



**Portland General Electric**  
121 SW Salmon Street · Portland, Ore. 97204

February 18, 2020

Public Utility Commission of Oregon  
Attn: Filing Center  
201 High Street, S.E.  
P.O. Box 1088  
Salem, OR 97308-1088

**RE: Advice No. 20-04, Community Solar Program Interconnection and Power Purchase Schedule**

Portland General Electric Company (PGE) submits this filing pursuant to Oregon Revised Statutes 757.205 and 757.210, and Oregon Administrative Rules 860-022-0025, for filing proposed tariff sheets associated with Tariff P.U.C. No. 18, with a requested effective date of **March 11, 2020**:

Thirty Second Revision of Sheet No. 1-3  
Original Sheet No. 204-1  
Original Sheet No. 204-2  
Original Sheet No. 204-3  
Original Sheet No. 204-4  
Original Sheet No. 204-5  
Original Sheet No. 204-6  
Original Sheet No. 204-7

This filing establishes standards for interconnection of Community Solar Program (CSP) Projects to PGE's transmission and distribution system and contractual terms for the CSP Power Purchase Agreement.

To satisfy the requirements of Oregon Administrative Rules 860-022-0025(2), PGE provides the following responses:

OAR 860-022-0025 requires that PGE submit a statement of the tariff schedule change, the number of Customers affected, the change in revenue, and the grounds supporting the change. The number of participants for this optional service is unknown as it is not yet available. The revenue change is therefore unknown.

Due to the requested effective date and the less than 30-day notice, PGE is also submitting an application requesting a waiver of legal statutory notice, pursuant to ORS 757.220 and OAR 860-022-0020.

Exhibits A to F supporting this Advice Filing are attached and provide the following:

Exhibit A: Standard Interconnection Procedures for CSP Projects;  
Exhibit B: System Impact Study Agreement for CSP Projects;  
Exhibit C: Facilities Study Agreement for CSP Projects;  
Exhibit D: CSP Project Completion Form;  
Exhibit E: CSP Interconnection Agreement; and  
Exhibit F: CSP Purchase Agreement.

Please direct any questions regarding this filing to me at (503) 464-8954 or Stefan Cristea at (503) 464-8033.

Please direct all formal correspondence and requests to the following email address [pge.opuc.filings@pgn.com](mailto:pge.opuc.filings@pgn.com)

Sincerely,

/s/ Robert Macfarlane  
Manager, Pricing & Tariffs

Enclosures

PGE Advice No. 20-04  
Exhibits A - F

# LESS THAN STATUTORY NOTICE APPLICATION

This document may be electronically filed by sending it as an attachment to an electronic mail message addressed to the Commission's Filing Center at [puc.filingcenter@state.or.us](mailto:puc.filingcenter@state.or.us).

## BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

IN THE MATTER OF THE APPLICATION OF  Portland General Electric Company _____ (UTILITY COMPANY)  TO WAIVE STATUTORY NOTICE.	) ) ) ) )	UTILITY L.S.N. APPLICATION  NO. _____ (LEAVE BLANK)
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**NOTE:** ATTACH EXHIBIT IF SPACE IS INSUFFICIENT.

1. GENERAL DESCRIPTION OF THE PROPOSED SCHEDULE(S) ADDITION, DELETION, OR CHANGE. (SCHEDULE INCLUDES ALL RATES, TOLLS AND CHARGES FOR SERVICE AND ALL RULES AND REGULATIONS AFFECTING THE SAME)  
 This filing establishes standards for interconnection of Community Solar Program (CSP) Projects to PGE's transmission and distribution system and contractual terms for the CSP Power Purchase Agreement.

2. APPLICANT DESIRES TO CHANGE THE SCHEDULE(S) NOW ON FILE KNOWN AND DESIGNATED AS: (INSERT SCHEDULE REFERENCE BY NUMBER, PAGE, AND ITEM)  
 Thirty First Revision of Sheet No. 1-3

3. THE PROPOSED SCHEDULE(S) SHALL BE AS FOLLOWS: (INSERT SCHEDULE REFERENCE BY NUMBER, PAGE AND ITEM)  
 Thirty Second Revision of Sheet No. 1-3  
 Original Sheet No. 204-1  
 Original Sheet No. 204-2  
 Original Sheet No. 204-3  
 Original Sheet No. 204-4  
 Original Sheet No. 204-5  
 Original Sheet No. 204-6  
 Original Sheet No. 204-7

4. REASONS FOR REQUESTING A WAIVER OF STATUTORY NOTICE:  
 A Waiver of Statutory Notice is requested due to the requested effective date of March 11, 2020

5. REQUESTED EFFECTIVE DATE OF THE NEW SCHEDULE(S) OR CHANGE(S):    March 11, 2020

. AUTHORIZED SIGNATURE <b>/s/ Robert Macfarlane</b>	TITLE Manager, Pricing & Tariffs	DATE February 18, 2020
PUC USE ONLY		
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	EFFECTIVE DATE OF APPROVED SCHEDULE(S) OR CHANGE	
AUTHORIZED SIGNATURE	DATE	



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**SCHEDULE 204  
COMMUNITY SOLAR PROGRAM INTERCONNECTION  
AND POWER PURCHASE SCHEDULE**

**AVAILABLE**

Service under this schedule is available throughout the Company's Service Territory.

**DEFINITIONS**

**As-Available Rate** is the rate at which PGE will purchase a Project's Net Output that is Unsubscribed Energy as a Qualifying Facility pursuant to PURPA. The As-Available Rate is set forth in PGE's Schedule 201.

**Certified Projects** are CSP Projects that have been certified by the Oregon Public Utility Commission of Oregon under OAR 860-088-0050.

**Community Solar Program (CSP)** is the program established for the procurement of electricity from CSP Projects pursuant to ORS 757.386, the CSP Rules, and the Program Implementation Manual.

**Company** means Portland General Electric Company or PGE.

**CSP Interconnection Service** is the interconnection service offered by the Company to qualifying CSP Projects pursuant to this schedule.

**CSP Interconnection Application** is the application that a Project Manager must submit to the Company in order to request CSP Interconnection Service.

**CSP Project** means a solar photovoltaic energy facility used to generate electric energy on behalf of CSP Participants and for which Participants receive Renewable Energy Credits and credit on their electric bills as provided in the CSP rules, Program Implementation Manual, and this schedule.

**CSP Purchase Agreement** means the power purchase agreement between Company and Project Manager that establishes the terms and conditions of the Project Manager's sale and Company's purchase of Net Output from a Certified Project in accordance with this schedule and the CSP.

**CSP Rules** means the administrative rules governing the CSP set forth in OAR Chapter 860, Division 88.

**Losses** are the loss of electric energy occurring as a result of the transformation and transmission of electric energy from the Project to the Point of Delivery.

**SCHEDULE 204 (Continued)**

DEFINITIONS (Continued)

**Low-side Metering** means loss-compensated revenue metering located on the low voltage side of the CSP Project's generator step up transformer.

**Net Output** means all energy expressed in kWhs generated by the CSP Project, less station and other onsite use and less Losses, delivered to the Company in accordance with the conditions of this schedule and the CSP Purchase Agreement. Net Output does not include any environmental attributes. Net Output is comprised of both Subscribed Energy and Unsubscribed Energy.

**Participant** means a customer of the Company that is either a subscriber or owner of a CSP Project as those terms are defined in ORS 757.386(1), OAR 860-088-0010 and the Program Implementation Manual.

**Pre-certified Project** is a Project that is pre-certified by the Oregon Public Utility Commission (Commission) under the CSP and in accordance with OAR 860-088-0040 and the Program Implementation Manual.

**Program Administrator** means the third-party entity directed by the Commission to administer the CSP.

**Program Fees** are fees that the Company collects on each Participant's utility bill to fund the administration of the CSP in accordance with OAR 860-088-0160(2) and the Program Implementation Manual. Program Fees include a Program Administrator Fee and a Utility Administration Fee. Program Fees, expressed in terms of \$/kW/month, are subject to Commission approval and adjusted annually.

**Program Implementation Manual** means the set of guidelines and requirements for implementing the CSP adopted by the Commission in Order No. 19-438 and which may be changed by the Commission from time to time in future orders.

**Project Manager** is the entity having responsibility for managing the operation of a CSP Project, as defined in ORS 757.386(1)(d).

**PURPA** means the Public Utility Regulatory Policies Act of 1978.

**Point of Delivery** means the high side of the CSP Project's step-up transformer(s) located at the point of interconnection between the CSP Project and the Company's distribution/transmission system.



**SCHEDULE 204 (Continued)**

DEFINITIONS (Continued)

**Qualifying Facility** is a solar photovoltaic facility that meets the PURPA criteria for qualification set forth in Subpart B of Part 292, Subchapter K, Chapter I, Title 18, of the Code of Federal Regulations.

**Schedule** means this Community Solar Program Interconnection and Power Purchase Schedule, including all exhibits attached hereto or incorporated by reference.

**Service Territory** means the geographic area within which the Company provides electricity to retail customers, as defined in OAR 806-088-0010(13).

**Station Use** is electric energy used to operate the CSP Project that is auxiliary to or directly related to the generation of electricity and which, but for the generation of electricity, would not be consumed by the CSP Project.

**Subscribed Energy** means the portion of the Net Output from a CSP Project delivered to the Point of Delivery for which the Project Manager of the CSP Project has subscribed to Participants and for which the Company must therefore credit the Participants' electric bills as provided in this schedule, the CSP, and the CSP Purchase Agreement.

**Supplementary Power** is electric energy or capacity supplied by the Company that is regularly used by the CSP Project in addition to the Station Use that the CSP Project supplies itself.

**Term** means the length of the CSP Purchase Agreement.

**Unsubscribed Energy** means the portion of the Net Output from a CSP Project delivered to the Point of Delivery for which the Project Manager has not subscribed to Participants and for which the Company must therefore purchase from the Project Manager at the As-Available Rate as provided in this schedule and the CSP Purchase Agreement.

**SCHEDULE 204 (Continued)**

**PART 1: CSP INTERCONNECTION**

**A. Applicable**

To a CSP Project that:

1. Is located within the Company's Service Territory;
2. Meets the eligibility requirements of the Community Solar Program Rules and the Program Implementation Manual;
3. Together with all other interconnected and requested generation in the local area, is less than 100 percent of minimum daytime load (MDL), as determined by the Company. If a measure of MDL is not available for the feeder, Company will use 30 percent of summer peak load; and
4. Submits a valid CSP Interconnection Application through the Company's interconnection application online system.

**B. CSP Interconnection Process**

1. Requesting CSP Interconnection. To request CSP Interconnection, an applicant must submit online through PGE's PowerClerk platform (<https://pgeqf.powerclerk.com>) a valid CSP Interconnection Application. The Company will process the CSP Interconnection Application in accordance with the CSP Interconnection Procedures provided as Exhibit A to this schedule.
2. CSP Interconnection Study Process. The Company will study CSP Interconnection requests in accordance with its CSP Interconnection Procedures and using an Energy Resource Interconnection Service study process, as defined in the Company's Open Access Transmission Tariff. However, the Company will also perform a non-binding, informational analysis of the requirements associated with interconnecting the CSP project using its Network Resource Interconnection Service study process, as defined in the Company's Open Access Transmission Tariff. This non-binding Network Resource Interconnection Service analysis will be provided in the same system impact study report as the CSP Interconnection analysis, along with good-faith estimates of both costs and timing of any system upgrades necessary for both types of service.
3. CSP Interconnection Queue. The Company will process CSP Interconnection Applications for prospective CSP Projects in a CSP Interconnection queue, separate from the traditional serial queue. The Company will process all CSP Interconnection Applications in the order received. Requests for CSP Interconnection will be assigned CSP Interconnection queue positions in the order in which the request, and all associated requirements, are received.

**SCHEDULE 204 (Continued)**

SP Interconnection Process (Continued)

4. Low-side Metering. An applicant may request Low-side Metering for a CSP Project 360 kW and smaller.
5. Joint Study. If an applicant for CSP Interconnection has multiple CSP Projects eligible for interconnection, it can request that the Company study the CSP Projects jointly if the CSP Interconnection Applications are submitted in back to back queue order. Such projects shall equally share in the costs for CSP interconnection study purposes in accordance with the process described in the Interconnection Procedures for CSP Projects, attached as Exhibit A to this Schedule.

**C. CSP Interconnection Exhibits**

1. The Interconnection Procedures for CSP Projects are set forth in Exhibit A to this Schedule.
2. The System Impact Study Agreement for CSP Projects is set forth in Exhibit B to this Schedule.
3. The Facilities Study Agreement for CSP Projects is set forth in Exhibit C to this Schedule.
4. The CSP Project Completion Form is set forth in Exhibit D to this Schedule.
5. The CSP Project Interconnection Agreement is set forth in Exhibit E to this Schedule.

**PART 2: CSP PURCHASE AGREEMENT**

**A. Applicable**

To CSP Projects that:

1. Are located within the Company's Service Territory;
2. Are certified or exempt from certification as a Qualifying Facility;
3. Are pre-certified or Certified as a CSP Project by the Commission under Oregon Administrative Rule (OAR) 860-088-0050; and
4. Have not already sold, leased assigned, contracted for (including pursuant to the execution of a power purchase agreement under PURPA) or otherwise disposed of the Net Output of the CSP Project, except for the sale of subscriptions for Subscribed Energy to Participants consistent with the CSP.

**SCHEDULE 204 (Continued)**

**B. Contracting Process**

Upon request by a CSP Manager, the Company will enter into a CSP Purchase Agreement for the procurement and purchase of Net Output from the Project under and with the following conditions:

1. To obtain a draft CSP Purchase Agreement, the Project Manager must notify the Company of its intent to enter into a CSP Purchase Agreement and provide the Company, in writing, with the general Project information listed below:
  - (a) confirmation of Qualifying Facility status (e.g., filed FERC Form 556 certification);
  - (b) design capacity (MW), Station Use requirements, and Net Output of power to be delivered to the Company's electric system;
  - (c) solar generation technology and other related technology;
  - (d) site location;
  - (e) anticipated schedule of monthly power deliveries;
  - (f) calculation or determination of minimum and maximum annual deliveries;
  - (g) proposed on-line date;
  - (h) status of interconnection arrangements; and
  - (i) Point of delivery.
2. Upon receipt of complete CSP Project information, the Company will provide a draft CSP Purchase Agreement to the Project Manager for review.
3. When both Company and Project Manager are in full agreement as to all terms and conditions of the draft CSP Purchase Agreement, the Company will prepare and forward to the Project Manager within fifteen (15) business days, a final executable version of the agreement. Following the Project Manager and Company's execution, a completely executed copy of the CSP Purchase Agreement will be returned to the Project Manager.

**SCHEDULE 204 (Concluded)**

**C. CSP Administration**

1. Energy Delivery: Once a Certified Project has commenced commercial operation, not later than the second day of each month, the Company shall report to the Program Administrator the amount of Net Output received from the Certified Project at the Point of Delivery for the preceding month.
2. Compensation: As provided in the Program Implementation Manual and the CSP Purchase Agreement, the Company shall provide compensation monthly for each kWh of Net Output accepted at the Point of Delivery as follows:
  - a. Subscribed Energy: For all Subscribed Energy delivered by the CSP Project to the Company at the Point of Delivery, the Company will apply a bill credit to each Participant's utility bill in accordance with the process and calculations set forth in ORS 757.386(6), OAR 860-088-0170, the Program Implementation Manual, and the CSP Purchase Agreement.
  - b. Unsubscribed Energy: The Company will pay the Program Administrator on a monthly basis for each kWh of Unsubscribed Energy in the manner described in OAR 860-088-0140, the Program Implementation Manual, and the CSP Purchase Agreement.
3. Program Fees: The Company will apply Program Fees to each Participant's monthly utility bill in the manner described in ORS 757.386, OAR 860-088-0120, the Program Implementation Manual, and PGE's CSP Operational Tariff.
4. Term: The Term of the CSP Purchase Agreement is up to twenty (20) years, in accordance with ORS 757.386(2)(a)(D) and OAR 860-088-0140(1)(a).

**D. CSP Purchase Agreement**

The form of the CSP Purchase Agreement is provided as Exhibit F of this Schedule.

# **STANDARDS FOR INTERCONNECTION OF COMMUNITY SOLAR PROGRAM PROJECTS**

## **1. Scope and Applicability**

Pursuant to ORS 757.386, the Community Solar Program (CSP) Rules, the Program Implementation Manual, Commission Order No. 19-392, this document (“CSP Interconnection Standards” or “Standards”) describes the process and requirements for CSP interconnection service as set forth in the Schedule.

(1) These Standards govern the interconnection of a CSP Project with a nameplate capacity of 3 megawatts AC or less to PGE’s transmission or distribution system. The Standards do not apply if the interconnection between the CSP Project and PGE is subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC).

(2) These Standards do not apply to the interconnection of a net metering facility, which is governed by OAR chapter 860, division 039 or a small generator facility, which is governed by OAR chapter 860, division 082.

(3) In the event there is a conflict between the terms of the Schedule and these Standards, the terms of the Schedule shall apply and prevail.

## **2. Waiver**

(1) Upon request or its own motion, the Commission may waive any portion of these Standards for good cause shown. A request for waiver must be made in writing, unless otherwise allowed by the Commission.

(2) PGE and an applicant or interconnection customer may agree to reasonable extensions to the required timelines in the Schedule or these Standards without requesting a waiver from the Commission.

(a) If PGE and an applicant or CSP Interconnection Service customer are unable to agree to waive a timeline, then PGE, applicant, or CSP Interconnection Service customer may request that the Commission grant a waiver.

(b) In deciding whether to grant a waiver of a timeline, the Commission will consider the number of pending applications for interconnection review and the type of applications, including review level, facility type, and facility size.

(c) Waiver of a timeline, whether by agreement or Commission order, does not affect an application’s queue position.

## **3. Definitions**

- (1) “Adverse system impact” means a negative effect caused by the interconnection of a CSP Project that may compromise the safety or reliability of a transmission or distribution system.
- (2) “Affected system” means a transmission or distribution system, not owned or operated by the interconnecting public utility, which may experience an adverse system impact from the interconnection of a CSP Project.
- (3) “Aggregated nameplate capacity” means the total combined nameplate capacity of:
  - (a) A proposed CSP Project;
  - (b) Existing CSP Projects, small generator facilities, net metering facilities, FERC jurisdictional generators, and state jurisdictional generators with a nameplate capacity greater than 10 megawatts; and
  - (c) CSP Projects, small generator facilities, net metering facilities, FERC jurisdictional generators, and state jurisdictional generators with a nameplate capacity greater than 10 megawatts that have pending completed applications with higher queue positions than the proposed CSP Project.
- (4) “Applicant” means a person or business who has submitted an application to interconnect a CSP Project to a public utility’s transmission or distribution system.
- (5) “Application” means a written request to interconnect a CSP Project with a public utility’s transmission or distribution system.
- (6) “Area network” means a type of distribution system served by multiple transformers interconnected in an electrical network circuit in order to provide high reliability of service. This term has the same meaning as the term “secondary grid network” as defined in IEEE 1547, section 4.1.4.
- (7) “Certificate of completion” means a certificate signed by an applicant and an interconnecting public utility attesting that a CSP Project is complete, meets the applicable requirements of the Schedule, and has been inspected, tested, and certified as physically ready for operation. A certificate of completion includes the “as built” specifications and initial settings for the CSP Project and its associated interconnection equipment.
- (8) “CSP Project” has the meaning as set forth in the Schedule. A CSP Project does not include interconnection equipment, interconnection facilities, or system upgrades.
- (9) “CSP queue” means the separate queue from the standard small generator queue set forth in 4.1.c below, which a CSP Project may qualify for if it meets certain criteria.
- (10) “Distribution system” means the portion of an electric system that delivers electricity from transformation points on the transmission system to points of connection on a customer’s premises.

(11) “Fault current” means an electrical current that flows through a circuit during a fault condition. A fault condition occurs when one or more electrical conductors contact ground or each other. Types of faults include phase to ground, double-phase to ground, three-phase to ground, phase to phase, and three-phase.

(12) “Field-tested equipment” means interconnection equipment that is identical to equipment that was approved by the interconnecting public utility for a different CSP Project or small generator facility interconnection under Tier 4 review and successfully completed a witness test within three years before the date of the submission of the current application.

(13) “IEEE 1547” means the standards published by the Institute of Electrical and Electronics Engineers (IEEE) Standard 1547, titled “Interconnecting Distributed Resources with Electric Power Systems” and approved by the IEEE SA Standards Board and adopted by the PGE.

(14) “IEEE 1547.1” means the standards published by the IEEE Standard 1547.1, titled “Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems” and approved by the IEEE SA Standards Board and adopted by PGE.

(15) “Interconnection agreement” means a contract between an applicant or interconnection customer and an interconnecting public utility that governs the interconnection of a CSP Project to the public utility’s transmission or distribution system and the ongoing operation of the CSP Project after it is interconnected.

(16) “Interconnection customer” means a person with one or more CSP Projects interconnected to a public utility’s transmission or distribution system.

(17) “Interconnection equipment” means a group of components or an integrated system provided by an interconnection customer or applicant to connect a CSP Project to a public utility’s transmission or distribution system.

(18) “Interconnection facilities” means the facilities and equipment required by a public utility to accommodate the interconnection of a CSP Project to the public utility’s transmission or distribution system and used exclusively for that interconnection. Interconnection facilities do not include system upgrades.

(19) “CSP interconnection service” means the interconnection service provided by an interconnecting public utility to an interconnection customer hereunder.

(20) “Lab-tested equipment” means interconnection equipment that has been designed to comply with IEEE 1547, tested in accordance with IEEE 1547.1, and certified and labeled as compliant with these IEEE standards at the point of manufacture by a nationally recognized testing lab. For interconnection equipment to be considered lab-tested equipment under these rules, the equipment must be used in a manner consistent with the certification.



(21) “Line section” means that portion of a public utility’s transmission or distribution system that is connected to an interconnection customer and bounded by automatic sectionalizing devices or the end of a distribution line.

(22) “Losses” are the loss of electric energy occurring as a result of the transformation and transmission of electric energy from the CSP Project to the Point of Interconnection.

(23) “Low-side Metering” means loss-compensated revenue metering located on the low voltage side of the CSP Project’s step-up transformer.

(24) “Minor equipment modification” means a change to a CSP Project or its associated interconnection equipment that:

(a) Does not affect the application of the approval requirements in Tiers 2;

(b) Does not, in PGE’s reasonable opinion, have a material impact on the safety or reliability of PGE’s transmission or distribution system or an affected system; and

(c) Does not affect the nameplate capacity of a CSP Project.

(25) “Nameplate capacity” means the full-load electrical quantities assigned by a CSP Project’s designer to the generator and its prime mover or other piece of electrical equipment, such as transformers and circuit breakers, under standardized conditions, as expressed in amperes, kilovoltamperes, kilowatts, volts, megawatts, or other appropriate units. Nameplate capacity is usually indicated on a nameplate attached to the individual device.

(26) “Nationally recognized testing laboratory” or “NRTL” means a qualified private organization that performs independent safety testing and product certification. Each NRTL must meet the requirements set forth by the United States Occupational Safety and Health Administration.

(27) “Net metering facility” has the meaning set forth in ORS 757.300(1)(d).

(28) “Pending completed application” means an application for interconnection of a CSP Project, a small generator facility, a net metering facility, or a FERC jurisdictional generator that PGE has deemed complete.

(29) “Person” has the meaning set forth in OAR 860-011-0035(8).

(30) “Point of interconnection” means the point on the high side of the CSP Project’s step-up transformer(s) where a CSP Project is electrically connected to PGE’s transmission or distribution system. This term has the same meaning as “point of common coupling” as defined in IEEE 1547, section 3.1.13. This term does not have the same meaning as “point of common coupling” as defined in OAR 860-039-0005(3)(p).

(31) “Pre-certified Project” is a CSP Project that is pre-certified by the Oregon Public Utility Commission under the Community Solar Program and in accordance with OAR 860-088-0040 and the Program Implementation Manual.

(32) “Primary line” means a distribution line with an operating voltage greater than 600 volts.

(33) “Public utility” has the meaning set forth in ORS 757.005 and is limited to a public utility that provides electric service.

(34) “Queue position” means the rank of a pending completed application, relative to all other pending completed applications, that is established based on the date and time that PGE receives the completed applications, including application fees. The CSP queue and standard small generator queue will have separate queue positions.

(35) “Schedule” means PGE’s Community Solar Program Interconnection and Power Purchase Schedule, including these Standards, and including all exhibits attached thereto or incorporated by reference.

(36) “Scoping meeting” means an initial meeting between representatives of an applicant and PGE that is conducted to discuss alternative interconnection options; to exchange information, including any relevant transmission or distribution system data and earlier studies that would reasonably be expected to affect the interconnection options; to analyze such information; and to determine the potentially feasible points of interconnection.

(37) “Secondary line” means a service line with an operating voltage of 600 volts or less.

(38) “Spot network” means a type of transmission or distribution system that uses two or more intertied transformers protected by network protectors to supply an electrical network circuit. A spot network may be used to supply power to a single customer or a small group of customers.

(39) “System upgrade” means an addition or modification to a public utility’s transmission or distribution system or to an affected system that is required to accommodate the interconnection of a CSP Project.

(40) “Transmission line” means any electric line operating at or above 50,000 volts.

(41) “Transmission system” means a public utility’s high voltage facilities and equipment used to transport bulk power or to provide transmission service under the public utility’s open access transmission tariff.

(42) “Witness test” means the on-site visual verification of the interconnection installation and commissioning as required in IEEE 1547, sections 5.3 and 5.4. For interconnection equipment that does not meet the definition of lab-tested equipment, the witness test may, at the discretion of the public utility, also include a system design and production evaluation according to IEEE 1547, sections 5.1 and 5.2, as applicable to the specific interconnection equipment used.

(43) “Written notice” means a notice required by these Standards sent via First Class United States mail. The duty to provide written notice is deemed fulfilled on the day that the notice is deposited in the mail. A public utility and an applicant or interconnection customer may agree in writing to accept written notice via electronic mail. If using electronic mail by agreement, then the duty to provide written notice is deemed fulfilled on the day the notice is sent. A public utility and an applicant or interconnection customer are responsible for informing one another of changes to the physical or electronic address used to receive notifications.

### **3. Pre-Application Process**

(1) PGE will post on its website relevant information about the CSP interconnection service process. Potential CSP Projects may obtain pre-application information regarding PGE’s transmission or distribution system, and affected systems through informal requests concerning a proposed CSP Project at a specific site. The information provided by PGE in response to a potential applicant’s request may include relevant existing studies and other materials that may be used to understand the feasibility of interconnecting a CSP Project at a particular point on the public utility’s transmission or distribution system. CSP Projects that have been certified by the Third-Party Program Administrator (PA) as non-profit or governmental-based projects may make up to five pre-application information requests at no cost. Program Managers must provide written evidence from the PA of their non-profit or governmental based status prior to making such information requests. PGE will comply with reasonable requests for access to or copies of such information, except to the extent that providing such materials would violate security requirements, confidentiality obligations to third parties, or be contrary to federal or state regulations. PGE may require a person to sign a confidentiality agreement if required to protect confidential or proprietary information. For potential CSP Projects requiring Tier 4 interconnection review, and at the potential applicant’s request, PGE will meet with the potential applicant to exchange information. A PGE employee with relevant technical expertise will attend any such meeting.

(2) Each pre-application information request requires payment of a \$300 fee.

### **4. Applications to Interconnect a CSP Project**

(1) A person may not interconnect a CSP Project to PGE’s transmission or distribution system without authorization from PGE.

(a) A person proposing to interconnect a new CSP Project to PGE’s transmission or distribution system must submit an application to PGE.

(b) A person proposing more than one community solar facility to be interconnected to the same distribution feeder may request that PGE jointly study the requests if the interconnection applications are submitted in back to back queue order.

(c) An applicant with a pending completed application to interconnect a CSP Project must submit a new application if the applicant proposes to make any change to the CSP Project other than a

minor equipment modification. This includes changes affecting the nameplate capacity of the proposed CSP Project.

(d) In order to qualify for the CSP queue an applicant with a pending completed application to interconnect a CSP Project together with all other interconnected generators and higher queued generators requesting interconnection on the same feeder and substation transformer must be less than 100 percent of the daytime minimum load (DML). If a measure of DML is not available for the feeder and substation transformer associated with the point of interconnection, PGE will use 30 percent of the summer peak load on the feeder and or substation transformer. The following also apply:

(A) The applicant relinquishes the standard small generator queue position assigned to the pending completed application, and PGE assigns a new CSP queue position based on the date and time PGE receives the new application.

(B) If the new interconnection application is submitted within 30 business days of the date of submission of the original application, then PGE must apply the original application fee to the application fee required for the new CSP queue application.

(e) A person with a pending completed application to interconnect a net metering facility or a FERC jurisdictional generator who proposes to change the facility to a CSP Project must submit a new application under the Schedule and these Standards, and the following apply:

(A) The applicant relinquishes the queue position assigned to the pending completed application, and PGE assigns a new queue position based on the date and time that PGE receives the community solar interconnection application.

(B) If the interconnection application is received within 30 business days of the date of submission of the original net metering or FERC jurisdictional generator interconnection application, then PGE must apply the original application fee to the application fee required for the new application.

(2) All applications must be made using the appropriate application form and must follow the standard form applications developed by PGE and approved by the Commission. PGE will provide separate application forms for review under Tier 2 and Tier 4. PGE will provide a copy of an application form to any person upon request and must post copies of the application forms on PGE's website.

(b) Applicants must use the form for review under Tiers 2, or 4 for interconnection of all CSP Projects.

(3) PGE may require payment of a nonrefundable application processing fee. The amount of the fee depends upon the review tier requested in the application and is intended to cover the reasonable costs of processing and evaluating the application.

(a) The application fee may not exceed \$500 for Tier 2 review, and \$1000 for review under Tier 4.

(b) An applicant must pay the reasonable costs incurred by PGE to perform any studies and engineering evaluations permitted by the Schedule and these Standards, and necessary to evaluate the proposed application to interconnect. Before PGE may assess any costs in excess of the application fee, PGE must receive written authorization from the applicant. If the applicant does not authorize the additional costs, then the application is deemed withdrawn and the original application fee is forfeited.

(c) If an application is denied at Tier 2, and the applicant resubmits the application at a Tier 4 within 15 business days after the date the applicant received notification of the denial, then the applicant maintains the queue position assigned to the original application and PGE must apply the original application fee and any other fees paid in conjunction with the original application to the fees applicable to the resubmitted application.

(4) If an applicant proposes to interconnect multiple CSP Projects to PGE's transmission or distribution system at a single point of interconnection, then PGE must evaluate the applications based on the combined total nameplate capacity for all of the CSP Projects. If the combined total nameplate capacity exceeds 3 megawatts, then the Schedule and these Standards do not apply.

(5) An applicant must provide documentation of site control with an interconnection application. Site control may be demonstrated through ownership of the site, a leasehold interest in the site, or an option or other right to develop the site for the purpose of constructing the CSP Project. Site control may be documented by a property tax bill, deed, lease agreement, or other legally binding contract.

(6) PGE may propose to interconnect multiple CSP Projects at a single point of interconnection to minimize costs, and an affected applicant or interconnection customer may not unreasonably refuse such a proposal. An applicant or interconnection customer will, however, maintain a separate point of interconnection.

(7) Application review process.

(a) Within 10 business days of receipt of an application to interconnect a CSP Project, PGE must provide written notice to the applicant stating whether the application is complete.

(A) If the application is incomplete, then PGE must provide the applicant with a detailed list of the information needed to complete the application. An application is deemed complete when PGE receives the listed information. The applicant must provide the listed information within 10 business days of receipt of the list or the application is deemed withdrawn.

(B) If PGE does not have a record of receipt of an application or cannot locate an application, then the applicant must provide an additional copy of the application to PGE. If the applicant can demonstrate that a complete application was originally delivered to PGE at a particular time on a

particular date, then PGE must assign a queue position to the application based on the original time and date of delivery.

(b) Once PGE deems an application to be complete, PGE must assign the application a queue position. If the application meets the eligibility requirements for the CSP queue, it will be assigned to the CSP queue, otherwise, it will be assigned to the standard small generator queue. An applicant must meet all applicable deadlines in the Schedule and these Standards to maintain its queue position unless the deadlines have been waived by agreement with PGE or by Commission order.

(c) If PGE determines during the evaluation process that supplemental or clarifying information is required, then PGE must request the information from the applicant. The time necessary to complete the evaluation of the application may be extended by the time required for the receipt of the additional information. Requests for information do not affect the applicant's queue position.

(d) PGE must use IEEE 1547 and IEEE 1547.1 to evaluate interconnection applications unless otherwise specified in these Standards or unless the Commission grants a waiver to use different or additional standards.

(e) PGE must provide an executable interconnection agreement no later than five business days after the date of approval of an interconnection application. The interconnection agreement must follow the standard form agreement developed by PGE and approved by the Commission. The applicant must return an executed interconnection agreement to PGE within 15 business days of receipt or the application is deemed withdrawn.

(A) An applicant and PGE is entitled to the terms in the standard form agreement, but may choose to mutually negotiate and agree to different terms.

(B) If negotiated changes to a standard interconnection agreement are materially inconsistent with the Schedule and these Standards, then the applicant and PGE must seek Commission approval of the negotiated interconnection agreement.

(f) The applicant must provide PGE written notice at least 20 business days before the planned commissioning for the CSP Project.

(A) PGE has the option of conducting a witness test at a mutually agreeable time within 10 business days of the scheduled commissioning.

(B) PGE must provide written notice to the applicant indicating whether the public utility plans to conduct a witness test or will waive the witness test.

(C) If PGE notifies the applicant that it plans to conduct a witness test, but fails to conduct the witness test within 10 business days of the scheduled commissioning date or within a time otherwise agreed upon by the applicant and PGE, then the witness test is deemed waived.

(D) If the witness test is conducted and is not acceptable to PGE, then PGE must provide written notice to the applicant describing the deficiencies within five business days of conducting the witness test. PGE must give the applicant 20 business days from the date of the applicant's receipt of the notice to resolve the deficiencies. If the applicant fails to resolve the deficiencies to the reasonable satisfaction of PGE within 20 business days, then the application is deemed withdrawn.

(g) PGE must meet all applicable deadlines in the Schedule and these Standards unless the deadlines have been waived by agreement with an applicant or interconnection customer or by Commission order. If PGE cannot meet an applicable deadline, then PGE must provide written notice to the applicant or interconnection customer explaining the reasons for the failure to meet the deadline and an estimated alternative deadline. PGE's failure to meet an applicable deadline does not affect an applicant's queue position.

## **5. Construction, Operation, Maintenance, and Testing of CSP Projects**

(1) An interconnection customer or applicant must construct, operate, and maintain a CSP Project and its associated interconnection equipment in compliance with IEEE 1547 and 1547.1.

(2) The applicant must provide written notice to PGE 10 business days before beginning operation of an approved CSP Project.

(3) Before beginning operation of a CSP Project, an interconnection customer or applicant must receive approval of the facility under the Schedule and these Standards, must have received certification under the Community Solar Program and must execute an interconnection agreement with PGE. Applicants or interconnection customers are entitled to a maximum 20-year term for an interconnection agreement.

(4) A CSP Project must be capable of being isolated from PGE's transmission or distribution system. An interconnection customer may not disable an isolation device without the prior written consent PGE.

(a) For CSP Projects interconnecting to a primary line, the interconnection customer or applicant must use a lockable, visible-break isolation device readily accessible to PGE.

(b) For CSP Projects interconnecting to a secondary line, the interconnection customer or applicant must use a lockable, visible-break isolation device that is readily accessible to PGE.

(A) The interconnection customer or applicant may elect to provide PGE access to an isolation device that is contained in a building or area that may be unoccupied and locked or not otherwise readily accessible to PGE. The interconnection customer or applicant must provide a lockbox capable of accepting a lock provided by PGE that provides ready access to the isolation device. The interconnection customer or customer must install the lockbox in a location that is readily accessible by PGE and must affix a placard in a location acceptable to PGE that provides clear instructions to utility personnel on how to access the isolation device.

(c) All isolation devices must be installed, owned, and maintained by the interconnection customer or applicant; must be capable of interrupting the full load of the CSP Project; and must be located between the CSP Project and the point of interconnection.

(5) PGE must have access to an interconnection customer's or an applicant's premises for any reasonable purpose related to an interconnection application or an interconnected CSP Project. PGE must request access at reasonable hours and upon reasonable notice. In the event of an emergency or hazardous condition, PGE may access the interconnection customer's or applicant's premises at any time without prior notice, but PGE must provide written notice within five business days after entering the interconnection customer's or applicant's premises that describes the date of entry, the purpose of entry, and any actions performed on the premises.

(6) When a CSP Project undergoes maintenance or testing in compliance with these Standards, IEEE 1547, or IEEE 1547.1, the interconnection customer must retain written records for at least seven years documenting the maintenance and the results of testing. The interconnection customer must provide copies of these records to PGE upon request.

## **6. Cost Responsibility**

(1) Study costs. Whenever a study is required under these Standards, the applicant must pay PGE for the reasonable costs incurred in performing the study. PGE must base study costs on the scope of work determined and documented in the system impact study agreement, or the facilities study agreement, as applicable. The estimated engineering costs used in calculating study costs must not exceed \$100 per hour. PGE may adjust the \$100 hourly rate once in January of each year to account for inflation and deflation as measured by the Consumer Price Index. Before beginning a study, PGE may require an applicant to pay a deposit of up to 50 percent of the estimated costs to perform the study or \$1000, whichever is less.

(a) CSP Projects requesting to be studied jointly will have the study costs allocated equally amongst the participants.

(2) Interconnection facilities. For interconnection review under Tier 4, PGE must identify the interconnection facilities necessary to safely interconnect the CSP Project with PGE's transmission or distribution system. The applicant must pay the reasonable costs of the interconnection facilities. PGE constructs, owns, operates, and maintains the interconnection facilities.

(a) If joint studying of CSP Projects are undertaken, each CSP Project will have Interconnection Facilities directly assigned.

(3) Interconnection equipment. An applicant or interconnection customer must pay all expenses associated with constructing, owning, operating, maintaining, repairing, and replacing its interconnection equipment. Interconnection equipment is constructed, owned, operated, and maintained by the applicant or interconnection customer.



(4) System upgrades. PGE must design, procure, construct, install, and own any system upgrades to PGE's transmission or distribution system necessitated by the interconnection of a CSP Project. PGE must identify any adverse system impacts on an affected system caused by the interconnection of a CSP Project to PGE's transmission or distribution system. PGE must determine what actions or upgrades are required to mitigate these impacts. Such mitigation measures are considered system upgrades as defined in these rules. The applicant must pay the reasonable costs of any system upgrades.

(a) If joint studying of CSP Projects are undertaken, the CSP Projects will be allocated the costs for System Upgrades based the proportional capacity of each project. The final cost sharing will be detailed in the Attachments to the Community Solar Project interconnection agreement.

(b) If a CSP Project that has been jointly studied and allocated a share of system upgrade costs withdraws, PGE 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 in Section 6(4)(a).

(5) PGE may not begin work on interconnection facilities or system upgrades before an applicant receives PGE's good-faith, non-binding cost estimate and provides written notice to PGE that the applicant accepts the estimate and agrees to pay the costs. PGE may require an applicant to pay a deposit before beginning work on the interconnection facilities or system upgrades.

(a) If an applicant agrees to make progress payments on a schedule established by the applicant and PGE, then PGE may require the applicant to pay a deposit of up to 25 percent of the estimated costs or \$10,000, whichever is less. PGE and the applicant must agree on progress billing, final billing, and payment schedules before PGE begins work.

(b) If an applicant does not agree to make progress payments, then PGE may require the applicant to pay a deposit of up to 100 percent of the estimated costs. If the actual costs are lower than the estimated costs, then PGE must refund the unused portion of the deposit to the applicant within 20 business days after the actual costs are determined.

## **7. Insurance**

(1) PGE may require an applicant or an interconnection customer with a CSP Project to obtain prudent amounts of general liability insurance in order to interconnect to PGE's transmission or distribution system.

## **8. Tier 2 Interconnection Review**

(1) PGE must use the Tier 2 interconnection review procedures for an application to interconnect a CSP Project that meets the following requirements:

(a) The CSP Project must have a nameplate capacity of two megawatts or less;

(b) The CSP Project must be interconnected to either a radial distribution circuit or a spot network distribution circuit limited to serving one customer;

(c) The CSP Project must not be interconnected to a transmission line; and

(d) The CSP Project must use interconnection equipment that is either lab-tested equipment or field-tested equipment. For equipment to gain status as field-tested equipment, the applicant must provide all the documentation from the prior Tier 4 study, review, and approval, including any interconnection studies and the certificate of completion.

(2) Tier 2 Approval Criteria. PGE must approve an application to interconnect a CSP Project under the Tier 2 interconnection review procedures if the facility meets the approval criteria in subsections (a) through (l). A public utility may not impose different or additional approval criteria.

(a) For interconnection of a CSP Project to a radial distribution circuit, the aggregated nameplate capacity on the circuit must not exceed 15 percent of the line section annual peak load as most recently measured at the substation or calculated for the line section.

(b) For interconnection of a CSP Project to the load side of spot network protectors, the aggregated nameplate capacity on the load side of the spot network protectors must not exceed the lesser of five percent of a spot network's maximum load or 50 kilowatts.

(c) The aggregated nameplate capacity must not contribute more than 10 percent to the distribution circuit's maximum fault current at the point on the primary voltage distribution line nearest the point of interconnection.

(d) The aggregated nameplate capacity on the distribution circuit must not cause any distribution protective devices and equipment (including substation breakers, fuse cutouts, and line reclosers) or other PGE equipment on the transmission or distribution system to be exposed to fault currents exceeding 90 percent of the short circuit interrupting capability. The CSP Project's point of interconnection must not be located on a circuit that already exceeds 90 percent of the short circuit interrupting capability.

(e) The aggregated nameplate capacity on the distribution side of a substation transformer feeding the circuit where the CSP Project proposes to interconnect must not exceed 10 megawatts in an area where there are known or posted transient stability limitations to generating units located in the general electrical vicinity (for example, three or four distribution busses from the point of interconnection).

(f) If the CSP Project interconnection is to a primary line on the distribution system, then the interconnection must meet the following criteria:

(A) If the CSP Project is three-phase or single-phase and will be connected to a three-phase, three-wire primary line, then the CSP Project must be connected phase-to-phase.

(B) If the CSP Project is three-phase or single-phase and will be connected to a three-phase, four-wire primary line, then the CSP Project must be connected line-to-neutral and effectively grounded.

(g) For interconnection of a CSP Project to a single-phase shared service line on the transmission or distribution system, the aggregated nameplate capacity on the shared secondary line must not exceed 20 kilowatts.

(h) For interconnection of a single-phase CSP Project to the center tap neutral of a 240-volt service line, the addition of the CSP Project must not create a current imbalance between the two sides of the 240-volt service line of more than 20 percent of the nameplate rating of the service transformer.

(i) Except as provided in subsection (2)(l), the interconnection of the CSP Project must not require system upgrades or interconnection facilities different from or in addition to the applicant's proposed interconnection equipment.

(j) The aggregated nameplate capacity, in combination with existing transmission loads, must not cause the transmission system circuit directly connected to the distribution circuit where the CSP Project interconnection is proposed to exceed its design capacity.

(k) If the CSP Project fails to meet one or more of the criteria in subsections (2)(a) through (k), but PGE determines that the CSP Project could be interconnected safely if minor modifications to the transmission or distribution system were made (for example, changing meters, fuses, or relay settings), then PGE must offer the applicant a good-faith, non-binding estimate of the costs of such proposed minor modifications. Modifications are not considered minor under this subsection if the total cost of the modifications exceeds \$10,000. If the applicant authorizes PGE to proceed with the minor modifications and agrees to pay the entire cost of the modifications, then PGE must approve the application under Tier 2.

(3) In addition to the timelines and requirements in OAR 860-082-0025, the following timelines and requirements apply to Tier 2 interconnection reviews:

(a) PGE must schedule a scoping meeting within 10 business days after notifying an applicant that its application is complete. PGE and the applicant may agree to waive the scoping meeting requirement.

(b) Within 20 business days after PGE notifies an applicant that its application is complete or a scoping meeting is held, whichever is later, PGE must:

(A) Evaluate the application using the Tier 2 approval criteria in section (2);

(B) Review any independent analysis of the proposed interconnection provided by the applicant that was performed using the Tier 2 approval criteria; and

(C) Provide written notice to the applicant stating whether PGE approved the application. If applicable, PGE must include a comparison of its evaluation to the applicant's independent analysis.

(4) The interconnection process is not complete until:

(a) PGE approves the application;

(b) Any minor modifications to the transmission or distribution system required under subsection (2)(l) are complete;

(c) The witness test, if conducted by PGE, is successful; and

(d) The applicant and PGE execute a certificate of completion. The certificate of completion must follow the standard form certificate developed by PGE.

(5) If a CSP Project is not approved under the Tier 2 interconnection review procedure, then the applicant may submit a new application under the Tier 4 review procedures. At the applicant's request, PGE must provide a written explanation of the reasons for denial within five business days of the request.

## **9. Tier 4 Interconnection Review**

(1) PGE must use the Tier 4 interconnection review procedures for an application to interconnect a CSP Project that meets the following requirements:

(a) The CSP Project does not qualify for or failed to meet the Tier 2 interconnection review requirements; and

(b) The CSP Project must have a nameplate capacity of 3 megawatts or less.

(2) PGE must approve an application to interconnect a CSP Project under the Tier 4 interconnection review procedures if PGE determines that the safety and reliability of PGE's transmission or distribution system will not be compromised by interconnecting the CSP Project. The applicant must pay the reasonable costs of any interconnection facilities or system upgrades necessitated by the interconnection.

(3) In addition to the timelines and requirements in OAR 860-082-0025, the timelines and requirements in sections (5) through (12) of this rule apply to Tier 4 interconnection reviews.

(4) PGE and an applicant may agree to waive the requirement for a scoping meeting.

(5) PGE must schedule a scoping meeting within 10 business days after notifying an applicant that its application is complete.

(a) PGE and the applicant must bring to the scoping meeting all personnel, including system engineers, as may be reasonably required to accomplish the purpose of the meeting.

(b) PGE and applicant must discuss whether PGE should perform a system impact study, a facilities study, or an interconnection agreement.

(c) If PGE determines that no studies are necessary, then PGE must approve the application within 15 business days of the scoping meeting if:

(A) The application meets the criteria in section (2); and

(B) The interconnection of the CSP Project does not require system upgrades or interconnection facilities different from or in addition to the applicant's proposed interconnection equipment.

(d) If PGE determines that no studies are necessary and that the CSP Project could be interconnected safely if minor modifications to the transmission or distribution system were made (for example, changing meters, fuses, or relay settings), then PGE must offer the applicant a good-faith, non-binding estimate of the costs of such proposed minor modifications. Modifications are not considered minor under this subsection if the total cost of the modifications exceeds \$10,000. If the applicant authorizes PGE to proceed with the minor modifications and agrees to pay the entire cost of the modifications, then PGE must approve the application within 15 business days of receipt of the applicant's agreement to pay for the minor modifications.

(6) If PGE reasonably concludes that an adequate evaluation of an application requires a system impact study, then PGE must provide the applicant with an executable system impact study agreement within five business days of the date of the scoping meeting.

(a) The system impact study agreement must include a detailed scope for the system impact study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the costs to perform the study.

(b) The system impact study agreement must follow the standard form agreement developed by PGE and approved by the Commission.

(c) The applicant must execute the system impact study agreement within 15 business days of receipt of the agreement or the application is deemed withdrawn.

(d) PGE must make reasonable, good-faith efforts to follow the schedule set forth in the system impact study agreement for completion of the study.

(e) The system impact study must identify and detail the impacts on PGE's transmission or distribution system or on an affected system that would result from the interconnection of the CSP Project if no modifications to the CSP Project or system upgrades were made. The system impact study must include evaluation of the adverse system impacts identified in the scoping meeting.

(f) In determining possible adverse system impacts, PGE must consider the aggregated nameplate capacity of all generating facilities that, on the date the system impact study begins, are directly interconnected to PGE's transmission or distribution system, have a pending completed application to interconnect with a higher queue position, or have an executed interconnection agreement with PGE.

(g) The system impact study must include:

(A) A short circuit analysis;

(B) A stability analysis;

(C) A power flow analysis;

(D) Voltage drop and flicker studies;

(E) Protection and set point coordination studies;

(F) Grounding reviews;

(G) The underlying assumptions of the study;

(H) The results of the analyses; and

(I) Any potential impediments to providing the requested CSP interconnection service.

(h) If an applicant provides an independent system impact study to PGE, then PGE must evaluate and address any alternative findings from that study.

(i) PGE must provide a copy of the system impact study to the applicant within five business days of completing the study.

(j) If PGE determines in a system impact study that interconnection facilities or system upgrades are necessary to safely interconnect a CSP Project, then PGE must perform a facilities study.

(k) If PGE determines that no interconnection facilities or system upgrades are required, and PGE concludes that the application meets the criteria in section (2), then PGE must approve the application with 15 business days of completion of the system impact study.

(l) If PGE determines that no interconnection facilities or system upgrades are required and that the CSP Project could be interconnected safely if minor modifications to the transmission or distribution system were made (for example, changing meters, fuses, or relay settings), then PGE must offer the applicant a good-faith, non-binding estimate of the costs of such proposed minor modifications. Modifications are not considered minor under this subsection if the total cost of the modifications exceeds \$10,000. If the applicant authorizes PGE to proceed with the minor modifications and agrees to pay the entire cost of the modifications, then PGE must approve the

application within 15 business days of the applicant's agreement to pay for the minor modifications.

(7) If PGE is required to perform a facilities study under subsection 6(j), or if an applicant and PGE agree in the scoping meeting to waive the system impact study and proceed directly to the facilities study, then PGE must provide the applicant with an executable facilities study agreement within five business days of completing the system impact study or within five business days from the date of the scoping meeting, whichever is applicable.

(a) The facilities study agreement must include a detailed scope for the facilities study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the costs to perform the study.

(b) The facilities study agreement must follow the standard form agreement developed by PGE and approved by the Commission.

(c) The applicant must execute the interconnection facilities study agreement within 15 business days after receipt of the agreement or the application is deemed withdrawn.

(d) PGE must make reasonable, good-faith efforts to follow the schedule set forth in the facilities study agreement for completion of the study.

(e) The facilities study must identify the interconnection facilities and system upgrades required to safely interconnect the CSP Project and must determine the costs for the facilities and upgrades, including equipment, engineering, procurement, and construction costs. PGE must also identify the electrical switching configuration of the equipment, including transformer, switchgear, meters, and other station equipment.

(f) PGE may contract with a third-party consultant to complete the interconnection facilities and system upgrades identified in the facilities study. PGE and an applicant may agree in writing to allow the applicant to hire a third-party consultant to complete the interconnection facilities and system upgrades, subject to PGE oversight and approval.

(g) The interconnection facilities study must include a detailed estimate of the time required to procure, construct, and install the required interconnection facilities and system upgrades.

(h) If the applicant agrees to pay for the interconnection facilities and system upgrades identified in the facilities study, then PGE must approve the application within 15 business days of the applicant's agreement.

(i) If, during the course of the study process PGE identifies network upgrades associated with the CSP Project, the network upgrades and the estimated cost for the upgrades must be reviewed and approved for recovery by the Commission prior to PGE approving the application.

(8) PGE may contract with a third-party consultant to complete a system impact study, or facilities study. PGE and an applicant may agree in writing to allow the applicant to hire a third-

party consultant to complete a system impact study, or facilities study, subject to PGE oversight and approval.

(9) The interconnection process is not complete until:

(a) PGE approves the application;

(b) Any interconnection facilities or system upgrades have been completed;

(c) Any minor modifications to PGE's transmission or distribution system required under subsections (5)(d), 6(i)(B), or (7)(l) have been completed;

(d) The witness test, if conducted by PGE, is successful; and

(e) The applicant and PGE execute a certificate of completion.

(10) If a CSP Project is not approved under the Tier 4 interconnection review procedures, then PGE must provide a written explanation of the denial to the applicant.

#### **10. Joint Study Interconnection Review**

(1) CSP Projects that request a joint study must agree in writing to be studied together and must meet the following requirements:

(a) The nameplate rating of the joint CSP Projects must be less than 100 percent of the feeder/substation daytime minimum load.

(b) The joint CSP Projects must enter the CSP Queue in back to back queue order.

(c) The joint CSP Projects must have their point of interconnections on the same feeder.

(d) The joint CSP Projects must be within .5 miles of one another.

(e) The study requirements and process will follow the Tier 4 Interconnection Review criteria.

#### **11. Recordkeeping and Reporting Requirements**

(1) PGE must maintain a record of the following information for at least two years:

(a) The number of complete interconnection applications received;

(b) The time required to complete the review process for each application; and

(c) The reasons for the approval or denial of each application.



(2) For as long as an interconnection customer's CSP Project is interconnected to PGE's transmission or distribution system, PGE must maintain copies of the interconnection application, interconnection agreement, and certificate of completion for the CSP Project. PGE must provide a copy of the interconnection customer's records to the interconnection customer within 15 business days after receipt of a written request.

(3) PGE must submit an annual report to the Commission summarizing PGE's interconnection activities for the previous calendar year. The annual report must be filed by May 30 and must include the following information:

- (a) The number of complete community solar interconnection applications received;
- (b) The number of CSP Project interconnections completed;
- (c) The CSP Project's nameplate capacity;
- (d) The location of completed and proposed community solar facilities by zip code;
- (e) For each Tier 4 interconnection approval, the basic telemetry configuration, if applicable; and
- (f) For each Tier 4 interconnection approval:
  - (A) The interconnection facilities required to accommodate the interconnection of a CSP Project and the estimated costs of those facilities; and
  - (B) The system upgrades required to accommodate the interconnection of a CSP Project and the estimated costs of those upgrades.

## **12. Metering and Monitoring**

(1) PGE must install, maintain, test, repair, operate, and replace any metering and data acquisition equipment necessary under the terms of PGE's interconnection agreement, power purchase agreement, or power service agreement with an applicant or interconnection customer. The applicant or interconnection customer is responsible for all reasonable costs associated with the metering and data acquisition equipment. PGE and the applicant or interconnection customer must have unrestricted access to such equipment as necessary to conduct routine business or respond to an emergency.

(2) CSP Projects with a nameplate rating of 360 kW or less will need to connect directly to PGE's distribution system and must not be associated with a load. The project can request to be metered on the secondary side (low side) of the distribution transformer. Projects receiving service at secondary voltage will be billed based on meter registration less 1-1/2% to account for transformation losses.

(3) CSP Projects with a nameplate rating larger than 360 kW will be required to be connected directly to PGE's distribution system at primary voltage.

(4) Except as provided in subsection 3(b), PGE may not require an applicant or interconnection customer with a CSP Project with a nameplate capacity of less than three megawatts to provide or pay for the data acquisition or telemetry equipment necessary to allow PGE to remotely monitor the CSP Project's electric output.

(5) At its discretion, PGE may require an applicant or interconnection customer to pay for the purchase, installation, operation, and maintenance of the data acquisition or telemetry equipment necessary to allow PGE to remotely monitor the CSP Project's electric output if:

(a) The CSP Project has a nameplate capacity equal to 2 megawatts or greater; or

(6) PGE and an applicant or interconnection customer may mutually agree to waive or modify the telemetry requirements in this rule.

(7) Telemetry Requirements.

(a) The communication must take place via a private network link using a frame relay, fractional T-1 line, or other suitable device. Dedicated remote terminal units from the interconnected CSP Project to PGE's substation and energy management system are not required.

(b) A single communication circuit from the CSP Project to PGE is sufficient.

(c) Communications protocol must be DNP 3.0 or another reasonable standard used by PGE.

(d) The CSP Project must be capable of sending telemetric monitoring data to PGE at a minimum rate of every two seconds from the output of the CSP Project's telemetry equipment to PGE's energy management system.

(e) A CSP Project must provide the following minimum data to PGE:

(A) Net real power flowing out or into the CSP Project (analog);

(B) Net reactive power flowing out or into the CSP Project (analog);

(C) Bus bar voltage at the point of common coupling (analog);

(D) Data processing gateway heartbeat (used to certify the telemetric signal quality); and

(E) On-line or off-line status (digital).

(f) If an applicant or interconnection customer operates the equipment associated with the high voltage switchyard interconnecting the CSP Project to the transmission or distribution system and is required to provide monitoring and telemetry, then the interconnection customer must provide the following data to PGE in addition to the data in subsection (e):

(A) Switchyard line and transformer megawatt and mega volt ampere reactive values;

(B) Switchyard bus voltage; and

(C) Switching device status.

### **13. Temporary Disconnection**

(1) Under emergency conditions, PGE or an interconnection customer may suspend CSP interconnection service and temporarily disconnect a CSP Project from PGE's transmission or distribution system at any time and for as long as reasonably necessary.

(a) PGE must notify an interconnection customer immediately after becoming aware of an emergency condition that may reasonably be expected to affect a CSP Project's operation. To the extent possible, the notice must describe the emergency condition, the extent of the damage or deficiency, the expected effect on the CSP Project, the anticipated duration of the condition, and the necessary corrective action.

(b) An interconnection customer must notify PGE immediately after becoming aware of an emergency condition that may reasonably be expected to affect PGE's transmission or distribution system. To the extent possible, the notice must describe the emergency condition, the extent of the damage or deficiency, the expected effect on the public utility's transmission or distribution system, the anticipated duration of the condition, and the necessary corrective action.

(2) PGE or an interconnection customer may suspend CSP interconnection service and temporarily disconnect a CSP Project to perform routine maintenance, construction, or repairs. PGE or an interconnection customer must provide written notice five business days before suspending CSP interconnection service or temporarily disconnecting the CSP Project. PGE and an interconnection customer must use reasonable efforts to coordinate interruptions caused by routine maintenance, construction, or repairs.

(3) PGE must use reasonable efforts to provide written notice to an interconnection customer affected by a forced outage of PGE's transmission or distribution system at least five business days before the forced outage. If prior written notice is not given, then PGE must provide the interconnection customer written documentation explaining the circumstances of the disconnection within five business days after the forced outage.

(4) PGE may disconnect a CSP Project if PGE determines that operation of the CSP Project will likely cause disruption or deterioration of service to other customers served by PGE's transmission or distribution system, or if PGE determines that operation of the CSP Project could cause damage to PGE's transmission or distribution system.

(a) PGE must provide written notice to the interconnection customer of the disconnection at least five business days before the disconnection. If the condition requiring disconnection can be remedied, then PGE must describe the remedial action necessary.

(b) If requested by the interconnection customer, PGE must provide documentation supporting PGE's decision to disconnect.

(c) PGE may disconnect the CSP Project if the interconnection customer fails to perform the remedial action identified in the notice of disconnection within a reasonable time, but no less than five business days after the interconnection customer received the notice of disconnection.

(5) PGE may temporarily disconnect a CSP Project if an interconnection customer makes any change to the facility, other than a minor equipment modification, without PGE's prior written authorization. PGE may disconnect the CSP Project for the time necessary for PGE to evaluate the affect of the change to the CSP Project on PGE's transmission or distribution system.

(6) PGE has the right to inspect an interconnection customer's CSP Project at reasonable hours and with reasonable prior written notice to the interconnection customer. If PGE discovers that the CSP Project is not in compliance with the requirements of the Schedule and these Standards, then PGE may require the interconnection customer to disconnect the CSP Project until compliance is achieved.

#### **14. Arbitration of Disputes**

(1) PGE or an interconnection applicant may petition the Commission for arbitration of disputes arising during review of an application to interconnect a CSP Project or during negotiation of an interconnection agreement. If PGE or the applicant petitions the Commission to arbitrate their dispute, then the Commission will use an administrative law judge (ALJ) as arbitrator unless workload constraints necessitate the use of an outside arbitrator.

(2) A petition for arbitration of an interconnection agreement must contain:

(a) A statement of all unresolved issues;

(b) A description of each party's position on the unresolved issues; and

(c) A proposed agreement addressing all issues, including those on which the parties have reached agreement and those that are in dispute.

(3) A petition for arbitration of a dispute arising during review of an application to interconnect a CSP Project must contain:

(a) A statement of all unresolved issues;

(b) A description of each party's position on the unresolved issues; and

(c) A proposed resolution for each unresolved issue.

(4) Respondent may file a response within 25 calendar days of the petition for arbitration. In the response, the respondent must address each issue listed in the petition, describe the respondent's position on those issues, and present any additional issues for which the respondent seeks resolution.

(5) The filing of a petition for arbitration of a dispute arising during review of an application to interconnect a CSP Project does not affect the application's queue position.

(6) The arbitration is conducted in a manner similar to a contested case proceeding, and the arbitrator has the same authority to conduct the arbitration process as an ALJ has in conducting hearings under the Commission's rules, but the arbitration process is streamlined. The arbitrator holds an early conference to discuss processing of the case. The arbitrator establishes the schedule and decides whether an oral hearing is necessary. After the oral hearing or other procedures (for example, rounds of comments), each party submits its final proposed interconnection agreement or resolution of disputed issues. The arbitrator chooses between the two final offers. If neither offer is consistent with applicable statutes, Commission rules, and Commission policies, then the arbitrator will make a decision that meets those requirements.

(7) The arbitrator may allow formal discovery only to the extent deemed necessary. Parties are required to make good faith attempts to exchange information relevant to any disputed issue in an informal, voluntary, and prompt manner. Unresolved discovery disputes are resolved by the arbitrator upon request of a party. The arbitrator will order a party to provide information if the arbitrator determines the requesting party has a reasonable need for the requested information and that the request is not overly burdensome.

(8) Only the two negotiating parties have full party status. The arbitrator may confer with Commission staff for assistance throughout the arbitration process.

(9) To keep the process moving forward, appeals to the Commission are not allowed during the arbitration process. An arbitrator may certify a question to the Commission if the arbitrator believes it is necessary.

(10) To accommodate the need for flexibility, the arbitrator may use different procedures so long as the procedures are fair, treat the parties equitably, and substantially comply with the procedures listed here.

(11) The arbitrator must serve the arbitration decision on the interconnecting public utility and the interconnection applicant. The parties may file comments on the arbitration decision with the Commission within 10 calendar days after service.

(12) The Commission must accept, reject, or modify an arbitration decision within 30 calendar days after service of the decision.

(13) Within 14 calendar days after the Commission issues an order on a petition for arbitration of an interconnection agreement, the petitioner must prepare an interconnection agreement complying with the terms of the decision and serve it on respondent. Respondent must either sign and file the interconnection agreement or file objections to it within 10 calendar days of service of the agreement. If objections are filed, respondent must state how the interconnection agreement fails to comply with the Commission order and offer substitute language complying with the decision. The Commission must approve or reject a filed interconnection agreement within 20 calendar days of its filing or the agreement is deemed approved.

(14) If petitioner, without respondent's consent, fails to timely prepare and serve an interconnection agreement on respondent, respondent may file a motion requesting the Commission dismiss the petition for arbitration with prejudice. The Commission may grant such motion if the petitioner's failure to timely prepare and serve the interconnection agreement was the result of inexcusable neglect on the part of petitioner.

(15) The public utility and the applicant may agree to hire an outside arbitrator rather than file a petition with the Commission. The public utility and the applicant must share equally the costs of an outside arbitrator unless they mutually agree to a different payment arrangement.

## **15. Complaints for Enforcement**

(1) This rule specifies the procedure PGE, an interconnection customer, or an applicant to file a complaint for the enforcement of an interconnection agreement. Filing dates for enforcement complaint proceedings are calculated and enforced per OAR 860-001-0150.

(2) At least 10 days prior to filing a complaint for enforcement, complainant must give written notice to defendant and the Commission that complainant intends to file a complaint for enforcement. The notice must identify the provisions in the agreement that complainant alleges were or are being violated and the specific acts or failure to act that caused or are causing the violation, and whether complainant anticipates requesting temporary or injunctive relief. On the same day the notice is filed with the Commission, complainant must serve a copy of the notice on defendant's authorized representative, attorney of record, or designated agent for service of process. Complainant must also serve the notice on all persons designated in the interconnection agreement to receive notices;

(3) A complaint for enforcement must:

(a) Contain a statement of specific facts demonstrating that the complainant conferred with defendant in good faith to resolve the dispute, and that despite those efforts the parties failed to resolve the dispute;

(b) Include a copy of the written notice, required by section (2), indicating that the complainant intends to file a complaint for enforcement;

(c) Include a copy of the interconnection agreement or the portion of the agreement that the complainant contends that defendant violated or is violating. If a copy of the entire agreement is provided, complainant must specify the provisions at issue;

(d) Contain a statement of the facts or law demonstrating defendant's failure to comply with the interconnection agreement and complainant's entitlement to relief. The statement must indicate that the remedy sought is consistent with the dispute resolution provisions in the agreement, if any. Statements of facts must be supported by written testimony with affidavits made by persons competent to testify and having personal knowledge of the relevant facts. Statements of law must be supported by appropriate citations. If exhibits are attached to the affidavits, the affidavits must contain the foundation for the exhibits;

- (e) Designate up to three persons to receive copies of pleadings and documents;
  - (f) Include an executive summary, filed as a separate document not to exceed 8 pages, outlining the issues and relief requested; and
  - (g) Include any motions for affirmative relief, filed as a separate document and clearly marked. Nothing in this subsection precludes complainant from filing a motion subsequent to the filing of the complaint if the motion is based upon facts or circumstances unknown or unavailable to complainant at the time the complaint was filed.
- (4) On the same day the complaint is filed with the Commission, complainant must serve a copy of the complaint on defendant's authorized representative, attorney of record, or designated agent for service of process. Service may be by telephonic facsimile, electronic mail, or overnight mail, but the complaint must arrive at defendant's location on the same day the complaint is filed with the Commission. Service by facsimile or electronic mail must be followed by a physical copy of the complaint the next day by overnight delivery.
- (5) Within 10 business days after service of the complaint, defendant may file an answer with the Commission. Any allegations raised in the complaint and not addressed in the answer are deemed admitted. The answer must:
- (a) Contain a statement of specific facts demonstrating that the defendant conferred with complainant in good faith to resolve the dispute and that despite those efforts the parties failed to resolve the dispute;
  - (b) Respond to each allegation in the complaint and set forth all affirmative defenses;
  - (c) Contain a statement of the facts or law supporting defendant's position. Statements of facts must be supported by written testimony with affidavits made by persons competent to testify and having personal knowledge of the relevant facts. Statements of law must be supported by appropriate citations. If exhibits are attached to the affidavits, then the affidavits must contain the foundation for the exhibits; and
  - (d) Designate up to three persons to receive copies of other pleadings and documents.
- (6) On the same day as the answer is filed, the defendant must also file its response to any motion filed by complainant and its motions for affirmative relief. Each response and each motion must be filed as a separate filing. Nothing in this section precludes defendant from filing a motion subsequent to the filing of the answer if the motion is based upon facts or circumstances unknown or unavailable to defendant at the time the answer was filed.
- (7) On the same day the answer is filed with the Commission, the defendant must serve a copy of the answer to the complainant's authorized representative, attorney of record, or designated agent for service of process.

(8) Complainant must file a reply to an answer that contains affirmative defenses within 5 business days after the answer is filed. On the same day the reply is filed with the Commission, complainant must serve a copy of the reply to defendant's authorized representative, attorney of record, or designated agent for service of process.

(9) A cross-complaint or counterclaim must be answered within the 10-business day time frame allowed for answers to complaints.

(10) The Commission will conduct a conference regarding each complaint for enforcement of an interconnection agreement.

(a) The administrative law judge (ALJ) schedules a conference within 5 business days after the answer is filed, to be held as soon as practicable. At the discretion of the ALJ, the conference may be conducted by telephone.

(b) Based on the complaint and the answer, all supporting documents filed by the parties, and the parties' oral statements at the conference, the ALJ determines whether the issues raised in the complaint can be determined on the pleadings and submissions without further proceedings or whether further proceedings are necessary. If further proceedings are necessary, the ALJ establishes a procedural schedule. Nothing in this subsection is intended to prohibit the bifurcation of issues where appropriate.

(c) In determining whether further proceedings are necessary, the ALJ must consider, at a minimum, the positions of the parties, the need to clarify evidence through the examination of witnesses, the complexity of the issues, the need for prompt resolution, and the completeness of the information presented.

(d) The ALJ may make oral rulings on the record during the conference on all matters relevant to the conduct of the proceeding.

(11) A party may file with the complaint or answer a request for discovery, stating the matters to be inquired into and their relationship to matters directly at issue.

(12) When warranted by the facts, the complainant or defendant may file a motion requesting that an expedited procedure be used. The moving party must file a proposed expedited procedural schedule along with its motion. The ALJ must schedule a conference to be held as soon as practicable to determine whether an expedited schedule is warranted.

(a) The ALJ will consider whether the issues raised in the complaint or answer involve a risk of imminent, irrevocable harm to a party or to the public interest.

(b) If a determination is made that an expedited procedure is warranted, the ALJ will establish a procedure that ensures a prompt resolution of the merits of the dispute, consistent with due process and other relevant considerations. The ALJ will consider, but is not bound by, the moving party's proposed expedited procedural schedule.



(c) In general, the ALJ will not entertain a motion for expedited procedure where the dispute solely involves the payment of money.



## Community Solar Facility System Impact Study Agreement

This Agreement is made by and between \_\_\_\_\_,  an individual  a company (“Applicant”) and Portland General Electric Company, a corporation existing under the laws of the State of Oregon (“PGE”). Applicant and PGE each may be referred to as a “Party,” or collectively as the “Parties.” This Agreement is made and entered into as of the date of the last signature below (the “Effective Date”).

### Recitals:

**Whereas**, Applicant is proposing to develop a Community Solar Facility or adding generating capacity to an existing Community Solar Facility consistent with the Application submitted on \_\_\_\_\_; and

**Whereas**, Applicant desires to interconnect the Community Solar Facility with PGE’s Transmission & Distribution (“T&D”) System; and

**Whereas**, Applicant has requested PGE perform a System Impact Study (or “Study”) to assess the impact of interconnecting the Community Solar Facility to PGE’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 set forth in this Agreement or as given in the Tariff. To the extent that this Agreement conflicts with the Tariff, the Tariff shall take precedence.
2. Applicant elects and PGE shall cause to be performed a System Impact Study consistent with the Tariff.
3. The scope of the System Impact Study shall be subject to the assumptions set forth in the Tariff and detailed in Attachment A, attached hereto and incorporated herein.
4. The System Impact Study will be based upon technical information provided in the Application, and information set forth in Attachment A to this Agreement. PGE reserves the right to request additional technical information from Applicant as may be reasonably necessary and consistent with Good Utility Practice during the course of the System Impact Study. Modifications to the Application may result in an extension of time to complete the System Impact Study or, depending on the modification, may require Applicant to submit a new application. The Tariff details cost responsibility associated with any new Study or modifications to existing studies that are reasonably necessary to perform the System Impact Study.
5. As required by the Tariff, PGE will provide a the scope for the System Impact Study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the cost to perform the study, all of which are described in Attachment B, attached hereto and incorporated herein.
6. Study fees and cost responsibility are described in the Tariff and will be based on reasonable costs, as follows:

- a. The non-binding good faith estimate of the cost to complete the System Impact Study is set forth in Attachment B. Applicant is required to pay a deposit of fifty percent (50%) of this estimate or \$1,000, whichever is less, within five (5) calendar days from the Effective Date.
- b. PGE payment information is set forth in Attachment B. All payments are due without prior notice or demand and without any setoff or deduction whatsoever.
- c. PGE shall not be obligated to perform or continue to perform any Study work for the Applicant unless the Applicant has paid all amounts in compliance herewith. If Applicant is in default for failure to pay PGE per this Agreement and Applicant has failed to cure the default within seven (7) calendar days of notice from PGE of the default, PGE shall have the right to terminate this Agreement and Applicant's application will be withdrawn and removed from the interconnection queue.

7. Except as Applicant may otherwise specify in writing when it provides information to PGE under this Agreement, Applicant represents and warrants that the information it provides to PGE shall be accurate and complete as of the date the information is provided. Applicant shall promptly provide PGE with any additional information needed to update information previously provided.

8. In preparing the Study, PGE and any subcontractors employed by PGE will rely on information provided by Applicant and PGE is not responsible for the accuracy of such Applicant information. Accordingly, neither PGE nor any subcontractors employed by PGE makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties or merchantability and fitness for a particular purpose, with regard to the accuracy, content or system impact conclusions of the Study. Applicant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representation or warranties have formed the basis of its bargain hereunder. PGE makes no representations as to the accuracy, usefulness or completeness of any estimate or assessment provided in the Study or pursuant to this Agreement, and the provision of any such estimates or assessments shall not in any way limit the Applicant's responsibility for the payment of actual interconnection costs.

9. **In no event shall any Party or its subcontractors be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the Study or any reliance on the Study by Applicant or third parties, even if one or more of the Parties or its subcontractors have been advised of the possibility of such damages, nor shall PGE be liable for monetary damages associated with any delay in delivery or for the non-performance or delay in performance of PGE's obligations under this Agreement.**

10. Applicant shall at all times indemnify, defend, and save harmless PGE, and its directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by PGE under this Agreement, any bankruptcy filings made by Applicant, or the actions or omissions of Applicant in connection with this Agreement, except to the extent such Losses arise from the gross negligence or willful misconduct by PGE or its directors, officers, members, employees or agents.

11. The validity, interpretation and enforcement of this 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. If a dispute

related to this Agreement arises between the Parties, the Parties' representatives shall first attempt to resolve the dispute informally through negotiation and consultation. If the Parties are unable to resolve their differences through such negotiation and consultation, then either Party may seek to enforce its rights in a court or governmental agency with jurisdiction over the dispute; provided, however, that any dispute within the jurisdiction of the Commission shall first be brought before the Commission, and each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the initial jurisdiction of the Commission with respect to such dispute.

12. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

13. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision hereof. No waiver by either Party, either express or implied, of any breach of these terms or conditions shall be construed as a waiver of any other term or condition.

14. This Agreement shall 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.

15. To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

16. Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement shall be deemed properly given (and notice deemed received) if: (i) delivered in person, (ii) sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) delivered by recognized national courier service, or (iv) forty-eight (48) hours after being sent by first class mail, postage prepaid, to the person specified in Attachment A.

17. This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. This Agreement may not be assigned, by operation of law, merger, consolidation, dissolution or any other manner, without the prior written consent of the other Party hereto, such consent not to be unreasonably withheld.

18. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement, and an electronic copy of the Agreement shall be considered an original.

19. Sections 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 of this Agreement will survive the expiration or termination of this Agreement.

20. This Agreement (including Attachments hereto) constitutes the entire agreement of the Parties

relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

**Signatures:**

In witness whereof, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For APPLICANT:

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

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

Title (*if any*): \_\_\_\_\_

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

For PORTLAND GENERAL ELECTRIC COMPANY:

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

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

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

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

**Attachment A**  
**System Impact Study Agreement**  
**Assumptions Used in Conducting the System Impact Study**

The System Impact Study will be based upon the information set forth in the Application.

Other Assumptions:

Business Contact Information:

<b>Applicant</b>	<b>PGE</b>
Contact Name:	Contact Name:
Phone Number:	Phone Number:
E-mail:	E-mail:
Mailing Address:	Mailing Address:

Legal Notice:

<b>Applicant</b>	<b>PGE</b>
Name:	Name:
Mailing Address:	Mailing Address:
E-mail:	E-mail:

**Attachment B**  
**System Impact Study Agreement**  
**PGE Provided Scope, Schedule, and Budget for System Impact Study**

**A. SCOPE**

The System Impact Study will provide the following information: (a) a short circuit analysis, (b) stability analysis, (c) power flow analysis, (d) voltage drop and flicker studies, (e) protection and set point coordination studies, (g) grounding reviews; (h) the underlying assumptions of the Study; (i) the results of the analyses; and (j) any potential impediments to providing the requested interconnection service. PGE will also provide a description and good faith non-binding cost estimate of facilities required to interconnect the Community Solar Facility to PGE's T&D System and to address the identified short circuit, instability, and power flow issues.

**B. COST**

The non-binding good faith estimate of the cost to complete the System Impact Study is \$\_\_\_\_\_.

Applicant is required to pay a deposit of fifty (50) percent (50%) of the estimate or \$1,000, whichever is less (the "Initial Payment"). The Initial Payment is due within five (5) calendar days from the Effective Date.

After delivery of the Study, any remaining balance is due to PGE within fifteen (15) calendar days of PGE's request for payment.

Payments should be directed to:

**C. SCHEDULE**

PGE estimates that it will need at least sixty (60) business days to complete the Study from the time PGE receives both the signed Study agreement and the Initial Payment. If PGE determines during the Study process that supplemental or clarifying information is required, then PGE will request the information from the Applicant. The time necessary to complete the study will be extended by the time required for the receipt of the additional information. PGE may require a reasonable extension of time in accordance with the Tariff to complete the Study at any time during the Study process per Tariff.



## Community Solar Facility Facilities Study Agreement

This Agreement is made and entered by and between \_\_\_\_\_,  an individual  a company (“Applicant”) and Portland General Electric Company, a corporation existing under the laws of the State of Oregon (“PGE”). Applicant and PGE each may be referred to as a “Party,” or collectively as the “Parties.” This Agreement is made and entered into as of the date of the last signature below (the “Effective Date”).

### Recitals:

**Whereas**, Applicant is proposing to develop a Community Solar Facility or adding generating capacity to an existing Community Solar Facility consistent with the Application submitted on \_\_\_\_\_; and

**Whereas**, Applicant desires to interconnect the Community Solar Facility with PGE’s Transmission & Distribution (“T&D”) System; and

**Whereas**, Applicant has requested PGE to perform a Facilities Study (or “Study”) to specify and estimate the cost of the equipment, engineering, procurement and construction work in accordance with Good Utility Practice needed to physically and electrically connect the Community Solar Facility to PGE’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 set forth in this Agreement or as given in Tariff. To the extent that this Agreement conflicts with the Tariff, the Tariff shall take precedence.
2. Applicant and PGE shall cause to be performed a Facilities Study consistent with the Tariff.
3. The scope of the Facilities Study shall be subject to the assumptions set forth in the Tariff and detailed in the System Impact Study documents (if applicable).
4. The Facilities Study will be based upon the results of the System Impact Study, if applicable, and information provided by Applicant set forth in Attachment A, attached hereto and incorporated herein. PGE reserves the right to request additional technical information from Applicant as may be reasonably necessary and consistent with Good Utility Practice during the course of the Facilities Study. Modifications to the Application may result in an extension of time to complete the Facilities Study or, depending on the modification, may require Applicant to submit a new application. The Tariff details cost responsibility associated with any new study or modifications to existing studies that are reasonably necessary to perform the Facilities Study.
5. As required by the Tariff, PGE will provide the scope for the Facilities Study, a reasonable schedule for completion of the Study, and a good-faith, non-binding cost estimate to perform the Study, all of which are described in Attachment B, attached hereto and incorporated herein.



6. Study fees and cost responsibility are described in the Tariff and will be based on actual costs, as follows:

- a. The non-binding good faith estimate of the cost to complete the Facilities Study is set forth in Attachment B. Applicant is required to pay a deposit of fifty percent (50%) of this estimate or \$1,000, whichever is less, within five (5) calendar days from the Effective Date.
- b. PGE payment information is set forth in Attachment B. All payments are due without prior notice or demand and without any setoff or deduction whatsoever.
- c. PGE shall not be obligated to perform or continue to perform any Study work for the Applicant unless the Applicant has paid all amounts in compliance herewith. If Applicant is in default for failure to pay PGE per this Agreement and Applicant has failed to cure the default within seven (7) calendar days of notice from PGE of the default, PGE shall have the right to terminate this Agreement and Applicant's application will be withdrawn and removed from the interconnection queue.

7. Except as Applicant may otherwise specify in writing when it provides information to PGE under this Agreement, Applicant represents and warrants that the information it provides to PGE shall be accurate and complete as of the date the information is provided. Applicant shall promptly provide PGE with any additional information needed to update information previously provided.

8. In preparing the Study, PGE and any subcontractor employed by PGE will rely on information provided by Applicant, and PGE is not responsible for the accuracy of such Applicant information. Accordingly, neither PGE nor any subcontractor employed by PGE makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content or system impact conclusions of the Study. Applicant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representation or warranties have formed the basis of its bargain hereunder. PGE makes no representations as to the accuracy, usefulness or completeness of any estimate or assessment provided in the Study or pursuant to this Agreement, and the provision of any such estimates or assessments shall not in any way limit the Applicant's responsibility for the payment of actual interconnection costs.

**9. In no event shall any Party or its subcontractor be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the Study or any reliance on the Study by Applicant or third parties, even if one or more of the Parties or its subcontractor have been advised of the possibility of such damages, nor shall PGE be liable for monetary damages for any delay in delivery or for the non-performance or delay in performance of PGE's obligations under this Agreement.**

10. Applicant shall at all times indemnify, defend, and save harmless PGE, and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by PGE under this Agreement, any bankruptcy filings made by Applicant, or the actions or omissions of Applicant in connection with this Agreement, except to the extent such Losses arise from the gross negligence or willful misconduct by PGE or its directors, officers, members, employees or agents.

11. The validity, interpretation and enforcement of this 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. If the Parties are unable to resolve their differences through such negotiation and consultation, then either Party may seek to enforce its rights in a court or governmental agency with jurisdiction over the dispute; provided, however, that any dispute within the jurisdiction of the Commission shall first be brought before the Commission, and each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the initial jurisdiction of the Commission with respect to such dispute.

12. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

13. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision hereof. No waiver by either Party, either express or implied, of any breach of these terms or conditions shall be construed as a waiver of any other term or condition.

14. This Agreement shall 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.

15. To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

16. Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement shall be deemed properly given (and notice deemed received) if: (i) delivered in person, (ii) sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) delivered by recognized national courier service, or (iv) forty-eight (48) hours after being sent by first class mail, postage prepaid, to the person specified in Attachment A.

17. This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. This Agreement may not be assigned, by operation of law, merger, consolidation, dissolution or any other manner, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld.

18. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement, and an electronic copy of the Agreement shall be considered an original.

19. Sections 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 of this Agreement will survive the expiration or termination of this Agreement.

20. This Agreement (including Attachments hereto) constitutes the entire agreement of the Parties

relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

**Signatures:**

In witness whereof, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For APPLICANT:

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

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

Title (*if any*): \_\_\_\_\_

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

For PORTLAND GENERAL ELECTRIC COMPANY:

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

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

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

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

**Attachment A  
 Facilities Study Agreement**

**Data to be Provided by Applicant with the Facilities Study Agreement**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, distribution circuits, etc.

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

Estimated line length from interconnection station to the PGE's T&D System: \_\_\_\_\_.

On the one-line diagram, indicate the generation capacity attached at each utility metering location (maximum load on CT/PT).

One set of metering is required for each generation connection to the new ring bus or existing PGE station. Number of generation connections: \_\_\_\_\_

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

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? \_\_\_\_\_ .

Business Contact Information:

<b>Applicant</b>	<b>PGE</b>
Contact Name:	Contact Name:
Phone Number:	Phone Number:
E-mail:	E-mail:
Mailing Address:	Mailing Address:

Legal Notice:

<b>Applicant</b>	<b>PGE</b>
Name:	Name:
Mailing Address:	Mailing Address:
E-mail:	E-mail:

**Attachment B  
Facilities Study Agreement**

**PGE Provided Scope, Schedule, and Budget for Facilities Study**

**A. SCOPE**

The Facilities Study will provide the following information: (a) A description of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Community Solar Facility to PGE's T&D System (including a description of any facilities or upgrades necessary to address impacts to Affected Systems); (b) A good-faith, non-binding estimate of the cost of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Community Solar Facility to PGE's T&D System (including the cost of any facilities or upgrades necessary to address impacts to Affected Systems); (c) A reasonable schedule for the procurement, construction, installation and testing of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Community Solar Facility to PGE's T&D System (including the cost of any facilities or upgrades necessary to address impacts to Affected Systems); and (d) 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.

**B. COST**

The non-binding good faith estimate of the cost to complete the Facilities Study is \$\_\_\_\_\_.

Applicant is required to pay a deposit of fifty (50) percent (50%) of the estimate or \$1,000, whichever is less (the "Initial Payment"). The Initial Payment is due within five (5) calendar days from the Effective Date.

After delivery of the Study, any remaining balance is due to PGE within fifteen (15) calendar days of PGE's request for payment.

Payments should be directed to:

**C. SCHEDULE**

PGE estimates that it will need at least sixty (60) business days to complete the Study from the time PGE receives both the signed Study agreement and the Initial Payment. If PGE determines during the Study process that supplemental or clarifying information is required, then PGE will request the information from the applicant. The time necessary to complete the Study will be extended by the time required for the receipt of the additional information. PGE may require a reasonable extension of time to complete the Study at any time during the Study process per Tariff.



## Community Solar Facility Certificate of Completion Form<sup>1</sup>

### Applicant Information

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

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

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

Telephone (Daytime): \_\_\_\_\_ (Cell/Evening): \_\_\_\_\_

E-Mail: \_\_\_\_\_

### Site Location for Community Solar Facility

Street Address/GPS Coordinates: \_\_\_\_\_

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

### Installer

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

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

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

Telephone (Daytime): \_\_\_\_\_ (Cell/Evening): \_\_\_\_\_

E-Mail: \_\_\_\_\_

Final electric inspection form attached

### Final Electric Inspection and Applicant Signature

The Community Solar 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 Applicant acknowledges that the Community Solar Facility is not ready for operation until receipt of the acceptance and final approval by Portland General Electric (PGE) as provided below.

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

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

.....

<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 PGE at PGE's designated address.

**Acceptance and Final Approval of Interconnection Installation (for PGE use only)**

The interconnection is approved, and the Community Solar Facility is approved for operation under the terms and conditions of the Community Solar Interconnection Tariff and a duly signed and executed Interconnection Agreement.

PGE waives Witness Test? *(Initial)* Yes (\_\_\_\_\_) No (\_\_\_\_\_)

If not waived, date of successful Witness Test: \_\_\_\_\_ *(Initial)* (\_\_\_\_\_)

PGE Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



## Interconnection Agreement for Community Solar Facility Tier 2 or Tier 4 Interconnection

### (Community Solar Facilities with Electric Nameplate Capacities of 3 MW or Less)

This Interconnection Agreement (sometimes also referred to as “Agreement”) is made and entered into by and between \_\_\_\_\_,  an individual  a company, (“Applicant”) and Portland General Electric Company, a corporation existing under the laws of the State of Oregon, (“PGE”). Applicant and PGE each may be referred to as a “Party,” or collectively as the “Parties.” This Agreement is made and entered into as of the date of the last signature below (the “Effective Date”).

#### **Recitals:**

**Whereas**, the Applicant is proposing to develop a Community Solar Facility, consistent with the Application submitted on \_\_\_\_\_ with a Nameplate Capacity rating of \_\_\_\_\_ kW AC;

**Whereas**, the Applicant desires to interconnect the Community Solar Facility with PGE’s Transmission and Distribution System (“PGE’s T&D System”); and

**Whereas**, the Agreement shall be used for all approved Tier 2 and Tier 4 Interconnection Applications according to the procedures set forth in PGE’s tariff in effect on the Effective Date of the Agreement (the “Tariff”). Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Tariff and, to the extent this Agreement conflicts with the Tariff, the Tariff shall take precedence.

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

#### **1. Scope and Limitations of Agreement**

**1.1. Scope.** The Agreement establishes standard terms and conditions approved by the Public Utility Commission of Oregon (“Commission”) under which the Community Solar Facility with a Nameplate Capacity of 3 MW or less will interconnect to and operate in parallel with PGE’s T&D System. Additions, deletions or changes to the standard terms and conditions of an Interconnection Agreement will not be permitted unless they are mutually agreed to by the Parties or approved by the Commission if required by Tariff.

**1.2. Power Purchase.** The Agreement does not constitute an agreement to purchase, transmit, or deliver the Applicant’s power nor does it constitute an electric service agreement.

**1.3. Other Agreements.** Nothing in this Agreement is intended to affect any other agreement between PGE and the Applicant or another Interconnection Customer.

#### **1.4. Responsibilities of the Parties**

1.4.1. The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations, operating requirements and good utility practice.

1.4.2. The Applicant will construct, interconnect, own, operate, and maintain its Community Solar Facility in accordance with the Agreement, the Tariff, IEEE Standard 1547, the National Electrical Code and applicable standards required by the Commission.



1.4.3. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Parties' facilities, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Tariff and this Agreement.

1.4.4. Throughout the term of this Agreement, the Applicant is responsible for all modifications and upgrades (including all costs and expenses associated therewith) necessary to meet PGE requirements for interconnection and PGE T&D System reliability, including any modifications and upgrades that may be necessary to keep the Community Solar Facility in compliance with the Tariff, IEEE 1547 or 1547.1 and operable with PGE's T&D System.

**1.5. Parallel Operation and Maintenance Obligations.** Once the Community Solar Facility has been authorized to commence parallel operation, the Applicant must abide by all rules and procedures pertaining to the parallel operation of the generating facility in the applicable control area. For purposes of this Agreement, "control area" shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other control areas and contributing to frequency regulation of the interconnection. The Applicant shall not operate its Community Solar Facility in parallel with the PGE's T&D System without prior written authorization of PGE. PGE will provide such authorization once PGE receives notification that the Applicant has complied with all applicable parallel operation requirements.

**1.6. Metering and Monitoring.** The Applicant will be responsible for PGE's reasonable and necessary cost for the purchase, installation, operation, and testing of metering and monitoring equipment as required by Tariff and as may be detailed in this Agreement. The Applicant's metering and monitoring equipment shall conform to applicable industry rules and requirements.

**1.7. Power Quality.** The Applicant will design its Community Solar 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. PGE may, in some circumstances, also require the Applicant 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 PGE as required by the Tariff. Under no circumstances shall these additional requirements for voltage or reactive power support exceed the normal operating capabilities of the Community Solar Facility.

## **2. Inspection, Testing, Authorization, and Right of Access**

**2.1. Equipment Testing and Inspection.** The Applicant will test and inspect its Community Solar Facility and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 Standards as provided for in the Tariff. The interconnection will not be final until the Witness Test and Certificate of Completion provisions in the Tariff have been satisfied. The Applicant shall pay or reimburse PGE for PGE's costs to participate in the Witness Test. To the extent that the Applicant decides to conduct interim testing of the Community Solar Facility prior to the Witness Test, the Applicant may request that PGE observe these tests and that these tests be deleted from the final Witness Test. The Applicant shall pay or reimburse PGE for PGE's costs to participate in said interim testing.

**2.2. Right of Access.** As provided in the Tariff, PGE will have access to the Applicant's premises for any reasonable purpose in connection with the Interconnection Application and Interconnection Agreement that is entered in to pursuant to the Tariff 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.

### **3. Effective Date, Term, Termination, and Disconnection**

**3.1. Term of Agreement.** The Agreement will be effective on the Effective Date and will remain in effect for the maximum of (i) a period of twenty (20) years or (ii) the life of the Power Purchase Agreement associated with the Community Solar Facility or (iii) the Community Solar Facility is not participating in the Community Solar Program, unless terminated earlier as provided in Article 3.2. The termination of this Agreement terminates the interconnection and requires disconnection of the Interconnection Facilities or System Upgrades. Future interconnection beyond the termination date may require PGE to study the interconnection and may require changes to, or new, Interconnection Facilities. All such studies, changes, or new Interconnection Facilities shall be at the Applicant's expense.

**3.2. Termination.** No termination will become effective until the Parties have complied with all applicable laws and any clauses of the Tariff and this Agreement applicable to such termination.

3.2.1. This Agreement may be terminated by mutual consent of the parties.

3.2.2. The Applicant may terminate this Agreement at any time by giving PGE twenty (20) business days' written notice.

3.2.3. Either Party may terminate this Agreement after default pursuant to Article 5.5 of this Agreement.

3.2.4. The Commission may order termination of this Agreement.

3.2.5. If a Party is prevented from performing its obligations under this Agreement for a period of four (4) consecutive months or more due to a Force Majeure event (as defined in Article 5.4), the non-Affected Party may terminate this Agreement.

3.2.6. This Agreement may be terminated by PGE if the Power Purchase Agreement between the Parties associated with this Community Solar Facility is terminated.

3.2.7. This Agreement may be terminated by PGE with five (5) business days' written notice if the Community Solar Facility is removed from the Community Solar Program.

### **3.3. Effect of Termination**

3.3.1. Upon termination of this Agreement, the Community Solar Facility will be disconnected from the PGE's T&D System at the Applicant's expense.

3.3.2. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination. Applicant shall pay PGE for any costs and expenses incurred by PGE pursuant to this Agreement up to the time of termination.

**3.4. Disconnection.** PGE or the Applicant may disconnect the Community Solar Facility from PGE's T&D System or curtail the Community Solar Facility's output for so long as reasonably necessary, as provided in the Tariff, in the event one or more of the following conditions or events occurs:

3.4.1. **Emergency.** Under emergency conditions, PGE or the Applicant may immediately suspend interconnection service and disconnect the Community Solar Facility. PGE shall notify the Applicant promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Community Solar Facility operation. Applicant will notify PGE promptly when it becomes aware of an emergency condition that may reasonably be expected to affect PGE's T&D System. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency,

the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 3.4.2. **Routine Maintenance, Construction, Repair.** PGE or Applicant may suspend interconnection service and temporarily disconnect the Community Solar Facility for maintenance, construction or repairs. The Parties will make reasonable efforts to provide five (5) business days' notice prior to interruption caused by maintenance (routine or otherwise), construction, or repair to the Community Solar Facility or PGE's T&D system and shall use reasonable efforts to coordinate such interruption.
- 3.4.3. **Outage.** PGE may suspend interconnection service during any forced outages of PGE's T&D System to effect immediate repairs. PGE shall use reasonable efforts to provide the Applicant with prior notice of forced outages. If prior notice is not given, PGE shall, upon request, provide the Applicant written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4. **Disruption or Deterioration of Service.** PGE may disconnect the Community Solar Facility where PGE determines that operation of the Community Solar Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Community Solar Facility could cause damage to PGE's T&D System. PGE will provide five (5) business days' notice before the disconnection and if the condition can be remedied, PGE will describe the remedial action necessary. Upon request, PGE will provide the Applicant all supporting documentation used to reach the decision to disconnect. PGE may disconnect the Small Generator Facility if the Applicant fails to perform the remedial action identified in the notice of disconnection within a reasonable time, but no less than five (5) business days after Applicant received the notice of disconnection. If an emergency conditions exist, in which case the provisions of Article 3.4.1 of the Agreement apply.
- 3.4.5. **Modifications of Community Solar Facility** If the Applicant makes any change to the Community Solar 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 PGE, PGE may disconnect the Community Solar Facility until such time as the impact of the change has been studied by PGE and any reasonable requirements or additional equipment or facilities required by PGE to address any impacts from the changes have been implemented by the Parties. The requirement to apply to PGE for study and approval of modifications is governed by the Tariff.

**3.5. Restoration of Interconnection.** The Parties shall cooperate with each other to restore the Community Solar Facility, Interconnection Facilities, and PGE's T&D System to their normal operating state as soon as reasonably practicable following any disconnection or suspension pursuant to Article 3.4.

- 4. Cost Responsibility and Billing.** As provided in Tariff, the Applicant is responsible for the application fee and the cost of all facilities, equipment, modifications and upgrades needed to facilitate the interconnection of the Community Solar Facility to PGE's T&D System. The Applicant will acquire all necessary property rights and permits for the construction of the Community Solar Facility as well as distribution line easements (meeting PGE requirements), including easements for PGE's owned underground cable route for the new service. The estimated costs set forth in the Attachments are only for the scopes of work that will be performed by PGE. Costs for any work being performed by the Applicant or for any Applicant-owned, supplied and installed equipment and associated design and engineering are not included in the Attachments.

- 4.1. Minor T&D System Modifications.** Minor Modifications (such as changing meters, fuses, or relay settings) to PGE's T&D System are identified 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. . PGE, in its sole discretion, shall determine what constitutes a Minor Modification. Throughout the term of this Agreement, Applicant is responsible for and agrees to pay the costs of Minor Modifications necessary to meet PGE requirements for interconnection (as may be revised and updated from time to time).
- 4.2. Interconnection Facilities.** PGE has identified, under the study procedures of an Application review, the Interconnection Facilities necessary to safely interconnect the Community Solar Facility with PGE's T&D System. PGE has provided a good faith itemization of the required Interconnection Facilities in the Attachments to this Agreement, including a good faith estimate of the cost of the Interconnection Facilities and the time required to build and install those Interconnection Facilities. Throughout the term of this Agreement, Applicant is responsible for and agrees to pay all reasonable expenses, including overhead costs, associated with owning, operating, maintaining, repairing, and replacing Interconnection Facilities necessary to meet PGE requirements for interconnection (as may be revised and updated from time to time). If at any point, PGE or the Applicant wishes to make any changes to the Interconnection Facilities that require PGE personnel or equipment, the Applicant is responsible for all costs incurred by PGE associated with said changes.
- 4.3. Interconnection Equipment.** The Applicant is responsible for all reasonable costs and expenses, including overhead costs, associated with owning, operating, maintaining, repairing, and replacing all Interconnection Equipment associated with Interconnection Facilities for this site necessary to meet PGE requirements for interconnection (as may be revised and updated from time to time). If at any point, the Applicant wishes to make any changes to the Interconnection Equipment that require PGE personnel or equipment, the Applicant is responsible for all PGE incurred costs associated with said changes.
- 4.4. System Upgrades.** PGE will design, procure, construct, install, and own any System Upgrades. A good faith estimate of the cost of the System Upgrades, including overhead costs, is set forth in Attachment A and will be directly assigned to the Applicant. An Interconnection Customer may be entitled to financial compensation from other PGE 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.** PGE 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 PGE's system or on the Affected System to address impacts on Affected Systems and accommodate a Community Solar Facility. Such coordination with Affected System owners shall include inviting Affected System owners to scoping meetings between PGE 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 PGE cannot compel the participation of the Affected System owner and that PGE 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 overhead costs, shall

be directly assigned to the Applicant. The Applicant 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 Applicant, to the extent allowed or required by the Tariff, Commission order or tariff. 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 Facility in parallel with PGE's system, and PGE shall not authorize or allow the continued interconnection of the Community Solar Facility, unless and until such Adverse System Impact has been addressed to the reasonable satisfaction of the Affected System owner.

#### **4.6. Billings.**

- 4.6.1. The Applicant agrees to pay to PGE a deposit toward the cost to engineer, design, construct, procure 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 not agreed to a schedule of progress payments and the Interconnection Customer shall pay a deposit equal to one hundred percent (100%) 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 Applicant shall pay a deposit equal to the lesser of (a) twenty-five percent (25%) of the estimated cost of the Interconnection Facilities and System Upgrades, or (b) \$10,000. The parties agree the amount of the deposit shall be \$\_\_\_\_\_.
- 4.6.2. The Parties shall agree on milestones for which each Party is responsible and list them in Attachment C of this Agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than an Force Majeure Event, as defined in Article 5.4.1 of this Agreement, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) request appropriate amendments to Attachment C. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment.
- 4.6.3. If the actual costs of Interconnection Facilities and/or System Upgrades exceed the deposit amounts and/or progress and final payments provided for above, then the Applicant shall pay to PGE any balance owing or PGE shall refund any excess deposit or progress payment within thirty (30) calendar days of the date actual costs are determined.
- 4.6.4. Payments are due to PGE on of the date specified in Attachment C. Payments not made by the due date are subject to the terms of Article 5.5. PGE will not perform services under this Agreement until payments are received by PGE as set forth under this Agreement and the Attachments. All payments are due without prior notice or demand and without any setoff or deduction whatsoever.
- 4.6.5. At least twenty (20) business days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of PGE's Interconnection Facilities and System Upgrades, Applicant shall provide PGE, at Applicant's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to PGE and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover PGE's estimated costs for constructing, designing, procuring, and installing the applicable portion of PGE's Interconnection Facilities and System Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to PGE under this Agreement during

its term. In addition: (a) The guarantee must be made by an entity that meets the creditworthiness requirements of PGE, and contain terms and conditions that guarantee payment of any amount that may be due from Applicant, up to an agreed-to maximum amount; and (b) The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to PGE and must specify a reasonable expiration date.

## **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; provided that in all instances (including assignment under Articles 5.1.1 and 5.1.2) the assigning Party must meet the requirements of Article 4.6.5 prior to assignment being approved.

- 5.1.1. Either Party may assign the Agreement (subject to Article 5.1) 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 (as determined by the non-assigning Party) and operational ability to satisfy the obligations of the assigning Party under this Agreement.
- 5.1.2. The Applicant shall have the right to assign the Agreement, without the consent of PGE, for collateral security purposes to aid in providing financing for the Community Solar Facility.
- 5.1.3. For Community Solar systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of the Agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.
- 5.1.4. 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.

## **5.2. Limitation of Liability and Consequential Damages**

- 5.2.1. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred.
- 5.2.2. Neither Party shall be liable to the other Party, under any provision of the Agreement, for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.
- 5.2.3. PGE does not guarantee the completion of any project on the estimated in-service date as the work schedule is dependent on a number of variables, including but not limited to: (i) construction of other potential interconnection projects; (ii) timely payment; (iii) changes to the queue and (iv) permitting. PGE may modify the work schedule at its reasonable discretion as permitted in the Tariff.

## **5.3. Indemnity**

- 5.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of the Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 5.2.
- 5.3.2. Each Party shall, to the extent allowed by law, and subject to the limitations imposed by ORS 30.260 to ORS 30.300, if applicable, 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, demands, suits, recoveries, costs and expenses, court costs, attorney fees at trial and on appeal, and all other obligations by or to third parties (hereinafter “Harm”), arising out of or resulting from its negligent action or failure to meet its obligations under this Agreement. Such indemnity obligation shall be limited to the proportional extent the Harm is caused by the negligence of the indemnified Party.
- 5.3.3. If an indemnified Party is entitled to indemnification under this Article, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article to assume the defense of such a claim, such indemnified Party 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 Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party’s actual loss, net of any insurance or other recovery.
- 5.3.5. Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party 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 Party. If the defendants in any such action include one or more indemnified Parties and the indemnifying Party and if the indemnified Party reasonably concludes that there may be legal defenses available to it and/or other indemnified Party which are different from or additional to those available to the indemnifying Party, the indemnified Party 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 Party or indemnified Parties having such differing or additional legal defenses.
- 5.3.7. The indemnified Party 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 Party 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 Party and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified Party, 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 Party, which shall not be reasonably withheld, conditioned or delayed.

## **5.4. Force Majeure**

- 5.4.1. 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.
- 5.4.2. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event ("Affected Party") shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. No default shall exist where failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event. 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 Tariff that the Tariff does not permit the Parties to mutually waive.

## **5.5. Default**

- 5.5.1. Upon a default, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Article 5.5.2, the defaulting Party shall have forty-five (45) calendar days from receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within forty-five (45) calendar days, the defaulting Party shall commence such cure within twenty (20) calendar days after notice and continuously and diligently complete such cure within three (3) months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.
- 5.5.2. If a default is not cured as provided for in this Article 5.5, or if a default is not capable of being cured within the period provided for herein, or if Applicant is in default for failure to pay PGE per this Agreement and Applicant has failed to cure the default within five (5) business days of notice from PGE of the default, the non-defaulting Party shall have the right to terminate the Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates the Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity.

## **6. Insurance**

- 6.1. Pursuant to the Tariff, PGE may not require the Applicant to maintain general liability insurance in relation to the interconnection of a Community Solar Facility with an Electric Nameplate Capacity of 200 kW or less. With regard to the interconnection of a Community Solar Facility with a Nameplate Capacity equal to or less than 3 MW but in excess of 200 kW, the Applicant shall, at its own expense, maintain in force throughout the period of this Agreement general



liability insurance sufficient to protect any person (including PGE) who may be affected by the Applicant's Community Solar Facility and its operation and such insurance shall be sufficient to satisfy the Applicant's indemnification responsibilities under Article 5.3 of this Agreement.

- 6.2. Within ten (10) business 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) calendar days thereafter, the Applicant shall provide PGE 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 PGE, 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 Applicant'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 to 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.

## 7. Miscellaneous

- 7.1. **Governing Law, Dispute Resolution.** The validity, interpretation and enforcement of this 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. If a dispute related to this Agreement arises between the Parties, the Parties' representatives shall first attempt to resolve the dispute informally through negotiation and consultation. If the Parties are unable to resolve their differences through such negotiation and consultation, then either Party may seek to enforce its rights in a court or governmental agency with jurisdiction over the dispute; provided, however, that any dispute within the jurisdiction of the Commission shall first be brought before the Commission, and each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the initial jurisdiction of the Commission with respect to such dispute.
- 7.2. **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 Tariff and applicable Commission Orders and provisions of the laws of the State of Oregon.
- 7.3. **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.
- 7.4. **Waiver**

- 7.4.1. 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.
- 7.4.2. 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 Tariff.
- 7.4.3. 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, or duty of the Agreement. Any waiver of the Agreement shall, if requested, be provided in writing.
- 7.5. Entire Agreement.** The Interconnection Agreement, including its Attachments, constitutes the entire Agreement between the Parties with reference to the subject matter hereof and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under the Agreement.
- 7.6. Multiple Counterparts.** The Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 7.7. No Partnership.** The Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 7.8. Severability.** If any provision or portion of the Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority; (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of the Agreement shall remain in full force and effect.
- 7.9. Subcontractors.** Nothing in the Agreement shall prevent a Party from utilizing the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in the Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under the Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of the Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of such subcontractor.
- 7.9.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under the Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by the Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.
- 7.9.2. The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.
- 7.10. Reservation of Rights.** Either Party will have the right to make a unilateral filing with the Commission to modify the Interconnection Agreement. This reservation of rights provision includes but is not limited to modifications with respect to any rates, terms and conditions, charges, classification of service, rule or regulation 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.

**7.11. Survival.** Articles 3, 4, 5, 7 and 8 of this Agreement will survive the expiration or termination of this Agreement.

**8. Notices and Records.**

**8.1. General** Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement shall be deemed properly given (and notice deemed received) if: (i) delivered in person, (ii) sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) delivered by recognized national courier service, or (iv) forty-eight (48) hours after being sent by first class mail, postage prepaid, to the person specified below. Either Party may change its notice information specified below by giving the other Party written notice five (5) business days prior to the effective date of the change.

**If to the Applicant:**

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

**If to PGE:**

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

**8.2. Records.** PGE will maintain a record of all Interconnection Agreements and related Attachments for as long as the interconnection is in place as required by the Tariff. PGE will provide a copy of these records to the Applicant or Interconnection Customer within fifteen (15) business days after receipt of a written request.

**8.3. Billing and Payment.** Billings and payments shall be sent to the addresses set out below:

**If to the Applicant (complete if different than Article 9.1):**

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

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

**If to PGE (complete if different than Article 9.1):**

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**8.4. Designated Operating Representative.** The Parties will designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operations provisions of the Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities:

**Applicant's Operating Representative (complete if different than Article 9.1):**

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

**PGE's Operating Representative (complete if different than Article 9.1):**

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

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

**For the Applicant:**

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

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

Title (*if applicable*): \_\_\_\_\_

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

**For PGE:**

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

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

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

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

**Attachment A**

**Description and Costs of Minor Modifications, Interconnection Facilities,  
System Upgrades, and Adverse System Impacts  
And Metering Equipment Operated or Maintained by PGE**

Equipment, including the Community Solar Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Applicant or PGE.

**Attachment B**

**One-Line Diagram**

One-line diagram depicting the Community Solar Facility, Interconnection Facilities, metering equipment, and upgrades including safety lockout features and any special accessibility requirements.

**Attachment C**

**Scope of Work/Milestones**

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

Critical milestones and responsibilities as agreed to by the Parties:

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



**Attachment D**

**Additional Operating Requirements**

PGE will provide requirements that must be met by the Applicant prior to initiating parallel operation with the PGE's T&D System.

## COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT

THIS COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT (“Agreement”) entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is between \_\_\_\_\_, "Project Manager" and \_\_\_\_\_, an Oregon corporation acting in its regulated utility capacity, “Company.” (Project Manager and Company are referred to individually as a “Party” or collectively as the “Parties”).

### RECITALS

A. Project Manager intends to construct, own, operate and maintain a solar photovoltaic facility for the generation of electric power, including interconnection facilities, located in \_\_\_\_\_ [City, County, State] with a facility capacity rating of \_\_\_\_\_ - kilowatts (kW) as further described in Exhibit A and Exhibit B (“Facility”); and

B. Project Manager intends to commence delivery of Net Output under this Agreement, for the purpose of start-up testing, on \_\_\_\_\_, 20\_\_\_\_ (“Scheduled Initial Delivery Date”); and

C. Project Manager intends to operate the Facility as a Community Solar Program Project, commencing commercial operations on \_\_\_\_\_, 20\_\_\_\_ (“Scheduled Commercial Operation Date”).

D. Project Manager estimates that the average annual Net Output to be delivered by the Facility to Company is \_\_\_\_\_ kilowatt-hours (kWh); and

E. This Agreement is a Community Solar Program Purchase Agreement under the Oregon Community Solar Program implemented by the Oregon Public Utility Commission pursuant to ORS 757.386(2).

### AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

#### SECTION 1: DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings:

**Agreement** means this Community Solar Program Purchase Agreement.

**As-Available Rate** is the rate for purchase of a Program Project’s Unsubscribed Energy and is set forth in the Company’s Schedule 201.

**Certified Project** is a Community Solar Program Project that has been certified by the Oregon Public Utility Commission under OAR 860-088-0050 and in accordance with the Program Implementation Manual.

**Commercial Operation Date** means the date that the Facility is deemed by Company to be fully operational and reliable, which requires, among other things, that all of the following events have occurred:

- Company has received a certificate from a Licensed Professional Engineer stating (a) the facility capacity rating of the Facility at the anticipated Commercial Operation Date; and (b) that the

Facility is able to generate electric power reliably in amounts required by this Agreement and in accordance with all other terms and conditions of this Agreement;

(c) the Facility has completed start-up testing and commissioning; and (d) the Company has received written confirmation from the Company's business unit that administers the Generation Interconnection Agreement that, in accordance with the Generation Interconnection Agreement, all required interconnection facilities have been constructed, all required interconnection tests have been completed and the Facility is physically interconnected with Company's electric system.

**Community Solar Program** is the program established for the procurement of electricity from community solar projects pursuant to ORS 757.386(2).

**Energy** means the non-firm electric energy, expressed in kWh, generated by the Facility and delivered to the Company in accordance with the conditions of this Agreement.

**Generation Interconnection Agreement** means the generation interconnection agreement to be entered into separately between Project Manager and Company providing for the construction, operation, and maintenance of the Company's interconnection facilities required to accommodate deliveries of the Facility's Net Output.

**Licensed Professional Engineer** means a person acceptable to Company in its reasonable judgment who is licensed to practice engineering in the state of Oregon and is not an employee of Project Manager. Such Licensed Professional Engineer shall be licensed in an appropriate engineering discipline for the required certification being made.

**Losses** are the loss of electric energy occurring as a result of the transformation and transmission of electric energy from the Facility to the Point of Delivery.

**Net Output** means all energy produced by Facility, less Station Use and Losses, if any. For purposes of calculating payment under this Agreement, Net Output shall be the amount of energy flowing through the Point of Delivery less three percent (3%) for contingency reserves.

**Participant** means a customer of the Company that is either a subscriber or owner of the Facility.

**Point of Delivery** is the location where the Company's and Facility's electrical facilities are interconnected.

**Program Administrator** means the third-party directed by the Oregon Public Utility Commission to administer the Community Solar Program.

**Program Implementation Manual** means the manual of requirements applicable to the Project Manager, Company and Participants for the Community Solar Program adopted by the Oregon Public Utility Commission, as may be amended from time to time.

**Program Project** is one or more solar photovoltaic energy systems used to generate electric energy on behalf of Community Solar Program owners and subscribers and for which owners and subscribers receive credit on their electric bills.

**Project Manager** is the entity having responsibility for managing the operation of a Program Project, including the Facility, and contracting with the electric company that procures electricity from the Program Project.

**Prudent Electrical Practices** means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electric Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable law. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediately preceding sentence.

**PURPA** means the Public Utility Regulatory Policies Act of 1978.

**Qualifying Facility** is a solar photovoltaic facility that meets the PURPA criteria for qualification set forth in Subpart B of Part 292, Subchapter K, Chapter I, Title 18, of the Code of Federal Regulations.

**Station Use** is electric energy used to operate the Facility that is auxiliary to or directly related to the generation of electricity and which, but for the contemporaneous generation of electricity, would not be consumed by the Facility.

**Subscribed Energy** means the portions of the Energy generated by the Facility and delivered to the Point of Delivery for which the Project Manager has obtained a Participant and for which the Company must credit the Participant's electric bills.

**Unsubscribed Energy** means the portion of the Energy delivered to the Point of Delivery for which the Project Manager has no Participant and that is purchased by the Company at the As-Available Rate.

## **SECTION 2: TERM**

This Agreement shall become effective on \_\_\_\_\_ (“Effective Date”).

Except as otherwise provided herein, this Agreement shall terminate on \_\_\_\_\_.

## **SECTION 3: DELIVERY OF POWER AND COMPENSATION**

Commencing on the Commercial Operation Date, unless otherwise provided herein, Project Manager will transmit to the Company all Net Output and Company will accept all Net Output delivered to the Point of Delivery. Company is not obligated to purchase, receive, pay for, or pay any damages associated with, energy from the Facility not delivered to the Point of Delivery due to any of the following: (a) the Facility's interconnection is disconnected, suspended or interrupted, in whole or in part, consistent with the terms of the Generation Interconnection Agreement; (b) the general, non-discriminatory curtailment, reduction, or redispatch of generation in the area for any reason, even if such curtailment or redispatch directive is carried out by Company (but excluding curtailment of purchases for solely economic reasons unilaterally directed by Company); (c) the Facility's lack of integration or synchronization to the transmission system; or (d) a force majeure event.

Additionally, commencing on the Commercial Operation Date, Project Manager shall use commercially reasonable efforts to provide Company with a rolling seven-day generation forecast during the term of this Agreement.

Company will compensate the Project Manager for Unsubscribed Energy and the Participants for Subscribed Energy delivered to the Point of Delivery (“Net Output”) on a monthly basis.

For the portion of the monthly Net Output that is Subscribed Energy, Company will credit the electric bills of Participants to account for their proportionate share of the Net Output in accordance with the requirements of the Program Implementation Manual and data provided by the Program Administrator.

For the portion of the monthly Net Output that is Unsubscribed Energy that is delivered to Company by Project Manager from the Facility at the Point of Delivery, Company will pay the Project Manager the Company’s As-Available Rate for such quantity of delivered Unsubscribed Energy.

#### **SECTION 4: RENEWABLE ENERGY CREDITS**

Company waives any claim to ownership of any Renewable Energy Certificates that are issued by the Western Renewable Energy Generation Information System associated with the Facility's Net Output.

#### **SECTION 5: OPERATION AND CONTROL**

**Program Implementation Manual.** Both Parties shall comply with the requirements set forth in the Program Implementation Manual. Failure to comply with such Program Implementation Manual requirements shall be considered a material breach of this Agreement.

**Certification.** Project Manager shall maintain the Facility as a Certified Project at all times during the term of this Agreement. Failure to maintain the Facility as a Certified Project shall be considered a material breach of this Agreement.

**Qualifying Facility.** Project Manager shall maintain the Facility as a Qualifying Facility at all times during the term of this Agreement. Failure to maintain the Facility as a Qualifying Facility shall be considered a material breach of this Agreement.

**As-Built Supplement.** Upon completion of initial construction of the Facility, and upon any subsequent material modification of the Facility, Project Manager shall provide Company an as-built supplement to specify the actual Facility as built.

**Facility Operation.** Project Manager must operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, Prudent Electrical Practices and in accordance with the requirements of all applicable federal, state and local laws and the National Electric Safety Code as such laws and code may be amended from time to time. Company has no obligation to purchase Net Output from the Project Manager to the extent the interconnection between the Facility and the Company's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement.

**Facility Inspection.** Project Manager is solely responsible for the operation and maintenance of the Facility. Company shall have the right to inspect the Facility to confirm that the Project Manager is operating Facility in accordance with the provisions of this Agreement upon reasonable notice to Project Manager. Company shall not, by reason of its decision to inspect or not to inspect the Facility, or by any action or inaction taken with respect to any such inspection, assume or be held responsible for any liability or occurrence arising from the operation and maintenance by Project Manager of the Facility.

**Scheduled Outages.** Project Manager may cease operation of the entire Facility or individual units for maintenance or other purposes. Project Manager must exercise reasonable efforts to notify Company of planned outages at least ninety (90) days prior. Additionally, Project Manager must use commercially reasonable efforts to not plan outages during the months of December, January, February, July, August and September.

**Unplanned Outages.** In the event of an unscheduled outage or curtailment exceeding twenty-five (25) percent of the Facility capacity rating expected to last more than 48 hours, Project Manager must promptly notify Company of the unscheduled outage or curtailment, the time when such occurred or will occur, and the anticipated duration.

## **SECTION 6: METERING**

Company shall design, furnish, install, own, inspect, test, maintain and replace all metering equipment required pursuant to the Generation Interconnection Agreement.

Metering shall be performed at the location and in a manner consistent with this Agreement, the Generation Interconnection Agreement, and the requirements of the Community Solar Program. All quantities of energy purchased under this Agreement will be adjusted to account for electrical losses, if any, between the point of metering and the Point of Delivery, so that the purchased amount reflects the net amount of energy flowing into Company's system at the Point of Delivery.

Company shall periodically inspect, test, repair and replace the metering equipment as provided in the Generation Interconnection Agreement. If any of the inspections or tests discloses an error exceeding two percent (2%), either fast or slow, proper correction, based upon the inaccuracy found, will be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction will be made to the measurements taken during the time the metering equipment was in service since the last test in which the metering equipment was found to be accurate, but not exceeding three (3) months, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction in the meter records will be made in the next payment rendered following the repair of the meter.

## **SECTION 7: INSURANCE**

Prior to connection of the Facility to Company's electric system, Project Manager shall secure and continuously carry insurance in compliance with the requirements of this Section. Project Manager shall provide Company insurance certificate(s) confirming Project Manager's compliance with the insurance requirements hereunder. If requested by Company, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to Company.

Without limiting any liabilities or any other obligations of Project Manager under this Agreement, Project Manager shall secure and continuously carry with an insurance company or companies rated not lower than "A-/VII" by the A.M. Best Company commercial general liability insurance to include premises and operations, contractual liability, with a minimum single limit of \$1,000,000 each occurrence to protect against and from loss by reason of injury to persons or damage to property based upon and arising out of the activity under this Agreement.

The commercial general liability policy required herein shall include (a) provisions or endorsements naming Company, its board of directors, officers and employees as additional insureds, and (b) cross liability coverage so that the insurance applies separately to each insured against whom claim is made or suit is brought, even in instances where one insured claims against or sues another insured. In addition, unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against Company.

The commercial general liability policy required herein shall include provisions that such insurance is primary insurance with respect to the interests of Company and that any other insurance maintained by Company is excess and not contributory insurance with the insurance required hereunder, and provisions that such policies shall not be canceled or their limits of liability reduced without (a) ten (10) days prior written notice to Company if canceled for nonpayment of premium, or (b) thirty (30) days prior written notice to Company if canceled for any other reason.

Commercial general liability coverage written on a “claims-made” basis, if any, shall be specifically identified on the certificate, and Project Manager shall be maintained by Project Manager for a minimum period of five (5) years after the completion of this Agreement and for such other length of time necessary to cover liabilities arising out of the activities under this Agreement.

#### **SECTION 8: COMPUTATIONS**

No later than the second business day of each month, Company will transfer to the Program Administrator the data related to the amount of Net Output delivered to Company from the Facility for the month, measured in kWh.

#### **SECTION 9: COMPENSATION**

**Payment for Unsubscribed Energy.** No later than the 20<sup>th</sup> day of the month or ten (10) days after receiving kWh data from Program Administrator regarding the prior month’s Subscribed Energy amount and Unsubscribed Energy amount, whichever occurs later, Company will send to Program Administrator payment for Project Manager deliveries of Unsubscribed Energy to Company, together with computations supporting such payment. Company may offset any such payment to reflect amounts owing from Project Manager to Company pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the Parties.

**Corrections.** Company may adjust any payment made under this Agreement for Unsubscribed Energy or Subscribed Energy up to eighteen months following the date of original payment.

**Interest.** Any amounts owing after the due date thereof shall bear interest at the Prime Rate plus two percent (2%) from the date due until paid; provided, however, that the interest rate shall at no time exceed the maximum rate allowed by applicable law.

**Payment for Subscribed Energy.** Company will credit the electric bills of Participants for their proportionate shares of Subscribed Energy in accordance with the Program Implementation Manual and data provided by Program Administrator.

**Taxes.** Project Manager must pay or cause to be paid when due, or reimburse Company for, all existing and any new sales, use, excise, severance, ad valorem, and any other similar taxes, imposed or levied by any governmental authority on the energy, Net Output or any other attributes of the Facility up to and including, but not beyond, the Point of Delivery, regardless of whether such taxes are imposed on Company or Project Manager under applicable law. Company must pay or cause to be paid when due all such taxes imposed or levied by any governmental authority on the Net Output beyond the Point of Delivery, regardless of whether such taxes are imposed on Company or Project Manager under applicable law. In the event any taxes are imposed on a Party for which the other Party is responsible hereunder, the Party on which the taxes are imposed must promptly provide the other Party notice thereof and such other information as such Party may reasonably request with respect to any such taxes. Company and Project Manager agree that all Net Output being purchased under this Agreement by Company is for resale.

**Offset.** Company may offset any payment due to the Project Manager by amounts owing from the Project Manager pursuant to this Agreement and any other agreement between the Parties related to the Facility.



### SECTION 10: SUCCESSORS AND ASSIGNS

Neither Party may assign this Agreement without the consent of the other Party, which shall not be unreasonably withheld. This Agreement and all of the terms shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

### SECTION 11: NOTICES

All notices except as otherwise provided in this Agreement shall be in writing addressed to the addresses set forth below and shall be considered if delivered in person or when deposited in the U.S. Mail, postage prepared by certified or registered mail and return receipt requested.

If to Company:

\_\_\_\_\_  
\_\_\_\_\_

If to Project Manager:

\_\_\_\_\_  
\_\_\_\_\_

### SECTION 12: INDEMNIFICATION AND LIABILITY

**Project Manager's Indemnity.** Project Manager agrees to defend, indemnify and hold harmless Company, its directors, officers, employees, agents, and representatives against and from any and all claims resulting from, or arising out of or in any way connected with (i) Project Manager's performance hereunder, including the delivery of energy to and at the Point of Delivery; (ii) Project Manager's development, construction, ownership, operation, maintenance, or decommissioning of the Facility; (iii) the violation of any law, rule, order or regulation by Project Manager or any of its affiliates, or their respective employees, contractors or agents in connection with this Agreement; (iv) Project Manager's failure to perform any of Project Manager's obligations under this Agreement or the Required Facility Documents; (v) Project Manager's breach of any representation or warranty set forth in this Agreement; or (vi) Project Manager's negligence or willful misconduct in connection with this Agreement, except to the extent such claim is caused by breach of this Agreement or by the negligence or willful misconduct of Company, its directors, officers, employees, agents or representatives.

**Company's Indemnity.** Company agrees to defend, indemnify and hold harmless Project Manager, its directors, officers, agents, and representatives against and from any and all claims resulting from, or arising out of or in any way connected with (i) Company's receipt of Net Output under this Agreement after its delivery at the Point of Delivery; (ii) the violation of any law, rule, order or regulation by Company or any of its affiliates, or their respective employees, or agents in connection with this Agreement; (iii) Company's failure to perform any of Company's obligations under this Agreement; (iv) Company's breach of any representation or warranty set forth in this Agreement; or (v) Company's negligence or willful misconduct in connection with this Agreement, except to the extent such claim is caused by Project Manager's breach of this Agreement or by the negligence or willful misconduct of Project Manager, its directors, officers, employees, agents or representatives.

**No Dedication.** Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the status of Company as an independent public utility corporation or Project Manager as an independent person.

**Disclaimer of Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES UNDER OR IN RESPECT OF THIS AGREEMENT, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

### SECTION 13: TERMINATION

A Party may terminate this Agreement in the event of a failure of the other Party to perform any material covenant or obligation set forth in this Agreement, if the failure is not cured within thirty (30) days after the non-defaulting Party gives the defaulting Party notice of the default; provided that if such default is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within a sixty (60) day cure period, the defaulting Party will have such additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure, if, prior to the end of the thirty (30) day cure period the defaulting Party provides the non-defaulting Party a remediation plan, the non-defaulting Party approves such remediation plan in its reasonable discretion, and the defaulting Party promptly commences and diligently pursues the remediation plan.

### SECTION 14: GENERAL PROVISIONS

**Relationship of the Parties.** Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability between the Parties. If Project Manager includes two or more parties, each such Party shall be jointly and severally liable for Project Manager's obligations under this Agreement.

**No Third Party Beneficiaries.** This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement), it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

**Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the state of Oregon, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement is subject to the jurisdiction of those governmental agencies and courts having control over either Party or this Agreement. The Company's compliance with the terms of this contract is conditioned on Project Manager submitting to the public utility and to the Public Utility Commission of Oregon, before the date of initial operation, certified copies of all local, state, and federal licenses, permits, and other approvals required by law. Each Party hereby acknowledges that this Agreement and any dispute that arises under this Agreement is subject to the jurisdiction of the Oregon Public Utility Commission. If a dispute related to this Agreement arises between the Parties, the Parties' representatives shall first attempt to resolve the dispute informally through negotiation and consultation. If the Parties are unable to resolve their differences through such negotiation and consultation, any complaint, claim or action to resolve such dispute may be brought in a court or governmental agency with jurisdiction over the dispute.

**Severability.** If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of this Agreement shall remain in effect. If any terms are finally held or determined to be invalid, illegal or void, the Parties shall enter into negotiations, and seek guidance from the Program Administrator and the Oregon Public Utility Commission as necessary, concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any applicable law and the intent of the Parties, and the Community Solar Program.

**Effect of PURPA Repeal.** The repeal of PURPA shall result in the early termination of this Agreement.

**Waiver.** Any waiver at any time by either Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing, and such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

**Survival.** Notwithstanding termination of this Agreement, Company and Project Manager shall continue to be bound by the provisions of this Agreement which by their terms or by their nature shall survive such completion or termination.

**Entire Agreement; Amendments; Order of Precedence.** This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding Company's purchase of energy from the Facility. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by both Parties. If there is a conflict between the terms of this Agreement and the Program Implementation Manual or the terms of this Agreement and the rules for the Community Solar Program adopted by the Oregon Public Utility Commission, the terms of the Program Implementation Manual and the Oregon Public Utility Commission Community Solar Program rules, as applicable, shall apply and prevail.

**Project Release.** By executing this Agreement, Project Manager releases Company from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

**Rights and Remedies Cumulative.** Except as expressly set forth in this Agreement, the rights and remedies of the Parties provided in this Agreement and otherwise available at law or in equity are cumulative, such that the exercise of one or more rights or remedies shall not constitute a waiver of any other rights or remedies.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

**Portland General Electric Company**

By: \_\_\_\_\_

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

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

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

**Project Manager**

By: \_\_\_\_\_

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

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

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

