

2002



NARUC

**The National
Association
of Regulatory
Utility
Commissioners**

Model Distributed Generation Interconnection Procedures and Agreement

July 2002

Funded by the U.S. Department of Energy's
Office of Distributed Energy Resources
through the National Renewable
Energy Laboratory

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Interconnection Procedures

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Reference Symbol

The “light bulb” symbol  indicates a point in the Model Interconnection Procedures where a State will have to make a regulatory decision. In most cases, the reader can refer to the *Model DG Interconnection Procedures: Ranges for State Variables* or to www.nrri.ohiostate.edu/programs/electric/distributedgeneration to further “shed light” on the subject mentioned in the text, based on the procedures and experience of other States.

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- Commissioner Marsha Smith
Idaho PUC & Chair of Electricity Committee
- Commissioner Bob Anderson
Montana PUC & Chair of Energy Resources and Environment Committee
- Commissioner Glen Arthur
Connecticut PUC
- Chairman Michael Dworkin
Vermont PSB
- President Connie Hughes
New Jersey BPU
- Commissioner Camie Swanson-Hull
Indiana URC
- Commissioner Rebecca Klein
Texas PUC
- Commissioner Judith Ripley
Indiana URC

Members of the Staff Working Group and others should also be noted for their hard work in creating such a valuable tool for the States. Members of the Staff Working Group include:

| | |
|-----------------------------------|---------------------------------|
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| Terry Eaton (Texas PUC) | |

INTRODUCTION

Dear Colleagues and Distributed Generation Stakeholders:

Over the last few years, several States -- California, Texas, New York, and Ohio -- have completed distributed generation (DG) interconnection procedures and agreements for small generators after extensive stakeholder processes. Other States have begun to consider how to implement DG. The National Association of Regulatory Utility Commissioners (NARUC) has adopted a number of principles, policies, and resolutions recognizing the importance of DG to the nation's energy systems.

On October 25, 2001, the Federal Energy Regulatory Commission (FERC) initiated an Advance Notice of Proposed Rulemaking (ANOPR) aimed at Standardizing Generator Interconnection Agreements and Procedures (Docket No. RM02-1-000) applicable to interconnections subject to FERC jurisdiction. State commission representatives participating in the ANOPR process realized that this would be an opportune time for the States to develop model interconnection agreements and procedures for small generators to parallel the FERC process.

In an effort to harmonize State approaches to DG interconnection, NARUC passed a resolution in February of 2002 supporting the development of two model documents for voluntary adoption or adaptation by the States:

- DG Interconnection Procedures for States; and
- DG Interconnection Agreement for States

How Were These Documents Developed?

With the support of the U.S. Department of Energy and under the direction of a Commissioner Steering Committee, NARUC established a Staff Working Group composed of State interconnection experts including attorneys, engineers, and other State staff. Although numerous States were represented in the Steering Committee and the Staff Working Group, the core of the working group consisted of State staff from the four States with approved DG procedures. Their experience with DG implementation facilitated preparation of the documents. The working group conducted weekly conference calls and one "face-to-face" meeting in order to create draft model interconnection documents. These documents consist for the most part, of provisions that have been implemented by State commission orders and reflect the "best practices" of existing State procedures and agreements.

Early in this process, the decision was made to defer technical standards issues to existing State technical standards or to the ongoing IEEE process to adopt P1547 for interconnection of distributed generation. The decision was also made to identify policy issues that States would have to decide in implementing DG interconnection procedures and agreements, but not to dictate outcomes to States.

Call for Comments

In June 2002, NARUC released both the draft Interconnection Procedures (IP) and the draft Interconnection Agreement (IA) for broad stakeholder comment. The draft documents were distributed to at least 500 interested parties, including all State commissioners and to the participants in the IEEE P1547 process. Twenty-one sets of comments were received on the draft documents, reflecting a variety of State and industry participant views. The comments were taken under consideration in preparing the final Model DG Interconnection Documents.

The Purpose of These Documents

The documents produced for this DG project are intended to be resources for State commissions and industry stakeholders in their own DG efforts. Our hope is that the Model Interconnection Procedures and Agreement will serve as a catalyst for State DG interconnection proceedings.

Lightbulb symbols have been used in the Procedures document to indicate where a range of choices exists on technical matters. Because of the complexity of these technical issues surrounding DG, an additional document, *Ranges for State Variables*, has been prepared to indicate what each of the four states with DG processes in place has decided with regard to the technical issues raised in the Model Procedures. This is an effort to help States develop their own technical standards based on local interconnection needs and preferences. An additional document – the *Summary, Initial Comments, and Reply Comments*-- has also been included. It categorizes the comments on the Procedures and Agreement documents by topic to help identify the regulatory and technical issues associated with developing DG interconnection.

As a part of this project, the National Regulatory Research Institute (NRRI) has developed a website with reference materials upon relevant to DG programs (www.nrri.ohio-state.edu/programs/electric/distributedgeneration). This website contains all of the documents produced by this project, as well as the procedures and agreements approved and implemented in California, Texas, New York, and Ohio, the full text of all comments filed on the documents, the responses of State commissions to NRRI's survey of the status of DG processes, and links to current State DG proceedings. In addition to the documents in this package, NARUC is requesting that NRRI prepare a subsequent document that will outline policy issues and discuss those decision points related to State implementation of distributed generation interconnection to further aid States in beginning their DG processes.

How Can States Use These Documents?

None of these documents represent “preferences” regarding the “technical and policy” issues that States have to make. Instead, they are intended to provide information that readers and users of the products can use to understand the issues and the relative merits as if they had been participants. This will be especially useful to commissioners and staff at the beginning of proceedings in their own jurisdictions.

These documents and the information on the NRRI website can be a platform from which to begin workshops, collaboratives, exchanges of technical papers, formal proceedings, or any other type of forums deemed appropriate for considering and implementing DG processes. The hope of the Steering Committee and the Staff Working Group is that these documents and the accompanying website material we have assembled will prove to be valuable tools to all participants in State DG processes.

Respectfully submitted,

Bob Anderson
Co-Chair, Steering Committee
Chair, NARUC Committee on Energy Resources and the Environment

Marsha H. Smith
Co-Chair Steering Committee
Chair, NARUC Committee on Electricity


Model Distributed Generation

Interconnection Procedures and Agreement


I. Model Interconnection Procedures


Model Distribution Interconnection Procedures


Background: Generic Interconnection Procedures

These generic Model Procedures for Interconnection of Distributed Generation equipment (“Model Procedures”) to a distribution-level electric power system are intended for consideration, adoption, or adaptation by State regulatory commissions, their counterparts in local units of government, or by rural electric cooperative organizations. Regulatory orders, resolutions, rules, ordinances, or local laws required for the adoption or adaptation of these model procedures and agreements will be left to the organizations seeking to use them. For that reason, no attempt is made to identify or recommend policy for such issues as price, cost responsibility for fees, studies or construction, rate or tax treatment, preference for generation type or size, or jurisdictional scope which are subject to local conditions and/or regulatory determination. ¹

I. Scope and Purpose



 The Model Procedures are designed to implement State distributed generation policy² that call for uniform interconnection standards that are not unduly burdensome or expensive, ensuring safety and system reliability. The Model Procedures define the terms and conditions governing the interconnection and parallel operation of a Customer’s distributed generation (“DG”) with a utility company’s (“Company”) electric distribution system. The Model Procedures also describe the process and the information required to allow a Company to review the Customers’ DG for interconnection in a reasonable and expeditious manner. The Model Procedures provide a framework for processing Customer’s applications to:

-  Interconnect new DG facilities with a nameplate rating of ___³ or less (aggregated on the customer side of the Point Of Common Coupling) connected in parallel to non-network radial distribution; or
- Review any system impact or facility studies and/or Company construction required to interconnect new DG larger than the State commission-approved threshold, or to interconnect the DG to large urban secondary network distribution facilities in the Company system, or where the interconnection of the DG could create a significant impact on the system’s circuit duty, fault detection sensitivity and protection device coordination schemes.

¹  The “light bulb” symbol indicates a point in the Model Interconnection Procedures where a State will have to make a regulatory decision. In most cases, the reader can refer to the *Model DG Interconnection Procedures: Ranges for State Variables* to further “shed light” on the subject mentioned in the text, based on the procedures and experience of other States.

² Based on State or local law, State regulatory commission rules or orders, or similar initiative.

³ Each State will make its own decision regarding size of the nameplate threshold. In some States the threshold may be as low as 300 KVA, while other States’ thresholds may be as high as 10 MW.

- **Eligibility** – Only DG designed to operate, or operating, in parallel with the Company’s electrical system is subject to these procedures.  The Company must provide the Customer with the technical interconnection requirements adopted for use by the State regulatory commission.⁴
- **Timelines** - The time required to complete the application process may be affected by the complexity of the proposed DG and the location of the proposed installation site. Projects using pre-certified equipment may be expedited by a “fast track” through the application process. Customers submitting pre-certified equipment, however, are not exempt from providing the Company with complete application packages necessary for review by the Company.
- **Company Responsibilities** - The application process and services must be offered on a non-discriminatory basis. The Company must clearly identify its costs related to the Customers’ interconnections, specifically those costs the Company would not have incurred but for the Customers’ interconnections.  Authorization of Company fees as well as rate treatment or allocation of Company costs for rate making purposes is left to the discretion of the State regulatory commission. The Companies will keep a log of all Customers’ applications, milestones met, and justifications for application-specific requirements.

II. Definitions

The meaning of the terms used in the Model Procedures shall be defined by the definitions found in Exhibit B: Glossary of Terms, appended to the Model Procedures.

III. Interconnection Review Process

Pre-application Communication

In a pre-application communication to share information and discuss potential issues, the Company will provide the Customer with all relevant applications forms, documents, and technical requirements for interconnection of DG. The Company will establish a single point of contact for the Customer to coordinate all matters relating to DG interconnection.

⁴ Certain States have developed and prescribed their own State technical requirements that also may include standards for pre-certification of certain equipment prior to installation. National safety and performance standards are established by the National Electrical Code and the Underwriters Laboratories. NARUC’s ‘Resolution Encouraging State Commissions to Adopt Full and Open Access Rules for Distributed Generation Technologies and to Remove Regulatory Barriers and Promote “Best Practices” that Encourage Economic Deployment of Distributed Generation Technologies’ recommends that State commissions and legislatures should adopt and implement national interconnection standards developed and approved by appropriate technical standards organizations such as the Institute of Electrical and Electronics Engineers, Inc. (“IEEE”) and Underwriters Laboratories. Adopted by the NARUC Board of Directors, July 26, 2000.

Figure

INTERCONNECTION REVIEW PROCESS

Fast-track Review Process:

Standard Review Process:

Step 1.

Completed Application Provided.

Step 2.

Yes

Is the Point of Common Coupling on a Network Secondary System?

Yes

No

Is the DG Capacity less than or equal to __kW (and, if applicable, Pre-certified)?

No

Yes

Is the Aggregate DG Export Capacity less than 15% of the Line Section Peak Load?

No

Yes

Is Company Construction Required?

Yes

Step 3.

No

DG Qualifies for Interconnection Agreement

DG Qualifies for Interconnection Agreement with Payment Arrangements and Construction Terms

Yes

Perform System Impact and Facility Study as Required

Is Company Construction Required?

No

DG Requires Interconnection Agreement with Payment Arrangements and Construction Terms

DG Requires Notification and Estimated Date for Interconnection

Step 4. Construction


Step 5. Connection, Testing, and Operation

The interconnection review process for interconnection of DG to the electric distribution system involves the following steps (see *Figure*, above):

Step 1: Completed Application Provided.


A Customer seeking to physically connect DG to the Company's distribution system shall file a completed Interconnection Application.


Step 2: Company Review of the Application.

 Within 10 business days (or a timeframe as prescribed by the State regulatory commission) of receiving an application, the Company shall acknowledge its receipt in writing and inform the Customer whether the application is complete. If the Company indicates that the application is incomplete, it shall specify the information needed to complete the application.

A completed application will be subject to one of two types of review:

- **Fast-track Review Process** – An application qualifies for Fast-track Review if the DG is pre-certified or is a small, low-impact DG project meeting the technical requirements as adopted by the State regulatory commission for interconnection to a radial distribution feeder. 


If the completed application provided by the Customer qualifies for Fast-track Review, the Company must complete its review of the application, and provide the Customer with a written description of the interconnection requirements for the project, as well as an Interconnection Agreement signed by the Company within four weeks (or the “fast track” timeframe prescribed by the State regulatory commission). 

 Factors that will qualify or disqualify a DG project for Fast-track processing may include the following, as prescribed by the State regulatory commission:

- Is the Point of Common Coupling on a Network Secondary Distribution System?
- Is the DG capacity less than or equal to the State’s size requirement or, if applicable, pre-certified?
- Is the aggregate DG export capacity less than 15% of the line section peak load?⁵
- Is Company construction required?


⁵ “Aggregate DG export capacity” is defined as the aggregate of all the DG units installed on a given line section, including the Customer’s new proposed unit.

- **Standard Review Process** – An application that does not qualify for Fast-track review will undergo a Standard Review. For example, DG that is not pre-certified may require a short circuit analysis as well as a line configuration screening to ensure that the DG will operate safely in parallel with the Company’s system. Larger DG can have significant impacts on the Company’s system. This is the reason that a comparison of the DG size to the load on the Company’s system is important. In a Standard Review, the Company will conduct a system impact study and, if required, a facility study.

 The study must be completed by the Company in ____weeks for a radial connection, and ___weeks for a network interconnection. Written results of the study must be presented to the Customer, detailing the findings and including a good-faith, detailed estimate of interconnection costs and capital upgrades required to the Company’s system, if any.⁶

Companies must make reasonable efforts to accommodate DG projects, however, a Company can reject a DG project if it can demonstrate valid technical or safety reasons for denying the interconnection, but the Company must make good-faith efforts to resolve the issue with the Customer.

For a Standard Review, the Customer is required to submit a detailed interconnection design package. The Customer shall provide to the Company:

- Electrical schematic drawing(s) reflecting the complete DG interconnection design.  (Some States require drawings to be signed by a licensed professional engineer or a licensed electrician.)
- A complete listing of all devices used at the Point of Common Coupling. A set of specifications for this equipment proposed for installation shall be provided upon request from the Company.

The Company will:

- Conduct a review of the design package to ensure that the plans/design satisfy the minimum requirements for a safe and reliable interconnection and meet the technical requirements for interconnection;
- Upon completion of the review, notify the Customer of the Company’s final acceptance of the Customer’s design or an explanation of the technical requirements the design fails to meet. In addition, this notice will include any

⁶ Regulatory verification of costs, cost allocation and cost responsibility as well as the setting of minimum or maximum deadlines for fast-track review and standard review studies will be determined by State regulatory commission policy.

site-specific test requirements applicable to interconnection equipment to be installed.

If the Company's review indicates that the project will require construction on or system upgrades of the Company's distribution system, the Company shall provide the Customer an estimate of the construction schedule and the Customer's cost for the construction or upgrades.

Step 3: Interconnection Agreement.

Once the application has been approved, the Customer will execute the standardized Interconnection Agreement. If the project requires any construction by the Company, the agreement shall include a schedule for that construction.

Step 4: Project Construction.

The Customer will build and install the interconnection equipment and DG in accordance with the Company-accepted design.


The Company will commence construction/installation of any modifications required to its system and associated metering equipment identified in connection with its review of the application. Company system modifications will vary in construction time depending on the extent of work and equipment required. The schedule for this work shall be mutually agreed upon by the Parties and included in an appendix to the Interconnection Agreement.

Step 5: Connection, Testing and Operation.


Prior to operation, the DG and associated interconnection equipment shall be tested in accordance with procedures accepted by the State regulatory commission. If required, the Customer shall provide a written testing plan to the Company for review and acceptance. The testing shall include any Verification Testing procedure(s) provided by the manufacturer of the interconnection equipment. This testing plan will be designed to verify compliance of the DG and related interconnection equipment with the Customer's Company-accepted drawings. The final testing will be performed in accordance with applicable procedures and any site-specific requirements identified by the Company in its review of the application.

The final testing will be conducted at a mutually agreeable time, and the Company shall be given the opportunity to witness the tests. Prior to final testing, the Customer shall verify that the DG has been assembled and is in working order to the fullest extent possible (short of generating power while interconnected to the Company system).


The Customer's DG will be allowed to commence parallel operation upon satisfactory completion of the required tests. In addition, the Customer must have complied with and must continue to comply with all applicable contractual and technical requirements.

 The Company will review the results of its on-site verification and within __days⁷ after interconnection issue a formal letter of acceptance for interconnection to the Customer. At this time, the Company will also reconcile its actual costs related to the Customer's DG interconnection. The Customer will receive either a bill for any balance due or a reimbursement for overpayment of any Customer deposit as determined by the Company's reconciliation, in accordance with cost responsibility policy determined by the State regulatory commission.

IV. Dispute Resolution Procedures.

 Each State regulatory commission should determine for itself how to handle disputes that arise at any step in this process. Misunderstandings or disputes during the interconnection review process may require varying forms of resolution to ensure that both the Company and the Customer are planning and implementing interconnection of distributed generation resources in good faith. Most State regulatory commissions have complaint procedures in place that may range from an informal process involving resolution by Commission Staff or a consumer advocate contact with the Company to more formal procedures and hearings that may be appropriate for this process. A State regulatory commission's rules may also allow for actual formal mediation efforts, where necessary.

V. Pre-certification Testing.

 Each State regulatory commission should determine for itself how it will adopt pre-certification standards for specific DG technologies so as to enable these technologies to take advantage of the fast-track review process. A number of States have already developed such procedures.

⁷ Deadlines for on-site verification and formal letters of acceptance are to be determined by State regulatory commission policy.

VI. Technical Requirements.



States that have adopted DG Interconnection Procedures also have adopted detailed technical requirements. To enhance certainty and clarity to the interconnection review process, as well as safety and reliability both to the Customer and to the Company's electric distribution system, each State regulatory commission should consider addressing such technical issues as prevention of power quality problems; disconnect switches; minimum power factor requirements; and metering, monitoring and telemetry requirements, including use of dedicated transformers.

Summary and Description of Interconnection as found in the

**STANDARDIZED APPLICATION FOR SINGLE PHASE ATTACHMENT OF
PARALLEL GENERATION EQUIPMENT  kW OR SMALLER TO THE
ELECTRIC SYSTEM OF**

Company: _____

DG Identification Number: (Assigned by the Company)

Customer:

Name: _____ Phone: (____) _____

Address: _____ Municipality: _____

Customer's Electric Service Account Number: (Assigned by the Company)

**Name and Address of the Customer as it appears on the Customer's electric bill
from the Company:**

Name: _____ Phone: (____) _____

Address: _____ Municipality: _____

Consulting Engineer or Contractor:

Name: _____ Phone: (____) _____

Address: _____

Estimated In-Service Date: _____

Existing Electric Service:

Capacity: _____ Amperes Voltage: _____ Volts

Service Character: ()Single Phase ()Three Phase

Location of Protective Interface Equipment on Property:

(include address if different from customer address)

Energy Producing Equipment/Inverter Information:

Manufacturer: _____

Model No. _____ Version No. _____

()Synchronous ()Induction ()Inverter ()Other _____

Rating: _____ kW Rating: _____ kVA

Interconnection Voltage: _____ Volts

DG System Type Tested (Total System): ()Yes ()No; attach product literature
Equipment Type Tested (i.e. Inverter, Protection System):
()Yes ()No; attach product literature
One Line Diagram attached: ()Yes
Installation Test Plan attached: ()Yes

Signature:

CUSTOMER SIGNATURE:

TITLE:

DATE:

-----,-----

Summary and Description of Interconnection as found in the

**STANDARDIZED APPLICATION FOR ATTACHMENT OF PARALLEL
GENERATION EQUIPMENT  kW OR SMALLER TO THE ELECTRIC
SYSTEM OF**

Company: _____

DG Identification Number: (Assigned by the Company)

Customer:

Name: _____ Phone: (____) _____

Address: _____ Municipality: _____

Customer's Electric Service Account Number: (Assigned by the Company)

**Name and Address of the Customer as it appears on the Customer's electric bill
from the Company:**

Name: _____ Phone: (____) _____

Address: _____ Municipality: _____

Consulting Engineer or Contractor:

Name: _____ Phone: (____) _____

Address: _____

Estimated In-Service Date: _____

Existing Electric Service:

Capacity: _____ Amperes Voltage: _____ Volts

Service Character: () Single Phase () Three Phase

Secondary 3 Phase Transformer Connection () Wye () Delta

Location of Protective Interface Equipment on Property:

(include address if different from customer address)

Energy Producing Equipment/Inverter Information:

Manufacturer: _____

Model No. _____ Version No. _____

() Synchronous () Induction () Inverter () Other _____

Rating: _____ kW Rating: _____ kVA

Rated Output: VA Rated Voltage: Volts
Rate Frequency: Hertz Rated Speed: RPM
Efficiency: % Power Factor: %
Rated Current: Amps Locked Rotor Current: Amps
Synchronous Speed: RPM Winding Connection:
Min. Operating Freq./Time:
Generator Connection: ()Delta ()Wye ()Wye Grounded
System Type Tested (Total System): ()Yes ()No; attach product literature
Equipment Type Tested (i.e. Inverter, Protection System):
()Yes ()No; attach product literature
[Detailed] Diagram attached: ()Yes
Installation Test Plan attached: ()Yes

For Synchronous Machines:

Submit copies of the Saturation Curve and the Vee Curve
()Salient ()Non-Salient
Torque: _____lb-ft Rated RPM: _____
Field Amperes: _____ at rated generator voltage and current
and _____% PF over-excited
Type of Exciter: _____
Output Power of Exciter: _____
Type of Voltage Regulator: _____
Direct-axis Synchronous Reactance (Xd) _____ohms
Direct-axis Transient Reactance (X'd) _____ohms
Direct-axis Sub-transient Reactance (X''d) _____ohms

For Induction Machines:

Rotor Resistance (Rr)_____ohms Exciting Current _____Amps
Rotor Reactance (Xr)_____ohms Reactive Power Required:
Magnetizing Reactance (Xm)_____ohms ___VARs (No Load)
Stator Resistance (Rs)_____ohms ___VARs (Full Load)
Stator Reactance (Xs)_____ohms
Short Circuit Reactance (X''d)_____ohms Phases:
Frame Size: _____ Design Letter: _____ ()Single
Temp. Rise: _____OC. ()Three-Phase

For Inverters:

Manufacturer: Model:
Type: ()Forced Commutated ()Line Commutated
Rated Output: Amps Volts
Efficiency: %

Signature:

CUSTOMER SIGNATURE:

TITLE:

DATE:

-----,

Glossary of Terms and Technical References

Automatic Disconnect Device: An electronic or mechanical switch used to isolate a circuit or piece of equipment from a source of power without the need for human intervention.

Dedicated Service Transformer or Dedicated Transformer: A transformer with a secondary winding that serves only one customer.

Delivery Service: The services the Company may provide to deliver capacity or energy generated by Customer to a buyer to a delivery point(s), including related ancillary services.

Disconnect (verb): To isolate a circuit or equipment from a source of power. If isolation is accomplished with a solid-state device; "Disconnect" shall mean to cease the transfer of power.

Disconnect Switch: A mechanical device used for isolating a circuit or equipment from a source of power.

Distributed Generation Equipment: Includes any on-site distributed generation facilities, self-generators, small electric generation facilities and electric customer-generators.

Islanding: A condition in which a portion of the Company system that contains both load and distributed generation is isolated from the remainder of the Company system. [Adopted from IEEE].

Point of Common Coupling (PCC): The point at which the interconnection between the electric Company and the customer interface occurs. Typically, this is the customer side of the Company revenue meter. [Adopted from IEEE 929-2000.]

Pre-certified, Pre-certification: A specific generating and protective equipment system or systems that have been certified and documented as meeting applicable test requirements and standards relating to safety and reliability by a nationally recognized testing laboratory or, in the absence of such test requirements and standards, by tests and standards approved by the State regulatory commission.

Radial Feeder: A distribution line that branches out from a substation and is normally not connected to another substation or another circuit sharing the common supply.

Short Circuit Contribution: The result of dividing the maximum short circuit contribution of the distributed generator(s) by the short circuit contribution available from the Company system without distributed generator(s), converted to a percentage.

System Impact Study: Any studies performed by utilities or a designated third party to ensure that the safety and reliability of the electric grid with respect to the interconnection of distributed generation as discussed in this document.

Type Test: A test performed or witnessed once by a qualified independent testing laboratory for a specific protection package or device to determine whether the equipment can be certified.

Company Grade Relay: A relay that is constructed to comply with, as a minimum, the most current version of the industry standards for non-nuclear Company facilities:

Verification Test: A test performed upon initial installation and repeated periodically to determine that there is continued acceptable performance.

Technical References:

IEEE C37.90.1: IEEE Standard Surge Withstand Capability (SEC) Tests for Protective Relays and Relay Systems

IEEE C62.41: Recommended Practices on Surge Voltages in Low Voltage AC Power Circuits

IEEE 62.45: IEEE Guide on Surge Testing for Equipment Connected to Low-Voltage AC Power Circuits


IEEE 519: Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

IEEE 929: IEEE Recommended Practice for Company Interface of Photovoltaic (PV) Systems

IEEE P1547: Standard for Interconnecting Distributed Resources with Electric Power Systems (proposed)

UL 1741: Inverters, Converters, and Controllers for Use in Independent Power Systems

NESC: The National Electric Safety Code provides the foundation by which utilities install electric power systems to meet safety guidelines. Many States require the utilities to comply with the NESC and other States have their own version of the NESC.

NEC: The National Electric Code establishes the safety standard for non-Company electrical systems. Many States and localities have their own variation of the NEC. 

Model Distributed Generation
Interconnection Procedures and Agreement

**II. AGREEMENT FOR
INTERCONNECTION AND
PARALLEL OPERATION OF
DISTRIBUTED GENERATION**

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

This Interconnection Agreement (“Agreement”) is made and entered into this _____ day of _____, 20__, by _____ (“Company”), and _____ (“Customer”) each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties”.

Customer Information:

Name: _____

Address: _____

Telephone: _____

Company Information:

Name: _____

Address: _____

Telephone: _____

DG Application No. _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1.0 Scope and Purpose of Agreement:

This Agreement describes *only* the conditions under which the Company and the Customer agree that the distributed generating facility or facilities (“DG”) described in Exhibit A may be interconnected to and operated in parallel with the utility company’s system. Other services that the Customer may require from the Company will be covered under separate agreements. The technical terms used in this agreement are defined in Exhibit B.

The following exhibits are specifically incorporated into and made a part of this Agreement:

Exhibit A: Summary and Description of Interconnection

Exhibit B: Technical Definitions

2.0 Summary and Description of Customer's Distributed Generation Equipment/Facility to be Included in Exhibit A:

A description of the Generating Facility, including a summary of its significant components and a diagram showing the general arrangement of Customer's DG and loads that are interconnected with Company's electric distribution system, is attached to and made a part of this Agreement as Exhibit A.

2.1 DG identification number: _____ (Assigned by the Company)

2.2 Company's customer electric service account number: _____ (Assigned by Company)

2.4 Customer's name and address as it appears on the Customer's electric service bill from the Company:

2.5 Capacity of the DG is: _____ kW.

2.6 The expected annual energy production of the DG is _____ kWh.

2.7 For the purpose of identifying eligibility of the Customer's DG for consideration under the federal Public Utility Regulatory Practices Act of 1978 ("PURPA"), and amendments, the Customer hereby declares that the DG does/ does not meet the requirements for "Cogeneration" as such term is used under applicable State rules or laws.

2.8 The DG's expected date of Initial Operation is _____.

The expected date of Initial Operation shall be within two years of the date of this Agreement.

3.0 Responsibilities of Distribution Company and Interconnection Service Customer

Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities which it now or hereafter may own or lease unless otherwise specified in Exhibit A. Maintenance of Customer's DG and interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule.

The Parties agree to cause their facilities or systems to be constructed in accordance with specifications provided by the National Electrical Safety Code, the National Electric Code, and as approved by the American National Standards Institute, and interconnected in accordance with Institute of Electrical and Electronics Engineers standards where applicable.

Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point Of Common Coupling. The Company or the Customer, as appropriate, shall provide interconnection facilities that adequately protect the Company's distribution system, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of the interconnection Facilities shall be made part of this agreement as Exhibit C.

4.0 Prior Authorization

For the mutual protection of the Customer and the Company, the connections between the Company's service wires and the Customer's service entrance conductors shall not be energized without prior authorization of the Company, which authorization shall not be unreasonably withheld.

5.0 Warranty Is Neither Expressed Nor Implied

Neither by inspection, if any, or non-rejection, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties, including without limitation the DG and any structures, equipment, wires, appliances or devices appurtenant thereto.

6.0 Liability Provisions

6.1 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. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

6.2 Indemnification

a. Notwithstanding Paragraph 6.1 of this Agreement, the Company shall assume all liability for and shall indemnify the Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the Company's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that the Company shall have no obligation to indemnify the Customer for claims brought by claimants who cannot recover directly from the Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) the Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of the Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall the Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production.

The Company does not assume liability for any costs for damages arising from the disruption of the business of the Customer or for the Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

b. Notwithstanding Paragraph 6.1 of this Agreement, the Customer shall assume all liability for and shall indemnify the Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the Customer's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that the Customer shall have no obligation to indemnify the Company for claims brought by claimants who cannot recover directly from the Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) the Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of the Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall the Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting

or defending an action or claim against the Customer. This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

6.3 Force Majeure

If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible.

7.0 Insurance

The Customer is not required to provide general liability insurance coverage as part of this Agreement, or any other Company requirement. Due to the risk of incurring damages, the [State regulatory commission] may recommend that every distributed generation Customer protect itself with insurance or other suitable financial instrument

sufficient to meet its construction, operating and liability responsibilities pursuant to this Agreement. At no time shall the Company require that the Customer negotiate any policy or renewal of any policy covering any liability through a particular insurance company, agent, solicitor, or broker.

8.0 Effect

The inability of the Company to require the Customer to provide general liability insurance coverage for operation of the DG is not a waiver of any rights the Company may have to pursue remedies at law against the Customer to recover damages.

9.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

10.0 Notices

Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to Customer: Customer Name

Attention: _____

Phone: () _____

FAX: () _____

If to Company: Company Name

Address: _____

City: _____

Phone: () _____

FAX: () _____

10.1 Notices

A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 10.0.

10.2 Communications

The Parties may also designate operating representatives to conduct the daily communications which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other in accordance with Section 10.0.

11.0 Right of Access, Equipment Installation, Removal and Inspection

Upon reasonable notice, the Company may send a qualified person to the premises of the Customer at or immediately before the time the DG first produces energy to inspect the interconnection, and observe the DG's commissioning (including any required testing), startup, and operation for a period of up to no more than three days after initial start-up of the unit. In addition, the customer shall notify the company at least seven days prior to

conducting any on-site Verification Testing of the DG.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

12.0 Disconnection of Unit

Customer retains the option to temporarily disconnect from Company's Company system at any time. Such temporary disconnection shall not be a termination of the Agreement unless Customer exercises its termination rights under Section 13.0.

Subject to Commission Rule, for routine maintenance and repairs on Company's Company system, Company shall provide Customer with seven days' notice of service interruption. The Company shall have the right to disconnect service to Customer without notice to eliminate conditions that constitute a potential hazard to Company personnel or the general public. The Company shall notify the Customer of the emergency as soon as circumstances permit.

The Company may disconnect the DG, after notice to the Customer has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if the DG adversely affects the quality of service of adjoining customers.

If, after the DG has been commissioned, the operations of the Company are adversely affecting the performance of the DG or the Customer's premises, the Company shall immediately take appropriate action to eliminate the adverse effect. If the Company determines that it needs to upgrade or reconfigure its system the Customer will not be responsible for the cost of new or additional equipment on the Company's side of the Point Of Common Coupling between the Customer and the Company.

13.0 Effective Term and Termination Rights

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the Customer to generate energy from the Facility in parallel with the Company's system by the later of two years from the date of this agreement or twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute concerning interconnection and parallel operation of the DG, unless the Customer's installation is exempted from the change or the Customer complies with the change in a timely manner. Nothing in this provision shall limit the ability of the Company to disconnect the Customer without providing notice as specified herein if necessary to address a hazardous condition.

Upon termination of this Agreement the DG will be disconnected from the Company's electric system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

14.0 Governing [Law/Regulatory Authority]

This Agreement was executed in the State of [name of State] and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof.

This Agreement is subject to, and the parties' obligations hereunder include, maintaining and operating in full compliance with all valid, applicable federal, State, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

15.0 Assignments

15.1 Assignment to Corporate Party

At any time during the term, the Customer may assign this Agreement to a corporation or other entity with limited liability, provided that the Customer obtains the consent of the Company. Such consent will not be withheld unless the Company can demonstrate that the corporate entity is not reasonably capable of performing the obligations of the assigning Customer under this Agreement.

15.2 Assignment to Individuals

At any time during the term, a Customer may assign this Agreement to another person, other than a corporation or other entity with limited liability, provided that the assignee is the owner, lessee, or is otherwise responsible for the DG.

16.0 Confidentiality

[Provisions to be worked out between the Parties.]

17.0 Dispute Resolution

Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner, consistent with applicable State regulatory commission rules regarding resolution of disputes.

18.0 Amendment and Notification

This Agreement can only be amended or modified by a writing signed by both Parties.

19.0 Entire Agreement

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements or understandings, whether verbal or written. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

20.0 Non-Waiver

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. 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 to waive the obligations, rights, or duties imposed on the Parties.

21.0 No Third Party Beneficiaries

This agreement is not intended to and does not create rights, remedies, 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 Parties, their successors in the interest and, where permitted, their assigns.

22.0 Signatures

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

[COMPANY NAME]

[CUSTOMER NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

[ATTACH CUSTOMER'S COMPLETED APPLICATION HERE]

Definitions for Terminology Used in the Agreement

- **Company** - An electric Company operating a distribution system.
- **Customer** – Any entity interconnected to the Utility Company system for the purpose of receiving [or exporting] electric power from [or to] the Utility Company system.
- **Distributed Generation (“DG”)** – An electrical generating installation consisting of one or more on-site generating units. The total capacity of the aggregated generating units to be interconnected at any Point Of Common Coupling under this Agreement shall not exceed _____ kilowatts/[megawatts].
- **Force Majeure Event** - For purposes of this Agreement, a "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage.
- **Indemnification** – Protection against or being kept free from loss or damage.
- **Interconnection** – The physical connection of distributed generation to the Company system in accordance with the requirements of this Agreement so that parallel operation can occur.
- **Interconnection Agreement (“Agreement”)** – The standard form of agreement, which has been approved by the [State Regulatory Commission]. The Agreement sets forth the contractual conditions under which the Company and the Customer agree that DG may be interconnected with the Company’s system.
- **On-site Generating Units (or Distributed Generation)** – For purposes of this Agreement, an electrical generating facility located on the customer’s premises, generally on the customer’s side of the point of delivery, which may be connected in parallel operation with the Company system.
- **Standardized Application** – The standard application for interconnection and parallel operation with the Company system, approved by the [State regulatory commission].
- **Company System** – A Company’s distribution system to which the distributed generation equipment is interconnected.


**Allocation of Responsibility for the Design, Installation, Operation, Maintenance
and Ownership of the Interconnection Facilities**

[NOTE: There can be significant State policy issues involved in the allocation of responsibilities that may vary from State to State. Exhibit C will allow each State to adopt its policy preferences on these issues.]


Model Distributed Generation Interconnection Procedures and Agreement

III. Ranges for State Variables


Reference Symbol

The “light bulb” symbol  indicates a point in the Model Interconnection Procedures where a State will have to make a regulatory decision. In most cases, the reader can refer to the www.nrri.ohiostate.edu/programs/electric/distributedgeneration to further “shed light” on the subject mentioned in the text, based on the procedures and experience of other States.


Policy Light Bulbs

 **Cost Responsibility for Fees** -- Authorization of Company fees as well as rate treatment or allocation of Company costs for ratemaking purposes is left to the discretion of the State regulatory commission.


- State specific (see example below):
- CA- \$800 initial review fee covers screening for simplified interconnection; \$600 additional if supplemental review required; fees are negotiated for more complex interconnection studies; as of this writing (June 2002), all interconnection fees are waived for net-metered systems

 **Time Frame for Company Review** -- Within 10 business days (or a timeframe as prescribed by the State regulatory commission) of receiving an application as well as any deposit if required, the Company shall acknowledge its receipt in writing and inform the Customer whether the application is complete.


- CA – 10 business days for initial, 20 business days for supplemental review
- NY – 5 days
- OH – 3 days acknowledge receipt, 10 days total
- TX – n/a

 **Time Frame for Fast Track** -- If the completed application provided by the Customer qualifies for Fast-track Review, the Company must complete its review of the application, and provide the Customer with a written description of the interconnection requirements for the project, as well as an Interconnection Agreement signed by the Company within four weeks (or the “fast track” timeframe prescribed by the State regulatory commission).


- CA – 10 days (implied but not explicitly stated)
- NY – 10 days
- OH – 4 weeks to approval of the Application
- TX – 4 weeks to approval of the Application (a more compressed schedule is possible)

 **Study Time frame for Radial/Network Review** -- The study must be completed by the Company in ___ weeks for a radial connection, and ___ weeks for a network interconnection.


- CA – 20 days for supplemental review; schedule to be negotiated if network interconnection is required
- NY – 4 weeks, N/A for networks
- OH – negotiated w/ utility, supplemental review can be included within 4-week Fast-track timeline
- TX – 4 weeks, 6 weeks for network

 **State Requirements for Electrical Schematic Drawings** -- Electrical schematic drawing(s) reflecting the complete DG interconnection design. (Some states require drawings to be signed by a licensed professional engineer or a licensed electrician.)

- CA – drawing or diagram required; certification not required
- NY – PE not required, but under review.
- OH – PE not required
- TX – PE not required


 **Time Frame for Letter of Acceptance** -- The Company will review the results of its on-site verification and within __ days after interconnection issue a formal letter of acceptance for interconnection to the Customer. At this time, the Company will also reconcile its actual costs related to the Customer's DG interconnection.

- CA – Not stated
- NY – 90 days
- OH – site specific
- TX – n/a


 **Dispute Resolution Procedures** -- Each State regulatory commission should determine for itself based on its own policies how to handle disputes that arise at any step in this process.

- State specific (see example below):
- CA – if not resolved by parties within 45 days, State Commission will use standard procedures for complaint resolution


Technical Light Bulbs

 **Size Requirement of New DG Facility** -- Interconnect new distributed generation facilities (“DG”) with a nameplate rating of ___ or less connected in parallel to non-network radial distribution.

- CA – Not stated, but limited by rule applicability to jurisdictional distribution system
- NY – 300 kVA
- OH – 300 kW
- TX – 10 MW

 **Pre-certification Testing** -- Each State regulatory commission should determine for itself how it would adopt pre-certification standards for specific DG technologies so as to enable these technologies to take advantage of the fast-track review process. A number of states have already developed such procedures.


- CA – Yes
- NY – Yes
- OH – No
- TX – Yes

 **Factors That Qualify or Disqualify DG for Fast-track Review Process** -- An application qualifies for Fast-track Review if the DG is pre-certified or is a small, low-impact DG project meeting the technical requirements as adopted by the State regulatory commission for interconnection to a radial distribution feeder. Factors that will qualify or disqualify a DG project for Fast-track processing may include the following, as prescribed by the State regulatory commission:

- Is the Point of Common Coupling on a Network Secondary Distribution System?
 - ALL
- Is the DG capacity less than or equal to the State’s size requirement for, if applicable, pre-certified?
 - CA – 11 kVA
 - NY – 15 kVA
 - OH – 25 kW
 - TX – 500 kW (20 kW for networks)

- Is the aggregate DG export capacity less than 15% of the line section peak load?
 - CA – Yes
 - NY – No
 - OH – Yes
 - TX – Yes

- Is Company construction required?
 - OH – depending on the nature of the construction, application may still qualify for Fast-track review

 **Technical Requirements Issues** -- States that have adopted DG Interconnection Procedures also have adopted detailed technical requirements. To provide certainty and clarity to the interconnection review process, as well as insure safety and reliability both to the Customer and to the Company's electric distribution system, each State regulatory commission should consider addressing such technical issues as prevention of power quality problems; disconnect switches; minimum power factor requirements; and metering, monitoring and telemetry requirements, including use of dedicated transformers.

Disconnect Switches:

- CA – Yes
- NY – Yes
- OH – Yes, at discretion of utility
- TX – No up to 500 kW (non-network only)

Minimum power Factor:

- CA – 0.9
- NY – 0.9
- OH
- TX – Yes

Dedicated Transformers:

- CA – Yes
- NY – Not allowed for net-metered units (under 10 kVA)
- OH – Yes, as needed
- TX – Yes, as needed



Fast track application __ kW or smaller:

- CA – 11 kVA
- NY – 15 kVA
- OH – 25 kW
- TX – 500 kW



Standard application __ kW or smaller:

- CA – no limit, other than state jurisdiction over distribution system
- NY – 300 kVA
- OH – 300 kW; larger units may be negotiated
- TX – 10 MW

Model Distributed Generation Interconnection Procedures and Agreement

IV. Summary of Comments and Reply Comments

NOTE: THIS IS AN EXCERPT DOCUMENT.

THE FULL DOCUMENT CAN BE VIEWED

AT:

www.nrri.ohio-state.edu/programs/electric/distributedgeneration

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**[For access to the actual Comments, please refer to
www.nrri.ohio-state.edu/programs/electric/distributedgeneration]**

Summary of Comments

- The procedures should clearly state the Jurisdictional Scope of document. Allegheny Power
- Inconsistent references to Interconnection Agreement (“simplified” and “ordinary” in P.6; “standardized” in P.9). Allegheny Power
- The test for fast track eligibility should be based not only on the Customer’s DG maximum capacity but also a maximum capacity when considering all other proposed projects in the queue. Allegheny Power
- Application deposits: An application should be accompanied by a deposit. Allegheny Power, EEI
- Further development of pre-certification concept. Allegheny Power
- A7.0 - The agreement should require the Customer to provide general liability insurance. Allegheny Power, NRECA, EEI, Cinergy, Con Edison
NRECA agrees with Cinergy that consumers that install generation should be required to acquire insurance proportional to the risk of damage caused by their generator. Disagrees with SEIA and IREC. NRECA Reply Comments.
- More emphasis on Section VI, Technical Requirements. Cummins Inc.
- The Working Group has shied away from leading in numerous places in its proposal, including many that should not be controversial. Doing so can have the negative effect of promoting differentiated policies where there is no rational basis for the differentiation. USCHPA (examples in the comments from USCHPA)
As a member of the USCHPA, CPG fully endorses the comments of USCHPA. In particular, the model procedures proposed by NARUC should provide as much guidance as possible to the States. Cummins, Inc. Reply Comments
- Dispute Resolution: To have meaning for small generators, dispute resolution processes must be low cost, readily available and in most cases, binding. We recommend including a dispute resolution mechanism that requires not much more than a telephone call and can be made binding at the small generator’s request. SEIA-IREC
The Joint Comments of Solar Energy Industries Association and the Interstate Renewable Energy Council ask for binding arbitration using a process as simple as a telephone call. This approach should be rejected because the parties should not be required to give up their legal remedies for an unspecified informal oral process. This could actually result in increased litigation because of disputes over what was said during a telephone conversation. Consolidated Edison Company of New York, Inc.

- P15: On the **single phase interconnection application**, it is unlikely that a delta, wye, or wye grounded generator would ever be used on a single phase circuit. SEIA-IREC, Cinergy
- Consideration should be given to including an additional preliminary step before Step 1 on page 7. This new step could be called “Pre-application Communication.” Cinergy; OR PUC, NRECA, Con Ed agree
- Section 15.0 of the Agreement, pages 29-30. An additional clause should be added that allows the Company to make assignments also, including assignment to a parent company, affiliate, or subsidiary without the consent of the Customer. Cinergy
- There should be a reference to adherence with appropriate safety tagging requirements for any maintenance or control work done in the DG customer’s substation, or at the point of the Closed Coupling. EEl
- The Model should clarify the consequences of the DG installer not meeting the two-year installation date in Section 2.8 of the agreement, page 20. EEl
- The “Interconnection Review Process” on page 6 should be altered to add three more boxes to illustrate the complexity of a network interconnection.
 - The first box should be inserted after the right “Yes” under the first box of step 2, and say “Company determines that additional protective equipment is required on the Customer’s premises. Company provides an initial estimate of the total cost. Is the cost satisfactory? A “Yes” leads to a right-side arrow connecting to the large “Perform System Impact ...” box on the left. A “No” leads to an “Application terminated” line.
 - Below this large “Perform System Impact ...” box, another box needs to be inserted saying “Is Customer Construction required? A “Yes” answer leads to a downward arrow to a box saying “Customer construction completed”, leading in turn to the “DG requires Ordinary Interconnection Agreement ...” box. (EEl)
- The "strawman" application process (page 6) should recognize several levels of complexity in the process of interconnecting DG equipment. Cummins Reply Comments
- Step 2: On page 7, NRECA recommends modifying the third bulleted item at the bottom of the page to read as follows:
Is the aggregate DG export capacity less than 15% of the line section peak load, and the equipment will contribute not more than 25% of the maximum potential short circuit current of the feeder?
 Also recommended by USCHPA

- **Cost of studies.** Cummins, Inc. agrees with USCHPA that those who benefit should pay for the study. “This fact explicitly recognizes that both the interconnecting utility and the DG applicant could benefit and that costs should be shared proportionately. Further costs of studies need to be reasonable, documented and verifiable. For more detailed studies (e.g., stability and fault studies) the interconnecting entity should also be held accountable via dispute resolution for the need and breadth of studies and the associated cost estimate.”
- Add to Exhibit A2:
ADDITIONAL INFORMATION
 In addition to the items listed above, please attach a detailed one-line diagram of the proposed facility, all applicable elementary diagrams, major equipment, (generators, transformers, inverters, circuit breakers, protective relays, etc.) specifications, test reports, etc., and any other applicable drawings or documents necessary for the proper design of the interconnection. Also describe the project’s planned operating mode (e.g., combined heat and power, peak shaving, etc.), and its address or grid coordinates. NRECA
- The term “completed application” should be defined. EEI, Consolidated Edison Company of New York, Inc.
- There is no process for the Utility to return to the customer for additional information. Many times the application documentation gives rise to a need for additional information or a review of the drawings will indicate errors that need to be corrected. The flow chart does not identify the interactive character of this review. Consolidated Edison Company of New York, Inc.
- In many instances, the Model leaves thresholds and timing as an open issue. We believe a Model such as this should have recommended thresholds and timing. We have suggested thresholds and timing for different issues based on practices of several entities and recommendations discussed in committees such as IEEE P1547. If some locations require different thresholds and/or timing, they can be modified on a local basis. Creative Power Systems, Inc.
- The Model should remain completely neutral for determining who pays for DG related construction work. We do not see the need for keeping the costs for interconnections separate from normal project cost accounting if the utility is required to pay for the interconnection. Creative Power Systems, Inc.
 On page 9 of the Model IP, it should state that the Customer pays all costs associated with design review and testing. Consolidated Edison Company of New York, Inc.
- Step 4: Project Construction: Suggested alternative wording is:
 “The Company will commence construction/installation of any modifications required to its system and associated metering equipment identified in connection with its review of the application. Company system modifications will vary in construction time depending on the extent of work and equipment required. The

schedule for this work shall be mutually agreed upon by the Parties and included in an appendix to the Interconnection Agreement. *If the Company cannot perform the work effort within the reasonable time requirements of the Customer, the Company shall determine a work schedule using a third party organization to perform the Construction. The third party organization shall be an organization that is approved by the Company and will perform the work under the Company's direction.*” Creative Power Systems, Inc.

- NRECA was extremely pleased to see that the Model left blanks in many areas that require State-by-State or even local determination, such as the maximum capacity generator that can safely and reliably be interconnected under simplified procedures. As noted above, uniform national rules on such issues cannot adequately take into account critical local considerations, including the wide variations in the architecture of local distribution systems around the country. Uniform national rules also lack the ability to address State or local policy decisions concerning cost allocation. Several other commentators, however, criticized the Draft for failing to fill in the blanks with specifics. Those commentators stated that the Draft failed to give State regulators adequate guidance. NRECA understands that concern, but does not believe any change to the Draft is required. NRECA Reply Comments
- **National Technical Standards:** The SEIA and IREC ask NARUC to adopt national technical standards such as the NEC, as well as standards promulgated by ANSI, IEEE, and UL. USCHPA also argues that technical interconnection requirements should be established nationally without separate State determinations. NRECA agrees with SEIA and IREC that these national standards are important. NRECA believes, however, that the Model already properly incorporates those standards by requiring that distributed generation and consumer interconnections meet the national standards. Unfortunately, SEIA, IREC, and USCHPA then go too far. While the standards are an important minimum requirement or floor that DG and interconnections must meet, they are not adequate alone to ensure safety and reliability in every instance. They cannot be a ceiling. There must still be room for additional requirements needed to ensure safe and reliable interconnections.
NRECA Reply Comments
- The interconnection review process should include the transmission level interface requirements for the larger size distributed generation systems such as large Wind Energy Turbines. PQExchange

TALLY OF RESPONSES

State Regulatory Commissions

Procedures

Key- LC: Language Change suggestions

D: Deletions recommended

| | P1 | | P2 | | P3 | | P4 | | P5 | | P6 | | P7 | | P8 | | P9 | | P10 | | P11 | | P12 | | P13 | | P14 | | P15 | | P16 | | P17 | | P18 | Notes |
|-----|----|---|----|---|----|---|----|---|----|---|----|---|----|---|----|---|----|---|-----|---|-----|---|-----|---|-----|---|-----|---|-----|---|-----|---|-----|---|-----|--|
| | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | | |
| AZ | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| OR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Agree with Cinergy's pre-app procedure |
| WY | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Tot | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

State Regulatory Commissions

Agreement

Key- LC: Language Change suggestions

D: Deletions recommended

| | A2.6 | | A2.7 | | A3.0 | | A6.1 | | A6.2 | | A7.0 | | A10.2 | | A11.0 | | A12.0 | | A13.0 | | A14.0 | | A16.0 | | A17.0 | | A | Notes | |
|-------|------|---|------|---|------|---|------|---|------|---|------|---|-------|---|-------|---|-------|---|-------|---|-------|---|-------|---|-------|---|---|-------|--|
| | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | | | |
| AZ | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| OR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| WY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

TALLY OF RESPONSES

Other Stakeholders

Key- LC: Language Change suggestions

Procedures

D: Deletions recommended

| | P1 | | P2 | | P3 | | P4 | | P5 | | P6 | | P7 | | P8 | | P9 | | P10 | | P11 | | P12 | | P13 | | P14 | | P15 | | P16 | | P17 | | |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---|
| | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | |
| Alleghany | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | |
| Capstone | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | |
| Cinergy | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | | |
| Con Edison | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Creat.Power | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | |
| Cummins | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Cummins® | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | |
| EEl | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| ENCORP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| NiSource | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| NPC&SPCC | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 |
| NRECA | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | |
| NRECA® | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Plug Power | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| PQ Exchnq. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Puget | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | |
| SEIA-IREC | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | |
| USCHPA | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total | 4 | 0 | 4 | 0 | 5 | 0 | 3 | 0 | 1 | 0 | 9 | 0 | 5 | 0 | 10 | 1 | 3 | 0 | 3 | 0 | 3 | 0 | 7 | 0 | 6 | 0 | 7 | 0 | 6 | 0 | 9 | 0 | 2 | 0 | |

TALLY OF RESPONSES

Other Stakeholders

Procedures

| | P18 |
|--------------------|---|
| | Notes |
| Alleghany | jurisdiction scope; incostent references to interconnection agreement in Pg6 & Pg9; |
| | App. deposit; LC glossary |
| Cinergy | Pre-app. Comm.- Prelim. Step; Tech. Defns. - LC- Force Majeure |
| Con Edison | Pre-app. Comm.; what is a complete application?; review process to correct errors |
| Creat.Power | LC- Step 4, Glossary; fill up lightbulbs |
| EEl | Safety Tagging Req. in Pg9; What is a complete App.; LC/ Add - req. of RTO/ISO, |
| | Step 4, glossary, Pg6 |
| ENCORP | National Pre-certification of technical standards |
| NiSource | More specificity- filling in the blanks |
| NRECA | Flexibility; LC - Steps 3, 4, 5 |
| Plug Power | Uniform rules for states; should include networks besides radial distribution |
| Puget | Who is Company?; Add. In Glossary |
| SEIA-IREC | Too many blanks; Include net-metering for very small generating systems |
| USCHPA | Too many blanks not filled in |

TALLY OF RESPONSES

Other Stakeholders
Agreement

Key- LC: Language Change suggestions
D: Deletions recommended

| | A2.6 | | A2.7 | | A3.0 | | A6.1 | | A6.2 | | A7.0 | | A10.2 | | A11.0 | | A12.0 | | A13.0 | | A14.0 | | A16.0 | | A17.0 | | |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---|
| | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | LC | D | |
| Alleghany | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Capstone | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Cinergy | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Con Edison | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Creat.Power | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Cummins | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Cummins ® | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| EEl | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ENCORP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NiSource | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NPC&SPCC | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NRECA | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NRECA ® | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Plug Power | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PQ Exchnq. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Puget | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SEIA-IREC | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| USCHPA | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 0 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

TALLY OF RESPONSES

Other Stakeholders

Agreements

| | A |
|---------------------|---|
| | Notes |
| Alleghany | LC- A15.0; Defn. of Force Majeure |
| Cinergy | A15.0 - LC |
| Con Edison | LC- A15.1 & A15.2 |
| Creat. Power | LC- A4.0, Exh. A.1 & A.2, Technical Definitions |
| EEI | A2.8-consequence non-completion; LC-A4.0 |
| NPC&SPCC | Appendix A-2 LC |
| NRECA | LC/Addition: A2.0, A15.0, Metering Section |