

Topic List and Redlines: OPUC Workshop on Community Solar Program Interconnection Documents

Thursday March 19, 2020

1pm – 4pm PST

REMOTE PARTICIPATION ONLY

Join Zoom Meeting

<https://zoom.us/j/3525608706>

Meeting ID: 352 560 8706

Participate by Phone:

Number: 1 (669) 900- 6833

Access Code: 3525608706#

Topic List

1. Introductions and Tariff Approval Timeline Reminder
2. Interconnection Documents Discussion
 - a. Staff will facilitate a substantive discussion of the PGE, PAC and IDP Interconnection Documents based on the Staff edits and comments in the redlines enclosed below. Please note that because of the length of these documents, Staff may have missed edits or made edits to one utility's documents but not to a similar provision in the other. These redlines do not contain Staff's final recommendation or stance, and Staff is looking forward to discussing and finalizing consistent edits for all three utility's documents.
 - b. Please also note that Staff is still working on IDP's redlines and will notice them to the docket and via email to all stakeholders by the end of the day Wednesday, March 18 2020.
 - c. Staff will lead the discussion through a PowerPoint presentation that will include specific sections from the contracts. To facilitate the discussion, if possible please plan to attend the meeting via the Zoom link to see the presentation. The presentation will also be posted to the UM 1930 Docket in advance of the meeting.
3. Touch Base re: Third Party Engineer Review Services RFI (if time)
 - a. Staff issued a Request for Information (RFI) for a third-party expert to review interconnection studies on January 13, 2020. Staff has received the RFI results and has developed a draft proposal for next steps. This discussion will be to go over the draft proposal and solicit informal feedback.



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

February 18, 2020

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

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

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

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

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

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

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

PGE Advice No. 20-04
Page 2

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

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

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

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

Please direct all formal correspondence and requests to the following email address pge.opuc.filings@pgn.com

Sincerely,

/s/ Robert Macfarlane
Manager, Pricing & Tariffs

Enclosures

PGE Advice No. 20-04
Exhibits A - F

LESS THAN STATUTORY NOTICE APPLICATION

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

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

IN THE MATTER OF THE APPLICATION OF) UTILITY L.S.N. APPLICATION
)
Portland General Electric Company) NO. _____
 (UTILITY COMPANY)) (LEAVE BLANK)
 TO WAIVE STATUTORY NOTICE.)

NOTE: ATTACH EXHIBIT IF SPACE IS INSUFFICIENT.

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

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

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

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

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

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

PORTLAND GENERAL ELECTRIC COMPANY
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(N)

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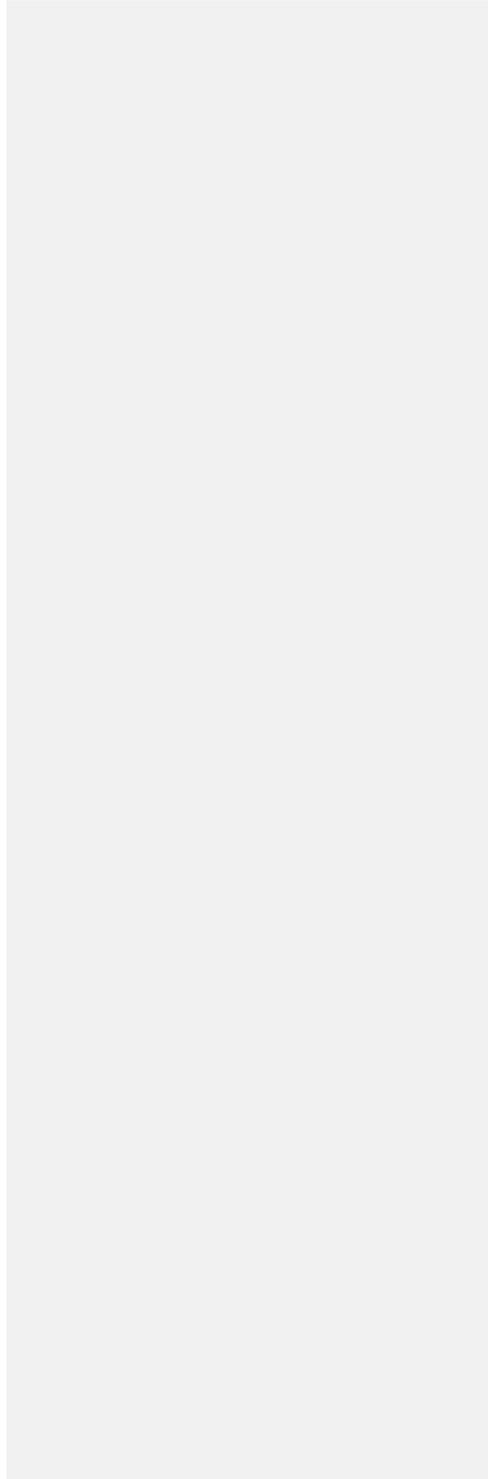
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James F. Lobdell, Senior Vice President

on and after March 11, 2020



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

AVAILABLE

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

DEFINITIONS

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

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

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

Company means Portland General Electric Company or PGE.

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

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

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

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

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

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

SCHEDULE 204 (Continued)

DEFINITIONS (Continued)

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

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

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

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

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

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

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

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

PURPA means the Public Utility Regulatory Policies Act of 1978.

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

SCHEDULE 204 (Continued)

DEFINITIONS (Continued)

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

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

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

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

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

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

Term means the length of the CSP Purchase Agreement.

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

SCHEDULE 204 (Continued)

PART 1: CSP INTERCONNECTION

A. Applicable

To a CSP Project that:

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

B. CSP Interconnection Process

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

SCHEDULE 204 (Continued)

SP Interconnection Process (Continued)

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

C. CSP Interconnection Exhibits

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

PART 2: CSP PURCHASE AGREEMENT

A. Applicable

To CSP Projects that:

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

Commented [SSA1]: Part 2:A.4 could prohibit many projects that current have PURPA PPAs from participating in CSP, even if they are able to terminate their PPAs or have them amended.

SCHEDULE 204 (Continued)

B. Contracting Process

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

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

SCHEDULE 204 (Concluded)

C. CSP Administration

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

D. CSP Purchase Agreement

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

STANDARDS FOR INTERCONNECTION OF COMMUNITY SOLAR PROGRAM PROJECTS

1. Scope and Applicability

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

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

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

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

Commented [SSA2]: PGE has deviations from the small generator interconnection rules that do not seem necessary for implementation of CSP. PGE must make the standards in this schedule consistent with OAR 860-082, except where necessary for the CSP Interconnection Process.

2. Waiver

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

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

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

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

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

3. Definitions

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

- (11) “Fault current” means an electrical current that flows through a circuit during a fault condition. A fault condition occurs when one or more electrical conductors contact ground or each other. Types of faults include phase to ground, double-phase to ground, three-phase to ground, phase to phase, and three-phase.
- (12) “Field-tested equipment” means interconnection equipment that is identical to equipment that was approved by the interconnecting public utility for a different CSP Project or small generator facility interconnection under Tier 4 review and successfully completed a witness test within three years before the date of the submission of the current application.
- (13) “IEEE 1547” means the standards published by the Institute of Electrical and Electronics Engineers (IEEE) Standard 1547, titled “Interconnecting Distributed Resources with Electric Power Systems” and approved by the IEEE SA Standards Board and adopted by the PGE.
- (14) “IEEE 1547.1” means the standards published by the IEEE Standard 1547.1, titled “Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems” and approved by the IEEE SA Standards Board and adopted by PGE.
- (15) “Interconnection agreement” means a contract between an applicant or interconnection customer and an interconnecting public utility that governs the interconnection of a CSP Project to the public utility’s transmission or distribution system and the ongoing operation of the CSP Project after it is interconnected.
- (16) “Interconnection customer” means a person with one or more CSP Projects interconnected to a public utility’s transmission or distribution system.
- (17) “Interconnection equipment” means a group of components or an integrated system provided by an interconnection customer or applicant to connect a CSP Project to a public utility’s transmission or distribution system.
- (18) “Interconnection facilities” means the facilities and equipment required by a public utility to accommodate the interconnection of a CSP Project to the public utility’s transmission or distribution system and used exclusively for that interconnection. Interconnection facilities do not include system upgrades.
- (19) “CSP interconnection service” means the interconnection service provided by an interconnecting public utility to an interconnection customer hereunder.
- (20) “Lab-tested equipment” means interconnection equipment that has been designed to comply with IEEE 1547, tested in accordance with IEEE 1547.1, and certified and labeled as compliant with these IEEE standards at the point of manufacture by a nationally recognized testing lab. For interconnection equipment to be considered lab-tested equipment under these rules, the equipment must be used in a manner consistent with the certification.

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

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

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

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

- (a) Does not affect the application of the approval requirements in Tiers 2 [and 4](#);
- (b) Does not, in PGE’s reasonable opinion, have a material impact on the safety or reliability of PGE’s transmission or distribution system or an affected system; and
- (c) Does not affect the nameplate capacity of a CSP Project.

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

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

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

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

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

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

- (31) “Pre-certified Project” is a CSP Project that is pre-certified by the Oregon Public Utility Commission under the Community Solar Program and in accordance with OAR 860-088-0040 and the Program Implementation Manual.
- (32) “Primary line” means a distribution line with an operating voltage greater than 600 volts.
- (33) “Public utility” has the meaning set forth in ORS 757.005 and is limited to a public utility that provides electric service.
- (34) “Queue position” means the rank of a pending completed application, relative to all other pending completed applications, that is established based on the date and time that PGE receives the completed applications, including application fees. The CSP queue and standard small generator queue will have separate queue positions.
- (35) “Schedule” means PGE’s Community Solar Program Interconnection and Power Purchase Schedule, including these Standards, and including all exhibits attached thereto or incorporated by reference.
- (36) “Scoping meeting” means an initial meeting between representatives of an applicant and PGE that is conducted to discuss alternative interconnection options; to exchange information, including any relevant transmission or distribution system data and earlier studies that would reasonably be expected to affect the interconnection options; to analyze such information; and to determine the potentially feasible points of interconnection.
- (37) “Secondary line” means a service line with an operating voltage of 600 volts or less.
- (38) “Spot network” means a type of transmission or distribution system that uses two or more intertied transformers protected by network protectors to supply an electrical network circuit. A spot network may be used to supply power to a single customer or a small group of customers.
- (39) “System upgrade” means an addition or modification to a public utility’s transmission or distribution system or to an affected system that is required to accommodate the interconnection of a CSP Project.
- (40) “Transmission line” means any electric line operating at or above 50,000 volts.
- (41) “Transmission system” means a public utility’s high voltage facilities and equipment used to transport bulk power or to provide transmission service under the public utility’s open access transmission tariff.
- (42) “Witness test” means the on-site visual verification of the interconnection installation and commissioning as required in IEEE 1547, sections 5.3 and 5.4. For interconnection equipment that does not meet the definition of lab-tested equipment, the witness test may, at the discretion of the public utility, also include a system design and production evaluation according to IEEE 1547, sections 5.1 and 5.2, as applicable to the specific interconnection equipment used.

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

3. Pre-Application Process

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

(2) Except as otherwise provided in 3(1), eEach pre-application information request requires payment of a \$300 fee.

Commented [SSA3]: 3.(2) Added because 3(1) provides certain pre-application information requests are free.

4. Applications to Interconnect a CSP Project

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

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

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

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

Commented [SSA4]: PGE has omitted 860-082-0025(1)(b), which provides A person with an existing interconnected small generator facility who proposes to make any change to the facility, other than a minor equipment modification, must submit an application to the public utility. This includes changes affecting the nameplate capacity of the existing interconnected small generator facility or the output capacity authorized in the agreement governing the terms of the interconnection.

Staff would like to discuss with parties whether this omission is appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) Application review process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Cost Responsibility

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

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

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

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

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

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

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

(b) If a CSP Project that has been jointly studied and allocated a share of system upgrade costs withdraws, PGE will reassess the System Upgrades needed to complete the interconnection(s) and reallocate the System Upgrade costs to the remaining Community Solar Project(s) using the same methodology in Section 6(4)(a).

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

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

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

7. Insurance

(1) PGE may require an applicant or an interconnection customer with a CSP Project with a Nameplate Capacity of more than 200 kW to obtain prudent amounts of general liability insurance in order to interconnect to PGE's transmission or distribution system.

Commented [SSA5]: This exemption is found in OAR 860-082-0040(1). Should apply to CSP Projects.

8. Tier 2 Interconnection Review

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

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

- (b) The CSP Project must be interconnected to either a radial distribution circuit or a spot network distribution circuit limited to serving one customer;
 - (c) The CSP Project must not be interconnected to a transmission line; and
 - (d) The CSP Project must use interconnection equipment that is either lab-tested equipment or field-tested equipment. For equipment to gain status as field-tested equipment, the applicant must provide all the documentation from the prior Tier 4 study, review, and approval, including any interconnection studies and the certificate of completion.
- (2) Tier 2 Approval Criteria. PGE must approve an application to interconnect a CSP Project under the Tier 2 interconnection review procedures if the facility meets the approval criteria in subsections (a) through (l). A public utility may not impose different or additional approval criteria.
- (a) For interconnection of a CSP Project to a radial distribution circuit, the aggregated nameplate capacity on the circuit must not exceed 15 percent of the line section annual peak load as most recently measured at the substation or calculated for the line section.
 - (b) For interconnection of a CSP Project to the load side of spot network protectors, the aggregated nameplate capacity on the load side of the spot network protectors must not exceed the lesser of five percent of a spot network's maximum load or 50 kilowatts.
 - (c) The aggregated nameplate capacity must not contribute more than 10 percent to the distribution circuit's maximum fault current at the point on the primary voltage distribution line nearest the point of interconnection.
 - (d) The aggregated nameplate capacity on the distribution circuit must not cause any distribution protective devices and equipment (including substation breakers, fuse cutouts, and line reclosers) or other PGE equipment on the transmission or distribution system to be exposed to fault currents exceeding 90 percent of the short circuit interrupting capability. The CSP Project's point of interconnection must not be located on a circuit that already exceeds 90 percent of the short circuit interrupting capability.
 - (e) The aggregated nameplate capacity on the distribution side of a substation transformer feeding the circuit where the CSP Project proposes to interconnect must not exceed 10 megawatts in an area where there are known or posted transient stability limitations to generating units located in the general electrical vicinity (for example, three or four distribution busses from the point of interconnection).
 - (f) If the CSP Project interconnection is to a primary line on the distribution system, then the interconnection must meet the following criteria:
 - (A) If the CSP Project is three-phase or single-phase and will be connected to a three-phase, three-wire primary line, then the CSP Project must be connected phase-to-phase.

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

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

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

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

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

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

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

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

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

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

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

Commented [SSA6]: The subparagraph (k) in the rules is not included here. May be because PGE does not use "high speed reclosing with less than 2 seconds of interruption."

Commented [SSA7]: ? Should this be "(j)"

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

(4) The interconnection process is not complete until:

(a) PGE approves the application;

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

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

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

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

9. Tier 4 Interconnection Review

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

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

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

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

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

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

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

- (a) PGE and the applicant must bring to the scoping meeting all personnel, including system engineers, as may be reasonably required to accomplish the purpose of the meeting.
- (b) PGE and applicant must discuss whether PGE should perform a system impact study, a facilities study, or an interconnection agreement.
- (c) If PGE determines that no studies are necessary, then PGE must approve the application within 15 business days of the scoping meeting if:
 - (A) The application meets the criteria in section (2); and
 - (B) The interconnection of the CSP Project does not require system upgrades or interconnection facilities different from or in addition to the applicant's proposed interconnection equipment.
- (d) If PGE determines that no studies are necessary and that the CSP Project could be interconnected safely if minor modifications to the transmission or distribution system were made (for example, changing meters, fuses, or relay settings), then PGE must offer the applicant a good-faith, non-binding estimate of the costs of such proposed minor modifications. Modifications are not considered minor under this subsection if the total cost of the modifications exceeds \$10,000. If the applicant authorizes PGE to proceed with the minor modifications and agrees to pay the entire cost of the modifications, then PGE must approve the application within 15 business days of receipt of the applicant's agreement to pay for the minor modifications.
- (6) If PGE reasonably concludes that an adequate evaluation of an application requires a system impact study, then PGE must provide the applicant with an executable system impact study agreement within five business days of the date of the scoping meeting.
 - (a) The system impact study agreement must include a detailed scope for the system impact study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the costs to perform the study.
 - (b) The system impact study agreement must follow the standard form agreement developed by PGE and approved by the Commission.
 - (c) The applicant must execute the system impact study agreement within 15 business days of receipt of the agreement or the application is deemed withdrawn.
 - (d) PGE must make reasonable, good-faith efforts to follow the schedule set forth in the system impact study agreement for completion of the study.
 - (e) The system impact study must identify and detail the impacts on PGE's transmission or distribution system or on an affected system that would result from the interconnection of the CSP Project if no modifications to the CSP Project or system upgrades were made. The system impact study must include evaluation of the adverse system impacts identified in the scoping meeting.

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

(g) The system impact study must include:

(A) A short circuit analysis;

(B) A stability analysis;

(C) A power flow analysis;

(D) Voltage drop and flicker studies;

(E) Protection and set point coordination studies;

(F) Grounding reviews;

(G) The underlying assumptions of the study;

(H) The results of the analyses; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commented [SSA8]: Subsection (i) is not consistent with what the Commission has approved. Upgrades in the small generation interconnection process are called "system upgrades." CSP projects have to pay for system upgrades. System upgrades will likely be identified in the SIS, which must be complete for pre-certification. If the SIS shows substantial system upgrades, this can be taken into account in the pre-certification decision. If subsection (i) is referring to Network Upgrades that may be associated with a transmission service request, the Commission has allocated risk of those costs to the utility/ratepayers.

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

(9) The interconnection process is not complete until:

- (a) PGE approves the application;
- (b) Any interconnection facilities or system upgrades have been completed;
- (c) Any minor modifications to PGE's transmission or distribution system required under subsections (5)(d), 6(i)(B), or (7)(l) have been completed;
- (d) The witness test, if conducted by PGE, is successful; and
- (e) The applicant and PGE execute a certificate of completion.

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

10. Joint Study Interconnection Review

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

- (a) The nameplate rating of the joint CSP Projects must be less than 100 percent of the feeder/substation daytime minimum load.
- (b) The joint CSP Projects must enter the CSP Queue in back to back queue order.
- (c) The joint CSP Projects must have their point of interconnections on the same feeder.
- (d) The joint CSP Projects must be within .5 miles of one another.
- (e) The study requirements and process will follow the Tier 4 Interconnection Review criteria.

11. Recordkeeping and Reporting Requirements

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

- (a) The number of complete interconnection applications received;
- (b) The time required to complete the review process for each application; and
- (c) The reasons for the approval or denial of each application.

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

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

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

12. Metering and Monitoring

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

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

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

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

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

Commented [SSA9]: (5) The small generator interconnection rules do not have this exception from the exception for generators smaller than 3 MW. Not clear why exception is warranted for CSP.

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

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

(7) Telemetry Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

(B) Switchyard bus voltage; and

(C) Switching device status.

13. Temporary Disconnection

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

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

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

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

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

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

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

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

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

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

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

14. Arbitration of Disputes

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

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

(a) A statement of all unresolved issues;

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

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

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

(a) A statement of all unresolved issues;

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

(c) A proposed resolution for each unresolved issue.

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

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

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

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

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

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

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

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

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

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

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

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

15. Complaints for Enforcement

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

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

(3) A complaint for enforcement must:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Community Solar Facility System Impact Study Agreement

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

Recitals:

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

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

Whereas, Applicant has requested PGE perform a System Impact Study (or “Study”) to assess the impact of interconnecting the Community Solar Facility to PGE’s T&D System.

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

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

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- a. The non-binding good faith estimate of the cost to complete the System Impact Study is set forth in Attachment B. Applicant is required to pay a deposit of fifty percent (50%) of this estimate or \$1,000, whichever is less, within five (5) calendar days from the Effective Date.
- ~~b. Any study fees shall be based on PGE's actual costs and will be invoiced to Applicant after the study is completed and delivered and will include a summary of professional time. PGE payment information is set forth in Attachment B. All payments are due without prior notice or demand and without any setoff or deduction whatsoever.~~
- ~~b.~~
- ~~d.c. PGE shall not be obligated to perform or continue to perform any Study work for the Applicant unless the Applicant has paid all amounts in compliance herewith. If Applicant is in default for failure to pay PGE per this Agreement and Applicant has failed to cure the default within seven (7) calendar days of notice from PGE of the default, PGE shall have the right to terminate this Agreement and Applicant's application will be withdrawn and removed from the interconnection queue. Applicant must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, PGE shall refund the excess within thirty (30) calendar days of the invoice without interest.~~

Commented [SSA10]: Made these provisions consistent with PGE's System Impact Study Agreement filed in AR 521. There is no reason the payment requirements for SIS should be different than what is required for SIS for small generators.

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

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

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

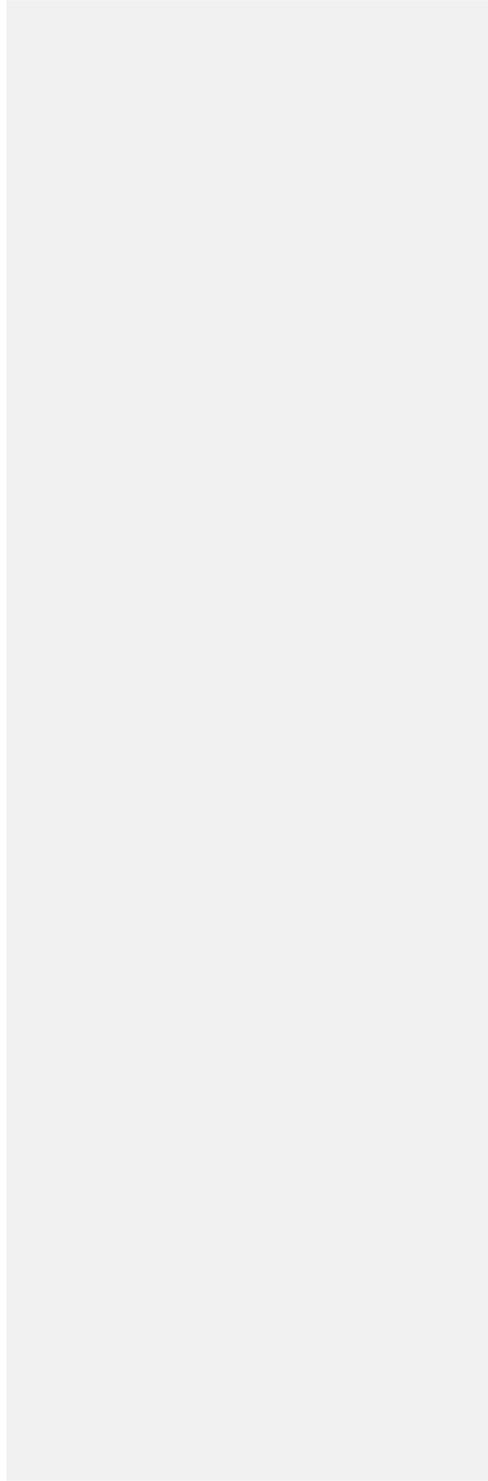
10. Applicant shall at all times indemnify, defend, and save harmless PGE, and its directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by PGE under this Agreement,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

11. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be

governed by the laws of the state of Oregon, without regard to its conflicts of law principles. If a dispute

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2 - SYSTEM IMPACT STUDY AGREEMENT FOR COMMUNITY SOLAR FACILITY



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

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

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

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

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

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

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

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

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

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

Commented [SSA11]: Not sure why all these provisions survive termination.

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

Signatures:

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

For APPLICANT:

Signature: _____

Printed Name: _____

Title (*if any*): _____

Date: _____

For PORTLAND GENERAL ELECTRIC COMPANY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

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

Other Assumptions:

Business Contact Information:

Applicant	PGE
Contact Name:	Contact Name:
Phone Number:	Phone Number:
E-mail:	E-mail:
Mailing Address:	Mailing Address:

Legal Notice:

Applicant	PGE
Name:	Name:
Mailing Address:	Mailing Address:
E-mail:	E-mail:

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

A. SCOPE

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

B. COST

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

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

After delivery of the Study, any remaining balance is due to PGE within ~~thirtyfive (30+5)~~ calendar days of PGE's request for payment.

Payments should be directed to:

C. SCHEDULE

PGE estimates ~~that it will need at least thirty six (360)~~ business days to complete the Study from the time PGE receives both the signed Study agreement and the Initial Payment. If PGE determines during the Study process that supplemental or clarifying information is required, then PGE will request the information from the Applicant. The time necessary to complete the study will be extended by the time required for the receipt of the additional information. PGE may require a reasonable extension of time in accordance with the Tariff to complete the Study at any time during the Study process per Tariff.

Commented [SSA12]: The small generator SIS Agreement provides only that the payment has to be made before the start date of the study. Given that this process is supposed to be quicker, limiting the time to pay for the study does not seem unreasonable. However, limiting the time to five calendar days seems too burdensome. Five business days seems more reasonable.

Commented [SSA13]: PGE's small generator SIS Agreement allows thirty days for payment. There does not seem to be a reason to limit a CSP project to 15 days.

Commented [SSA14]: The small generator SIS Agreement provides that PGE will complete the study and transmit results to applicant within 30 days of Agreement. Here, PGE proposes to complete study and transmit result of CSP SIS within 60 days of payment of 50% of estimate. Staff is unaware of why the timing of the CSP application should be different. However, Staff does not object to starting the thirty-day period from payment of deposit rather than agreement effective date.



**Community Solar Facility
Facilities Study Agreement**

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

Recitals:

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

Whereas, Applicant desires to interconnect the Community Solar Facility with PGE's Transmission & Distribution ("T&D") System; and

Whereas, Applicant has requested PGE to perform a Facilities Study (or "Study") to specify and estimate the cost of the equipment, engineering, procurement and construction work in accordance with Good Utility Practice needed to physically and electrically connect the Community Solar Facility to PGE's T&D System.

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

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings set forth in this Agreement or as given in Tariff. To the extent that this Agreement conflicts with the Tariff, the Tariff shall take precedence.
2. Applicant and PGE shall cause to be performed a Facilities Study consistent with the Tariff.
3. The scope of the Facilities Study shall be subject to the assumptions set forth in the Tariff and detailed in the System Impact Study documents (if applicable).
4. The Facilities Study will be based upon the results of the System Impact Study, if applicable, and information provided by Applicant set forth in Attachment A, attached hereto and incorporated herein. PGE reserves the right to request additional technical information from Applicant as may be reasonably necessary and consistent with Good Utility Practice during the course of the Facilities Study. Modifications to the Application may result in an extension of time to complete the Facilities Study or, depending on the modification, may require Applicant to submit a new application. The Tariff details cost responsibility associated with any new study or modifications to existing studies that are reasonably necessary to perform the Facilities Study.
5. As required by the Tariff, PGE will provide the scope for the Facilities Study, a reasonable schedule for completion of the Study, and a good-faith, non-binding cost estimate to perform the Study, all of which are described in Attachment B, attached hereto and incorporated herein.

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

~~a. The non-binding good faith estimate of the cost to complete the Facilities Study is set forth in Attachment B. Applicant is required to pay a deposit of fifty percent (50%) of this estimate or \$1,000, whichever is less, within five (5) business calendar days from the Effective Date.~~

~~b. Any study fees shall be based on PGE's actual costs and will be invoiced to Applicant after the study is completed and delivered and will include a summary of professional time.~~

~~a.c. Applicant must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, PGE shall refund such excess within thirty (30) calendar days of the invoice without interest.~~

~~b. PGE payment information is set forth in Attachment B. All payments are due without prior notice or demand and without any setoff or deduction whatsoever.~~

~~PGE shall not be obligated to perform or continue to perform any Study work for the Applicant unless the Applicant has paid all amounts in compliance herewith. If Applicant is in default for failure to pay PGE per this Agreement and Applicant has failed to cure the default within seven (7) calendar days of notice from PGE of the default, PGE shall have the right to terminate this Agreement and Applicant's application will be withdrawn and removed from the interconnection queue.~~

Commented [SSA15]: Same reasoning as set forth for SIS Agreement.

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

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

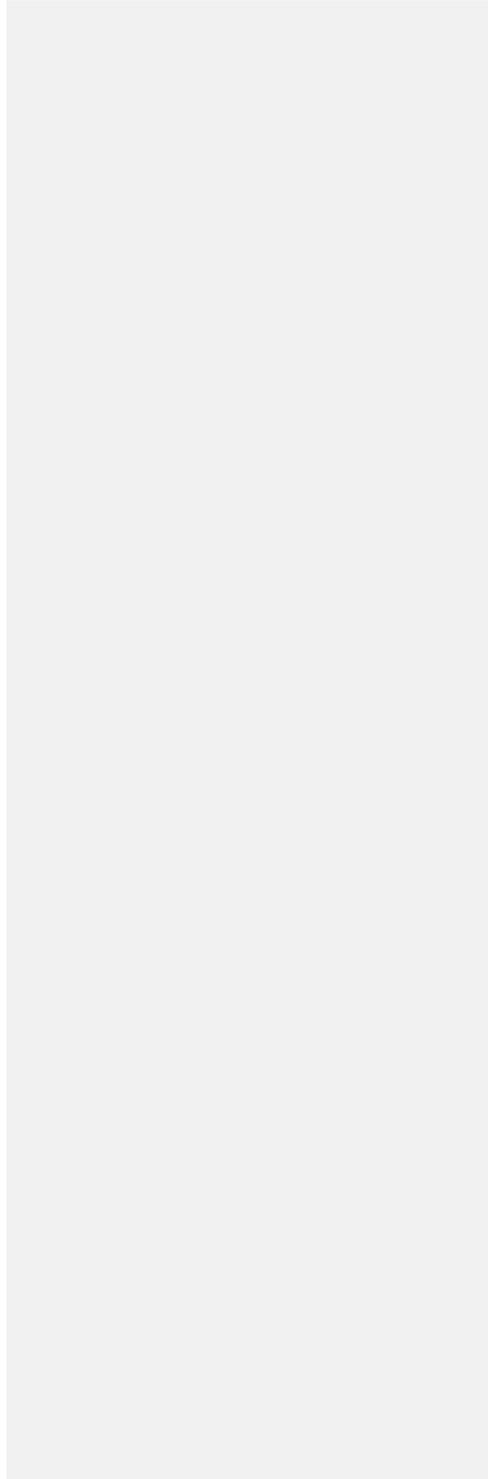
9. In no event shall any Party or its subcontractor be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the Study or any reliance on the Study by Applicant or third parties, even if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

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

11. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be

{00038824.1}

2 - FACILITY STUDY AGREEMENT FOR COMMUNITY SOLAR FACILITY



governed by the laws of the state of Oregon, without regard to its conflicts of law principles. If the Parties are unable to resolve their differences through such negotiation and consultation, then either Party may seek to enforce its rights in a court or governmental agency with jurisdiction over the dispute; provided, however, that any dispute within the jurisdiction of the Commission shall first be brought before the Commission, and each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the initial jurisdiction of the Commission with respect to such dispute.

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

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

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

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

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

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

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

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

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

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

Signatures:

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

For APPLICANT:

Signature: _____

Printed Name: _____

Title (*if any*): _____

Date: _____

For PORTLAND GENERAL ELECTRIC COMPANY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**Attachment A
Facilities Study Agreement**

Data to be Provided by Applicant with the Facilities Study Agreement

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

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

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

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

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

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

Will an alternate source of auxiliary power be available during CT/PT maintenance?
Yes _____ No _____.

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation?
Yes _____ No _____ (Please indicate on the one-line diagram.)

What type of control system or PLC will be located at the Generating Facility? _____.

What protocol does the control system or PLC use? _____.

Business Contact Information:

Applicant	PGE
Contact Name:	Contact Name:
Phone Number:	Phone Number:
E-mail:	E-mail:
Mailing Address:	Mailing Address:

Legal Notice:

Applicant	PGE
Name:	Name:
Mailing Address:	Mailing Address:
E-mail:	E-mail:

Attachment B
Facilities Study Agreement
PGE Provided Scope, Schedule, and Budget for Facilities Study

A. SCOPE

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

B. COST

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

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

After delivery of the Study, any remaining balance is due to PGE within ~~thirty (30) fifteen (15)~~ calendar days of PGE's request for payment.

Payments should be directed to:

C. SCHEDULE

PGE estimates that it will need at least ~~thirty six (3060)~~ business days to complete the Study from the time PGE receives both the signed Study agreement and the Initial Payment. If PGE determines during the Study process that supplemental or clarifying information is required, then PGE will request the information from the applicant. The time necessary to complete the Study will be extended by the time required for the receipt of the additional information. PGE may require a reasonable extension of time to complete the Study at any time during the Study process per Tariff.



Community Solar Facility Certificate of Completion Form¹

Applicant Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Cell/Evening): _____

E-Mail: _____

Site Location for Community Solar Facility

Street Address/GPS Coordinates: _____

City: _____ State: _____ Zip Code: _____

Installer

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Cell/Evening): _____

E-Mail: _____

Final electric inspection form attached

Final Electric Inspection and Applicant Signature

The Community Solar Facility is complete and has been approved by the local electric inspector having jurisdiction. **A signed copy of the electric inspector's form indicating final approval is attached.** The Applicant acknowledges that the Community Solar Facility is not ready for operation until receipt of the acceptance and final approval by Portland General Electric (PGE) as provided below.

Applicant Signature: _____ Date: _____

Printed Name: _____

.....

¹ The interconnection shall not be deemed complete and ready for operation until the Applicant has complete this form, secured the necessary attachments and signatures and returned a copy to PGE at PGE's designated address.

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

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

PGE waives Witness Test? (Initial) Yes (____) No (____)

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

PGE Signature: _____ Date: _____

Printed Name: _____ Title: _____



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

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

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

Recitals:

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

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

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

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

1. Scope and Limitations of Agreement

- 1.1. Scope.** The Agreement establishes standard terms and conditions approved by the Public Utility Commission of Oregon (“Commission”) under which the Community Solar Facility with a Nameplate Capacity of 3 MW or less will interconnect to and operate in parallel with PGE’s T&D System. Additions, deletions or changes to the standard terms and conditions of an Interconnection Agreement will not be permitted unless they are mutually agreed to by the Parties or approved by the Commission if required by Tariff.
- 1.2. Power Purchase.** The Agreement does not constitute an agreement to purchase, transmit, or deliver the Applicant’s power nor does it constitute an electric service agreement.
- 1.3. Other Agreements.** Nothing in this Agreement is intended to affect any other agreement between PGE and the Applicant or another Interconnection Customer.
- 1.4. Responsibilities of the Parties**
 - 1.4.1. The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations, operating requirements and good utility practice.
 - 1.4.2. The Applicant will construct, interconnect, own, operate, and maintain its Community Solar Facility in accordance with the Agreement, the Tariff, IEEE Standard 1547, the National Electrical Code and applicable standards required by the Commission.

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

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

Commented [SSA16]: Deleted 1.4.4. because too broad and vague. Could be read to allow PGE to charge CSP Project for upgrades to system necessary to accommodate other interconnections. Not in standard IA. Not clear why should be added to the CSP IA.

Formatted: Font: Italic

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

Commented [SSA17]: The language in italics is what is found in the Standard IA. The language in this agreement may be broader. However, the definition of "control area" for this provision is the same definition of "control area" used in a different provision in the standard IA, so the definition of control area is not objectionable. Just a question of whether applying this provision to control area is broader than applying as specified in standard IA. .

Commented [SSA18]: This prohibition is not included in Standard PPA but does not seem objectionable.

Commented [SSA19]: Staff not aware that the Commission has decided that costs for interconnection should be allocated differently for CSP projects than utilities, other than requiring that CSP projects be allowed to interconnect with ERIS. Accordingly, substituted the language from the small gen. IA.

1.6. Metering and Monitoring. ~~The Applicant will be responsible for metering and monitoring as required by OAR 860-082-0070. The Applicant will be responsible for PGE's reasonable and necessary cost for the purchase, installation, operation, and testing of metering and monitoring equipment as required by Tariff and as may be detailed in this Agreement. The Applicant's metering and monitoring equipment shall conform to applicable industry rules and requirements.~~

1.7. Power Quality. The Applicant will design its Community Solar Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection that meets the requirements set forth in IEEE 1547. PGE may, in some circumstances, also require the Applicant to follow voltage or VAR schedules used by similarly situated, comparable generators in the control area. Any special operating requirements will be detailed in Form 7 provided on the Commission website and completed by PGE as required by the Tariff. Under no circumstances shall these additional requirements for voltage or reactive power support exceed the normal operating capabilities of the Community Solar Facility.

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

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

Commented [SSA20]: Interconnection customer is not required to reimburse PGE witness testing costs in standard IA.

Commented [SSA21]: Changing this language to match what is in the small gen. IA.

2.2. Right of Access. As provided in the Tariff, PGE will have access to the Applicant's premises for

any reasonable purpose in connection with the Interconnection Application and Interconnection Agreement that is entered in to pursuant to the Tariff or if necessary to meet the legal obligation

{00038814.1}INTERCONNECTION AGREEMENT FOR COMMUNITY SOLAR FACILITY, PAGE 2 OF 18

to provide service to its customers. Access will be requested at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition.

3. Effective Date, Term, Termination, and Disconnection

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

Commented [SSA22]: 3.1 is not the same as small gen. IA but believe the changes are appropriate given that this interconnection is only to apply if the project is a CSP Project.

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

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

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

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

3.2.4. The Commission may order termination of this Agreement.

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

Commented [SSA23]: 3.24 is not in small gen. IA. Not clear why it is appropriate to give parties' right to terminate because of Force Majeure event.

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

Commented [SSA24]: 3.26 is not in small gen. IA. Utility is adequately protected from having to maintain CSP IA for project that is not operating as CSP Project under 3.2.2. and 3.2.7. Presumably CSP project not operating as CSP due to termination of some sort at PA or Commission level. Utility does not need this additional protection connected with PPA.

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

Commented [SSA25]: 3.27. This is not in small gen. IA, but may be appropriate for CSP IA.

3.3. Effect of Termination

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

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

Commented [SSA26]: The requirement that applicant pay PGE for any costs/expenses incurred up to the time of termination is not in small gen. IA. Staff not aware of Commission order supporting such a cost allocation provision.

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

Commented [SSA27]: Temporarily included small gen. IA. Possibly redundant with language of provision. But, clarifying the disconnection is temporary seems worth the redundancy.

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

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

- 3.4.2. **Routine Maintenance, Construction, Repair.** PGE or Applicant may suspend interconnection service and temporarily disconnect the Community Solar Facility for maintenance, construction or repairs. The Parties will make reasonable efforts to provide five (5) business days' notice prior to interruption caused by maintenance (routine or otherwise), construction, or repair to the Community Solar Facility or PGE's T&D system and shall use reasonable efforts to coordinate such interruption.
- 3.4.3. **Outage.** PGE may suspend interconnection service during any forced outages of PGE's T&D System to effect immediate repairs. PGE shall use reasonable efforts to provide the Applicant with prior notice of forced outages. If prior notice is not given, PGE shall, upon request, provide the Applicant written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4. **Disruption or Deterioration of Service.** PGE may disconnect the Community Solar Facility where PGE determines that operation of the Community Solar Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Community Solar Facility could cause damage to PGE's T&D System. PGE will provide five (5) business days' notice before the disconnection and if the condition can be remedied, PGE will describe the remedial action necessary. Upon request, PGE will provide the Applicant all supporting documentation used to reach the decision to disconnect. PGE may disconnect the Small Generator Facility if the Applicant fails to perform the remedial action identified in the notice of disconnection within a reasonable time, but no less than five (5) business days after Applicant received the notice of disconnection. If an emergency conditions exist, in which case the provisions of Article 3.4.1 of the Agreement apply.
- 3.4.5. **Modifications of Community Solar Facility** If the Applicant makes any change to the Community Solar Facility, the Interconnection Equipment, the Interconnection Facilities, or to any other aspect of the interconnection, other than Minor Equipment Modifications, without prior written authorization of PGE, PGE may disconnect the Community Solar Facility until such time as the impact of the change has been studied by PGE and any reasonable requirements or additional equipment or facilities required by PGE to address any impacts from the changes have been implemented by the Parties. The requirement to apply to PGE for study and approval of modifications is governed by the Tariff.
- 3.5. **Restoration of Interconnection.** The Parties shall cooperate with each other to restore the Community Solar Facility, Interconnection Facilities, and PGE's T&D System to their normal operating state as soon as reasonably practicable following any disconnection or suspension pursuant to Article 3.4.

4. **Cost Responsibility and Billing.** ~~As provided in Tariff T,~~ the Applicant is responsible for the application fee and for such facilities, equipment, modifications, and upgrades as required in OAR 860-082-0035. ~~the cost of all facilities, equipment, modifications and upgrades needed to facilitate the interconnection of the Community Solar Facility to PGE's T&D System.~~ The Applicant will acquire all necessary property rights and permits for the construction of the Community Solar Facility as well as distribution line easements (meeting PGE requirements), including easements for PGE's owned underground cable route for the new service. The estimated costs set forth in the Attachments are only for the scopes of work that will be performed by PGE. Costs for any work being performed by the Applicant or for any Applicant-owned, supplied and installed equipment and associated design and engineering are not included in the Attachments.

Commented [SSA28]: 4. Changed to match small gen. IA.

4.1. Minor T&D System Modifications. Minor Modifications (such as changing meters, fuses, or relay settings) to PGE’s T&D System are identified in the Attachments to this Agreement, including a good-faith estimate of the cost of such Minor Modifications and the time required to build and install such Minor Modifications. PGE, in its sole discretion, shall determine what constitutes a Minor Modification.

Commented [SSA29]: 4.1. The last sentence (deleted) allocating costs of future minor modifications is not in the small gen. IA. Instead, that IA refers to costs of minor modifications necessary to gain approval of an application.

4.2. Interconnection Facilities. PGE has identified, under the study procedures of an Application review, the Interconnection Facilities necessary to safely interconnect the Community Solar Facility with PGE’s T&D System. PGE has provided a good faith itemization of the required Interconnection Facilities in the Attachments to this Agreement, including a good faith estimate of the cost of the Interconnection Facilities and the time required to build and install those Interconnection Facilities.

Commented [SSA30]: 4.2 Deleted the portion of this provision re: applicant is responsible for all reasonable future expenses because this is not consistent with OAR 860-082-0035(2), which provides the “public utility constructs, owns, operates, and maintains the interconnection facilities.”

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

Commented [SSA31]: 4.3 Modified to match small gen. IA

4.4. System Upgrades. PGE will design, procure, construct, install, and own any System Upgrades. A good faith estimate of the cost of the System Upgrades, including overhead costs, is set forth in Attachment A and will be directly assigned to the Applicant. An Interconnection Customer may be entitled to financial compensation from other PGE Interconnection Customers who, in the future, benefit from the System Upgrades paid for by the Interconnection Customer. Such compensation will be governed by separate rules promulgated by the Commission or by terms of a tariff filed and approved by the Commission. Such compensation will only be available to the extent provided for in the separate rules or tariff.

Commented [SSA32]: 4.4 This says “actual cost” in the small gen. IA. However, how it can be “actual costs” is not clear since the IA precedes the construction. It appears that “actual costs” and “good faith estimate” mean the same thing.

4.5. Adverse System Impact. PGE is responsible for identifying the possible Affected Systems and coordinating with those identified Affected Systems, to the extent reasonably practicable, to allow the Affected System owner an opportunity to identify Adverse System Impacts on its Affected System, and to identify what mitigation activities or upgrades may be required on PGE’s system or on the Affected System to address impacts on Affected Systems and accommodate a Community Solar Facility. Such coordination with Affected System owners shall include inviting Affected System owners to scoping meetings between PGE and the Applicant and providing the Affected System owner with study results and other information reasonably required and requested by the Affected System owner to allow the Affected System owner to assess impacts to its system and determine required mitigation, if any, for such impacts. The Parties acknowledge that PGE cannot compel the participation of the Affected System owner and that PGE is not itself responsible for identifying impacts or mitigation associated with an Affected System. The actual cost of any actions taken to address the Adverse System Impacts, including overhead costs, shall

Commented [SSA33]: This is significantly different than provision in small gen. IA. Need input from QF community about the changes.

be directly assigned to the Applicant. The Applicant may be entitled to financial compensation from other Public Utilities or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Applicant, to the extent allowed or required by the Tariff, Commission order or tariff. If the Parties have actual knowledge of an Adverse System Impact on an Affected System, the Applicant shall not interconnect and operate its Community Solar Facility in parallel with PGE's system, and PGE shall not authorize or allow the continued interconnection of the Community Solar Facility, unless and until such Adverse System Impact has been addressed to the reasonable satisfaction of the Affected System owner.

4.6. Billings.

- 4.6.1. The Applicant agrees to pay to PGE a deposit toward the cost to engineer, design, construct, procure and install any required Interconnection Facilities and/or System Upgrades. The amount of the deposit shall be (select one of the following):
- The Parties have not agreed to a schedule of progress payments and the Interconnection Customer shall pay a deposit equal to one hundred percent (100%) of the estimated cost of the Interconnection Facilities and System Upgrades. The amount of the deposit shall be \$_____;
 - The Parties have agreed to progress payments and final payment under the schedule of payments attached to this Agreement. The Applicant shall pay a deposit equal to the lesser of (a) twenty-five percent (25%) of the estimated cost of the Interconnection Facilities and System Upgrades, or (b) \$10,000. The parties agree the amount of the deposit shall be \$_____.

4.6.2. The Parties shall agree on milestones for which each Party is responsible and list them in Attachment C of this Agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than an Force Majeure Event, as defined in Article 5.4.1 of this Agreement, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) request appropriate amendments to Attachment C. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment.

4.6.3. If the actual costs of Interconnection Facilities and/or System Upgrades exceed the deposit amounts and/or progress and final payments provided for above, then the Applicant shall pay to PGE any balance owing or PGE shall refund any excess deposit or progress payment within thirty (30) calendar days of the date actual costs are determined.

4.6.4. Payments are due to PGE on of the date specified in Attachment C. Payments not made by the due date are subject to the terms of Article 5.5. PGE will not perform services under this Agreement until payments are received by PGE as set forth under this Agreement and the Attachments. All payments are due without prior notice or demand and without any setoff or deduction whatsoever.

~~4.6.5. At least twenty (20) business days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of PGE's Interconnection Facilities and System Upgrades, Applicant shall provide PGE, at Applicant's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to PGE and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover PGE's estimated costs for constructing, designing, procuring, and installing the applicable portion of PGE's Interconnection Facilities and System Upgrades and shall be reduced on a dollar for dollar basis for payments made to PGE under this Agreement during~~

4.6.5.

Commented [SSA34]: 4.6.2. This is not in the small gen. IA. May not be objectionable.

Commented [SSA35]: 4.6.3. This is not in the small gen. IA, but makes sense given that the applicant is to pay the cost and it is not possible to know what it is until after the work is done.

Commented [SSA36]: 4.6.4. Not in small gen. IA, but not necessarily objectionable. Milestones and milestone payments can be beneficial to both parties.

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Commented [SSA37]: 4.6.5. The provision re: security is not in the small gen. IA. The small generator interconnection rules do not provide for a security provision. This process is not the appropriate vehicle to experiment with new provisions unrelated to the CSP requirements.

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

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

5.1. Assignment. The Interconnection Agreement may be assigned by either Party upon fifteen (15) business days' prior written notice. Except as provided in Articles 5.1.1 and 5.1.2, said assignment shall only be valid upon the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld; ~~provided that in all instances (including assignment under Articles 5.1.1 and 5.1.2) the assigning Party must meet the requirements of Article 4.6.5 prior to assignment being approved.~~

Commented [SSA38]: 5.1 Paragraph 4.6.5. is removed so this portion of 5.1 is not necessary.

5.1.1. Either Party may assign the Agreement ~~(subject to Article 5.1)~~ to any affiliate (which shall include a merger of the Party with another entity), of the assigning Party with an equal or greater credit rating and with the legal authority (as determined by the non-assigning Party) and operational ability to satisfy the obligations of the assigning Party under this Agreement.

Commented [SSA39]: 5.1.1. "subject to 5.1" is not included in small gen. IA. The small gen. IA provides either party may assign to affiliate without consent of other party.

5.1.2. The Applicant shall have the right to assign the Agreement, without the consent of PGE, for collateral security purposes to aid in providing financing for the Community Solar Facility.

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

5.1.4. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

5.2. Limitation of Liability and Consequential Damages

5.2.1. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred.

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

~~5.3.0. PGE does not guarantee the completion of any project on the estimated in-service date as the work schedule is dependent on a number of variables, including but not limited to: (i) construction of other potential interconnection projects; (ii) timely payment; (iii) changes to the queue and (iv) permitting. PGE may modify the work schedule at its reasonable discretion as permitted in the Tariff.~~

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Commented [SSA40]: 5.3. The last sentence seems to conflict with 4.6.2. re: milestones. Modifications of milestones may be changed with consent of both parties.

~~5.3.~~

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5.4. Indemnity

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- 5.4.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of the Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 5.2.
- 5.4.2. 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.
- 5.4.3. If an indemnified Party is entitled to indemnification under this Article, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article to assume the defense of such a claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.4.4. If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.
- 5.4.5. Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.
- 5.4.6. The indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the indemnified Party. If the defendants in any such action include one or more indemnified Parties and the indemnifying Party and if the indemnified Party reasonably concludes that there may be legal defenses available to it and/or other indemnified Party which are different from or additional to those available to the indemnifying Party, the indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified Party or indemnified Parties having such differing or additional legal defenses.
- 5.4.7. The indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified Party and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified Party, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified Party, which shall not be reasonably withheld, conditioned or delayed.

5.5. 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. No default shall exist where failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by Tariff that the Tariff does not permit the Parties to mutually waive.

5.6. Default

5.6.1. Upon a default, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Article 5.5.2, the defaulting Party shall have ~~sixty forty five (6045)~~ **sixty** 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 ~~sixtyforty five (6045)~~ **sixty** calendar days, the defaulting Party shall commence such cure within twenty (20) calendar days after notice and continuously and diligently complete such cure within three (3) months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.

Commented [SSA41]: 5.6. The small gen. IA allows 60 days. Do. Not see reason to limit to 45 for CSP projects.

5.6.2. If a default is not cured as provided for in this Article 5.5, or if a default is not capable of being cured within the period provided for herein, ~~or if Applicant is in default for failure to pay PGE per this Agreement and Applicant has failed to cure the default within five (5) business days of notice from PGE of the default,~~ the non-defaulting Party shall have the right to terminate the Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates the Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity.

Commented [SSA42]: 5.6.2 The right to terminate the agreement if the generator misses a payment by more than 5 days is not in the small generator interconnection rules or small gen. IA. This additional authority for the public utility is not necessitated by CSP.

6. Insurance

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

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

- 6.2. Within ten (10) business days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) calendar days thereafter, the Applicant shall provide PGE with certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- 6.3. All insurance required by this Article 6 shall name PGE, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation against the Other Party Group and provide thirty (30) calendar days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition. The Applicant's insurance shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. The insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed to by the Parties.
- 6.4. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.
- 6.5. The requirements contained herein as to insurance are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

7. Miscellaneous

- 7.1. **Governing Law, Dispute Resolution.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Oregon, without regard to its conflicts of law principles. If a dispute related to this Agreement arises between the Parties, the Parties' representatives shall first attempt to resolve the dispute informally through negotiation and consultation and may agree to use the dispute resolution process offered by the Commission. If the Parties are unable to resolve their differences through such negotiation and consultation, then either Party may seek to enforce its rights in a court or governmental agency with jurisdiction over the dispute; provided, however, that any dispute within the jurisdiction of the Commission shall first be brought before the Commission, and each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the initial jurisdiction of the Commission with respect to such dispute.
- 7.2. **Amendment.** The Parties may mutually agree to amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of the Tariff and applicable Commission Orders and provisions of the laws of the State of Oregon.
- 7.3. **No Third-Party Beneficiaries.** The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
- 7.4. **Waiver**

Commented [SSA43]: 7.1. PGE omitted the very short dispute resolution Article in the small gen. IA that refers to the DR provisions in 860-082-0800. Staff understands that parties generally do not think these provisions are effective, so does not object to excluding reference to the DR. Suggests including a reference to the DR process being developed by AHD to make clear that parties may agree to make use of it.

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

regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

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

8. Notices and Records.

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

If to the Applicant:

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

If to PGE:

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

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

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

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

Applicant: _____
Attention: _____

Address: _____
City: _____ State: _____ Zip: _____

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

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

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

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

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

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

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

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

For the Applicant:

Signature: _____

Printed Name: _____

Title (*if applicable*): _____

Date: _____

For PGE:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment A

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

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

Attachment B

One-Line Diagram

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

Attachment C

Scope of Work/Milestones

Estimated In-Service Date: _____

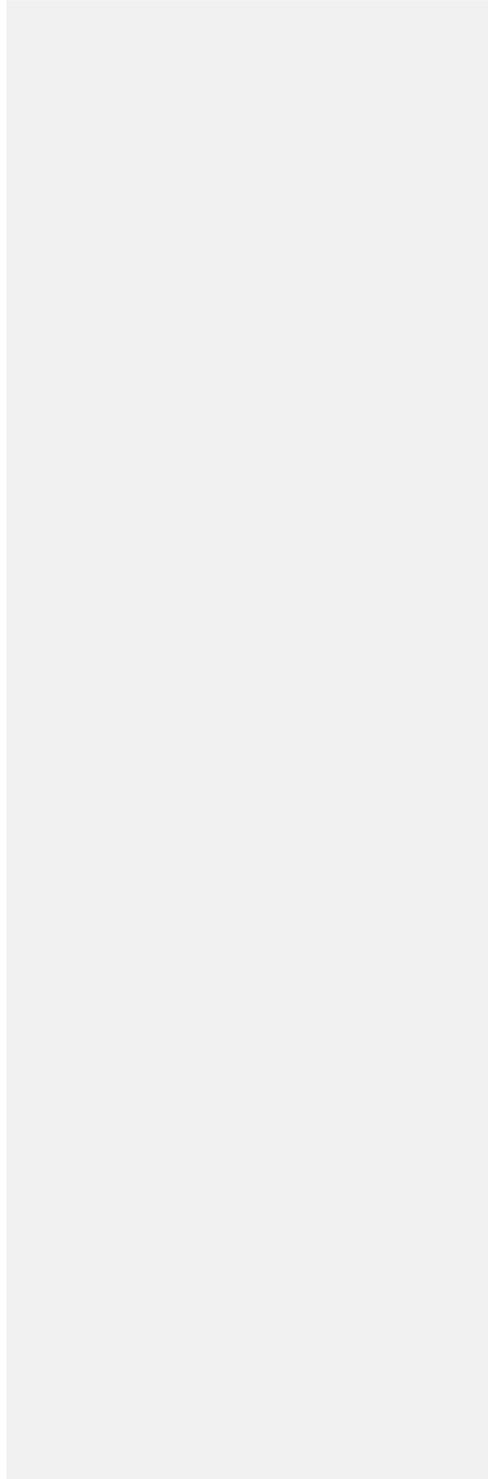
Critical milestones and responsibilities as agreed to by the Parties:

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

Attachment D

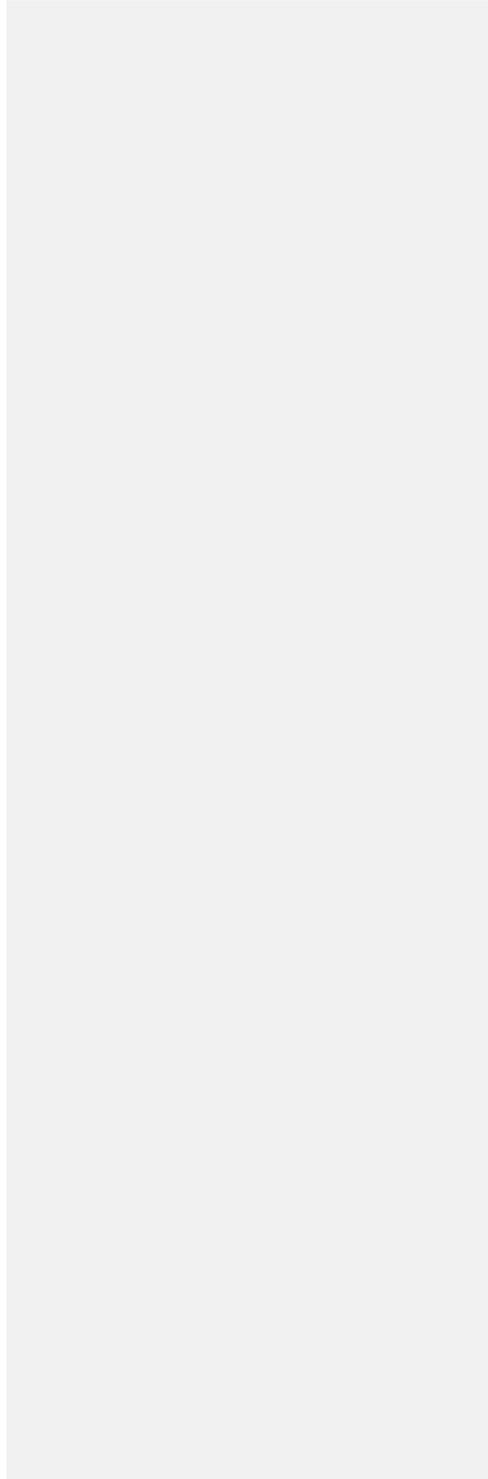
Additional Operating Requirements

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



Commented [SSA44]:

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825 NE Multnomah, Suite 2000
Portland, Oregon 97232

February 18, 2020

VIA ELECTRONIC FILING

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

Attention: Filing Center

**RE: Advice No. 20-003 – Schedule 126
Community Solar Program – Interconnection and Power Purchase Tariff
Schedule, Application, Procedures, and Standard Agreements**

In compliance with Order No. 20-038 and ORS 757.205, PacifiCorp, d/b/a Pacific Power (PacifiCorp or the Company), submits for filing the following proposed tariff pages associated with Tariff P.U.C. OR No. 36.

STAFF REVISED VERSION

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<u>Sheet</u>	<u>Schedule/Rule</u>	<u>Title</u>
Ninth Revision of Sheet No. INDEX-4		Table of Contents – Schedules
Original Sheet No. 126-1	Schedule 126	Community Solar Program – Interconnection and Power Purchase
Original Sheet No. 126-2	Schedule 126	Community Solar Program – Interconnection and Power Purchase
Original Sheet No. 126-3	Schedule 126	Community Solar Program – Interconnection and Power Purchase
Original Sheet No. 126-4	Schedule 126	Community Solar Program – Interconnection and Power Purchase
Original Sheet No. 126-5	Schedule 126	Community Solar Program – Interconnection and Power Purchase
Original Sheet No. 126-6	Schedule 126	Community Solar Program – Interconnection and Power Purchase

As part of this filing, the Company also submits the application, procedures, and standard agreements necessary to implement the Community Solar Program (CSP) in the State of Oregon. Exhibits 1 through 9 to this Advice Letter contains the Company’s proposed tariff, application,

procedures, and standard agreements for the CSP. The Company requests the tariff, application,

procedures, and standard agreements become effective upon Commission approval. An Application for Less than Statutory Notice is included with this filing.

Purpose

This filing establishes PacifiCorp's CSP interconnection terms and procedures in compliance with Order 20-038, and the terms under which PacifiCorp will purchase energy from a Community Solar Project. Attached for Public Utility Commission of Oregon (Commission) review and approval is Schedule 126 and supporting documents, which are provided as Exhibits 1 through 9 to this advice filing as listed below:

- 1) Exhibit 1 – Schedule 126
- 2) Exhibit 2 – CSP Interconnection Application
- 3) Exhibit 3 – Interconnection Procedures for CSP Projects
- 4) Exhibit 4 – System Impact Study Agreement for CSP Projects
- 5) Exhibit 5 – Facilities Study Agreement for CSP Projects
- 6) Exhibit 6 – CSP Project Completion Form
- 7) Exhibit 7 – CSP As Built Form
- 8) Exhibit 8 – CSP Project Interconnection Agreement
- 9) Exhibit 9 – CSP Purchase Agreement

In seeking approval of the attached documents, PacifiCorp acknowledges that any subsequent revisions to Schedule 126 and any of the supporting documents contained in Exhibits 1 through 9 will require Commission review and approval.

Additional Considerations

I. References in Schedule 126

PacifiCorp has structured Schedule 126 to include hyperlinks to its Oregon Rates and Tariffs webpage; after Commission approval of these materials, PacifiCorp will post the Interconnection Procedures for CSP projects and other supporting documents listed above and contained in Exhibits 1 through 9 at that location. PacifiCorp will submit any revisions to these standard procedures and forms to the Commission for review and approval, in accordance with the tariff modification process.

Schedule 126 also makes reference to Schedule 127, which will set forth the terms under which PacifiCorp consumers may participate in the Oregon CSP. PacifiCorp anticipates that it will file Schedule 127 following a meeting with Commission Staff in mid-March, 2020.

II. Oversubscription risk allocation

PacifiCorp notes that, under the annual bill credit reconciliation process defined in the Program Implementation Manual,¹ its non-participating customers would bear some of the risk of CSP

¹ Program Implementation Manual at 81-82.

participant oversubscription. The Program Administrator and Commission Staff are aware of this issue, and have advised PacifiCorp that the Program Implementation Manual language will be revised to appropriately allocate that risk to CSP participants. In the event that these revisions do not occur, PacifiCorp will file a revision to Schedule 126 to include a provision to permit it to recover these costs from Community Solar Project Managers.

III. Network upgrade costs

On January 16, 2020, the Commission held a Special Public Meeting to address bridge implementation plans for the CSP interconnections. An order was issued on February 4, 2020, which adopted the Staff Report dated January 10, 2020 (Staff Report) that recommended approval of the implementation plans. Among other items, the Staff Report noted that PacifiCorp's implementation plan included a non-binding, informational analysis of the requirements associated with interconnecting the CSP project using Network Resource Interconnection Service (NRIS Interconnection).² The NRIS Interconnection study results will provide good-faith estimates of the costs and timing of upgrades that would have been necessary if the CSP project had been required to interconnect at an NRIS level, which examines the potential interconnection-related *deliverability* network upgrades and costs. These NRIS Interconnection study results will be for informational purposes only because CSP projects will be interconnected at an Energy Resource Interconnection Service (ERIS) level (and, importantly, also subject to the Commission-approved project capping methodology).

To be clear, this does not mean that CSP interconnections will never require network upgrades. Indeed, ERIS can and often does require some level of network upgrades. ERIS does not, however, account for interconnection-related *deliverability* network upgrades like NRIS. As a result, while the informational NRIS section of the CSP study may offer a preview of potential deliverability-related costs (or potential lack of deliverability-related costs), no deliverability-related network upgrades will be identified until a transmission service study (resulting from a transmission service request or TSR) is completed. However, the transmission service study does not relate to the *interconnection* of CSP projects, but instead relates to the *delivery* of the output of the CSP project to serve PacifiCorp's customers.

As reflected in the Staff Report, as well as in the discussion at the Special Public Meeting, PacifiCorp was required to provide additional explanation about what, if anything, the Company proposes to do with the informational NRIS section of the CSP interconnection studies, as well as propose a more detailed process to address transmission service-related network upgrades at the time it filed its CSP Tariff. As described in more detail below, PacifiCorp proposes that: (1) the Program Administrator consider the NRIS Interconnection study results in determining whether to recommend pre-certification; and (2) the CSP Purchase Agreement include a provision allowing appropriate steps should the TSR study identify deliverability-related network upgrades.

² Docket No. UM 1930, Order No. 20-038, Appendix A at 7 of 23.

a. The Program Administrator should consider the NRIS Interconnection study results for pre-certification.

OAR 860-088-0040 governs pre-certification. Under Section 3 of that provision, the Program Administrator reviews applications for pre-certification to determine compliance and presents the applications to the Commission for pre-certification. PacifiCorp recommends:

1. As a part of its recommendation regarding pre-certification, the Program Administrator be required to consider the results of the NRIS study and in, particular, the extent of potential transmission system upgrades that will be required to reliably interconnect the CSP Project.
2. The Commission consider the potential transmission system upgrades in determining whether to approve pre-certification.
3. PacifiCorp be allowed to submit comments and participate in any proceeding to determine pre-certification.
4. If the Commission approves pre-certification, then it should determine who will bear the costs of the transmission system upgrades identified by the NRIS study. If PacifiCorp's customers are required to pay such costs, then the Commission should find that such costs are reasonable, subject to final prudence review, for recovery in Oregon retail rates.

b. The CSP PPA should allow the parties to address deliverability-related network upgrades.

Regarding the potential for the TSR to trigger deliverability-related network upgrades, PacifiCorp has included a provision (Section 3.1) in the CSP Purchase Agreement that requires the Company to submit its TSR promptly following the effective date of the CSP Purchase Agreement to determine if any transmission system upgrade costs will be necessary as a condition of obtaining transmission service to deliver the output of the CSP project. If the TSR study identifies transmission system upgrade costs, PacifiCorp and the Project Manager will promptly meet to determine how the transmission system upgrade costs will be addressed. If PacifiCorp and the Project Manager are unable to reach an agreement regarding how the upgrade costs will be addressed, then the Company will submit the matter to the Commission for a determination of whether, as a consequence of the identified transmission system upgrades, the CSP Purchase Agreement should be terminated or amended. As a part of that proceeding, the Commission would consider the magnitude of the deliverability-related network upgrades and who should be responsible for such costs. Alternatively, the Project Manager will have the option to terminate the CSP Purchase Agreement.

Public Utility Commission of Oregon
February 18, 2020
Page 5

Data Requests

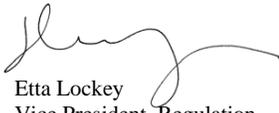
It is respectfully requested that all formal data requests regarding this matter be addressed to:

By email (preferred): datarequest@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Please direct any informal questions about this filing to Cathie Allen, Regulatory Affairs Manager,
at (503) 813-5934.

Sincerely,



Etta Lockey
Vice President, Regulation

Enclosures

LESS THAN STATUTORY NOTICE APPLICATION

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

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

IN THE MATTER OF THE APPLICATION OF) UTILITY L.S.N. APPLICATION
 PacifiCorp d/b/a Pacific Power)
 (UTILITY COMPANY)) NO. _____
 TO WAIVE STATUTORY NOTICE.) (LEAVE BLANK)

NOTE: ATTACH EXHIBIT IF SPACE IS INSUFFICIENT.

1. GENERAL DESCRIPTION OF THE PROPOSED SCHEDULE(S) ADDITION, DELETION, OR CHANGE. (SCHEDULE INCLUDES ALL RATES, TOLLS AND CHARGES FOR SERVICE AND ALL RULES AND REGULATIONS AFFECTING THE SAME)
 The purpose of this filing is to establish PacifiCorp's Community Solar Program interconnection terms and procedures in compliance with Commission Order No. 20-038, and the terms under which PacifiCorp will purchase energy from a Community Solar Project.

2. APPLICANT DESIRES TO CHANGE THE SCHEDULE(S) NOW ON FILE KNOWN AND DESIGNATED AS: (INSERT SCHEDULE REFERENCE BY NUMBER, PAGE, AND ITEM)
 N/A

3. THE PROPOSED SCHEDULE(S) SHALL BE AS FOLLOWS: (INSERT SCHEDULE REFERENCE BY NUMBER, PAGE AND ITEM)
 Ninth Revision of Sheet No. INDEX-4 Table of Contents – Schedules
 Original Sheet No. 126-1 Schedule 126 Community Solar Program – Interconnection and Power Purchase
 Original Sheet No. 126-2 Schedule 126 Community Solar Program – Interconnection and Power Purchase
 Original Sheet No. 126-3 Schedule 126 Community Solar Program – Interconnection and Power Purchase
 Original Sheet No. 126-4 Schedule 126 Community Solar Program – Interconnection and Power Purchase
 Original Sheet No. 126-5 Schedule 126 Community Solar Program – Interconnection and Power Purchase
 Original Sheet No. 126-6 Schedule 126 Community Solar Program – Interconnection and Power Purchase

4. REASONS FOR REQUESTING A WAIVER OF STATUTORY NOTICE:
 Based on discussions with Commission Staff PacifiCorp is requesting that the tariff and supporting documents become effective upon Commission approval which could be as early as the March 10, 2020 Public Meeting.

5. REQUESTED EFFECTIVE DATE OF THE NEW SCHEDULE(S) OR CHANGE(S): Upon Commission approval

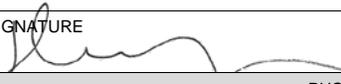
AUTHORIZED SIGNATURE 	TITLE Vice President, Regulation	DATE February 18, 2020
PUC USE ONLY		
<input type="checkbox"/> APPROVED <input checked="" type="checkbox"/> DENIED	EFFECTIVE DATE OF APPROVED SCHEDULE(S) OR CHANGE	
AUTHORIZED SIGNATURE	DATE	

Exhibit 1

Schedule No. STAFF REVISED VERSION

OTHER	
8	EEAST On-Bill Repayment Program
9	Residential Energy Efficiency Rider – Optional Weatherization Services – No New Service
10	Voluntary On-Bill Repayment Program
60	Company Operated Electric Vehicle Charging Station Service
73	Large Customer Curtailment Option
105	Irrigation Load Control Program
115	Commercial and Industrial Energy Efficiency Retrofit Incentives – 20,000 Square Feet or Less– No New Service
116	Commercial and Industrial Energy Efficiency Retrofit Incentives– No New Service
125	Commercial and Industrial Energy Services– No New Service
126	Community Solar Program Interconnection and Power Purchase
135	Net Metering Service – Optional for Qualifying Consumers
136	Net Metering Option Volumetric Incentive Rate Pilot – Optional for Qualifying Customers
137	Competitive Bid Option Volumetric Incentive Rate Pilot – Optional for Qualifying Customers
293	New Large Load Direct Access Program – Cost Of Service Opt-Out
300	Charges as Defined by the Rules and Regulations
400	Special Contracts
600	ESS Charges

(N)



A DIVISION OF PACIFICORP

COMMUNITY SOLAR PROGRAM
INTERCONNECTION AND POWER PURCHASE

OREGON
SCHEDULE 126

Available

In all territory served by the Company in the State of Oregon.

Definitions

As-Available Rate is the rate at which PacifiCorp will purchase a CSP Project's Unsubscribed Energy. The As-Available Rate will be calculated using on the Non-Firm Market Price Index, as defined in the CSP Purchase Agreement.

Certified Projects are CSP Projects that have been certified by the Commission under OAR 860-088-0050.

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

CSP Interconnection is the interconnection service offered by the Company to CSP Projects.

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

CSP Project means a solar photovoltaic energy facility designed to generate electric energy on behalf of Participants and for which Participants receive credit on their electric bills as provided in the CSP Rules, Program Implementation Manual and this schedule. A CSP Project is a single facility with a discrete point of interconnection that is otherwise capable of meeting the definition of "community solar project" in ORS 757.386(1)(a).

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

Energy means the non-firm electric energy, expressed in kWh, generated by the CSP Project and delivered to the Company in accordance with the conditions of this schedule and the CSP Purchase Agreement. Energy is comprised of both Subscribed Energy and Unsubscribed Energy, and is measured net of Losses and Station Use.

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

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

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

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

(continued)

(N)

(N)



A DIVISION OF PACIFICORP

COMMUNITY SOLAR PROGRAM
INTERCONNECTION AND POWER PURCHASE

OREGON
SCHEDULE 126

Definitions (continued)

Prudent Electrical Practices are those practices, methods, and equipment that are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy.

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

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

Program Implementation Manual means the set of guidelines and requirements for implementing the CSP adopted by the Commission in Order No. 19-438, as may be periodically amended.

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

PURPA means the Public Utility Regulatory Policies Act of 1978.

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

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

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

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

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

Transmission Provider means PacifiCorp acting in its capacity as interconnection and transmission provider.

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

(N)

(N)

(continued)



A DIVISION OF PACIFICORP

COMMUNITY SOLAR PROGRAM
INTERCONNECTION AND POWER PURCHASE

OREGON
SCHEDULE 126

Part 1: CSP Interconnection

Applicable

To a CSP Project that:

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

CSP Interconnection Process

1. **Requesting CSP Interconnection.** To request CSP Interconnection, an applicant must submit a valid CSP Interconnection Application to the Company in accordance with the CSP Interconnection Procedures. Both documents are available on the website at <https://www.pacificpower.net/about/rates-regulation/oregon-rates-tariffs.html> and available from the Company upon request. The Company will process the CSP Interconnection Application in accordance with the CSP Interconnection Procedures.
2. **CSP Interconnection Study Process.** The Company will study CSP Interconnection requests in accordance with its CSP Interconnection Procedures and using an Energy Resource Interconnection Service study process, as defined in the Company's Open Access Transmission Tariff. However, the Company will also perform a non-binding, informational analysis of the requirements associated with interconnecting the CSP Project using its Network Resource Interconnection Service study process, as defined in the Company's Open Access Transmission Tariff. This non-binding Network Resource Interconnection Service analysis will be provided in the same system impact study report as the binding CSP Interconnection analysis, along with good-faith estimates of both costs and timing of any system upgrades necessary for both types of service.
3. **CSP Interconnection Queue.** The Company will process CSP Interconnection Applications for CSP Projects in a CSP Interconnection queue, separate and parallel to the traditional serial queue. The Company will process all CSP Interconnection Applications in the order received. Requests for CSP Interconnection will be assigned CSP Interconnection queue positions in the order in which the request, and all associated requirements, are received.
4. **Low-side Metering.** An applicant may request Low-side Metering for a CSP Project 360 kW and smaller.
5. **Joint Study.** The Company may conduct a joint study for two or more CSP Projects that request interconnection to the same distribution circuit, so long as the CSP Projects submit CSP Interconnection Applications within seven (7) calendar days of each other and each requests a joint study. Such CSP Projects shall share in the costs for CSP interconnection study purposes in accordance with the process described in the Interconnection Procedures for CSP Projects, available on the Company's website at <https://www.pacificpower.net/about/rates-regulation/oregon-rates-tariffs.html> and available from the Company upon request.

(N)

(N)

(continued)



A DIVISION OF PACIFICORP

COMMUNITY SOLAR PROGRAM
INTERCONNECTION AND POWER PURCHASE

OREGON
SCHEDULE 126

Page 4

Part 1: CSP Interconnection (continued)

(N)

CSP Interconnection Documents

1. The CSP Interconnection Application is available on the Company's website at <https://www.pacificpower.net/about/rates-regulation/oregon-rates-tariffs.html> and available from the Company upon request.
2. Interconnection of a CSP Project shall be governed by the terms, conditions and provisions of the Commission-approved Interconnection Procedures for CSP Projects, which is available on the Company's website at <https://www.pacificpower.net/about/rates-regulation/oregon-rates-tariffs.html> and available from the Company upon request.
3. The System Impact Study Agreement for CSP Projects is available on the Company's website at <https://www.pacificpower.net/about/rates-regulation/oregon-rates-tariffs.html> and available from the Company upon request.
4. The Facilities Study Agreement for CSP Projects is available on the Company's website at <https://www.pacificpower.net/about/rates-regulation/oregon-rates-tariffs.html> and available from the Company upon request.
5. The CSP Project Completion Form is available on the Company's website at <https://www.pacificpower.net/about/rates-regulation/oregon-rates-tariffs.html> and available from the Company upon request.
6. The CSP Project Interconnection Equipment As Built Specifications, Initial Settings, and Operating Requirements Form is available on the Company's website at <https://www.pacificpower.net/about/rates-regulation/oregon-rates-tariffs.html> and available from the Company upon request.
7. The CSP Project Interconnection Agreement is available on the Company's website at <https://www.pacificpower.net/about/rates-regulation/oregon-rates-tariffs.html> and available from the Company upon request.

Part 2: CSP Purchase Agreement

Applicable

To a CSP Project that is:

1. Located within the Company's Oregon Service Territory;
2. Certified or exempt from certification as a Qualifying Facility under PURPA; and
3. Pre-certified or Certified as a CSP Project by the Commission under OAR 860-088-0050.

(N)

(continued)

Part 2: CSP Purchase Agreement (continued)

Contracting Process

Upon request by a Project Manager, the Company will enter into a CSP Purchase Agreement for the procurement and purchase of Energy from the CSP Project as provided below.

1. **Requesting a Draft CSP Purchase Agreement.** To obtain a draft CSP Purchase Agreement, the Project Manager must notify the Company of its intent to enter into a CSP Purchase Agreement and provide the Company, in writing, with the general project information listed below.
 - a. Confirmation of QF status or exemption (e.g., filed FERC Form 556 QF certification);
 - b. Design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system;
 - c. Solar generation technology and other related technology;
 - d. Site location;
 - e. Anticipated schedule of monthly power deliveries;
 - f. ~~Estimate Calculation or determination~~ of minimum and maximum annual deliveries;
 - g. Proposed on-line date;
 - h. Status of interconnection arrangements; and
 - i. Point of interconnection.

Upon receipt of complete project information, the Company will provide a draft CSP Purchase Agreement to the Project Manager for review. The form of CSP Purchase Agreement is available on the Company's website at <https://www.pacificpower.net/about/rates-regulation/oregon-rates-tariffs.html> and available from the Company upon request.

When both Company and Project Manager are in full agreement as to all terms and conditions of the draft CSP Purchase Agreement, the Company will prepare and forward to the Project Manager within fifteen (15) business days, a final executable version of the agreement. Following the Company's execution a completely executed copy of the CSP Purchase Agreement will be returned to the Project Manager.

CSP Administration

1. **Energy Delivery.** Once a Certified Project has commenced commercial operation, not later than the second day of each month, the Company will report to the Program Administrator the amount of Energy that it has received from the Certified Project at the Point of Delivery for the preceding month, as reflected by the Company's metering equipment. In the case of a Certified Project with Low-Side Metering, the Company's metering equipment is programmed to calculate transformer Losses based on the efficiency rating of the transformer and any associated equipment.

(continued)

(N)

(N)

Part 2: CSP Purchase Agreement (continued)

CSP Administration (continued)

2. **Compensation.** As provided in the Program Implementation Manual, CSP Purchase Agreement and PacifiCorp Schedule 127, the Company shall provide compensation monthly for each kWh of Energy accepted at the Point of Delivery as follows:

Subscribed Energy. For all Subscribed Energy delivered by the Certified Project to the Company at the Point of Delivery, the Company will apply a bill credit to each Participant's utility bill in accordance with the process and calculations set forth in ORS 757.386(6), OAR 860-088-0170, the Program Implementation Manual, the CSP Purchase Agreement and PacifiCorp Schedule 127. At the direction of the Program Administrator, the Company will collect participation fees from Participants on behalf of a Project Manager in accordance with the processes described in the Program Implementation Manual and PacifiCorp Schedule 127. The Company will remit the entirety of these collections to the Program Administrator on a monthly basis, except as otherwise provided in the CSP Purchase Agreement.

Unsubscribed Energy. The Company will pay the Program Administrator on a monthly basis for each kWh of Unsubscribed Energy delivered by the Certified Project to the Company at the Point of Delivery in the manner described in OAR 860-088-0140, the Program Implementation Manual, and the CSP Purchase Agreement.

3. **Program Fees.** In addition to bill credits, the Company will apply Program Fees to each Participant's monthly utility bill in accordance with the process set forth in the Program Implementation Manual and PacifiCorp Schedule 127.
4. **Term.** The Term of the CSP Purchase Agreement is twenty (20) years from the Commercial Online Date of the CSP Project.

CSP Purchase Agreement Documents

The form of CSP Purchase Agreement is available on the Company's website at <https://www.pacificpower.net/about/rates-regulation/oregon-rates-tariffs.html> and available from the Company upon request.

(N)

(N)

Exhibit 2



Community Solar Project Interconnection Application

**Application for Interconnection of Community Solar Project(s)
(Tier 2 or Tier 4 Interconnection)**

Applicant Contact Information:

Name: _____

Mailing Address: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

*Does the applicant request to be jointly studied with other Community Solar Projects¹, if applicable?

Yes: No:

Location of Where the Community Solar Project will be Interconnected (if different from above):

Please provide a valid street address or specific Latitude/Longitude as follows:

Street Address: _____

City: _____ State: _____ Zip Code: _____

Or

Latitude: _____ Longitude: _____

Proposed Substation/circuit: _____

*If the applicant requests to be jointly studied with other Community Solar Projects, please provide a valid street address or specific Latitude/Longitude of the other Community Solar Projects as follows (add more if necessary):

1. Street Address: _____

City: _____ State: _____ Zip Code: _____

Or

Latitude: _____ Longitude: _____

Proposed Substation/circuit: _____

¹When used in this application, with initial capitalization, the terms specified shall have the meanings given in the Public Utility's Community Solar Project Interconnection Procedures ("CSP Interconnection Procedures").



Community Solar Project Interconnection Application
(cont.)

System Installer/Consulting Engineer:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Requested Procedure Under Which to Evaluate Interconnection Request:

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

- Tier 2** - Certified interconnection equipment with an aggregate Electric Nameplate Capacity of 2 MW or less. Indicate type of certification below. The application processing fee amount is \$500.
 - Lab Tested - tested to IEEE 1547.1 and other specified standards by a nationally recognized testing laboratory and is appropriately labeled.
 - Field Tested – an identical small generator facility has been approved by the public utility under a Tier 4 study review process within the prior 36 months of the date of this interconnection request.
- Tier 4** – Electric Nameplate Capacity rating is 3 MW or smaller and the Community Solar Project does not qualify for a Tier 2-review or has been reviewed but not approved under a Tier 2 review. Application processing fee amount is \$1000.

Field Tested Equipment:

If the field tested equipment box is checked above, please include with the completed application the following information which will be required for review of Tier 2 field tested small generator facilities:

- A copy of the Certificate of Completion, signed by the public utility that has approved an identical small generator facility for parallel operation.
- A copy of all documentation submitted to the public utility that approved the small generator facility for parallel operation under a Tier 4 study process.
- A written statement by the Applicant indicating that the small generator facility being proposed is identical, except for Minor Equipment Modification, to the one previously approved by the public utility for parallel operation.
- If a Tier 2 Application, utilizing Field Tested equipment, is proposed the remainder of the application will not be required to be completed.



Community Solar Project Interconnection Application
(cont.)

Community Solar Project Information:

List interconnection components/system(s) to be used in the Community Solar Project that is lab certified (required for Lab Tested, Tier 2 Interconnection requests only).

Component/System	NRTL Providing Label & Listing
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Please provide copies of manufacturer brochures or technical specifications

Electric Service Information for Applicant's Facility Where Community Solar Project Will Be Interconnected:

Capacity: _____ (Amps) Voltage: _____ (Volts)

Type of Service: Single Phase Three Phase

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

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

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

Transformer Impedance: _____ % on _____ kVA Base

If Three Phase:

Transformer Primary: ___ Volts ___ Delta ___ Wye ___ Wye Grounded Transformer

Secondary: ___ Volts ___ Delta ___ Wye ___ Wye Grounded Transformer Tertiary:

Volts Delta Wye Wye Grounded

Energy Production Equipment/Inverter Information:

Total Community Solar Project Electric Nameplate Rating: _____ kW _____ kVA

Rated Voltage: _____ Volts

Rated Current: _____ Amps

Manufacturer: _____ Model: _____

Type: Forced Commutated Line Commutated

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



Community Solar Project Interconnection Application
(cont.)

CSP interconnection requests will be eligible if the proposed generator, together with all other interconnected and requested generation in the local area, is less than 100 percent of minimum daytime load (MDL)

If MDL is available then:

Interconnection Line Information

- (1) MDL: _____ kW
- (2) Proposed Generation = _____ kW
- (3) Maximum Available Capacity = (1) – (2) = _____ kW
- (4) Maximum Physical Export Capability Requested (cannot exceed (3)): _____ kW

If MDL is not available then:

Interconnection Line Information

- (1) Summer Peak Load: _____ x 30% = _____ kW
- (2) Existing and Proposed Generation = _____ kW
- (3) Maximum Available Capacity = (1) – (2) = _____ kW
- (4) Maximum Physical Export Capability Requested (cannot exceed (3)): _____ kW

Number of Inverters: _____

Per Inverter Electric Nameplate

Capacity Rated Output: _____ Amps _____ Volts _____ kVA _____ kW

Efficiency: _____ % Power Factor: _____ %

System Type Tested (Total System): Yes No (product literature required to be attached)

Individual Generator Rated Power Factor

Leading: _____ Lagging: _____

Additional Information For the Community Solar Project:

DC Source / Prime Mover:

Open Circuit Voltage (If applicable): _____ Volts

Rated Current: _____ Amps

Short Circuit Current (If applicable): _____ Amps

Other Community Solar Project Information:

One Line Diagram attached: Yes No

Plot Plan attached: Yes No

Installation Test Plan attached: Yes No



Community Solar Project Interconnection Application
(cont.)

Estimated Commissioning Date (if known): _____

The following are required with the application:

- Enclose copy of site electrical one-line diagram showing the configuration of all Community Solar Project equipment, current and potential circuits, and protection and control schemes.
- Enclose copy of any site documentation that indicates the precise physical location of the proposed Community Solar Project (e.g., USGS topographic map, distance from public utility facility number, other diagram or documentation).
- Enclose copy of any documents that provide proof of site control.

Applicant Signature:

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

I hereby certify that facility is a Community Solar Project as the term is defined in ORS 757.386(1)(a) and meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088.

I understand if the small generator facility described in this application does not qualify or fails to maintain qualification as a Community Solar Program Project then the project will lose its queue position, and will be deemed withdrawn.

I understand if I withdraw this application, the Community Solar Program Project will lose its queue position.

***If the applicant requests to be jointly studied with other Community Solar Projects,** I understand that if a Community Solar Project that has been jointly studied with my request for CSP Interconnection withdraws, the Company will reassess the System Upgrades needed to complete the interconnection(s) and reallocate the System Upgrade costs to the remaining Community Solar Project(s).

Applicant Signature: _____

Title: _____ Date: _____



Community Solar Project Interconnection Application
(cont.)

Public Utility Acknowledgement:

I hereby acknowledge the receipt of an Interconnection Request for a Community Solar Project.

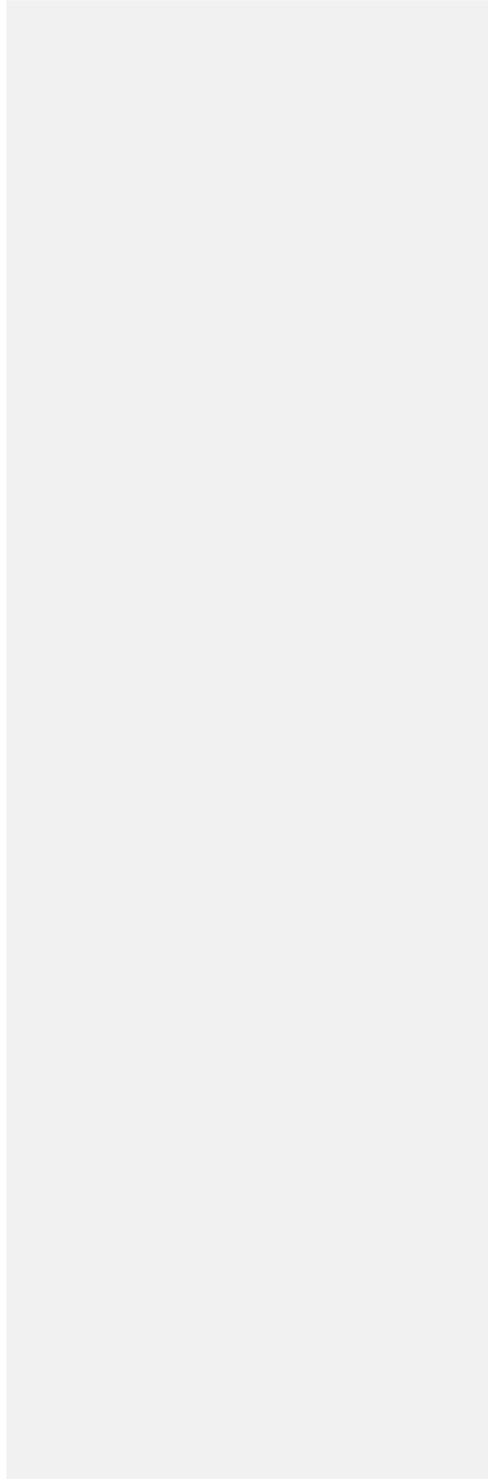
Approval for a Tier 2 or Tier 4 Community Solar Project interconnection is contingent upon the Applicant's Community Solar Project passing the screens (if applicable) and completing the review process and is not granted by the Public Utility's signature on this Application Form.

Public Utility Signature: _____ Date: _____

Printed Name: _____ Title: _____

Note: The Public Utility shall retain a copy of this completed and signed form and return the original and any attachments to the Applicant.

Exhibit 3



Pacific Power Community Solar Project Interconnection Procedures

A. Scope and Applicability

- (1) These "CSP Interconnection Procedures" govern the interconnection of a Community Solar Project as the term is defined in ORS 757.386(1)(a) and that meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088 with a Nameplate Capacity of 3 megawatts ("MW") or less to a Public Utility's distribution system subject to certain circuit specific requirements.
- (2) Community Solar Projects are eligible for interconnection if the Community Solar Project together with all other Existing and Proposed Generation in the local area, is less than 100 percent of Minimum Daytime Load ("MDL"). If a measure of MDL is not available for the feeder, the Public Utility will use 30 percent of summer peak load.
- (3) The CSP Interconnection Procedures do not apply if the interconnection between the generating facility and the Public Utility is subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC").
- (4) The CSP Interconnection Procedures do not apply to the interconnection of a small generating facility, which is governed by OAR chapter 860, division 082 or to the interconnection of a Net Metering Facility, which is governed by OAR chapter 860, division 039.
- (5) Notwithstanding the above, if a qualifying facility with an existing interconnection request has (a) been studied for NRIS and (b) has reached the point (or later) in the interconnection study process where the interconnection customer has executed a facility study agreement by the date the CSP Interconnection Procedures are approved by the Commission, then the qualifying facility can choose to become a Community Solar Project, continue with finalization of its existing study process, and proceed to the execution of a CSP interconnection agreement reflecting the requirements in its existing study reports rather than submitting a new CSP interconnection Application under the CSP Interconnection Procedures. All other interconnection requests, whether qualifying facilities or non-qualifying facilities, existing as of the date the CSP Interconnection Procedures are approved by the Commission and choosing to become a Community Solar Project must submit a new CSP interconnection Application under the CSP Interconnection Procedures. All projects submitting new requests on or after the date the CSP Interconnection Procedures are approved by the Commission and choosing to become a Community Solar Project must submit a new CSP interconnection Application under the CSP Interconnection Procedures.
- (6) A Public Utility and an Applicant or Interconnection Customer may agree to reasonable extensions to the required timelines in these rules without requesting a waiver from the Commission.
 - (a) If a Public Utility and an Applicant or Interconnection Customer are unable to agree to waive a timeline, then the Public Utility, Applicant, or Interconnection Customer may request that the Commission grant a waiver.
 - (b) In deciding whether to grant a waiver of a timeline, the Commission will consider the number of pending Applications for interconnection review and the type of Applications, including review level, facility type, and facility size.
 - (c) Waiver of a timeline, whether by agreement or Commission order, does not affect an Application's Queue Position.

Commented [SSA1]: Pro forma agreements for small generators refer to OAR 860-082, et seq. PAC has copied many of these OARs into these Interconnection Procedures, making only changes that for the most part, seem appropriate for the CSP. Accordingly, it seems okay that PAC does not refer to the interconnection OARs. However, generators may not like this.

B. Definitions

Commented [SSA2]: PAC uses same definitions as OAR 860-082-0015.

For purposes of these CSP Interconnection Procedures, the following definitions are applicable:

- (1) "Adverse System Impact" means a negative effect caused by the interconnection of a Community Solar Project that may compromise the safety or reliability of a transmission or distribution system.
- (2) "Affected System" means a transmission or distribution system, not owned or operated by the interconnecting Public Utility, which may experience an Adverse System Impact from the interconnection of a small generator facility.
- (3) "Aggregated Nameplate Capacity" means the total combined Nameplate Capacity of:
 - (a) A proposed Community Solar Project;
 - (b) Existing small generating facilities, Net Metering Facilities, FERC jurisdictional generators, and state jurisdictional generators with a Nameplate Capacity greater than 10 megawatts; and
 - (c) Community Solar Projects, small generating facilities, Net Metering Facilities, and FERC jurisdictional generators, and state jurisdictional generators with a Nameplate Capacity greater than 10 megawatts that have Pending Completed Applications with earlier queue positions than the proposed Community Solar Project.
- (4) "Applicant" means a person who has submitted an Application to interconnect a Community Solar Project to a Public Utility's distribution system.
- (5) "Application" means a written request to interconnect a Community Solar Project with a Public Utility's distribution system.
- (6) "Area Network" means a type of distribution system served by multiple transformers interconnected in an electrical network circuit in order to provide high reliability of service. This term has the same meaning as the term "secondary grid network" as defined in IEEE 1547, section 4.1.4.
- (7) "Available Capacity" means the Minimum Daytime Load for a circuit as posted by the Public Utility, less all pending requests on the circuit to be confirmed by the Public Utility at the time the Application is submitted.
- (8) "Certificate of Completion" means a certificate signed by an Applicant and an interconnecting Public Utility attesting that a Community Solar Project is complete, meets the applicable requirements of the CSP Interconnection Procedures, and has been inspected, tested, and certified as physically ready for operation. A Certificate of Completion includes the "as built" specifications and initial settings for the Community Solar Project and its associated interconnection equipment.
- (9) "Commission" means the Oregon Public Utility Commission.
- (10) "Community Solar Project" means a facility: (1) for the production of electrical energy that has a Nameplate Capacity of 3 MW or less to a Public Utility's distribution system; (2) that meets the definition in Oregon Laws 2016, chapter 28, section 22(10)(1)(a); and (3) that meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088. A Community Solar Project does not include interconnection equipment, Interconnection Facilities, or System Upgrades.

- (11) "Community Solar Interconnection Agreement" or "Interconnection Agreement" means a contract between an Applicant or Interconnection Customer and an interconnecting Public Utility that governs the interconnection of a Community Solar Project to the Public Utility's distribution system and the ongoing operation of the Community Solar Project after it is interconnected.
- (12) "Distribution System" means the portion of an electric system that delivers electricity from transformation points on the Transmission System to points of connection at a customer's premises.
- (13) "Existing Generation" means existing small generating facilities, Net Metering Facilities, FERC jurisdictional generators, and state jurisdictional generators with a Nameplate Capacity greater than 10 megawatts.
- (14) "Fault Current" means an electrical current that flows through a circuit during a fault condition. A fault condition occurs when one or more electrical conductors contact ground or each other. Types of faults include phase to ground, double-phase to ground, three-phase to ground, phase to phase, and three-phase.
- (15) "IEEE 1547" means the standards published in the 2003 edition of the Institute of Electrical and Electronics Engineers (IEEE) Standard 1547, titled "Interconnecting Distributed Resources with Electric Power Systems" and approved by the IEEE SA Standards Board on June 12, 2003.
- (16) "IEEE 1547.1" means the standards published in the 2005 edition of the IEEE Standard 1547.1, titled "Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems" and approved by the IEEE SA Standards Board on June 9, 2005.
- (17) "Interconnection Customer" means a person with one or more Community Solar Projects interconnected to a Public Utility's distribution system. An Applicant becomes an Interconnection Customer upon completion of work to interconnect a Community Solar Project.
- (18) "Interconnection Equipment" means a group of components or an integrated system provided by an Interconnection Customer or Applicant to connect a Community Solar Project to a Public Utility's distribution system.
- (19) "Interconnection Facilities" means the facilities and equipment between the Community Solar Project and the Point of Interconnection required by a Public Utility to accommodate the interconnection of a Community Solar Project to the Public Utility's distribution system and used exclusively for that interconnection. Interconnection Facilities do not include System Upgrades.
- (20) "Interconnection Service" means service provided by an interconnecting Public Utility to an Interconnection Customer.
- (21) "Lab-tested Equipment" means interconnection equipment that has been designed to comply with IEEE 1547, tested in accordance with IEEE 1547.1, and certified and labeled as compliant with these IEEE standards at the point of manufacture by a nationally recognized testing lab. For interconnection equipment to be considered lab-tested equipment under these rules, the equipment must be used in a manner consistent with the certification.
- (22) "Line Section" means that portion of a Public Utility's distribution system that is connected to an Interconnection Customer and bounded by automatic sectionalizing devices or the end of a distribution line.
- (23) "Maximum Available Capacity" means the maximum capacity that can be requested by a Community Solar Project.

- (24) "Maximum Physical Export Capability" means the maximum output that can interconnect to the Public Utility's Distribution System, which cannot exceed 3 MW.
- (25) "Minimum Daytime Load" or "MDL" means electricity demand from 9 a.m. to 5 p.m.
- (26) "Minor Equipment Modification" means a change to a Community Solar Project or its associated interconnection equipment that:
- (a) Does not affect the Application of the approval requirements in Tier 2;
 - (b) Does not, in the interconnecting Public Utility's reasonable opinion, have a material impact on the safety or reliability of the Public Utility's transmission or distribution system; and
 - (c) Does not affect the Nameplate Capacity of a Community Solar Project.
- (27) "Nameplate Capacity" means the full-load electrical quantities assigned by a facility's designer to a generator and its prime mover or other piece of electrical equipment, such as transformers and circuit breakers, under standardized conditions, as expressed in amperes, kilovolt-amperes, kilowatts, volts, megawatts, or other appropriate units. Nameplate Capacity is usually indicated on a nameplate attached to the individual device.
- (28) "Nationally Recognized Testing Laboratory" or "NRTL" means a qualified private organization that performs independent safety testing and product certification. Each NRTL must meet the requirements set forth by the United States Occupational Safety and Health Administration.
- (29) "Net Metering Facility" has the meaning set forth in ORS 757.300(1)(d).
- (30) "Network Resource Interconnection Service" or "NRIS" means an Interconnection Service that allows the interconnecting customer to integrate its generating facility with the Public Utility's Transmission System in a manner comparable to that in which the Public Utility integrates its generating facilities to serve native load customers.
- (31) "Pending Completed Application" means an Application for interconnection of a Community Solar Project, a Small Generating Facility, a Net Metering Facility, or a FERC jurisdictional generator that an interconnecting Public Utility has deemed complete as of the date that these CSP Interconnection Procedures are first approved by the Commission.
- (32) "Proposed Generation" means any and all applied for generation for interconnection, including Community Solar Projects, Small Generating Facilities, Net Metering Facilities, and FERC jurisdictional generators, and state jurisdictional generators with a Nameplate Capacity greater than 10 megawatts that have Pending Completed Applications with earlier queue positions than the proposed Community Solar Project.
- (33) "Person" has the meaning set forth in OAR 860-011-0035(8).
- (34) "Point of Interconnection" means the point where a Community Solar Project is electrically connected to a Public Utility's distribution system. This term has the same meaning as "point of common coupling" as defined in IEEE 1547, section 3.1.13. This term does not have the same meaning as "point of common coupling" as defined in OAR 860-039-0005(3)(p).
- (35) "Primary Line" means a distribution line with an operating voltage greater than 600 volts.

- (36) "Program Administrator" means a third-party directed by the Commission to administer the Oregon Community Solar Program. Collectively, the Oregon Community Solar Program Administrator team refers to Energy Solutions, Energy Trust of Oregon, and Community Energy Project.
- (37) "Public Utility" has the meaning set forth in ORS 757.005 and is limited to a Public Utility that provides electric service.
- (38) "Queue Position" means the rank of a Pending Completed Application only for Community Solar Project(s) interconnection, relative to all other Pending Community Solar Completed Applications and is established based on the date and time that the interconnecting Public Utility receives the completed Applications, including Application fees.
- (39) "Scoping Meeting" means an initial meeting between representatives of an Applicant and an interconnecting Public Utility that is conducted to discuss alternative interconnection options; to exchange information, including any relevant distribution system data and earlier studies that would reasonably be expected to affect the interconnection options; to analyze such information; and to determine the potentially feasible points of interconnection.
- (40) "Secondary Line" means a service line with an operating voltage of 600 volts or less.
- (41) "Small Generating Facility" has the meaning set forth in OAR 860-082-0015(32).
- (42) "Spot Network" means a type of distribution system that uses two or more intertied transformers protected by network protectors to supply an electrical network circuit. A spot network may be used to supply power to a single customer or a small group of customers.
- (43) "System Upgrade" means an addition or modification to a Public Utility's transmission or distribution system that is required to accommodate the interconnection of a Community Solar Project.
- (44) "Transmission System" means a Public Utility's high voltage facilities and equipment used to transport bulk power or to provide transmission service under the Public Utility's open access transmission tariff.
- (45) "Witness Test" means the on-site visual verification of the interconnection installation and commissioning as required in IEEE 1547, sections 5.3 and 5.4. For interconnection equipment the Witness Test may, at the discretion of the Public Utility, also include a system design and production evaluation according to IEEE 1547, sections 5.1 and 5.2, as applicable to the specific interconnection equipment used.
- (46) "Written Notice" means a notice sent via First Class United States mail or electronic mail. The duty to provide Written Notice is deemed fulfilled on the day that the notice is deposited in the mail or the message is sent electronically. A Public Utility and an Applicant or Interconnection Customer are responsible for informing one another of changes to the physical or electronic address used to receive notifications.

C. Pre-Application Process

- (1) Each Public Utility must designate an employee or office from which relevant information about the Community Solar interconnection process and the Public Utility's distribution system may be obtained through informal requests for a potential Applicant proposing a Community Solar Project at a specific site. The Public Utility must post contact information for the employee or office on the Public Utility's website.

- (2) The information provided by the Public Utility in response to a potential Applicant's specific request must include information from relevant existing studies and/or other materials that may be used to understand the feasibility of interconnecting a Community Solar Project at a particular point on the Public Utility's distribution system.
- (3) An Applicant may request a report for each individual Point of Interconnection with a payment of \$300.
- (4) Any Applicant that provides certification from the Program Administrator as to its status as a not-for-profit company or as a governmental entity through the Program Administrator may request up to five pre-Application reports at no cost.
- (5) The Public Utility must comply with reasonable requests for access to or copies of such information, except to the extent that providing such materials would violate security requirements, confidentiality obligations to third parties, or be contrary to federal or state regulations. The Public Utility may require a person to sign a confidentiality agreement if required to protect confidential or proprietary information.
- (6) For potential Community Solar Projects requiring Tier 4 review, and at the potential Applicant's request, the Public Utility must meet with the potential Applicant to exchange information. A Public Utility employee with relevant technical expertise must attend any such meeting.

D. Applications to Interconnect a Community Solar Project

- (1) A Person may not interconnect a Community Solar Project to a Public Utility's distribution system without authorization from the Public Utility.
 - a. A Person proposing to interconnect a Community Solar Project to a Public Utility's distribution system must submit an interconnection Application to the Public Utility.
 - i. A Person or Persons proposing more than one Community Solar Project to be interconnected to the same distribution circuit may request that the Public Utility jointly study the requests if the interconnection Applications are submitted within seven (7) Calendar Days of each other.
 - ii. If joint studying of CSP interconnection requests are undertaken, the Public Utility will allocate the study costs among Community Solar Projects being jointly studied as follows: (1) 50 percent of the applicable study costs to Community Solar Projects on a per capita basis based on the number of interconnection requests; and (2) 50 percent of the applicable study costs on a pro rata basis based on the Community Solar Project size (MW).
 - b. An Applicant with a Pending, Completed Application to interconnect a Community Solar Project must submit a new Application if the Applicant proposes to make any change to the Community Solar Project other than a Minor Equipment Modification. This includes changes affecting the Nameplate Capacity of the proposed Community Solar Project.
 - i. The Applicant relinquishes the Queue Position assigned to the Pending, Completed Application, and the Public Utility will assign a new Queue Position based on the date and time the Public Utility receives the new Application.
 - ii. If the new Application is submitted within thirty (30) Business Days of the date of submission of the original Application, then the Public Utility must apply the original Application fee to the Application fee required for the new Application.

Commented [SSA3]: Added.

- c. A CSP Interconnection Customer must submit an Application before the expiration of the interconnection agreement between the Interconnection Customer and the interconnected Public Utility. The Community Solar Project interconnection Application must be submitted no later than 60 Business Days before the interconnection agreement's expiration date.
 - i. A Public Utility may not unreasonably refuse to grant expedited review of an Community Solar Project interconnection Application to renew an existing Community Solar Project interconnection if there have been no changes to the Community Solar Project other than Minor Equipment Modifications.
 - ii. A Public Utility may not require an existing Community Solar Project to undergo Tier 4 review if there have been no changes to the Community Solar Project other than Minor Equipment Modifications and there have been no material changes to the portion of the Public Utility's distribution system affected by the renewal of interconnection of the Community Solar Project.
 - iii. A Public Utility may require the Community Solar Project Interconnection Customer to pay for Interconnection Facilities, System Upgrades, or changes to the small generator facility or its associated interconnection equipment that are necessary to bring the small generator facility interconnection into compliance with the small generator Interconnection Procedures or IEEE 1547 or 1547.1.
 - iv. If the Public Utility has not completed its review of a Community Solar Project interconnection to renew and a new interconnection agreement is not signed before the expiration of the current Community Solar Project interconnection agreement governing the interconnection of an existing Community Solar Project to the Public Utility's distribution system, then the current interconnection agreement will remain in effect until the renewal process is completed.
- (2) All Applications must be made using the appropriate Application form and must follow the standard form CSP interconnection Application(s) developed by the Public Utility and approved by the Commission. The Public Utility must provide Application forms for review under Tiers 2 and 4. The Public Utility must provide a copy of an Application form to any person upon request and must post copies of the Application forms on the Public Utility's website.
- (3) A Public Utility will require payment of a nonrefundable Application processing fee. The amount of the fee depends upon the review tier requested in the Application and is intended to cover the initial costs of processing and evaluating the Application.
 - (a) The Application fee is \$500 for Tier 2 review and \$1000 for review under Tier 4.
 - (b) An Applicant must pay the actual costs incurred by the Public Utility to perform any studies and engineering evaluations permitted by these rules and necessary to evaluate the proposed Application to interconnect.
 - (c) If an Application is denied at Tier 2, and the Applicant resubmits the Application at Tier 4 within 15 Business Days after the date the Applicant received notification of the denial, then the Applicant maintains the Queue Position assigned to the original Application and the Public Utility must apply the original Application fee and any other fees paid in conjunction with the original Application to the fees applicable to the resubmitted Application.
- (4) An Applicant must provide documentation of site control with a Community Solar interconnection Application. Site control may be demonstrated through ownership of the site, a leasehold interest in the site, or an option or other right to develop the site for the purpose of constructing the

Community Solar Project. Site control may be documented by a property tax bill, deed, lease agreement, or other legally binding contract.

(5) Application review process.

- a. Within 10 Business Days of receipt of an Application to interconnect a Community Solar Project, the interconnecting Public Utility must provide Written Notice to the Applicant stating whether the Application is complete.
 - i. If the Application is incomplete, then the Public Utility must provide the Applicant with a detailed list of the information needed to complete the Application. An Application is deemed complete when the Public Utility receives the listed information. The Applicant must provide the listed information within 10 Business Days of receipt of the list or the Application is deemed withdrawn.
 - ii. If a Public Utility does not have a record of receipt of an Application or cannot locate an Application, then the Applicant must provide an additional copy of the Application to the Public Utility. If the Applicant can demonstrate that a complete Application was originally delivered to the Public Utility at a particular time on a particular date, then the Public Utility must assign a Queue Position to the Application based on the original time and date of delivery.
- b. Once the Public Utility deems an Application to be complete, the Public Utility must assign the Application a Queue Position. An Applicant must meet all applicable deadlines in the CSP Interconnection Procedures to maintain its Queue Position unless the deadlines have been waived by agreement with the interconnecting Public Utility or by Commission order.
- c. If the Public Utility determines during the evaluation process that supplemental or clarifying information is required, then the Public Utility must request the information from the Applicant. The time necessary to complete the evaluation of the Application may be extended by the time required for the receipt of the additional information. Requests for information do not affect the Applicant's Queue Position.
- d. A Public Utility must use IEEE 1547 and IEEE 1547.1¹ ~~and any other applicable balancing area or other reliability requirements~~ to evaluate Community Solar Project interconnection Applications unless otherwise specified in these rules or unless the Commission grants a waiver to use different or additional standards.
- e. A Public Utility must provide an executable interconnection agreement no later than five Business Days after the date of approval of an interconnection Application. The interconnection agreement must follow the standard form agreement developed by the Public Utility and approved by the Commission. The Applicant must return an executed interconnection agreement to the Public Utility or request negotiation of a non-standard interconnection agreement within 15 Business Days of receipt or the Application is deemed withdrawn.
 - i. An Applicant or a Public Utility is entitled to the terms in the standard Community Solar Project interconnection agreement, but may choose to negotiate for different terms that are acceptable to the Public Utility.
 - ii. If negotiated changes to Community Solar Project interconnection agreement are materially inconsistent with the CSP Interconnection Procedures, then the Applicant and the Public Utility must seek Commission approval of the negotiated interconnection agreement.

Commented [SSA4]: 5.d. "Any other applicable balancing area or other reliability requirements" is not in the OARs.

- f. The Applicant must provide the Public Utility Written Notice at least 20 Business Days before the planned commissioning for the Community Solar Project unless otherwise agreed to by the Public Utility.
 - i. The Public Utility has the option of conducting a Witness Test at a mutually agreeable time within 10 Business Days of the scheduled commissioning.
 - ii. The Public Utility must provide Written Notice to the Applicant indicating whether the Public Utility plans to conduct a Witness Test or will waive the Witness Test.
 - iii. If the Public Utility notifies the Applicant that it plans to conduct a Witness Test, but fails to conduct the Witness Test within 10 Business Days of the scheduled commissioning date or within a time otherwise agreed upon by the Applicant and the Public Utility, then the Witness Test is deemed waived.
 - iv. If the Witness Test is conducted and is not acceptable to the Public Utility, then the Public Utility must provide Written Notice to the Applicant describing the deficiencies within five Business Days of conducting the Witness Test. The Public Utility must give the Applicant 20 Business Days from the date of the Applicant's receipt of the notice to resolve the deficiencies. If the Applicant fails to resolve the deficiencies to the reasonable satisfaction of the Public Utility within 20 Business Days, then the Application is deemed withdrawn.
- g. A Public Utility must meet all applicable deadlines in the CSP Interconnection Procedures unless the deadlines have been waived by agreement with an Applicant or Interconnection Customer or by Commission order. If the Public Utility cannot meet an applicable deadline, then the Public Utility must provide Written Notice to the Applicant or Interconnection Customer explaining the reasons for the failure to meet the deadline and an estimated alternative deadline. A Public Utility's failure to meet an applicable deadline does not affect an Applicant's Queue Position.

E. Construction, Operation, Maintenance, and Testing of Community Solar Projects

- (1) An Interconnection Customer or Applicant must construct, operate, and maintain a Community Solar Project and its associated interconnection equipment in compliance with IEEE 1547 and 1547.1.
- (2) The Applicant must provide Written Notice to the interconnecting Public Utility 10 Business Days before beginning operation of an approved Community Solar Project unless otherwise agreed to by the Public Utility.
- (3) Before beginning operation of a Community Solar Project, an Interconnection Customer or Applicant must receive approval of the facility under the CSP Interconnection Procedures and must execute an interconnection agreement with the interconnecting Public Utility. Applicants or Interconnection Customers are entitled to a maximum 20-year term for an interconnection agreement. Decertification as a Community Solar Project at any time during the term of the interconnection agreement ~~may will~~ result in disconnection and agreement termination.
- (4) A Community Solar Project must be capable of being isolated from the interconnecting Public Utility's distribution system. A CSP Interconnection Customer may not disable an isolation device without the prior written consent of the interconnected Public Utility.

Commented [SSA5]: The same as OAR 860-082-0080 with additions for CSP.

Commented [SSA6]: Added.

- a. For Community Solar Projects interconnecting to a primary line, the Interconnection Customer or Applicant must use a lockable, visible-break isolation device readily accessible and usable to the Public Utility.
 - b. For Community Solar Projects interconnecting to a Secondary Line, the Interconnection Customer or Applicant must use a lockable isolation device that is readily accessible by the Public Utility. The status of the isolation device must be clearly indicated. An exception from the requirement to use a lockable isolation device is allowed for a Community Solar Project that has a maximum total output of 30 amperes or less; is connected to a Secondary Line; and is interconnected to the distribution system through a metered service owned by the interconnected Public Utility. In this limited case, the meter base may serve as the required isolation device if it is readily accessible to the Public Utility.
 - i. A draw-out type circuit breaker with the provision for padlocking at the draw-out position can be considered an isolation device.
 - ii. The Interconnection Customer or Applicant may elect to provide the Public Utility access to an isolation device that is contained in a building or area that may be unoccupied and locked or not otherwise readily accessible to the Public Utility. The Interconnection Customer or Applicant must provide a lockbox capable of accepting a lock provided by the Public Utility that provides ready access to the isolation device. The Interconnection Customer or customer must install the lockbox in a location that is readily accessible by the Public Utility and must affix a placard in a location acceptable to the Public Utility that provides clear instructions to utility personnel on how to access the isolation device.
 - c. Other than the exception in (4)(b), all isolation devices must be installed, owned, and maintained by the Interconnection Customer or Applicant; must be capable of interrupting the full load of the Community Solar Project; and must be located between the Community Solar Project and the Point of Interconnection.
- (5) An interconnecting Public Utility must have access to an Interconnection Customer's or an Applicant's premises for any reasonable purpose related to an interconnection Application or an interconnected Community Solar Project. The Public Utility must request access at reasonable hours and upon reasonable notice. In the event of an emergency or hazardous condition, the Public Utility may access the Interconnection Customer's or Applicant's premises at any time without prior notice, but the Public Utility must provide Written Notice within five Business Days after entering the Interconnection Customer's or Applicant's premises that describes the date of entry, the purpose of entry, and any actions performed on the premises.
- (6) When a Community Solar Project undergoes maintenance or testing in compliance with the CSP Interconnection Procedures, IEEE 1547, or IEEE 1547.1, ~~or any other applicable reliability requirement~~, the CSP Interconnection Customer must retain written records for at least seven years documenting the maintenance and the results of testing. The Interconnection Customer must provide copies of these records to the interconnected Public Utility upon request.

F. Cost Responsibility

- (1) Study costs. Whenever a study is required under the Community Solar Interconnection Procedures, the Applicant must pay the Public Utility for the costs incurred in performing the study. ~~The Public Utility must base study costs on the scope of work determined and~~

documented in the system impact study agreement or the facilities study agreement, as applicable. Before beginning a study, a Public Utility may require an Applicant to pay a deposit of up to 50 percent of the estimated costs to perform the study or \$1000, whichever is less.

- a. If joint studying of CSP interconnection requests are undertaken, the Public Utility will allocate the actual study costs among Community Solar Projects being jointly studied as follows: (1) 50 percent of the applicable study costs to Community Solar Projects on a per capita basis based on the number of interconnection requests; and (2) 50 percent of the applicable study costs on a pro rata basis based on the Community Solar Project size (MW).
- (2) Interconnection Facilities. For interconnection review under Tier 4, a Public Utility must identify the Interconnection Facilities necessary to safely interconnect the Community Solar Project with the Public Utility's distribution system. The Applicant must pay the reasonable costs of the Interconnection Facilities. The Public Utility constructs, owns, operates, and maintains the Interconnection Facilities.
- a. If joint studying of CSP interconnection requests are undertaken, each Community Solar Project will have Interconnection Facilities directly assigned.
- (3) Interconnection equipment. An Applicant or Interconnection Customer must pay all expenses associated with constructing, owning, operating, maintaining, repairing, and replacing its interconnection equipment. Interconnection equipment is constructed, owned, operated, and maintained by the Applicant or Interconnection Customer.
- (4) System Upgrades. A Public Utility must design, procure, construct, install, and own any System Upgrades to the Public Utility's transmission or distribution system necessitated by the interconnection of a Community Solar Project. A Public Utility must identify any Adverse System Impacts on an affected system caused by the interconnection of a Community Solar Project to the Public Utility's distribution system as part of the study process. The Public Utility must determine what actions or upgrades are required to mitigate these impacts. Such mitigation measures are considered System Upgrades as defined in these rules. The Applicant must pay the reasonable costs of any System Upgrades.
- a. If joint studying of interconnection requests are undertaken, the Community Solar Projects will be allocated the costs for System Upgrades based the proportional capacity of each project. The final cost sharing will be detailed in the Attachments to the Community Solar Project interconnection agreement.
 - b. If a Community Solar Project that has been jointly studied and allocated a share of system upgrade costs withdraws, the Public Utility will reassess the System Upgrades needed to complete the interconnection(s) and reallocate the System Upgrade costs to the remaining Community Solar Project(s) using the same methodology in Section F(4)(a).
- (5) A Public Utility may not begin work on Interconnection Facilities or System Upgrades before an Applicant receives the Public Utility's good-faith, non-binding cost estimate and provides Written Notice to the Public Utility that the Applicant accepts the estimate and agrees to pay the costs. A Public Utility may require an Applicant to pay a deposit before beginning work on the Interconnection Facilities or System Upgrades. Specific requirements are located in respective interconnection agreements.
- a. If an Applicant agrees to make progress payments on a schedule established by the Applicant and the interconnecting Public Utility, then the Public Utility may require the Applicant to pay a deposit of up to 25 percent of the estimated costs or \$10,000,

Commented [SSA7]: OAR 860-082-0035(1) includes the following sentences: The estimated engineering costs used in calculating study costs must not exceed \$100 per hour. A public utility may adjust the \$100 hourly rate once in January of each year to account for inflation and deflation as measured by the Consumer Price Index.

whichever is less. The Public Utility and the Applicant must agree on progress billing, final billing, and payment schedules before the Public Utility begins work.

- b. If an Applicant does not agree to make progress payments, then the Public Utility may require the Applicant to pay a deposit of up to 100 percent of the estimated costs. If the actual costs are lower than the estimated costs, then the Public Utility must refund the unused portion of the deposit to the Applicant within 20 Business Days after the actual costs are determined. If the actual costs exceed the estimated costs, then the Interconnection Customer must pay the overage to the Public Utility within 20 Business Days after the actual costs are determined.

Commented [SSA8]: Added by PAC. Not in rules, but seems reasonable.

G. Tier 2 Interconnection Review

(1) A Public Utility must use the Tier 2 interconnection review procedures for an Application to interconnect a small generator facility that meets the following requirements:

- a. The Community Solar Project must have a Nameplate Capacity of two megawatts or less;
- b. The Community Solar Project must be interconnected to either a radial distribution circuit or a spot network distribution circuit limited to serving one customer; and
- c. The Community Solar Project must use interconnection equipment that is either lab-tested equipment or field-tested equipment. For equipment to gain status as field-tested equipment, the Applicant must provide all the documentation from the prior Tier 4 study, review, and approval, including any interconnection studies and the Certificate of Completion.

(2) Tier 2 Approval Criteria. A Public Utility must approve an Application to interconnect a small generator facility under the Tier 2 interconnection review procedures if the facility meets the approval criteria in subsections (a) through (l). A Public Utility may not impose different or additional approval criteria.

- a. For interconnection of a Community Solar Project to a radial distribution circuit, the Aggregated Nameplate Capacity on the circuit must not exceed 15 percent of the line section annual peak load as most recently measured at the substation or calculated for the line section.
- b. For interconnection of a Community Solar Project to the load side of spot network protectors, the Aggregated Nameplate Capacity on the load side of the spot network protectors must not exceed the lesser of five percent of a spot network's maximum load or 50 kilowatts.
- c. The Aggregated Nameplate Capacity must not contribute more than 10 percent to the distribution circuit's maximum Fault Current at the point on the primary voltage distribution line nearest the Point of Interconnection.
- d. The Aggregated Nameplate Capacity on the distribution circuit must not cause any distribution protective devices and equipment (including substation breakers, fuse cutouts, and line reclosers) or other Public Utility equipment on the transmission or distribution system to be exposed to Fault Currents exceeding 90 percent of the short circuit interrupting capability. The Community Solar Project's Point of Interconnection must not be located on a circuit that already exceeds 90 percent of the short circuit interrupting capability.

- e. The Aggregated Nameplate Capacity on the distribution side of a substation transformer feeding the circuit where the Community Solar Project proposes to interconnect must not exceed 1 megawatt.
 - f. If the Community Solar Project interconnection is to a primary line on the distribution system, then the interconnection must meet the following criteria:
 - i. If the Community Solar Project is three-phase or single-phase and will be connected to a three-phase, three-wire primary line, then the Community Solar Project must be connected phase-to-phase.
 - ii. If the Community Solar Project is three-phase or single-phase and will be connected to a three-phase, four-wire primary line, then the Community Solar Project must be connected line-to-neutral and effectively grounded.
 - g. For interconnection of a Community Solar Project to a single-phase shared service line on the transmission or distribution system, the Aggregated Nameplate Capacity on the shared Secondary Line must not exceed 20 kilowatts.
 - h. For interconnection of a single-phase Community Solar Project to the center tap neutral of a 240-volt service line, the addition of the Community Solar Project must not create a current imbalance between the two sides of the 240-volt service line of more than 20 percent of the nameplate rating of the service transformer.
 - i. Except as provided in subsection (2)(k), the interconnection of the Community Solar Project must not require System Upgrades or Interconnection Facilities different from or in addition to the Applicant's proposed interconnection equipment.
 - j. The Aggregated Nameplate Capacity, in combination with existing transmission loads, must not cause the Transmission System circuit directly connected to the distribution circuit where the small generator facility interconnection is proposed to exceed its design capacity.
 - k. If the Community Solar Project fails to meet one or more of the criteria in subsections (2)(a) through (i), but the Public Utility determines that the Community Solar Project could be interconnected safely if minor modifications to the transmission or distribution system were made (for example, changing meters, fuses, or relay settings), then the Public Utility must offer the Applicant a good-faith, non-binding estimate of the costs of such proposed minor modifications. Modifications are not considered minor under this subsection if the total cost of the modifications exceeds \$10,000. If the Applicant authorizes the Public Utility to proceed with the minor modifications and agrees to pay the entire cost of the modifications, then the Public Utility must approve the Application under Tier 2.
- (3) In addition to the timelines and requirements in these CSP Interconnection Procedures, the following timelines and requirements apply to Tier 2 interconnection reviews:
- a. A Public Utility must schedule a scoping meeting within 10 Business Days after notifying an Applicant that its Application is complete. The Applicant may request to waive the scoping meeting requirement.

Commented [SSA9]: Confirm consistent with CSP interconnection process adopted by Commission.

- b. Within 20 Business Days after a Public Utility notifies an Applicant that its Application is complete, or a scoping meeting is held or waived, whichever is later, the Public Utility must:
 - i. Evaluate the Application using the Tier 2 approval criteria in section (2); and
 - ii. Provide Written Notice to the Applicant stating whether the Public Utility approved the Application. Public Utility.

Commented [SSA10]: OAR 860-082-0050(3)(b) includes another requirement in this rule providing that the utility must "Review any independent analysis of the proposed interconnection provided by the applicant that was performed using the Tier 2 approval criteria;"

Not clear whether it is appropriate to omit this requirement from CSP Interconnection Process.

(4) The interconnection process is not complete until:

- a. The Public Utility approves the Application;
- b. Any minor modifications to the distribution system required under subsection (2)(k) are complete;
- c. The Witness Test, if conducted by the Public Utility, is successful; and
- d. The Applicant and Public Utility execute a Certificate of Completion. The Certificate of Completion must follow the standard form certificate developed by the Public Utility and approved by the Commission.

(5) If a Community Solar Project is not approved under the Tier 2 interconnection review procedure, then the Applicant may submit a new Application under Tier 4 review procedures. At the Applicant's request, the Public Utility must provide a written explanation of the reasons for denial within five Business Days of the request.

H. Tier 4 Interconnection Review

Commented [SSA11]: Mostly same as OAR 860-082-0060 with changes for CSP.

- (1) A Public Utility must use the Tier 4 interconnection review procedures for an Application to interconnect a Community Solar Project that meets the following requirements:
 - a. The Community Solar Project does not qualify for or failed to meet the Tier 2 interconnection review requirements; and
 - b. The Community Solar Project must have a Nameplate Capacity of 3 megawatts or less.
- (2) A Public Utility must approve an Application to interconnect a Community Solar Project under the Tier 4 interconnection review procedures if the Public Utility determines that the safety and reliability of the Public Utility's distribution system will not be compromised by interconnecting the Community Solar Project. The Community Solar Project interconnection Applicant must pay the reasonable costs of any Interconnection Facilities or System Upgrades necessitated by the interconnection.
- (3) In addition to the timelines and requirements in these CSP Interconnection Procedures, the timelines and requirements in sections (5) through (12) of this rule apply to Tier 4 interconnection reviews.
- (4) A Public Utility and an Applicant may agree to waive the requirement for a scoping meeting, the system impact study, or the facilities study.
- (5) A Public Utility must schedule a scoping meeting within 10 Business Days after notifying an Applicant that its Application is complete.

- a. The Public Utility and the Applicant must bring to the scoping meeting all personnel, including system engineers, as may be reasonably required to accomplish the purpose of the meeting.
 - b. The Public Utility and Applicant must discuss whether the Public Utility should perform a system impact study, or proceed directly to a facilities study or an interconnection agreement.
 - c. If the Public Utility determines that no studies are necessary, then the Public Utility must approve the Application within fifteen (15) Business Days of the scoping meeting if:
 - i. The Application meets the criteria in section (2); and
 - ii. The interconnection of the Community Solar Project does not require System Upgrades or Interconnection Facilities different from or in addition to the Applicant's proposed interconnection equipment.
 - d. If the Public Utility determines that no studies are necessary and that the Community Solar Project could be interconnected safely if minor modifications to the distribution system were made (for example, changing meters, fuses, or relay settings), then the Public Utility must offer the Applicant a good-faith, non-binding estimate of the costs of such proposed minor modifications. Modifications are not considered minor under this subsection if the total cost of the modifications exceeds \$10,000. If the Applicant authorizes the Public Utility to proceed with the minor modifications and agrees to pay the entire cost of the modifications, then the Public Utility must approve the Application within fifteen (15) Business Days of receipt of the Applicant's agreement to pay for the minor modifications.
- (6) Public Utility must provide the CSP interconnection Applicant with an executable system impact study agreement within five (5) Business Days of the scoping meeting.
- a. The system impact study agreement must include a scope for the system impact study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the costs to perform the study.
 - b. The system impact study agreement must follow the CSP System Impact Study Form Agreement developed by the Public Utility and approved by the Commission.
 - c. The Applicant must execute the system impact study agreement within fifteen (15) Business Days of receipt of the agreement or the Application is deemed withdrawn.
 - d. The Public Utility must make reasonable, good-faith efforts to follow the schedule set forth in the system impact study agreement for completion of the study.
 - e. The system impact study must identify and detail the impacts on the Public Utility's transmission or distribution system that would result from the interconnection of the Community Solar Project if no modifications to the Community Solar Project or System Upgrades were made. The system impact study must include evaluation of the Adverse System Impacts identified in the scoping meeting.
 - f. In determining possible Adverse System Impacts, the Public Utility must consider the Aggregated Nameplate Capacity of all generating facilities that, on the date the system impact study begins, are directly interconnected to the Public Utility's transmission or

distribution system, have a Pending Completed Application to interconnect with a higher Queue Position, or have an executed interconnection agreement with the Public Utility.

- g. The Community Solar Project system impact study must include:
 - i. The underlying assumptions of the study;
 - ii. A short circuit analysis;
 - iii. A stability analysis;
 - iv. A power flow analysis;
 - v. Voltage drop and flicker studies;
 - vi. Protection and set point coordination studies;
 - vii. Grounding reviews;
 - viii. The results of the analyses; and
 - ix. Any potential impediments to providing the requested Interconnection Service, including a non-binding informational NRIS portion that addresses the additions, modifications, and upgrades to the Public Utility's Transmission System that would be required at or beyond the point at which the Interconnection Facilities connect to the Public Utility's Transmission System to accommodate the interconnection of the CSP Project.
- h. The Public Utility must provide a copy of the system impact study to the Applicant within five (5) Business Days of completing the study.
- i. If a Public Utility determines in a system impact study that Interconnection Facilities or System Upgrades are necessary to safely interconnect a Community Solar Project, then the Public Utility must perform a facilities study.
- j. If the Public Utility determines that no Interconnection Facilities or System Upgrades are required, and the Public Utility concludes that the Application meets the criteria in section (2), then the Public Utility must approve the Application with 15 Business Days of completion of the system impact study.
- k. If the Public Utility determines that no Interconnection Facilities or System Upgrades are required and that the Community Solar Project could be interconnected safely if minor modifications to the transmission or distribution system were made (for example, changing meters, fuses, or relay settings), then the Public Utility must offer the Applicant a good-faith, non-binding estimate of the costs of such proposed minor modifications. Modifications are not considered minor under this subsection if the total cost of the modifications exceeds \$10,000. If the Applicant authorizes the Public Utility to proceed with the minor modifications and agrees to pay the entire cost of the modifications, then the Public Utility must approve the Application within 15 Business Days of the Applicant's agreement to pay for the minor modifications.

(7) If a Public Utility is required to perform a facilities study under subsection 6(i), or if an Applicant and a Public Utility agree in the scoping meeting to waive the system impact study and proceed directly to the facilities study, then the Public Utility must provide the Applicant with an executable facilities

Commented [SSA12]: Added.

Commented [SSA13]: OAR 860-082-0050(3) provides that if an applicant provides an independent system impact study to the public utility than the public utility must evaluate and address any alternative findings. Not sure why this requirement should not be included in CSP Interconnection Procedures.
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study agreement within five Business Days of completing the system impact study or within five Business Days from the date of the scoping meeting, whichever is applicable.

- a. The facilities study agreement must include a detailed scope for the facilities study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the costs to perform the study.
- b. The facilities study agreement must follow the standard form agreement developed by the Public Utility and approved by the Commission.
- c. The Applicant must execute the Interconnection Facilities study agreement within 15 Business Days after receipt of the agreement or the Application is deemed withdrawn.
- d. The Public Utility must make reasonable, good-faith efforts to follow the schedule set forth in the facilities study agreement for completion of the study.
- e. The facilities study must identify the scoping for the Interconnection Facilities and System Upgrades required to safely interconnect the Community Solar Project and must determine the costs for the facilities and upgrades, inclusive of equipment, engineering, procurement, and construction costs.
- f. The CSP Interconnection Facilities study must include a detailed estimate of the time required to procure, construct, and install the required Interconnection Facilities and System Upgrades.
- g. If the Applicant agrees to pay for the Interconnection Facilities and System Upgrades identified in the facilities study, then the Public Utility must approve the Application within fifteen (15) Business Days of the Applicant's agreement.

Commented [SSA14]: OAR 860-082-0060 (8)(e) includes the following sentence: Design for any required interconnection facilities or system upgrades must be performed under the facilities study agreement. The public utility must also identify the electrical switching configuration of the equipment, including transformer, switchgear, meters, and other station equipment.

Not sure why this is not included for CSP interconnections.

(8) The Public Utility may contract with a third-party consultant to complete a system impact study or facilities study.

(9) The CSP interconnection process is not complete until:

- a. The Public Utility approves the Application;
- b. Any Interconnection Facilities or System Upgrades have been completed;
- c. Any minor modifications to the Public Utility's distribution system required under subsections 5(d) or 6(k) have been completed;
- d. The Witness Test, if conducted by the Public Utility, is successful; and
- e. The Applicant and Public Utility execute a Certificate of Completion.

Commented [SSA15]: OAR 86-082-0060(9) provides public utility and generator may agree in writing to allow the generator to hire the third party to do study. OAR 860-082-0060(8)(f) provides the public utility and generator may agree in writing to have generator hire third party to complete interconnection facilities and upgrades.

Not sure why this is not included for CSP.

(10) If a Community Solar Project is not approved under the Tier 4 interconnection review procedures, then the Public Utility must provide a written explanation of the denial to the Applicant.

I. Metering and Monitoring

(1) The Public Utility must install, maintain, test, repair, operate, and replace any metering and data acquisition equipment necessary under the terms of the Public Utility's interconnection agreement,

power purchase agreement, or power service agreement with an Applicant or CSP Interconnection Customer. The Applicant or Interconnection Customer is responsible for all reasonable costs associated with the metering and data acquisition equipment. The Public Utility and the Applicant or Interconnection Customer must have unrestricted access to such equipment as necessary to conduct routine business or respond to an emergency.

- (2) Any Community Solar Project that is 360 kW or less will be eligible for low side metering. Loss compensation will be based on equipment variables.
- (3) Except as provided in subsection 3(b), a Public Utility may not require an Applicant or Interconnection Customer with a Community Solar Project to provide or pay for the data acquisition or telemetry equipment necessary to allow the Public Utility to remotely monitor the Community Solar Project's electric output.
- (4) ~~At its discretion, a Public Utility may require an Applicant or Interconnection Customer to pay for the purchase, installation, operation, and maintenance of the data acquisition or telemetry equipment necessary to allow the Public Utility to remotely monitor the Community Solar Project's electric output if the Community Solar Project and the aggregated nameplate generation on the circuit exceeds 50 percent of the line section annual peak load.~~
- (5) Public Utility and an Applicant or CSP Interconnection Customer may agree to waive or modify the telemetry requirements in this rule.
- (6) Telemetry Requirements.
 - a. The communication must take place via a private network link using a frame relay, fractional T-1 line, or other suitable device. Dedicated remote terminal units from the interconnected Community Solar Project to a Public Utility's substation and energy management system are not required.
 - b. A single communication circuit from the Community Solar Project to the Public Utility is sufficient.
 - c. Communications protocol must be DNP 3.0 or another reasonable standard used by the Public Utility.
 - d. The Community Solar Project must be capable of sending telemetric monitoring data to the Public Utility at a minimum rate of every two seconds from the output of the Community Solar Project's telemetry equipment to the Public Utility's energy management system.
 - e. A Community Solar Project must provide the following minimum data to the Public Utility:
 - i. Net real power flowing out or into the Community Solar Project (analog);
 - ii. Net reactive power flowing out or into the Community Solar Project (analog);
 - iii. Bus bar voltage at the point of common coupling (analog);
 - iv. Data processing gateway heartbeat (used to certify the telemetric signal quality); and
 - v. On-line or off-line status (digital).
 - f. If an Applicant or Interconnection Customer operates the equipment associated with switchyard interconnecting the Community Solar Project to the distribution system and is

Commented [SSA16]: (4). This is different than the exception in 860-082-0070. In the rule, this exception only applies if the project meets criteria for Tier 3 Interconnection.

required to provide monitoring and telemetry, then the Interconnection Customer must provide the following data to the Public Utility in addition to the data in subsection (e):

- i. Switchyard line and transformer megawatt and mega volt ampere reactive values;
- ii. Switchyard bus voltage; and
- iii. Switching device status.

J. Temporary Disconnection

- (1) Under emergency conditions, a Public Utility or an Interconnection Customer may suspend Interconnection Service and temporarily disconnect a Community Solar Project from the Public Utility's distribution system at any time and for as long as reasonably necessary.
 - a. A Public Utility must notify an Interconnection Customer immediately after becoming aware of an emergency condition that may reasonably be expected to affect a Community Solar Project's operation. To the extent possible, the notice must describe the emergency condition, the extent of the damage or deficiency, the expected effect on the Community Solar Project, the anticipated duration of the condition, and the necessary corrective action.
 - b. An Interconnection Customer must notify the Public Utility immediately after becoming aware of an emergency condition that may reasonably be expected to affect the Public Utility's distribution system. To the extent possible, the notice must describe the emergency condition, the extent of the damage or deficiency, the expected effect on the Public Utility's distribution system, the anticipated duration of the condition, and the necessary corrective action.
- (2) A Public Utility or an Interconnection Customer may suspend Interconnection Service and temporarily disconnect a Community Solar Project to perform routine maintenance, construction, or repairs. A Public Utility or an Interconnection Customer must provide Written Notice five Business Days before suspending Interconnection Service or temporarily disconnecting the Community Solar Project. A Public Utility and an Interconnection Customer must use reasonable efforts to coordinate interruptions caused by routine maintenance, construction, or repairs.
- (3) A Public Utility must use reasonable efforts to provide Written Notice to an Interconnection Customer affected by a forced outage of the Public Utility's transmission or distribution system at least five Business Days before the forced outage. If prior Written Notice is not given, then the Public Utility must provide the Interconnection Customer written documentation explaining the circumstances of the disconnection within five Business Days after the forced outage.
- (4) A Public Utility may disconnect a Community Solar Project if the Public Utility determines that operation of the Community Solar Project will likely cause disruption or deterioration of service to other customers served by the Public Utility's transmission or distribution system, or if the Public Utility determines that operation of the Community Solar Project could cause damage to the Public Utility's transmission or distribution system.
 - a. The Public Utility must provide Written Notice to the Interconnection Customer of the disconnection at least five Business Days before the disconnection. If the condition requiring disconnection can be remedied, then the Public Utility must describe the remedial action necessary.
 - b. If requested by the Interconnection Customer, the Public Utility must provide documentation supporting the Public Utility's decision to disconnect.

c. The Public Utility may disconnect the Community Solar Project if the Interconnection Customer fails to perform the remedial action identified in the notice of disconnection within a reasonable time, but no less than five Business Days after the Interconnection Customer received the notice of disconnection.

- (5) A Public Utility may temporarily disconnect a Community Solar Project if an Interconnection Customer makes any change to the facility, other than a Minor Equipment Modification, without the Public Utility's prior written authorization. The Public Utility may disconnect the Community Solar Project for the time necessary for the Public Utility to evaluate the effect of the change to the Community Solar Project on the Public Utility's transmission or distribution system and to implement any corrective actions.
- (6) A Public Utility has the right to inspect an Interconnection Customer's Community Solar Project at reasonable hours and with reasonable prior Written Notice to the Interconnection Customer. If the Public Utility discovers that the Community Solar Project is not in compliance with the requirements of the CSP Interconnection Procedures, then the Public Utility may disconnect the Community Solar Project until compliance is achieved.

K. Arbitration of Disputes – CSP Interconnection

- (1) An interconnecting Public Utility or a CSP interconnection Applicant may petition the Commission for arbitration of disputes arising during review of an Application to interconnect a Community Solar Project or during negotiation of a CSP interconnection agreement. If the Public Utility or the Applicant petitions the Commission to arbitrate their dispute, then the Commission will use an administrative law judge (ALJ) as arbitrator unless workload constraints necessitate the use of an outside arbitrator.
- (2) A petition for arbitration of a CSP interconnection agreement must contain:
 - a. A statement of all unresolved issues;
 - b. A description of each party's position on the unresolved issues; and
 - c. A proposed agreement addressing all issues, including those on which the parties have reached agreement and those that are in dispute.
- (3) A petition for arbitration of a dispute arising during review of an Application to interconnect a Community Solar Project must contain:
 - a. A statement of all unresolved issues;
 - b. A description of each party's position on the unresolved issues; and
 - c. A proposed resolution for each unresolved issue.
- (4) Respondent may file a response within 25 Calendar Days of the petition for arbitration. In the response, the respondent must address each issue listed in the petition, describe the respondent's position on those issues, and present any additional issues for which the respondent seeks resolution.
- (5) The filing of a petition for arbitration of a dispute arising during review of an Application to interconnect a Community Solar Project does not affect the Application's Queue Position.
- (6) The arbitration is conducted in a manner similar to a contested case proceeding, and the arbitrator has the same authority to conduct the arbitration process as an ALJ has in conducting hearings

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

- (7) The arbitrator may allow formal discovery only to the extent deemed necessary. Parties are required to make good faith attempts to exchange information relevant to any disputed issue in an informal, voluntary, and prompt manner. Unresolved discovery disputes are resolved by the arbitrator upon request of a party. The arbitrator will order a party to provide information if the arbitrator determines the requesting party has a reasonable need for the requested information and that the request is not overly burdensome.
- (8) Only the two negotiating parties have full party status. The arbitrator may confer with Commission staff for assistance throughout the arbitration process.
- (9) To keep the process moving forward, appeals to the Commission are not allowed during the arbitration process. An arbitrator may certify a question to the Commission if the arbitrator believes it is necessary.
- (10) To accommodate the need for flexibility, the arbitrator may use different procedures so long as the procedures are fair, treat the parties equitably, and substantially comply with the procedures listed here.
- (11) The arbitrator must serve the arbitration decision on the interconnecting Public Utility and the interconnection Applicant. The parties may file comments on the arbitration decision with the Commission within 10 Calendar Days after service.
- (12) The Commission must accept, reject, or modify an arbitration decision within thirty (30) Calendar Days after service of the decision.
- (13) Within fourteen (14) Calendar Days after the Commission issues an order on a petition for arbitration of an interconnection agreement, the petitioner must prepare an interconnection agreement complying with the terms of the decision and serve it on respondent. Respondent must either sign and file the interconnection agreement or file objections to it within 10 Calendar Days of service of the agreement. If objections are filed, respondent must state how the interconnection agreement fails to comply with the Commission order and offer substitute language complying with the decision. The Commission must approve or reject a filed interconnection agreement within 20 Calendar Days of its filing or the agreement is deemed approved.
- (14) If petitioner, without respondent's consent, fails to timely prepare and serve an interconnection agreement on respondent, respondent may file a motion requesting the Commission dismiss the petition for arbitration with prejudice. The Commission may grant such motion if the petitioner's failure to timely prepare and serve the interconnection agreement was the result of inexcusable neglect on the part of petitioner.
- (15) The Public Utility and the Applicant may agree to hire an outside arbitrator rather than file a petition with the Commission. The Public Utility and the Applicant must share equally the costs of an outside arbitrator unless they mutually agree to a different payment arrangement.

L. Complaints for Enforcement

- (1) This rule specifies the procedure for a Public Utility, an Interconnection Customer, or an Applicant to file a complaint for the enforcement of an interconnection agreement. Filing dates for enforcement complaint proceedings are calculated and enforced per OAR 860-001-0150.
- (2) At least ten (10) Business Days prior to filing a complaint for enforcement, complainant must give Written Notice to defendant and the Commission that complainant intends to file a complaint for enforcement. The notice must identify the provisions in the agreement that complainant alleges were or are being violated and the specific acts or failure to act that caused or are causing the violation, and whether complainant anticipates requesting temporary or injunctive relief. On the same day the notice is filed with the Commission, complainant must serve a copy of the notice on defendant's authorized representative, attorney of record, or designated agent for service of process. Complainant must also serve the notice on all persons designated in the interconnection agreement to receive notices;
- (3) A complaint for enforcement must:
 - a. Contain a statement of specific facts demonstrating that the complainant conferred with defendant in good faith to resolve the dispute, and that despite those efforts the parties failed to resolve the dispute;
 - b. Include a copy of the Written Notice, required by section (2), indicating that the complainant intends to file a complaint for enforcement;
 - c. Include a copy of the interconnection agreement or the portion of the agreement that the complainant contends that defendant violated or is violating. If a copy of the entire agreement is provided, complainant must specify the provisions at issue;
 - d. Contain a statement of the facts or law demonstrating defendant's failure to comply with the interconnection agreement and complainant's entitlement to relief. The statement must indicate that the remedy sought is consistent with the dispute resolution provisions in the agreement, if any. Statements of facts must be supported by written testimony with affidavits made by persons competent to testify and having personal knowledge of the relevant facts. Statements of law must be supported by appropriate citations. If exhibits are attached to the affidavits, the affidavits must contain the foundation for the exhibits;
 - e. Designate up to three persons to receive copies of pleadings and documents;
 - f. Include an executive summary, filed as a separate document not to exceed 8 pages, outlining the issues and relief requested; and
 - g. Include any motions for affirmative relief, filed as a separate document and clearly marked. Nothing in this subsection precludes complainant from filing a motion subsequent to the filing of the complaint if the motion is based upon facts or circumstances unknown or unavailable to complainant at the time the complaint was filed.
- (4) On the same day the complaint is filed with the Commission, complainant must serve a copy of the complaint on defendant's authorized representative, attorney of record, or designated agent for service of process. Service may be by telephonic facsimile, electronic mail, or overnight mail, but the complaint must arrive at defendant's location on the same day the complaint is filed with the Commission. Service by facsimile or electronic mail must be followed by a physical copy of the complaint the next day by overnight delivery.
- (5) Within 10 Business Days after service of the complaint, defendant may file an answer with the Commission. Any allegations raised in the complaint and not addressed in the answer are deemed admitted. The answer must:

- a. Contain a statement of specific facts demonstrating that the defendant conferred with complainant in good faith to resolve the dispute and that despite those efforts the parties failed to resolve the dispute;
 - b. Respond to each allegation in the complaint and set forth all affirmative defenses;
 - c. Contain a statement of the facts or law supporting defendant's position. Statements of facts must be supported by written testimony with affidavits made by persons competent to testify and having personal knowledge of the relevant facts. Statements of law must be supported by appropriate citations. If exhibits are attached to the affidavits, then the affidavits must contain the foundation for the exhibits; and
 - d. Designate up to three persons to receive copies of other pleadings and documents.
- (6) On the same day as the answer is filed, the defendant must also file its response to any motion filed by complainant and its motions for affirmative relief. Each response and each motion must be filed as a separate filing. Nothing in this section precludes defendant from filing a motion subsequent to the filing of the answer if the motion is based upon facts or circumstances unknown or unavailable to defendant at the time the answer was filed.
- (7) On the same day the answer is filed with the Commission, the defendant must serve a copy of the answer to the complainant's authorized representative, attorney of record, or designated agent for service of process.
- (8) Complainant must file a reply to an answer that contains affirmative defenses within 5 Business Days after the answer is filed. On the same day the reply is filed with the Commission, complainant must serve a copy of the reply to defendant's authorized representative, attorney of record, or designated agent for service of process.
- (9) A cross-complaint or counterclaim must be answered within the 10-business day time frame allowed for answers to complaints.
- (10) The Commission will conduct a conference regarding each complaint for enforcement of an interconnection agreement.
- a. The administrative law judge (ALJ) schedules a conference within 5 Business Days after the answer is filed, to be held as soon as practicable. At the discretion of the ALJ, the conference may be conducted by telephone.
 - b. Based on the complaint and the answer, all supporting documents filed by the parties, and the parties' oral statements at the conference, the ALJ determines whether the issues raised in the complaint can be determined on the pleadings and submissions without further proceedings or whether further proceedings are necessary. If further proceedings are necessary, the ALJ establishes a procedural schedule. Nothing in this subsection is intended to prohibit the bifurcation of issues where appropriate.
 - c. In determining whether further proceedings are necessary, the ALJ must consider, at a minimum, the positions of the parties, the need to clarify evidence through the examination of witnesses, the complexity of the issues, the need for prompt resolution, and the completeness of the information presented.
 - d. The ALJ may make oral rulings on the record during the conference on all matters relevant to the conduct of the proceeding.

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

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

- a. The ALJ will consider whether the issues raised in the complaint or answer involve a risk of imminent, irrevocable harm to a party or to the public interest.
- b. If a determination is made that an expedited procedure is warranted, the ALJ will establish a procedure that ensures a prompt resolution of the merits of the dispute, consistent with due process and other relevant considerations. The ALJ will consider, but is not bound by, the moving party's proposed expedited procedural schedule.
- c. In general, the ALJ will not entertain a motion for expedited procedure where the dispute solely involves the payment of money.

Exhibit 4



Community Solar Program

CSP System Impact Study Form Agreement

This agreement is made and entered into this _____ day of _____, 20____ by and between _____ (Include Q#), a _____ organized and existing under the laws of the State of _____, (“Applicant”) and PacifiCorp, a corporation existing under the laws of the State of Oregon, (“Public Utility”). Applicant and Public Utility each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, The Applicant is proposing to develop a Community Solar Project (“CSP”) as the term is defined in ORS 757.386(1)(a), that meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088, and is consistent with the certified CSP Interconnection Application (“Application”) completed on _____ and;

Whereas, The Applicant desires to interconnect the Community Solar Project with the Public Utility’s Distribution System (“Distribution System”);

Whereas, The Applicant has requested the Public Utility perform an Interconnection System Impact Study to assess the impact of interconnecting the Community Solar Project to the Public Utility’s Distribution System and on any Affected Systems;

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

1. When used in this agreement, with initial capitalization, the terms specified shall have the meanings given in the Public Utility’s Community Solar Project Interconnection Procedures (“CSP Interconnection Procedures”).
2. Applicant elects and Public Utility shall cause to be performed a System Impact Study consistent with the CSP Interconnection Procedures.
3. The Parties shall set out the assumptions to be used in conducting the System Impact Study in Attachment A, which is incorporated as part of this Agreement.
4. The System Impact Study will be based on the technical information provided by Applicant in the Application, as well as in this agreement. The Public Utility reserves the right to request additional technical information from Applicant as may reasonably become necessary consistent with Good Utility Practice during the course of the System Impact Study. If the Applicant modifies its designated Point of Interconnection, its Application, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
5. The System Impact Study report shall provide the following information:
 - i. Identification of any circuit breaker short circuit capability limits exceeded



Community Solar Program

CSP System Impact Study Form Agreement

as a result of the interconnection,

- ii. Identification of any thermal overload or voltage limit violations resulting from the interconnection,
 - iii. Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and
 - iv. Description and good faith non-binding, estimated cost of facilities required to interconnect the Community Solar Project to Public Utility's Distribution System and to address the identified short circuit, instability, and power flow issues.
6. As required by the CSP Interconnection Procedures, Attachment B to this agreement provides a scope for the System Impact Study, a reasonable schedule for completion of the System Impact Study, and a good-faith, non-binding estimate of the cost to perform the System Impact Study. Barring unforeseen circumstances, the System Impact Study shall be completed and the results transmitted to the Applicant within 30 Business Days after this Agreement is signed by the Parties.
 7. The Public Utility may require a study deposit in an amount permitted by the CSP Interconnection Procedures and the Public Utility shall have no obligation to begin the System Impact Study until such time as the Applicant has paid such deposit.
 8. The Applicant agrees to pay the actual cost of the System Impact Study. Study fees shall be based on actual costs. For purposes of the CSP Interconnection Procedures, this provision shall constitute the Applicant's written authorization for the Public Utility to incur and assess costs in excess of the initial application fee.
 9. Affected Systems may participate in the preparation of a System Impact Study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a System Impact Study that covers potential adverse system impacts on their electric systems, and the Public Utility has 20 additional Business Days to complete a system impact study requiring review by Affected Systems.



Community Solar Program

CSP System Impact Study Form Agreement

In witness thereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written:

PacificCorp

Signed _____ Date _____

Name (Printed): _____ Title _____

[Insert name of Applicant]

Signed _____ Date _____

Name (Printed): _____ Title _____



CSP System Impact Study Form Agreement

Attachment A: CSP System Impact Study Agreement

Assumptions Used in Conducting the CSP System Impact Study

As stated in the recitals to this Agreement and notwithstanding what is otherwise stated in Section 4 of the Agreement, the System Impact Study shall be based on the information provided to date by Applicant, subject to any modifications in accordance with the CSP Interconnection Procedures, and the following assumptions:

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

2. Other Assumptions:

- a. PacifiCorp will consider any interconnection requests that are proposing to interconnect on the same circuit/substation as the CSP request if those interconnection requests:
 - i. Have a higher priority CSP queue position; or
 - ii. Were submitted into PacifiCorp's traditional interconnection queue prior to the CSP request.
- b. Interconnection requests that meet either of the above criteria but are not proposing to interconnect to the same circuit/substation as the CSP request will not be considered unless system configuration operations options exist that require them to be considered.

Note: Information for Sections 1 and 2 have been provided and/or confirmed by the Applicant and confirmed by the Public Utility.



Community Solar Program

CSP System Impact Study Form Agreement

Attachment B: CSP System Impact Study Agreement

Detailed Scope, Reasonable Schedule, and Good-Faith non-Binding Cost Estimate for CSP System Impact Study

1. Detailed Scope:

PacifiCorp will perform an Energy Resource Interconnection Service study as outlined in the Open Access Transmission Tariff (OATT)¹ filed with FERC, except it will: (1) modify traditional higher-queued assumptions and (2) subject the resource to a size cap.

PacifiCorp will memorialize these details in the System Impact Study agreement to be executed by the customer and PacifiCorp before commencing the study.

PacifiCorp will also perform a non-binding, informational analysis of the requirements associated with interconnecting the CSP project using Network Resource Interconnection Service (NR).² This non-binding NR-interconnection analysis will be provided in the same System Impact Study report as the binding interconnection analysis, along with good-faith estimates of both costs and timing of any system upgrades necessary for both types of service.

Interconnection System Impact Study report shall provide the following information:

- Identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection,
- Identification of any thermal overload or voltage limit violations resulting from the interconnection,
- Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and
- Description and good faith non-binding, estimated cost of facilities required to interconnect the Community Solar Project to Public Utility's Distribution System and to address the identified short circuit, instability, and power flow issues.

*If the Community Solar Project is studied jointly with any other, than the System Impact Study will include relevant information of the above items which will affect the Community Solar Project (inclusive schedule, scope, and estimated cost).

2. Reasonable Schedule:

The Public Utility's good faith estimate for the time of completion of the System Impact Study

¹ As defined in Section 38.2.1 of PacifiCorp OATT.
² As defined in Section 38.2.2 of the OATT.



Community Solar Program

CSP System Impact Study Form Agreement

is 30 Business Days after the Applicant returns the executed study with required technical data and requested deposit.

3. Estimated study costs:

In accordance with the CSP Interconnection Procedures, the Applicant will need to provide a deposit in the amount of \$1,000. The estimated study cost for the System Impact Study is \$10,000. The Applicant is only responsible for the actual costs of the System Impact Study, which will be totaled upon the conclusion of the System Impact Study.

Commented [SSA17]: Is this the same for all SIS?

*If the Community Solar Project is studied jointly with any other, than the actual costs of the study will be shared between the studied projects in the manner described in the Public Utility's Community Solar Procedures (50% per capita based on number of projects and 50% on a pro-rata basis of the Community Solar Project's size of generation).

Exhibit 5



Community Solar Program Facilities Study Agreement

CSP Interconnection Facilities Study Form Agreement

This agreement is made and entered into this _____ day of _____, 20__ by and between _____ (Include Q#), a _____, (“Applicant,”) organized and existing under the laws of the State of _____, (“Applicant,”) and PacifiCorp, a corporation existing under the laws of the State of Oregon, (Public Utility). Applicant and Public Utility each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, Applicant is proposing to develop a Community Solar Project as the term is defined in ORS 757.386(1)(a); that meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088; and is consistent with the certified CSP Interconnection Application (“Application”) completed by the Applicant on _____;

Whereas, The Applicant desires to interconnect the Community Solar Project with the Public Utility’s Distribution System (“Distribution System”);

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

Whereas, The Applicant has requested the Public Utility to perform a Facilities Study to specify the scope and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Community Solar Project to the Public Utility’s Distribution System.

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

- 1. When used in this agreement, with initial capitalization, the terms specified shall have the meanings given in Public Utility’s Community Solar Interconnection Procedures (“CSP Interconnection Procedures”).
2. Applicant elects and the Public Utility shall cause to be performed a Facilities Study consistent with the CSP Interconnection Procedures.
3. The Applicant will provide the data requested in Attachment A of this form agreement. The scope of the Facilities Study is detailed in Attachment B to this agreement and shall be subject to the data set forth in Attachment A to this agreement.
4. A Facilities Study report shall provide the following information:
a. A description of the Interconnection Equipment, Interconnection Facilities, and/or



Community Solar Program Facilities Study Agreement

CSP Interconnection Facilities Study Form Agreement

System Upgrades required to interconnect the Community Solar Project to the Public Utility's Distribution System;

- b. A good-faith scope of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Community Solar Project to the Public Utility's Distribution System;
- c. A good-faith, non-binding estimate of the cost of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Community Solar Project to the Public Utility's Distribution System;
- d. A reasonable schedule for the procurement, construction, installation and testing of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Community Solar Project to the Public Utility's Distribution System.

5. The Public Utility may require a study deposit in an amount permitted by the CSP Interconnection Procedures and the Public Utility shall have no obligation to begin the Facilities Study until such time as the Applicant has paid such deposit.
6. As required by the CSP Interconnection Procedures, Attachment B to this agreement provides a scope for the Facilities Study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the cost to perform the Interconnection Facilities Study. In cases where no Upgrades are required, and barring unforeseen circumstances, the Facilities Study shall be completed and the results will be transmitted to the Applicant ~~within thirty forty-five Business Days~~ after the Facilities Study scoping meeting has been held between the Parties or mutual agreement has been reached to skip the Facilities Study scoping meeting. Attachment B is incorporated as part of this agreement.
7. The Applicant agrees to pay the actual cost of the Interconnection Facilities Study. Study fees will be based on and shall accord with the requirements of the CSP Interconnection Procedures and will be based on actual costs. For purposes of the CSP Interconnection Procedures, this provision shall constitute the Applicant's written authorization for the Public Utility to incur and assess costs in excess of the initial application fee.

Commented [SSA18]: 4.a. PAC's small gen. facilities study agreement also says (including a description of any facilities or upgrades necessary to address impacts to Affected Systems."

Not including a reference to affected systems makes sense for CSP facilities study.

Commented [SSA19]: This is not included in the small gen. facilities study agreement. Instead, that agreement requires "A discussion of how the required Interconnection Equipment Interconnection Facilities and/or System Upgrades address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

Exhibit B to this agreement includes both the requirement re: addressing how facilities study addresses SIS and the "good-faith scope" requirement.

Commented [SSA20]: This is 30 days in small gen. facilities study.



Community Solar Program Facilities Study Agreement

CSP Interconnection Facilities Study Form Agreement

In witness whereof, the Parties have caused this agreement to be duly executed by their duly authorized officers or agents on the day and year first above written:

PacifiCorp

Signed _____ Date _____

Name (Printed): _____ Title _____

[Insert name of Applicant]

Signed _____ Date _____

Name (Printed): _____ Title _____



Community Solar Program Facilities Study Agreement

CSP Interconnection Facilities Study Form Agreement

Attachment A to the CSP Interconnection Facilities Study Agreement

Data To Be Provided by Applicant With the CSP Interconnection Facilities Study Agreement

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

- 1. On the one-line diagram, indicate the generation capacity attached at each metering location (Maximum load on CT/PT).
2. On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT), Amps.
• Note: One set of metering is required for each generation connection to the new ring bus or existing Public Utility station.

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation?

Yes No (Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Generating Facility?

What protocol does the control system or PLC use?

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

Approximate physical dimensions of the proposed interconnection station:

Approximate bus length from generation to interconnection station:

Approximate line length from interconnection station to the Public Utility's Distribution System:



Community Solar Program Facilities Study Agreement

CSP Interconnection Facilities Study Form Agreement

Tower number observed in the field. (Painted on tower leg)*: _____.

Number of third party easements required for distribution lines: _____.*

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers receive back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____



Community Solar Program Facilities Study Agreement

CSP Interconnection Facilities Study Form Agreement

Attachment B: Interconnection Facilities Study Agreement

Detailed Scope, Reasonable Schedule, and Good-Faith non-Binding Cost Estimate for Interconnection Facilities Study

1. Detailed Scope:

A description of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Community Solar Project to the Public Utility's Distribution System;

A good-faith scope of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Community Solar Project to the Public Utility's Distribution System

A good-faith, non-binding estimate of the cost of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Community Solar Project to the Public Utility's Distribution System; and

A reasonable schedule for the procurement, construction, installation and testing of the Interconnection Equipment, Interconnection Facilities, and/or System Upgrades required to interconnect the Community Solar Project to the Public Utility's Distribution System.

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

*If the Community Solar Project is studied jointly with any other, than the Facilities Study will include relevant information of the above scoping items which will affect the Community Solar Project (inclusive schedule, scope, and estimated cost).

2. Reasonable Schedule:

The Public Utility's good faith estimate for the time of completion of the Facilities Study is 30 – 45 business days after the Applicant returns the executed study agreement with the required technical data and required deposit.

3. Estimated study costs:

In accordance with the CSP Interconnection Procedures, the Applicant will need to provide a deposit in the amount of \$1000. The estimated study cost for the Facilities Study is \$10,000. The



Community Solar Program Facilities Study Agreement

CSP Interconnection Facilities Study Form Agreement

Applicant is only responsible for the actual costs of the Facilities Study which will be compiled upon the conclusion of the Facilities Study.

*If the Community Solar Project is studied jointly with any other, than the actual costs of the study will be shared between the studied projects in the manner described in the Public Utility's Community Solar Procedures (50% per capita based on number of projects and 50% on a pro-rata basis of the Community Solar Project's size of generation).

Exhibit 6



Community Solar Project Interconnection
Certificate of Completion Form¹

Applicant Information

Name:
Mailing Address:
City: State: Zip Code:
Telephone (Daytime): (Evening):
E-Mail Address/ Fax number:

Installer

Check if owner-installed []

Name:
Mailing Address:
City: State: Zip Code:
Telephone (Daytime): (Evening):
E-Mail Address/ Fax number:

Final Electric Inspection and Applicant Signature

The Community Solar Project is complete and has been approved by the local electric inspector having jurisdiction. A signed copy of the electric inspector's form indicating final approval is attached. The Interconnection Customer acknowledges that the Community Solar Project is not ready for operation until receipt of the final acceptance approval by the Public Utility as provided below.

Signed Date
(Signature of Applicant)
Printed Name:

Check if copy of signed electric inspection form is attached []

Acceptance and Final Approval of interconnection installation (for Public Utility use only)

The interconnection installation is approved and the Community Solar Project is approved for operation under the terms and conditions of the PUC rules found in OPUC Rule OAR 860, Division 088 and a duly signed and executed Community Solar Project Interconnection Agreement:

Public Utility waives Witness Test? (Initial) Yes () No ()
If not waived, date of successful Witness Test: Passed: (Initial) ()
Public Utility Signature: Date:
Printed Name: Title:

¹ The interconnection shall not be deemed complete and ready for operation until the Applicant has complete this form, secured the necessary attachments and signatures and returned a copy to the Public Utility at the Public Utility's designated address.

Exhibit 7



**Community Solar Project Interconnection Equipment As Built Specifications,
Initial Settings and Operating Requirements**

Address of Facility

Interconnection Customer: _____
Facility Operator (if different than above): _____
Facility Location/ Name: _____ Phone #: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Revision Date: _____

Energy Production Equipment/Inverter Information

Electric Nameplate Rating: _____ kW _____ kVA
Rated Voltage: _____ Volts
Rated Current: _____ Amps
Phases: Single Three-Phase
System Type Tested (Total System): Yes No; attach product literature
Manufacturer: _____ Model: _____
Type: Forced Commutated Line Commutated
Electric Nameplate Capacity Rated Output: _____ Amps _____ Volts _____ kW
Efficiency: _____ % Power Factor: _____ %
Is Inverter Lab Tested? Yes (attach product literature) No

DC Source / Prime Mover:

Solar Wind Hydro Other _____
Electric Nameplate Capacity Rating: _____ kW Rating: _____ kVA
Rated Voltage: _____ Volts
Open Circuit Voltage (If applicable): _____ Volts
Rated Current: _____ Amps
Short Circuit Current (If applicable): _____ Amps

Other Facility Information

One Line Diagram attached: Yes No
Plot Plan attached: Yes No
Isolation Device Type/ Location: _____
Grounding Configuration: _____



**Community Solar Project Interconnection Equipment As Built Specifications,
Initial Settings and Operating Requirements**

Initial Commissioning Date: _____

Switchgear/ Circuit Interruption Devices

Switchgear type and control: (used to bring generator on line)

Circuit Breakers: Closed-transition Open –transition Auto Transfer Switch

Nameplate: _____

Metering

Location: _____

Metering Issues: _____

Monitoring Provisions: Yes No

Monitoring Values: _____

Monitoring Issues: _____

Telemetry

Telemetry Requirements: _____

System Configuration: _____

Data Scan Rate: _____

Data Point List: _____

Telemetry Data Delivery Location: _____

Initial Set points at Point of Interconnection

Voltage: _____ kVAR: _____

Power factor: _____

Other: _____

Other: _____



**Community Solar Project Interconnection Equipment As Built Specifications,
Initial Settings and Operating Requirements**

Trip Re-start Protocol

Reclosing Practice: _____

Hold out time: _____

Ramp Rate: _____

Notification required: Yes No

Operations and Maintenance Schedule

Operating Hours: _____ Availability (%): _____

Seasonal Effect: _____

Routine and Annual Maintenance Schedule: _____

Information Provided By

[Insert name of Applicant]

Signed _____

Name (Printed): _____ Title _____

* Initial operating set points and 'as built' equipment data is to be recorded on or about the time of the Witness Test. It shall remain part of the permanent interconnection record. Parties may not deviate from initial settings and agreed upon operating parameters except as permitted by the Rule without written authorization of the Public Utility. The Interconnection Customer will furnish updated information to the Public Utility any time a special operating requirement initial set point or the Interconnection Equipment is materially changed.

Exhibit 8



Interconnection Agreement for a Community Solar Project

This Interconnection Agreement for a Community Solar Project (“Agreement”) is made and entered into this ___ day of _____ by and between _____, a _____

organized and existing under the laws of the State of _____, (“Interconnection Customer” or “Applicant”) and PacifiCorp, a corporation, existing under the laws of the State of Oregon, (“Public Utility”). The Interconnection Customer and Public Utility may be referred to hereinafter singly as a “Party” or collectively as the “Parties.”

Recitals:

Whereas, the Interconnection Customer is proposing to develop a Community Solar Project, consistent with the Application completed on _____;

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

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

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

Article 1. Scope and Limitations of Agreement

1.1 Scope

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

1.2 Definitions

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

1.3 No Agreement Regarding Power Purchase, Transmission, or Delivery

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



Interconnection Agreement for a Community Solar Project

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

1.4 Other Agreements

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

1.5 Responsibilities of the Parties

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

1.5.2 The Interconnection Customer will construct, own, operate, and maintain its Community Solar Project in accordance with this Agreement, IEEE Standard 1547 (2003 ed), IEEE Standard 1547.1 (2005 ed), the National Electrical Code (2005 ed) and applicable standards required by the Commission and this Agreement.

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

1.6 Parallel Operation and Maintenance Obligations

Once the Community Solar Project has been authorized to commence Parallel Operation by execution of this Agreement and satisfaction of Article 2.1 of this Agreement, the Interconnection Customer will abide by all written provisions for operating and maintenance as required by this Agreement and any attachments to this Agreement as well as by the Rule and as detailed by the Public Utility in a certification form, "Operations Form", title "Interconnection Equipment As-Built Specifications, Initial Settings and Operating Requirements."

1.7 Metering & Monitoring

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

1.8 Power Quality

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



Interconnection Agreement for a Community Solar Project

that meets the requirements set forth in IEEE 1547. The Public Utility may, in some circumstances, also require the Interconnection Customer to follow voltage or VAR schedules used by similarly situated, comparable generators in the control area. Any special operating requirements will be detailed in Operations Form and completed by the Public Utility as required by the Rule. The Public Utility shall not impose additional requirements for voltage or reactive power support outside of what may be required to mitigate impacts caused by interconnection of the Community Solar Project to the Public Utility's system.

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

2.1 Equipment Testing and Inspection

The Interconnection Customer will test and inspect its Community Solar Project and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 Standards as provided for in the Rule. The Interconnection will not be final and the Community Solar Project shall not be authorized to operate in parallel with the Public Utility's Distribution System until the Witness Test and Certificate of Completion provisions in the Rule have been satisfied. The Interconnection Customer shall pay or reimburse the Public Utility for its costs to participate in the Witness Test. Operation of the Community Solar Project requires an effective Interconnection Agreement; electricity sales require a power purchase agreement.

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

2.2 Right of Access:

As provided in the CSP Interconnection Procedures, the Public Utility will have access to the Interconnection Customer's premises for any reasonable purpose in connection with the Interconnection Application or any Interconnection Agreement that is entered in to pursuant to the Rule and CSP Interconnection Procedures or if necessary to meet the legal obligation to provide service to its customers. Access will be requested at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition.



Interconnection Agreement for a Community Solar Project

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

3.1 Effective Date

The Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

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

Commented [SSA21]: This may be a problem because the CSP PPA is 20 years from the COD, means the overall term of that agreement will be closer to 22 years.

3.3 Termination

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

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

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

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

Commented [SSA22]: 3.3.3. PA is in charge of policing certification status. Not clear how PAC would learn not certified or if it is possible Project is about to cure any defect. Allowing immediate termination does not appear reasonable. This issue is raised in various termination clauses in these documents. Should find a consistent treatment.

3.3.4 The Commission may order termination of this Agreement.

3.3.5 Upon termination of this Agreement, the Community Solar Project will be disconnected from the Public Utility's Distribution System at the Interconnection Customer's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

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

3.4 Temporary Disconnection

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

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



Interconnection Agreement for a Community Solar Project

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

- 3.4.2 For routine Maintenance, Parties will make reasonable efforts to provide five Business Days' notice prior to interruption caused by routine maintenance or construction and repair to the Community Solar Project or Public Utility's Distribution System and shall use reasonable efforts to coordinate such interruption.
- 3.4.3 The Public Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice of forced outages of the Distribution System. If prior notice is not given, the Public Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 For disruption or deterioration of service, where the Public Utility determines that operation of the Community Solar Project will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Community Solar Project could cause damage to the Public Utility's Distribution System, the Public Utility may disconnect the Community Solar Project. The Public Utility will provide the Interconnection Customer upon request all supporting documentation used to reach the decision to disconnect. The Public Utility may disconnect the Community Solar Project if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the Interconnection Customer receives the Public Utility's written notice supporting the decision to disconnect, unless emergency conditions exist, in which case the provisions of 3.4.1 of the agreement apply.
- 3.4.5 If the Interconnection Customer makes any change to the Community Solar Project, the Interconnection Equipment, the Interconnection Facilities, or to any other aspect of the interconnection, other than Minor Equipment Modifications, without prior written authorization of the Public Utility, the Public Utility will have the right to disconnect the Community Solar Project until such time as the impact of the change has been studied by the Public Utility and any reasonable requirements or additional equipment or facilities required by the Public Utility to address any impacts from the changes have been implemented by the Parties and approved in writing by the Public Utility.

3.5 Restoration of interconnection:

The Parties shall cooperate with each other to restore the Community Solar Project, Interconnection Facilities, and Public Utility's Distribution System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to Article 3.4.

Commented [SSA23]: 3.4.5 The Small Gen IA provides "The requirement to apply to the Public Utility for study and approve of modifications is governed by OAR 860-082-0005(b)." Doesn't seem this is needed here.



Interconnection Agreement for a Community Solar Project

Article 4. Cost Responsibility and Billing:

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

4.1 Minor Distribution System Modifications:

As provided in the CSP Interconnection Procedures addressing Tier 2 review, it may be necessary for the Parties to construct certain Minor Modifications to interconnect under Tier 2 review. The Public Utility has itemized any required Minor Modifications in the attachments to this Agreement, including a good-faith estimate of the cost of such Minor Modifications and the time required to build and install such Minor Modifications. The Interconnection Customer agrees to pay the costs of such Minor Modifications.

4.2 Interconnection Facilities:

The Public Utility has identified under the review procedures of a Tier 2 review or under a Tier 4 Facilities Study, the Interconnection Facilities necessary to safely interconnect the Community Solar Project with the Public Utility. The Public Utility has itemized the required Interconnection Facilities in the attachments to this Agreement, including a good-faith estimate of the cost of the facilities and the time required to build and install those facilities. The Applicant is responsible for the cost of the Interconnection Facilities.

4.3 Interconnection Equipment:

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

4.4 System Upgrades:

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

Commented [SSA24]: 4.4. PAC has modified this to allow cost sharing, even when the projects are not studied jointly. This is different from section 4.4. in the small gen. IA, which says that costs may be shared pursuant to a tariff that may be filed in the future. PGE followed the small gen. IA. PAC's approach makes sense.

4.5 Adverse System Impact:

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



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the Public Utility's system or on the Affected System to address impacts on Affected Systems and accommodate a Community Solar Project. Such coordination with Affected System owners shall include inviting Affected System owners to scoping meetings between the Public Utility and the Applicant and providing the Affected System owner with study results and other information reasonably required and requested by the Affected System owner to allow the Affected System owner to assess impacts to its system and determine required mitigation, if any, for such impacts. The Parties acknowledge that the Public Utility cannot compel the participation of the Affected System owner and that the Public Utility is not itself responsible for identifying impacts or mitigation associated with an Affected System. The actual cost of any actions taken to address the Adverse System Impacts, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer may be entitled to financial compensation from other Public Utilities or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Interconnection Customer, to the extent allowed or required by the Commission. Such compensation will only be available to the extent provided for in the separate rules or Commission order. If the Parties have actual knowledge of an Adverse System Impact on an Affected System, the Applicant shall not interconnect and operate its Community Solar Project in parallel with the Public Utility's system, and the Public Utility shall not authorize or allow the continued interconnection or parallel operation of the Community Solar Project, unless and until such Adverse System Impact has been addressed to the reasonable satisfaction of the Affected System owner.

4.6 Deposit and Billings:

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

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

or

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

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

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



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

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

5.1 Assignment

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

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

5.1.2 The Interconnection Customer shall have the right to assign the Agreement, without the consent of the Public Utility, for collateral security purposes to aid in providing financing for the Community Solar Project. For Community Solar Project systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.

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

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

5.2 Limitation of Liability and Consequential Damages

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

5.3 Indemnity

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

Commented [SSA25]: 5.1.4. is not included in small gen. IA. This provision makes sense here. The Public Utility may not require the Community Solar Project to maintain general liability insurance in relation to the interconnection of the Community Solar Project with an Electric Nameplate Capacity of 200 kW or less.



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- 5.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified person.
- 5.3.3 If an indemnified person is entitled to indemnification under this Article 5.3 as a result of a claim by a third party, and the indemnifying party fails, after notice and reasonable opportunity to proceed under this Article 5.3, to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Article 5.3, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 5.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 5.3 may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 5.3.6 The indemnifying party shall have the right to assume the defense thereof with counsel designated by such indemnifying party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.
- 5.3.7 The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying party. Notwithstanding the foregoing, the indemnifying party (i) shall not be entitled to assume and control the defense of any such action, suit or



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

5.4 Consequential Damages

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

5.5 Force Majeure

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

5.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event. Until the Force Majeure Event ends the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by the Rule that the Rule does not permit the Parties to mutually waive.



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5.6 Default

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

Article 6. Insurance

- 6.1 The Public Utility may not require the Community Solar Project to maintain general liability insurance in relation to the interconnection of the Community Solar Project with an Electric Nameplate Capacity of 200 kW or less. With regard to the interconnection of a Community Solar Project, the Interconnection Customer shall, at its own expense, maintain in force throughout the period of this Agreement general liability insurance sufficient to protect any person (including the Public Utility) who may be affected by the Interconnection Customer's Community Solar Project and its operation and such insurance shall be sufficient to satisfy the Interconnection Customer's indemnification responsibilities under Article 5.3 of this Agreement.
- 6.2 Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, the Interconnection Customer shall provide the Public Utility with certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- 6.3 All insurance required by this Article 6 shall name the Public, 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

Commented [SSA26]: OAR 860-082 and PAC's small gen. IA exempts projects less than 200 kW. PGE does as well. Makes sense to require PAC to include this exemption.



Interconnection Agreement for a Community Solar Project

(30) Calendar Days advance written notice to the Other Party Group prior to anniversary



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date of cancellation or any material change in coverage or condition. The Interconnection Customer's insurance shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. The insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

- 6.4 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.
- 6.5 The requirements contained herein as to insurance are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

Article 7. Dispute Resolution

Parties will adhere to the dispute resolution provisions in the CSP Interconnection Procedures.

Article 8. Miscellaneous

8.1 Governing Law, Regulatory Authority, and Rules

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

8.2 Amendment

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

8.3 No Third-Party Beneficiaries

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

8.4 Waiver



Interconnection Agreement for a Community Solar Project

- 8.4.1 The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 8.4.2 The Parties may agree to mutually waive a section of this Agreement so long as prior Commission approval of the waiver is not required by the Rule.
- 8.4.3 Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of the Agreement. Any waiver of the Agreement shall, if requested, be provided in writing.

8.5 Entire Agreement

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

8.6 Multiple Counterparts

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

8.7 No Partnership

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

8.8 Severability

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

8.9 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in this Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party will



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require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of such subcontractor.

8.9.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

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

8.10 Reservation of Rights

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

Article 9. Notices and Records

9.1 General

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

9.2 Records

The Public Utility will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by the CSP Interconnection Procedures. The Public Utility will provide a copy of these records to the Interconnection Customer within 15 Business Days if a request is made in writing.

If to the Interconnection Customer:

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



Interconnection Agreement for a Community Solar Project

If to Public Utility:

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

9.3 Billing and Payment

Billings and payments shall be sent to the addresses set out below: (complete if different than article 9.2 above)

If to the Interconnection Customer

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

If to Public Utility

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

9.4 Designated Operating Representative

The Parties will designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operations provisions of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party’s facilities (complete if different than article 9.2 above)

Interconnection Customer’s Operating Representative: _____

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



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Public Utility's Operating Representative: PacifiCorp
Attention: Grid Operations
Address: 9915 S.E. Ankeny Street
City: Portland State: OR Zip: 97216
Phone: 503-251-5197 Fax: 503-251-5228

9.5 Changes to the Notice Information

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

Article 10. Signatures

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

For Public Utility:

Name: _____

Rick Vail

Title: VP, Transmission _____

Date: _____

For the Applicant/Interconnection Customer:

Name: _____

Title: _____

Date: _____



Interconnection Agreement for a Community Solar Project

Attachment 1

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

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

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

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

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

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

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

Point of Interconnection: The point where the Public Utility's Interconnection Facilities connect to the Public Utility's ___kV distribution circuit _____out of _____substation. See Attachment 2.

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



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Attachment 2

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



Interconnection Agreement for a Community Solar Project

Attachment 3

Milestones

Estimated In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

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

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

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

Payment Schedule*

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



Interconnection Agreement for a Community Solar Project

Attachment 4

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

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

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

Community Solar Project Operation Shall Not Adversely Affect the Public Utility's Distribution System. Interconnection Customer shall operate the Community Solar Project in such a manner as not to adversely affect the Public Utility's Distribution System or any other element of the Public Utility's electrical system.

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

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



Interconnection Agreement for a Community Solar Project

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

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

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

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

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

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



Interconnection Agreement for a Community Solar Project

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

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

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

Commented [SSA27]: This is not in small gen. IA. Doesn't seem objectionable?

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

Commented [SSA28]: This is not in the small gen. rules or IA. Not sure is appropriate. PGE has a similar requirement in its CSP IA.



Interconnection Agreement for a Community Solar Project

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

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

Commented [SSA29]: This is not in the small gen. IA. Not sure if is reasonable or not.



Interconnection Agreement for a Community Solar Project

Attachment 5

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

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

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

- (Insert descriptive statement)

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

{LIST ALL CONTINGENT FACILITIES AND ASSOCIATED QUEUE NUMBER}

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



Interconnection Agreement for a Community Solar Project

Attachment 6

Scope of Work



Interconnection Agreement for a Community Solar Project

Attachment 7

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

Exhibit 9

PACIFICORP DRAFT

PACIFICORP DRAFT
FEBRUARY 17, 2020
OREGON COMMUNITY SOLAR PROGRAM

PACIFICORP DRAFT
FEBRUARY 17, 2020
OREGON COMMUNITY SOLAR PROGRAM

EXHIBIT D

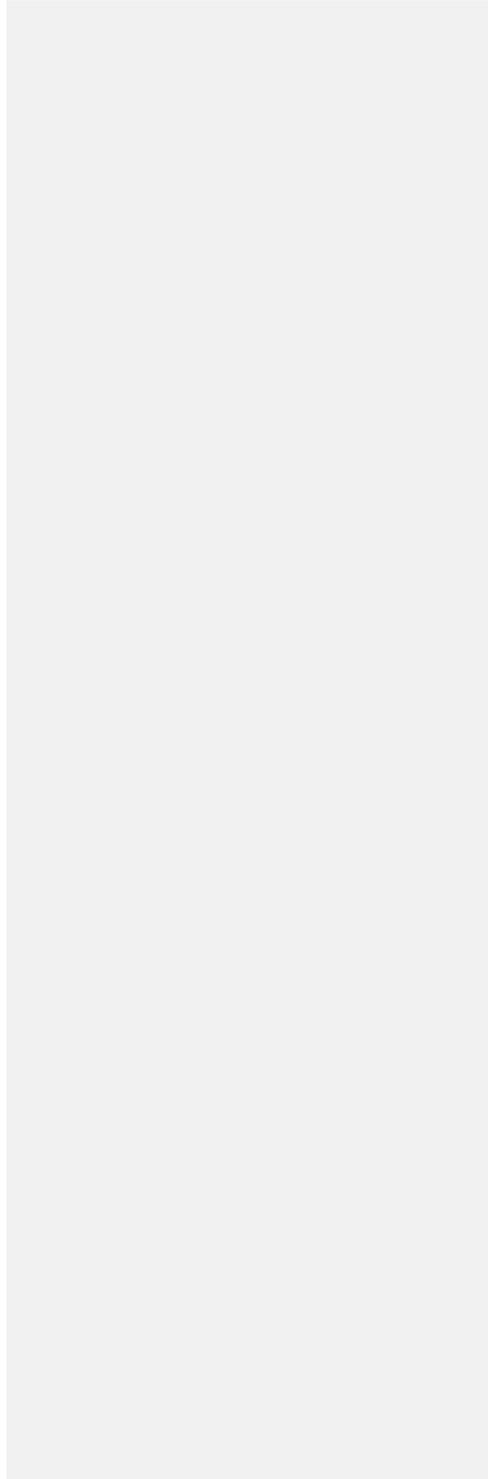


EXHIBIT E

