



Oregon

Kate Brown, Governor

Public Utility Commission

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September 7, 2021



BY EMAIL

PacifiCorp

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RE: Advice No. 21-017

At the public meeting on September 7, 2021, the Commission adopted Staff's recommendation in this matter docketed as ADV 1298 (and UM 1930). The Staff Report and a receipted copy of the sheets in your advice filing are attached.

A handwritten signature in blue ink, appearing to read "Nolan Moser".

Nolan Moser

Chief Administrative Law Judge

Public Utility Commission of Oregon

(503) 378-3098

**PUBLIC UTILITY COMMISSION OF OREGON
STAFF REPORT**

PUBLIC MEETING DATE: September 7, 2021

REGULAR **CONSENT** **EFFECTIVE DATE** September 8, 2021

DATE: August 30, 2021

TO: Public Utility Commission

FROM: Joe Abraham

THROUGH: Bryan Conway, JP Batmale, and Sarah Hall **SIGNED**

SUBJECT: OREGON PUBLIC UTILITY COMMISSION STAFF:
(Docket Nos. UM 1930 and ADV 1298/Advice No. 21-017)
Corrects omission in Community Solar Program Interconnection Agreement.

STAFF RECOMMENDATION:

Approve Pacific Power's (PAC) Advice No. 21-017 correcting an omission in their CSP Interconnection Agreement.

DISCUSSION:

Issue

Whether the Commission should approve PAC Advice No. 21-017 correcting an omission in their CSP Interconnection Agreement.

Applicable Rule or Law

ORS 757.386(2)(a) directs the Commission to establish a program that provides electricity customers the opportunity to share the costs and benefits of electricity generated by a community solar energy system.

ORS 757.205(1) provides that "[e]very public utility shall file with the Public Utility Commission, within a time to be fixed by the commission, schedules which shall be open to public inspection, showing all rates, tolls and charges which it has established and which are in force at the time for any service performed by it within the state, or for

any service in connection therewith or performed by any public utility controlled or operated by it.”

OAR 860-088-0140, utilities must enter into contracts for the procurement and purchase of energy from CSP projects.

OAR 860-088-0120(4) requires electric companies to obtain Commission approval of any applicable tariffs required by the CSP rules.

Commission Order No. 21-192 directed PAC to file a re-file portions of their PPA's that incorporate modifications recommended by Staff.

Analysis

Background

In April 2020, PAC and Portland General Electric made compliance filings that established the contractual terms for the CSP Power Purchase Agreement.¹

On August 5, 2021, PAC submitted Advice No. 21-017² to correct an omission in Section 6.3 of its CSP Interconnection Agreement, which begins as follows:

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.

PacifiCorp proposes to correct that omission, causing Section 6.3 to read:

All insurance required by this Article 6 shall name the Public **Utility**, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured.
[Addition in bold.]

¹ Order No. 20-122 in UM 1930 established the terms of the utility CSP Interconnection Agreements and PPAs. PGE filed Compliance Filing of Advice No. 20-04 on April 17, 2020, effective April 20, 2020, docketed in ADV 1095; PAC filed Supplemental Compliance Filing of Advice No. 20-003 on April 14, 2020, effective April 14, 2020, docketed in ADV 1093; IPC filed Supplement to Advice No. 20-01 on April 13, 2020, effective April 7, 2020, docketed in ADV 1094.

² <https://edocs.puc.state.or.us/efdocs/HAD/um1930had14221.pdf>.

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Conclusion

Staff recognizes the omission as inadvertent and support the Commission approving the proposed correction.

PROPOSED COMMISSION MOTION:

Approve Pacific Power's Advice No. 21-017 correcting an omission in their CSP Interconnection Agreement.



Interconnection Agreement for a Community Solar Project

This Interconnection Agreement for a Community Solar Project (“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” or “Applicant”) and PacifiCorp, a corporation, existing under the laws of the State of Oregon, (“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 Community Solar Project, consistent with the Application completed on _____;

Whereas, the Interconnection Customer desires to interconnect the Community Solar Project with Public Utility’s Distribution System (“Distribution System”) in the State of Oregon; and

Whereas, the interconnection of the Community Solar Project and the Public Utility’s Distribution System is subject to the jurisdiction of the Public Utility Commission of Oregon (“Commission”) and are governed by OPUC Rule OAR 860, Division 088 (the “Rule”) and Public Utility’s Community Solar Interconnection Procedures (“CSP Interconnection Procedures”)

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 Community Solar Project with a Nameplate Capacity of no more than 3 megawatts (“MW”) will interconnect to, and operate in Parallel with, the Public Utility’s Distribution 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 as mutually agreed to by the Parties must be approved by the Commission. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the CSP Interconnection Procedures. This Agreement shall be construed where possible to be consistent with the Rule and the CSP Interconnection Procedures; to the extent this Agreement conflicts with the Rule or the CSP Interconnection Procedures, the Rule or CSP Interconnection Procedures shall take precedence.

1.2 Definitions

Unless defined in this Agreement, when used in this Agreement, with initial capitalization, the terms specified shall have the meanings given in CSP Interconnection Procedures.

1.3 No Agreement Regarding Power Purchase, Transmission, or Delivery

This Agreement does not constitute an agreement to purchase, transmit, or deliver any power



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or capacity from the interconnected Community Solar Project nor does it constitute an electric service agreement.

1.4 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 or the CSP Interconnection Procedures, the Public Utility tariff or CSP Interconnection Procedures, as applicable, shall control.

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws.

1.5.2 The Interconnection Customer will construct, own, operate, and maintain its Community Solar Project 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 and this Agreement.

1.5.3 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.

1.6 Parallel Operation and Maintenance Obligations

Once the Community Solar Project 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 a certification form, "Operations Form", title "Interconnection Equipment As-Built Specifications, Initial Settings and Operating Requirements."

1.7 Metering & Monitoring

The Interconnection Customer will be responsible for metering and monitoring as required by the CSP Interconnection Procedures and as may be detailed in any attachments to this Agreement.

1.8 Power Quality

The Interconnection Customer will design its Community Solar Project to maintain a composite power delivery at continuous rated power output at the Point of Interconnection

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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 Operations Form and completed by the Public Utility as required by the Rule. The Public Utility shall not impose additional requirements for voltage or reactive power support outside of what may be required to mitigate impacts caused by interconnection of the Community Solar Project to the Public Utility's system.

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

2.1 Equipment Testing and Inspection

The Interconnection Customer will test and inspect its Community Solar Project 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 Community Solar Project shall not be authorized to operate in parallel with the Public Utility's Distribution 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 costs to participate in the Witness Test. Operation of the Community Solar Project 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 Community Solar Project 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 the CSP Interconnection Procedures, 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 and CSP Interconnection Procedures 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.



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

3.1 Effective Date

The Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

The Agreement will be effective on the Effective Date and will remain in effect for a period of twenty (20) years or the life of the power purchase agreement, whichever is shorter.

3.3 Termination

No termination will become effective until the Parties have complied with all provisions of the CSP Interconnection Procedures and this Agreement that apply to such termination.

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

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

3.3.3 If the Community Solar Project loses any certification status as defined by the Rule or the CSP Interconnection Procedures, the Public Utility shall have the right to immediately terminate the Agreement.

3.3.4 The Commission may order termination of this Agreement.

3.3.5 Upon termination of this Agreement, the Community Solar Project will be disconnected from the Public Utility's Distribution 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.

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

3.4 Temporary Disconnection

The Public Utility or Interconnection Customer may temporarily disconnect the Community Solar Project from the Public Utility's Distribution System for so long as reasonably necessary, as provided in the CSP Interconnection Procedures, in the event one or more of the following conditions or events occurs:

3.4.1 Under emergency conditions, the Public Utility or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Community Solar Project 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 Community Solar Project operation. The Interconnection Customer will notify the Public Utility

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promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Public Utility's Distribution System. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 3.4.2 For routine Maintenance, Parties will make reasonable efforts to provide five Business Days' notice prior to interruption caused by routine maintenance or construction and repair to the Community Solar Project or Public Utility's Distribution System and shall use reasonable efforts to coordinate such interruption.
- 3.4.3 The Public Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice of forced outages of the Distribution System. If prior notice is not given, the Public Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 For disruption or deterioration of service, where the Public Utility determines that operation of the Community Solar Project will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Community Solar Project could cause damage to the Public Utility's Distribution System, the Public Utility may disconnect the Community Solar Project. 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 Community Solar Project 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.
- 3.4.5 If the Interconnection Customer makes any change to the Community Solar Project, 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 Community Solar Project 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 Community Solar Project, Interconnection Facilities, and Public Utility's Distribution System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to Article 3.4.



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Article 4. Cost Responsibility and Billing:

As provided in the CSP Interconnection Procedures, the Applicant is responsible for the cost of all facilities, equipment, modifications and upgrades needed to facilitate the interconnection of the Community Solar Project to the Public Utility's Distribution System.

4.1 Minor Distribution System Modifications:

As provided in the CSP Interconnection Procedures addressing Tier 2 review, it may be necessary for the Parties to construct certain Minor Modifications to interconnect under Tier 2 review. The Public Utility has itemized 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.

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 Community Solar Project 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 Applicant is responsible for the cost of the Interconnection Facilities.

4.3 Interconnection Equipment:

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

4.4 System Upgrades:

The 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 an Applicant. In such cases when there are multiple Community Solar Facilities on a single circuit of the Distribution System that are jointly studied, the Public Utility shall allocate the System Upgrade costs based on the proportional capacity of each Community Solar Project. The cost sharing will be detailed in the Attachments to this Agreement. If a Community Solar Project that has been jointly studied and allocated a share of system upgrade costs withdraws, the Company will reassess the System Upgrades needed to complete the interconnection(s) and reallocate the System Upgrade costs to the remaining Community Solar Project(s) using the same methodology.

4.5 Adverse System Impact:

The Public Utility is responsible for identifying the possible Affected Systems and coordinating with those identified Affected Systems, to the extent reasonably practicable, to allow the Affected System owner an opportunity to identify Adverse System Impacts on its Affected System, and to identify what mitigation activities or upgrades may be required on



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the Public Utility's system or on the Affected System to address impacts on Affected Systems and accommodate a Community Solar Project. Such coordination with Affected System owners shall include inviting Affected System owners to scoping meetings between the Public Utility and the Applicant and providing the Affected System owner with study results and other information reasonably required and requested by the Affected System owner to allow the Affected System owner to assess impacts to its system and determine required mitigation, if any, for such impacts. The Parties acknowledge that the Public Utility cannot compel the participation of the Affected System owner and that the Public Utility is not itself responsible for identifying impacts or mitigation associated with an Affected System. 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 or Commission order. If the Parties have actual knowledge of an Adverse System Impact on an Affected System, the Applicant shall not interconnect and operate its Community Solar Project in parallel with the Public Utility's system, and the Public Utility shall not authorize or allow the continued interconnection or parallel operation of the Community Solar Project, unless and until such Adverse System Impact has been addressed to the reasonable satisfaction of the Affected System owner.

4.6 Deposit and Billings:

The Applicant 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):

The Parties have agreed to progress payments and final payment under the schedule of payments attached to this Agreement; the Applicant 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 \$_____.

or

The Parties have not agreed to progress payments, the Applicant shall pay 100% of estimated costs as detailed in the Attachments to this agreement prior to the commencement of work.

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 Applicant shall pay the Public Utility any balance owing or the Public Utility shall refund any excess deposit or progress payment within 20 Business Days of the date actual costs are determined.

If the Applicant's request to interconnect was jointly studied by the Company and the Applicant withdrawals, then any deposits or payments made by the withdrawing Applicant



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will be applied as a bill credit to not-yet-invoiced study costs for other remaining CSP Applicants that were jointly studied. Any remaining deposits or payments after the bill credits have been issued will be returned to the withdrawing Applicant.

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 Community Solar Project. For Community Solar Project systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.

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

5.1.4 Any assignment not specifically approved by the Project Manager or the Program Administrator shall similarly be declared void and ineffective.

5.2 Limitation of Liability and Consequential Damages

A Party is liable for any loss, cost claim, injury, or expense including reasonable attorney's fees related to or arising from any act or omission in its performance of the provisions of 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.

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.

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- 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 person.
- 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 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.
- 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

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proceedings if and to the extent that, in the opinion of the indemnified person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

5.4 Consequential Damages

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

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 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.

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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.

Article 6. Insurance

- 6.1 With regard to the interconnection of a Community Solar Project, 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 Community Solar Project 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 Utility, 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

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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 the CSP Interconnection Procedures.

Article 8. **Miscellaneous**

8.1 **Governing Law, Regulatory Authority, and Rules**

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

8.2 **Amendment**

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

8.3 **No Third-Party Beneficiaries**

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

8.4 **Waiver**

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- 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.

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.

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.

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 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.

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



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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.

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.

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

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 CSP Interconnection Procedures rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

Article 9. Notices and Records

9.1 General

Unless otherwise provided in 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:

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 the CSP Interconnection Procedures. 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.

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail _____



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If to Public Utility:

Public Utility: PacifiCorp
Attention: Transmission Services
Address: 825 N.E. Multnomah Street, Suite 550
City: Portland State: OR Zip: 97232
Phone: 503-813-6077 Fax: 503-813-6873

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: _____

If to Public Utility

Public Utility: PacifiCorp Transmission
Attention: Central Cashiers Office
Address: 825 N.E. Multnomah Street, Suite 550
City: Portland State: OR Zip: 97232

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)

Interconnection Customer's Operating Representative:

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



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Public Utility’s Operating Representative: PacifiCorp

Attention: Grid Operations

Address: 9915 S.E. Ankeny Street

City: Portland State: OR Zip: 97216

Phone: 503-251-5197 Fax: 503-251-5228

9.5 Changes to the Notice Information

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

Article 10. Signatures

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

For Public Utility:

Name: _____

Rick Vail

Title: VP, Transmission _____

Date: _____

For the Applicant/Interconnection Customer:

Name: _____

Title: _____

Date: _____



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Attachment 1

Description of Interconnection Facilities And Metering Equipment Operated or Maintained by the Public Utility

Community Solar Project: (Insert descriptive statement). See Attachment 2.

Interconnection Customer Interconnection Facilities: (Insert descriptive statement). See Attachment 2.

Public Utility's Interconnection Facilities: (Insert descriptive statement) See Attachment 2.

Estimated Cost of Public Utility's Interconnection Facilities: Estimated cost of Public Utility's Interconnection Facilities directly assigned to Interconnection Customer: _____.

Estimated Annual Operation and Maintenance Cost of Public Utility's Interconnection Facilities:
_____.

Interconnection Customer shall be responsible for Public Utility's actual cost for maintenance of the Public Utility's Interconnection Facilities.

Point of Interconnection: The point where the Public Utility's Interconnection Facilities connect to the Public Utility's ___ kV distribution circuit _____ out of _____ substation. See Attachment 2.

Point of Change of Ownership: The point where the Interconnection Customer's Interconnection Facilities connect to the Public Utility's Interconnection Facilities. See Attachment 2.



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Attachment 2

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



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Attachment 3

Milestones

Estimated In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

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

Interconnection Customer is to request Backfeed, 1st Sync, and Commercial Operations in writing (email acceptable) prior to the above dates. Public Utility is to approve Interconnection Customer requests without unreasonable delay. The Interconnection Customer will be required to demonstrate the reactive capability of the Community Solar Project and the voltage control system prior to Commercial Operations.

* Any design modifications to the Interconnection Customer’s Community Solar Project after this date requiring updates to the Public Utility’s network model will result in a minimum of 3 months added to all future milestones including Commercial Operations.

Payment Schedule*

If Interconnection Customer agrees to progress payments option under Article 4.6 of the Interconnection Agreement, there are two potential options for a payment schedule below (please select one). If Interconnection Customer elects progress payment option but an option below is not selected, the Levelized Option will be selected by default. Failure to comply with the selected payment schedule will result in



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contractual breach, work stoppage, and slip of the milestone schedule above on a day-for-day basis. Interconnection Customer will still be responsible for all costs of the project. Public Utility will conduct initial accounting for the project within thirty (30) days of granting Commercial Operations approval and will determine if a partial refund of project costs is acceptable.

Please select an option:

Funds due no later than

Levelized Option

Stepped Option

_____, 20____

(or when Interconnection Agreement is executed)

\$

\$

\$

\$

\$

\$

\$

\$

*Please see Attachments 5 and 6 for further information as estimated costs may change during detailed engineering.



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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 interconnection of the Community Solar Project is subject to the rules contained within the CSP Interconnection Procedures. The interconnection of the Community Solar Project to the Public Utility's Distribution System shall be subject to, and the Interconnection Customer shall operate the Community Solar Project in accordance with, the Public Utility's policies governing interconnection of generation facilities to the Distribution System entitled "Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)" which policy document is available upon request from the Public Utility and is incorporated by this reference as part of the Interconnection Agreement between the Parties. In the event of a conflict between any aspect of this Attachment 4 (including without limitation the Public Utility's policies governing interconnection of generation facilities to the distribution system or the transmission system) and the rules contained in the CSP Interconnection Procedures, the rules shall prevail.

Parallel Operation. Interconnection Customer may operate the Community Solar Project in parallel with the Public Utility's Transmission System or Distribution System (collectively the "Electrical System"), but subject at all times to any operating instructions that the Public Utility's dispatch operators may issue and in accordance with all the provisions of this Interconnection Agreement and Good Utility Practice, and any other conditions imposed by the Public Utility in its sole discretion.

Community Solar Project Operation Shall Not Adversely Affect the Public Utility's Distribution System. Interconnection Customer shall operate the Community Solar Project in such a manner as not to adversely affect the Public Utility's Distribution System or any other element of the Public Utility's electrical system. Interconnection Customer's Community Solar Project shall deliver not more than the Design Capacity of _____ kW. Except as otherwise required by this Interconnection Agreement, Interconnection Customer shall operate the Community Solar Project in a manner compatible with the Public Utility's applicable voltage level and fluctuating voltage guidelines, entitled Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below), as it may be amended or superseded from time to time in the Public Utility's reasonable discretion, at the Point of Interconnection during all times that the Community Solar Project is connected and operating in parallel with the Public Utility's Distribution System. In its sole discretion, the Public Utility may specify rates of change in Interconnection Customer's deliveries to the Public Utility's Distribution System during any start-up of the Community Solar Project, during reconnection to the Public Utility's Distribution System, and during normal operations to assure that such rates of change are compatible with the operation of the Public Utility's voltage regulation equipment.

Maximum Authorized Power Flow. The Community Solar Project shall not be operated in a manner that results in the flow of electric power onto the Public Utility's Distribution System during any fifteen (15) minute interval at levels in excess of _____ kVA from the Community Solar Project. If this provision is violated, the Public Utility may terminate this Interconnection Agreement or lock the Interconnection Customer Disconnect Switch in the open position until such time as: (a) the Public Utility has studied the impact of additional generation on the Distribution System (at Interconnection Customer's cost and



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pursuant to a new study agreement between the Public Utility and Interconnection Customer) and the interconnection has been upgraded (at Interconnection Customer's cost and pursuant to a new or amended Facilities Construction Agreement and a new or amended Interconnection Agreement if deemed necessary by the Public Utility) in any manner necessary to accommodate the additional generation; or (b) the Interconnection Customer has modified the Community Solar Project or Interconnection Customer's Interconnection Facilities in such manner as to insure to the Public Utility's satisfaction that the Community Solar Project will no longer cause electric power to flow onto the Public Utility's Distribution System at a level in excess of kVA.

Harmonic Distortion or Voltage Flicker. Notwithstanding the Study Results, upon notice from the Public Utility that operation of the Community Solar Project is producing unacceptable harmonic distortions or voltage flicker on the Public Utility's Distribution System, Interconnection Customer shall at its sole cost remedy such harmonic distortions or voltage flicker within a reasonable time.

Reactive Power. Interconnection Customer shall at all times control the flow of reactive power between the Community Solar Project and the Public Utility's Distribution System within limits established by the Public Utility. The Public Utility shall not be obligated to pay Interconnection Customer for any Kvar or Kvar Hours flowing into the Public Utility's Distribution System.

Islanding. If at any time during the term of this Interconnection Agreement the interconnection of the Community Solar Project to the Public Utility's Distribution System results in a risk of electrical islanding, or actual occurrences of electrical islanding, which the Public Utility reasonably concludes are incompatible with Good Utility Practice, the Parties shall (as necessary) study the issue and implement a solution that will eliminate or mitigate the risk of electrical islanding to a level deemed acceptable by the Public Utility. All costs associated with addressing any electrical islanding problems as required by this paragraph shall be paid by the Interconnection Customer, including without limitation any study costs, engineering costs, design costs, or costs to procure, install, operate and/or maintain required interconnection facilities or protective devices.

Voltage Regulation. The Interconnection Customer agrees to operate at a $\pm 95\%$ leading or lagging power factor. Prior to installation, Interconnection Customer shall provide the Public Utility with written notice of the device and/or operational constraints selected to satisfy this requirement and shall obtain the Public Utility's written approval of such device and/or operational constraints, which approval shall not be unreasonably withheld. In the event Interconnection Customer fails to operate the Community Solar Project within the voltage regulation constraints of this requirement, the Public Utility may disconnect the Community Solar Project.

Modification of Nominal Operating Voltage Level. By providing Interconnection Customer with a one hundred and eighty (180) day notice, the Public Utility may at its sole discretion change the Public Utility's nominal operating voltage level at the Point of Interconnection. In the event of such change in voltage level Interconnection Customer shall, at Interconnection Customer's sole expense, modify Interconnection Customer's Interconnection Facilities as necessary to accommodate the modified nominal operating voltage level. Interconnection Customer has been informed that initial use of a dual voltage Interconnection Customer may ameliorate the cost of accommodating a change in nominal operating voltage level.



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Equipment Failure. Interconnection Customer acknowledges that it is responsible for repair or replacement of Interconnection Customer's primary transformer and for any and all other components of the Community Solar Project and the Interconnection Customer's Interconnection Facilities. Interconnection Customer is aware that its inability to timely repair or replace its transformer or any other component of the Community Solar Project or Interconnection Customer's Interconnection Facility could result in Interconnection Customer's inability to comply with its responsibilities under this Interconnection Agreement and could lead to disconnection of the Community Solar Project from the Public Utility's Distribution System and/or termination of this Interconnection Agreement pursuant to the terms of this Interconnection Agreement. Interconnection Customer acknowledges that the risk of this result is born solely by Interconnection Customer and may be substantially ameliorated by Interconnection Customer's elective maintenance of adequate reserve or spare components including but not limited to the Interconnection Customer's primary transformer.

Operation and Maintenance of Facilities Not Owned by the Public Utility. Interconnection Customer shall maintain, test, repair, keep accounts current on, or provide for the proper operation of any and all interconnection facilities, including but not limited to telemetry and communication equipment, not owned by the Public Utility.

Metering and Telemetry Communications Equipment. Notwithstanding any language of the CSP Interconnection Procedures, Public Utility shall not require Interconnection Customer to install a redundant or back-up meter or other telemetry communications equipment. However, Public Utility reserves the right to request that the Oregon Public Utility Commission authorize Public Utility to require Interconnection Customer to be responsible for all reasonable costs associated with redundant metering and communications equipment installed at the Community Solar Project, upon a determination by Public Utility that such equipment is necessary to maintain compliance with the mandatory reliability standards enforced by the North American Electric Reliability Corporation and the Western Electricity Coordinating Council.

Property Requirements. Interconnection Customer is required to obtain for the benefit of Public Utility at Interconnection Customer's sole cost and expense all real property rights, including but not limited to fee ownership, easements and/or rights of way, as applicable, for Public Utility owned Facilities using Public Utility's standard forms. Public Utility shall not be obligated to accept any such real property right that does not, at Public Utility's sole discretion, confer sufficient rights to access, operate, construct, modify, maintain, place and remove Public Utility owned facilities or is otherwise not conveyed using Public Utility's standard forms. Further, all real property on which Public Utility's Facilities are to be located must be environmentally, physically and operationally acceptable to the Public Utility at its sole discretion. Interconnection Customer is responsible for obtaining all permits required by all relevant jurisdictions for the project, including but not limited to, conditional use permits and construction permits; provided however, Public Utility shall obtain, at Interconnection Customer's cost and schedule risk, the permits necessary to construct Public Utility's Facilities that are to be located on real property currently owned or held in fee or right by Public Utility. Except as expressly waived in writing by an authorized officer of Public Utility, all of the foregoing permits and real property rights (conferring rights on real property that is environmentally, physically and operationally acceptable to Public Utility) shall be acquired as provided herein as a condition to Public Utility's contractual obligation to construct or take possession of facilities to be owned by the Public Utility under this Agreement. Public Utility shall have no liability for any project delays or cost overruns caused by delays in acquiring any of the foregoing permits and/or real property



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rights, whether such delay results from the failure to obtain such permits or rights or the failure of such permits or rights to meet the requirements set forth herein. Further, any completion dates, if any, set forth herein with regard to Public Utility's obligations shall be equitably extended based on the length and impact of any such delays.

Relay and Control Settings. Interconnection Customer must allow the Public Utility to hold all Level 2 relay passwords for any control and/or protective device within their control at the Point of Interconnection and/or Community Solar Project which directly impacts the Public Utility's electrical system. Level 2 passwords are those which allow actual modifications to control and/or relay settings. This will ensure the Public Utility is aware of and approves any changes being made by the Interconnection Customer. Furthermore; this will ensure there are no negative impacts to the Public Utility's Electrical System or other existing customers. Should the Interconnection Customer require modification to the settings associated with control/protective devices connected to the Electrical System the Interconnection Customer will contact the Public Utility and provide in writing the justification and/or need for the proposed modification(s). This will allow the Public Utility time to analyze and ensure there are no negative impacts to the associated connected systems and customers. Any modifications of control and/or relay settings without review and acknowledgement of acceptance by Public Utility will be considered a breach of Interconnect Agreement and will lead to disconnection from the Public Utility's system.



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Attachment 5

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

Distribution Upgrades: (Insert descriptive statement). Estimated cost is \$ _____.

System Upgrades: The following locations will require the System Upgrades described below:

- (Insert descriptive statement)

Contingent Facilities. As identified in the System Impact Study for this project dated {DATE} the following upgrades are required to be in-service prior to this project:

{LIST ALL CONTINGENT FACILITIES AND ASSOCIATED QUEUE NUMBER}

If the schedule for completion of these upgrades changes or the Interconnection Customer requires an in-service date prior to the completion of these upgrades, the Public Utility reserves the right to restudy this project to determine any additional requirements to assign to this project necessary to facilitate interconnection of this project by the date required.



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Attachment 6

Scope of Work



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Attachment 7

**Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)
(attached)**