

March 26, 2020

VIA ELECTRONIC FILING

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

Attention: Filing Center

**RE: First Supplemental Filing of Advice No. 20-003 – Schedule 126
Community Solar Program – Interconnection and Power Purchase**

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. On February 18, 2020, PacifiCorp initially filed Advice Letter 20-003 along with an Application for Less than Statutory Notice. PacifiCorp requested that the tariff, application and procedures, and standard agreements become effective upon approval of the Public Utility Commission of Oregon (Commission). At a Public Meeting held on March 10, 2020, the Commission suspended PacifiCorp's tariffs for sixty days to allow for further investigation.¹ In this supplemental filing, PacifiCorp provides revisions to certain documents submitted with its initial advice letter filing in response to comments from Staff and stakeholders.

Provided with this filing are the following replacement tariff sheets:

<u>Sheet</u>	<u>Schedule/Rule</u>	<u>Title</u>
Original Sheet No. 126-1	Schedule 126	Community Solar Program – Interconnection and Power Purchase
Original Sheet No. 126-5	Schedule 126	Community Solar Program – Interconnection and Power Purchase

All other tariff sheets previously submitted remain the same.

PacifiCorp also submits the following updated supporting exhibits:

- 1) Clean and Redline Schedule Sheet Nos. 126-1 and 126-5
- 2) Redline of Interconnection Procedures for Community Solar Program (CSP) Projects
- 3) Redline of System Impact Study Agreement for CSP Projects
- 4) Redline of Facilities Study Agreement for CSP Projects
- 5) Redline of CSP Project Interconnection Agreement

¹ *In the matter of the Public Utility Commission of Oregon, Community Solar Implementation, Docket No. UM 1930, Order 20-082.*

6) Redline of CSP Purchase Agreement

PacifiCorp revised the above-referenced CSP Interconnection documents based on the discussion at the March 19, 2020 CSP Interconnection Workshop. During the workshop, Staff reviewed a pdf document entitled, "Topic List and Redlines: OPUC Workshop on Community Solar Program Interconnection Documents." PacifiCorp made revisions to reflect Staff's recommendations presented in that document. Those recommendations generally sought to make certain provisions consistent with provisions in OAR chapter 860, division 082 and related agreements.

In addition to the above-referenced revisions, PacifiCorp removed prior Section A(5) from the CSP Interconnection Procedures. The provision addressed the ability of a qualifying facility with an existing interconnection request to proceed to the execution of a CSP Interconnection Agreement rather than submitting a new CSP Interconnection Application under the CSP Interconnection Procedures. Because the provision did not relate to the CSP Interconnection Procedures and appeared inconsistent with the Program Implementation Manual, PacifiCorp removed the language.

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
Lloyd Center Mall, Room 2265
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

Exhibit 1

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)

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 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)

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)

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. ~~Calculation or determination~~ Estimate 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)

Exhibit 2

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)~~(5) 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.

B. Definitions

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.

- 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 1547.1, ~~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.

- 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 ~~will~~may 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.

- 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. 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. 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, 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.

G. Insurance

- (1) A Public Utility may not require an Applicant or an Interconnection Customer with a Community Solar Project with a nameplate capacity of 200 kilowatts or less to obtain liability insurance to interconnect with the Public Utility's distribution system.
- (2) A Public Utility may require an Applicant or an Interconnection Customer with a Community Solar Project with a nameplate capacity greater than 200 kilowatts to obtain prudent amounts of general liability insurance to interconnect to the Public Utility's distribution system.

G.H. 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 10 megawatts.
- 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.
- 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);

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

iii. Provide Written Notice to the Applicant stating whether the Public Utility approved the Application. Public Utility.

(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.I. Tier 4 Interconnection Review

(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. If an applicant provides an independent system impact study to the public utility, then the public utility must evaluate and address any alternative findings from that study.
- h.i. The Public Utility must provide a copy of the system impact study to the Applicant within five (5) Business Days of completing the study.
- h.j. 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-k.~~ 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-l.~~ 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 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 Interconnection Facilities and System Upgrades required to safely interconnect the Community Solar Project and must determine the costs for the facilities and upgrades, including equipment, engineering, procurement, and construction costs. 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.~~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.~~
 - e-f. The public utility may contract with a third-party consultant to complete the interconnection facilities and system upgrades identified in the facilities study. A public utility 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 public utility oversight and approval.

~~f.g.~~ 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.h.~~ 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.

(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.

(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.J.~~ 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)~~(4) Public Utility and an Applicant or CSP Interconnection Customer may agree to waive or modify the telemetry requirements in this rule.

~~(6)(5)~~ 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 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.K.~~ 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-L. 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.M. 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 3

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

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.



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:

PacifiCorp

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.

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.

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.

*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 4



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 _____ 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

CSP Interconnection Facilities Study Form Agreement

- b. System Upgrades required to interconnect the Community Solar Project to the Public Utility's Distribution System;
 - c. 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~~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;~~
 - d. 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;
 - e. 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 ~~forty-fivethirty~~ Business Ddays 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.



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 _____



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: _____



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 5



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 from the commercial operations date or the life of the power purchase agreement, whichever is shorter.

3.3 Termination

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

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

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

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

3.3.4~~3~~ The Commission may order termination of this Agreement.

3.3.5~~4~~ 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~~5~~ 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



Interconnection Agreement for a Community Solar Project

Solar Project operation. The Interconnection Customer will notify the Public Utility promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Public Utility's 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.~~



Interconnection Agreement for a Community Solar Project

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.

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.



Interconnection Agreement for a Community Solar Project

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 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



Interconnection Agreement for a Community Solar Project

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 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.



Interconnection Agreement for a Community Solar Project

5.3 Indemnity

- 5.3.1 Liability under this Article 5.3 is exempt from the general limitations on liability found in Article 5.2.
- 5.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified 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.

Interconnection Agreement for a Community Solar Project

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

5.4 Consequential Damages

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



Interconnection Agreement for a Community Solar Project

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

5.6 Default

5.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a breach, the non-breaching Party shall give written notice of such breach to the breaching Party. Except as provided in Article 5.6.2, the breaching Party shall have sixty (60) Calendar Days from receipt of the breach notice within which to cure such breach; provided however, if such breach is not capable of cure within 60 Calendar Days, the breaching Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six months from receipt of the breach notice; and, if cured within such time, the breach specified in such notice shall cease to exist.

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

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



Interconnection Agreement for a Community Solar Project

with certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

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

Article 7. Dispute Resolution

Parties will adhere to the dispute resolution provisions in 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



Interconnection Agreement for a Community Solar Project

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

8.4 Waiver

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

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

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

8.5 Entire Agreement

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

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



Interconnection Agreement for a Community Solar Project

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 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.



Interconnection Agreement for a Community Solar Project

If to the Interconnection Customer:

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

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: _____



Interconnection Agreement for a Community Solar Project

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

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.



Interconnection Agreement for a Community Solar Project

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

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

Please select an option:

Funds due no later than

Levelized Option

Stepped Option

_____, 20__

(or when Interconnection Agreement is executed)

\$

\$

\$

\$

\$

\$

\$

\$

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



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.

~~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



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.~~



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 6

COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT

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

RECITALS

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

B. Project Manager intends to commence delivery of Net Output under this Agreement, for the purpose of start-up testing, on [], 20[]; and

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

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

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

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

Agreement means this Community Solar Program Purchase Agreement.

As-Available Rate is the rate at which PacifiCorp will purchase a Project’s Unsubscribed Energy. The As-Available Rate will be calculated using the Non-Firm Market Price Index.

Average Annual Generation has the meaning stated in Section 5.7.

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

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

1. Seller provides evidence that the Facility is a Certified Project.
2. ~~1.~~ PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer stating (a) the facility capacity rating of the Facility at the anticipated Commercial Operation Date; (b) that the Facility is able to generate electric power reliably in amounts required by this Agreement and in accordance with all other terms and conditions of this Agreement; (c) the Facility has completed start-up testing and commissioning; and (d) in accordance with the Generation Interconnection Agreement, all required interconnection facilities have been constructed, all required interconnection tests have been completed, and the Facility is physically interconnected with PacifiCorp's electric system;
3. ~~2.~~ PacifiCorp has received a certificate addressed to PacifiCorp from an officer of Project Manager stating that Project Manager has obtained all Required Project Documents and, if requested by PacifiCorp in writing, has provided copies of any or all such requested Required Project Documents; and
4. ~~3.~~ PacifiCorp has received an executed copy of Exhibit E—Project Manager's Authorization to Release Generation Data to PacifiCorp.

Community Solar Program is the program established for the procurement of electricity from community solar projects pursuant to ORS 757.386(2), the Commission's implementing regulations, and the Program Implementation Manual.

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

Conditional DNR Notice has the meaning provided in Section 3.1.

Contract Interest Rate means the lesser of (a) the highest rate permitted under applicable law or (b) 200 basis points per annum plus the rate per annum equal to the publicly announced prime rate or reference rate for commercial loans to large businesses in effect from time to time quoted by Citibank, N.A. as its "prime rate." If a Citibank, N.A. prime rate is not available, the applicable prime rate shall be the announced prime rate or reference rate for commercial loans in effect from time to time quoted by a bank with \$10 billion or more in assets in New York City, N.Y., selected by the Party to whom interest is being paid.

Contract Year means a twelve (12) month period commencing at 00:00 hours Pacific Prevailing Time (PPT) on January 1 and ending on 24:00 hours PPT on December 31; provided, however, that the first Contract Year shall commence on the Commercial Operation Date and end on the next succeeding December 31, and the last Contract Year shall end on the date of termination or expiration of this Agreement.

Effective Date means the date stated in the first sentence of this Agreement.

Energy Delivery Schedule has the meaning provided in Section 5.7.

Facility has the meaning provided in the Recitals.

Generation Interconnection Agreement means the generation interconnection agreement between Project Manager and Transmission Provider, providing for the construction, operation, and maintenance of the interconnection facilities required to accommodate deliveries of the Facility's Net Output.

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

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

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

Non-Firm Market Price Index means ninety three percent (93%) of the hourly value calculated based on the average prices reported for a blending of Intercontinental Exchange, Inc. ("ICE") Day Ahead Power Price Report at market hubs for firm index prices for a given day, weighted by the count of hours for each ICE index on such day, multiplied by the then-current hourly energy scalars for a given day calculated under the methodology approved in the Resource Value of Solar docket (UM 1910) or a successor proceeding. If applicable, the resulting value will be reduced by the integration costs specified in the then-current standard avoided cost rate schedule as applicable to the Facility. The market blending and scalar matrices are available upon request. If any index is not available for a given period, the Non-Firm Market Price Index will be the average price derived from days in which all published data is available, for the same number of days immediately preceding and immediately succeeding the period in which an index was not available, regardless of which days of the week are used for this purpose. The Non-Firm Market Price Index will remain in effect until a replacement Non-Firm Market Price Index is approved by the Oregon Public Utility Commission.

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

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

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

Program Implementation Manual means the manual of requirements applicable to the Project Manager, PacifiCorp and Participants for the Community Solar Program adopted by the Oregon Public Utility Commission, ~~as may be amended from time to time.~~ [In the event there are revisions to the Program Implementation Manual during the term of this Agreement, such revisions will only apply to performance by Project Manager and PacifiCorp after the effective date of such revisions.](#)

Project Manager is the entity having responsibility for managing the operation of the Facility [and for maintaining contact with PacifiCorp,](#) as stated in the first sentence of this Agreement.

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

PURPA means the Public Utility Regulatory Policies Act of 1978.

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

Renewable Energy Credits means green tags, green certificates, renewable energy credits (RECs) and tradable renewable certificates, as those terms are commonly used in the regional electric utility industry, directly associated with the production of energy from the Facility.

Required Project Documents means all licenses, permits, authorizations, and agreements, including a Generation Interconnection Agreement and Qualifying Facility certification or self-certification, necessary for construction, operation, and maintenance of the Facility consistent with the terms of this Agreement, including without limitation those listed in Exhibit C.

Scheduled Commercial Operation Date has the meaning provided in the Recitals.

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

Subscribed Energy means that portion of the Net Output for which the Project Manager has obtained a Participant and for which PacifiCorp must credit the Participant's electric bills consistent with the Community Solar Program.

Transmission Provider means PacifiCorp, acting in its transmission provider capacity.

Unsubscribed Energy means that portion of the Net Output for which the Project Manager has no Participant and that is purchased by PacifiCorp at the As-Available Rate consistent with the Community Solar Program.

SECTION 2: TERM

2.1 Term. Except as otherwise provided herein, this Agreement shall terminate at midnight (Pacific prevailing time) on the date that is the twentieth (20th) anniversary of the Commercial Operation Date.

SECTION 3: DELIVERY OF POWER AND COMPENSATION

3.1 Designation of Network Resource. Within five (5) business days following the Effective Date, PacifiCorp will submit an application to the Transmission Provider requesting designation of the Facility as a network resource, thereby authorizing network transmission service under PacifiCorp's Network Integration Transmission Service Agreement with the Transmission Provider. PacifiCorp will request an effective date for commencement of network transmission service for the Facility that is ninety (90) days prior to the Scheduled Commercial Operation Date. PacifiCorp will inform Project Manager of Transmission Provider's response to the application described above in this paragraph within five (5) days of PacifiCorp's receipt of such response from the Transmission Provider. If PacifiCorp is notified in writing by the Transmission Provider that designation of the Facility as a network resource requires the construction of transmission system network upgrades or otherwise requires potential re-dispatch of other network resources of PacifiCorp (a "Conditional DNR Notice"), PacifiCorp and Project Manager will promptly meet to determine how such conditions to the Facility's network resource designation will be addressed in this Agreement. If, within sixty (60) days following the date of PacifiCorp's receipt of the Conditional DNR Notice, PacifiCorp and Project Manager are unable to reach agreement regarding how to designate the Facility as a network resource in light of the Conditional DNR Notice, PacifiCorp will submit the matter to the Commission for a determination on whether, as a result of the Conditional DNR Notice, this Agreement should be terminated or amended. PacifiCorp will submit such filing to the Commission within ninety (90) days following the date of PacifiCorp's receipt of the Conditional DNR Notice. In the event of such a filing to the Commission under this Section, the Parties' obligations under this Agreement will be suspended until such time that the Commission issues a final decision. In the event of a Conditional DNR Notice, Project Manager will have the right to terminate this Agreement upon written notice to PacifiCorp and such termination by Project Manager will not be an event of default and no damages will be owed by Project Manager to PacifiCorp related to the termination of this Agreement except to the extent PacifiCorp has incurred costs at Project Manager's request in furtherance of addressing the matters covered under this Section.

3.2 Delivery and Purchase of Net Output. Subject to Section 3.1 above and unless otherwise provided in this Agreement, commencing on the Commercial Operation Date, Project Manager will transmit to PacifiCorp all Net Output and PacifiCorp will accept all Net Output delivered to the Point of Delivery. PacifiCorp will accept Net Output delivered to the Point of Delivery as early as ninety (90) days prior to the Scheduled Commercial Operation Date. If Seller desires to begin transmitting Net Output to PacifiCorp at a date earlier than ninety (90) days prior to the Scheduled Commercial Operation Date, PacifiCorp will only be obligated to purchase such Net Output if PacifiCorp is able to modify its network resource designation for the Facility such that the output could be delivered using network transmission service as described in Section 3.1 above at no additional cost or other economic impact to PacifiCorp.

3.3 Curtailment. PacifiCorp is not obligated to purchase, receive, pay for, or pay any damages associated with, energy from the Facility not delivered to the Point of Delivery due to any of the following: (a) the Facility's interconnection is disconnected, suspended or interrupted, in whole or in part, consistent with the terms of the Generation Interconnection Agreement; (b) the general, non-discriminatory curtailment, reduction, or redispatch of generation in the area for any reason, even if such curtailment or redispatch directive is carried out by PacifiCorp (but excluding curtailment of purchases for solely economic reasons unilaterally directed by PacifiCorp); (c) the Facility's lack of integration or synchronization to the transmission system; or (d) a force majeure event.

3.4 Compensation. PacifiCorp will compensate the Project Manager for Unsubscribed Energy and the Participants for Subscribed Energy on a monthly basis as provided in the Community Solar Program.

(a) For the portion of the monthly Net Output that is Subscribed Energy, PacifiCorp will credit the electric bills of Participants to account for their proportionate share of the Net Output in accordance with the requirements of the Community Solar Program and data provided by the Program Administrator.

(b) For the portion of the monthly Net Output that is Unsubscribed Energy that is delivered to PacifiCorp by Project Manager from the Facility at the Point of Delivery, PacifiCorp will pay the Project Manager the As-Available Rate consistent with the Community Solar Program.

SECTION 4: RENEWABLE ENERGY CREDITS

4.1 No Claim to Renewable Energy Certificates. PacifiCorp waives any claim to ownership of any Renewable Energy Certificates that are issued by the Western Renewable Energy Generation Information System associated with the Facility's Net Output.

SECTION 5: OPERATION AND CONTROL

5.1 Community Solar Program. Both Parties shall comply with the requirements of the Community Solar Program. Failure to comply with the Community Solar Program shall be considered a material breach of this Agreement.

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

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

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

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

5.6 Facility Inspection. Project Manager is solely responsible for the operation and maintenance of the Facility. PacifiCorp has the right, upon reasonable prior notice to Project Manager, to inspect the Facility to confirm that the Project Manager is operating the Facility in accordance with the provisions of this Agreement, provided that PacifiCorp is not, by reason of its decision to inspect or not to inspect the Facility, or by any action or inaction taken with respect to any such inspection, assuming any responsibility for any liability or occurrence arising from the operation and maintenance by Project Manager of the Facility.

5.7 Average Generation and Energy Delivery Schedules. Project Manager estimates that the Facility will generate, on average, [] kWh per Contract Year (“Average Annual Generation”). Project Manager may, upon at least six (6) months prior written notice, modify the Average Annual Generation every other Contract Year. Project Manager’s initial monthly schedule of expected Net Output from the Facility is attached as Exhibit D (the “Energy Delivery Schedule”). Project Manager must update and provide to PacifiCorp a revised Energy Delivery Schedule within thirty (30) days following the end of each Contract Year.

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

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

5.10 Adjustments to Scheduled Commercial Operation Date. Project Manager must promptly notify PacifiCorp in writing of any adjustments (earlier or later) to the Scheduled Commercial Operation Date. Project Manager must also inform PacifiCorp in writing no later than ten (10) business days prior to the Scheduled Commercial Operation Date of the anticipated Commercial Operation Date, provided such notice to PacifiCorp may not be provided earlier than twenty (20) business days prior to the anticipated Commercial Operation Date.

SECTION 6: METERING AND COMMUNICATIONS

6.1 Metering and Communications.

(a) Metering equipment will be designed, furnished, installed, owned, inspected, tested, maintained and replaced pursuant to the terms of the Generation Interconnection Agreement. To the extent not otherwise provided in the Generation Interconnection Agreement, Project Manager will bear all costs (including PacifiCorp’s costs) relating to all metering and communication equipment installed to accommodate the Facility.

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

(c) If any of the inspections or tests of the metering equipment discloses an error exceeding two percent (2%), either fast or slow, proper correction, based upon the inaccuracy found, will be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction will be made to the measurements taken during the time the metering equipment was in service since the last test in which the metering equipment was found to be accurate, but not exceeding three (3)

months, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction in the meter records will be made in the next payment rendered following the repair of the meter.

SECTION 7: INSURANCE

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

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

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

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

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

SECTION 8: COMPUTATIONS

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

SECTION 9: COMPENSATION

9.1 Payment for Unsubscribed Energy. No later than the 20th day of the month or ten (10) days after receiving kWh data from Program Administrator regarding the prior month's Subscribed Energy

amount and Unsubscribed Energy amount, whichever occurs later, PacifiCorp will send to Program Administrator payment for Project Manager deliveries of Unsubscribed Energy to PacifiCorp, together with computations supporting such payment. PacifiCorp may offset any such payment to reflect amounts owing from Project Manager to PacifiCorp pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the Parties.

9.2 Corrections. PacifiCorp may adjust any payment made under this Agreement for Unsubscribed Energy or Subscribed Energy up to eighteen (18) months following the date of original payment.

9.3 Interest. Any amounts owing after the due date thereof will bear interest at the Contract Interest Rate.

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

~~9.5 Taxes. Project Manager must pay or cause to be paid when due, or reimburse PacifiCorp for, all existing and any new sales, use, excise, severance, ad valorem, and any other similar taxes, imposed or levied by any governmental authority on the energy, Net Output or any other attributes of the Facility up to and including, but not beyond, the Point of Delivery, regardless of whether such taxes are imposed on PacifiCorp or Project Manager under applicable law. PacifiCorp must pay or cause to be paid when due all such taxes imposed or levied by any governmental authority on the Net Output beyond the Point of Delivery, regardless of whether such taxes are imposed on PacifiCorp or Project Manager under applicable law. In the event any taxes are imposed on a Party for which the other Party is responsible hereunder, the Party on which the taxes are imposed must promptly provide the other Party notice thereof and such other information as such Party may reasonably request with respect to any such taxes. PacifiCorp and Project Manager agree that all Net Output being purchased under this Agreement by PacifiCorp is for resale.~~

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

SECTION 10: SUCCESSORS AND ASSIGNS

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

SECTION 11: NOTICES

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

If to PacifiCorp:

If to Project Manager:

SECTION 12: INDEMNIFICATION AND LIABILITY

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

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

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

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

SECTION 13: TERMINATION

13.1 Termination. A Party may terminate this Agreement in the event of a failure of the other Party to perform any material covenant or obligation set forth in this Agreement, if [\(i\) notice of intent to terminate the Agreement is submitted to the Program Administrator at least thirty \(30\) days prior to termination; and \(ii\) the failure is not cured within thirty \(30\) days after the non-defaulting Party gives the defaulting Party notice of the default; provided that if such default is not reasonably capable of being cured within the thirty \(30\) day cure period but is reasonably capable of being cured within a sixty \(60\) day cure period, the defaulting Party will have such additional time \(not exceeding an additional thirty \(30\) days\) as is reasonably necessary to cure, if, prior to the end of the thirty \(30\) day cure period the defaulting Party](#)

provides the non-defaulting Party a remediation plan, ~~the non-defaulting Party approves such remediation plan in its reasonable discretion,~~ and the defaulting Party promptly commences and diligently pursues the remediation plan.

SECTION 14: GENERAL PROVISIONS

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

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

14.3 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the state of Oregon, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement is subject to the jurisdiction of those governmental agencies and courts having control over either Party or this Agreement. Each Party hereby acknowledges that this Agreement and any dispute that arises under this Agreement is subject to the jurisdiction of the Oregon Public Utility Commission. If a dispute related to this Agreement arises between the Parties, the Parties' representatives shall first attempt to resolve the dispute informally through negotiation and consultation. If the Parties are unable to resolve their differences through such negotiation and consultation, any complaint, claim or action to resolve such dispute may be brought in a court or governmental agency with jurisdiction over the dispute.

14.4 ~~Waiver of Jury Trial. EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WITH ANY PROCEEDING IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED. THIS PARAGRAPH SURVIVES THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.~~ 14.5 Severability. If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of this Agreement shall remain in effect. If any terms are finally held or determined to be invalid, illegal or void, the Parties shall enter into negotiations, and seek guidance from the Program Administrator and Oregon Public Utility Commission as necessary, concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any applicable law, the intent of the Parties, and the Community Solar Program.

~~14.6~~14.5 Effect of PURPA Repeal. The repeal of PURPA shall not result in the early termination of this Agreement unless such termination is mandated by state or federal law.

~~14.7~~14.6 Waiver. Any waiver at any time by either Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing, and such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

~~14.8~~14.7 Survival. Notwithstanding termination of this Agreement, PacifiCorp and Project Manager shall continue to be bound by the provisions of this Agreement which by their terms or by their nature shall survive such completion or termination.

~~14.9~~14.8 Entire Agreement; Amendments; Order of Precedence. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PacifiCorp's purchase of energy from the Facility. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by both Parties. If there is a conflict between the terms of this Agreement and the Community Solar Program the Community Solar Program shall apply and prevail.

~~14.10~~14.9 Project Release. By executing this Agreement, Project Manager releases PacifiCorp from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

~~14.11~~14.10 Rights and Remedies Cumulative. Except as expressly set forth in this Agreement, the rights and remedies of the Parties provided in this Agreement and otherwise available at law or in equity are cumulative, such that the exercise of one or more rights or remedies shall not constitute a waiver of any other rights or remedies.

[remainder of page intentionally left blank]

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

PacifiCorp

By: _____

Name: _____

Title: _____

Date: _____

Project Manager

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
DESCRIPTION OF PROJECT MANAGER'S FACILITY

[Project Manager to Complete]

Location of the Facility: The Facility is to be constructed in the vicinity of [_____] in [_____] County, Oregon. The location is more particularly described as follows:

[insert legal description of parcel]

Description of the Facility: Project Manager's Facility consists of [_____] panels rated at [_____] watts DC and an expected annual degradation rate of [_____] % manufactured by [_____] (or equivalent), [_____] inverters manufactured by [_____] , and a [_____] racking system.

More specifically, each generator at the Facility is described as:

Manufacturer's Nameplate Data: [_____] KW DC, [_____] KW AC

Solar Panels

Manufacturer: [_____] or equivalent
Model: [_____]
Power rating (Watts DC @ STC): [_____]W
Number of Modules: [_____]
Number of Modules per string: [_____]

Inverters

Manufacturer: [_____] or equivalent
Model: [_____]
Inverter Rating (AC, kW): [_____]
Number of Inverters: [_____]
Inverter Efficiency at Full Power Rating (%): [_____] %
Inverter Capacity for Site (AC, kW): [_____]
Operation Voltage (Volts): [_____]
Maximum System Design Voltage: [_____]
Number of Phases: [_____]

Mounting

Groundmount or rooftop? [_____]
Fixed tilt or Single-axis Tracking? [_____]

Proposed Module orientation: [_____]]
Tilt Angle (Degrees): [_____]]
Azimuth (Degrees): [_____]]
Pitch (Row Spacing) (Feet): [_____]]
Row Width (Feet): [_____]]
Row Length (Feet): [_____]]
Max/min rotation (if tracking) (Degrees): [+_____] / [-_____]]
Ground Coverage Ratio: [_____] %

PV Array Characteristics

Rated Output (kW): [_____] kW DC / [_____] kW AC
Rated Output (kVA): [_____] kVA

Transformation

Number of Step-up transformers: [_____]]
Size of Step-up Transformers (kVA): [_____]]
Low Side voltage of Step-up transformer (volts): [_____]]
High Side voltage of Step up transformer (volts): [_____]]

Total land required: [_____] acres

Power factor requirements

Rated Power Factor (PF) or reactive load (kVAR): PF= [_____]]
Leading: [_____] Lagging: [_____]]

Project Manager's Estimate of Facility Annual Output Under Ideal (Maximum) or Worst (Minimum) Conditions

Maximum kW Output ("Maximum Facility Delivery Rate"): [_____] kW AC
Maximum kVA Output: [_____] kVA
Minimum kW Output: [_____] kW
Estimated kW Output: [_____] kW AC
Maximum Generator Interconnection Agreement Delivery Rate: [_____] kW
[instantaneous]

Nameplate Capacity Rating: [_____] kW AC at 25° C

Estimated station service for lighting and other auxiliary energy requirements is estimated to be approximately [_____] kWh annually.

PV Panel output degradation factor: [_____] % per year.

EXHIBIT B

POINT OF DELIVERY / PROJECT MANAGER'S INTERCONNECTION FACILITIES

[Instructions to Project Manager:

1. Include description of point of metering, and Point of Delivery
2. Provide interconnection single line drawing of Facility including any transmission facilities on Project Manager's side of the Point of Delivery.]

EXHIBIT C
REQUIRED FACILITY DOCUMENTS

[Reference QF certification]

[Reference Interconnection Agreement]

EXHIBIT D
ENERGY DELIVERY SCHEDULE

Month	Average Energy (kWh)
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Project Manager to provide an estimate of the average monthly Net Output of the Facility, and explain the basis for the estimate.

EXHIBIT E
PROJECT MANAGER AUTHORIZATION TO RELEASE
GENERATION DATA TO PACIFICORP

[Interconnection Customer Letterhead]

[DATE]

Director, Transmission Services
PacifiCorp
825 NE Multnomah, Suite 1600
Portland, OR 97232

To Whom it May Concern:

_____ (“Seller”) hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Seller's interconnection information with marketing function employees of PacifiCorp, including but not limited to those in Energy Supply Management. Seller acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.
