails@mc-power.com)

Carel DeWinkel  
Oregon Department of Energy  
625 Marion St NE  
Salem, OR 97301-3737  
[carel.dewinkel@state.or.us](mailto:carel.dewinkel@state.or.us)

Michelle Mishoe (W)  
Pacific Power & Light  
825 NE Multnomah Ste 1800  
Portland, OR 97232  
[Michelle.mishoe@pacificorp.com](mailto:Michelle.mishoe@pacificorp.com)

Rates & Regulatory Affairs  
Portland General Electric Company  
121 SW Salmon St 1WTC0702  
Portland, OR 97204  
[pge.opuc.filings@pgn.com](mailto:pge.opuc.filings@pgn.com)

Mark Osborn  
Portland General Electric Company  
121 SW Salmon St  
Portland, OR 97204  
[Mark.osborn@pgn.com](mailto:Mark.osborn@pgn.com)

Toni Roush  
Roush Hydro Inc.  
366 E. Water  
Stayton, OR 97383  
[tmroush@wvi.com](mailto:tmroush@wvi.com)

Rick Gilliam (W)  
SunEdison  
590 Redstone Dr.  
Broomfield, CO 80020  
[rgilliam@sunedison.com](mailto:rgilliam@sunedison.com)

Diane Broad  
Triaxis Engineering  
1600 SW Western Blvd.  
Corvallis, OR 97333  
[dbroad@trixaxiseng.com](mailto:dbroad@trixaxiseng.com)

Loyd Fery

Middlefork Irrigation District  
P.O. Box 291  
Parkdale, OR 97041  
[Mfidcraig@embarqmail.com](mailto:Mfidcraig@embarqmail.com)

Irion A. Sanger  
Davison Van Cleve  
333 SW Taylor, Suite 400  
Portland, OR 97204  
[ias@dvclaw.com](mailto:ias@dvclaw.com)

Oregon Dockets (W)  
PacifiCorp  
825 NE Multnomah Ste 1800  
Portland, OR 97232  
[oregondockets@pacificorp.com](mailto:oregondockets@pacificorp.com)

J. Richard George  
Portland General Electric Company  
121 SW Salmon St 1WTC1301  
Portland, OR 97204  
[richard.george@pgn.com](mailto:richard.george@pgn.com)

Peter J. Richardson  
Richardson & O'Leary  
P.O. Box 7218  
Boise, ID 83707  
[peter@richardsonandoleary.com](mailto:peter@richardsonandoleary.com)

John Lowe  
Sorenson Engineering  
12050 SW Tremont St  
Portland, OR 97225  
[jravenesanmarcos@yahoo.com](mailto:jravenesanmarcos@yahoo.com)

Joe Henri (W)  
SunEdison  
5013 Roberts Ave Suite B  
McClellan, CA 95652  
[jhenri@sunedison.com](mailto:jhenri@sunedison.com)

Robert Migliori  
Voltair Wind Electric  
24745 NE Mountain Top Rd  
Newberg, OR 97132  
[windy@freewirebroadband.com](mailto:windy@freewirebroadband.com)

Samuel R. Justice

11022 Rainwater Lane SE  
Aumsville, OR 97325  
[dlchain@wvi.com](mailto:dlchain@wvi.com)

Steve Sanders  
Minikahda Hydropower Co. LLC  
5829 NE 19<sup>th</sup> Avenue  
Portland, OR 97211  
[stevehydros@yahoo.com](mailto:stevehydros@yahoo.com)

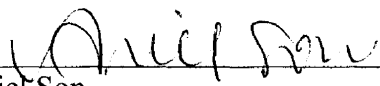
Sandra Flicker (W)  
Oregon Rural Electric Cooperative Assn  
1750 Liberty Street SE  
Salem, OR 97302-5159  
[sflicker@oreca.org](mailto:sflicker@oreca.org)

Aubrey Baldwin  
Pacific Environmental Advocacy Center  
10015 SW Terwilliger Blvd  
Portland, OR 97219  
[abaldwin@lclark.edu](mailto:abaldwin@lclark.edu)

PO Box 480  
McMinnville, OR 97128  
[sjustice@onlinemac.com](mailto:sjustice@onlinemac.com)

Sven Anderson  
Oregon Department of Energy  
625 Marion Street  
Salem, OR 97301  
[Sven.anderson@state.or.us](mailto:Sven.anderson@state.or.us)

Lisa Logie (W)  
Oregon Rural Electric Cooperative Assn  
1750 Liberty Street SE  
Salem, OR 97302-5159  
[llogie@oreca.org](mailto:llogie@oreca.org)

  
\_\_\_\_\_  
Ariel Son  
Coordinator, Administrative Services

**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)

**Comment: Justification for Change:**  
All changes proposed for this Form 1 are intended to obtain information regularly required by PacifiCorp for such interconnection. PacifiCorp has found that such information is necessary or useful in evaluating interconnection requests. The only other changes involve replacing the term EDC with Public Utility

**Applicant Contact Information:**

Name \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**System Installer/Consulting Engineer:**

Check if Owner Installed

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Small Generator Facility Information:**

Address of the Small Generator Facility for which interconnection is sought:  
\_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Public Utility to which the Small Generating Facility will interconnect: \_\_\_\_\_  
Account Number (existing Public Utility customers): \_\_\_\_\_

- Deleted:** Customer Facility Where
- Deleted:** will be
- Deleted:** ed (if different from above)
- Inserted:** Customer Facility Where Small Generator Facility
- Inserted:** will be interconnect
- Inserted:** ed (if different from above):
- Deleted:** Location (if different from above):
- Deleted:** Electric Distribution Company (EDC)
- Deleted:** EDC

**Tier 1 Interconnection Request Application Form**

(continued)

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)

Prime Mover: Photovoltaic  Reciprocating Engine  Fuel Cell

Turbine  Other \_\_\_\_\_

Energy Source: Solar  Wind  Hydro  Diesel  Natural Gas

Fuel Oil  Other \_\_\_\_\_

Individual Generator Power Factor

Rated Power Factor: Leading: \_\_\_\_\_ Lagging: \_\_\_\_\_

**Small Generating Facility Characteristic Data (for inverter-based machines):**

Max design fault contribution current: \_\_\_\_\_ Instantaneous or RMS?

Harmonics Characteristics: \_\_\_\_\_

Start-up requirements: \_\_\_\_\_

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: \_\_\_\_\_

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).

# Tier 1 Interconnection Request Application Form

(continued)

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

Formatted: Font: (Default) Arial

Formatted: Normal, Right: 0", Space Before: 0 pt, After: 0 pt

### **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 )AR 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: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_  
 Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Comment: Justification for Change:**  
 All changes proposed for this Form 2 are intended to obtain information regularly required by PacifiCorp for such interconnection. PacifiCorp has found that such information is necessary or useful in evaluating interconnection requests.

**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

If Three Phase:



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

|                        |       |       |     |              |
|------------------------|-------|-------|-----|--------------|
| Transformer Primary:   | Volts | Delta | Wye | Wye Grounded |
| Transformer Secondary: | Volts | Delta | Wye | Wye Grounded |
| Transformer Tertiary:  | Volts | Delta | Wye | Wye Grounded |

**Requested Procedure Under Which to Evaluate Interconnection Request<sup>1</sup> :**

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 the public 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.

<sup>1</sup> **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).

**Comment: Justification of Proposed Change:** replacing "an Oregon utility" with "the public utility" has been proposed for consistency with the Rule that was adopted by the OPUC in AR 521.

**Deleted:** a Oregon

**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 the public utility that has approved an identical small generator facility for parallel operation.
- A copy of all documentation submitted to the public 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 the public utility for parallel operation.

**Deleted:** an Oregon

**Deleted:** Oregon

**Comment: Justification of Proposed Change:** replacing "an Oregon utility" with "the public utility" has been proposed for consistency with the Rule that was adopted by the OPUC in AR 521.

**Deleted:** an Oregon

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

- If a Tier 2 Application, utilizing Field Tested equipment, is proposed the remainder of the application will not be required to be completed.

**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

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

Synchronous Speed: \_\_\_\_\_ RPM

Winding Connection: \_\_\_\_\_

Min. Operating Freq./Time: \_\_\_\_\_

Generator Connection:  Delta  Wye  Wye GroundedDirect-axis Synchronous Reactance: ( $X_d$ ) \_\_\_\_\_ ohmsDirect-axis Transient Reactance: ( $X'_d$ ) \_\_\_\_\_ ohmsDirect-axis Sub-transient Reactance: ( $X''_d$ ) \_\_\_\_\_ ohmsNegative Sequence Reactance,  $X_2$ : \_\_\_\_\_ P.U.Zero Sequence Reactance,  $X_0$ : \_\_\_\_\_ 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.

**For Induction Machines:**

Manufacturer: \_\_\_\_\_

Model No.: \_\_\_\_\_ Version No.: \_\_\_\_\_

Locked Rotor Current: \_\_\_\_\_ Amps

Rotor Resistance: ( $R_r$ ) \_\_\_\_\_ ohms Exciting Current: \_\_\_\_\_ AmpsRotor Reactance: ( $X_r$ ) \_\_\_\_\_ ohms Reactive Power Required: \_\_\_\_\_Magnetizing Reactance: ( $X_m$ ) \_\_\_\_\_ ohms \_\_\_\_\_ VARs (No Load)Stator Resistance: ( $R_s$ ) \_\_\_\_\_ ohms \_\_\_\_\_ VARs (Full Load)Stator Reactance: ( $X_s$ ) \_\_\_\_\_ ohmsShort Circuit Reactance: ( $X''_d$ ) \_\_\_\_\_ ohmsPhases:  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) \_\_\_\_\_

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

**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

**Other Facility Information:**

Is Facility a QF? Yes  No

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

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.

Deleted: ¶

**Applicant Signature:**

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

Applicant Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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 EDC's signature on this Application Form.

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 Form<sup>1</sup>

### 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 an 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: \_\_\_\_\_

<sup>1</sup> 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 Transmission System and/or Distribution System (“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 860-082-0005 through 860-082-0085.
2. Applicant elects and the Public Utility shall cause to be performed an Interconnection Facilities Study consistent with OAR 860-082-0060(8).
3. The Applicant will provide the data requested in Attachment A of this form agreement. The scope of the Interconnection Facilities Study is detailed in Attachment

**Deleted:** 4  
**Deleted:** 11-2 rev  
**Comment: Justification for Proposed Change:** There are three study agreements and they are designated Forms 4, 5 and 6. Form 4 is the facility study agreement. The facility study is the last of the three studies to be conducted. PacifiCorp proposes to renumber of the study agreements so that the facility agreement is Form 6.

**Comment: Justification of Proposed Change:** The term “T&D System” was defined by the Rules when the Forms were first drafted but is no longer defined by the Rules. The terms Transmission System and Distribution System are both defined in the final Rule and the proposed change simply creates a new term (T&D System) to serve as short-hand for the two terms defined in the Rules.

**Deleted:** 10

**Comment: Justification for Change:** Reference to new interconnection rules modified to match numbering of new rules.

**Deleted:** 0

**Deleted:** Interconnection Customer

**Comment: Justification for Change:** Reference to new interconnection rules modified to match numbering of new rules.

**Comment: Justification for Change:** A number of words have been added to Section 2 to make the wording consistent with Section 2 of the other study agreements.

**Deleted:** 6010 through 860-082-0080

**Inserted:** 60

**Deleted:** Section

**Deleted:** 2

**Deleted:** F

B to this agreement and shall be subject to the data set forth in Attachment A to this agreement.

4. An Interconnection Facilities Study report shall provide the following information:

4.1 A description of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Small Generator Facility to the Public Utility's T&D System (including a description of any facilities or upgrades necessary to address impacts to Affected Systems);

4.2 A good-faith, non-binding estimate of the cost of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Small Generator Facility to the Public Utility's T&D System (including the cost of any facilities or upgrades necessary to address impacts to Affected Systems);

4.3 A reasonable schedule the procurement, construction, installation and testing of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Small Generator Facility to the Public Utility's T&D System (including the cost of any facilities or upgrades necessary to address impacts to Affected Systems); and

4.4 A discussion of how the required Interconnection Equipment, Interconnection Facilities, and/or System Upgrades address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

5. The Public Utility may require a study deposit in an amount permitted by OAR 860-082-0035(1) and the Public Utility shall have no obligation to begin the Facilities Study until such time as the Applicant has paid such deposit.

6. As required by OAR 860-082-0060(8)(a), Attachment B to this agreement provides a scope for the Interconnection Facilities Study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the cost to perform the Interconnection Facilities Study. In cases where no Upgrades are required, and unless otherwise provided in Attachment B, 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. Attachment B is incorporated as part of this agreement.

7. The Applicant agrees to pay the actual cost of the Interconnection Facilities Study. Study fees will be based on and shall accord with the requirements of OAR 860-082-0035(1) and will be based on actual costs. For purposes of OAR 860-082-0030(b), this provision shall constitute the Applicant's written authorization for the Public Utility to incur and assess costs in excess of the initial application fee.

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:

|   |
|---|
| Deleted: 4  |
| Deleted: 11-2 rev   |
| Deleted: is   |
| <b>Comment: Justification for Change:</b> The language of Section 3 has been modified slightly to make it consistent with the language of Section 3 in the other study agreements.  |
| Deleted: (1)  |
| Deleted: a  |
| Deleted: ,  |
| Deleted: d  |
| Deleted: (consistent with   |
| Deleted: Section 2),  |
| Deleted: for  |
| Deleted: facilities   |
| Deleted: (2) shall  |
| <b>Comment: Justification of Proposed Change:</b> Section 4 has been reformatted and some language has been added to make the provision regarding the contents of the study results consistent with the parallel provisions found in the other study agreements (see for example Section 6 of the feasibility study agreement). |
| Deleted:  |
| Deleted: will   |
| Deleted: as described in  |
| <b>Comment: Justification for Change:</b> Reference to new interconnection rules modified t ... [1]   |
| Deleted: 30(6)  |
| <b>Comment: Justification of</b> ... [2]  |
| Deleted:  |
| <b>Comment: Justification for</b> ... [3]   |
| Deleted:  |
| Deleted: detailed   |
| Deleted: i  |
| Deleted: 0  |
| Deleted:  |
| <b>Comment: Justification for</b> ... [4]   |
| <b>Comment: Justification for</b> ... [5]   |
| Deleted: 8. The Cost Responsib ... [6]  |
| Deleted: 0  |
| Deleted: 5. ¶   |
| Inserted: 5   |



[Insert name of the Public Utility]

Signed \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title \_\_\_\_\_

[Insert name of the Applicant]

Signed \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title \_\_\_\_\_

Deleted: 4  
Deleted: 11-2 rev

**Attachment A to the Interconnection Facilities Study Agreement**  
**Data To Be Provided by Applicant With the Interconnection Facilities Study Agreement**

**Comment: Justification for Proposed Change:** The name of this document has been changed from "Section 2" to "Attachment A" in order to avoid confusion with the second provision of the agreement.  
Deleted: Section  
Deleted: 2

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: \_\_\_\_\_

Deleted: 4  
Deleted: 11-2 rev

**Attachment B: Interconnection Facilities Study Agreement**  
**Detailed Scope, Reasonable Schedule, and Good-Faith non-Binding Cost Estimate**  
**for Interconnection Facilities Study**

**Comment: Justification for Proposed Change:** This Attachment B has been proposed to satisfy the requirements of OAR 860-082-0060(8)(a).

|   |                         |                          |
|---|-------------------------|--------------------------|
| <b>Page 2: [1] Comment</b>  | <b>Lovinger Jeffrey</b> | <b>7/12/2009 4:22 PM</b> |
| <b>Justification for Change:</b> Reference to new interconnection rules modified to match numbering of new rules.   |                         |                          |
| <b>Page 2: [2] Comment</b>  | <b>Lovinger Jeffrey</b> | <b>7/14/2009 9:41 PM</b> |
| <b>Justification of Proposed Change:</b> The language changes are intended to clarify that the amount of deposit which may be required by the Public Utility is established by the referenced rule and that the utility need not begin study work until the deposit is paid.  |                         |                          |
| <b>Page 2: [3] Comment</b>  | <b>Lovinger Jeffrey</b> | <b>7/14/2009 9:28 PM</b> |
| <b>Justification for Proposed Changes:</b> This Section 6 has been revised to make its language consistent with parallel provisions in the other study agreements (see for example Section 7 of the feasibility study) and to make the facility agreement comply with the requirements of OAR 860-082-006(8)(a).  |                         |                          |
| <b>Page 2: [4] Comment</b>  | <b>Lovinger Jeffrey</b> | <b>7/15/2009 8:51 AM</b> |
| <b>Justification for Proposed Change:</b> The language of Section 7 has been changed to make it consistent with parallel language found in the other study agreements (see for example, Section 8 of the feasibility study agreement). The revisions correct an inaccurate citation to the Rules and make it clear that by executing the agreement the Applicant agrees to costs beyond the application fee as required by OAR 860-082-0030(b). |                         |                          |
| <b>Page 2: [5] Comment</b>  | <b>Lovinger Jeffrey</b> | <b>7/14/2009 9:33 PM</b> |
| <b>Justification for Proposed Change:</b> Section 8 has been deleted as duplicative of Section 7.   |                         |                          |
| <b>Page 2: [6] Deleted</b>  | <b>Lovinger Jeffrey</b> | <b>7/14/2009 9:32 PM</b> |

8. The Cost Responsibility for Studies is detailed in OAR 860-082-003

### 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 System and/or Distribution System (“T&D System”); and

**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 (including the effects on feasibility associated with Affected Systems);

**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 860-082-0005 through 860-082-0085.
2. Interconnection Customer elects and the Public Utility shall cause to be performed an Interconnection Feasibility Study consistent with OAR 860-082-0060(6).
3. The scope of the Interconnection Feasibility Study is detailed in Attachment B to this agreement and shall be subject to the assumptions set forth in the rule and in Attachment A to this agreement.
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 Applicant 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

**Comment: Justification for Proposed Change:** There are three study agreements and they are designated Forms 4, 5 and 6. Form 5 is the feasibility study agreement. The feasibility study is the first of the three studies to be conducted. PacifiCorp proposes to renumber of the study agreements so that the feasibility agreement is Form 4.

**Comment: Justification for Change:** The term “T&D System” was defined by the Rules when the Forms were first drafted but is no longer defined by the Rules. The terms Transmission System and Distribution System are both defined in the final Rule and the proposed change simply creates a new term (T&D System) to serve as short-hand for the two terms defined in the Rules.

**Comment: Justification of Change:** Consistent with OAR 860-082-060(6)(e).

**Comment: Justification for Change:** Reference to new interconnection rules modified to match numbering of new rules.

**Comment: Justification for Proposed Change:** Section 3 has been modified slightly to clarify that the scope of the study is detailed in Attachment B and is subject to the assumptions set forth in the Rule and in Attachment A. Attachment A was originally called Section 2 but has been renamed to avoid any confusion with the second provision of the agreement.

**Comment: Justification for Change:** Consistency of terminology in form.

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 860-082-0035, for modifications to existing studies that are reasonably necessary to perform the Interconnection Feasibility Study.

**Comment: Justification for Change:** Reference to new interconnection rules modified to match numbering of new rules.

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

**Comment: Justification for Proposed Change:** Section 5 has been modified to clarify that it addresses only use of existing studies and the cost consequences if it is necessary to modify an existing study. Cost issues associated with new studies are addressed in Section 8.

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: Justification for Change:** This information is important and typically provided by PacifiCorp as part of its feasibility study report.

6.4 Preliminary description and non-binding 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 Calendar Days after this agreement is signed by the Parties. Attachment B is incorporated as part of this agreement.

**Comment: Justification for Proposed Change:** The changes to Section 7 and the addition of the proposed Attachment B have been proposed in order to satisfy the requirements of OAR 860-082-0060(6)(a) which requires the referenced information and does not mandate a 30 day study period. The 30 day study period has been retained as a default period which can be modified by Attachment B.

8. The Applicant agrees to pay the actual cost of the Interconnection Feasibility Study. Study fees will be based on actual costs and shall accord with the requirements of OAR 860-082-0035(1). For purposes of OAR 860-082-0030(b), this provision shall constitute the Applicant's written authorization for the Public Utility to incur and assess costs in excess of the initial application fee.

**Comment: Justification for Change:** Reference to new interconnection rules modified to match numbering of new rules.

9. The Public Utility may require a study deposit in an amount permitted by OAR 860-082-0035(1) and the Public Utility shall have no obligation to begin the Feasibility Study until such time as the Applicant has paid such deposit.

**Comment: Justification for Change:** Reference to new interconnection rules modified to match numbering of new rules.

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:

**Comment: Justification of Proposed Change:** The newly proposed section 9 is intended to make the feasibility study agreement consistent with the other study agreements and recognize the right to require a study deposit as established by the rules.

[Insert name of Public Utility]

Signed \_\_\_\_\_  
Name (Printed): \_\_\_\_\_ Title \_\_\_\_\_

[Insert name of Applicant]

Signed \_\_\_\_\_  
Name (Printed): \_\_\_\_\_ Title \_\_\_\_\_



**Attachment A: Interconnection Feasibility Study Agreement**  
**Assumptions Used in Conducting the Interconnection Feasibility Study**

**Comment: Justification for Proposed Change:** The name of this document has been changed from "Section 2" to "Attachment A" in order to avoid confusion with the second provision of the agreement.

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.

---

**Attachment B: Interconnection Feasibility Study Agreement**  
**Detailed Scope, Reasonable Schedule, and Good-Faith non-Binding Cost Estimate**  
**for Interconnection Feasibility Study**

**Comment: Justification for Proposed Change:** As discussed in the margin comment for Section 7 of the agreement, this Attachment B has been proposed to satisfy the requirements of OAR 860-082-0060(6)(a).

### 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 Transmission System and/or Distribution System (“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 and on any Affected Systems;

**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 860-082-0085.
2. Applicant elects and Public Utility shall cause to be performed an Interconnection System Impact Study consistent with OAR 860-082-0060(7).
3. The Parties shall set out the assumptions to be used in conducting the System Impacts Study in Attachment A which is incorporated as part of 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 Applicant 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, its Application, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.

**Deleted:** 6

**Deleted:** 11-2 rev.

**Comment: Justification for Proposed Change:** There are three study agreements and they are designated Forms 4, 5 and 6. Form 6 is the system impact study agreement. The system impact study is the second of the three studies to be conducted. PacifiCorp proposes to renumber of the study agreements so that the system impact study agreement is Form 5.

**Comment: Justification of Proposed Change:** The term “T&D System” was defined by the Rules when the Forms were first drafted but is no longer defined by the Rules. The terms Transmission System and Distribution System are both defined in the final Rule and the proposed change simply creates a new term (T&D System) to serve as short-hand for the two terms defined in the Rules.

**Comment: Justification for Change:** System Impact Studies also assess impacts on Affected Systems.

**Comment: Justification of Proposed Change:** Per the Rules, impacts on Affected Systems are part of the assessment to be made by the utility.

**Deleted:** , an of

**Inserted:** , an of any

**Deleted:** a

**Inserted:** affected

**Deleted:** s

**Inserted:** systems

**Comment: Justification for Change:** Reference to new interconnection rules modified to match numbering of new rules.

**Deleted:** 0

**Comment: Justification for Change:** Reference to new interconnection rules modified to match numbering of new rules.

**Deleted:** 0055

**Comment: Justification for Proposed Change:** The language of Section 3 has been modified to make it consistent with parallel language in the other study agreements. See for example, section 3 of the facilities study agreement.

**Deleted:** scope of the Interconnection System Impact Study shall be subject to the assumptions set forth below in Section 2 to

**Deleted:** Interconnection Customer

Deleted: 6  
Deleted: 11-2 rev.

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. As required by OAR 860-082-0060(7)(a), Attachment B to this agreement provides a scope for the Interconnection System Impacts Study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the cost to perform the Interconnection System Impacts Study. Unless otherwise provided in Attachment B, the Interconnection System Impact Study shall be completed and the results transmitted to the Applicant within 30 Calendar Days after this agreement is signed by the Parties

7. The Public Utility may require a study deposit in an amount permitted by OAR 860-082-0035(1) and the Public Utility shall have no obligation to begin the Feasibility Study until such time as the Applicant has paid such deposit.

8. The Applicant agrees to pay the actual cost of the Interconnection System Impacts Study. Study fees shall accord with OAR 860-082-0035(1) and will be based on actual costs. For purposes of OAR 860-082-0030(b), this provision shall constitute the Applicant's written authorization for the Public Utility to incur and assess costs in excess of the initial application fee.

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 \_\_\_\_\_

Deleted: ¶

Deleted: T

Deleted: if required,

Comment: The changes to Section 6 and the addition of the proposed Attachment B have been proposed in order to satisfy the requirements of OAR 860-082-0060(7)(a) which requires the referenced information and does not mandate a 30 day study period. The 30 day study period has been retained as a default period which can be modified by Attachment B.

Deleted: Electric Distribution Company

Deleted: as

Deleted: prescribed ¶

Comment: Justification for Change: Reference to new interconnection rules modified to match numbering of new rules.

Deleted: 0

Comment: Justification of Proposed Change: The newly proposed section 9 is intended to make the feasibility study agreement consistent with the other study agreements and recognize the right to require a study deposit as established by the rules.

Comment: Justification for Proposed Changes: The language changes are intended to clarify that the amount of deposit which may be required by the Public Utility is established by the referenced rule and that the utility need not begin study work until the deposit is paid.

Deleted: of the Rule

Deleted:

Deleted: are

Deleted: described in

Deleted: 0

Deleted: of the Rule

Comment: Justification for Proposed Change: Section 9 was deleted as duplicative of Section 8.

Comment: Justification for Change: Reference to new interconnection [ ... [1]

Deleted: 9. Cost responsibility is described in OAR 860-082-003

Deleted: 0

Deleted: 5 of the rule. ¶

Inserted: 5

Name (Printed): \_\_\_\_\_ Title \_\_\_\_\_

Deleted: 6  
Deleted: 11-2 rev.

**Attachment A: 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 860-082-0085, and the following assumptions:

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

---

2. Designation of alternative Points of Interconnection and configuration.

---

---

**Comment: Justification for Proposed Change:** The name of this document has been changed from "Section 2" to "Attachment A" in order to avoid confusion with the second provision of the agreement.

Deleted: Section 2

**Comment: Justification for Change:** Reference to new interconnection rules modified to match numbering of new rules.

Deleted: 0

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.

**Deleted:** 6  
**Deleted:** 11-2 rev.

**Attachment B: Interconnection System Impacts Study Agreement**  
**Detailed Scope, Reasonable Schedule, and Good-Faith non-Binding Cost Estimate**  
**for Interconnection System Impacts Study**

---

**Comment: Justification for Proposed Change:** This Attachment B has been proposed to satisfy the requirements of OAR 860-082-0060(7)(a).

**Justification for Change:** Reference to new interconnection rules modified to match numbering of new rules.



**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 860-082-0065. 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.

**Comment: Justification of Proposed Change:** Citation has been modified to refer to records requirement under the Rule adopted in AR 521.

Deleted: 11-2 rev

# Interconnection Agreement for Small Generator Facility Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection (Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)

Comment: Justification for Proposed Change: Consistency with OAR 860-082-0005(1).  
Deleted: smaller

Deleted: smaller

Comment: Justification for Proposed Change: Consistency with document title.  
Deleted: sometimes also referred to as

Comment: Justification of Proposed Change: As a global change throughout this Agreement, PacifiCorp has changed "Applicant" to "interconnection Customer". This change seems advisable on two grounds: (1) the owner of [... [1]  
Deleted: Applicant"

Deleted: Applicant

Deleted: Applicant

Comment: Justification for Pr [... [2]

Deleted: each

Deleted: ,

Deleted: Applicant

Deleted: Applicant

Comment: Justification for Pr [... [3]

Comment: Justification for Pr [... [4]

Deleted: .

Deleted:

Comment: Justification for Pr [... [5]

Deleted: Agreement shall be use [... [6]

Deleted: Terms with initial [... [7]

Deleted: e

Deleted: approved by the Commission

Comment: Justification of Pro [... [8]

Deleted: P

Deleted: or smaller

Deleted: A

Deleted: an Interconnection Agr [... [9]

Deleted: they are

Deleted: to

Deleted: if required by the Rule

Comment: Justification for Pr [... [10]

Deleted: and,

Inserted: and, to the extent th [... [11]

Comment: Justification of Pr [... [12]

Deleted: e

Deleted: or

Deleted: the Applicant's power

This Interconnection Agreement for Small Generator Facility ("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 may be referred to hereinafter singly as a "Party," or collectively as the "Parties."

## 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 \_\_\_\_\_;

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

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 ("Commission") and governed by OPUC Rule OAR 860, Division 082 (the "Rule").

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

This Agreement establishes the standard terms and conditions under which the Small Generator Facility with a Nameplate Capacity of no more than 10 megawatts ("MW") will interconnect to, and operate in Parallel with, the Public Utility's T&D System. The Commission has approved standard terms and conditions governing this class of interconnection. Any additions, deletions or changes to the standard terms and conditions of interconnection approved by the Commission must be mutually agreed by the Parties or, if required by the Rule, any such changes must be approved by the Commission. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule. This Agreement shall be construed where possible to be consistent with the Rules; to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

### 1.2 No Agreement Regarding Power Purchase, Transmission, or Delivery

This Agreement does not constitute an agreement to purchase, transmit, or deliver any power or capacity from the interconnected Small Generating Facility nor does it constitute

Deleted: 11-2 rev

an electric service agreement.

1.3 Other Agreements

Nothing in this Agreement is intended to affect any other agreement between the Public Utility and the Interconnection Customer or any other interconnected entity. If the provisions of this Agreement conflict with the provisions of any other Public Utility tariff, the Public Utility tariff shall control.

Comment: Justification of Proposed Change: The changes proposed for Article 1.2 are intended to make it clear that the Agreement does not provide for purchase, transmission or delivery of the interconnected generating facility's power.

Deleted: e Interconnection

Deleted: Applicant

Deleted: another Interconnection Customer

Deleted: However, i

Deleted: n the event that

Deleted: e

Deleted: are in

Deleted: s

1.4 Responsibilities of the Parties

1.4.1 The Parties shall perform all obligations of this 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 this Agreement, IEEE Standard 1547 (2003 ed), IEEE Standard 1547.1 (2005 ed), the National Electrical Code (2005 ed) and applicable standards required by the Commission.

Comment: Justification of Proposed Change: The changes proposed to Article 1.3 are intended to simplify and clarify the language of the Article not to change its meaning in any substantive manner.

Deleted: ----- Page Break -----

Deleted: e

Deleted: Applicant

Deleted: e

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 and this Agreement and the attachments to this Agreement.

1.5 Parallel Operation and Maintenance Obligations

Once the Small Generator Facility has been authorized to commence Parallel Operation by execution of this Agreement and satisfaction of Article 2.1 of this Agreement, the Interconnection Customer will abide by all written provisions for operating and maintenance as required by this Agreement and any attachments to this Agreement as well as by the Rule and as 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.

Comment: Justification for Proposed Change: PacifiCorp believes IEEE 1547.1 is applicable.

Comment: Justification for Proposed Change: Consistency with OAR 860-082-0030(1).

Comment: Justification for Proposed Change: PacifiCorp has proposed the addition of several Attachments ... [13]

Deleted: e

Deleted: Interconnection

Deleted: Applicant

1.6 Metering & Monitoring

The Interconnection Customer will be responsible for metering and monitoring as required by OAR 860-082-0070 and as may be detailed in any attachments to this Agreement.

Comment: Justification for P ... [14]

Comment: Justification for P ... [15]

Deleted: 65

Deleted:

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 the Interconnection Customer 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 7 provided on the Commission website and completed by the Public Utility as required by the Rule.

Deleted: Applicant

Deleted: EDC

Deleted: Applicants

Comment: Justification for P ... [16]

Deleted: 4

Comment: Justification for P ... [17]

Deleted: Under no circumstan ... [18]

Deleted: 11-2 rev

**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 and the Small Generator Facility shall not be authorized to operate in parallel with the Public Utility's T&D System until the Witness Test and Certificate of Completion provisions in the Rule have been satisfied. The Interconnection Customer shall pay or reimburse the Public Utility for its cost to participate in the Witness Test. Operation of the Small Generator Facility requires an effective Interconnection Agreement; electricity sales require a Power Purchase Agreement.

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.

**2.2 Right of Access:**

As provided in OAR 860-082-0030(5), the Public Utility will have access to the Interconnection Customer's premises for any reasonable purpose in connection with the Interconnection Application or any Interconnection Agreement that is entered in to pursuant to the 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.

Deleted: Applicant

**Comment: Justification for Proposed Change:** The phrase "and the Small Generator Facility shall not be authorized to operate in parallel with the Public Utility's T&D System" has been added to clarify what PacifiCorp understands to be the impact of the proceeding phrase "the Interconnection will not be final".

**Comment: Justification for Proposed Change:** The proposed sentence -- "The Interconnection Customer shall pay or reimburse the Public Utility for its cost to participate in the Witness Test." -- is added for consistency and clarification because it is implied in the following paragraph which requires the Public Utility to bear its own costs of participating in a repeat test during the Witness Test of aspects that were successfully tested during an interim test.

Deleted: an Applicant

Deleted: and that these tests

Deleted: EDC

Deleted: sends qualified personnel to the Small Generator Facility to observe such interim testing, and the Public Utility elects not to use the test(s) in the

Inserted: and the Public Utility elects not to use the test(s) in the final Witness Test,

Deleted: it

Deleted: be doing so at

**Comment: Justification for Proposed Change:** The second paragraph of Article 2.1 has been revised to clarify it meaning which was unclear to PacifiCorp under the original language. PacifiCorp understands the purpose of the second paragraph to be to allow for the possibility of interim testing but also to provide that should the utility participate and approve the results of interim ... [19]

Deleted: for sending qualified personnel to any additional testir ... [20]

Inserted: for sending qualified personnel to any additional testir ... [21]

Deleted: 2

Deleted: EDC

Deleted: Applicant's

Deleted: and

**Comment: Justification for Proposed Change:** The reference to the R( ... [22]

Deleted: is

**Comment: Justification for Proposed Change:** The addition of "the" i( ... [23]

**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 the Parties, unless terminated earlier by the default or voluntary termination by the Interconnection Customer or by action of the Commission.

Deleted: 11-2 rev

3.3 Termination

No termination will become effective until the Parties have complied with all provisions of OAR 860-082-0080 and this Agreement that apply to such termination.

Deleted: applicable

Deleted: laws and any clauses

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

Comment: Justification of Proposed Change: PacifiCorp is not certain what part of the Rules this citation in Article 3.3 is intended to reference; however, PacifiCorp suspects the reference should be to OAR 860-082-0080.

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

Comment: Justification of Proposed Change: The phrasing of Article 3.3 has been altered slightly to increase clarity. The meaning of the sentence has not been altered.

3.3.3 The Commission may order termination of this Agreement.

Deleted: the Rule as detailed in

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.

Deleted: 75

Deleted: or

Deleted: icable

Deleted: Applicant

Deleted: Applicant's

3.3.4 The provisions of this Article 3.3 shall survive termination or expiration of this Agreement.

Comment: Justification for Proposed Change: This clarifies that the reference is to Article 3.3 rather than just Article 3.3.4 or all of Article 3. It is not intended to change the meaning of the sentence.

3.4 Temporary Disconnection

The Public Utility or Interconnection Customer may temporarily disconnect the Small Generator Facility from the Public Utility's 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:

Deleted: Applicant

Deleted: i

Deleted: t

3.4.1 Under emergency conditions, the Public Utility or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility without advance notice to the other Party. 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: Justification of Proposed Change: PacifiCorp has proposed the addition of the language "without advanced notice to the other Party" to clarify the existing intent of Article 3.4.1. PacifiCorp assumes that temporary disconnection without advance notice is permissible under emergency conditions but the language of the provision was not clear on this point.

Deleted:

Deleted: Applicant

Deleted: Applicant

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.

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

Deleted: Applicant

3.4.3 The Public Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice of forced outages of the T&D System. If prior notice is

Comment: Justification for Proposed Change: The phrasing of the first sentence of Article 3.4.3 has been altered to increase clarity.

Deleted: to effect immediate repairs to



not given, the Public Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

Deleted: 11-2 rev

Deleted: Applicant

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 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.

Deleted: istribution

Deleted: Applicant

Deleted: Applicant

Deleted: Applicant

Deleted: Applicant

Comment: **Justification for Proposed Change:** This additional language is intended to clarify what changes this sentence refers to, but not to change the meaning in any way.

Deleted: temporarily

Comment: **Justification for Proposed Change:** The changes proposed for Article 3.4.5 are an attempt to clarify the scope of the Article and to state what PacifiCorp understands to be the necessary implication of the Article – namely that disconnection can occur until the impact of any additional equipment or facilities is assessed and addressed (if necessary).

3.4.5 If the Interconnection Customer makes any change to the Small Generating Facility, the Interconnection Equipment, the Interconnection Facilities, or to any other aspect of the interconnection, other than Minor Equipment Modifications, without prior written authorization of the Public Utility, the Public Utility will have the right to disconnect the Small Generator Facility until such time as the impact of the change has been studied by the Public Utility and any reasonable requirements or additional equipment or facilities required by the Public Utility to address any impacts from the changes have been implemented by the Parties and approved in writing by the Public Utility.

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 Article 3.4.

Comment: **Justification for Proposed Change:** The deleted reference to "this section" was unclear, but logically should point to Article 3.4 but no other part of Article 3.

Deleted: this

Deleted: section

Deleted: T

Deleted: Applicant

Deleted: application fee and for such

Comment: **Justification for Proposed Changes:** PacifiCorp has proposed a number of changes to the first sentence of Article 4. The purpose of these changes is to delete reference to an application fee (it will have been paid well before the interconnection agreement is executed) and to clarify the apparent meaning of the original language.

Deleted: as required in 860-082-0030

Deleted: to the existing T&D Systems identified by the Public Utility

Deleted: a

**Article 4. Cost Responsibility and Billing:**

As provided in OAR 860-082-0035, 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.

4.1 **Minor T&D System Modifications:**

As provided in the Rule addressing Tier 2 review (OAR 860-082-0050) and in the Rule addressing Tier 3 review (OAR 860-082-0055), it may be necessary for the Parties to construct certain Minor Modifications in order to interconnect under Tier 2 or Tier 3 review. The Public Utility has itemize any required Minor Modifications in the attachments to this Agreement, including a good-faith estimate of the cost of such Minor

Modifications and the time required to build and install such Minor Modifications. The Interconnection Customer agrees to pay the costs of such Minor Modifications.

~~Deleted:~~ 11-2 rev

~~Deleted:~~ , 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.

**4.2 Interconnection Facilities:**

The Public Utility has identified, 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 has itemized the required Interconnection Facilities in the attachments to this Agreement, including a good-faith estimate of 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.

**Comment: Justification for Proposed Change:** PacifiCorp proposes a number of changes to Article 4.1 to clarify that the Interconnection Customer will pay the cost of any Minor Modifications required to authorize the interconnection under Tier 2 or Tier 3 review and that any such Minor Modifications and their estimated cost will be detailed in the attachments to the Agreement.

~~Deleted:~~ Applicant

~~Deleted:~~ will bare

~~Deleted:~~ making

~~Deleted:~~ as may be necessary to gain approval of an Application.

~~Deleted:~~ will

~~Deleted:~~ y

~~Deleted:~~ will

~~Deleted:~~ for the Applicant

~~Deleted:~~ Applicant

**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: Justification for Proposed Changes:** PacifiCorp has proposed a number of minor changes to Article 4.2 in order to cast the Article in the proper tense (study and itemization will have happened by the time the interconnection agreement is executed) and to refer to an attachment to the Agreement where such itemization can be found.

~~Deleted:~~ Applicant

~~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 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, to the extent reasonably practicable, Adverse System Impacts on any Affected Systems and for determining, to the extent reasonably practicable, 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, to the extent allowed or required by the Commission. Such compensation will only be available to the extent provided for in the separate rules, Commission order or tariff.

**Comment: Justification for Proposed Change:** PacifiCorp has added (... [24])

~~Deleted:~~ Applicant

~~Deleted:~~ Applicant

~~Deleted:~~ Applicant

~~Deleted:~~ as

**Comment: Justification for Proposed Change:** The sentence -- "Such (... [25])

**Comment: Justification for Proposed Change:** Reference to study cos (... [26])

~~Deleted:~~ The Applicant is responsible for the application fee and for su (... [27])

~~Deleted:~~ The Applicant is responsible for the application fee and for su (... [28])

~~Deleted:~~ Public Utility may require a deposit of not more than 50% of (... [29])

~~Deleted:~~ may require

**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: 11-2 rev

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: Justification for Proposed Change:** The proposed changes to Article 4.6 are an attempt to make the Article reflect the requirements of OAR 860-082-0035(5).

**Deleted:** of no more than 25% of the estimated costs, not to exceed \$10,000, for Interconnection Facilities necessary to complete an Application and to interconnect interconnection to the T&D System. Progress billing, final billing and payment schedules must 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. 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 assigning Interconnection Customer.

Deleted: Applicant

**5.2 Limitation of Liability and Consequential Damages**

**Deleted:** 11-2 rev

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 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.

**Deleted:** an

**Deleted:** Interconnection

**5.3 Indemnity**

5.3.1 Liability under this Article 5.3 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 5.3 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 5.3, 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 5.3, 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 5.3 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

**Comment: Justification of Proposed Change:** The first sentence of Article 5.3.1 has been deleted because it attempts to summarize the meaning or purpose behind Article 5.3.2 but does so in an abbreviated and potentially conflicting manner which creates the potential for uncertainty and confusion. PacifiCorp proposes to delete the first sentence and rely solely on the language of Article 5.3.2. With this change, and the addition of Articles 5.3.6 and 5.3.7 (discussed below), Article 5.3 is essentially the same as the indemnification language found in the LGIA under PacifiCorp's FERC OATT. This has the advantage that interconnections around the country are functioning under similar language.

**Comment: Justification for Proposed Change:** The specific references to "Article 5.3" are added throughout Article 5.3 to clarify the apparent intended meaning.

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

**Deleted:** provision

Deleted: 11-2 rev

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: Justification of Proposed Change:** Article 5.3.6 added because it is part of the indemnity language of PacifiCorp's FERC OATT but was missing from this Article 5.3. The language is important in that it addresses selection of counsel for defense of indemnified claims.

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.

**Comment: Justification of Proposed Change:** Article 5.3.6 added because it is part of the indemnity language of PacifiCorp's FERC OATT but was missing from this Article 5.3. The language is important in that it addresses the indemnified person's right to participate in its own defense.

**5.4 Consequential Damages**

Neither Party shall be liable to the other Party, under any provision of this 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.

Deleted: e

**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 Force Majeure Event

Deleted: u

Deleted: e

**Change:** This change is intended to clarify the meaning but not to make any substantive change.

**Deleted:** 11-2 rev

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 the 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 breach, the non-breaching Party shall give written notice of such breach to the breaching Party. Except as provided in Article 5.6.2, the breaching Party shall have sixty (60) Calendar Days from receipt of the breach notice within which to cure such breach; provided however, if such breach is not capable of cure within 60 Calendar Days, the breaching 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 breach notice; and, if cured within such time, the breach specified in such notice shall cease to exist.

5.6.2 If a breach is not cured as provided for in this Article 5.6, or if a breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a default and terminate this 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 this Agreement, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Alternatively, the non-breaching Party shall have the right to seek dispute resolution with the Commission in lieu of default. The provisions of this Article 5.6 will survive termination of the Agreement.

**Comment: Justification for Proposed Change:** The addition of "the" is intended to make the sentence read more naturally.

**Comment: Justification of Proposed Change:** The term "default" has regularly been replaced with the term "breach" in most but not all cases in this Article 5.6 because it is the breach which may be cured and which if not cured leads to a default. This terminology is consistent with the utility's FERC OATTs.

- Deleted:** default
- Deleted:** default
- Deleted:** default
- Deleted:** default
- Deleted:** default
- Deleted:** default
- Deleted:** default
- Deleted:** default
- Deleted:** default
- Deleted:** default
- Deleted:** default
- Deleted:** default
- Deleted:** default
- Deleted:** defaulting
- Deleted:** e
- Deleted:** e
- Deleted:** defaulting
- Deleted:**
- Deleted:** defaulting

**Comment: Justification for Proposed Change:** The specification of Article 5.6 is intended to clarify the apparent meaning of the reference.

**Deleted:** 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 ... [30]

**Deleted:** is not required for apg ... [31]

**Deleted:** smaller. All other ... [32]

**Deleted:** ir

**Deleted:** f

**Comment: Justification for P** ... [33]

**Article 6. Insurance**

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.

**Comment: Justification of Proposed Change:** PacifiCorp has added proposed Articles 6.2 through 6.5 to address significant issues related to insurance. These issues do not impact the Commission's fundamental decision not to allow the utility to require insurance for facilities 200 kW or less. The proposed language of Articles 6.2 through 6.5 is based on insurance language from the FERC OATT.

Deleted: 11-2 rev

**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**

This 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 this Agreement.

Deleted: e

Deleted: Interconnection

**Comment: Justification for Proposed Change:** The lowercase "agreement" is intended to clarify the meaning of this sentence, that the Parties have not agreed to anything other than this Agreement.

Deleted: A

Deleted: e

**8.6 Multiple Counterparts**

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

Deleted: e

**8.7 No Partnership**

This 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.

Deleted: e

**8.8 Severability**

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority; (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable

Deleted: e



the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.

Deleted: 11-2 rev

Deleted: e

8.9 Subcontractors

Nothing in this 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 this Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of such subcontractor.

Deleted: 10

Deleted: e

Deleted: e

Deleted: e

Deleted: e

8.9.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other 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 this Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

Deleted: 10

Deleted: e

Deleted: e

8.9.2 The obligations under this Article 8.9 will not be limited in any way by any limitation of subcontractor's insurance.

Deleted: 10

8.10 Reservation of Rights

Either Party will have the right to make a unilateral filing with the Commission to modify this 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.

Deleted: 1

Deleted: e Interconnection

Article 9. Notices and Records

9.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this 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:

Deleted: e

Deleted: e

9.2 Records

The Public 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 860-082-0065. The Public Utility will provide a copy of these records to the Interconnection Customer within 15 Business Days if a request is made in writing.

Deleted: u

Comment: Justification for Proposed Change: Complete the incomplete reference to rule.

Deleted: Applicant or

Deleted: Applicant

If to the Interconnection Customer:

**Interconnection Customer:**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

Deleted: 11-2 rev

Deleted: Applicant

**If to Public Utility:**

Public Utility  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

Deleted: EDC

**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: \_\_\_\_\_

Deleted: EDC

Deleted: UBLIC

Inserted: UBLIC U

Deleted: TILITY

Inserted: TILITY

**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 this 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)

Deleted: e

**Interconnection Customer's Operating Representative:**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_

Deleted: Applicant

Deleted: .

Deleted: \_r

Deleted: \_\_\_\_\_

Deleted: 11-2 rev

**Public Utility's Operating Representative:**

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Deleted: ¶

Deleted: \_

**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.

Deleted: 11-2 rev

**Article 10. Signatures**

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

Deleted: e

**For Public Utility:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Interconnection Customer:**

Deleted: ¶  
¶

Deleted: Applicant

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Deleted:** 11-2 rev**Attachment 1****Description and Costs of the Generating Facility,  
Interconnection Facilities, and Metering Equipment**

**Comment: Justification for Proposed Change:** PacifiCorp has proposed the addition of a series of attachments to the Interconnection Agreement. These attachments are regularly used in all other interconnection agreements and are critical in that they provide the vehicle by which the Parties memorialize the project specific aspects of the interconnection in question.

Equipment, including the Small Qualifying Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Public Utility, or the Transmission Owner. The Public Utility will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

Attachment 2

One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering  
Equipment, and Upgrades

**Attachment 3**

**Milestones**

In-Service Date: \_\_\_\_\_

Critical milestones and responsibility as agreed to by the Parties:

| <b><u>Milestone/Date</u></b> | <b><u>Responsible Party</u></b> |
|------------------------------|---------------------------------|
| (1) _____                    | _____                           |
| (2) _____                    | _____                           |
| (3) _____                    | _____                           |
| (4) _____                    | _____                           |
| (5) _____                    | _____                           |
| (6) _____                    | _____                           |
| (7) _____                    | _____                           |
| (8) _____                    | _____                           |
| (9) _____                    | _____                           |
| (10) _____                   | _____                           |

**Attachment 4**

**Additional Operating Requirements for the Public Utility's  
Transmission System and/or Distribution System and Affected Systems Needed to Support the  
Interconnection Customer's Needs**

The Public Utility shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Public Utility's Transmission System and/or Distribution System.



**Attachment 5**

**Public Utility's Description of its Upgrades  
and Best Estimate of Upgrade Costs**

The Public Utility shall describe the Distribution Upgrades and Network Upgrades required, and provide an itemized best estimate of the cost, including overheads, of the upgrades and annual operation and maintenance expenses associated with such upgrades.

Attachment 6

Scope of Work

Attachment 7

Interconnection and Operating Requirements

|   |                         |                           |
|---|-------------------------|---------------------------|
| <b>Page 1: [1] Comment</b>  | <b>Lovinger Jeffrey</b> | <b>7/14/2009 4:47 PM</b>  |
| <b>Justification of Proposed Change:</b> As a global change throughout this Agreement, PacifiCorp has changed "Applicant" to "interconnection Customer". This change seems advisable on two grounds: (1) the owner of the generation is no longer an applicant but rather the interconnected customer under the Agreement; and (2) the Agreement uses both the terms Applicant and Interconnection Customer to refer to the same entity and it seems less confusing to use a single term for that entity. |                         |                           |
| <b>Page 1: [2] Comment</b>  | <b>Charles von Reis</b> | <b>7/14/2009 4:47 PM</b>  |
| <b>Justification for Proposed Change:</b> Clarify sentence.   |                         |                           |
| <b>Page 1: [3] Comment</b>  | <b>Charles von Reis</b> | <b>7/14/2009 4:47 PM</b>  |
| <b>Justification for Proposed Change:</b> Consistency with definitions in Division 082.   |                         |                           |
| <b>Page 1: [4] Comment</b>  | <b>Charles von Reis</b> | <b>7/14/2009 4:47 PM</b>  |
| <b>Justification for Proposed Change:</b> Consistency with Division 082.  |                         |                           |
| <b>Page 1: [5] Comment</b>  | <b>Charles von Reis</b> | <b>7/14/2009 10:32 PM</b> |
| <b>Justification for Proposed Change:</b> Clarifying changes to put the language of the recital into present rather than future tense.  |                         |                           |
| <b>Page 1: [6] Deleted</b>  | <b>Lovinger Jeffrey</b> | <b>7/14/2009 9:32 AM</b>  |
| Agreement shall be used for all approved Tier 1, Tier 2, Tier 3 and Tier 4 Applications according to the procedures set forth in  |                         |                           |
| <b>Page 1: [7] Deleted</b>  | <b>Charles von Reis</b> | <b>7/13/2009 5:31 PM</b>  |
| 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.  |                         |                           |
| <b>Page 1: [8] Comment</b>  | <b>Lovinger Jeffrey</b> | <b>7/15/2009 6:47 AM</b>  |
| <b>Justification of Proposed Change:</b> The changes proposed to Article 1.1 are proposed for purposes of clarification only and are not intended to change the substantive meaning of the Article.   |                         |                           |
| <b>Page 1: [9] Deleted</b>  | <b>Lovinger Jeffrey</b> | <b>7/14/2009 9:34 AM</b>  |
| an Interconnection Agreement will not be permitted unless   |                         |                           |
| <b>Page 1: [10] Comment</b>   | <b>Charles von Reis</b> | <b>7/14/2009 4:47 PM</b>  |
| <b>Justification for Proposed Change:</b> PacifiCorp proposes to move language regarding definitions from the recitals to the body of the agreement.  |                         |                           |
| <b>Page 1: [11] Inserted</b>  | <b>Charles von Reis</b> | <b>7/13/2009 5:31 PM</b>  |
| and, to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.  |                         |                           |
| <b>Page 1: [12] Comment</b>   | <b>Lovinger Jeffrey</b> | <b>7/14/2009 4:47 PM</b>  |
| <b>Justification of Proposed Change:</b> As a global change throughout this Agreement the terms "the Agreement" have been changed to "this Agreement" a more natural formulation given that the language is self referential.   |                         |                           |
| <b>Page 2: [13] Comment</b>   | <b>Lovinger Jeffrey</b> | <b>7/14/2009 10:34 PM</b> |
| <b>Justification for Proposed Change:</b> PacifiCorp has proposed the addition of several Attachments to the Interconnection Agreement. These attachments are regularly used in   |                         |                           |

PacifiCorp's FERC and non-FERC interconnection agreements and are critical for detailing project specific aspects of the interconnection.

---

**Page 2: [14] Comment** **Charles von Reis** **7/14/2009 10:35 PM**  
**Justification for Proposed Change:** Necessary reference to new attachments discussed above.

---

**Page 2: [15] Comment** **Charles von Reis** **7/14/2009 10:35 PM**  
**Justification for Proposed Change:** Necessary reference to new attachments discussed above.

---

**Page 2: [16] Comment** **Charles von Reis** **7/15/2009 6:15 AM**  
**Justification for Proposed Change:** The number 7 has been added after the term "Form" for clarity.

---

**Page 2: [17] Comment** **Charles von Reis** **7/15/2009 6:59 AM**  
**Justification for Proposed Change:** The final sentence of Article 1.7 has been deleted because it appears to imposed a requirement that is no longer mandated by final Rules adopted in AR 521.

---

**Page 2: [18] Deleted** **Lovinger Jeffrey** **7/12/2009 9:35 PM**  
Under no circumstances shall these additional requirements for voltage or reactive power support exceed the normal operating capabilities of the Small Generator Facility.

---

**Page 3: [19] Comment** **Charles von Reis** **7/15/2009 8:39 AM**  
**Justification for Proposed Change:** The second paragraph of Article 2.1 has been revised to clarify it meaning which was unclear to PacifiCorp under the original language. PacifiCorp understands the purpose of the second paragraph to be to allow for the possibility of interim testing but also to provide that should the utility participate and approve the results of interim testing and then require a repeat of the interim test as part of the witness test, the utility must bear its own cost of the repeated aspects of the witness test.

---

**Page 3: [20] Deleted** **Lovinger Jeffrey** **7/14/2009 9:57 AM**  
*for sending qualified personnel to any additional testing required for the Witness Test*

---

**Page 3: [21] Inserted** **Charles von Reis** **7/13/2009 4:14 PM**  
*for sending qualified personnel to any additional testing required for the Witness Test*

---

**Page 3: [22] Comment** **Charles von Reis** **7/14/2009 4:47 PM**  
**Justification for Proposed Change:** The reference to the Rule is not self-referential, so "this" is inaccurate.

---

**Page 3: [23] Comment** **Charles von Reis** **7/14/2009 4:47 PM**  
**Justification for Proposed Change:** The addition of "the" is intended to clarify the meaning of the sentence and not to change the meaning in any way.

---

**Page 6: [24] Comment** **Lovinger Jeffrey** **7/15/2009 7:01 AM**  
**Justification for Proposed Change:** PacifiCorp has added the phrase "to the extent reasonably practicable" because PacifiCorp cannot be expected to have sufficient information about Affected Systems to be able to ascertain all possible adverse impacts.

|  |                         |                          |
|--|-------------------------|--------------------------|
| <b>Page 6: [25] Comment</b>  | <b>Charles von Reis</b> | <b>7/15/2009 6:52 AM</b> |
| <b>Justification for Proposed Change:</b> The sentence -- "Such compensation will only be available to the extent provided for in the separate rules, Commission order or tariff." -- has been added for consistency with Article 4.4.   |                         |                          |
| <b>Page 6: [26] Comment</b>  | <b>Lovinger Jeffrey</b> | <b>7/15/2009 8:43 AM</b> |
| <b>Justification for Proposed Change:</b> Reference to study cost deposits deleted as inapplicable to the interconnection agreement; such costs are addressed in the study agreement forms.  |                         |                          |
| <b>Page 6: [27] Deleted</b>  | <b>Lovinger Jeffrey</b> | <b>7/14/2009 2:44 PM</b> |
| The Applicant is responsible for the application fee and for such facilities, equipment, modifications and upgrades as required in 860-082-0035.   |                         |                          |
| <b>Page 6: [28] Inserted</b>   | <b>Laura Raypush</b>    | <b>7/7/2009 11:14 AM</b> |
| The Applicant is responsible for the application fee and for such facilities, equipment, modifications and upgrades as required in 860-082-0035.   |                         |                          |
| <b>Page 6: [29] Deleted</b>  | <b>Lovinger Jeffrey</b> | <b>7/14/2009 2:45 PM</b> |
| Public Utility 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 necessary to complete an Application and to interconnect interconnection to the T&D System. The   |                         |                          |
| <b>Page 10: [30] Deleted</b>   | <b>Lovinger Jeffrey</b> | <b>7/13/2009 6:37 AM</b> |
| 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. G  |                         |                          |
| <b>Page 10: [31] Deleted</b>   | <b>Lovinger Jeffrey</b> | <b>7/13/2009 6:34 AM</b> |
| is not required for approval of an interconnection Application, or for the related Interconnection Agreement, for  |                         |                          |
| <b>Page 10: [32] Deleted</b>   | <b>Lovinger Jeffrey</b> | <b>7/13/2009 6:41 AM</b> |
| smaller. All other Interconnection Customers must obtain a prudent amount of   |                         |                          |
| <b>Page 10: [33] Comment</b>   | <b>Lovinger Jeffrey</b> | <b>7/15/2009 6:48 AM</b> |
| <b>Justification for Proposed Change:</b> Article 6.1 has been revised by placing the exception for very small generators (200 kW or less) at the front of the provision and then clarifying that for all other generators, the Public Utility is requiring general liability insurance sufficient to protect persons affected by the interconnection. This is consistent with the Rules and the original language of Article 6.1. The proposed changes are intended to clarify and improve the language of Article 6.1 not to alter the substantive meaning of the provision. |                         |                          |