

# Administrative Code

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### 20VAC5-314-10. Applicability and scope; waiver.

A. This chapter is promulgated pursuant to § 56-578 of the Virginia Electric Utility Regulation Act (§ 56-576 et seq. of the Code of Virginia). This chapter establishes standardized interconnection and operating requirements for the safe operation of electric generating facilities in Virginia. This chapter applies to utilities providing interconnections to retail electric customers, independently owned generators, and any other parties operating, or intending to operate, a distributed generating facility in parallel with utility systems. This chapter also applies to equipment used for the storage of electricity for later injection to utility systems. This chapter does not apply to customer generators operating pursuant to the Virginia State Corporation Commission's Regulations Governing Net Energy Metering ([20VAC5-315](#)) or those that fall under the jurisdiction of the Federal Energy Regulatory Commission (FERC).

If the utility has turned over control of its transmission system to a Regional Transmission Entity (RTE), and if the small generator interconnection process identifies upgrades to the transmission system as necessary to

interconnect the small generating facility, then the utility will coordinate with the RTE, and the procedures in this chapter will be adjusted as necessary to satisfy the RTE's requirements with respect to such upgrades.

There are three review paths for the interconnection of generating facilities subject to this chapter in Virginia:

Level 1 - A request to interconnect a certified small generating facility (SGF) no larger than 500 kilowatts (kW) shall be evaluated under the Level 1 process.

Level 2 - A request to interconnect a certified SGF no larger than 2 MW and not qualifying for the Level 1 process shall be evaluated under the Level 2 process.

Level 3 - A request to interconnect an SGF not qualifying for the Level 1 process or Level 2 process, shall be evaluated under the Level 3 process.

The utility may place restrictions upon the interconnection of an SGF to a distribution feeder depending upon the characteristics of that feeder and the potential for upgrading it, as well as the nature of the loads and other generation on the feeder relative to the proposed point of interconnection. If the SGF cannot be safely and reliably interconnected to the utility's distribution feeder, the utility shall work with the interconnection customer (IC) to interconnect the SGF to the utility's transmission system. In such cases, the interconnection of the SGF may be governed by the regulations promulgated by FERC rather than the regulation of the Virginia State Corporation Commission.

The utility shall designate an employee or office from which the IC may request information concerning the interconnection application process. The name, telephone number, and email address of such contact employee or office shall be made available on the utility's website. Readily available electric system information relevant to the location of the proposed SGF shall be provided to the IC upon request, in writing, and may include interconnection studies and any other relevant materials, to the extent such provision does not violate confidentiality provisions of prior agreements or release critical infrastructure information. The utility shall comply with reasonable requests for such information unless the information is proprietary or confidential and cannot be provided pursuant to a prior confidentiality agreement. If the information is proprietary or confidential and cannot be provided, the utility shall state as such. Any one developer shall have no more than five active informal requests for information at one time.

The utility shall make reasonable efforts to meet all timeframes provided in these regulations unless the utility and the IC agree to a different schedule. If the utility cannot meet a deadline provided in this chapter, it shall notify the IC in writing, 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.

Should an IC fail to meet a timeframe or default on another requirement under this chapter or fail to respond to a request for information from the utility, the utility shall also provide the IC written notice identifying the missed deadline or requirement and allow the IC an opportunity to cure on or before the close of business on the 10th business day following the posted date of such notice to cure, prior to the utility taking action to withdraw the IC's interconnection request.

Each utility shall have on file with the commission terms and conditions applicable to the interconnection of SGFs. Such terms and conditions shall, at a minimum, incorporate this chapter by reference, shall set forth terms and conditions applicable to SGFs for which no Small Generator Interconnection Agreement (SGIA) is executed, and shall not conflict with the provisions of this chapter. The terms and conditions applicable to SGFs for which no SGIA is executed shall be reasonably consistent with the terms and conditions of the SGIA.

B. The commission may waive any or all parts of the provisions of this chapter for good cause shown.

C. This chapter shall not apply to SGFs already interconnected as of October 15, 2020, unless:

1. The IC proposes a material modification; or

2. Application of this chapter is agreed to in writing by the utility and the IC.

D. This chapter shall apply if the IC has not actually interconnected the SGF as of October 15, 2020.

Any IC that has not executed an interconnection agreement with the utility prior to October 15, 2020, shall have 30 calendar days following the later of October 15, 2020, or the posted date of notice in writing from the utility to (i) demonstrate site control pursuant to Schedule 5 or 6 of [20VAC5-314-170](#); (ii) execute a combined study agreement as provided for in [20VAC5-314-70](#) or individual revised study agreements conforming with those set forth in Schedules 7, 8, and 9 of [20VAC5-314-170](#); and (iii) to post the deposit as specified in Schedule 6 of [20VAC5-314-170](#) minus any study costs previously paid.

Any IC that has executed an interconnection agreement with the utility prior to October 15, 2020, but where the utility has not actually interconnected the SGF or where the IC has not begun making payments, shall have 60 calendar days following the later of October 15, 2020, or the posted date of notice in writing from the utility to submit upgrade and interconnection facility payments (or financial security acceptable to the utility for attachment facilities and distribution upgrades) required pursuant to [20VAC5-314-50](#) F 2. Any amount previously paid by the IC at the time the deposit or payment is due under this subsection shall be credited toward the deposit amount or other payment required under this subsection.

Should an IC fail to comply with the provisions of this subsection following receipt of a written notice specifying how the IC failed to comply and the expiration of an opportunity to cure by the close of business on the 10th business day following the posted date of such notice to cure, the IC will lose its queue number and the interconnection request shall be deemed withdrawn.

#### Statutory Authority

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

#### Historical Notes

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 29, Issue 23](#), eff. July 1, 2013; [Volume 37, Issue 1](#), eff. October 15, 2020.

## 20VAC5-314-20. Definitions.

The following terms when used in this chapter shall have the following meaning unless the context clearly indicates otherwise:

"Affected system" means an electric utility system other than that of the utility that may be affected by the proposed interconnection.

"Affected system operator" means an entity that operates an affected system or, if the affected system is under the operational control of an independent system operator or a regional transmission entity, such independent entity.

"Applicable laws and regulations" means all duly promulgated applicable federal, state, and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits, and other duly authorized actions of any government authority.

"Attachment facilities" means the facilities and equipment owned, operated, and maintained by the utility that are built new in order to physically connect the customer's interconnection facilities to the utility system. Attachment facilities shall not include distribution upgrades or previously existing distribution and transmission facilities.

"Business day" means Monday through Friday, excluding federal holidays.

"Calendar day" means Sunday through Saturday, including all holidays.

"Certified" has the meaning ascribed to it in Schedule 2 of [20VAC5-314-170](#).

"Commission" means the Virginia State Corporation Commission.

"Customer's interconnection facilities" means all of the facilities and equipment owned, operated, and maintained by the IC, between the small generating facility and the point of interconnection necessary to physically and electrically interconnect the small generating facility to the utility system.

"Default" means the failure of a breaching party to cure its breach under the SGIA.

"Distribution system" means the utility's facilities and equipment generally delivering electricity to ultimate customers from substations supplied by higher voltages (usually at transmission level). For purposes of this chapter, all portions of the utility's transmission system regulated by the commission for which interconnections are not within FERC jurisdiction are considered also to be subject to this chapter.

"Distribution upgrades" means the additions, modifications, and enhancements made to the utility's distribution system on the utility's side of the point of interconnection necessary to ensure continued system reliability and power quality on the utility's distribution system caused by the interconnection of the SGF. Distribution upgrades do not include network upgrades or the customer's interconnection facilities or the utility's attachment facilities.

"Facilities study" has the meaning ascribed to it in [20VAC5-314-70 E](#).

"Feasibility study" has the meaning ascribed to it in [20VAC5-314-70 C](#).

"FERC" means the Federal Energy Regulatory Commission.

"Good Utility Practice" means 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 that, 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 include practices, methods, or acts generally accepted in the region.

"Governmental authority" means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided that such term does not include the IC, the utility, or a utility affiliate.

"Interconnection customer" or "IC" means any entity proposing to interconnect a new small generating facility with the utility system.

"Interconnection request" means the IC's request, in accordance with this chapter, 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 the utility system.

"Interconnection studies" means the studies conducted by the utility, or, if agreed to by the utility and the IC, a third party supervised by the utility, in order to determine the interaction of the small generating facility with the utility system and the affected systems in order to specify any modifications to the small generating facility or the electric systems studied to ensure safe and reliable operation of the small generating facility in parallel with the utility system.

"Interdependent customer" or "interdependent project" means an IC or project whose upgrades to the utility system or attachment facilities are impacted by another earlier-queued generating facility, as determined by the utility.

"Material modification" has the meaning ascribed to it in [20VAC5-314-39](#).

"Maximum generating capacity" means the maximum continuous electrical output of the SGF at any time as measured at the point of interconnection or the maximum kW delivered to the utility during any metering period, whichever is greater. Requested maximum generating capacity will be specified by the IC in the interconnection request and an approved maximum generating capacity will subsequently be included as a limitation in the interconnection agreement.

"Network upgrades" means additions, modifications, and enhancements to the utility's transmission system that are required in order to accommodate the interconnection of the small generating facility with the utility's system. Network upgrades do not include distribution upgrades.

"Operating requirements" means any operating and technical requirements that may be applicable due to regional transmission entity, independent system operator, control area, or the utility's requirements, including those set forth in the SGIA.

"Party" means the utility or the IC.

"Point of interconnection" means the point where the customer's interconnection facilities connect physically and electrically to the utility's system.

"Processing fee" means a nonrefundable cost to administer or file an application.

"Project A" means any interconnection request that is not interdependent with another interconnection request.

"Project B" means any interconnection request that is interdependent with only one other interconnection request and has a higher queue number than a designated Project A.

"Queue number" refers to the number assigned by the utility, establishing a customer's interconnection request position in the study queue relative to all other valid interconnection requests. A lower queue number will be studied prior to a higher queue number, except in the case of interdependent projects.

"Regional Transmission Entity" or "RTE" means an entity having the management and control of a utility's transmission system as further set forth in § [56-579](#) of the Code of Virginia.

"Small generating facility" or "generating facility" or "generator" or "SGF" means the IC's equipment used for the production of electricity, as identified in the interconnection request.

"Small Generator Interconnection Agreement" or "SGIA" means the agreement between the utility and the IC as set forth in Schedule 10 of [20VAC5-314-170](#).

"Standby generating facility" means an electric generating facility primarily designed for standby or backup power in the event of a loss of power supply from the utility. Such facilities may operate in parallel with the utility for a brief period of time when transferring load back to the utility after an outage, or when testing the operation of the facility and transferring load from and back to the utility.

"Supplemental review" has the meaning ascribed to it in [20VAC5-314-60](#) H.

"System" or "utility system" means the distribution and transmission facilities owned, controlled, or operated by the utility that are used to deliver electricity.

"System impact study" has the meaning ascribed to in [20VAC5-314-70](#) D.

"System upgrades" means distribution upgrades and network upgrades collectively.

"Tariff" means the rates, terms, and conditions filed by the utility with the commission for the purpose of providing commission-regulated electric service to retail customers.

"Transmission system" means the utility's facilities and equipment delivering electric energy to the distribution system, such facilities being operated at voltage levels above the utility's typical distribution system voltage levels.

"Utility" means the public utility company subject to regulation by the commission pursuant to Chapter 10 (§ [56-232](#) et seq.) of Title 56 of the Code of Virginia with regard to rates or service quality, to whose system the IC proposes to interconnect a small generating facility.

**Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

**Historical Notes**

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

**20VAC5-314-30. Siting of distributed generation facilities.**

Prior to installing an SGF, the IC must ensure compliance with local, state, and federal laws and regulations, including all applicable easements and permits, and §§ [56-265.2](#) and [56-580](#) of the Code of Virginia, as applicable.

**Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

**Historical Notes**

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

**20VAC5-314-35. Preapplication.**

- A. The IC may informally request electric system information for a proposed project for a specific site by providing in writing details of the potential generating facility project, including site address, grid coordinates, project size, and proposed point of interconnection, to the utility's designated employee or office described in [20VAC5-314-10](#). Electric system information provided to the IC in response to the informal requests shall include relevant system studies, interconnection studies, and other materials useful to providing an understanding of an interconnection at a particular point on the utility's distribution system, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The utility shall comply with reasonable requests for such information in a timely manner, not to exceed 10 business days. The information produced by the utility is nonbinding, does not confer any rights, and the IC shall still successfully apply to interconnect to the utility's system. The IC shall still meet the requirements of [20VAC5-314-40](#) or [20VAC5-314-50](#) to apply to interconnect to the utility's system and to obtain a queue number. Any one developer shall have no more than five active informal requests for information at one time.
- B. In addition to the option of informally requesting information described in subsection A of this section, an IC may submit a formal written request form along with a nonrefundable fee of \$500 for a preapplication report on a proposed project at a specific site. The utility shall provide the preapplication data described in subsection C of this section to the IC within 20 business days of receipt of the completed request form and payment of the fee. The preapplication report produced by the utility is nonbinding, does not confer any rights, and the IC must still successfully apply to interconnect to the utility's system. The written Preapplication Report Request Form shall include all of the information as described in Schedule 4 of [20VAC5-314-170](#). The utility shall notify the IC if there are any deficiencies in the IC's submittal within five business days of submission of the Preapplication Report Request Form. Any one developer shall have no more than five active formal requests for information at one time.
- C. Using the information provided in the Preapplication Report Request Form in subsection B of this section, and as described in Schedule 4 of [20VAC5-314-170](#), the utility will identify the substation or area bus, bank, or circuit likely to serve the proposed point of interconnection. This selection by the utility does not necessarily indicate, after application of the Level 2 screens or Level 3 study process, that this point of interconnection will be suitable or the most costs effective for interconnection. The IC must request additional preapplication reports

if information about multiple points of interconnection is requested. Subject to subsection D of this section, the preapplication report will provide the following information:

1. Total capacity (in MW) of substation or area bus, bank, or circuit based on normal or operating ratings likely to serve the proposed point of interconnection.
2. Existing aggregate generation capacity (in MW) interconnected to a substation or area bus, bank, or circuit (i.e., amount of generation online) likely- to serve the proposed point of interconnection.
3. Aggregate queued generation capacity (in MW) for a substation or area bus, bank, or circuit (i.e., amount of generation in the queue) likely to serve the proposed point of interconnection.
4. Substation nominal distribution voltage or transmission nominal voltage if applicable.
5. Nominal distribution circuit voltage at the proposed point of interconnection.
6. Approximate circuit distance between the proposed point of interconnection and the substation.
7. Relevant line sections actual or estimated peak load and minimum load data, including daytime minimum load and absolute minimum load, when available.
8. Number and rating of protective devices and number and type (standard, bidirectional) of voltage regulating devices between the proposed point of interconnection and the substation or area. At the substation, identify the number of capacitors and if the substation has a load tap changer.
9. Number of phases available at the proposed point of interconnection. If a single phase, distance from the three-phase circuit.
10. Limiting conductor ratings from the proposed point of interconnection to the distribution substation.
11. Whether the proposed point of interconnection is located on a spot network, grid network, or radial supply.
12. Based on the proposed point of interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.
13. Other information regarding an affected system the utility deems relevant to the IC (e.g., substation upgrades that allow bidirectional power flows).

D. The preapplication report need only include existing data that is readily available to the utility. A preapplication report request does not obligate the utility to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the utility cannot complete all or some of a preapplication report due to lack of available data, the utility shall provide the IC with a preapplication report that includes the data that is available as well as a description of any data that was not available. Notwithstanding any of the provisions of this section, the utility shall, in good faith, include data in the preapplication report that represents the best available information at the time of reporting.

#### **Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

#### **Historical Notes**

Derived from Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

20VAC5-314-38. Queue number and interdependent projects.

A. Queue number and queue position. The utility shall assign a queue number to an interconnection request based upon the date-stamp and time-stamp of receipt of a completed Interconnection Request Form by the utility. A later received Interconnection Request Form shall be assigned a higher numerical queue number than an earlier received Interconnection Request Form. The queue number and relative position of each interconnection request will be used to determine the cost responsibility for the upgrades necessary to accommodate the interconnection.

B. Interdependent projects.

1. Upon an IC's submission of an interconnection request for the [20VAC5-314-40](#) Level 1 interconnection process, [20VAC5-314-60](#) Level 2 interconnection process, or [20VAC5-314-70](#) Level 3 interconnection process, the utility shall review the interconnection request and make a preliminary determination of whether any interdependencies exist between the IC's proposed SGF and any other IC with a lower queue number. If the interconnection request is for a standby SGF with zero export, then the proposed SGF shall be studied as a Project A. For all other interconnections, any preliminary determination by the utility that the SGF does not create an interdependency will result in the interconnection request being preliminarily designated as a Project A, and the utility shall proceed immediately to either the [20VAC5-314-40](#), [20VAC5-314-60](#), or [20VAC5-314-70](#) Level 1, 2, or 3 study process, as applicable. At the [20VAC5-314-70](#) B scoping meeting, the utility shall advise the IC regarding its preliminary determination of whether interdependency would be created by the SGF. If no [20VAC5-314-70](#) B scoping meeting is scheduled, then the utility shall notify the IC in writing within five business days after making its preliminary determination of whether interdependency would be created by the SGF. If applicable, the Project A IC will pay the interconnection request study deposit required for the [20VAC5-314-70](#) Level 3 study process as identified in Schedule 6 of [20VAC5-314-170](#) in conjunction with the execution of the initial study agreement delivered by the utility pursuant to [20VAC5-314-70](#). An SGF preliminarily reviewed for system impacts and designated as a Project A may still be determined later to create an interdependency and may then be redesignated by the utility as an interdependent project during the [20VAC314-70](#) D system impact study process, thereby losing its Project A designation. Once the system impact study report is issued by the utility and the report designates an SGF as a Project A for purposes of the [20VAC314-70](#) E facilities study, the interconnection request shall retain this Project A designation during the facilities study, without change.

2. If the utility determines that the IC's proposed SGF is interdependent with one other interconnection request with a lower queue number (i.e., an earlier submitted interconnection request), the utility shall notify the IC in writing or at the [20VAC5-314-70](#) B scoping meeting that the interconnection request is designated as a Project B.

a. Following the [20VAC5-314-70](#) B scoping meeting, the Project B IC shall then have the option to either:

(1) Wait without further advancement of the interconnection request until Project A has executed a final interconnection agreement and begun making payments for any required upgrades, customer interconnection facilities, and other charges under [20VAC314-50](#) F. Under this option, Project B is not required to adhere to the timeline in [20VAC5-314-70](#) C until Project A has signed an SGIA and begun making payments or withdrawn its interconnection request; or

(2) Proceed to the [20VAC314-70](#) D system impact study process. If the Project B IC chooses this option, the utility shall provide the Project B IC a Feasibility Study Agreement pursuant to [20VAC5-314-70](#) C or a System Impact Study Agreement pursuant to [20VAC5-314-70](#) D within 10 business days. If the Project B IC signs a System Impact Study Agreement and pays the interconnection request study deposit pursuant to Schedule 6 of [20VAC5-314-170](#), the Project B shall receive a system impact study report that assumes the Project A interconnection request with the lower queue number completes construction and interconnection, and another system impact study report that assumes the Project A interconnect request with the lower queue number is not constructed and is withdrawn. The Project B IC is responsible for all costs for studying with and without Project A.

b. The utility shall not proceed to a Project B facilities study until after the Project B IC returns a signed Facilities Study Agreement to the utility and the utility has issued the [20VAC314-70](#) E facilities study

report for Project A. Once the Project A facilities study report has been issued, the Project B IC shall then have the option to either:

(1) Wait without further advancement of the interconnection request until Project A has executed a final interconnection agreement and begun making payments for any required upgrades, customer interconnection facilities, and other charges under [20VAC314-50](#) F. Under this option, Project B is not required to adhere to the timeline in [20VAC5-314-70](#) E until Project A has signed an SGIA and begun making payments or withdrawn its interconnection request; or

(2) Proceed with a [20VAC314-70](#) E facilities study process. If the Project B IC chooses this option, the utility shall provide the Project B IC a Facilities Study Agreement pursuant to [20VAC5-314-70](#) E within 10 business days. If the Project B IC signs a Facilities Study Agreement prior to Project A committing to construction by signing the final interconnection agreement and beginning to make payments, then Project B's facilities study shall assume that the Project A interconnection request with the lower queue number will complete construction and interconnection. If Project A is later canceled prior to the Project A IC making payment for the required upgrades, the utility shall revise the Project B facilities study at the Project B IC's expense.

3. If the utility determines that the IC's proposed SGF is interdependent with more than one other interconnection request with a lower queue number (i.e., an earlier submitted interconnection request), the utility shall notify the IC at the [20VAC5-314-70](#) B scoping meeting and describe generally the number and type of interdependencies of interconnection requests with lower queue numbers.

a. The utility shall not study a project if it is interdependent with more than one earlier queued project. The utility will study a project when interdependency with only one earlier queued project exists. The removal of interdependency with multiple projects may be the result of (i) upgrades to the utility system that eliminate the cause of the interdependency, (ii) withdrawal of interdependent projects with lower queue numbers, or (iii) a lower queue number project signing an interconnection agreement and making payments identified in their SGIA.

b. Within five business days of an interconnection request becoming a Project B interconnection request that is interdependent with only one other interconnection request with a lower queue number, the utility shall schedule the [20VAC5-314-70](#) B scoping meeting and provide the new Project B IC the options specified in subdivision 2 a of this subsection. Upon being designated by the utility as a Project B, the IC's queue number shall be used to determine the order in which the interconnection request is studied under [20VAC314-70](#) D relative to all other interconnection requests.

C. Interconnection requests submitted prior to October 15, 2020. Other than as set forth in [20VAC5-314-10](#) C, nothing in this chapter affects an IC's queue number assigned before October 15, 2020. Interconnection requests that have received a system impact study report as of October 15, 2020, that did not identify any interdependency with another project shall be deemed a Project A. Any interconnection requests for which the utility has not completed the system impact study and issued a system impact study report (or combined study report, as applicable) to the IC as of October 15, 2020, shall be reviewed for interdependency pursuant to this section.

Should an IC fail to comply with [20VAC5-314-10](#) C following receipt of written notice specifying how the IC failed to comply and the expiration of an opportunity to cure by the close of business on the 10th business day following the posted date of such notice to cure, the IC shall lose its queue number and the interconnection request shall be deemed withdrawn.

#### Statutory Authority

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

#### Historical Notes

Derived from Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

20VAC5-314-39. Modification of the interconnection request.

A. As used in this chapter, "material modification" means a modification to machine data or equipment configuration or to the interconnection site of the SGF that has a material impact on the cost, timing, or design of any customer interconnection facilities or upgrades or that may adversely impact other interdependent interconnection requests with higher queue numbers. Material modifications include certain project revisions as defined in subsection B of this section, but exclude certain project revisions as defined in subsection C of this section.

B. Changes that qualify as material modifications are described as follows:

1. A change in point of interconnection to a new location, unless the change in a point of interconnection is on the same circuit less than two poles away from the original location, and the new point of interconnection is within the same protection zone as the original location;
2. A change or replacement of generating equipment, such as generators, inverters, transformers, relaying, or controls, that is not a like-kind substitution in size, ratings, impedances, efficiencies, or capabilities of the equipment specified in the original or preceding interconnection request;
3. A change from certified to noncertified devices ("Certified" means certified by an Occupational Safety and Health Administration recognized Nationally Recognized Test Laboratory, to relevant Underwriters Laboratories and Institute of Electrical and Electronics Engineers standards, authorized to perform tests to such standards.);
4. A change of transformer connections or grounding from that originally proposed;
5. A change to certified inverters with different specifications or different inverter control specifications or set-up than originally proposed;
6. An increase of the maximum generating capacity of an SGF; or
7. A change reducing the maximum generating capacity of the SGF (i) by more than 25% before the Feasibility Study Agreement or Combined Study Agreement has been executed or (ii) by more than 10% after the Feasibility Study Agreement or Combined Study Agreement has been executed.

C. Changes that do not qualify as material modifications are described as follows:

1. A change in ownership of an SGF; the new owner, however, will be required to execute a new Interconnection Request Form and study agreements for any study that has not been completed and the report issued by the utility;
2. A change or replacement of generating equipment, such as generators, inverters, solar panels, transformers, relaying, or controls, that is a like-kind substitution in size, ratings, impedances, efficiencies, or capabilities of the equipment specified in the original or preceding interconnection request;
3. An increase in the DC/AC ratio that does not increase the maximum AC output capability of the generating facility;
4. A decrease in the DC/AC ratio that does not reduce the AC output capability of the generating facility by more than the amount specified in subdivision B 7 of this section.
5. A change in the DC system configuration to include additional equipment that does not impact the maximum generating capacity, daily production profile, or the proposed AC configuration of the SGF or energy storage device, including DC optimizers, DC-DC converters, DC charge controllers, power plant controllers, and energy storage devices such that the output is delivered during the same periods and with the same profile considered during the system impact study.

D. To the extent an IC proposes to modify any information provided in the interconnection request deemed complete by the utility, the IC shall submit any such modifications to the utility in writing. If the utility determines that the proposed modifications constitute a material modification, the utility shall notify the IC in writing within 10 business days that the modification is a material modification, and the interconnection request shall be withdrawn from the queue unless the IC withdraws the proposed material modification within 10 business days of receipt of the utility's written notification. If the modification is determined by the utility not to be a material modification, then the utility shall notify the IC in writing that the modification has been accepted and that the IC shall retain its queue number. An IC may seek an informal determination from the utility of whether a proposed modification constitutes a material modification in accordance with subdivision E of this section.

#### E. Modification inquiry.

1. Prior to making any modification, the IC may submit an informal modification inquiry in writing that requests the utility to evaluate whether the proposed modifications to the original or most recent interconnection request is a material modification. The IC shall provide specific details on all changes that are to be considered by the utility.

2. In response to IC's informal request, if the utility evaluates the proposed modifications and determines that the changes are not material modifications, the utility shall inform the IC in writing within 10 business days. If the IC wishes to proceed with the proposed modifications, the IC shall submit a revised Interconnection Request Form that reflects the approved modifications.

#### Statutory Authority

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

#### Historical Notes

Derived from Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

### 20VAC5-314-40. Level 1 interconnection process.

A. The Level 1 interconnection process is available to any IC proposing to interconnect a certified SGF with the utility system if the SGF is no larger than 500 kW.

B. The IC shall submit (i) a complete Level 1 Interconnection Request Form (Schedule 5 of [20VAC5-314-170](#)); (ii) site control documentation pursuant to Schedule 5 of [20VAC5-314-170](#); and (iii) the required \$100 processing fee to the utility. Alternatively, the utility may require use of a commission-approved Interconnection Request Form similar to Schedule 5 of [20VAC5-314-170](#), which shall be made available to customers on the utility's website. The Interconnection Request Form shall be date-stamped and time-stamped by the utility upon receipt of (i) a substantially complete Interconnection Request Form submitted by a valid legal entity and signed by the IC, (ii) site control documentation, and (iii) processing fee. The date-stamp and time-stamp shall be used as the qualifying start date-stamp and time-stamp for the purpose of any timetable in these procedures.

Within three business days of receiving the interconnection request, the utility shall notify the IC of receipt, which notification shall be made by United States mail, email address, or fax number provided by the IC. As soon as practicable after receipt, but not later than 10 business days after the date of receipt of the interconnection request, the utility shall notify the IC if there are any deficiencies in the IC's submittal. If there are deficiencies, such notice shall include a written list detailing all information that must be provided by the IC to complete the interconnection request.

The IC shall have 10 business days after receipt of the notice of incomplete information to submit the listed information or to request an extension of time to provide such information. The acceptance of such request for time extension shall be at the utility's discretion. If the IC does not provide the listed information or a request for an extension of time within the deadline, the Interconnection Request Form will be deemed withdrawn.

C. Within 15 business days after the date the IC submits a complete Interconnection Request Form and requisite fee, the utility shall evaluate the request to determine whether the IC's project is interdependent with one or more earlier-queued projects. If it is determined that the IC's project does not create an interdependency, the utility shall designate the IC's project as Project A, and, if so, shall inform the IC what utility modifications are required to interconnect the SGF. If the utility determines that the IC's project is interdependent with one or more earlier-queued projects, the utility may delay study of the IC request until the interdependency is resolved and the IC becomes a Project A as further addressed in [20VAC5-314-38](#) B. If the utility delays study of the IC's project, the utility shall notify the IC in writing and identify the number of earlier-queued interdependent projects.

1. If the interconnection can be accomplished with minor modifications (e.g., changing meters, fuses, and relay settings) to the utility system, the IC and the utility may informally agree upon a plan to effectuate the required installations and modifications. The utility shall perform all installations and modifications of the utility system and the IC shall reimburse the utility for the cost of such installations and modifications. The IC shall perform all required modifications to its SGF.

2. If the interconnection cannot be accomplished with minor modifications or the parties cannot come to an agreement regarding modifications to the utility system within 10 business days of study results being provided by the utility, the interconnection request will be transferred to the Level 2 process or handled according to [20VAC5-314-100](#) (Disputes) at the IC's option.

3. If the utility cannot reasonably determine that the modifications to the utility's system can be completed without additional study, the utility shall provide the IC, in writing, justification for that determination, and the interconnection request will be transferred to the Level 2 process or handled according to [20VAC5-314-100](#) at the IC's option.

D. An IC may begin operation of an SGF when any required modifications or additions as provided for in subsection C of this section are complete and when the following additional requirements are satisfied:

1. If required by the utility's tariff, the IC has installed a lockable, utility-accessible, load breaking manual disconnect switch;

2. A licensed electrician has certified, by signing the Interconnection Request Form, that any required manual disconnect switch has been installed properly and that the SGF has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code;

3. The vendor of the SGF has certified on the Interconnection Request Form that the SGF equipment is in compliance with the requirements established by Underwriters Laboratories or other national testing laboratories in accordance with IEEE 1547, Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces, 2018;

4. In the case of a static inverter-connected SGF with an alternating current capacity in excess of 10 kilowatts, the IC has had the inverter settings inspected by the utility. The utility may impose a fee on the customer of no more than \$50 for each generator that requires this inspection;

5. In the case of a nonstatic inverter-connected SGF, the IC has interconnected according to the utility's interconnection guidelines, and the utility has inspected all protective equipment settings. The utility may impose a fee on the customer of no more than \$50 for each generator that requires this inspection;

6. The IC has paid, or has made arrangements satisfactory to the utility to pay, the cost of the SGF metering pursuant to [20VAC5-314-80](#), and any costs associated with minor modifications;

7. An SGF having an alternating current capacity in excess of 25 kilowatts shall meet the following additional requirements before interconnection may occur:

a. Distribution facilities and customer impact limitations. An SGF shall not be permitted to interconnect to distribution facilities if the utility has reasonably determined that the proposed IC could lead to damage to any of the utility's facilities or could lead to voltage regulation or power quality problems at other customer revenue meters due to the incremental effect of the SGF on the performance of the system,

unless the IC reimburses the utility for its cost to modify any facilities needed to accommodate the interconnection and such modifications are completed.

b. Secondary, service, and service entrance limitations. The capacity of the SGF shall be less than the capacity of the utility-owned secondary, service, and service entrance cable connected to the point of interconnection, unless the IC reimburses the utility for its cost to modify any facilities needed to accommodate the interconnection and such modifications are completed.

c. Transformer loading limitations. The SGF shall not have the ability to overload the utility's distribution transformer or any distribution transformer winding unless the IC reimburses the utility for its cost to modify any facilities needed to accommodate the interconnection and such modifications are completed.

d. Integration with utility's grounding. The grounding scheme of the SGF shall comply with IEEE 1547 and shall be consistent with the grounding scheme used by the utility. If requested by an IC, the utility shall assist the IC in selecting a grounding scheme that coordinates with the utility's distribution system.

e. Voltage balance limitation. The SGF shall not create a voltage imbalance of more than 3.0% measured from phase to phase or phase to ground at any other customer's revenue meter if the utility distribution transformer, with the secondary connected to the point of interconnection, is a three-phase transformer, unless the IC reimburses the utility for its cost to modify any facilities needed to accommodate the interconnection and such modifications are completed.

E. Except as otherwise provided in this chapter, the utility shall not impose any charges upon an IC for any interconnection requirements specified by this chapter.

F. The IC shall immediately notify the utility in writing of any changes in the ownership or control of, operational responsibility for, or contact information for the SGF and pay a \$500 processing fee.

G. The utility shall not be required to maintain an interconnection with an SGF if the SGF or associated equipment is found to be out of compliance with the codes, standards, or certifications applicable to the SGF.

H. Any IC that is not able to interconnect under the Level 1 interconnection process may apply for interconnection under the Level 2 process or Level 3 process.

#### **Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

#### **Historical Notes**

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

### **20VAC5-314-50. Levels 2 and 3 interconnection request general requirements.**

A. The IC shall submit (i) a completed Levels 2 and 3 Interconnection Request Form (Schedule 6 of [20VAC5-314-170](#)); (ii) site control documentation pursuant to Schedule 6 of [20VAC5-314-170](#), and (iii) the required \$1,000 processing fee. The Interconnection Request Form shall be date-stamped and time-stamped by the utility to establish the IC's queue number upon receipt of (i) a substantially complete Interconnection Request Form submitted by a valid legal entity and signed by the IC, (ii) site control documentation, and (iii) the processing fee. The date-stamp and time-stamp of a completed Interconnection Request Form shall be used as the qualifying start date-stamp and time-stamp for the purposes of any timetable in these procedures. Within three business days of receiving the interconnection request, the utility shall notify the IC of receipt, which notification shall be made by United States mail, email address, or fax number provided by the IC. The utility shall notify the IC within 10 business days of the receipt of the Interconnection Request Form and site control documentation as to whether the documentation is complete or incomplete. If the Interconnection

Request Form is incomplete, the utility shall so notify the IC, including a written list detailing all information that must be provided by the IC to complete the Interconnection Request Form.

The IC shall have 10 business days after receipt of the notice of incomplete information to submit the listed information or to request an extension of time to provide such information. The acceptance of such request for time extension shall be at the utility's discretion but shall not exceed an additional 10 business days. If the IC does not provide the listed information or a request for an extension of time within the deadline, the Interconnection Request Form will be deemed withdrawn.

B. Any material modification pursuant to [20VAC5-314-39](#) made by the IC but not agreed to in writing by the utility and the IC may be deemed by the utility as 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.

C. The utility shall prioritize interdependent projects pursuant to [20VAC5-314-38](#). If applicable, the interconnection request study deposit specified in the Interconnection Request Form will be required pursuant to [20VAC5-314-38](#). At the utility's option, interconnection requests may be studied serially or in clusters for the purpose of the system impact study.

D. The IC shall immediately notify the utility in writing of any changes in the ownership or control of, operational responsibility for, or contact information for the SGF and pay a \$500 processing fee.

E. The utility shall not be required to maintain an interconnection with an SGF if the SGF or associated equipment is found to be out of compliance with the codes, standards, and certification applicable to the SGF.

F. Small Generator Interconnection Agreement.

1. The steps describing the utility's determination of whether an SGF can be safely interconnected to its system and the utility's subsequent issuance of an executable SGIA to the IC are provided in [20VAC5-314-60](#) and [20VAC5-314-70](#) for the Level 2 and Level 3 interconnection processes respectively. After receiving the SGIA from the utility, the IC shall have 30 business days to sign and return the SGIA. If the IC does not return the SGIA within the deadline, the interconnection request shall be deemed withdrawn, and the IC shall lose its place in the utility's queue. After the SGIA is signed by the parties, the interconnection of the SGF shall proceed under the provisions of the SGIA.

2. The SGIA shall specify milestones for prepayment of estimated costs for all system upgrades identified by the utility during the study process. The SGIA shall also specify the prepayment or the provision of financial security for system upgrades or attachment facilities if acceptable to the utility prior to the start of the final design and construction of system upgrades and attachment facilities. Payment and financial security must be received by close of business 30 business days after the date the SGIA is delivered to the IC for signature. Failure to comply with the requirements of this section after an opportunity to cure shall result in the interconnection request being deemed withdrawn.

#### Statutory Authority

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

#### Historical Notes

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020; Errata, 37:12 VA.R. 1349 February 1, 2021.

### 20VAC5-314-60. Level 2 Interconnection Process.

A. The Level 2 interconnection process is available to an IC proposing to interconnect a certified SGF with the utility system if the SGF is no larger than 2 MW and does not qualify for the Level 1 process, and meets the codes, standards, and certification requirements of Schedules 2 and 3 of [20VAC5-314-170](#).

B. Within 15 business days after the utility notifies the IC it has received a complete Interconnection Request Form, the utility shall perform an initial review using the screens set forth in subsection C or D of this section, as applicable and shall notify the IC of the results, including copies of the analysis and data underlying the utility's determinations under the screens.

C. Screens for interconnections to radial circuits.

1. For interconnection of an SGF to a radial distribution circuit, the aggregated generation, including the proposed SGF, on the circuit shall not exceed 15% of the line section's annual peak load as most recently measured at the substation or calculated for the line section. A line section is that portion of a distribution circuit connected to a customer that is bounded by automatic sectionalizing devices or the end of the circuit.
2. The SGF, in aggregation with other generation on the distribution circuit, shall not contribute more than 10% to the circuit's maximum fault current at the point on the distribution feeder's (primary) voltage level that is nearest the point of interconnection.
3. The SGF, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including substation breakers, fused cutouts, and line reclosers) or IC equipment on the system to exceed 87.5% of the short circuit interrupting capability nor shall the interconnection be permitted on a circuit where 87.5% of the short circuit interrupting capability is already exceeded.
4. For interconnections to the distribution primary voltage, use the table in this subdivision to determine the acceptable type of interconnection to a primary distribution circuit. This screen includes a review of the type of electrical service provided to the IC, including line configuration and the transformer connection, to limit the potential for creating over-voltages on the utility's distribution 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     |

5. If the SGF is to be interconnected to a single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed SGF, shall not exceed 20 kW.
6. If the SGF is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, 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.
7. The SGF, in aggregate with generation interconnected to the transmission side of the substation transformer that feeds the distribution circuit where the SGF 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., within three or four transmission busses from the point of interconnection).
8. No construction of facilities by the utility on its own system shall be required to accommodate the SGF.

D. Screens for interconnections involving networks.

1. For interconnection of an SGF to the load side of spot network protectors serving more than a single customer, the SGF must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5.0% of a spot network's maximum load or 300 kW. For spot networks serving a single customer, the SGF must use an inverter-based equipment package and either meet the requirements of this subdivision, or use a protection scheme, or operate the generator so as not to exceed on-site load or otherwise prevent nuisance operation of the spot network protectors.
2. For interconnection of an SGF to the load side of area network protectors, the SGF must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 10% of an area network's minimum load or 500 kW.
3. If the SGF is single-phase, the IC's load, net of generation on each phase, shall not create an imbalance between the phases of a polyphase service, or if applicable, between each leg of single-phase service.
4. For interconnection of an SGF to a distribution circuit in an area where there are known or posted transient stability limitations to generating units located in the general electrical vicinity (e.g., within three or four transmission busses from the point of interconnection), the SGF, in aggregate with generation interconnected to the transmission side of the substation transformer that feeds the distribution circuit, shall not exceed the following limits:
  - a. For a distribution circuit that supplies only secondary voltage networks, 30% of the distribution circuit's load.
  - b. For a distribution circuit not exclusively supplying secondary networks, 10 MW.
5. For interconnection of an SGF to the line side of network protectors:
  - a. For a distribution circuit that supplies only secondary networks, the interconnection fails the screen.
  - b. For a distribution circuit not exclusively supplying secondary networks, the interconnections shall be evaluated in accordance with [20VAC5-314-60 C](#).
6. No construction of facilities by the utility on its own system shall be required to accommodate the SGF.
7. To the extent any new IEEE standards conflict with this chapter, in particular IEEE 1547, Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces, 2018, the new standards shall apply. In addition, utility consent shall not be unreasonably withheld from an SGF interconnecting to a spot or area network provided the SGF utilizes a protection scheme that will prevent any power export from the IC's site, including inadvertent export under fault conditions, and otherwise prevent nuisance operation of the network protectors.

E. If the interconnection passes the screens, the interconnection request shall be approved and the utility shall provide the IC an SGIA within 10 business days after the determination.

F. If the interconnection fails any screens, but the utility determines that the SGF may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the utility shall provide the IC an SGIA within 10 business days after the determination.

G. If the interconnection fails any screen and the utility determines that the interconnection cannot be approved without (i) minor modifications at minimal cost; (ii) a supplemental review or other additional studies or actions; or (iii) incurring significant cost to address safety, reliability, or power quality problems, the utility shall notify the IC and provide copies of the data and analyses underlying its conclusion within 10 business days after that determination. Within 10 business days of the determination, the utility shall offer to convene a customer options meeting to review possible IC facility modifications, or the screen analysis and related results, to determine what further steps are needed to permit the SGF to be connected safely and reliably. At the time of notification of the utility's determination, or at the customer options meeting, the utility shall:

1. Offer to perform facility modifications or minor modifications to the utility system (e.g., changing meters, fuses, and relay settings) and provide an estimate of the cost to make such modifications to the utility system. If the IC agrees to pay for the modifications to the utility's electric system, the utility shall provide the IC with an SGIA within 10 business days after the customer options meeting;
2. Offer to perform a supplemental review in accordance with subsection H of this section and provide the IC with information on the studies potentially required to be performed under the supplemental review, and an estimate of the costs and timing of such review; or
3. Obtain the IC's agreement to continue evaluating the interconnection request, but under the Level 3 interconnection process.

H. Supplemental review. If a supplemental review is offered to the IC and the IC agrees to the supplemental review, the utility shall, within 10 business days of the request, provide to the IC an appropriate supplemental review agreement. To maintain its position in the utility's interconnection queue, the IC must execute the supplemental review agreement and return it to the utility, along with a deposit for the estimated cost of the supplemental review, within 15 business days after receipt of the agreement. If the IC fails to return the executed supplemental review agreement along with the deposit within 15 business days after receipt, the interconnection request shall be deemed withdrawn, and the IC shall lose its place in the utility's interconnection queue.

The IC shall be responsible for the utility's actual costs of conducting the supplemental review. The IC shall pay any review costs that exceed the deposit within 30 business days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the utility shall return such excess within 30 business days of the invoice without interest.

Within 30 business days following receipt of the supplemental review agreement and deposit, the utility will determine if the SGF can be interconnected safely and reliably.

1. If so, and if the supplemental review reveals that no modifications are required to the IC's interconnection facilities, or to the system, or to an affected system, the utility shall forward an executable SGIA to the IC within 10 business days after the determination.
2. If so, and modifications are required to the IC's interconnection facilities to allow the SGF to be interconnected consistent with safety, reliability, and power quality standards in this chapter, the utility shall forward an executable SGIA to the IC within 10 business days after confirmation that the IC has agreed to make the necessary changes at the IC's cost.
3. If so, and minor modifications to the utility system are required to allow the SGF to be interconnected consistent with safety, reliability, and power quality standards in this chapter, the utility shall, within 10 business days after the determination, forward an executable SGIA to the IC that requires the IC to pay the costs of such system modifications prior to interconnection.
4. If not, the interconnection request will be elevated to the Level 3 interconnection process.

Interconnection may occur when, as may be required under the applicable subdivision 1, 2, or 3 of this subsection, the SGIA is fully executed and returned to the utility, the IC has made required payments to the utility, and required modifications are complete. If subdivision 4 of this subsection is applicable, interconnection shall occur in accordance with the Level 3 interconnection process.

I. Small generating facilities of 500 kW or less. For an SGF of 500 kW or less, the requirements in this section shall be deemed satisfied when (i) an Interconnection Request Form as required under [20VAC5-314-40](#) B is properly completed and all of the certifications and acknowledgments required in Sections 5, 6, and 7 of the Interconnection Request Form are affixed, and (ii) the IC and the utility have exchanged appropriate written

commitments to effect the necessary installations and modifications to the SGF and the utility system. Such commitments shall follow the timing prescribed in this section.

#### Statutory Authority

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

#### Historical Notes

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

### 20VAC5-314-70. Level 3 interconnection process.

A. The Level 3 interconnection process shall be used by an IC proposing to interconnect an SGF with the utility system if the SGF does not pass or qualify for the Level 1 or Level 2 interconnection processes. As needed, a scoping meeting, feasibility study, system impact study, and facilities study shall precede the preparation of an SGIA (Schedule 10 of [20VAC5-314-170](#)). Any of the studies may be combined by mutual, written agreement of the parties along with payment of applicable interconnection study deposit, set forth in Schedule 6 of [20VAC5-314-170](#). Such agreement for a combined study shall, at a minimum, include milestones for completion. The combined study timeframes and fees shall not exceed the aggregate timeframes and fees of the individual studies as specified in this section. To maintain its position in the utility's interconnection queue, the IC must execute the agreement for combined study, return it to the utility, and pay the interconnection request study deposit set forth in Schedule 6 of [20VAC5-314-170](#) within 15 business days after receipt of the agreement. If the IC fails to return the executed agreement for combined study or make the full payment of the interconnection request study deposit within 15 business days after receipt of the agreement, the interconnection request shall be deemed withdrawn, and the interconnection request shall lose its place in the utility's interconnection queue.

#### B. Scoping meeting.

1. The purpose of the scoping meeting is to discuss the interconnection request and the utility's preliminary interdependency determination. The parties shall discuss the studies potentially required to safely and reliably interconnect the IC to the utility's system, including the cost responsibilities for the studies.
2. A scoping meeting shall be held no later than 10 business days after the Interconnection Request Form is deemed complete or as otherwise mutually agreed to in writing by the parties. The utility and the IC shall bring to the meeting all resources as may be reasonably required to accomplish the purpose of the meeting, such as system engineers and other personnel.
3. The scoping meeting may be omitted by mutual, written agreement of the parties.

#### C. Feasibility study.

1. If the parties agree that a feasibility study should be performed, the utility shall provide the IC with a Feasibility Study Agreement (Schedule 7 of [20VAC5-314-170](#)), including an outline of the scope of the feasibility study and an estimate of the cost to perform the study, no later than 10 business days after the scoping meeting or 10 business days after the decision is made to not have a scoping meeting and otherwise pursuant to subsection D of this section.

If the parties agree to not perform a feasibility study, the utility shall provide the IC a System Impact Study Agreement (Schedule 8 of [20VAC5-314-170](#)) including an outline of the scope of the study and an estimate of the cost to perform the study no later than 10 business days after the scoping meeting or five business days after the decision is made to not have a scoping meeting.

2. To maintain its position in the utility's interconnection queue, the IC must execute the Feasibility Study Agreement, return it to the utility, and pay the interconnection request study deposit set forth in Schedule 6 of [20VAC5-314-170](#) within 15 business days after receipt of the agreement. If the IC fails to return the executed Feasibility Study Agreement or make the full payment of the interconnection request study deposit

within 15 business days after receipt of the agreement, the interconnection request shall be deemed withdrawn and the interconnection request shall lose its place in the utility's interconnection queue.

3. A feasibility study shall identify any potential adverse system impacts that would result from the interconnection of the SGF.

4. Feasibility study costs will be deducted from the interconnection request study deposit pursuant to Schedule 7 of [20VAC5-314-170](#).

5. The feasibility study shall be based on the technical information provided by the IC in the Interconnection Request Form, as may be modified as the result of the scoping meeting. The utility reserves the right to request additional technical information from the IC 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. All modifications made to the interconnection request shall be made in writing to the utility. If the IC submits a modification to its interconnection request in writing and the utility determines the modification is not a material modification, the time to complete the feasibility study may be extended by mutual, written agreement of the parties.

6. In performing the feasibility study, the utility shall rely, to the extent reasonably practicable, on recent studies. The IC shall not be charged for such existing studies; however, the IC shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.

7. 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 SGF:

- a. Initial identification of any circuit breaker short circuit capability limits exceeded;
- b. Initial identification of any thermal overload or voltage limit violations;
- c. Initial review of grounding requirements and electric system protection; and
- d. Description and estimated cost of facilities and estimated construction time required to interconnect the SGF and to address the identified short circuit and power flow issues.

8. The feasibility study shall model the impact of the SGF for all purposes identified in the Interconnection Request Form in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the IC later changes the purpose for which the SGF is being installed.

9. The feasibility study shall include a determination of the feasibility of all potential points of interconnection for an SGF at the specified site as requested by the IC and shall be at the IC's cost.

10. A feasibility study report shall be prepared and transmitted to the IC within 30 business days of the utility's receipt of the complete executed Feasibility Study Agreement and required deposit.

11. If the feasibility study shows no potential for adverse system impacts, then within 10 business days of the completion of the study, the utility shall send the IC either an SGIA (Schedule 10 of [20VAC5-314-170](#)) or a Facilities Study Agreement (Schedule 9 of [20VAC5-314-170](#)), including an outline of the scope of the facilities study and an estimate of the cost to perform the study.

12. If the feasibility study shows potential for adverse system impacts, the review process shall proceed to the system impact study.

#### D. System impact study.

1. No later than 10 business days after the parties agree that a system impact study should be performed, the utility shall provide the IC a System Impact Study Agreement (Schedule 8 of [20VAC5-314-170](#)), including an outline of the scope of the system impact study and an estimate of the cost to perform the study.

2. To maintain its position in the utility's interconnection queue, the IC must execute the System Impact Study Agreement, return it to the utility, and if applicable, pay the interconnection request study deposit set forth in Schedule 6 of [20VAC5-314-170](#) within 15 business days after receipt of the agreement. If the IC fails to return the executed System Impact Study Agreement or make the full payment of the applicable interconnection request study deposit within 15 business days after receipt of the agreement, the interconnection request shall be deemed withdrawn, and the interconnection request shall lose its place in the utility's interconnection queue.
3. System impact study costs will be deducted from the interconnection request study deposit pursuant to Schedule 8 of [20VAC5-314-170](#).
4. A system impact study shall identify and detail the electric system impacts that would result if the SGF were interconnected without project modifications or electric system modifications, including addressing any adverse electric system impacts identified in the feasibility study or in the scoping meeting. A system impact study shall evaluate the impact of the proposed interconnection on the reliability of the electric system.
5. A system impact study will be based upon the results of the feasibility study, if applicable, and the technical information provided by the IC in the interconnection request. The utility reserves the right to request additional technical information from the IC as may reasonably become necessary consistent with Good Utility Practice during the course of the system impact study. If the IC modifies its designated point of interconnection or interconnection request or the technical information provided in the connection request, the time to complete the system impact study may be extended by written, mutual agreement.
6. A system impact study shall consist of a study of the potentially impacted transmission and distribution systems, a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, grounding reviews, distribution load flow study, analysis of equipment interrupting ratings, protection coordination study, communications study, and impacts on electric system operation, 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 and modifications that would be required as a result of the interconnection along with estimates of cost responsibility and time to construct. If arranged with the utility prior to the utility preparing the System Impact Study Agreement, the system impact study may, at the IC's cost, include one or more alternatives to the point of interconnection; however, such alternative points must be on the same distribution circuit as the point of interconnection the IC specified as the proposed point of interconnection and the SGF must be at the same site.
7. Affected systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All affected systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and the utility has 20 additional business days to complete a system impact study requiring review by affected systems.
8. If the utility uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required network upgrades, the system impact study shall consider all generating facilities, and with respect to clause iii of this subdivision, any identified upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced are (i) directly interconnected with the utility system or (ii) interconnected with affected systems and may have an impact on the proposed interconnection and (iii) have a pending higher queued interconnection request to interconnect with the utility system.
9. A system impact study, if required, shall be completed and the results transmitted to the IC within 45 business days after the System Impact Study Agreement is signed by the parties.

10. If the system impact study shows that facility modifications are needed to accommodate the SGF, then within 10 business days following transmittal of the system impact study report, the utility shall send the IC a Facilities Study Agreement (Schedule 9 of [20VAC5-314-170](#)), including an outline of the scope of the study and an estimate of the cost to perform the study.

E. Facilities study.

1. The facilities study shall specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to implement the conclusion of the feasibility impact study or system impact study and to allow the SGF to be interconnected and operate safely and reliably.

2. To maintain its position in the utility's interconnection queue, the IC must execute the Facilities Study Agreement and return it to the utility and, if applicable, pay the interconnection request study deposit set forth in Schedule 6 of [20VAC5-314-170](#) within 30 business days after receipt of the agreement, unless an extension has been agreed to in writing with the utility. Otherwise, the interconnection request shall be deemed withdrawn, and the interconnection request shall lose its place in the utility's interconnection queue.

3. Facilities study costs will be deducted from the interconnection request deposit pursuant to Schedule 9 of [20VAC5-314-170](#).

4. Design for any required customer's interconnection facilities, attachment facilities, or upgrades shall be performed under the facilities study. The utility may contract with consultants to perform activities required under the facilities study. The IC and the utility may agree in writing to allow the IC to separately arrange for the design of some of the customer's interconnection facilities. In such cases, facilities design will be reviewed or modified prior to acceptance by the utility, under the provisions of the facilities study. If the parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the utility shall make sufficient information available to the IC in accordance with confidentiality and critical infrastructure requirements, to permit the IC to obtain an independent design and cost estimate for any necessary facilities.

5. The facilities study shall identify (i) the electrical switching configuration of the equipment, including transformer, switchgear, meters, and other station equipment; (ii) the nature and estimated cost of the attachment facilities and distribution upgrades necessary to accomplish the interconnection; and (iii) an estimate of the time required to complete the construction and installation of such facilities.

6. The utility may propose to group facilities required for more than one IC in order to minimize facilities costs through economies of scale, but any IC may direct the utility to install those facilities required for only the IC's own SGF if it pays the costs of those facilities.

7. In cases where system upgrades are required, the utility shall transmit the facilities study report within 45 business days after receipt of the completed Facilities Study Agreement. In cases where no system upgrades are necessary and the required facilities are limited to the IC's interconnection facilities and attachment facilities only, the utility shall transmit the facilities study report within 30 business days after receipt of the completed Facilities Study Agreement.

F. Construction planning meeting.

1. Within 15 business days of receipt of the report for the final study (i.e., the facilities study or, if applicable, a combined study that satisfies all study requirements), the IC shall request a construction planning meeting where failure to comply shall result in the interconnection request being deemed withdrawn. The construction planning meeting request shall be in writing and shall include the IC's reasonably requested date for completion of the construction of the customer's interconnection facilities and upgrades.

2. The construction planning meeting shall be scheduled within 15 business days of the request from the IC as stated in subdivision F 1 of this section, or as otherwise mutually agreed to in writing by the parties.

3. The purpose of the construction planning meeting is to identify the tasks for each party and discuss and determine the milestones for the construction of the system upgrades and attachment facilities. Agreed upon milestones shall be specific as to scope of action, responsible party, and dates of deliverables and shall be recorded in the SGIA (see Schedule 10 of [20VAC5-314-170](#)) to be provided to the IC.

G. Small Generator Interconnection Agreement. No later than 10 business days after the construction planning meeting, the utility shall provide the IC an executable SGIA as set forth in [20VAC5-314-50](#) F (Schedule 10 of [20VAC5-314-170](#)).

**Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

**Historical Notes**

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

### 20VAC5-314-80. Interconnection metering.

Any metering, including telemetering, necessitated by the use of the SGF and any additional utility metering requested by the IC and agreed to in writing by the utility shall be provided by the utility at the IC's expense in accordance with commission requirements or the utility's specifications. The IC shall be responsible for the utility's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and telemetering equipment.

**Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

**Historical Notes**

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

### 20VAC5-314-90. Commissioning tests.

Commissioning tests of the IC's installed equipment shall be performed pursuant to applicable codes and standards, including IEEE 1547.1, Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems, 2005. The utility shall be given at least five business days written notice, or notice as otherwise mutually agreed to in writing by the parties, of the tests to be performed, and the utility shall be allowed to witness the commissioning tests. The utility shall not be compensated by the IC for witnessing commissioning tests.

**Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

**Historical Notes**

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

### 20VAC5-314-100. Disputes.

A. The parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this section.

B. In the event of a dispute, either party shall provide the other party with a written notice of dispute. The notice shall describe in detail the nature of the dispute. The parties shall make a good faith effort to resolve the dispute informally within 10 business days.

C. If the dispute has not been resolved within 10 business days after receipt of the notice, either party may seek resolution assistance from the Division of Public Utility Regulation where the matter will be handled as an informal complaint.

Alternatively, the parties may, upon mutual agreement, seek resolution through the assistance of a dispute resolution service. The dispute resolution service will assist the parties in either resolving the dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the parties in resolving their dispute. Each party shall conduct all negotiations in good faith and shall be responsible for one-half of any costs paid to neutral third parties.

D. If the dispute remains unresolved, either party may petition the commission to handle the dispute as a formal complaint or may exercise whatever rights and remedies it may have in equity or law.

#### **Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

#### **Historical Notes**

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

### **20VAC5-314-110. Confidential information.**

A. Confidential information shall mean any confidential or proprietary information provided by one party to the other party that is clearly marked or otherwise designated "Confidential." All design, operating specifications, and metering data provided by the IC shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such.

B. 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 an agreement between the parties. 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 that information, except to fulfill obligations under agreements between the parties, or to fulfill legal or regulatory requirements.

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.

2. Each party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this section 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.

C. Notwithstanding anything in this chapter to the contrary, if the commission, during the course of an investigation or otherwise, requests information from one of the parties that is otherwise required to be maintained in confidence, the party shall provide the requested information to the commission within the time provided for in the request for information. In providing the information to the commission, the party may request that the information be treated as confidential and nonpublic by the commission and that the information be withheld from public disclosure. Parties are prohibited from notifying the other party prior to the release of the confidential information to the commission. A party shall notify the other party when it is notified by the commission that a request to release confidential information has been received by the commission, at which time either party may respond to the commission before such information would be made public.

D. Once a project has been assigned a queue number in accordance with [20VAC5-314-38](#), the following information regarding the project shall not be deemed confidential:

1. Project IC company name;
2. Queue number;
3. Maximum generating capacity;
4. Location of the SGF; and
5. Date of the submission of the completed Interconnection Request Form.

**Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

**Historical Notes**

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

### 20VAC5-314-120. Equal treatment.

The utility shall receive, process, and analyze all interconnection requests in a timely manner as set forth in this chapter. The utility shall use the same reasonable efforts in processing and analyzing interconnection requests from all ICs, whether the SGF is owned or operated by the utility, its subsidiaries or affiliates, or others.

**Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

**Historical Notes**

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

### 20VAC5-314-130. Record retention and reporting requirements.

A. The utility shall maintain, subject to audit, records for three years of (i) all interconnection requests received pursuant to this chapter, (ii) the times required to complete interconnection request approvals and disapprovals, and (iii) justification for the actions taken on the interconnection requests.

B. Each utility shall annually, on or before January 31, submit a written report to the commission staff that includes the utility's small generating facilities queue and a listing of those facilities interconnected during the preceding calendar year. This report shall include the following data for each SGF:

1. Queue number.
2. The physical address or geographic coordinates (latitude and longitude) of the SGF.
3. Fuel type.
4. The capacity of the SGF, in terms of megawatts.
5. The substation and transformer to which the project will be interconnected.
6. The feeder or circuit to which the project will be interconnected.
7. The date of submission of final completed Interconnection Request Form.

8. Interdependency status (e.g., Project A or Project B).
9. Status of the request in the interconnection process (e.g., SGIA executed, connected, canceled).
10. The date of final completed signed SGIA.

**Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

**Historical Notes**

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

### 20VAC5-314-140. Coordination with affected systems.

The utility shall coordinate the conduct of any studies required to determine the impact of the SGF on affected systems with affected system operators and, if possible, include those results (if available) in its applicable interconnection studies within the timeframe specified in this chapter. The utility will include such affected system operators in all meetings held with the IC as required by this chapter. The IC shall cooperate with the utility in all matters related to the conduct of studies and the determination of modifications to affected systems. A utility that may be an affected system shall cooperate with the utility with which interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to affected systems. The utility owning or operating the system to which the IC desires to interconnect shall not be held responsible or liable for any delays in the interconnection process attributable to the lack of information or cooperation from the owners or operators of affected systems.

**Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

**Historical Notes**

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

### 20VAC5-314-150. Capacity of the small generating facility.

- A. If the interconnection request is for an increase in capacity for an existing SGF, the interconnection request shall be evaluated on the basis of the new total capacity of the SGF.
- B. If the interconnection request is for a facility that includes multiple energy production or storage devices at a site for which the IC seeks a single point of interconnection, the interconnection request shall be evaluated on the basis of the maximum generating capacity of the facility.
- C. The interconnection request shall be evaluated using the maximum capacity that the SGF is capable of injecting into the utility's electric system. However, if the maximum generating capacity that the SGF is capable of injecting into the utility's electric system is limited (e.g., through use of a control system, power relays, or other similar device settings or adjustments), then the IC must obtain the utility's agreement, with such agreement not to be unreasonably withheld, that the manner in which the IC proposes to implement such a limit will not adversely affect the safety and reliability of the utility's system. If the utility does not so agree, then the interconnection request must be withdrawn or revised to specify the maximum capacity that the SGF is capable of injecting into the utility's electric system without such limitations. Nothing in this section shall prevent a utility from considering an output higher than the limited output, if appropriate, when evaluating system protection impacts.

### Statutory Authority

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

### Historical Notes

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

## 20VAC5-314-160. Insurance, liability, and indemnification.

A. For an SGF with a rated capacity not exceeding 10 kW, the IC, at its own expense, shall secure and maintain in effect during the term of the agreement, liability insurance with a combined single limit for bodily injury and property damage of not less than \$100,000 for each occurrence.

For an SGF with a rated capacity exceeding 10 kW but not exceeding 500 kW, the IC, at its own expense, shall secure and maintain in effect during the term of the agreement, liability insurance with a combined single limit for bodily injury and property damage of not less than \$300,000 for each occurrence.

For an SGF with a rated capacity exceeding 500 kW, the IC, at its own expense, shall secure and maintain in effect during the term of the agreement, liability insurance with a combined single limit for bodily injury and property damage of not less than \$2 million for each occurrence.

An IC of sufficient creditworthiness, as determined by the utility, may propose to provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices, and such a proposal shall not be reasonably rejected.

B. Certificates of insurance evidencing the requisite coverage and provision shall be furnished to the utility prior to the date of interconnection of the SGF, as required by the utility. The utility shall be permitted to periodically obtain proof of current insurance coverage from the IC in order to verify continuing proper liability insurance coverage. The utility reserves the right to refuse to commence or continue interconnected operations unless evidence is provided that required insurance coverage is in effect at all times.

C. Utility and IC liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney fees, relating to or arising from any act or omission pursuant to this chapter 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, incidental, consequential, or punitive damages of any kind.

D. The utility and the IC shall at all times indemnify, defend, and save the other party harmless from any damages; losses; claims, including claims and actions relating to injury 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 inaction of its obligations pursuant to this chapter on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified party.

### Statutory Authority

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

### Historical Notes

Derived from Virginia Register [Volume 25, Issue 20](#), eff. May 21, 2009; amended, Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

## 20VAC5-314-165. Assignment; sale of an existing or proposed SGF.

- A. At any time after an interconnection request has been submitted by the IC, the IC shall notify the utility of the pending sale of an existing or proposed SGF in writing. The IC shall provide the utility with information regarding whether the sale is a change of ownership of the SGF to a new legal entity or a change of control of the existing legal entity.
- B. The IC shall promptly notify the utility of the final date of sale and transfer date of ownership in writing. The purchaser of the SGF shall confirm to the utility the final date of sale and transfer date of ownership in writing.
- C. The interconnection agreement shall not survive the transfer of ownership of the SGF to a new legal entity owner. The new owner shall submit a new interconnection request along with a processing fee of \$500 to the utility within 20 business days of the transfer of ownership. Where the IC has not executed an interconnection agreement, the utility may continue to study the IC under a pre-existing study agreement or may require the new owner to execute a new study agreement, though under either scenario the new owner would retain the existing queue position. Where an interconnection agreement has been executed and the SGF has been constructed, the utility shall not study or inspect the SGF unless the new owner's interconnection request indicates that a material modification has occurred or is proposed.
- D. The interconnection agreement shall survive a change of control of the SGF's legal entity owner, where only the contact information in a study agreement or in the interconnection agreement must be modified. The new owner shall submit a new interconnection request along with a processing fee of \$500 to the utility within 20 business days of the change of control and provide the new contact information. Where the IC has not executed an interconnection agreement, the utility may continue to study the IC under a pre-existing study agreement or may require the new owner to execute a new study agreement, though under either scenario the new owner would retain the existing queue position. Where an interconnection agreement has been executed and the SGF has been constructed, the utility shall not study or inspect the SGF unless the new owner's interconnection request indicates that a material modification has occurred or is proposed.
- E. The IC shall have the right to assign the interconnection agreement, without the consent of the utility, for collateral security purposes to aid in providing financing for the SGF, provided that the IC will promptly notify the utility of any such assignment. Assignment shall not relieve a party of its obligations, nor shall a party's obligations be enlarged, in whole or in part, by reason thereof.
- F. Any attempted assignment that violates this section is void and ineffective.

#### **Statutory Authority**

§§ [12.1-13](#) and [56-578](#) of the Code of Virginia.

#### **Historical Notes**

Derived from Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

## **20VAC5-314-170. Schedules for Chapter 314.**

The following schedules shall be used in the administration of this chapter.

### **Schedule 1**

#### **Glossary of Terms**

The following terms shall have the following meanings and apply to Schedules 2 through 9 of [20VAC5-314-170](#):

"Affected system" means an electric utility system other than that of the utility that may be affected by the proposed interconnection.

"Applicable laws and regulations" means all duly promulgated applicable federal, state, and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders; permits; and other duly authorized actions of any governmental authority.

"Attachment facilities" means the facilities and equipment owned, operated, and maintained by the utility that are built new in order to physically connect the customer's interconnection facilities to the utility system. Attachment facilities shall not include distribution upgrades or previously existing distribution and transmission facilities.

"Business day" means Monday through Friday, excluding state holidays.

"Calendar day" means Sunday through Saturday, including all holidays.

"Commission" means the Virginia State Corporation Commission.

"Customer's interconnection facilities" means all of the facilities and equipment owned, operated, and maintained by the interconnection customer, between the small generating facility and the point of interconnection necessary to physically and electrically interconnect the small generating facility to the utility system.

"Distribution system" means the utility's facilities and equipment generally delivering electricity to ultimate customers from substations supplied by higher voltages (usually at transmission level). For purposes of Schedules 2 through 9 of [20VAC5-314-170](#), all portions of the utility's transmission system regulated by the commission for which interconnections are not within Federal Energy Regulatory Commission jurisdiction are considered also to be subject to the Regulations Governing Interconnection of Small Electrical Generators ([20VAC5-314](#)).

"Distribution upgrades" means the additions, modifications, and enhancements made to the utility's distribution system on the utility's side of the point of interconnection necessary to ensure continued system reliability and power quality on the utility's distribution system caused by the interconnection of the small generating facility. Distribution upgrades do not include the network upgrades or the customer's interconnection facilities or the utility's attachment facilities.

"Facilities study" has the meaning ascribed to it in [20VAC5-314-70 E](#).

"Feasibility study" has the meaning ascribed to it in [20VAC5-314-70 C](#).

"Good Utility Practice" means 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 that, 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 include practices, methods, or acts generally accepted in the region.

"Governmental authority" means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision or legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the parties, their respective facilities, or the respective services they provide and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; "governmental authority" does not include the interconnection customer, the utility, or any affiliate thereof.

"Interconnection customer" or "IC" means any entity proposing to interconnect a new small generating facility with the utility system.

"Interconnection request" means the interconnection customer's request, in accordance with the Regulations Governing Interconnection of Small Electric Generators ([20VAC5-314](#)), 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 the utility system.

"Interdependent customer" or "interdependent project" means an interconnection customer or interconnection project whose upgrades to the utility system or attachment facilities are impacted by another earlier-queued generating facility as determined by the utility.

"Material modification" has the meaning ascribed to it in [20VAC5-314-39](#).

"Maximum generating capacity" means the maximum continuous electrical output of the small generating facility at any time as measured at the point of interconnection or the maximum kilowatts delivered to the utility during any metering period, whichever is greater. Requested maximum generating capacity will be specified by the IC in the interconnection request, and an approved maximum generating capacity will subsequently be included as a limitation in the interconnection agreement.

"Network upgrades" means additions, modifications, and upgrades to the utility's transmission system required to accommodate the interconnection with the small generating facility to the utility's system. Network upgrades do not include distribution upgrades.

"Party" means the utility or the interconnection customer.

"Point of interconnection" means the point where the customer's interconnection facilities connect physically and electrically with the utility's system.

"Processing fee" means a nonrefundable cost to administer or file an application.

"Queue number" refers to the number assigned by the utility that establishes a customer's interconnection request position in the study queue relative to all other valid interconnection requests. A lower queue number will be studied prior to a higher queue number, except in the case of interdependent projects. The queue number of each interconnection request shall be used to determine the cost responsibility for the upgrades necessary to accommodate the proposed interconnection.

"Small generating facility" or "SGF" means the interconnection customer's equipment used for the production of electricity, as identified in the interconnection request.

"System" or "utility system" means the distribution and transmission facilities owned, controlled, or operated by the utility that are used to deliver electricity.

"System impact study" has the meaning ascribed to it in [20VAC5-314-70 D](#).

"Transmission system" means the utility's facilities and equipment delivering electric energy to the distribution system, such facilities being operated at voltage levels above the utility's typical distribution system voltage levels.

"Utility" means the public utility company subject to regulation by the commission pursuant to Chapter 10 (§ [56-232](#) et seq.) of Title 56 of the Code of Virginia with regard to rates or service quality, to whose system the interconnection customer proposes to interconnect a small generating facility.

## **Schedule 2**

### **Certification of Small Generator Equipment Packages**

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 (i) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced in this Schedule 2 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 SGIP Schedule 3 of [20VAC5-314-170](#); (ii) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application; and (iii) 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.

The interconnection customer must verify that the intended use of the equipment falls within the uses for which the equipment was tested, labeled, and listed by the NRTL.

Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing in this Schedule 2 shall preclude the need for an on-site commissioning test by the parties to the interconnection nor follow up production testing by the NRTL.

If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an IC must 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.

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, no further design review, testing, or additional equipment on the customer side of the point of interconnection shall be required to meet the requirements of this interconnection procedure.

An equipment package does not include equipment provided by the utility.

### **Schedule 3**

#### **Certification Codes and Standards**

Attachment 3 of the FERC Small Generator Interconnection Procedures (SGIP) in 70 FR 34189 (June 13, 2005):

IEEE Std 1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE Std 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 (2005), 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

**Schedule 4**

**GENERATING FACILITY PREAPPLICATION REPORT REQUEST FORM**

Preamble and Instructions

An interconnection customer who requests a preapplication report must submit this preapplication report request by hand delivery, mail, email, or fax to the utility along with the nonrefundable fee of \$500.

DISCLAIMER: Be aware that this preapplication report is simply a snapshot in time and is nonbinding. System conditions can and do change frequently.

Check here if payment is enclosed. Fee is required for application to be considered complete.

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

Interconnection Customer Name (print): \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Daytime): \_\_\_\_\_

Email Address: \_\_\_\_\_

Alternative Contact Information (e.g., system installation contractor or coordinating company)

Name (print): \_\_\_\_\_

Role: \_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Daytime): \_\_\_\_\_

Email Address: \_\_\_\_\_

Facility Information:

1. Proposed facility location

Address (or cross-roads): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Site map provided (Google, MapQuest, etc.)

Grid coordinates - Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

Pole or tower number if available: \_\_\_\_\_

2. Primary energy source

**Choose one:**

| Renewable   | Nonrenewable   |
|---|--|
| <input type="checkbox"/> Solar – Photovoltaic             |  |
| <input type="checkbox"/> Solar – Thermal                  |  |
| <input type="checkbox"/> Biomass – Landfill Gas           |  |
| <input type="checkbox"/> Biomass – Manure Digester Gas    |  |
| <input type="checkbox"/> Biomass – Directed Biogas        |  |
| <input type="checkbox"/> Biomass – Solid Waste            |  |
| <input type="checkbox"/> Biomass – Sewage Digester Gas    |  |
| <input type="checkbox"/> Biomass – Wood                   |  |
| <input type="checkbox"/> Biomass – Other (please specify) |  |
| <input type="checkbox"/> Hydro Power – Run of River       |  |
| <input type="checkbox"/> Hydro Power – Storage            |  |
| <input type="checkbox"/> Hydro Power – Tidal              | <input type="checkbox"/> Fossil Fuel – Diesel                  |
| <input type="checkbox"/> Hydro Power – Wave               | <input type="checkbox"/> Fossil Fuel – Natural Gas (not waste) |
| <input type="checkbox"/> Wind                             | <input type="checkbox"/> Fossil Fuel – Oil                     |
| <input type="checkbox"/> Geothermal                       | <input type="checkbox"/> Fossil Fuel – Coal                    |
| <input type="checkbox"/> Battery                          | <input type="checkbox"/> Fossil Fuel – Other (please specify)  |
| <input type="checkbox"/> Other (please specify)           | <input type="checkbox"/> Other (please specify)                |

3. Prime mover

**Choose one:**

|  |  |
|--|--|
| <input type="checkbox"/> Photovoltaic (PV) | <input type="checkbox"/> Steam Turbine |
|--|--|

|   |  |
|---|--|
| <input type="checkbox"/> Fuel Cell            | <input type="checkbox"/> Micro-Turbine   |
| <input type="checkbox"/> Reciprocating Engine | <input type="checkbox"/> Other, Including Combined Heat and Power (please specify) |
| <input type="checkbox"/> Gas Turbine          |  |

4. Type of generator

**Choose one:**

|   |  |
|---|--|
| <input type="checkbox"/> Inverter-Based Machine |  |
| <input type="checkbox"/> Induction              |  |
| <input type="checkbox"/> Synchronous            |  |
| <input type="checkbox"/> Other (please specify) |  |

5. Generator/Storage Nameplate Capacity: \_\_\_\_\_ kW

Maximum Generating Capacity requested: \_\_\_\_\_ kW<sub>AC</sub>

(The maximum continuous electrical output of the generating facility at any time at a power factor of approximately unity as measured at the point of interconnection and the maximum kW delivered to the utility during any metering period.)

Storage Nameplate Energy: \_\_\_\_\_ kWh

6. Generator configuration:  Single-phase  Three-phase

7. Interconnection configuration

- New generation
- Stand-alone
- Addition to existing commercial or industrial customer's delivery

Customer's electric utility account number: \_\_\_\_\_

Customer's electric meter number: \_\_\_\_\_

Is Customer's kW load going to increase or decrease?

- No
- Yes, Details,

\_\_\_\_\_  
Proposed point of interconnection on customer-side of utility meter  
\_\_\_\_\_

**\*\*OR\*\***

- Addition to existing generation
- Stand-alone
- Addition to existing commercial or industrial customer's delivery

Customer's electric utility account number:

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Customer's electric meter number:

---

Is Customer's kW load going to increase or decrease?

No

Yes, Details, \_\_\_\_\_

Type of existing generation: \_\_\_\_\_

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Size of existing generation: \_\_\_\_\_ kW<sub>AC</sub>

Proposed point of interconnection on customer-side of utility meter

Additional comments

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## Schedule 5

### LEVEL 1 INTERCONNECTION REQUEST FORM FOR SMALL GENERATING FACILITY NOT EXCEEDING 500 kW

PURSUANT TO [20VAC5-314-40](#), APPLICANT HEREBY GIVES NOTICE OF INTENT TO OPERATE A GENERATING FACILITY.

#### Section 1. Interconnection Customer Information

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

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Utility: \_\_\_\_\_

Utility Account Number: \_\_\_\_\_

Competitive Service Provider: \_\_\_\_\_

CSP Account Number: \_\_\_\_\_

Proposed Interconnection Date: \_\_\_\_\_

This Interconnection Request Form is considered complete when the IC provides all applicable and correct information required in this Schedule 5 and complies with the processing fee in Section 2 of this Schedule.

An IC who requests a commission jurisdictional interconnection must submit this Interconnection Request Form by hand delivery, mail, email, or fax to the utility.

## Section 2. Processing Fee

The nonrefundable processing fee payable to the utility is \$100.

## Section 3. Small Generating Facility Information

SGF Owner: \_\_\_\_\_

SGF Operator: \_\_\_\_\_

Business Relationship to Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

SGF Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Fuel Type: \_\_\_\_\_

Generator Manufacturer and Model: \_\_\_\_\_

Rated Capacity in Kilowatts: AC: \_\_\_\_\_ DC: \_\_\_\_\_

Inverter Manufacturer and Model: \_\_\_\_\_

Battery Backup: Yes \_\_\_\_\_ No \_\_\_\_\_

Facility schematic and equipment layout must be attached to this form.

If not available prior to the completion of the Interconnection Request Form, the IC must provide an address for SGF that has been issued conforming to the 911 emergency response group for the area to the utility within 15 business days of issuance.

## Section 4. Information for Generators with an AC Capacity in Excess of 25 kW

Is the proposed generator inverter based? Yes \_\_\_\_\_ No \_\_\_\_\_

Generator Type: Inverter                      Induction                      Synchronous

Frequency: \_\_\_\_\_ Hz; Number of Phases: One \_\_\_\_\_ Three \_\_\_\_\_

Rated Capacity: DC \_\_\_\_\_ kW; AC Apparent \_\_\_\_\_ kVA; AC Real \_\_\_\_\_ kW;

Power Factor \_\_\_\_\_%; AC Voltage \_\_\_\_\_; AC Amperage \_\_\_\_\_

Facility schematic and equipment layout must be attached to this form.

## Section 5. Site Control

Enclose a copy of the site control documentation. Any information appearing in public records may not be labeled confidential. (Confidential information is discussed in [20VAC5-314-110.](#)) Site control may be demonstrated through:

1. Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the SGF;
2. An option to purchase or acquire a leasehold interest in a site for such purpose;
3. An exclusive or other business relationship between the IC and the entity having the right to sell, lease, or grant the IC the right to possess or occupy a site for such purpose; or
4. An existing permanent service metered account with the utility at the site and in the name of the IC.

### **Section 6. Vendor Certification**

The SGF equipment is listed by Underwriters Laboratories to be in compliance with UL1741.

Signed (Vendor): \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Company: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

### **Section 7. Electrician Certification**

The generator equipment has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code.

Signed (Licensed Electrician): \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

License Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

### **Section 8. Applicant Signature**

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

Signature of Applicant: \_\_\_\_\_

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

### **Section 9. Utility Acknowledgment of Receipt**

Signed: \_\_\_\_\_

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

Utility: \_\_\_\_\_

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

Utility signature signifies only receipt of this form, in compliance with [20VAC5-314-40](#).

### **Schedule 6**

## **LEVELS 2 AND 3 INTERCONNECTION REQUEST FORM FOR SMALL GENERATING FACILITY**

## Section 1. Interconnection Customer Information

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

Contact person: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Alternative contact information

Contact Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Application is for: New Small Generating Facility \_\_\_\_\_ Capacity addition \_\_\_\_\_

If capacity addition to existing facility, please describe:

\_\_\_\_\_

The Small Generating Facility will supply: Interconnection Customer \_\_ Others \_\_

Point of Interconnection: \_\_\_\_\_

Interconnection Customer's requested in-service date: \_\_\_\_\_

This Interconnection Request Form is considered complete when the Interconnection Customer provides all applicable and correct information required in this Schedule 6 and complies with the processing fee in Section 2 of this Schedule.

An Interconnection Customer who requests a commission jurisdictional interconnection must submit this Interconnection Request Form by hand delivery, mail, email, or fax to the utility.

Request for:

Level 2 Process \_\_\_\_\_

Level 3 Process \_\_\_\_\_

Standby Generator / Closed Transition \_\_\_\_\_

## Section 2. Processing Fee and Deposit

If the interconnection request is submitted as Level 2, the nonrefundable processing fee payable to the utility is \$1,000.

If the interconnection request is submitted as Level 3, the IC shall submit to the utility a nonrefundable processing fee of \$1,000. Upon being designated by the Utility as a Project A or if the IC elects to proceed with the Project B, Level 3 Interconnection Customers shall also be obligated to submit an interconnection request study deposit of \$10,000 plus \$1.00 per kW<sub>AC</sub>.

An IC transferring from the Level 1 process shall pay the nonrefundable processing fee of \$1,000 minus any previously paid Level 1 processing fee.

An IC transferring from the Level 2 to the Level 3 process shall not be required to pay an additional \$1,000 processing fee.

If the SGF is a standby generating facility, the interconnection request shall be designated a Project A and the IC shall be obligated to submit an interconnection request study deposit of \$5,000 in conjunction with the initial study agreement as provided for in [20VAC5-314-38](#) and [20VAC5-314-70](#).

If the interconnection request is submitted solely due to a transfer of ownership or change of control of the SGF, the nonrefundable processing fee is \$500.

### **Section 3. Small Generating Facility Information**

Data apply only to the small generating facility, not the interconnection facilities.

SGF Location (if different from information listed in Section 1 of this Schedule):

Site Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Utility and Account Number: \_\_\_\_\_

Energy Service Provider and Account Number: \_\_\_\_\_

If not available prior to the completion of the Interconnection Request Form, the Interconnection Customer must provide an address for SGF that has been issued conforming to the 911 emergency response group for the area to the utility within 15 business days of issuance.

Primary energy source

**Choose one:**

|                  |                     |
|------------------|---------------------|
| <b>Renewable</b> | <b>Nonrenewable</b> |
|------------------|---------------------|

|   |  |
|---|--|
| <input type="checkbox"/> Solar – Photovoltaic<br><input type="checkbox"/> Solar – Thermal<br><input type="checkbox"/> Biomass – Landfill Gas<br><input type="checkbox"/> Biomass – Manure Digester Gas<br><input type="checkbox"/> Biomass – Directed Biogas<br><input type="checkbox"/> Biomass – Solid Waste<br><input type="checkbox"/> Biomass – Sewage Digester Gas<br><input type="checkbox"/> Biomass – Wood<br><input type="checkbox"/> Biomass – Other (please specify)<br><input type="checkbox"/> Hydro Power – Run of River<br><input type="checkbox"/> Hydro Power – Storage<br><input type="checkbox"/> Hydro Power – Tidal<br><input type="checkbox"/> Hydro Power – Wave<br><input type="checkbox"/> Wind<br><input type="checkbox"/> Geothermal<br><input type="checkbox"/> Battery<br><input type="checkbox"/> Other (please specify) | <input type="checkbox"/> Fossil Fuel – Diesel<br><input type="checkbox"/> Fossil Fuel – Natural Gas (not waste)<br><input type="checkbox"/> Fossil Fuel – Oil<br><input type="checkbox"/> Fossil Fuel – Coal<br><input type="checkbox"/> Fossil Fuel – Other (please specify)<br><input type="checkbox"/> Other (please specify) |
|---|--|

Prime mover

**Choose one:**

|   |  |
|---|--|
| <input type="checkbox"/> Photovoltaic (PV)<br><input type="checkbox"/> Fuel Cell<br><input type="checkbox"/> Reciprocating Engine<br><input type="checkbox"/> Gas Turbine | <input type="checkbox"/> Steam Turbine<br><input type="checkbox"/> Micro-Turbine<br><input type="checkbox"/> Other, including Combined Heat and Power (please specify) |
|---|--|

Type of generator

**Choose one:**

|  |  |
|--|--|
| <input type="checkbox"/> Inverter-Based Machine<br><input type="checkbox"/> Induction<br><input type="checkbox"/> Synchronous<br><input type="checkbox"/> Other (please specify) |  |
|--|--|

Additional comments

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Is the SGF located in utility's service area?

Yes \_\_\_\_ No \_\_\_\_ If No, please provide name of local provider: \_\_\_\_\_

Generator nameplate rating: \_\_\_\_\_ kW \_\_\_ Generator nameplate kVAR: \_\_\_\_\_

Interconnection customer or customer-site load: \_\_\_\_\_ kW

Typical reactive load: \_\_\_\_\_

Maximum generating capacity requested: \_\_\_\_\_ kW<sub>AC</sub>

List components of the small generating facility equipment package that are currently certified:

Equipment Certifying Entity

- |          |          |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |
| 4. _____ | 4. _____ |
| 5. _____ | 5. _____ |

Is the prime mover compatible with the certified protective relay package?

Yes \_\_\_ No \_\_\_

Generator (or solar collector)

Manufacturer, Model Name, and Number: \_\_\_\_\_

Version Number: \_\_\_\_\_

Nameplate Output Power Rating in kW: (Summer) \_\_\_\_\_ (Winter) \_\_\_\_\_

Nameplate Output Power Rating in kVA: (Summer) \_\_\_\_\_ (Winter) \_\_\_\_\_

Individual Generator Power Factor

Rated Power Factor: Leading: \_\_\_\_\_ Lagging: \_\_\_\_\_

Total number of generators in wind farm to be interconnected pursuant to this interconnection request:

Elevation: \_\_\_\_\_ Single Phase \_\_\_ Three Phase \_\_\_

Inverter Manufacturer, Model Name, and Number: \_\_\_\_\_

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): \_\_\_\_\_

$I^2t$  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 In Vars (No Load): \_\_\_\_\_

Reactive Power Required In Vars (Full Load): \_\_\_\_\_

Total Rotating Inertia, H: \_\_\_\_\_ Per Unit on kVA base

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.

#### Section 4. Customer's Interconnection Facilities Information

Will a transformer be used between the generator and the point of interconnection?

Yes \_\_\_ No \_\_\_

Will the transformer be provided by the IC? Yes \_\_\_ No \_\_\_

Transformer Data (If applicable, for IC-owned transformer):

Is the transformer: Single Phase \_\_\_ Three Phase \_\_\_ Size: kVA \_\_\_

Transformer Impedance: \_\_\_ % on \_\_\_ kVA base

If Three Phase:

Transformer Primary: \_\_\_ Volts \_\_\_ Delta \_\_\_ Wye \_\_\_ Wye Grounded

Transformer Secondary: \_\_\_ Volts \_\_\_ Delta \_\_\_ Wye \_\_\_ Wye Grounded

Transformer Tertiary: \_\_\_ Volts \_\_\_ Delta \_\_\_ Wye \_\_\_ Wye Grounded

Transformer Fuse Data (if applicable, for IC-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:

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_

Model No. \_\_\_\_\_ Firmware ID: \_\_\_\_\_ Instruction Book No. \_\_\_\_\_

List of functions and adjustable setpoints for the protective equipment or software:

Setpoint Function Minimum Maximum

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

If Discrete Components:

(Enclose copy of any proposed time-overcurrent coordination curves.)

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ 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: \_\_\_\_\_

### **Section 5. General Information**

Enclose a copy of the site electrical one-line diagram showing the configuration of the small generating facility equipment, current and potential circuits, and protection and control schemes.

Enclose a copy of any site documentation that indicates the precise physical location of the proposed SGF (e.g., United States Geological Survey topographic map or other diagram or documentation).

Describe the proposed location of the protective interface equipment on the property: \_\_\_\_\_

Enclose a copy of any site documentation that describes and details the operation of the protection and control schemes. Is available documentation enclosed? Yes \_\_\_ No \_\_\_

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm or monitoring circuits (if applicable).

Are schematic drawings enclosed? Yes \_\_\_ No \_\_\_

### **Section 6. Site Control**

Enclose a copy of the site control documentation. Any information appearing in public records may not be labeled confidential. (Confidential information is discussed in [20VAC5-314-110](#).) Site control may be demonstrated through:

1. Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the SGF;
2. An option to purchase or acquire a leasehold interest in a site for such purpose;
3. An exclusive or other business relationship between the IC and the entity having the right to sell, lease, or grant the IC the right to possess or occupy a site for such purpose; or
4. An existing permanent service metered account with the utility at the site and in the name of the IC.

### **Section 7. Interconnection Customer Signature**

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

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

### **Section 8. Utility Acknowledgment of Receipt**

Signed: \_\_\_\_\_

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

Utility: \_\_\_\_\_

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

Utility signature signifies only receipt of this form, in compliance with [20VAC5-314-50](#).

## **Schedule 7**

# **LEVEL 3 FEASIBILITY STUDY AGREEMENT FOR SMALL GENERATING FACILITIES**

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 \_\_\_\_\_, ("Interconnection Customer,") and \_\_\_\_\_, a \_\_\_\_\_ existing under the laws of the state of \_\_\_\_\_, ("Utility"). Interconnection Customer and Utility each may be referred to as a "Party" or collectively as the "Parties."

## **RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop an SGF or generating capacity addition to an existing SGF consistent with the interconnection request completed by Interconnection Customer on \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer desires to interconnect the SGF with the Utility's system; and

**WHEREAS**, Interconnection Customer has requested the Utility to perform a feasibility study to assess the feasibility of interconnecting the proposed SGF with the Utility's system, and of any affected systems;

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

1.0 The terms defined in Schedule 1 of [20VAC5-314-170](#) shall apply to this Schedule 7 of [20VAC 5-314-170](#).

2.0 The Interconnection Customer elects and the Utility shall cause to be performed an interconnection feasibility study consistent with the standard small generator interconnection procedures.

3.0 The scope of the feasibility study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 Feasibility study costs will be deducted from the interconnection request study deposit, as set forth in Schedule 6 of [20VAC5-314-170](#).

4.1 Study cost shall be the Utility's actual incremental costs and will be invoiced to the Interconnection Customer no later than 60 business days after the study is completed and delivered and will include a summary of professional time. Actual study costs may be reconciled during the final accounting process described in Article 6 of the Interconnection Agreement, as applicable.

4.2 The Interconnection Customer shall pay any study costs that exceed the deposit within 20 business days after receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund the excess within 20 business days of the invoice without interest unless additional studies are required.

5.0 The feasibility study shall be based on the technical information provided by the Interconnection Customer in the interconnection request, as may be modified as the result of the scoping meeting. The Utility reserves the right to request additional technical information from the Interconnection 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 the information requested by the Utility is not provided by the Interconnection Customer within a reasonable timeframe to be identified by the Utility in writing, the Utility shall provide the Interconnection Customer written notice providing an opportunity to cure such failure by the close of business on the 10th business day following the posted date of such notice, where failure to provide the information requested within this period

shall result in the study being terminated and the interconnection request being deemed withdrawn. The period of time for the Utility to complete the feasibility study shall be tolled during any period that the Utility has requested information in writing from the Interconnection Customer necessary to complete the study and such request is outstanding.

6.0 In performing the study, the Utility shall rely, to the extent reasonably practicable, on recent studies. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection 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.

7.0 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 SGF as proposed:

7.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

7.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;

7.3 Initial review of grounding requirements and electric system protection; and

7.4 Description and nonbinding estimated cost of facilities required to interconnect the proposed SGF and to address the identified short circuit and power flow issues.

8.0 The feasibility study shall model the impact of the SGF for all purposes identified in the Interconnection Request Form in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the SGF is being installed.

9.0 The study shall include the feasibility of all potential points of interconnection as requested by the Interconnection Customer and at the Interconnection Customer's cost.

10.0 A feasibility study report shall be prepared and transmitted to the Interconnection Customer within 30 business days of the Utility's receipt of the complete executed feasibility study agreement and required deposit.

11.0 If the feasibility study shows no potential for adverse system impacts, then within 10 business days, the Utility shall send the Interconnection Customer either an executable Small Generator Interconnection Agreement (Schedule 10 of [20VAC5-314-170](#)) or a Facilities Study Agreement, including an outline of the scope of the study.

12.0 If the feasibility study shows potential for adverse system impacts, the review process shall proceed to the system impact study.

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 Commonwealth of Virginia, 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 written instrument duly executed by both Parties.

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 in this Agreement 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 duty 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 an Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

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

18.0 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.

19.0 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.

20.0 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 or other governmental authority, (i) such portion or provision shall be deemed separate and independent, (ii) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (iii) the remainder of this Agreement shall remain in full force and effect.

21.0 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; however, 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.

21.1 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 that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection 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.

21.2 The obligations under this Section 21.0 of this Agreement will not be limited in any way by any limitation of subcontractor's insurance.

22.0 Reservation of rights. The Utility shall have the right to make a unilateral filing with the State Corporation Commission to modify this Agreement with respect to any rates, terms, and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing

with the State Corporation Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the State Corporation Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided in this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year of this Agreement.

(Insert name of Utility) (Insert name of Interconnection Customer)

\_\_\_\_\_  
Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Name (Printed): Name (Printed):  
\_\_\_\_\_

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

**Attachment A to Schedule 7  
Feasibility Study Agreement  
Assumptions Used in Conducting the Feasibility Study**

The feasibility study will 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.

Questions 1 and 2 are to be completed by the Interconnection Customer. Any other assumptions are to be provided by the Interconnection Customer and the Utility.

\_\_\_\_\_  
\_\_\_\_\_  
**Schedule 8  
LEVEL 3 SYSTEM IMPACT STUDY AGREEMENT FOR SMALL GENERATING FACILITIES**

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 \_\_\_\_\_, ("Interconnection Customer,"  
and \_\_\_\_\_, a \_\_\_\_\_ existing under the laws of the  
state of \_\_\_\_\_, ("Utility"). Interconnection Customer and Utility each may be referred to as a "Party," or  
collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Interconnection Customer is proposing to develop an SGF or generating capacity addition to an existing SGF consistent with the interconnection request completed by the Interconnection Customer on \_\_\_\_\_; and

**WHEREAS**, the Interconnection Customer desires to interconnect the SGF with the Utility's system; and

**WHEREAS**, the Utility has completed a feasibility study and provided the results of said study to the Interconnection Customer (This recital to be omitted if the Parties have agreed to forgo the feasibility study.); and

**WHEREAS**, the Interconnection Customer has requested the Utility to perform a system impact study to assess the impact of interconnecting the SGF with the Utility's system, and of any affected systems;

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

1.0 The terms defined in Schedule 1 of [20VAC5-314-170](#) shall apply to this Schedule 8 of [20VAC 5-314-170](#).

2.0 The Interconnection Customer elects and the Utility shall cause to be performed a system impact study consistent with the standard small generator interconnection procedures.

3.0 System impact study costs will be deducted from the interconnection request study deposit as set forth in Schedule 6 of [20VAC5-314-170](#).

3.1 Study cost shall be the Utility's actual incremental costs and will be invoiced to the Interconnection Customer no later than 60 business days after the study is completed and delivered and will include a summary of professional time. Actual study costs may be reconciled during the final accounting process described in Article 6 of the Interconnection Agreement, as applicable.

3.2 The Interconnection Customer shall pay any study costs that exceed the deposit within 20 business days after receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund the excess within 20 business days of the invoice without interest unless additional studies are required.

4.0 A system impact study shall identify and detail the electric system impacts that would result if the SGF were interconnected without project modifications or electric system modifications, focusing on the adverse electric system impacts identified in the feasibility study or in the scoping meeting. A system impact study shall evaluate the impact of the proposed interconnection on the reliability of the electric system.

5.0 A system impact study will be based upon the results of the feasibility study and the technical information provided by Interconnection Customer in the interconnection request. The Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the system impact study. If the information requested by the Utility is not provided by the Interconnection Customer within a reasonable timeframe to be identified by the Utility in writing, the Utility shall provide the Interconnection Customer written notice providing an opportunity to cure such failure by the close of business on the 10th business day following the posted date of such notice, where failure to provide the information requested within this period shall result in the study being terminated, and the interconnection request being deemed withdrawn. The period of time for the Utility to complete the system impact study shall be tolled during any period that the Utility has requested information in writing from the Interconnection Customer necessary to complete the study and such request is outstanding.

6.0 A system impact study shall consist of a study of the potentially impacted transmission and distribution systems, a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, grounding reviews, distribution load flow study, analysis of equipment interrupting ratings, protection coordination study, and impacts on electric system operation, 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 and modifications that would be required as a result of the interconnection along with estimates of cost responsibility and time to construct. If arranged with the Utility prior to the Utility preparing the system impact study agreement, the system impact study may, at the Interconnection Customer's cost, include one or more alternatives to the

point of interconnection; however, such alternative points must be on the same distribution circuit as the point of interconnection the Interconnection Customer specified as the proposed point of interconnection.

7.0 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 the Utility has 20 additional business days to complete a system impact study requiring review by affected systems.

8.0 If the Utility uses a queuing procedure for sorting or prioritizing projects and associated cost responsibilities for any required network upgrades, the system impact study shall consider all generating facilities (and with respect to Section 8.3 of this Agreement, any identified upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced:

8.1 Are directly interconnected with the Utility's system; or

8.2 Are interconnected with affected systems and may have an impact on the proposed interconnection; and

8.3 Have a pending higher queued interconnection request to interconnect with the Utility's system.

9.0 A system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 45 business days after this Agreement is signed by the Parties or in accordance with the Utility's queuing procedures.

10.0 If the system impact study shows that facility modifications are needed to accommodate the SGF, then within 10 business days following transmittal of the system impact study report, the Utility shall send the Interconnection Customer a Facilities Study Agreement, including an outline of the scope of the study.

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 Commonwealth of Virginia, 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 written instrument duly executed by both Parties.

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 pursuant to this Agreement 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 will not be considered a waiver of any obligation, right, or duty of or duty 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 Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall if requested, be provided in writing.

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

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 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.

18.0 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 or other governmental authority, (i) such portion or provision shall be deemed separate and independent, (ii) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (iii) 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 as it deems appropriate to perform its obligations under this Agreement; however, 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.

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 that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection 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 Section 19.0 of this Agreement will not be limited in any way by any limitation of subcontractor's insurance.

20.0 Reservation of rights. The Utility shall have the right to make a unilateral filing with the State Corporation Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the State Corporation Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the State Corporation Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided in this Agreement.

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year of this Agreement.  
(Insert name of Utility) (Insert name of Interconnection Customer)

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Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Name (Printed): Name (Printed):

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

**Schedule 9**

**LEVEL 3 FACILITIES STUDY AGREEMENT FOR SMALL GENERATING FACILITIES**

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 \_\_\_\_\_, ("Interconnection Customer,"), and \_\_\_\_\_, a \_\_\_\_\_ existing under the laws of the state of \_\_\_\_\_, ("Utility"). Interconnection Customer and Utility each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Interconnection Customer is proposing to develop an SGF or generating capacity addition to an existing SGF consistent with the interconnection request completed by the Interconnection Customer on \_\_\_\_\_; and

**WHEREAS**, the Interconnection Customer desires to interconnect the SGF with the Utility's system; and

**WHEREAS**, the Utility has completed a system impact study and provided the results of the study to the Interconnection Customer; and

**WHEREAS**, the Interconnection Customer has requested the Utility 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 SGF with the Utility's system.

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

- 1.0 The terms defined in Schedule 1 of [20VAC5-314-170](#) shall apply to this Schedule 9 of [20VAC 5-314-170](#).
- 2.0 The Interconnection Customer elects and the Utility shall cause a facilities study consistent with the standard small generator interconnection procedures.
- 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 needed to implement the conclusions of the feasibility study or system impact study and to allow the SGF to be interconnected and operate safely and reliably.
- 5.0 Facilities study costs will be deducted from the interconnection request study deposit, as set forth in Schedule 6 of [20VAC5-314-170](#).
  - 5.1 Study cost shall be the Utility's actual incremental costs and will be invoiced to the Interconnection Customer no later than 60 business days after the study is completed and delivered and will include a summary of professional time. Actual study costs may be reconciled during the final accounting process described in Article 6 of the Interconnection Agreement, as applicable.
  - 5.2 The Interconnection Customer shall pay any study costs that exceed the deposit within 20 business days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund the excess within 20 business days of the invoice without interest.

6.0 Design for any required customer's interconnection facilities, attachment facilities, or distribution upgrades shall be performed under the facilities study. The Utility may contract with consultants to perform activities required under the facilities study. The Interconnection Customer and the Utility may agree to allow the Interconnection Customer to separately arrange for the design of some of the customer's interconnection facilities. In such cases, facilities design will be reviewed or modified prior to acceptance by the Utility, under the provisions of the facilities study. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the Utility shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements, to permit the Interconnection Customer to obtain an independent design and cost estimate for any necessary facilities.

7.0 The facilities study shall also identify (i) the electrical switching configuration of the equipment, including transformer, switchgear, meters, and other station equipment; (ii) the nature and estimated cost of the attachment facilities and distribution upgrades necessary to accomplish the interconnection; and (iii) an estimate of the time required to complete the construction and installation of such facilities.

8.0 The Utility may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own SGF if it is willing to pay the costs of those facilities.

9.0 In cases where system upgrades are required, the Utility shall transmit the facilities study report within 45 business days after receipt of the complete Facilities Study Agreement and the deposit. In cases where no system upgrades are necessary, and the required facilities are limited to customer's interconnection facilities and attachment facilities only, the Utility shall transmit the facilities study report within 30 business days after receipt of this Agreement and the deposit. The Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the facilities study. If the information requested by the Utility is not provided by the Interconnection Customer within a reasonable timeframe to be identified by the Utility in writing, the Utility shall provide the Interconnection Customer written notice providing an opportunity to cure such failure by the close of business on the 10th business day following the posted date of such notice, where failure to provide the information requested within this period shall result in the study being terminated, and the interconnection request being deemed withdrawn. The period of time for the Utility to complete the facilities study shall be tolled during any period that the Utility has requested information in writing from the Interconnection Customer necessary to complete the study and such request is outstanding.

10.0 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 Commonwealth of Virginia, 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.

11.0 Amendment. The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.0 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 assumed in this Agreement are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

13.0 Waiver.

13.1 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 duty imposed upon such Party.

13.2 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 the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

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

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 or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (i) such portion or provision shall be deemed separate and independent, (ii) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (iii) 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; however, 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 that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection 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 Section 18.0 of this Agreement will not be limited in any way by any limitation of subcontractor's insurance.

19.0 Reservation of rights. The Utility shall have the right to make a unilateral filing with the State Corporation Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the State Corporation Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the State Corporation Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided in this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year of this Agreement.

(Insert name of Utility) (Insert name of Interconnection Customer)

\_\_\_\_\_  
Signed \_\_\_\_\_ Signed \_\_\_\_\_

Name (Printed): Name (Printed): \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_

**Attachment A to Schedule 9  
Facilities Study Agreement  
Data to Be Provided by the Interconnection Customer  
with the Facilities Study Agreement**

1. Provide a location plan and simplified one-line diagram of the plant and station facilities. For staged projects, indicate future generation, future transmission circuits, and other major future facilities. On the one-line diagram, show (i) each generator, its electric connection configuration, and its generation capacity; (ii) the location and capacity of auxiliary power; and (iii) minimum load on CT/PT.

2. One set of metering is required for each generation connection to the new ring bus or existing Utility station. Indicate the number of generation connections requiring a metering set: \_\_\_\_\_

3. Indicate whether an alternate source of auxiliary power will be available during CT/PT maintenance.  
Yes \_\_\_\_\_ No \_\_\_\_\_

4. Indicate whether a transfer bus on the generation side of the metering will require that each meter set be designed for the total plant generation. Indicate such on the one-line diagram.

5. State the type of control system or programmable logic controller (PLC) that will be located at the SGF.

\_\_\_\_\_  
\_\_\_\_\_

6. State the protocol used by the control system or PLC.

\_\_\_\_\_  
\_\_\_\_\_

7. Describe the operation sequence and timing of the protection scheme during disconnection and reconnection to the Utility by the SGF.

\_\_\_\_\_  
\_\_\_\_\_

8. Provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, transmission line, and property lines.

9. State the physical dimensions of the proposed interconnection station.

\_\_\_\_\_  
\_\_\_\_\_

10. State the bus length from generation to interconnection station.

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11. Provide a diagram or description of the point of interconnection desired by the Interconnection Customer that is to be the point of interconnection in the system impact study report.

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12. State the line length from interconnection station to Utility system.

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13. State the pole or tower number observed in the field affixed to the pole or tower leg.

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14. State the number of third-party easements required for distribution or transmission lines.

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15. Provide the following proposed schedule dates:

a. Date Interconnection Customer to begin construction: \_\_\_\_\_

b. Date generator step-up transformers to receive back feed power: \_\_\_\_\_

c. Date Interconnection Customer will test SGF: \_\_\_\_\_

d. Date Interconnection Customer will place SGF into commercial operation: \_\_\_\_\_

### **Schedule 10**

### **SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)**

This Small Generator Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ ("Utility"), and \_\_\_\_\_ ("Interconnection Customer" or "IC"), each sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

#### **Utility Information**

Utility: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

#### **Interconnection Customer Information**

Interconnection Customer: \_\_\_\_\_

Attention: \_\_\_\_\_

Site Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Interconnection Customer Application No: \_\_\_\_\_

If not available prior to the completion of the Agreement, the Interconnection Customer must provide an address for the small generating facility ("small generating facility" or "SGF") that has been issued conforming to the 911 emergency response group for the area to the Utility within 15 business days of issuance.

In consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

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

1.1 This Agreement shall be used for all interconnection requests for generators in excess of 500 kW submitted pursuant to the Regulations Governing Interconnection of Small Electrical Generators (20VAC5-314).

1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's small generating facility will interconnect with and operate in parallel with the Utility system.

1.3 This Agreement does not constitute an agreement to purchase or deliver the IC's power. The purchase or delivery of power and other services, including station service or backup power, that the IC may require will be covered under separate agreements, possibly with other parties. The IC will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Utility and provider of transmission service.

1.4 Nothing in this Agreement is intended to affect any other agreement between the Utility and the IC.

1.5 Responsibilities of the Parties.

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations, operating requirements, and Good Utility Practice.

1.5.2 The IC shall construct, interconnect, operate, and maintain its SGF and construct, operate, and maintain its customer's interconnection facilities in accordance with the applicable manufacturer's recommended maintenance schedule, all applicable operating requirements, and in accordance with this Agreement and with Good Utility Practice.

1.5.3 The Utility shall construct, operate, and maintain its distribution and transmission system and attachment facilities in accordance with this Agreement and with Good Utility Practice.

1.5.4 The IC agrees to construct its facilities in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, American National Standards Institute, Institute of Electrical and Electronics Engineers (IEEE), Underwriter's Laboratory, and operating requirements in effect at the time of construction and other applicable national and state codes and standards. The IC agrees to design, install, maintain, and operate its SGF so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Utility or affected systems and to otherwise maintain and operate its SGF in accordance with the specifications and certifications under which the SGF was initially installed and interconnected.

1.5.5 Each Party shall operate, maintain, repair, and inspect and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair, and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Utility and the IC, as appropriate, shall provide attachment facilities and customer's interconnection facilities that adequately protect the Utility's personnel and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance, and ownership of attachment facilities and Interconnection Customer's interconnection facilities shall be delineated in the

Attachments to this Agreement. The design, installation, operation, and maintenance of such facilities shall be the responsibility of the owner except as otherwise provided for in this Agreement.

1.5.6 The Utility shall coordinate with all affected systems to support the interconnection.

1.5.7 The IC shall ensure "frequency ride through" capability and "voltage ride through" capability of its SGF. At the discretion of the Utility, the IC shall enable these capabilities such that its SGF shall not disconnect automatically or instantaneously from the system or equipment of the Utility and any affected systems for a defined under-frequency or over-frequency condition or for an under-voltage or over-voltage condition. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the balancing authority area on a comparable basis. The SGF's protective equipment settings shall comply with the Utility's automatic load-shed program. The Utility shall review the protective equipment settings to confirm compliance with the automatic load-shed program. The term "ride through" as used in this Agreement shall mean the ability of an SGF to stay connected to and synchronized with the system or equipment of the Utility and any affected systems during system disturbances within a range of conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the balancing authority area on a comparable basis. The term "frequency ride through" as used in this Agreement shall mean the ability of an SGF to stay connected to and synchronized with the system or equipment of the Utility and any affected systems during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the balancing authority area on a comparable basis. The term "voltage ride through" as used in this Agreement shall mean the ability of an SGF to stay connected to and synchronized with the system or equipment of the Utility and any affected systems during system disturbances within a range of under-voltage and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the balancing authority area on a comparable basis.

1.5.8 The IC shall not operate the SGF in such a way that the SGF would exceed the maximum generating capacity.

1.6 Parallel operation obligations. Once the SGF has been authorized to commence parallel operation, the IC shall abide by all rules and procedures pertaining to the parallel operation of the SGF in the applicable control area, including (i) any rules and procedures concerning the operation of generation set forth in commission-approved tariffs or by the applicable system operator for the Utility's system and (ii) the operating requirements set forth in Attachment 5 of this Agreement.

1.7 Metering. The IC shall be responsible for the Utility's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The IC's metering (and data acquisition, as required) equipment and reporting shall conform to applicable industry rules and operating requirements.

1.8 Reactive power.

1.8.1 The IC shall design its SGF to maintain a composite power delivery at continuous rated power output at the point of interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless mutually agreed upon or the Utility has established different requirements that apply to all similarly situated generators in the control area on a comparable basis. The requirements of this article shall not apply to wind generators.

1.8.2 The Utility is required to pay the IC for reactive power that the IC provides or absorbs from the SGF when the Utility requests the IC to operate its SGF outside the range specified in Section 1.8.1 of this

Agreement, unless mutually agreed upon by the Parties. In addition, if the Utility pays its own or affiliated generators for reactive power service within the specified range, it must similarly pay the IC.

1.8.3 Payments shall be in accordance with the IC's applicable rate schedule as may be in effect and accepted by the appropriate government authority. To the extent that no rate schedule is in effect at the time the IC is required to provide or absorb reactive power under this Agreement, the IC may expeditiously file such rate schedule with the appropriate government authority, and the Utility agrees to support any request for waiver of any prior notice requirement of such authority in order to permit compensation to the IC from the time service commenced.

1.9 Terms used in this Agreement shall have the meanings specified in the definitions in Attachment 1 of this Agreement.

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

### 2.1 Equipment testing and inspection.

2.1.1 The IC shall test and inspect its SGF and interconnection facilities prior to interconnection. The IC shall notify the Utility of such activities no fewer than 10 business days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a business day, unless otherwise agreed to by the Parties. The Utility may, at its own expense, send qualified personnel to the SGF site to inspect the interconnection and observe the testing. The IC shall provide the Utility a written test report when such testing and inspection is completed.

2.1.2 The Utility shall provide the IC written acknowledgment that it has received the IC's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Utility of the safety, durability, suitability, or reliability of the SGF or any associated control, protective, and safety devices owned or controlled by the IC or the quality of power produced by the SGF.

2.1.3 In addition to the Utility's observation of this IC's testing and inspection of its SGF and interconnection facilities pursuant to this Agreement, the Utility may also require inspection and testing of interconnection facilities that can impact the integrity or safety of the Utility's system or otherwise cause adverse operating effects, as described in Section 3.4.4 of this Agreement and in accordance to Good Utility Practice. Such inspection and testing activities will be performed by the Utility or a third-party independent contractor approved by the Utility and at a time mutually agreed to with the IC and will be performed at the IC's expense. The scope of required inspection and testing will be consistent across similar types of generating facilities.

### 2.2 Authorization required prior to parallel operation.

2.2.1 The Utility shall make reasonable efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Utility shall notify the IC of any changes to these requirements as soon as they are known. The Utility shall make reasonable efforts to cooperate with the IC in meeting requirements necessary for the IC to commence parallel operations by the in-service date.

2.2.2 The IC shall not operate its SGF in parallel with the Utility's system without prior written authorization of the Utility. The Utility will provide such authorization once the Utility receives notification that the IC has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

### 2.3 Right of access.

2.3.1 Upon reasonable notice, the Utility may send a qualified person to the premises of the IC at or before the time the SGF first produces energy to inspect the interconnection, and observe the commissioning of the SGF (including any required testing), startup, and operation for a period of up to

three business days after initial start-up of the unit. In addition, the IC shall notify the Utility at least five business days prior to conducting any on-site verification testing of the SGF.

2.3.2 Following the initial inspection process described in Section 2.3 of this Agreement at reasonable hours and upon reasonable notice or at any time without notice in the event of an emergency or hazardous condition, the Utility shall have access to the IC'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.

2.3.3 Each Party shall be responsible for its own costs associated with this article.

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

3.1 Effective date. This Agreement shall become effective upon execution by the Parties.

3.2 Term of agreement. This Agreement shall remain in effect for a period of 10 years from the effective date or such other longer period as the IC may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with Section 3.3 of this Agreement.

3.3 Termination. No termination shall become effective until the Parties have complied with all laws and regulations applicable to such termination, such as any local or Virginia Department of Environmental Quality decommissioning requirements.

3.3.1 The IC may terminate this Agreement at any time by giving the Utility 20 business days written notice and physically and permanently disconnecting the SGF from the Utility's system.

3.3.2 The Utility may terminate this Agreement upon the IC's failure to timely make the payment required by Section 6.1 of this Agreement pursuant to the milestones specified in Attachment 4 to this Agreement, or to comply with the requirements of Section 7.1.2 or 7.1.3 of this Agreement.

3.3.3 Either Party may terminate this Agreement after default pursuant to Section 7.6 of this Agreement.

3.3.4 Upon termination of this Agreement, the small generating facility will be disconnected from the Utility 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.

3.4 Temporary disconnection. Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 "Emergency conditions" means a condition or situation that (i) in the judgment of the Party making the claim is imminently likely to endanger life or property; (ii) in the case of the Utility, is imminently likely (as determined in a nondiscriminatory manner) to cause a material adverse effect on the security of or damage to the utility system, the attachment facilities, or the electrical facilities of others to which the utility system is directly connected; or (iii) in the case of the IC, is imminently likely (as determined in a nondiscriminatory manner) to cause a material adverse effect on the security of or damage to the SGF or the customer's interconnection facilities. Under emergency conditions, the Utility may immediately suspend interconnection service and temporarily disconnect the SGF. The Utility shall notify the IC promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the IC's operation of the SGF. The IC shall notify the Utility promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the utility system or other affected systems. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine maintenance, construction, and repair. The Utility may interrupt interconnection service or curtail the output of the SGF and temporarily disconnect the SGF from the Utility's system when

necessary for routine maintenance, construction, and repairs on the Utility system. The Utility shall provide the IC with at least five business days' notice prior to such interruption unless circumstances require shorter notice. The Utility shall use reasonable efforts to coordinate such reduction or temporary disconnection with the IC.

3.4.3 Forced outages. During any forced outage, the Utility may suspend interconnection service to effect immediate repairs on the Utility system. The Utility shall use reasonable efforts to provide the IC with prior notice. If prior notice is not given, the Utility shall, upon request, provide the IC written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse operating effects. The Utility shall notify the IC as soon as practicable if based on Good Utility Practice, operation of the SGF may cause disruption or deterioration of service to other customers served from the Utility system or affected systems or if operating the SGF could cause damage to the Utility system or affected systems. Supporting documentation used to reach the decision to disconnect shall be provided to the IC upon request. If, after notice, the IC fails to remedy the adverse operating effect within a reasonable time, the Utility may disconnect the SGF. The Utility shall provide the IC with a five-business-day notice of such disconnection, unless the provisions of Section 3.4.1 of this Agreement apply.

3.4.5 Modification of the small generating facility. The IC must receive written authorization from the Utility before making changes to the SGF or mode of operations that may have a material impact on the safety or reliability of the utility system or affected system. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the IC makes such modifications without the Utility's prior written authorization, the latter shall have the right to temporarily disconnect the SGF.

3.4.6 Reconnection. The Parties shall cooperate with each other to restore the SGF, interconnection facilities, and the utility system to their normal operating state as soon as reasonably practicable following a temporary disconnection.

#### **Article 4. Cost Responsibility for Interconnection Customer's Interconnection Facilities, Attachment Facilities, and Distribution Upgrades**

4.1 Customer's interconnection facilities. The IC shall be responsible for the costs associated with owning, operating, maintaining, repairing, and replacing the customer's interconnection facilities.

4.2 Attachment facilities. The IC shall pay for one-time and ongoing costs of installing, owning, operating, maintaining, and replacing the attachment facilities itemized in Attachment 2 of this Agreement. The Utility shall provide an estimated cost for the purchase and construction of the attachment facilities and provide a detailed itemization of such costs. Costs associated with attachment facilities may be shared with other entities that may benefit from such facilities by agreement of the IC, such other entities, and the Utility.

4.3 Distribution upgrades. The Utility shall design, procure, construct, install, and own the distribution upgrades described in Attachment 6 of this Agreement. The actual cost of the distribution upgrades shall be directly assigned to the IC. If the Utility and the IC agree, the IC may construct distribution upgrades that are located on land owned by the IC.

#### **Article 5. Transmission System**

5.1 Transmission system upgrades.

5.1.1 No portion of Section 5.1 of this Agreement shall apply unless the interconnection of the SGF requires transmission system upgrades.

5.1.2 The Utility shall design, procure, construct, install, and own the transmission system upgrades described in Attachment 6 of this Agreement. If the Utility and the IC agree, the IC may construct

transmission system upgrades that are located on land owned by the IC. The costs of the transmission system upgrades shall be borne by the IC.

5.1.3 Notwithstanding any other provision of Section 5.1 of Agreement, in the event and to the extent an RTE has rules, tariffs, agreements, or procedures properly applying to transmission system upgrades, the provisions of Section 5.2 of this Agreement shall apply to such upgrades.

5.2 Regional transmission entities. Notwithstanding any other provision of this Agreement, if the Utility's transmission system is under the control of an RTE and the RTE has rules, tariffs, agreements, or procedures properly governing operation of the SGF, transmission of the output of the SGF, sale of the output of the SGF, system upgrades required for interconnection of the SGF, or other aspects of the interconnection and operation of the SGF, the IC and the Utility shall comply with the applicable agreements, rules, tariffs, or procedures.

5.3 Rights under other agreements. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed as relinquishing or foreclosing any rights, including firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the IC shall be entitled to now or in the future under any other agreement or tariff as a result of or otherwise associated with system upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the SGF.

## **Article 6. Billing, Payment, Milestones, and Financial Security**

6.1 Billing and payment procedures and final accounting. The IC shall be responsible for pre-payment of all estimated Interconnection Facilities, Attachment Facilities, and Upgrade costs identified in Attachment 2 and Attachment 6 to this Agreement, or the provision of financial security, if acceptable to the Utility as provided for in Section 6.3. Payment or financial security must be received by close of business 30 business days after the date the SGIA is delivered to the IC for signature. Failure to comply with the requirements of this section after an opportunity to cure shall result in the interconnection request being deemed withdrawn. Within 120 business days of the Utility completing the construction and installation of the attachment facilities or distribution upgrades described in the Attachments to this Agreement, the Utility shall provide the IC with a final accounting report of any difference between (i) the IC's cost responsibility for the actual cost of such facilities or upgrades and (ii) the IC's previous aggregate payments to the Utility for such facilities or upgrades. The Utility shall make reasonable efforts to meet the timeframe for issuance of the Final Accounting Report. If the Utility is unable to timely issue the Final Accounting Report, the Utility shall provide written notice to the IC explaining the reason or reasons for the delay and provide an estimated time by which it can issue the Final Accounting Report. If the IC's cost responsibility exceeds its previous aggregate payments, the Utility shall invoice the IC for the amount due, and the IC shall make payment to the Utility within 20 business days. If the IC's previous aggregate payments exceed its cost responsibility under this Agreement, the Utility shall refund to the IC an amount equal to the difference within 20 business days of the final accounting report.

6.2 Milestones. The Parties shall agree on milestones for which each Party is responsible, and such milestone shall be listed in Attachment 4 of this Agreement. A Party's milestones obligations may be modified by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a force majeure event, it shall immediately (i) notify the other Party of the reason for not meeting the milestone, (ii) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (iii) request appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not withhold agreement to such an amendment unless it will suffer uncompensated economic or operational harm from the delay, the delay will materially affect the schedule of another IC with subordinate queue position, attainment of the same milestone has previously been delayed, or it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial security arrangements. Within the timeframe provided for in Section 6.1, the IC may provide the Utility, at the IC's option, in lieu of prepayment, a guarantee, a surety bond, letter of credit, or other form of security that is reasonably acceptable to the Utility and is consistent with the Uniform Commercial Code of Virginia. Such security for payment shall be accepted prior to the Utility's commencement of the design, procurement, installation, or construction of a discrete portion of the attachment facilities and distribution upgrades and shall be in an amount sufficient to cover the costs for designing, procuring, installing, and constructing the applicable portion of the attachment facilities and distribution upgrades. The IC's financial security under this provision shall be reduced on a dollar-for-dollar basis for payments made to the Utility under this Agreement during its term pursuant to the milestone schedule established in Appendix 4. In addition:

6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Utility and contain terms and conditions that guarantee payment of any amount that may be due from the IC, up to an agreed-to maximum amount.

6.3.2 The letter of credit or surety bond must be issued by a financial institution or insured reasonably acceptable to the Utility and must specify a reasonable expiration date.

## **Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**

### **7.1 Assignment.**

7.1.1 The IC shall notify the Utility of the pending sale of an existing SGF in writing. The IC shall provide the Utility with information regarding whether the sale is a change of ownership of the SGF to a new legal entity or a change of control of the existing legal entity.

7.1.2 The IC shall promptly notify the Utility of the final date of sale and transfer date of ownership in writing. The purchaser of the SGF shall confirm to the Utility the final date of sale and transfer date of ownership in writing.

7.1.3 This Agreement shall not survive the transfer of ownership of the SGF to a new legal entity owner. The new owner shall submit a new interconnection request along with a processing fee of \$500 to the Utility within 20 business days of the transfer of ownership or, if the facility has been constructed, the Utility's interconnection facilities shall be removed or disabled and the SGF disconnected from the Utility's system. The Utility shall not study or inspect the SGF unless the new owner's interconnection request indicates that a material modification has occurred or is proposed.

7.1.4 This Agreement shall survive a change of control of the SGF's legal entity owner, where only the contact information in the interconnection agreement must be modified. The new owner shall submit a new interconnection request along with a processing fee of \$500 to the Utility within 20 business days of the change of control and provide the new contact information. The Utility shall not study or inspect the SGF unless the new owner's interconnection request indicates that a material modification has occurred or is proposed.

7.1.5 The IC shall have the right to assign this Agreement, without the consent of the Utility, for collateral security purposes to aid in providing financing for the SGF, provided that the IC will promptly notify the Utility of any such assignment. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

7.1.6 Any attempted assignment that violates this article is void and ineffective.

7.2 Limitation of liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney 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, incidental, consequential, or punitive damages of any kind, except as authorized by this Agreement.

### 7.3 Indemnity.

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 7.2 of this Agreement.

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

7.3.3 If an indemnified Party is entitled to indemnification under this Article 7 of this Agreement as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity, to proceed under this Article 7 of this Agreement to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle, or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this Article 7 of this Agreement, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or small generator investigation as to which the indemnity provided for in this Article 7 of this Agreement may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

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

### 7.5 Force majeure.

7.5.1 As used in this article, "force majeure event" means any act of God; labor disturbance; act of the public enemy; war; insurrection; riot; fire; storm or flood; explosion; breakage or accident to machinery or equipment; any order, regulation, or restriction imposed by governmental, military, or lawfully established civilian authorities; or any other cause beyond a Party's control. A "force majeure event" does not include an act of negligence or intentional wrongdoing.

7.5.2 If a force majeure event prevents a Party from fulfilling any obligation under this Agreement, the Party affected by the force majeure event ("Affected Party") shall promptly notify the other Party, either in writing or via the telephone, of the existence of the force majeure event. The notification must specify in reasonable detail the circumstances of the force majeure event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party will be entitled to suspend or modify its performance of

obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the force majeure event cannot be mitigated by the use of reasonable efforts. The Affected Party will use reasonable efforts to resume its performance as soon as possible.

## 7.6 Default.

7.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a force majeure event as defined in this Agreement or the result of an act or omission of the other Party. Upon a default, the nondefaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Section 7.6.2 of this Agreement, the defaulting Party shall have 40 business days from receipt of the default notice within which to cure the default; however, if the default is not capable of cure within 40 business days, the defaulting Party shall commence the cure within 10 business days after notice and continuously and diligently complete the cure within six months from receipt of the default notice, and if cured within such time, the default specified in such notice shall cease to exist.

7.6.2 If a default is not cured as provided in this Article 7 of this Agreement or if a default is not capable of being cured within the period provided for in this Article 7 of this Agreement, the nondefaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs and be relieved of any further obligation in this Agreement, and whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due pursuant to this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article 7 of this Agreement will survive termination of this Agreement.

## Article 8. Insurance

8.1 The IC shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be in accordance with [20VAC5-314-160](#). The IC shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Insurance shall be obtained from an insurance provider authorized to conduct business in the Commonwealth of Virginia. Certification that such insurance is in effect shall be provided upon request of the Utility, except that the IC shall show proof of insurance to the Utility no later than 10 business days prior to the anticipated commercial operation date of the SGF. An IC of sufficient creditworthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2 The Utility agrees to maintain general liability insurance or self-insurance consistent with the Utility's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Utility's liabilities undertaken pursuant to this Agreement.

8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

## Article 9. Confidentiality

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

9.2 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 this Agreement. Each Party receiving confidential information shall hold such information in confidence and shall not disclose it to any third party or the public without the prior written authorization

from the Party providing that information, except to fulfill obligations under this Agreement or to fulfill legal or regulatory requirements.

9.2.1 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.

9.2.2 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.

9.3 Notwithstanding anything in this Agreement to the contrary, if the Virginia State Corporation Commission ("Commission"), during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence, the Party shall provide the requested information to the commission, within the time provided for in the request for information. In providing the information to the commission, the Party may request that the information be treated as confidential and nonpublic by the commission and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party prior to the release of the confidential information to the commission. A Party shall notify the other Party when it is notified by the commission that a request to release confidential information has been received by the commission, at which time either Party may respond to the commission before such information would be made public.

## **Article 10. Disputes**

10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this Article 10 of this Agreement.

10.2 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. The Parties shall make a good faith effort to resolve the dispute informally within 10 business days.

10.3 If the dispute has not been resolved within 10 business days after receipt of the notice, either Party may seek resolution assistance from the Division of Public Utility Regulation where the matter will be handled as an informal complaint.

Alternatively, either Party may, upon mutual agreement, seek resolution through the assistance of a dispute resolution service. The dispute resolution service will assist the Parties in either resolving the dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. Each Party shall conduct all negotiations in good faith and shall be responsible for one-half of any costs paid to neutral third parties.

10.4 If the dispute remains unresolved, either Party may petition the commission to handle the dispute as a formal complaint or may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

## **Article 11. Taxes**

11.1 The Parties agree to follow all applicable tax laws and regulations.

11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Utility's tax exempt status with respect to the issuance of bonds including local furnishing bonds.

## **Article 12. Miscellaneous**

12.1 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 Commonwealth of Virginia 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.

12.2 Amendment. The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3 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 in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest, and where permitted, their assigns.

12.4 Waiver.

12.4.1 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 duty imposed upon such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed to be 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 the IC shall not constitute a waiver of the IC's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

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

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

12.7 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.

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

12.9 Environmental releases. Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the SGF, the customer's interconnection facilities, or attachment facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.10 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; however, 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.

12.10.1 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; however, in no event shall the Utility be liable for the actions or inactions of the IC or its subcontractors with respect to obligations of the IC 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.

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

12.11 Reservation of rights. The Utility shall have the right to make a unilateral filing with the commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule, or regulation, and the IC shall have the right to make a unilateral filing with the commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided in this Agreement.

### Article 13. Notices

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

If to the Interconnection Customer:

Interconnection Customer: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If to the Utility:

Utility: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### 13.2 Billing and payment.

Billings and payments shall be sent to the addresses listed:

If to the Interconnection Customer:

Interconnection Customer: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

If to the Utility:

Utility: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

13.3 Alternative forms of notice. Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile, or email to the telephone numbers and email addresses listed:

If to the Interconnection Customer:

Interconnection Customer: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If to the Utility:

Utility: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

13.4 Designated operating representative. The Parties may also designate operating representatives to conduct the communications that may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Utility's Operating Representative:

Utility: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

13.5 Changes to the notice information. Either Party may change this information by giving five business days' written notice prior to the effective date of the change.

#### **Article 14. Signatures**

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

For the Utility

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

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

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

For the Affected System Utility

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

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

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

For the Interconnection Customer

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

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

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

#### **Attachment 1 to Schedule 10**

##### **Glossary of Terms**

The following terms when used in Schedule 10 of [20VAC5-314-170](#) will have the following meanings:

"Affected system" means an electric utility system other than that of the Utility that may be affected by the proposed interconnection.

"Affected system operator" means an entity that operates an affected system, or if the affected system is under the operational control of an independent system operator or a regional transmission entity, such independent entity.

"Applicable laws and regulations" means all duly promulgated applicable federal, state, and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders; permits; and other duly authorized actions of any governmental authority.

"Attachment facilities" means the facilities and equipment owned, operated, and maintained by the Utility that are built new in order to physically connect the customer's interconnection facilities to the Utility system. Attachment facilities shall not include distribution upgrades or previously existing distribution and transmission facilities.

"Balancing authority" means the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a balancing authority area, and supports interconnection frequency in real time.

"Balancing authority area" means the collection of generation, transmission, and loads within the metered boundaries of the balancing authority. The balancing authority maintains load-resource balance within this area.

"Business day" means Monday through Friday, excluding federal holidays.

"Calendar day" means Sunday through Saturday, including all holidays.

"Certified" has the meaning ascribed to it in Schedule 2 of [20VAC5-314-170](#).

"Commission" means the Virginia State Corporation Commission.

"Customer's interconnection facilities" means all the facilities and equipment owned, operated and maintained by the IC, between the SGF and the point of interconnection necessary to physically and electrically interconnect the SGF to the utility system.

"Default" means the failure of a breaching Party to cure its breach under the Small Generator Interconnection Agreement.

"Distribution system" means the Utility's facilities and equipment generally delivering electricity to ultimate customers from substations supplied by higher voltages (usually at transmission level). For purposes of this Agreement, all portions of the Utility's transmission system regulated by the commission for which interconnections are not within Federal Energy Regulatory Commission jurisdiction are considered also to be subject to commission regulations.

"Distribution upgrades" means the additions, modifications, and enhancements made to the Utility's distribution system on the Utility's side of the point of interconnection necessary to ensure continued system reliability and power quality on the Utility's distribution system caused by the interconnection of the small generating facility. Distribution upgrades do not include network upgrades or the customer's interconnection facilities or the Utility's attachment facilities.

"Facilities study" has the meaning ascribed to it in [20VAC5-314-70 E](#).

"Feasibility study" has the meaning ascribed to it in [20VAC5-314-70 C](#).

"FERC" means the Federal Energy Regulatory Commission.

"Good Utility Practice" means 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 that, 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 include practices, methods, or acts generally accepted in the region.

"Governmental authority" means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision or legislature or rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided that such term does not include the IC, the Utility, or a Utility affiliate.

"Interconnection Customer" or "IC" means any entity proposing to interconnect a new SGF with the utility system.

"Interconnection request" means the IC's request, in accordance with the Regulations Governing Interconnection of Small Electrical Generators (20VAC5-314), 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 the Utility system.

"Interconnection studies" means the studies conducted by the Utility or a third party agreed to by the Utility and the IC in order to determine the interaction of the SGF with the Utility system and the affected systems in order to specify any modifications to the SGF or the electric systems studied to ensure safe and reliable operation of the SGF in parallel with the Utility system.

"Material modification" has the meaning ascribed to it in 20VAC5-314-39.

"Maximum generating capacity" means the maximum continuous electrical output of the SGF at any time as measured at the point of interconnection or the maximum kW delivered to the Utility during any metering period, whichever is greater. Requested maximum generating capacity will be specified by the IC in the interconnection request and an approved maximum generating capacity will subsequently be included as a limitation in the interconnection agreement.

"Network upgrades" means additions, modifications, and enhancements to the Utility's transmission system that are required in order to accommodate the interconnection of the small generating facility with the Utility's system. Network upgrades do not include distribution system upgrades.

"Operating requirements" means any operating and technical requirements that may be applicable due to regional transmission entity, independent system operator, control area, or the Utility's requirements, including those set forth in this Small Generator Interconnection Agreement.

"Party" means the Utility or the IC.

"Point of interconnection" means the point where the customer's interconnection facilities connect physically and electrically to the Utility system.

"Processing fee" means a nonrefundable cost to administer or file an application.

"Queue number" refers to the number assigned by the Utility that establishes a customer's interconnection request's position in the study queue relative to all other valid interconnection requests. A lower queue number will be studied prior to a higher queue number, except in the case of interdependent projects. The queue number of each interconnection request shall be used to determine the cost responsibility for the upgrades necessary to accommodate the interconnection.

"Queue position" means the order of a valid interconnection request relative to all other pending valid interconnection request based on queue number.

"Regional Transmission Entity" or "RTE" shall refer to an entity having the management and control of a Utility's transmission system as further set forth in § 56-579 of the Code of Virginia.

"Small generating facility" or "generating facility" or "generator" or "SGF" means the IC's equipment used for the production of electricity, as identified in the interconnection request.

"Small Generator Interconnection Agreement" or "SGIA" means the agreement between the Utility and the IC as set forth in this Schedule 10 of 20VAC5-314-170.

"Supplemental review" has the meaning ascribed to it in 20VAC5-314-60 H.

"System" or "Utility system" means the distribution and transmission facilities owned, controlled, or operated by the Utility that are used to deliver electricity.

"System impact study" has the meaning ascribed to it in 20VAC5-314-70 D.

"Tariff" means the rates, terms, and conditions filed by the Utility with the commission for the purpose of providing commission-regulated electric service to retail customers.

"Transmission system" means the Utility's facilities and equipment delivering electric energy to the distribution system; such facilities usually being operated at voltage levels above the Utility's typical distribution system voltage levels.

"Utility" means the public utility company subject to regulation by the Commission pursuant to Chapter 10 (§ 56-232 et seq.) of Title 56 of the Code of Virginia with regard to rates or service quality to whose system the IC proposes to interconnect a small generating facility.

**Attachment 2 to Schedule 10**

**Description and Costs of the Small Generating Facility, Customer's Interconnection Facilities, Attachment Facilities, and Metering Equipment**

The following shall be provided in this exhibit:

1. An itemization of the major equipment components owned by the IC and the Utility, including components of the SGF, the customer's interconnection facilities, attachment facilities, and metering equipment. Such itemization shall identify the owner of each item listed.
2. The Utility's estimated itemized cost of its attachment facilities and its metering equipment.
3. The Utility's estimated cost of its annual operation and maintenance expenses associated with attachment facilities and metering equipment to be charged to the IC.

**Attachment 3 to Schedule 10**

**One-line Diagram Depicting the Small Generating Facility, Customer's Interconnection Facilities, Attachment Facilities, Metering Equipment, and Distribution Upgrades**

(Diagram and description to be provided by IC unless the Utility elects to prepare this schedule. If this schedule is prepared by the Utility, the IC shall provide a one-line diagram of the SGF and IC's interconnection facilities for the Utility to use as a data source for preparing this schedule.)

**Attachment 4 to Schedule 10**

**Milestones**

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

Critical milestones and responsibility as agreed to by the Parties:

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

Agreed to by:

For the Utility \_\_\_\_\_ Date \_\_\_\_\_

For the Transmission Owner (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

For the Interconnection Customer \_\_\_\_\_ Date \_\_\_\_\_

### **Attachment 5 to Schedule 10**

#### **Additional Operating Requirements for the Utility System and Affected Systems Needed to Support the Interconnection Customer's Needs**

The Utility shall provide requirements that must be met by the IC prior to initiating parallel operation with the utility system.

### **Attachment 6 to Schedule 10**

#### **Utility's Description of its Distribution and Transmission Upgrades and Estimate of Upgrade Costs**

The Utility shall provide the following in this attachment:

1. An itemized list of the upgrades required to be constructed by the Utility prior to interconnection of the SGF, with transmission and distribution related upgrades shown separately.
2. An estimate of the cost of each item listed pursuant to Item 1 of this Attachment.
3. An estimate of annual operation and maintenance expenses associated with such upgrades that are to be charged to the IC, shown separately for transmission and distribution related items.

#### **Historical Notes**

Derived from [Volume 25, Issue 20](#), eff. May 21, 2009; amended Virginia Register [Volume 37, Issue 1](#), eff. October 15, 2020.

### **DOCUMENTS INCORPORATED BY REFERENCE (20VAC5-314).**

IEEE Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces, The Institute of Electrical and Electronics Engineers, Inc., Standard 1547, 2018.

IEEE Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems, The Institute of Electrical and Electronics Engineers, Inc., Standard 1547.1, July 1, 2005.