

**DSO SMALL GENERATOR
INTERCONNECTION PROCEDURES (SGIP)**

(For Generating Facilities No Larger Than 20 MW)

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[Attachment 1](#) – Glossary of Terms

[Attachment 2](#) – Small Generator Interconnection Request

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[Attachment 5](#) – Procedures for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10 kW (“10 kW Inverter Process”)

[Attachment 6](#) – Application for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10 kW (“10 kW Inverter Process”)

[Attachment 7](#) – Terms and Conditions for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10 kW (“10 kW Inverter Process”)

[Attachment 8](#) – Certificate of Completion

[Attachment 9](#) – Feasibility Study Agreement

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[Attachment 11](#) – Facilities Study Agreement

SECTION 1. APPLICATION

1.1 Applicability

- 1.1.1 This process is only applicable to Interconnection Requests from members of DSO Electric (“DSO”) that have an active account.
- 1.1.2 A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kW shall be evaluated under the 10 kW Inverter Process. A request to interconnect a certified Small Generating Facility¹ no larger than 2 MW shall be evaluated under the Fast Track Process. A request to interconnect a Small Generating Facility larger than 2 MW but no larger than 20 MW, or a Small Generating Facility that does not pass the Fast Track Process or the 10 kW Inverter Process, shall be evaluated under the Regular Study Process.
- 1.1.3 This process is only applicable to interconnections with DSO facilities up to 69 kV that are not under the functional control of the Southwest Power Pool, Inc.
- 1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1.
- 1.1.3 All references to Interconnection Agreement in this procedure refer to the Small Generator Interconnection Agreement (SGIA).

1.2 Interconnection Request

Customer shall submit its Interconnection Request to DSO, together with the processing fee or deposit specified in the Application Form. DSO shall notify the Customer within 10 Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, then DSO shall provide a notice that the Interconnection Request is incomplete, including a written list detailing all information that must be provided to complete the Interconnection Request. The Customer will have 10 Business Days after receipt of the notice to submit the listed information or to request an extension of time to provide such information. If the Customer does not provide the listed information or a request for an extension of time within the deadline, then the Interconnection Request will be deemed withdrawn.

1.3 Modification of the Interconnection Request

Any modification to machine data or equipment configuration or to the interconnection site of the Small Generating Facility not agreed to in writing by DSO and Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the changes are undertaken.

¹ See Attachments 3 and 4 for description of certification criteria.

1.4 Site Control

Documentation of site control must be submitted with the Interconnection Request. Site control may be demonstrated through the following:

- 1.4.1 Ownership of, a leasehold interest in, or a right to develop, a site for the purpose of constructing the Small Generating Facility, or
- 1.4.2 An option to purchase or acquire a leasehold site for such purpose, or
- 1.4.3 An exclusivity or other business relationship between Customer and the entity having the right to sell, lease, or grant Customer the right to possess or occupy a site for such purpose.

1.5 Queue Position

DSO shall assign a Queue Position based upon the date of the Interconnection Request. The Queue Position of each Interconnection Request will be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection. DSO shall maintain a single queue per geographic region. At DSO's option, Interconnection Requests may be studied serially or in clusters for the purpose of the System Impact Study.

1.6 Interconnection Requests Submitted Prior to the Effective Date of the Small Generator Interconnection Procedures (SGIP)

Nothing in the SGIP affects an Interconnection Customer's Queue Position assigned before the effective date of the SGIP. The Parties agree to complete work on any interconnection study agreement executed prior to the effective date of the SGIP in accordance with the terms and conditions of that interconnection study agreement. Any new studies or other additional work will be completed pursuant to the SGIP.

SECTION 2. 10 kW INVERTER PROCESS

The 10 kW Certified Inverter-Based application is available only for inverter-based Small Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the SGIP. The application for this process is shorter and requires less information from Customer. Qualifying for this application automatically qualifies the proposed interconnection to be evaluated under the Fast Track Process.

SECTION 3. FAST TRACK PROCESS

3.1 Applicability

The Fast Track Process is available to Customer proposing to interconnect its Small Generating Facility with DSO's Distribution System if the Small Generating Facility is no larger than 2 MW and if Customer's proposed Small Generating Facility meets the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or DSO has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

3.2 Initial Review

Within 15 Business Days after DSO notifies Customer it has received a complete Interconnection Request, DSO shall perform an initial review using the screens set forth below, shall notify Customer of the results, and make copies of the analyses and data underlying DSO's determinations under the screens available upon request by Customer.

3.2.1 Screens

- 3.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of DSO's Distribution System.
- 3.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation on the circuit, including the proposed Small Generating Facility, shall not exceed 15% of the line section annual peak load as most recently measured at the substation. A line section is that portion of DSO's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.
- 3.2.1.3 For interconnection of a proposed Small Generating Facility to the load side of spot network protectors, the proposed Small Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5% of a spot network's maximum load or 50 kW².
- 3.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10% to the distribution circuit's maximum fault current at the

² A spot network is a type of distribution system found within modern commercial buildings to provide high reliability of service to a single customer. (Standard Handbook for Electrical Engineers, 11th edition, Donald Fink, McGraw Hill Book Company)

point on the high voltage (primary) level nearest the proposed point of change of ownership.

3.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers) or Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5% of the short circuit interrupting capability.

3.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on DSO’s electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	Three-phase or single-phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively grounded three-phase or single-phase, line-to-neutral	Pass screen

3.2.1.7 If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, then the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.

3.2.1.8 If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240-volt service, then its addition shall not create an imbalance between the two sides of the 240-volt service of more than 20% of the nameplate rating of the service transformer.

3.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect, shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).

- 3.2.1.10 No construction of facilities by DSO on its own system shall be required to accommodate the Small Generating Facility.
- 3.2.2 If the proposed interconnection passes the screens, then the Interconnection Request shall be approved, and DSO shall provide Customer an executable Interconnection Agreement within five Business Days after the determination.
- 3.2.3 If the proposed interconnection fails the screens, but DSO determines that the Small Generating Facility nonetheless may be interconnected consistent with safety, reliability, and power quality standards, then DSO shall provide Customer an executable Interconnection Agreement within five Business Days after the determination.
- 3.2.4 If the proposed interconnection fails the screens, but DSO does not or cannot determine from the initial review that the Small Generating Facility nonetheless may be interconnected consistent with safety, reliability, and power quality standards unless Customer is willing to consider minor modifications or further study, then DSO shall provide Customer with the opportunity to attend a customer options meeting.

3.3 Customer Options Meeting

If DSO determines the Interconnection Request cannot be approved without minor modifications at minimal cost; or a supplemental study or other additional studies or actions; or at significant cost to address safety, reliability, or power quality problems, within the five Business Day-period after the determination, then DSO shall notify Customer and provide copies of all data and analyses underlying its conclusion, upon request. Within 10 Business Days of DSO's determination, DSO shall offer to convene a customer options meeting with DSO to review possible Customer facility modifications, or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to be connected safely and reliably. At the time of notification of DSO's determination, or at the customer options meeting, DSO shall do the following:

- 3.3.1 Offer to perform facility modifications or minor modifications to DSO's electric system (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to DSO's electric system, or
- 3.3.2 Offer to perform a supplemental review if DSO concludes that the supplemental review might determine that the Small Generating Facility could continue to qualify for interconnection pursuant to the Fast Track Process, and provide a non-binding good faith estimate of the costs of such review, or

3.3.3 Obtain Customer's agreement to continue evaluating the Interconnection Request under the Section 4 Regular Study Process.

3.4 Supplemental Review

If Customer agrees to a supplemental review, then Customer shall agree in writing within 15 Business Days of the offer and submit a deposit for the estimated costs. Customer shall be responsible for DSO's actual costs for conducting the supplemental review. Customer must pay any review costs that exceed the deposit within 20 Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, then DSO will return such excess within 20 Business Days of the invoice without interest.

3.4.1 Within 10 Business Days following receipt of the deposit for a supplemental review, DSO shall determine if the Small Generating Facility can be interconnected safely and reliably.

3.4.1.1 If the Small Generating Facility can be interconnected safely and reliably, then DSO shall forward an executable Interconnection Agreement to Customer within five Business Days.

3.4.1.2 If the Small Generating Facility can be interconnected safely and reliably, and Customer facility modifications are required to allow the Small Generating Facility to be interconnected consistent with safety, reliability, and power quality standards under these procedures, then DSO shall forward an executable Interconnection Agreement to Customer within five Business Days after confirmation that Customer has agreed to make the necessary changes at Customer's cost.

3.4.1.3 If the Small Generating Facility can be interconnected safely and reliably, and minor modifications to DSO's electric system are required to allow the Small Generating Facility to be interconnected consistent with safety, reliability, and power quality standards under the Fast Track Process, then DSO shall forward an executable Interconnection Agreement to Customer within 10 Business Days that requires Customer to pay the costs of such system modifications prior to interconnection.

3.4.1.4 If the Small Generating Facility cannot be interconnected safely and reliably, then the Interconnection Request will continue to be evaluated under the Section 4 Regular Study Process.

SECTION 4. REGULAR STUDY PROCESS

4.1 Applicability

The Regular Study Process shall be used by a Customer proposing to interconnect its Small Generating Facility with DSO's Distribution System if the Small Generating Facility (1) is larger than 2 MW but no larger than 20 MW, (2) is not certified, or (3) is certified but did not pass the Fast Track Process or the 10 kW Inverter Process.

4.2 Scoping Meeting

4.2.1 A scoping meeting will be held within 10 Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. DSO and Customer will bring to the meeting personnel, including system engineers and other resources, as may be reasonably required to accomplish the purpose of the meeting.

4.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request. The Parties shall further discuss whether DSO should perform a feasibility study or proceed directly to a system impact study, or a facilities study, or an interconnection agreement. If the Parties agree that a study should be performed, then DSO shall provide Customer, as soon as possible, but not later than five Business Days after the scoping meeting, a study agreement (Attachments 9, 10, or 11), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. Where the Parties agree it is reasonable to do so, a single study addressing feasibility, system impact, and facilities may be conducted rather than separate studies. The Parties shall agree on a scope for the combined study, an initial deposit for the study costs, and execute a study agreement (similar to Attachments 6, 7, and 8).

4.2.3 The scoping meeting may be omitted by mutual agreement. To remain in consideration for interconnection, Customer who has requested a feasibility study shall return the executed Feasibility Study Agreement (Attachment 9) within 15 Business Days. If the Parties agree not to perform a feasibility study, then DSO shall provide Customer, no later than five Business Days after the scoping meeting, a System Impact Study Agreement (Attachment 10), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If the Parties agree not to perform a system impact study, then DSO shall provide Customer, no later than five Business Days after the scoping meeting, a Facilities Study Agreement (Attachment 11), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

4.3 Feasibility Study

- 4.3.1 The feasibility study shall identify any potential adverse system impacts that would result from the interconnection of the Small Generating Facility.
- 4.3.2 A deposit of the lesser of 50% of the good faith estimated feasibility study costs or earnest money of \$1,000 may be required from Customer.
- 4.3.3 The scope of and cost responsibilities for the feasibility study are described in the attached Feasibility Study Agreement (Attachment 9).
- 4.3.4 If the feasibility study shows no potential for adverse system impacts, then DSO shall send Customer a Facilities Study Agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If no additional facilities are required, then DSO shall send Customer an executable Interconnection Agreement within five Business Days.
- 4.3.5 If the Feasibility Study shows the potential for adverse system impacts, then the review process shall proceed to the appropriate system impact study(ies).

4.4 System Impact Study

- 4.4.1 A system impact study shall identify and detail the electric system impacts that would result if the proposed Small Generating Facility were interconnected without project modifications or electric system modifications, focusing on the adverse system impacts identified in the feasibility study, or to study potential impacts, including, but not limited to, those identified in the scoping meeting. A system impact study shall evaluate the impact of the proposed interconnection on the reliability of the electric system.
- 4.4.2 In instances where the feasibility study or the system impact study shows potential for Distribution System adverse system impacts, within five Business Days following transmittal of the feasibility study report, DSO shall notify Customer about the potential transmission system impacts. If Customer elects to proceed with the interconnection process, then DSO shall schedule a meeting with the Transmission Owner and Customer to discuss next steps; otherwise, the Interconnection Request is considered withdrawn.
- 4.4.3 If the feasibility study shows no potential for Distribution System adverse system impacts, then DSO shall send Customer either a Facilities Study Agreement (Attachment 8), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or an executable Interconnection Agreement, as applicable.
- 4.4.4 In order to remain under consideration for interconnection, Customer shall return executed system impact study agreements, if applicable, within 30 Business Days.

- 4.4.5 A deposit of the good faith estimated costs for each system impact study may be required from Customer.
- 4.4.6 The scope of and cost responsibilities for a system impact study are described in the attached System Impact Study Agreement (Attachment 10).

4.5 Facilities Study

- 4.5.1 Once the required system impact study(ies) is completed, a system impact study report shall be prepared and transmitted to Customer along with a Facilities Study Agreement within five Business Days, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the facilities study. In the case where one or both system impact studies are determined to be unnecessary, notice of the fact shall be transmitted to Customer within the same timeframe.
- 4.5.2 In order to remain under consideration for interconnection or, as appropriate, in DSO's interconnection queue, Customer shall return the executed Facilities Study Agreement or a request for an extension of time within 30 Business Days.
- 4.5.3 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement, and construction work (including overheads) needed to implement the conclusions of the system impact study(ies).
- 4.5.4 Design for any required Interconnection Facilities and/or Upgrades shall be performed under the Facilities Study Agreement. DSO may contract with consultants to perform activities required under the Facilities Study Agreement. Customer and DSO may agree to allow Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by DSO under the provisions of the Facilities Study Agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, then DSO shall make sufficient information available to Customer in accordance with confidentiality and critical infrastructure requirements to permit Customer to obtain an independent design and cost estimate for any necessary Interconnection Facilities.
- 4.5.5 A deposit of the good faith estimated costs for the facilities study may be required from Customer.
- 4.5.6 The scope of and cost responsibilities for the facilities study are described in the attached Facilities Study Agreement.
- 4.5.7 Upon completion of the facilities study, and with the agreement of Customer to pay for Interconnection Facilities and Upgrades identified in the facilities study,

DSO shall provide Customer an executable Interconnection Agreement within five Business Days.

SECTION 5. PROVISIONS THAT APPLY TO ALL INTERCONNECTION REQUESTS

5.1 Reasonable Efforts

DSO shall make reasonable efforts to meet all time frames provided in these procedures unless DSO and Customer agree to a different schedule. If DSO cannot meet a deadline provided herein, then it shall notify Customer, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

5.2 Disputes

- 5.2.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this section and to conduct all negotiations in good faith.
- 5.2.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 5.2.3 If the dispute has not been resolved within five Business Days after receipt of the Notice, then the Parties shall schedule a consultation with executive-level personnel from each Party. If the executive-level consultation does not result in a settlement within 10 additional Business Days, then either Party shall use the mediation procedures provided for in the Kansas Dispute Resolution Act (K.S.A. 5-501, *et seq.*, and the accompanying guidelines issued by the Kansas Supreme Court) for assistance in resolving the dispute; provided, however, that either Party may terminate such mediation procedures if it believes the Parties are at an impasse.
- 5.2.4 Unless otherwise specified in the Kansas Dispute Resolution Act, each Party will be responsible for one-half of any costs paid to neutral third parties.
- 5.2.5 If the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of these procedures; provided, however, that the exercise of such legal rights and remedies can only be brought in a Kansas court of competent jurisdiction and, further, that the Parties waive all rights to a jury trial.
- 5.2.6 Any provision of this section may be modified, amended, or supplemented only upon mutual agreement, in writing, and signed by each Party.

5.3 Interconnection Metering

Any metering necessitated by the use of the Small Generating Facility shall be installed at Customer's expense in accordance with applicable state or local regulatory requirements and DSO's specifications.

5.4 Commissioning

Commissioning tests of Customer's installed equipment shall be performed pursuant to applicable codes and standards.³ DSO shall be given at least five Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

5.5. Confidentiality

5.5.1 Confidential information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of these procedures all design, operating specifications, and metering data provided by Customer shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such.

5.5.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce these procedures. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing the information, except to fulfill obligations under these procedures, or to fulfill legal or regulatory requirements.

5.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

5.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages and may seek other remedies available at law or in equity for breach of this provision.

³ See Attachment 3 for Certification Codes and Standards.

5.6 Comparability

DSO shall receive, process, and analyze all Interconnection Requests in a timely manner as set forth in this document. DSO shall use the same reasonable efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Small Generating Facility is owned or operated by DSO, its subsidiaries or affiliates, or others.

5.7 Record Retention

DSO shall maintain for three years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.

5.8 Interconnection Agreement

After receiving an Interconnection Agreement from DSO, Customer shall have 30 Business Days or another mutually agreeable timeframe to sign and return the Interconnection Agreement. If Customer does not sign the Interconnection Agreement within 30 Business Days or another mutually agreeable timeframe, then the Interconnection Request shall be deemed withdrawn. After the Interconnection Agreement is signed by the Parties, the interconnection of the Small Generating Facility shall proceed under the provisions of the Interconnection Agreement.

5.9 Coordination with Affected Systems

DSO shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include those results (if available) in its applicable interconnection study within the time frame specified in these procedures. DSO shall include such Affected System operators in all meetings held with Customer as required by these procedures. Customer shall cooperate with DSO in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A Transmission Owner which may be an Affected System shall cooperate with DSO with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

5.10 Capacity of the Small Generating Facility

5.10.1 To be eligible for DSO's Net Metering Rider or Parallel Generation Riders, the capacity of the Small Generating Facility shall be appropriately sized to the load of Customer.

- 5.10.1.1 DSO shall determine the load of Customer based upon historical usage information for Customer or other comparable customers when historical information is not available.
- 5.10.1.2 In determining the load of Customer, DSO shall not consider loads that Customer plans to add at a future date.
- 5.10.2 If the Interconnection Request includes a Small Generating Facility and an Energy Storage Resource, then DSO shall evaluate the combined nameplate capacity of both resources unless the Interconnection Facilities include a control system or protective relays that prevent the resources from injecting energy into the Distribution System at the same time or limit the injection to the capacity of the Small Generating Facility and the control system or protective relays are acceptable to DSO.
- 5.10.3 If the Interconnection Request is for an increase in capacity of an existing Small Generating Facility, then the Interconnection Request shall be evaluated based on the new total capacity of the Small Generating Facility.
- 5.10.4 If the Interconnection Request is for a Small Generating Facility that includes multiple energy production devices at a site for which Customer seeks a single Point of Interconnection, then the Interconnection Request shall be evaluated based on the aggregate capacity of the multiple devices.
- 5.10.5 The Interconnection Request shall be evaluated using the maximum rated capacity of the Small Generating Facility.

Glossary of Terms

10 kW Inverter Process – The procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the Section 3 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of terms and conditions. See Attachments 5-8.

Affected System – An electric system other than DSO’s Distribution System that may be affected by the proposed interconnection (e.g., the Transmission System to which DSO’s Distribution System facilities are interconnected).

Application Form – The form used to submit an Interconnection Request (Attachment 6 for the 10 kW Inverter Process and Attachment 2 for all other requests).

Business Day – Monday through Friday, excluding federal holidays.

Distribution System – DSO’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances.

Distribution Upgrades – The additions, modifications, and upgrades to DSO’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and, when applicable, render the transmission service necessary to effect Customer’s wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Electric Cooperative – The public utility that owns, controls, or operates transmission or distribution facilities used to provide electric service within its designated service territory in accordance with applicable tariffs and the SGIP.

Energy Storage Resource – A resource capable of receiving electric energy, storing it for a time, and then delivering it later.

Fast Track Process – The procedure for evaluating an Interconnection Request for a certified Small Generating Facility no larger than 2 MW that includes the Section 3 screens, customer options meeting, and optional supplemental review.

Good Utility Practice – Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Interconnection Agreement – All references to Interconnection Agreement in this procedure refer to the Small Generator Interconnection Agreement (SGIA).

Interconnection Customer / Customer – Any entity, including DSO, the Transmission Owner, or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with DSO's Distribution System.

Interconnection Facilities – DSO's Interconnection Facilities and Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions, or upgrades that are necessary to interconnect the Small Generating Facility physically and electrically to DSO's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Request – Customer's request, in accordance with these Small Generator Interconnection Procedures, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with DSO's Distribution System.

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Network Upgrades – Additions, modifications, and upgrades to an Affected System required to accommodate the interconnection of the Small Generating Facility to DSO's Distribution System. Network Upgrades do not include Interconnection Facilities or Distribution Upgrades. Network Upgrades are likely to involve additions, modifications, and upgrades to the Transmission Facilities of the Transmission Owner to which DSO Distribution System is interconnected.

Party or Parties – DSO, Transmission Owner, Interconnection Customer, or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with DSO's Distribution System.

Queue Position – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by DSO.

Regular Study Process – The procedure for evaluating an Interconnection Request that includes the Section 4 scoping meeting, feasibility study, system impact study, and facilities study.

Small Generating Facility – Customer's device to produce electricity identified in the Interconnection Request but shall not include Customer's Interconnection Facilities.

Transmission Owner – The entity that owns, leases, or otherwise possesses an interest in that portion of the Transmission System to which DSO’s Distribution System is interconnected. A Transmission Owner may be a Party to the Small Generator Interconnection Agreement, to the extent necessary.

Transmission System – The facilities owned, controlled, or operated by the Transmission Owner that are used to provide transmission service.

Upgrades – The required additions and modifications to DSO’s Distribution System or an Affected System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

SMALL GENERATOR INTERCONNECTION REQUEST
(Application Form for all Small Generating Facilities Larger than 10 kW)

Electric Cooperative: _____

Designated Contact Person: _____

Address: _____

Telephone Number: _____

E-Mail Address: _____

An Interconnection Request is considered complete when it provides all applicable and correct information required below. Per SGIP Section 1.4, documentation of site control must be submitted with the Interconnection Request.

Preamble and Instructions:

An Interconnection Customer who requests an interconnection shall submit this Interconnection Request by hand delivery, mail, or e-mail to DSO.

Processing Fee or Deposit:

If the Interconnection Request is submitted under the Fast Track Process, then the non-refundable processing fee is \$500.

If the Interconnection Request is submitted under the Regular Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, then Customer shall submit to DSO a deposit not to exceed \$1,000 towards the cost of the Feasibility Study.

Interconnection Customer Information:

Legal Name of Customer (or, if an individual, individual's name)

Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone: _____

E-Mail Address: _____

Alternative Contact Information (if different from Customer):

Contact Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Application is for: New Small Generating Facility

Capacity addition to existing Small Generating Facility

If capacity addition to existing facility, please describe: _____

Will the Small Generating Facility be used for any of the following?

Net Metering? Yes No

To Supply Power to Customer? Yes No

To Supply Power to Others? Yes No

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide the following:

(Local Electric Service Provider)

(Existing Account Number)

Small Generating Facility Information:

Note: Data applies only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source: Solar Wind Hydro Hydro Type (e.g., Run-of-River): _____
 Diesel Natural Gas Fuel Oil Other (state type): _____

Prime Mover: Fuel Cell Recip Engine Gas Turb Steam Turb
 Microturbine PV Other (state type): _____

Type of Generator: Synchronous Induction Inverter

Generator Nameplate: _____ kW (typical)

Generator Nameplate: _____ kVAR

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

Typical Reactive Load (if known): _____ kW

Maximum Physical Export Capability Requested: _____ kW

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the Prime Mover compatible with the certified protective relay package? ____ Yes ____ No

Generator (or solar collector):

Manufacturer, Model Name & Number: _____

Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____

Nameplate Output Power Rating in kVA: (Summer) _____ (Winter) _____

Rated Power Factor: Leading: _____ Lagging: _____

If applicable, total number of wind generators to be interconnected: _____ Elevation: _____
Single phase: _____ Three phase: _____

Inverter Manufacturer, Model Name & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

Small Generating Facility Characteristic Data (for inverter-based machines):

Max design fault contribution current: _____ Instantaneous or RMS? _____

Harmonics characteristics: _____

Start-up requirements: _____

Small Generating Facility Characteristic Data (for rotating machines):

RPM Frequency: _____

(*) Neutral Grounding Resistor (if applicable): _____

Synchronous Generators:

Direct Axis Synchronous Reactance, X_d : _____ P.U.

Direct Axis Transient Reactance, X'_d : _____ P.U.

Direct Axis Subtransient Reactance, X''_d : _____ P.U.

Negative Sequence Reactance, X_2 : _____ P.U.

Zero Sequence Reactance, X_0 : _____ P.U.

KVA Base: _____

Field Volts: _____

Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____

I_2^2t or K (Heating Time Constant): _____

Rotor Resistance, R_r : _____

Stator Resistance, R_s : _____

Stator Reactance, X_s : _____

Rotor Reactance, X_r : _____

Magnetizing Reactance, X_m : _____

Short Circuit Reactance, X_d'' : _____

Exciting Current: _____

Temperature Rise: _____

Frame Size: _____

Design Letter: _____

Reactive Power Required (No Load): _____ Vars

Reactive Power Required (Full Load): _____ Vars

Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact DSO prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only:

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Interconnection Facilities Information:

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

Will the transformer be provided by Customer? ___ Yes ___ No

Transformer Data (if applicable, for Interconnection Customer-Owned Transformer):

Transformer: ___ Single Phase ___ Three Phase

Transformer Size: _____ kVA
 Transformer Impedance: _____ % on _____ kVA Base

If Three Phase:

Transformer Primary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded
 Transformer Secondary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded
 Transformer Tertiary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Fuse Data (if applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____

Load Rating (Amps): _____ Interrupting Rating (Amps): _____ Trip Speed (Cycles): _____

Interconnection Protective Relays (if applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

	<u>Setpoint Function</u>	<u>Minimum</u>	<u>Maximum</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Mfr: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
 Mfr: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
 Mfr: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
 Mfr: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (if applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Potential Transformer Data (if applicable):

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Checklist of Enclosures:

_____ Electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed professional engineer if the Small Generating Facility is larger than 50 kW.

_____ Site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

_____ Proposed location of protective interface equipment on property (include address if different from Customer's address) _____

_____ Documentation that describes and details the operation of the protection and control schemes.

_____ Schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).

Applicant Signature:

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: _____ Date: _____

Certification Codes and Standards

Certification and interconnection of Customer's facilities with DSO's Distribution System shall be governed by all applicable local, state, and federal statutes and regulations. In addition, Customer's facilities shall be installed in accordance with all applicable provisions of the National Electrical Safety Code (ANSIC2), National Electrical Code (NFPA70), North American Electric Reliability Council (NERC) Standards, American National Standards Institute (ANSI) Standards, Institute of Electrical and Electronics Engineers (IEEE) Standards, or by any applicable statute, rule, order, provision, guide, or code of an organization, council, institute, regulatory or governing body having applicable jurisdiction.

A sample list of such requirements is shown below. This list is not all-inclusive and the entities responsible for these requirements may update them at any time. The current versions shall be applicable.

- IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)
- UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems
- IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems
- NFPA 70 (2002), National Electrical Code
- IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems
- IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers
- IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers
- IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors
- IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits
- IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits
- ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)
- IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms
- NEMA MG 1-1998, Motors and Small Resources, Revision 3
- IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
- NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

Certification of Small Generator Equipment Packages

- 1.0 Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in DSO-SGIP Attachment 3, (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.
- 2.0 Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
- 3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the parties to the interconnection nor follow-up production testing by the NRTL.
- 4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then Customer shall show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.
- 5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL and does not violate the interface components' labeling and listing performed by the NRTL, then no further design review, testing or additional equipment on the customer side of the point of common coupling shall be required to meet the requirements of this interconnection procedure.
- 6.0 An equipment package does not include equipment provided by DSO.
- 7.0 Any equipment package approved and listed in a state by that state's regulatory body for interconnected operation in that state prior to the effective date of these small generator interconnection procedures shall be considered certified under these procedures for use in that state.

**Procedures
for Interconnecting a Certified Inverter-Based Small Generating Facility
no Larger than 10 kW (“10 kW Inverter Process”)**

- 1.0 Customer (“Customer”) completes the Interconnection Request (“Application”) and submits it to DSO.
- 2.0 DSO acknowledges to Customer receipt of Application within three Business Days of receipt.
- 3.0 DSO evaluates Application for completeness and notifies Customer within 10 Business Days of receipt that Application is or is not complete and, if not, advises what material is missing.
- 4.0 DSO verifies that the Small Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process in the Small Generator Interconnection Procedures (SGIP). DSO shall complete this process within 15 Business Days. Unless DSO determines and demonstrates that the Small Generating Facility cannot be interconnected safely and reliably, DSO approves Application and returns it to Customer. Note to Customer: please check with DSO before submitting Application if disconnection equipment is required.
- 5.0 After installation, Customer returns the Certificate of Completion to DSO. Prior to parallel operation, DSO may inspect the Small Generating Facility for compliance with standards, which may include a witness test, and may schedule appropriate metering replacement, if necessary.
- 6.0 DSO notifies Customer in writing that interconnection of the Small Generating Facility is authorized. If the witness test is not satisfactory, then DSO has the right to disconnect the Small Generating Facility. Customer has no right to operate in parallel until a witness test has been performed or previously waived on Application. DSO is obligated to complete this witness test within 10 Business Days of the receipt of the Certificate of Completion. If DSO does not inspect within 10 Business Days or by mutual agreement of the Parties, then the witness test is deemed waived.
- 7.0 Contact Information – Customer shall provide the contact information for the legal applicant (*i.e.*, Customer). If another entity is responsible for interfacing with DSO, then that contact information shall also be provided on Application.
- 8.0 Ownership Information – Enter the legal names of the owner(s) of the Small Generating Facility. Include the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either.
- 9.0 UL1741 Listed – This standard (“Inverters, Converters, and Controllers for Use in Independent Power Systems”) addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This “listing” is then marked on the equipment and supporting documentation.

**Application
for Interconnecting a Certified Inverter-Based Small Generating Facility
no Larger than 10 kW**

This application is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the application may be required. Per SGIP Section 1.4, documentation of site control shall be submitted with the Interconnection Request.

Processing Fee:

A non-refundable processing fee of \$500 is required to accompany this application.

Interconnection Customer:

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-Mail Address: _____

Contact (if different from Interconnection Customer):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-Mail Address: _____

Owner of the Facility (include % ownership by any electric utility): _____

Small Generating Facility Information:

Location (if different from above): _____

Electric Service Company: _____

Account Number: _____

Inverter Manufacturer: _____ Model: _____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Single Phase _____ Three Phase _____

Maximum Physical Export Capability Requested: _____ (kW)

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell Turbine
Other (describe) _____

Energy Source: Solar Wind Hydro Diesel Natural Gas Fuel Oil
Other (describe) _____

Is the equipment UL1741 Listed? Yes ____ No ____

If yes, attach manufacturer's cut-sheet showing UL1741 listing.

Estimated Installation Date: _____ Estimated In-Service Date: _____

Is there a battery connected to the Small Generating Facility? Yes ____ No ____

Note: If a battery is connected to the Small Generating Facility at any point, then Customer shall be ineligible for the Net Metering Rider.

The 10 kW Inverter Process is available only for inverter-based Small Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the SGIP, or DSO has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility no Larger than 10 kW and return the Certificate of Completion when the Small Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

.....
Contingent Approval to Interconnect the Small Generating Facility:
(For Company Use Only)

Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility no Larger than 10 kW and return of the Certificate of Completion.

Company Signature: _____

Title: _____ Date: _____

Application ID number: _____

DSO waives inspection/witness test? Yes ____ No ____

Small Generating Facility Certificate of Completion

Is the Small Generating Facility owner-installed? Yes ____ No ____

Interconnection Customer: _____

Contact Person: _____

Address: _____

Location of the Small Generating Facility (if different from above):

City: _____ State: _____ Zip Code: _____

Telephone: _____

E-Mail Address: _____

Electrician:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

License Number: _____

Date Approval to Install Facility Granted by DSO: _____

Application ID Number: _____

Inspection:

The Small Generating Facility has been installed and inspected in compliance with the local building/electrical code of _____.

The Small Generating Facility requires a rapid shut down test.
Was it performed satisfactorily? ____ Yes ____ No

Signed (local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send a copy of this form along with a copy of the signed electrical permit to the following:

DSO Electric Cooperative
Operations Department
PO Box 286
Solomon, KS 67480

or

Email to interconnect@dsoelectric.com

.....

Approval to Energize the Small Generating Facility:
(For DSO Use Only)

Energizing the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility no Larger than 10 kW.

Signature: _____

Title: _____ Date: _____

**Terms and Conditions
for Interconnecting an Inverter-Based Small Generating Facility
no Larger than 10 kW**

1.0 Construction of the Facility

The customer (“Customer”) may proceed to construct (including operational testing not to exceed two hours) the Small Generating Facility when DSO approves the Interconnection Request (“Application”) and returns it to Customer.

2.0 Interconnection and Operation

Customer may operate Small Generating Facility and interconnect with DSO’s electric system once all the following have occurred:

2.1 Upon completing construction, Customer shall cause the Small Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and

2.2 Customer returns the Certificate of Completion to DSO, and

2.3 DSO has either:

2.3.1 Completed its inspection of the Small Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections shall be conducted by DSO, at its own expense, within 10 Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. DSO shall provide a written statement that the Small Generating Facility has passed inspection or shall notify Customer of what steps it shall take to pass inspection as soon as practicable after the inspection takes place; or

2.3.2 If Company does not schedule an inspection of the Small Generating Facility within 10 business days after receiving the Certificate of Completion, then the witness test is deemed waived (unless the Parties agree otherwise); or

2.3.3 Company waives the right to inspect the Small Generating Facility.

2.4 Company has the right to disconnect the Small Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable ANSI standards.

3.0 Safe Operations and Maintenance

Customer shall be fully responsible to operate, maintain, and repair the Small Generating Facility as required to ensure that it always complies with the interconnection standards to which it has been certified.

4.0 Access

DSO shall always have access to the disconnect switch (if the disconnect switch is required) and metering equipment of the Small Generating Facility. DSO shall provide reasonable notice to Customer when possible prior to using its right of access.

5.0 **Disconnection**

DSO may temporarily disconnect the Small Generating Facility upon the following conditions:

- 5.1 For scheduled outages upon reasonable notice.
- 5.2 For unscheduled outages or emergency conditions.
- 5.3 If the Small Generating Facility does not operate in a manner consistent with these Terms and Conditions.
- 5.4 DSO shall inform Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

6.0 **Indemnification**

The Parties shall at all times indemnify, defend, and save 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 inactions of its obligations under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.0 **Insurance**

The Parties agree to follow all applicable insurance requirements imposed by the state in which the Point of Interconnection is located. All insurance policies shall be maintained with insurers authorized to do business in that state.

8.0 **Limitation of Liability**

Each Party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. Neither Party shall be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under paragraph 6.0.

9.0 **Termination**

The agreement to operate in parallel may be terminated under the following conditions:

9.1 **By Customer**

By providing written notice to DSO.

9.2 **By DSO**

If the Small Generating Facility fails to operate for any consecutive 12-month period or Customer fails to remedy a violation of these Terms and Conditions.

9.3 **Permanent Disconnection**

In the event this agreement is terminated, then DSO shall have the right to disconnect its facilities or direct Customer to disconnect its Small Generating Facility.

9.4 **Survival Rights**

This agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under Agreement.

10.0 **Assignment/Transfer of Ownership of the Facility**

This agreement shall survive the transfer of ownership of the Small Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of this agreement and so notifies DSO.

Feasibility Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ____, by and between _____, a _____ organized and existing under the laws of the state of _____ (“Customer”), and DS&O Electric Cooperative, Inc., a non-profit corporation organized and existing under the laws of the state of Kansas (“DSO”). Customer and DSO each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Customer on _____; and

WHEREAS, Customer desires to interconnect the Small Generating Facility with DSO’s Distribution System; and

WHEREAS, Customer has requested DSO to perform a Feasibility Study to assess the feasibility of interconnecting the proposed Small Generating Facility with DSO’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:

- 1.0 When used in this Agreement, capitalized terms shall have the meaning or meanings indicated or specified in the standard Small Generator Interconnection Procedures.
- 2.0 Customer elects and DSO shall cause to be performed an interconnection Feasibility Study consistent with the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.
- 3.0 The scope of the Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The feasibility study shall be based on the technical information provided by Customer in the Interconnection Request, as may be modified as the result of the scoping meeting. DSO reserves the right to request additional technical information from Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Feasibility Study and as designated in accordance with the standard Small Generator Interconnection Procedures. If Customer modifies its Interconnection Request, then the time to complete the Feasibility Study may be extended by agreement of the Parties.
- 5.0 In performing the study, DSO shall rely, to the extent practicable, on existing studies of recent vintage. Customer shall not be charged for such existing studies; however,

Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the Feasibility Study.

- 6.0 The Feasibility Study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Small Generating Facility as proposed:
 - 6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection,
 - 6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection,
 - 6.3 Initial review of grounding requirements and electric system protection, and
 - 6.4 Description and non-binding estimated cost of facilities required to interconnect the proposed Small Generating Facility and to address the identified short circuit and power flow issues.
- 7.0 The Feasibility Study shall model the impact of the Small Generating Facility regardless of purpose to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if Customer later changes the purpose for which the Small Generating Facility is being installed.
- 8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by Customer and at Customer's cost.
- 9.0 A deposit of the lesser of 50% of good faith estimated feasibility study costs or earnest money of \$1,000 may be required from Customer.
- 10.0 Once the Feasibility Study is completed, a Feasibility Study Report shall be prepared and transmitted to Customer. Barring unusual circumstances, the Feasibility Study must be completed, and the Feasibility Study Report transmitted within 30 Business Days of Customer's agreement to conduct a Feasibility Study.
- 11.0 Any study fees shall be based on DSO's actual costs and will be invoiced to Customer after the study is completed and delivered and will include a summary of professional time.
- 12.0 Customer shall pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, then DSO shall refund such excess within 30 calendar days of the invoice without interest.
- 13.0 Governing Law, Regulatory Authority, and Rules
The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Kansas, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party

expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

14.0 Amendment

The Parties may amend this Agreement by a duly written and executed instrument.

15.0 No Third-Party Beneficiaries

This 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.

16.0 Waiver

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

16.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by Customer shall not constitute a waiver of Customer's legal rights to obtain an interconnection from DSO. Any waiver of this Agreement shall, if requested, be provided in writing.

17.0 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.

18.0 No Partnership

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

19.0 Severability

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

20.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement;

provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

20.1 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; provided, however, that in no event shall DSO be liable for the actions or inactions of Customer or its subcontractors with respect to obligations of Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

20.2 The obligations under this article will not be limited in any way by any limitation of subcontractor’s insurance.

21.0 Reservation of Rights

Either Party may seek to modify this Agreement. If Customer seeks to modify this Agreement, then Customer shall notify DSO and provide a detailed explanation of the proposed modifications to the Agreement and the reason for such proposed changes. DSO shall work to facilitate a mutual agreement between the Parties on modifications to the Agreement. If negotiations reach an impasse, then either Party has the right to use the Dispute Resolution procedures contained in Section 5.2 of the Small Generator Interconnection Process.

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.

For DSO:

For Customer:

Name

Name

Signature

Signature

Title

Title

Assumptions Used in Conducting the Feasibility Study

The Feasibility Study shall be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on _____:

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

- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by Customer. Other assumptions (listed below) are to be provided by Customer and DSO:

System Impact Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ____, by and between _____, a _____ organized and existing under the laws of the state of _____ (“Customer”), and DS&O Electric Cooperative, Inc., a non-profit corporation organized and existing under the laws of the state of Kansas, (“DSO”). Customer and DSO each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Customer on _____; and

WHEREAS, Customer desires to interconnect the Small Generating Facility with DSO’s Distribution System; and

WHEREAS, DSO has completed a feasibility study and provided the results of said study to Customer (this recital may be omitted if the Parties have agreed to forego the feasibility study); and

WHEREAS, Customer has requested DSO to perform a System Impact Study(ies) to assess the impact of interconnecting the Small Generating Facility with DSO’s Distribution System and on any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, capitalized terms shall have the meaning or meanings indicated or specified in the standard Small Generator Interconnection Procedures.
- 2.0 Customer elects and DSO shall cause to be performed a System Impact Study(ies) consistent with these Small Generator Interconnection Procedures.
- 3.0 The scope of a System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 A System Impact Study will be based upon the results of the Feasibility Study if a Feasibility Study is performed, and the technical information provided by Interconnection Customer in the Interconnection Request. DSO reserves the right to request additional technical information from Customer as may reasonably become necessary consistent with Good Utility Practice during the System Impact Study. If Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, then the time to complete the System Impact Study may be extended.

- 5.0 A System Impact Study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. A System Impact Study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A System Impact Study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost responsibility and time to construct.
- 6.0 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 DSO has 20 additional Business Days to complete a System Impact Study requiring review by Affected Systems.
- 7.0 If DSO uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Distribution Upgrades, then the System Impact Study shall consider all generating facilities (and with respect to paragraph 7.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the System Impact Study is commenced:
 - 7.1 Are directly interconnected with DSO's electric system; or
 - 7.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and
 - 7.3 Have a pending higher queued Interconnection Request to interconnect with DSO's electric system.
- 8.0 An Affected System Impact Study, if required, shall be completed and the results transmitted to Customer within 45 Business Days after this Agreement is signed by the Parties, or in accordance with DSO's queuing procedures.
- 9.0 A deposit of the equivalent of the good faith estimated cost of a System Impact Study and one half the good faith estimated cost of an Affected System Impact Study may be required from Customer.
- 10.0 Study fees shall be based on DSO's actual costs and will be invoiced to Customer after the study is completed and delivered and will include a summary of professional time.
- 11.0 Customer shall pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, then DSO shall refund such excess within 30 calendar days of the invoice without interest.

12.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Kansas, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

13.0 Amendment

The Parties may amend this Agreement by a duly written and executed instrument.

14.0 No Third-Party Beneficiaries

This 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.

15.0 Waiver

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

15.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by Customer shall not constitute a waiver of Customer's legal rights to obtain an interconnection from DSO. Any waiver of this Agreement shall, if requested, be provided in writing.

16.0 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.

17.0 No Partnership

This Agreement shall not be interpreted 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.

18.0 Severability

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

19.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

19.1 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; provided, however, that in no event shall DSO be liable for the actions or inactions of Customer or its subcontractors with respect to obligations of Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

19.2 The obligations under this article shall not be limited in any way by any limitation of subcontractor’s insurance.

20.0 Reservation of Rights

Either Party may seek to modify the Agreement. If Customer seeks to modify this Agreement, then Customer shall notify DSO and provide a detailed explanation of the proposed modifications to the Agreement and the reason for such proposed changes. DSO shall work to facilitate a mutual agreement between the Parties on modifications to the Agreement. If negotiations reach an impasse, then either Party has the right to use the Dispute Resolution procedures contained in Section 5.2 of the Small Generator Interconnection Process.

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.

For DSO:

For Customer:

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

**Attachment A to System
Impact Study Agreement**

Assumptions Used in Conducting the System Impact Study

The System Impact Study shall be based upon the results of the feasibility study, if performed, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:

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

- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by Customer. Other assumptions (listed below) are to be provided by Customer and DSO:

Facilities Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ____, by and between _____, a _____ organized and existing under the laws of the state of _____ (“Customer”), and DS&O Electric Cooperative, Inc., a non-profit corporation organized and existing under the laws of the state of Kansas (“DSO”). Customer and DSO each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Customer on _____; and

WHEREAS, Customer desires to interconnect the Small Generating Facility with DSO’s Distribution System; and

WHEREAS, DSO has completed a System Impact Study and provided the results of said study to Customer; and

WHEREAS, Customer has requested DSO to perform a facilities study to specify 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 Small Generating Facility with DSO’s Distribution System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, capitalized terms shall have the meaning(s) indicated or specified in the standard Small Generator Interconnection Procedures.
- 2.0 Customer elects and DSO shall cause to be performed a Facilities Study consistent with the standard Small Generator Interconnection Procedures and in accordance with the Open Access Transmission Tariff.
- 3.0 The scope of the Facilities Study shall be subject to data provided in Attachment A to this Agreement.
- 4.0 The Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement, and construction work (including overheads) needed to implement the conclusions of the System Impact Study(ies). The Facilities Study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of DSO’s Interconnection Facilities and Upgrades necessary to accomplish the

interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.

- 5.0 DSO may propose to group facilities required for more than one Customer to minimize facilities costs through economies of scale, but any Customer may require the installation of facilities required for its own Small Generating Facility if it is willing to pay the costs of those facilities.
- 6.0 A deposit of the good faith estimated facilities study costs may be required from Customer.
- 7.0 In cases where Upgrades are required, the facilities study must be completed within 45 Business Days of the receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the facilities study must be completed within 30 Business Days.
- 8.0 Once the facilities study is completed, a facilities study report shall be prepared and transmitted to Customer. Barring unusual circumstances, the facilities study shall be completed, and the facilities study report transmitted within 30 Business Days of Customer's agreement to conduct a facilities study.
- 9.0 Any study fees shall be based on DSO's actual costs and shall be invoiced to Customer after the study is completed and delivered and shall include a summary of professional time.
- 10.0 Customer shall pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, then DSO shall refund such excess within 30 calendar days of the invoice without interest.
- 11.0 Governing Law, Regulatory Authority, and Rules
The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Kansas, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
- 12.0 Amendment
The Parties may amend this Agreement by a duly written and executed instrument.
- 13.0 No Third-Party Beneficiaries
This 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.

14.0 Waiver

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

14.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by Customer shall not constitute a waiver of Customer's legal rights to obtain an interconnection from DSO. Any waiver of this Agreement shall, if requested, be provided in writing.

15.0 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.

16.0 No Partnership

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

17.0 Severability

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

18.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

18.1 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; provided, however, that in no event shall DSO be liable for the actions or inactions of Customer or its subcontractors with respect to obligations of Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall

be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

18.2 The obligations under this article shall not be limited in any way by any limitation of subcontractor's insurance.

19.0 Reservation of Rights

Either Party may seek to modify the Agreement. If Customer seeks to modify this Agreement, then Customer shall notify DSO and provide a detailed explanation of the proposed modifications to the Agreement and the reason for such proposed changes. DSO shall work to facilitate a mutual agreement between the Parties on modifications to the Agreement. If negotiations reach an impasse, then either Party has the right to use the Dispute Resolution procedures contained in Section 5.2 of the Small Generator Interconnection Process.

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.

For DSO:

For Customer:

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Attachment A to
Facilities Study Agreement

**Data to Be Provided by Customer
with the Facilities Study Agreement**

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

- On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)
- On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing DSO station.

Number of generation connections: _____

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 Small 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, transmission line, and property lines.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to DSO's Distribution System:

Tower number observed in the field (painted on tower leg)*:

Number of third party easements required for transmission lines*:

(*To be completed in coordination with DSO.)

Is the Small Generating Facility located in DSO's service area?

Yes _____ No _____

If No, then please provide name of local provider: _____

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator Step-Up Transformers Date: _____
Receive Back Feed Power

Generation Testing Date: _____

Commercial Operation Date: _____