



JORDAN SCHOONOVER  
Direct (503) 290-3633  
jordan@mrg-law.com

September 26, 2024

**VIA E-MAIL TO**

Public Utility Commission of Oregon  
Filing Center  
201 High Street SE, Suite 100  
Salem, Oregon 97301-3398

**Re: Docket AR 659 - In the Matter of Rulemaking to Update Division 82 Small Generator Interconnection Rules and Division 39 Net Metering Rules.**

Attention Filing Center:

In accordance with Order No. 24-068, Portland General Electric (“PGE”) submits the attached revised Interconnection Agreement for Small Generator Facility (“Interconnection Agreement”). In Order No. 24-068, the Public Utility Commission of Oregon (“Commission”) adopted new rules and amendments to the existing Division 82 interconnection rules,<sup>1</sup> which govern interconnection of small generator facilities with a nameplate rating of 10 megawatts (“MW”) or less.<sup>2</sup> The Division 82 rules require use of a standard form interconnection agreement,<sup>3</sup> and the revised Interconnection Agreement implements the Commission’s changes to the Division 82 rules that affect the Interconnection Agreement.

The existing Interconnection Agreement was approved in docket AR 521, where the Commission directed the utilities to file proposed standard agreements to implement the Division 82 rules.<sup>4</sup> Thereafter, the Commission approved each of the utility’s standard Interconnection Agreements.<sup>5</sup>

Now, Order No. 24-068 necessitates five changes to the Interconnection Agreement. First, the Recitals have been updated to expand the definition of “small generator facility” to

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<sup>1</sup> *In the Matter of Rulemaking to Update Division 82 Small Generator Interconnection Rules and Division 39 Net Metering Rules*, Docket AR 659, Order No. 24-068 at 1 (Mar. 8, 2024).

<sup>2</sup> OAR 860-082-0005(1).

<sup>3</sup> OAR 860-082-0015(18) requires that an “Interconnection agreement” follow “the standard form agreement developed by the public utility and filed with the Commission.”

<sup>4</sup> *In the Matter of a Rulemaking to Adopt Rules Related to Small Generator Interconnection*, Docket AR 521, Order No. 09-196 at 3 (Jun. 8, 2009).

<sup>5</sup> Docket AR 521, Order No. 09-350 at App. A – C (Sept. 8, 2009).

align with the definition found in OAR 860-082-0015(43). The added language is reflected in bold:

Whereas, the Applicant is proposing to develop a \_\_\_\_\_ MW Small Generator Facility, or to add generating capacity to an existing Small Generator Facility, **develop a Storage Facility, or add a Storage Facility to an existing Small Generator Facility, collectively referred to as the “Small Generator Facility”**, consistent with the Application completed on \_\_\_\_\_;

Second, references to IEEE Standard 1547 in Articles 1.4.2, 1.7, and 2.1 have been updated to reflect the latest version, IEEE 1547-2018, as required by OAR 860-082-0030(1).

Third, a rule reference in Article 2.2 has been updated to reflect the revised numbering in Division 82.<sup>6</sup>

Fourth, Article 3.2 was revised to implement the revised rule regarding the term of the Interconnection Agreement, which now provides the option for the term to match the term of any Power Purchase Agreement between the interconnection customer and the utility.<sup>7</sup> The Interconnection Agreement now provides for a 20-year term but explains the alternative options in a new Note to Draft:

The Agreement will be effective on the Effective Date and will remain in effect for a period of twenty (20) years<sup>8</sup> ~~or the life of the Power Purchase Agreement, whichever is shorter or a period mutually agreed to by Parties,~~ unless terminated earlier by the default or voluntary termination by the Applicant or by action of the Commission.

Fifth, the revised Interconnection Agreement contains three new attachments to confirm the agreed-upon nameplate rating and capture the new export capacity concept and smart inverter settings contained in the new rules.<sup>9</sup>

The revised Interconnection Agreement also contains minor wording and punctuation corrections.

The proposed changes discussed above are limited to those necessary to implement the new rules and do not reflect all changes PGE would propose if the Commission were to undertake a

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<sup>6</sup> The reference to OAR 860-082-0020 regarding right of access was updated to refer to OAR 860-082-0030(5).

<sup>7</sup> OAR 860-082-0030(3).

<sup>8</sup> [Note to Draft: Applicants may request a shorter term. For Applicants with a power purchase agreement (PPA) with PGE, the term of the Agreement should be the same as the term of the PPA and may be longer than 20 years.]

<sup>9</sup> OAR 860-082-0015(11) (export capacity definition); OAR 860-082-0030(1)(c) (requiring utilities to have preferred default inverter settings).

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broader review of the Interconnection Agreement. PGE respectfully requests prompt approval of this revised Interconnection Agreement because PGE anticipates that it will need to provide four Interconnection Agreements that comply with the applicable rules to small generators in October and November.

Please contact this office with any questions.



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Jordan R. Schoonover  
McDowell Rackner Gibson PC  
419 SW 11<sup>th</sup> Ave., Suite 400  
Portland, OR 97205  
Email: [jordan@mrg-law.com](mailto:jordan@mrg-law.com)  
Telephone: (503) 290-3633

Attorney for Portland General Electric Company

Portland General Electric Company

Revised Interconnection Agreement for  
Small Generator Facility Tier 1, Tier 2,  
Tier 3 or Tier 4 Interconnection

REDLINED VERSION



## Interconnection Agreement for Small Generator Facility Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection

(Small Generator Facilities with Electric Nameplate **Capacities-Ratings** of 10 MW or Less)

This Interconnection Agreement (sometimes also referred to as “Agreement”) is made and entered into this {CurrentDate} by and between {data: Legal Agreement Name}, {data: Legal Entity X}, (“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.”

### Recitals:

**Whereas**, the Applicant is proposing to develop a {data: Total On-Site Generation Capacity (MW) field} MW Small Generator Facility, or to add generating capacity to an existing Small Generator Facility, develop a Storage Facility, or add a Storage Facility to an existing Small Generator Facility, collectively referred to as the “Small Generator Facility”, consistent with the Application completed on {data: Date Application Complete};

**Whereas**, the Applicant desires to interconnect the Small Generator Facility with PGE’s Transmission and Distribution System (T&D System); and

**Whereas**, the Agreement shall be used for all approved Tier 1, Tier 2, Tier 3 and Tier 4 Interconnection Applications according to the procedures set forth in OPUC Rule OAR 860, Division 082 (Rule). Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule and, to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

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

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

#### **1.1 Scope**

The Agreement establishes standard terms and conditions approved by the Commission under which the Small Generator Facility with a Nameplate **Capacity-Rating** of 10 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 the Rule.

#### **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 the Interconnection Agreement is intended to affect any other agreement between PGE and the Applicant or another Interconnection Customer. However, in the event that the provisions of the Agreement are in conflict with the provisions of other PGE tariffs, PGE tariff shall control.

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

- 1.4.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws.
- 1.4.2 The Applicant will construct, own, operate, and maintain its Small Generator Facility in accordance with the Agreement, IEEE Standard 1547-2018, 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 Rule.

### **1.5 Parallel Operation and Maintenance Obligations**

Once the Small Generator Facility has been authorized to commence Parallel Operation by execution of the Interconnection Agreement, the Applicant will abide by all written provisions for operating and maintenance as required by the Rule and detailed by PGE in Form 7, title "**Interconnection Equipment As Built -Specifications, Initial Settings and Operating Requirements**" a copy of which is provided on PGE's website.

### **1.6 Metering and Monitoring**

The Applicant will be responsible for metering and monitoring as required by OAR 860-082-0070.

### **1.7 Power Quality**

The Applicant will design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection that meets the requirements set forth in IEEE 1547-2018. 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 Rule. Under no circumstances shall these additional requirements for voltage or reactive power support exceed the normal operating capabilities of the Small Generator Facility. 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.

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

**2.1      Equipment Testing and Inspection**

The Applicant will test and inspect its Small Generator Facility Facilities prior to interconnection in accordance with IEEE 1547-~~2018~~ Standards as provided for in the Rule. The Interconnection will not be final until the Witness Test and Certificate of Completion provisions in the Rule have been satisfied. Operation of the Small Generator Facility requires an—Interconnection Agreement; electricity sales require a Power Purchase Agreement.—To the extent that the Applicant decides to conduct interim testing of the Small Generator Facility prior to the Witness Test, it may request that PGE observe these tests and that these tests be deleted from the final Witness Test. If PGE agrees to send qualified personnel to the Small Generator Facility to observe such interim testing, it will be doing so at its own expense unless the Parties agree otherwise.

**2.2      Right of Access**

As provided in OAR 860-082-~~00200030(5)~~, PGE will have access to the Applicant’s premises for any reasonable purpose in connection with the Interconnection Application and any Interconnection Agreement that is entered in to pursuant to this Rule or if necessary to meet the legal obligation to provide service to its customers. Access will be requested at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition.

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

**3.1      Effective Date**

The Agreement shall become effective upon execution by the Parties.

**3.2      Term of Agreement**

The Agreement will be effective on the Effective Date and will remain in effect for a period of twenty (20) years<sup>1</sup> ~~or the life of the Power Purchase Agreement, whichever is shorter or a period mutually agreed to by Parties,~~ unless terminated earlier by the default or voluntary termination by the Applicant or by action of the Commission.

**3.3      Termination**

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

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

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

3.3.3      The Commission may order termination of this Agreement.

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<sup>1</sup> [Note to Draft: Applicants may request a shorter term. For Applicants with a power purchase agreement (PPA) with PGE, the term of the Agreement should be the same as the term of the PPA and may be longer than 20 years.]

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

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

### **3.4 Temporary Disconnection**

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

3.4.1 Under emergency conditions, PGE or the Applicant may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility. PGE shall notify the Applicant promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Small Generator Facility operation. The Applicant will notify 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 For routine Maintenance, Parties will make reasonable efforts to provide five (5) business ~~days~~notice prior to interruption caused by routine maintenance or construction and repair to the Small Generator Facility or PGE's T&D system and shall use reasonable efforts to coordinate such interruption.

3.4.3 For Forced outages of the T&D System, PGE shall use reasonable efforts to provide the Applicant with prior notice of forced outages to effect immediate repairs to the T&D System. If prior notice is not given, PGE shall, upon request, provide the Applicant written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 For disruption or deterioration of service, where PGE determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generator Facility could cause damage to PGE's T&D System, PGE may disconnect the Small Generator Facility. PGE will provide the Applicant upon request all supporting documentation used to reach the decision to disconnect. PGE may disconnect the Small Generator Facility if, after receipt of the notice, the Applicant fails to remedy the adverse operating effect within a reasonable time which shall be at least five (5) business days from the date the Applicant receives PGE's written notice supporting the decision to disconnect, unless emergency conditions exist, in which case the provisions of 3.4.1 of the Agreement apply.



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

### **3.5 Restoration of Interconnection**

The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and PGE's T&D System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to ~~section~~Section 3.4.

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

The Applicant is responsible for the application fee and for such facilities, equipment, modifications and upgrades as required in 860-082-0035.

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

Modifications to the existing T&D System identified by PGE and set forth in Attachment CA, such as changing meters, fuses or relay settings, are deemed Minor Modifications. It is PGE's sole discretion to decide what constitutes a Minor Modification. The Applicant will bear the costs of making such Minor Modifications as may be necessary to gain approval of an Application.

### **4.2 Interconnection Facilities**

PGE will identify, under the study procedures of an Application review, the Interconnection Facilities necessary to safely interconnect the Small Generator Facility with PGE. Attachment CA itemizes the Interconnection Facilities for the Applicant, including the cost of the facilities and the time required to build and install those facilities. The Applicant is responsible for the cost of the Interconnection Facilities.

### **4.3 Interconnection Equipment**

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

### **4.4 System Upgrades**

PGE will design, procure, construct, install, and own any System Upgrades. The actual cost of the System Upgrades, including overheads, is set forth in Attachment CA and will be directly assigned to the Applicant. An Applicant may be entitled to financial compensation from other PGE Interconnection Customers who, in the future, benefit from the System Upgrades paid for by the Applicant. 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 Adverse System Impacts on any Affected Systems and for determining what mitigation activities or upgrades may be required to accommodate a

Small Generator Facility. The actual cost of any actions taken to address the Adverse System Impacts, including overheads, shall be directly assigned to the Applicant. The Applicant may be entitled to financial compensation from other public utilities or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Applicant, to the extent as allowed by the Commission. Adverse System Impacts are set forth in Attachment CA.

#### **4.6 Billings**

PGE may require a deposit of not more than 50% of the cost estimate, not to exceed \$1,000, to be paid up front by the Applicant for studies necessary to complete an Application and to interconnect the Small Generator Facility to the T&D System. PGE may require a deposit of no more than 25% of the estimated costs, not to exceed \$10,000, for Interconnection Facilities necessary to complete an Application and to interconnect the Small Generator Facility to the T&D System. Progress billing, final billing and payment schedules must be agreed to by Parties prior to commencing work.

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

#### **5.1 Assignment**

The Interconnection Agreement may be assigned by either Party upon fifteen (15) business days prior written notice. Except as provided in Article Sections 5.1.1 and 5.1.2, said assignment shall only be valid upon the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

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

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

5.1.3 Any attempted assignment that violates this Article-Section 5.1 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the Applicant.

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

A Party is liable for any loss, cost claim, injury, or expense including reasonable attorney's fees related to or arising from any act or omission in its performance of the provisions of an Interconnection Agreement entered into pursuant to the Rule except as provided for in ORS

757.300(4)(c). Neither Party will seek redress from the other Party in an amount greater than the amount of direct damage actually incurred.

### 5.3 Indemnity

- 5.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of the Agreement. Liability under this provision is exempt from the general limitations on liability found in [ArticleSection 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 person is entitled to indemnification under this [ArticleSection 5.3](#) as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this [ArticleSection 5.3](#), to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this [ArticleSection 5.3](#), the amount owing to the indemnified person shall be the amount of such indemnified person’s actual loss, net of any insurance or other recovery.
- 5.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this [ArticleSection 5.3](#) may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party’s indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 5.3.6 The indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying Party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying Party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only

be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.

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

#### **5.4 Consequential Damages**

Neither Party shall be liable to the other Party, under any provision of the Agreement, for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

#### **5.5 Force Majeure**

- 5.5.1 As used in this Agreement, a Force Majeure Event shall mean “any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.”

- 5.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than

the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by Rule that the Rule does not permit the Parties to mutually waive.

## 5.6 Default

- 5.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a default, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in ~~Article~~Section 5.6.2, the defaulting Party shall have sixty (60) calendar days from receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within sixty 60 calendar days, the defaulting Party shall commence such cure within twenty (20) calendar days after notice and continuously and diligently complete such cure within six (6) months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.
- 5.6.2 If a default is not cured as provided for in this ~~Article~~Section 5.6, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate the Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates the Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Alternately, the non-defaulting Party shall have the right to seek dispute resolution pursuant to Article 7 with the Commission in lieu of default. The provisions of this ~~Article-Section 5.6~~ will survive termination of the Agreement.

## Article 6. Insurance

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

- 6.1 Pursuant to the Rule adopted by the Commission, PGE may not require the Applicant to maintain general liability insurance in relation to the interconnection of a Small Generator Facility with an Electric Nameplate ~~Capacity Rating~~ of 200 kW or less. With regard to the interconnection of a Small Generator Facility with an Electric Nameplate ~~Capacity Rating~~ equal to or less than 10 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 Small Generator Facility and its operation and such insurance shall be sufficient to satisfy the Applicant's indemnification responsibilities under ~~Article~~Section 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 ~~there after~~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 by the Parties.
- 6.4 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.
- 6.5 The requirements contained herein as to insurance are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

**Article 7.     **Dispute Resolution****

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

**Article 8.     **Miscellaneous****

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

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

**8.2     **Amendment****

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

**8.3 No Third-Party Beneficiaries**

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

**8.4 Waiver**

8.4.1 The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

8.4.2 The Parties may agree to mutually waive a section of this Agreement so long as prior Commission approval of the waiver is not required by the Rule.

8.4.3 Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of the Agreement. Any waiver of the Agreement shall, if requested, be provided in writing.

**8.5 Entire Agreement**

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

**8.6 Multiple Counterparts**

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

**8.7 No Partnership**

The Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**8.8 Severability**

If any provision or portion of the Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority; (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of the

Agreement shall remain in full force and effect.

**8.9 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.

8.9.1 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.

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

**8.10 Reservation of Rights**

Either Party will have the right to make a unilateral filing with the Commission to modify the Interconnection Agreement. This reservation of rights provision ~~will~~ includes but is not limited to modifications with respect to any rates terms and conditions, charges, classification of service, rule or regulation under tariff rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

**Article 9. Notices and Records**

**9.1 General**

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

**If to the Applicant:**

Applicant: \_\_\_\_\_ {full name: IA General Contact}

Attention: \_\_\_\_\_ {data: IA General Contact ATTN}

Address: \_\_\_\_\_ {data: IA General Contact Line 1}; {data: IA General Contact Line 2}

City: \_\_\_\_\_ {data: IA General Contact City} State: \_\_\_\_\_ IA Zip: \_\_\_\_\_ {data: IA General}



{data: Project Name}

{data: Queue Number}

	General Contact State}	Contact Zip Code}
Phone:	{data: IA General Contact Phone}	
Fax:	{data: IA General Contact Fax}	
E-mail:	{data: IA General Contact Email}	

**If to PGE:**

Attention:	Small Power Production		
Address:	121 SW Salmon St., <u>IOC2215A3WTC0402</u>		
City:	Portland	State:	OR
		Zip:	97204
Phone:	(503) 464-8300		
Fax:	(503) 464-2115		
E-mail:	small.powerproduction@pgn.com		

**9.2 Records**

PGE will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by OAR 860-082-065. PGE will provide a copy of these records to the Applicant within fifteen (15) business days if a request is made in writing.

**9.3 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:	{full name: IA Billing Contact}		
Attention:	{data: IA Billing Contact ATTN}		
Address:	{data: IA Billing Contact Line 1}; {data: IA Billing Contact Line 2}		
	{data: IA General Contact City}	State:	{data: IA General Contact State}
City:	{data: IA Billing Contact City}	Zip:	{data: IA General Contact Code}
Phone:	{data: IA Billing Contact Phone}		
Fax:	{data: IA Billing Contact Fax}		
E-mail:	{data: IA Billing Contact Email}		

{data: Project Name}

{data: Queue Number}

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

Attention: Small Power Production

Address: 121 SW Salmon St., [IOC2215A3WTC0402](#)

City: Portland State: OR Zip: 97204

**9.4 Designated Operating Representative**

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

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

Applicant: {full\_name: Designated Operating Representative Contact}

Attention: {data: Designated Operating Representative Contact ATTN}

Address: {data: Designated Operating Representative Contact Line 1};  
{data: Designated Operating Representative Contact Line 2}

City: {data: Designated Operating Representative Contact City} State: {data: Designated Operating Representative Contact State} Zip: {data: Designated Operating Representative Contact Zip Code}

Phone: {data: Designated Operating Representative Contact Phone}

Fax: {data: Designated Operating Representative Contact Fax}

E-mail: {data: Designated Operating Representative Contact Email}

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

Attention: Small Power Production

Address: 121 SW Salmon St., [IOC2215A3WTC0402](#)

City: Portland State: OR Zip: 97204

Phone: (503) 464-8300

Fax: (503) 464-2115

E-mail: small.powerproduction@pgn.com

**9.5 Changes to the Notice Information**

Either Party may change this notice information by giving five (5) business days written notice prior to the effective date of the change.

{data: Project Name}

{data: Queue Number}

**Article 10. Signatures**

**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**

**Nameplate Rating for the Facility**

The Applicant has proposed and Portland General Electric has reviewed and approved a generation and/or storage facility to be interconnected to the distribution system at:

Location: {data: Latitude}, {data: Longitude}

PGE has approved a facility with the following capacity specifications:

1. Generation Facility Details:
2. Total Generator Capacity (kW):
3. Total Energy Storage Capacity (kW AC):

**Attachment B**

**Required Inverter Settings for the Facility**

The Applicant has proposed, and Portland General Electric has reviewed and approved a generation and/or storage facility to be interconnected to the distribution system at:

Location: {data: Latitude}, {data: Longitude}

The facility has been approved to interconnect using the specific settings described below.

<u>Parameter</u>	<u>PGE Recommended Setting</u>	<u>Approved Setting</u>
<u>Limit Active Power Enabled</u>	<u>DISABLED</u>	
<u>Maximum Active Power</u>	<u>1</u>	
<u>Permit Service Enabled</u>	<u>ENABLED</u>	
<u>ES Voltage Low Setting</u>	<u>0.917</u>	
<u>ES Voltage High Setting</u>	<u>1.05</u>	
<u>ES Frequency Low Setting</u>	<u>59.5</u>	
<u>ES Frequency High Setting</u>	<u>60.1</u>	
<u>ES Delay Setting</u>	<u>300</u>	
<u>ES Randomized Delay</u>	<u>0</u>	
<u>ES Ramp Rate Setting</u>	<u>300</u>	
<u>Constant Power Factor Mode</u>	<u>DISABLED</u>	
<u>Constant Power Factor Excitation</u>	<u>ABS</u>	
<u>Constant Power Factor Absorbing Setting</u>	<u>1</u>	
<u>Constant Var Control Mode Enable</u>	<u>DISABLED</u>	
<u>Constant Reactive Power Setting</u>	<u>0</u>	
<u>Voltage-Reactive Power Mode Enable</u>	<u>ENABLED</u>	
<u>Vref Per Unit based on AC Voltage Nominal Rating Setting</u>	<u>1</u>	
<u>Autonomous Vref Adjustment Enable Setting</u>	<u>DISABLED</u>	
<u>Vref Adjustment Time Setting</u>	<u>300</u>	
<u>Q(V) Curve Point V2 Setting</u>	<u>0.98</u>	
<u>Q(V) Curve Point Q2 Setting</u>	<u>0</u>	
<u>Q(V) Curve Point V3 Setting</u>	<u>1.02</u>	
<u>Q(V) Curve Point Q3 Setting</u>	<u>0</u>	
<u>Q(V) Curve Point V1 Setting</u>	<u>0.92</u>	
<u>Q(V) Curve Point Q1 Setting</u>	<u>0.44</u>	
<u>Q(V) Curve Point V4 Setting</u>	<u>1.08</u>	
<u>Q(V) Curve Point Q4 Setting</u>	<u>-0.44</u>	

{data: Project Name}

{data: Queue Number}

<u>Q(V) Open Loop Response Time Setting</u>	<u>5</u>	
<u>Active Power Reactive Power Mode Enable</u>	<u>DISABLED</u>	
<u>Q(P) Curve Point P3 (gen) Setting</u>	<u>1</u>	
<u>Q(P) Curve Point P2 (gen) Setting</u>	<u>0.5</u>	
<u>Q(P) Curve Point P1 (gen) Setting</u>	<u>0.2</u>	
<u>Q(P) Curve Point P'1 (load) Setting</u>	<u>-0.2</u>	
<u>Q(P) Curve Point P'2 (load) Setting</u>	<u>-0.5</u>	
<u>Q(P) Curve Point P'3 (load) Setting</u>	<u>-1</u>	
<u>Q(P) Curve Point Q3 (gen) Setting</u>	<u>-0.44</u>	
<u>Q(P) Curve Point Q2 (gen) Setting</u>	<u>0</u>	
<u>Q(P) Curve Point Q1 (gen) Setting</u>	<u>0</u>	
<u>Q(P) Curve Point Q'1 (load) Setting</u>	<u>0</u>	
<u>Q(P) Curve Point Q'2 (load) Setting</u>	<u>0</u>	
<u>Q(P) Curve Point Q'3 (load) Setting</u>	<u>0.44</u>	
<u>Voltage-Active Power Mode Enable</u>	<u>ENABLED</u>	
<u>P(V) Curve Point V1 Setting</u>	<u>1.06</u>	
<u>P(V) Curve Point P1 Setting</u>	<u>1</u>	
<u>P(V) Curve Point V2 Setting</u>	<u>1.1</u>	
<u>P(V) Curve Point P2 Setting</u>	<u>0</u>	
<u>Volt-Watt Open Loop Response Time Setting</u>	<u>10</u>	
<u>HV Trip Curve Point OV2 Setting</u>	<u>1.2</u>	
<u>HV Trip Curve Point OV2 DURATION Setting</u>	<u>0.16</u>	
<u>HV Trip Curve Point OV1 Setting</u>	<u>1.1</u>	
<u>HV Trip Curve Point OV1 DURATION Setting</u>	<u>13</u>	
<u>LV Curve Trip Point UV1 Setting</u>	<u>0.88</u>	
<u>LV Curve Trip Point UV1 DURATION Setting</u>	<u>21</u>	
<u>LV Curve Trip Point UV2 Setting</u>	<u>0.5</u>	

{data: Project Name}

{data: Queue Number}

<u>LV Curve Trip Point UV2 DURATION Setting</u>	<u>2</u>	
<u>OF Curve Trip Point OF2 MAGNITUDE Setting</u>	<u>62</u>	
<u>OF Curve Trip Point OF2 DURATION Setting</u>	<u>0.16</u>	
<u>OF Curve Trip Point OF1 MAGNITUDE Setting</u>	<u>61.2</u>	
<u>OF Curve Trip Point OF1 DURATION Setting</u>	<u>300</u>	
<u>UF Curve Trip Point UF1 MAGNITUDE Setting</u>	<u>58.5</u>	
<u>UF Curve Trip Point UF1 DURATION Setting</u>	<u>300</u>	
<u>UF Curve Trip Point UF2 MAGNITUDE Setting</u>	<u>56.5</u>	
<u>UF Curve Trip Point UF2 DURATION Setting</u>	<u>0.16</u>	
<u>Overfrequency Droop dbOF Setting</u>	<u>0.036</u>	
<u>Underfrequency Droop dbUF Setting</u>	<u>0.036</u>	
<u>Overfrequency Droop kOF Setting</u>	<u>0.05</u>	
<u>Underfrequency Droop kUF Setting</u>	<u>0.05</u>	
<u>P(f) Open Loop Response Time Setting</u>	<u>5</u>	
<u>High-Voltage Momentary Cessation Threshold Voltage</u>	<u>1.1</u>	
<u>Low-Voltage Momentary Cessation Threshold Voltage</u>	<u>0.5</u>	

PGE can require that facilities demonstrate that the inverters are programmed with the agreed upon settings package.

**Attachment AC**

**Description and Costs of Minor Modifications, Interconnection Facilities,  
System Upgrades, and Adverse System Impacts**

The following System Upgrades are required to interconnect the {data: Total On-Site Generation Capacity (kW)}MW generation facility:

Below is PGE’s non-binding good faith estimate for the work outlined above.

<b>New Primary Service and Metering Package</b>	<b>\$0.00</b>
<b>Distribution Requirements</b> (Regulator set point change and electronic reclosers)	<b>\$0.00</b>
<b>Substation Requirements</b> (Work in substation to facilitate Transfer Trip)	<b>\$0.00</b>
<b>Communications Modifications</b> (Fiber for Transfer Trip and Final Terminations)	<b>\$0.00</b>
<b>Total</b>	<b>\$0.00</b>



**Attachment DB**

**Description of Interconnection Facilities  
and Metering Equipment Operated or Maintained by PGE**

PGE will only own the following interconnection equipment at the site:

- Primary voltage service conductors from PGE's area feeder circuit to the termination point in PV plant's switchgear, and
- Metering equipment (Meter, potential transformers, current transformers and associated wiring) that will be installed in the applicant-supplied switchgear.

Periodic maintenance of PGE owned equipment will be needed to ensure accuracy and function. The maintenance will occur on a regular cycle and be set forth by PGE. If at any time the equipment is damaged, the Applicant, or any subsequent assignees of this Agreement, may be held responsible for all associated costs. If at any point, the Applicant wishes to make any changes to the Interconnection Facilities that require PGE personnel or equipment, the Applicant is responsible for all associated costs.

The Applicant shall pay for the cost of the Interconnection Facilities itemized in this Agreement as well as engineering, procurement, construction, and commissioning costs of PGE provided interconnection facilities and distribution upgrades contemplated by this Agreement. The cost set forth herein is 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.

PGE will not perform services under this Agreement until payments are received by PGE as set forth under this Agreement. Applicant will be in default per Section 5.6 of the Agreement if PGE does not receive payment of any sum due to PGE as outlined in Attachment **FD**.

The Applicant will acquire all necessary property rights and permits for the construction of the required facilities as well as distribution line easements (meeting PGE requirements), including easements for PGE's owned underground cable route for the new service.

**Attachment EC**

**One-Line Diagram**

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

To be filled in with as-built drawings upon project completion.

**Attachment FD**

**Scope of Work/Milestones**

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

Critical milestones and responsibility as agreed to by the Parties:

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

\* During the engineering of the communication scheme additional costs or time may be incurred should the existing utility poles need to be replaced or modified to accommodate the fiber optic line.

PGE does not guarantee completion of any project on a targeted date as the schedule is dependent on a number of variables, including but not limited to, construction of other potential interconnection projects.

Notwithstanding any other language in the Agreement, payment is due on the date specified above. Payments are due without prior notice or demand.

{data: Project Name}

{data: Queue Number}

**Attachment GE**

**Additional Operating Requirements**

No additional operating requirements have been placed on {data: Project Name} beyond requirements listed in PGE's Distribution Interconnection Standards (located at [https://www.oasis.oati.com/woa/docs/PGE/PGEdocs/PGE\\_Distribution\\_Interconnection\\_Standards.pdf](https://www.oasis.oati.com/woa/docs/PGE/PGEdocs/PGE_Distribution_Interconnection_Standards.pdf)).

**Attachment H**

**Limited Export Capacity for the Facility**

The Applicant has proposed and Portland General Electric has reviewed and approved a generation and/or storage facility to be interconnected to the distribution system at:

Location: {data: Latitude}, {data: Longitude}

The Applicant has proposed to limit the export from the facility to an amount lower than the Maximum Nameplate Export Capacity to a level captured below as the Proposed Maximum Export Capacity. The project will ensure that the Proposed Maximum Export Capacity is not exceeded. PGE has used the Proposed Maximum Export Capacity to evaluate the impacts of the facility to the distribution system. As such PGE will monitor the performance from the system to ensure it does not export beyond the approved capacity. The Applicant will be liable for any damage caused to the distribution system or other customers if the system exports beyond the Proposed Maximum Export Capacity.

Proposed Maximum Export Capacity (kW AC): {data: Proposed Export Capacity (MW) (AC) field}

Portland General Electric Company

Revised Interconnection Agreement for  
Small Generator Facility Tier 1, Tier 2,  
Tier 3 or Tier 4 Interconnection

CLEAN VERSION



## Interconnection Agreement for Small Generator Facility Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection

(Small Generator Facilities with Electric Nameplate Ratings of 10 MW or Less)

This Interconnection Agreement (sometimes also referred to as “Agreement”) is made and entered into this {CurrentDate} by and between {data: Legal Agreement Name}, {data: Legal Entity X}, (“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.”

### Recitals:

**Whereas**, the Applicant is proposing to develop a {data: Total On-Site Generation Capacity (MW) field} MW Small Generator Facility, or to add generating capacity to an existing Small Generator Facility, develop a Storage Facility, or add a Storage Facility to an existing Small Generator Facility, collectively referred to as the “Small Generator Facility”, consistent with the Application completed on {data: Date Application Complete};

**Whereas**, the Applicant desires to interconnect the Small Generator Facility with PGE’s Transmission and Distribution System (T&D System); and

**Whereas**, the Agreement shall be used for all approved Tier 1, Tier 2, Tier 3 and Tier 4 Interconnection Applications according to the procedures set forth in OPUC Rule OAR 860, Division 082 (Rule). Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule and, to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

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

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

#### **1.1 Scope**

The Agreement establishes standard terms and conditions approved by the Commission under which the Small Generator Facility with a Nameplate Rating of 10 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 the Rule.

#### **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 the Interconnection Agreement is intended to affect any other agreement between PGE and the Applicant or another Interconnection Customer. However, in the event that the provisions of the Agreement are in conflict with the provisions of other PGE tariffs, PGE tariff shall control.

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

- 1.4.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws.
- 1.4.2 The Applicant will construct, own, operate, and maintain its Small Generator Facility in accordance with the Agreement, IEEE Standard 1547-2018, 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 Rule.

### **1.5 Parallel Operation and Maintenance Obligations**

Once the Small Generator Facility has been authorized to commence Parallel Operation by execution of the Interconnection Agreement, the Applicant will abide by all written provisions for operating and maintenance as required by the Rule and detailed by PGE in Form 7, title "**Interconnection Equipment As Built Specifications, Initial Settings and Operating Requirements**" a copy of which is provided on PGE's website.

### **1.6 Metering and Monitoring**

The Applicant will be responsible for metering and monitoring as required by OAR 860-082-0070.

### **1.7 Power Quality**

The Applicant will design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection that meets the requirements set forth in IEEE 1547-2018. 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 Rule. Under no circumstances shall these additional requirements for voltage or reactive power support exceed the normal operating capabilities of the Small Generator Facility. 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.



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

**2.1      Equipment Testing and Inspection**

The Applicant will test and inspect its Small Generator Facility Facilities prior to interconnection in accordance with IEEE 1547-2018 Standards as provided for in the Rule. The Interconnection will not be final until the Witness Test and Certificate of Completion provisions in the Rule have been satisfied. Operation of the Small Generator Facility requires an—Interconnection Agreement; electricity sales require a Power Purchase Agreement.—To the extent that the Applicant decides to conduct interim testing of the Small Generator Facility prior to the Witness Test, it may request that PGE observe these tests and that these tests be deleted from the final Witness Test. If PGE agrees to send qualified personnel to the Small Generator Facility to observe such interim testing, it will be doing so at its own expense unless the Parties agree otherwise.

**2.2      Right of Access**

As provided in OAR 860-082-0030(5), PGE will have access to the Applicant’s premises for any reasonable purpose in connection with the Interconnection Application and any Interconnection Agreement that is entered in to pursuant to this Rule or if necessary to meet the legal obligation to provide service to its customers. Access will be requested at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition.

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

**3.1      Effective Date**

The Agreement shall become effective upon execution by the Parties.

**3.2      Term of Agreement**

The Agreement will be effective on the Effective Date and will remain in effect for a period of twenty (20) years<sup>1</sup> unless terminated earlier by the default or voluntary termination by the Applicant or by action of the Commission.

**3.3      Termination**

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

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

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

3.3.3    The Commission may order termination of this Agreement.

---

<sup>1</sup> [Note to Draft: Applicants may request a shorter term. For Applicants with a power purchase agreement (PPA) with PGE, the term of the Agreement should be the same as the term of the PPA and may be longer than 20 years.]

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

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

### **3.4 Temporary Disconnection**

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

3.4.1 Under emergency conditions, PGE or the Applicant may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility. PGE shall notify the Applicant promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Small Generator Facility operation. The Applicant will notify 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 For routine Maintenance, Parties will make reasonable efforts to provide five (5) business days' notice prior to interruption caused by routine maintenance or construction and repair to the Small Generator Facility or PGE's T&D system and shall use reasonable efforts to coordinate such interruption.

3.4.3 For Forced outages of the T&D System, PGE shall use reasonable efforts to provide the Applicant with prior notice of forced outages to effect immediate repairs to the T&D System. If prior notice is not given, PGE shall, upon request, provide the Applicant written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 For disruption or deterioration of service, where PGE determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generator Facility could cause damage to PGE's T&D System, PGE may disconnect the Small Generator Facility. PGE will provide the Applicant upon request all supporting documentation used to reach the decision to disconnect. PGE may disconnect the Small Generator Facility if, after receipt of the notice, the Applicant fails to remedy the adverse operating effect within a reasonable time which shall be at least five (5) business days from the date the Applicant receives PGE's written notice supporting the decision to disconnect, unless emergency conditions exist, in which case the provisions of 3.4.1 of the Agreement apply.

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

### **3.5 Restoration of Interconnection**

The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and PGE's T&D System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to Section 3.4.

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

The Applicant is responsible for the application fee and for such facilities, equipment, modifications and upgrades as required in 860-082-0035.

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

Modifications to the existing T&D System identified by PGE and set forth in Attachment C, such as changing meters, fuses or relay settings, are deemed Minor Modifications. It is PGE's sole discretion to decide what constitutes a Minor Modification. The Applicant will bear the costs of making such Minor Modifications as may be necessary to gain approval of an Application.

### **4.2 Interconnection Facilities**

PGE will identify, under the study procedures of an Application review, the Interconnection Facilities necessary to safely interconnect the Small Generator Facility with PGE. Attachment C itemizes the Interconnection Facilities for the Applicant, including the cost of the facilities and the time required to build and install those facilities. The Applicant is responsible for the cost of the Interconnection Facilities.

### **4.3 Interconnection Equipment**

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

### **4.4 System Upgrades**

PGE will design, procure, construct, install, and own any System Upgrades. The actual cost of the System Upgrades, including overheads, is set forth in Attachment C and will be directly assigned to the Applicant. An Applicant may be entitled to financial compensation from other PGE Interconnection Customers who, in the future, benefit from the System Upgrades paid for by the Applicant. 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 Adverse System Impacts on any Affected Systems and for determining what mitigation activities or upgrades may be required to accommodate a Small Generator Facility. The actual cost of any actions taken to address the Adverse

System Impacts, including overheads, shall be directly assigned to the Applicant. The Applicant may be entitled to financial compensation from other public utilities or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Applicant, to the extent as allowed by the Commission. Adverse System Impacts are set forth in Attachment C.

#### **4.6 Billings**

PGE may require a deposit of not more than 50% of the cost estimate, not to exceed \$1,000, to be paid up front by the Applicant for studies necessary to complete an Application and to interconnect the Small Generator Facility to the T&D System. PGE may require a deposit of no more than 25% of the estimated costs, not to exceed \$10,000, for Interconnection Facilities necessary to complete an Application and to interconnect the Small Generator Facility to the T&D System. Progress billing, final billing and payment schedules must be agreed to by Parties prior to commencing work.

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

#### **5.1 Assignment**

The Interconnection Agreement may be assigned by either Party upon fifteen (15) business days prior written notice. Except as provided in Sections 5.1.1 and 5.1.2, said assignment shall only be valid upon the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

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

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

5.1.3 Any attempted assignment that violates this Section 5.1 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the Applicant.

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

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

than the amount of direct damage actually incurred.

### **5.3 Indemnity**

- 5.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of the Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 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 person is entitled to indemnification under this Section 5.3 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Section 5.3, to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Section 5.3, the amount owing to the indemnified person shall be the amount of such indemnified person’s actual loss, net of any insurance or other recovery.
- 5.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Section 5.3 may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party’s indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 5.3.6 The indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying Party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying Party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an

indemnified person or indemnified persons having such differing or additional legal defenses.

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

#### **5.4 Consequential Damages**

Neither Party shall be liable to the other Party, under any provision of the Agreement, for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

#### **5.5 Force Majeure**

- 5.5.1 As used in this Agreement, a Force Majeure Event shall mean “any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.”

- 5.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force

Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by Rule that the Rule does not permit the Parties to mutually waive.

## **5.6 Default**

- 5.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a default, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Section 5.6.2, the defaulting Party shall have sixty (60) calendar days from receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within sixty 60 calendar days, the defaulting Party shall commence such cure within twenty (20) calendar days after notice and continuously and diligently complete such cure within six (6) months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.
- 5.6.2 If a default is not cured as provided for in this Section 5.6, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate the Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates the Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Alternately, the non-defaulting Party shall have the right to seek dispute resolution pursuant to Article 7 with the Commission in lieu of default. The provisions of this Section 5.6 will survive termination of the Agreement.

## **Article 6. Insurance**

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

- 6.1 Pursuant to the Rule adopted by the Commission, PGE may not require the Applicant to maintain general liability insurance in relation to the interconnection of a Small Generator Facility with an Electric Nameplate Rating of 200 kW or less. With regard to the interconnection of a Small Generator Facility with an Electric Nameplate Rating equal to or less than 10 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 Small Generator Facility and its operation and such insurance shall be sufficient to satisfy the Applicant's indemnification responsibilities under Section 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 by the Parties.
- 6.4 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.
- 6.5 The requirements contained herein as to insurance are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

**Article 7. Dispute Resolution**

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

**Article 8. Miscellaneous**

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

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

**8.2 Amendment**

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



**8.3 No Third-Party Beneficiaries**

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

**8.4 Waiver**

8.4.1 The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

8.4.2 The Parties may agree to mutually waive a section of this Agreement so long as prior Commission approval of the waiver is not required by the Rule.

8.4.3 Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of the Agreement. Any waiver of the Agreement shall, if requested, be provided in writing.

**8.5 Entire Agreement**

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

**8.6 Multiple Counterparts**

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

**8.7 No Partnership**

The Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**8.8 Severability**

If any provision or portion of the Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority; (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of the Agreement shall remain in full force and effect.

**8.9 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.

8.9.1 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.

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

**8.10 Reservation of Rights**

Either Party will have the right to make a unilateral filing with the Commission to modify 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 under tariff rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

**Article 9. Notices and Records**

**9.1 General**

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

**If to the Applicant:**

Applicant: \_\_\_\_\_ {full name: IA General Contact}

Attention: \_\_\_\_\_ {data: IA General Contact ATTN}

Address: \_\_\_\_\_ {data: IA General Contact Line 1}; {data: IA General Contact Line 2}

City: \_\_\_\_\_ {data: IA General Contact City} State: \_\_\_\_\_ {data: IA General} Zip: \_\_\_\_\_ {data: IA General Contact Zip}

{data: Project Name}

{data: Queue Number}

	Contact State}	Code}
Phone:	{data: IA General Contact Phone}	
Fax:	{data: IA General Contact Fax}	
E-mail:	{data: IA General Contact Email}	

**If to PGE:**

Attention:	Small Power Production		
Address:	121 SW Salmon St., IOC2215A		
City:	Portland	State:	OR Zip: 97204
Phone:	(503) 464-8300		
Fax:	(503) 464-2115		
E-mail:	small.powerproduction@pgn.com		

**9.2 Records**

PGE will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by OAR 860-082-065. PGE will provide a copy of these records to the Applicant within fifteen (15) business days if a request is made in writing.

**9.3 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:	{full name: IA Billing Contact}		
Attention:	{data: IA Billing Contact ATTN}		
Address:	{data: IA Billing Contact Line 1}; {data: IA Billing Contact Line 2}		
	{data: IA Billing Contact City}	State:	{data: IA General Contact State} Zip: {data: IA General Contact Zip Code}
City:			
Phone:	{data: IA Billing Contact Phone}		
Fax:	{data: IA Billing Contact Fax}		
E-mail:	{data: IA Billing Contact Email}		

{data: Project Name}

{data: Queue Number}

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

Attention: Small Power Production

Address: 121 SW Salmon St., IOC2215A

City: Portland State: OR Zip: 97204

**9.4 Designated Operating Representative**

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

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

Applicant: {full\_name: Designated Operating Representative Contact}

Attention: {data: Designated Operating Representative Contact ATTN}

Address: {data: Designated Operating Representative Contact Line 1};  
{data: Designated Operating Representative Contact Line 2}

City: {data: Designated Operating Representative Contact City} State: {data: Designated Operating Representative Contact State} Zip: {data: Designated Operating Representative Contact Zip Code}

Phone: {data: Designated Operating Representative Contact Phone}

Fax: {data: Designated Operating Representative Contact Fax}

E-mail: {data: Designated Operating Representative Contact Email}

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

Attention: Small Power Production

Address: 121 SW Salmon St., IOC2215A

City: Portland State: OR Zip: 97204

Phone: (503) 464-8300

Fax: (503) 464-2115

E-mail: small.powerproduction@pgn.com

**9.5 Changes to the Notice Information**

Either Party may change this notice information by giving five (5) business days written notice prior to the effective date of the change.

**Article 10. Signatures**

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

**For the Applicant:**

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

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

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

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

**For PGE:**

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

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

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

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

{data: Project Name}

{data: Queue Number}

## **Attachment A**

### **Nameplate Rating for the Facility**

The Applicant has proposed and Portland General Electric has reviewed and approved a generation and/or storage facility to be interconnected to the distribution system at:

Location: {data: Latitude}, {data: Longitude}

PGE has approved a facility with the following capacity specifications:

1. Generation Facility Details:
2. Total Generator Capacity (kW):
3. Total Energy Storage Capacity (kW AC):

**Attachment B**

**Required Inverter Settings for the Facility**

The Applicant has proposed, and Portland General Electric has reviewed and approved a generation and/or storage facility to be interconnected to the distribution system at:

Location: {data: Latitude}, {data: Longitude}

The facility has been approved to interconnect using the specific settings described below.

<b>Parameter</b>	<b>PGE Recommended Setting</b>	<b>Approved Setting</b>
Limit Active Power Enabled	DISABLED	
Maximum Active Power	1	
Permit Service Enabled	ENABLED	
ES Voltage Low Setting	0.917	
ES Voltage High Setting	1.05	
ES Frequency Low Setting	59.5	
ES Frequency High Setting	60.1	
ES Delay Setting	300	
ES Randomized Delay	0	
ES Ramp Rate Setting	300	
Constant Power Factor Mode	DISABLED	
Constant Power Factor Excitation	ABS	
Constant Power Factor Absorbing Setting	1	
Constant Var Control Mode Enable	DISABLED	
Constant Reactive Power Setting	0	
Voltage-Reactive Power Mode Enable	ENABLED	
Vref Per Unit based on AC Voltage Nominal Rating Setting	1	
Autonomous Vref Adjustment Enable Setting	DISABLED	
Vref Adjustment Time Setting	300	
Q(V) Curve Point V2 Setting	0.98	
Q(V) Curve Point Q2 Setting	0	
Q(V) Curve Point V3 Setting	1.02	
Q(V) Curve Point Q3 Setting	0	
Q(V) Curve Point V1 Setting	0.92	
Q(V) Curve Point Q1 Setting	0.44	
Q(V) Curve Point V4 Setting	1.08	
Q(V) Curve Point Q4 Setting	-0.44	

{data: Project Name}

{data: Queue Number}

Q(V) Open Loop Response Time Setting	5	
Active Power Reactive Power Mode Enable	DISABLED	
Q(P) Curve Point P3 (gen) Setting	1	
Q(P) Curve Point P2 (gen) Setting	0.5	
Q(P) Curve Point P1 (gen) Setting	0.2	
Q(P) Curve Point P'1 (load) Setting	-0.2	
Q(P) Curve Point P'2 (load) Setting	-0.5	
Q(P) Curve Point P'3 (load) Setting	-1	
Q(P) Curve Point Q3 (gen) Setting	-0.44	
Q(P) Curve Point Q2 (gen) Setting	0	
Q(P) Curve Point Q1 (gen) Setting	0	
Q(P) Curve Point Q'1 (load) Setting	0	
Q(P) Curve Point Q'2 (load) Setting	0	
Q(P) Curve Point Q'3 (load) Setting	0.44	
Voltage-Active Power Mode Enable	ENABLED	
P(V) Curve Point V1 Setting	1.06	
P(V) Curve Point P1 Setting	1	
P(V) Curve Point V2 Setting	1.1	
P(V) Curve Point P2 Setting	0	
Volt-Watt Open Loop Response Time Setting	10	
HV Trip Curve Point OV2 Setting	1.2	
HV Trip Curve Point OV2 DURATION Setting	0.16	
HV Trip Curve Point OV1 Setting	1.1	
HV Trip Curve Point OV1 DURATION Setting	13	
LV Curve Trip Point UV1 Setting	0.88	
LV Curve Trip Point UV1 DURATION Setting	21	
LV Curve Trip Point UV2 Setting	0.5	



{data: Project Name}

{data: Queue Number}

LV Curve Trip Point UV2 DURATION Setting	2	
OF Curve Trip Point OF2 MAGNITUDE Setting	62	
OF Curve Trip Point OF2 DURATION Setting	0.16	
OF Curve Trip Point OF1 MAGNITUDE Setting	61.2	
OF Curve Trip Point OF1 DURATION Setting	300	
UF Curve Trip Point UF1 MAGNITUDE Setting	58.5	
UF Curve Trip Point UF1 DURATION Setting	300	
UF Curve Trip Point UF2 MAGNITUDE Setting	56.5	
UF Curve Trip Point UF2 DURATION Setting	0.16	
Overfrequency Droop dbOF Setting	0.036	
Underfrequency Droop dbUF Setting	0.036	
Overfrequency Droop kOF Setting	0.05	
Underfrequency Droop kUF Setting	0.05	
P(f) Open Loop Response Time Setting	5	
High-Voltage Momentary Cessation Threshold Voltage	1.1	
Low-Voltage Momentary Cessation Threshold Voltage	0.5	

PGE can require that facilities demonstrate that the inverters are programmed with the agreed upon settings package.

**Attachment C**

**Description and Costs of Minor Modifications, Interconnection Facilities,  
System Upgrades, and Adverse System Impacts**

The following System Upgrades are required to interconnect the {data: Total On-Site Generation Capacity (kW)}MW generation facility:

Below is PGE’s non-binding good faith estimate for the work outlined above.

<b>New Primary Service and Metering Package</b>	<b>\$0.00</b>
<b>Distribution Requirements</b>	<b>\$0.00</b>
(Regulator set point change and electronic reclosers)	
<b>Substation Requirements</b>	<b>\$0.00</b>
(Work in substation to facilitate Transfer Trip)	
<b>Communications Modifications</b>	<b>\$0.00</b>
(Fiber for Transfer Trip and Final Terminations)	
<b>Total</b>	<b>\$0.00</b>

**Attachment D**

**Description of Interconnection Facilities  
and Metering Equipment Operated or Maintained by PGE**

PGE will only own the following interconnection equipment at the site:

- Primary voltage service conductors from PGE's area feeder circuit to the termination point in PV plant's switchgear, and
- Metering equipment (Meter, potential transformers, current transformers and associated wiring) that will be installed in the applicant-supplied switchgear.

Periodic maintenance of PGE owned equipment will be needed to ensure accuracy and function. The maintenance will occur on a regular cycle and be set forth by PGE. If at any time the equipment is damaged, the Applicant, or any subsequent assignees of this Agreement, may be held responsible for all associated costs. If at any point, the Applicant wishes to make any changes to the Interconnection Facilities that require PGE personnel or equipment, the Applicant is responsible for all associated costs.

The Applicant shall pay for the cost of the Interconnection Facilities itemized in this Agreement as well as engineering, procurement, construction, and commissioning costs of PGE provided interconnection facilities and distribution upgrades contemplated by this Agreement. The cost set forth herein is 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.

PGE will not perform services under this Agreement until payments are received by PGE as set forth under this Agreement. Applicant will be in default per Section 5.6 of the Agreement if PGE does not receive payment of any sum due to PGE as outlined in Attachment F.

The Applicant will acquire all necessary property rights and permits for the construction of the required facilities as well as distribution line easements (meeting PGE requirements), including easements for PGE's owned underground cable route for the new service.

{data: Project Name}

{data: Queue Number}

**Attachment E**

**One-Line Diagram**

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

To be filled in with as-built drawings upon project completion.

**Attachment F**

**Scope of Work/Milestones**

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

Critical milestones and responsibility as agreed to by the Parties:

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

\* During the engineering of the communication scheme additional costs or time may be incurred should the existing utility poles need to be replaced or modified to accommodate the fiber optic line.

PGE does not guarantee completion of any project on a targeted date as the schedule is dependent on a number of variables, including but not limited to, construction of other potential interconnection projects.

Notwithstanding any other language in the Agreement, payment is due on the date specified above. Payments are due without prior notice or demand.

{data: Project Name}

{data: Queue Number}

## **Attachment G**

### **Additional Operating Requirements**

No additional operating requirements have been placed on {data: Project Name} beyond requirements listed in PGE's Distribution Interconnection Standards (located at [https://www.oasis.oati.com/woa/docs/PGE/PGEdocs/PGE\\_Distribution\\_Interconnection\\_Standards.pdf](https://www.oasis.oati.com/woa/docs/PGE/PGEdocs/PGE_Distribution_Interconnection_Standards.pdf)).

## **Attachment H**

### **Limited Export Capacity for the Facility**

The Applicant has proposed and Portland General Electric has reviewed and approved a generation and/or storage facility to be interconnected to the distribution system at:

Location: {data: Latitude}, {data: Longitude}

The Applicant has proposed to limit the export from the facility to an amount lower than the Maximum Nameplate Export Capacity to a level captured below as the Proposed Maximum Export Capacity. The project will ensure that the Proposed Maximum Export Capacity is not exceeded. PGE has used the Proposed Maximum Export Capacity to evaluate the impacts of the facility to the distribution system. As such PGE will monitor the performance from the system to ensure it does not export beyond the approved capacity. The Applicant will be liable for any damage caused to the distribution system or other customers if the system exports beyond the Proposed Maximum Export Capacity.

Proposed Maximum Export Capacity (kW AC): {data: Proposed Export Capacity (MW) (AC) field}