

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

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In the Matter of the Rocky Mountain Power )  
Proposed Standardized Interconnection and ) DOCKET NO. 10-035-44  
Net Metering Service Agreements and Net )  
Metering Facilities )  
)  
In the Matter of the Rocky Mountain Power ) DOCKET NO. 10-035-45  
Proposed Standardized Non-Net Metering )  
Agreements ) REPORT AND ORDER  
) AND NOTICE OF  
) TECHNICAL CONFERENCE  
)  
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ISSUED: August 31, 2010

SHORT TITLE

**Rocky Mountain Power's Proposed Electrical Interconnection Agreements**

SYNOPSIS

The Commission identifies improvements for and deficiencies in Rocky Mountain Power's proposed electrical interconnection forms and directs a technical conference scheduled on Thursday, September 23, 2010, at 1:30 p.m. followed by resubmittal of the forms by the Company and review by the Division.

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**BACKGROUND AND PROCEDURAL HISTORY**

In Docket No. 06-999-03, "In the Matter of Consideration of the Amendment of 16 U.S.C. Section 2621 - Consideration and Determination Respecting Certain Ratemaking Standards for Electric Utilities by the Energy Policy Act of 2005," the Commission adopted the electrical interconnection standard as presented in Section 111(d)(15) of the Public Utilities

Regulatory Policy Act<sup>1</sup> (“PURPA”). Subsequent to adopting the PURPA interconnection standard the Commission opened Docket No. 07-999-07, “In the Matter of Electric Power Interconnection” in order to determine a process to implement the standard. Based upon input received during a series of interconnection work group meetings, in 2009, the Commission commenced electrical interconnection rulemaking in Docket No. 09-R312-01, “In the Matter of the Notice of Proposed New Rule R746-312, Standards for Interconnection of Electrical Generating Facilities to Public Jurisdiction Under the Public Service Commission.” Rule R746-312, “Electrical Interconnection,” (“R746-312,” or “Interconnection Rule” or “Rule”) became effective on May 1, 2010.

As applicable to these proceedings, both the draft Rule and the final Rule define “Standard Form” or “Standard Form Agreement” as a form or agreement which follows that adopted or approved by the Federal Energy Regulatory Commission (“FERC”) in its small generator interconnection proceedings and modified to be consistent with the Rule unless the Commission has approved an alternative form or agreement. Hereinafter, Standard Forms and Standard Form Agreements are collectively referred to as “Standard Interconnection Forms.”

In reference to R746-312, on February 1, 2010, Rocky Mountain Power filed with the Commission a cover letter and five proposed net metering Standard Interconnection Forms:

- 1) Interconnection and Net Metering Service Agreement for Net Metering Facility Level 1 Interconnection 25 KW Nameplate Capacity or Smaller (“Net Metering Level 1 Agreement”); 2)

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<sup>1</sup>Section 111(d)(15): Interconnection - Each electric utility shall make available, upon request, interconnection service to any electric consumer that the electric utility serves. For purposes of this paragraph, “interconnection service” means service to an electric consumer under which an on-site generating facility on the consumer’s premises shall be connected to the local distribution facilities. Interconnection services shall be offered based upon the standards developed by the Institute of Electronics Engineers.

Interconnection and Net Metering Service Agreement for Net Metering Facility Level 2 Interconnection up to 2 MW Nameplate Capacity (“Net Metering Level 2 Agreement”); 3) Interconnection and Net Metering Service Agreement for Net Metering Facility Level 3 Interconnection up to 20 MW Nameplate Capacity (“Net Metering Level 3 Agreement”); 4) Impact Study Agreement Level 3 Net Metering Interconnection Review (“Net Metering Impact Study Agreement”); and 5) Interconnection Facilities Study Agreement Level 3 Net Metering Interconnection Review (“Net Metering Facilities Study Agreement”). The Company stated it was not submitting for filing its FERC-approved Standard Interconnection Forms.

Though not specified, we treat the Company’s filing as a request for approval of its net metering Standard Interconnection Forms. On March 9, 2010, in Docket No. 09-R312-01, the Commission issued an Action Request to the Division with the direction to review the filing to determine compliance with the draft Rule, to provide any recommended improvements to the documents, and to identify barriers and/or potential problems associated with the documents.

On April 8, 2010, the Division filed comments on the Company’s proposed net metering Standard Interconnection Forms recommending the Company conduct an overall edit and consistency review across all five forms followed by resubmittal to the Commission. The Division also recommended the inclusion of an electronic mail option with physical mail or delivery for any written notice, demand, or request. Further, the Division suggested including a web page link after the first mention of R746-312 in each net metering Standard Interconnection Form.

The Division explained it had contacted the Company regarding net metering vs. non-net metering Standard Interconnection Forms since the Company had not submitted for review its FERC-approved Standard Interconnection Forms revised to reflect the Rule. The Division indicated the Company would soon be submitting these additional forms. The Division concluded, subject to correcting minor errors and reviewing the forms for stylistic consistency, the net metering Standard Interconnection Forms were generally in compliance with the draft Rule.

In response to the Division's comments in Docket No. 09-R312-01, on April 27, 2010, the Company filed five revised net metering Standard Interconnection Forms which were assigned for review in Docket No. 10-035-44.

On April 27, 2010, the Company also filed five non-net metering Standard Interconnection Forms for review. These forms are the Company's FERC-approved Standard Interconnection Forms revised to reflect the Rule and renamed to reflect non-net metering interconnection. The following five forms were assigned for review in Docket No. 10-035-45:

- 1) Application for Electrical Interconnection Non-Net Metering Level 1, 2 or 3 Interconnection ("Non-Net Metering Interconnection Application");
- 2) Non-Net Metering Electrical Interconnection Agreement, Level 1, 2 or 3 Interconnection ("Non-Net Metering Interconnection Agreement");
- 3) Non-Net Metering Level 3 Feasibility Study Agreement ("Non-Net Metering Feasibility Study Agreement");
- 4) Non-Net Metering Level 3 System Impact Study Agreement ("Non-Net Metering System Impact Study Agreement");
- and 5) Non-Net Metering Level 3 Facilities Study Agreement ("Non-Net Metering Facilities Study Agreement").

On May 27, 2010, the Division filed comments on the proposed interconnection forms in both Docket Nos. 10-035-44 and 10-35-45.

### **POSITIONS OF THE PARTIES**

#### ***The Company***

The Company filed its net metering Standard Interconnection Forms in response to the Division's April 8, 2010, comments in Docket No. 09-R312-01. In addition to addressing the Division's comments, the Company added language to reflect recent changes to Utah Code 54-2-1.16(d) pertaining to exemptions from the ownership or lease requirements for certain customers. As the language pertaining to Utah Code 54-2-1.16(d) merely reflects statutory requirements, the Company does not view its incorporation as a material change to the Standard Interconnection Forms.

With respect to the Company's non-net metering Standard Interconnection Forms, the Company specifies each of the forms has been approved by the FERC and revised to reflect the requirements of the Rule.

#### ***The Division***

The Division concludes the Company's proposed revised net metering Standard Interconnection Forms are generally in compliance with the Rule and therefore recommends approval. While the Division recommends no substantive changes, it identifies several minor changes and corrections.

The Division indicates the non-net metering Standard Interconnection Forms are well-written and cleanly formatted, as well as consistent across each of the forms, and

recommends only minor changes, the majority of which are formatting issues. The Division is silent regarding whether these forms comply with the Rule. The Division recommends approval of the Company's proposed standard non-net metering agreements with the several minor changes.

### **DISCUSSION, FINDINGS AND CONCLUSIONS**

Clear, concise interconnection forms in compliance with regulatory requirements benefit both the Company and the interconnection customer with respect to comprehension, consistent application, and efficient execution. They are also an important component in removing barriers to and improving the efficiency of the interconnection process. We concur with the Division's recommended revisions to the Company's proposed net metering and non-net metering Standard Interconnection Forms. Our own review, however, leads us to conclude the forms as filed would benefit from not only additional corrections and formatting changes but also review and possible revision to ensure consistency with the Rule. We attach Appendix A outlining a variety of corrections and suggestions for formatting, and consistency improvements. This list is not meant to be comprehensive but rather representative of areas where the proposed forms require further review and revision.

As filed, the Company proposes two sets of Standard Interconnection Forms, one for net metering interconnection customers and one for non-net metering interconnection customers. The Company indicates the non-net metering Standard Interconnection Forms have been approved for use by the FERC and modified to reflect the Rule. While not specifically mentioned by the Company or the Division, we assume the non-net metering interconnection

agreements are based upon PacifiCorp's July 13, 2007, FERC Electric Tariff, Seventh Revised Volume No. 11, Pro Forma Open Access Transmission Tariff ("OATT"), Section V. Small Generator Interconnection Service.

We note the Rule and the Company's FERC OATT make little distinction between net metering and non-net metering interconnection customers. Neither the Company nor the Division discuss reasons for proposing two sets of forms. Overall, the Company's net metering Standard Interconnection Forms are somewhat similar in intent to the non-net metering Standard Interconnection Forms. The major distinctions include, among other things, additional non-net metering interconnection contract terms pertaining to financial security payments, reactive power, modification of generating facilities, infrastructure security, and special conditions. While there may be benefits to having interconnection forms specific to net metering and non-net metering, the Company has not explained why this distinction exists and the Division is silent on this issue. While we may not be opposed to this distinction per se, we require further information on this subject and direct the Company to explain the basis for preparation of two sets of interconnection forms and the difference in the specific terms of the agreements.

Additionally we note the following six issues must be addressed in a revised filing. First, the Company did not provide for review and approval a net metering feasibility study agreement as specified in R746-312-10(2)(d)(iii)(A). We direct the Company to develop and file such form for review and approval concurrent with modifications identified herein.

Second, R736-312-17 requires the inclusion of six specific provisions in each standard interconnection agreement. While the non-net metering interconnection agreement appears to address each of these provisions, the net metering interconnection agreements do not. We direct the Company to review these provisions and revise the forms as necessary to ensure each provision is clearly provided for in each interconnection agreement. We also require the Company to provide, in its updated filing, a reference table indicating the specific provisions and where they can be found in each agreement.

Third, in several places throughout the proposed agreements the Company references documents and/or information which either are not available publicly or are difficult to find. For example, Attachment 5 to the Non-Net Metering Electrical Interconnection Agreement indicates:

“The interconnection of the Generating Facility to the Public Utility’s distribution system shall be subject to, and the Interconnection Customer shall operate the Generating Facility in accordance with, IEEE Standards and the Public Utility’s policies governing interconnection of generation facilities to the distribution system entitled “Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)” which policy document is available upon request from the Public Utility and is incorporated by this reference as part of the Interconnection Agreement between the Parties.”

We find it inappropriate to include as a reference within the contract a document which an interconnection customer must request from the Company. All references to documents, such as the Rule, should either be publicly available (e.g., through an internet link) or attached to the agreement.

Fourth, Section 12.9 of the Non-Net Metering Electrical Interconnection Agreement indicates:



“ . . . Governing Authorities expect all Public Utility’s [sic], market participants, and Interconnection Customers interconnected to electric systems to comply with the recommendations offered by the President’s Critical Infrastructure Protection Board and, eventually, best practice recommendations for the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operation, and cyber-security practices.”

This contract provision appears more appropriate for transmission system interconnection customers rather than distribution system interconnection customers as it references market participants and best practices recommendations from the electric reliability authority. While we support the concept that public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operation, and cyber-security practices, it is not clear how this contract provision would pertain to or be enforceable at the distribution level. We therefore direct the Company to explain the rationale for this provision as applicable to interconnection to the distribution system, how the Company complies with the Critical Infrastructure Protection Board recommendations, and how this information is made available to interconnection customers. This information should be included in the Company’s filing of revised Standard Interconnection Form.

Fifth, we note the Company’s OATT contains an “Application for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10 kW” and “Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10 kW,” also known as the “10 kW Inverter Process.” The Company did not include these forms modified to reflect the Rule in its filing of non-net metering Standard Interconnection Forms. While the Company does address all levels of non-net metering interconnection in one

application form and one agreement form (i.e., the Non-Net Metering Interconnection Application and the Non-Net Metering Interconnection Agreement), we find these forms unsuitable for smaller non-net metering generators. In this instance we find little difference between net metering and non-net metering interconnections. We therefore direct the Company to include in its suite of non-net metering interconnection forms its FERC OATT “Certified Inverter-Based Small Generating Facility No Larger than 10 kW” and “Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10 kW” revised to reflect the provisions of the Rule. We also direct the Company to increase the level of applicability of these forms to 25 kW, similar to the net metering interconnection forms, or provide an explanation why this is not appropriate.

Sixth and finally, Attachment 5 to the Non-Net Metering Interconnection Agreement contains many provisions not addressed by the Interconnection Rule. The Division is silent on these requirements. While ultimately we may not be opposed to such conditions, we find the record contains no information on which to base a decision. We direct the Company to explain each requirement, why it is necessary, the standard upon which the condition is based, if applicable, and whether it is consistent with the provisions in Attachment 5 of other such interconnection agreements the Company has issued. We also require an explanation of whether it is the Company’s normal practice to require a customer generator to incur costs for modification of interconnection facilities if the Company opts to change the nominal operating voltage at the point of common coupling. We also note the Reactive Power condition in

Attachment 5 conflicts with the Reactive Power requirements of Section 1.8 of the Non-Net Metering Interconnection Agreement.

In light of the identified discrepancies and inconsistencies noted above and in Appendix A we do not approve the Company's proposed interconnection forms as currently filed. We find that the best forum to discuss the issues presented above is in a technical conference led by the Commission with participation by the Company, the Division and interested stakeholders with the goal of generating consistent, correct forms in accordance with the Rule. If one technical conference is an insufficient amount of time for discussion of these issues, we direct the formation of a working group led by the Division to complete discussion of the issues.

Notice is hereby given that a **Technical Conference** will be held in the above-entitled matter on **Thursday, September 23, 2010, at 1:30 p.m. in Room 401** on the Fourth Floor of the Heber M. Wells Building, 160 East 300 South, Salt Lake City, Utah. The purpose of the technical conference is to discuss the items included in Appendix A of this Report and Order and all other issues presented herein. All participants should bring copies of the Company's proposed net meter and non-net metering interconnection forms filed on April 27, 2010, for discussion.

Individuals wishing to participate by telephone should contact the Public Service Commission two days in advance at (801) 530-6716 or 1-866-PSC-UTAH (1-866-772-8824). Individuals participating by telephone should call the Public Service Commission five minutes prior to the beginning of the hearing to ensure participation.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the Conference should notify the Commission, at 160 East 300 South, Salt Lake City, Utah, 84111, (801) 530-6716, at least three working days prior to the Conference.

Within 30 days after the date of the Technical Conference, we direct the Company to refile its revised Standard Interconnection Forms, both clean and red-line copies. We also direct the Division to complete its review of the Company's revised forms within two weeks of the Company's filing.

#### **V. ORDER**

Wherefore, pursuant to our discussion, findings and conclusions made herein, we order:

- 1) The Company to submit for review a net metering interconnection feasibility study agreement and forms similar to its FERC "Certified Inverter-Based Small Generating Facility No Larger than 10 kW" and "Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10 kW" for non-net metering interconnection as directed herein;
- 2) A Technical Conference to be held as noticed above to discuss inconsistencies and discrepancies in the Company's proposed interconnection forms for both net metering and non-net metering applications.

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- 3) The Company to file revised standard forms within 30 days after the technical conference; and
- 4) The Division to complete its review of the Company's revised forms within two weeks after the date of the Company's filing.

DATED at Salt Lake City, Utah, this 31<sup>st</sup> day of August, 2010.

/s/ Ted Boyer, Chairman

/s/ Ric Campbell, Commissioner

/s/ Ron Allen, Commissioner

Attest:

/s/ Julie Orchard  
Commission Secretary

G#68334 Docket No. 10-035-44  
G#68335 Docket No. 10-035-45

**APPENDIX A – ANALYSIS OF ROCKY MOUNTAIN POWER’S  
PROPOSED NET METERING AND NON-NET METERING  
STANDARD INTERCONNECTION FORMS**

**I. Docket No. 10-035-44 Net Metering Interconnection Forms**

**Level 1, Level 2 and Level 3 Net Metering Interconnection Agreements (“Level 1, Level 2 and Level 3 NMIA’s”)**

**A. EXAMPLES OF INCONSISTENCY WITH THE RULE**

1) Level 3 NMIA, Article 1.11.1 provides that the “Customer-Generator shall conduct an annual test, at its expense, in which the Net Metering Facility is disconnected from Rocky Mountain Power’s system to ensure that the inverter stops delivering power to the grid.” Section R746-312.14(3)(d) however indicates the Company may require “an annual test to be performed at the discretion of and paid for by the public utility in which the generating facility is disconnected from the public utility’s equipment to ensure the inverter stops delivering power to the grid.”

2) Level 2 NMIA, Article 2.4 Rights of Access and Level 3 NMIA Article 2.3 Rights of Access reference Utah Rule 5, however the Level 1 NMIA Article 2.3 references Utah Rule 6. Rule 6 seems like the appropriate reference.

3) Article 2.1 appears to be inconsistent with Section R746-312-10(4) in that the Company has 10 days to complete its authorization process yet this section provides for 13 days.

4) Level 1 and 2 NMIAs, Article 7 and Level 3 NMIA Article 6, Insurance. These Articles as written do not quite reflect the requirements of the Rule. In addition, the Level 1 Agreement references the specific section of the Rule pertaining to insurance whereas the Level 2 and 3 Agreements do not. The reference to specific section of the rule in the Level 1 NMIA is incorrect, it should be R746-312-17(1)(e).

**B. EXAMPLES WHERE ADDITIONAL CLARITY MAY BE WARRANTED**

1) Level 1, 2, and 3 NMIAs, Article 3.4 Temporary Disconnection: This Article does not clearly reflect the provisions of the Rule, e.g., temporary disconnection is permitted for emergencies, maintenance, hazardous conditions, adverse electrical effects. In addition, Article 3.4.2 specifies that if the net metering facility must be physically disconnected for any reason, Rocky Mountain Power may do so by disconnecting all service to the Customer-Generator. The Rule only allows this to occur if the customer-generator has not installed a disconnect switch. Notification requirements are incomplete as it does not reference the requirement to place a door hanger on the facility when the system has been disconnected. The numbering in this section is not correct as Articles 3.4.2 - 5 are not events as mentioned in the opening paragraph of this section.

- 2) Level 1 NMIA, Article 1.8: The addition of the following wording would add clarity to this article: “Customer-Generator shall conduct maintenance and testing, and maintain written records documenting the results of maintenance and testing for three years, as required by the Rule. Customer-Generator shall make these records available to Rocky Mountain Power upon its request.”
- 3) Level 1 NMIA Article 2.1 Disconnect Switch: Add “in letters of appropriate size” after the words “permanent instructions” to be consistent with the Rule.
- 4) Level 1 NMIA, Article 3.3.2, Level 2 NMIA, Article 3.3.4, and Level 3 Article 3.3.5 indicate “Upon termination of this Agreement, the Net Metering Facility will be disconnected from Rocky Mountain Power’s system at Customer-Generator’s expense . . .” It is not clear what “Rocky Mountain Power’s system” represents and who completes the disconnection. Depending upon what is meant by this Article, the rule may not provide for the Company to charge for this.
- 5) Level 1, 2, and 3 NMI Applications: If the system has switch gear does the Company require additional information in Article 2.B of the Application? Also, in Article 2.B of these applications, the term “Inverter Manufacture” should be “Inverter Manufacturer.”
- 6) Level 1, 2, and 3 NMI Applications, Article 3. The line title indicates “To be completed by the System Installer (if available).” It is not clear what “if available” means? Is it meant to indicate “if available at the time of submittal of the Application,” or is it meant “if Applicable?” If this information is not available at the time of the application, how is it collected by Rocky Mountain Power to ensure compliance with the rule?
- 7) Level 3 NMIA, Article 4.1 wording is inconsistent with Level 2 NMIA, Article 4.1. This section in the Level3 NMIA indicates the Customer-Generator shall bear the cost of any Application Fee provided for in the Rule and Schedule 135. No Application fees are mentioned in Schedule 135.
- 8) At times the forms reference either “the Rule” or specific sections within the Rule, e.g. R746-312-17(3), but there is no consistency in approach.

### **C. EXAMPLES OF INCONSISTENCIES BETWEEN FORMS**

- 1) Level 1 NMIA, Article 1.3.1 and Levels 2 and 3 NMIA Article 1.4.1: add “and regulations” to the end of the sentence to be consistent with the non-net metering interconnection agreement.
- 2) Level 1 NMIA, Article 2.2 Equipment Testing and Inspection: This Article is somewhat of a repeat of Article 1.8. This Article refers to IEEE 1547 and 1547.1 Standards whereas the Level 2 Agreement only references “IEEE 1547 Standards.” In addition, the wording in this Article indicates the “Customer-Generator shall not begin operations of the Net Metering Facility until satisfactory completion of the inspection.” However page 13 of the Level 1 Application form

indicates the “Customer-Generator” may operate the Net Metering Facility temporarily for testing and obtaining inspection approval.

- 3) Level 2 and 3 NMI Applications, Section 3. There are two paragraphs starting with “If Photovoltaic System.” The first paragraph possibly should read: “If Photovoltaic System the proposed System hardware must be in compliance with . . .” To be consistent with the second paragraph. Should these two paragraphs have yes/no check boxes? Also, should there be a section which indicates whether or not a disconnect switch is being installed voluntarily?
- 4) Level 1 NMI Application: Should there be a section, like in the Level 2 Application Section 4.B?
- 5) Level 1 NMI Application, Third Whereas: After “Customer-Generator” on the third line add the phrase “on \_\_\_\_\_, 2010,” to be consistent with the Net Metering Level 2 and Level 3 Agreements.
- 6) Level 1 NMI Application, Article 1.1 should be renamed “Scope” to be consistent with Net Metering Level 2 and Level 3 Agreements; Commission official website address is: [www.psc.utah.gov](http://www.psc.utah.gov); fourth line wording “Appendix A (“Application”)” should be replaced with “Application” as “Appendix A (“Application”)” is previously referenced in the third “Whereas.”
- 7) Level 1 NMIA Article 1.2 delete “& Light” on line 3.
- 8) Level 1 NMI Agreement: For consistency, should wording on Power Purchase and Other Agreements be added after Article 1.2 as in Level 2 and 3 NMIA’s?
- 9) Level 1 NMI Agreement Article 1.6.1: The second sentence through the end of the section is a repeat of the second “Whereas.” In the Level 3 agreement this wording is placed in the section addressing the responsibilities of the Parties. The first sentence in this section is included in the Level 2 NMIA but not the Level 3 NMIA. Should this entire section be added to the Level 3 NMIA using the wording in the Level 2 agreement?
- 10) Level 1 NMIA, Article 1.6.2. This wording is included in the Level 2 NMIA but absent from the Level 3 NMIA. Should the wording be contained in each agreement for consistency?
- 11) Level 1 NMIA, Article 1.7 Anticipated Start Date: The wording applicable to the Anticipated Start Date is different in all of the Net Metering agreements, however, the wording is almost identical in all applicable sections of the Rule.
- 12) Level 1 NMIA, Article 1.8 Net Metering Facility Testing and Maintenance: The wording in this section is the same as in the Level 2 NMIA. Article 1.11 of the Level 3 agreement, however, has the same first sentence and then lists the testing requirements of the Rule and provides for



right of access for inspections. Shouldn't this section be consistent across all agreements?

13) Level 1 NMIA, Article 1.9 Removal of Facilities: An identical provision exists in the Level 2 NMIA however this provision is not included in the Level 3 agreement. Should it be included?

14) Level 1 NMIA, Article 2 Title and order of sections in Article 2 are different than in the Level 2 and Level 3 NMIAs.

15) Level 1 NMIA, Article 2.3 Rights of Access: Delete "& Light" on fourth line.

16) Level 1 NMIA, Article 3.3 Termination: The order of the termination clauses is not consistent between the three levels of NMIAs.

17) Level 1 NMIA, Article 3.4.6: Wording "to its normal operating state" should be changed to "to their normal operating states" here and in other agreements.

18) Level 1 and 2 NMIAs, Articles 4 and 5 are combined into one Article in the Level 3 NMIA.

19) Level 1 NMIA, Article 6.1.1.1: Should the phrase "of the assigning Party" be added after the clause in parentheses to be consistent with the Level 2 and Level 3 agreements?

20) Level 1 NMIA, Article 9.7 on Multiple Counterparts should be placed before the Section on Severability to be consistent with Level 2 and Level 3 Agreements.

21) Level 2 NMIA, Article 1.4.4 : Should the phrase "except for testing purposes" be added to the end of this article? This wording is not included in the Level 1 Agreement and should be included in that agreement if applicable.

22) Level 2 NMIA, Article 1.7.1. The second sentence through the end of the section is a repeat of the second "Whereas." In the Level 3 NMIA this wording is placed in the section addressing the responsibilities of the Parties. Placement of this wording should be consistent throughout the agreements.

23) Level 2 NMIA, Article 1.8 Power Quality: This section is also included in the Level 3 NMIA but not the Level 1 agreement. Since it refers to IEEE 1547 shouldn't it be in all agreements?

24) Level 2 NMIA, Article 2 title does not mention the Disconnect Switch as does the Level 1 Agreement.

25) Level 2 NMIA, Article 5.2 Special Conditions and Article 5.3 Aggregating Meters are two separate sections whereas in the Level 1 NMIA they are both individual sections under Article

5.2 Special Conditions. Wording of Special Conditions is different between the Level 1 and Level 2 NMIAs – the Level 2 wording is correct.

26) Level 2 NMIA, Article 5.3 Aggregating Meters. The last sentence of Level 1 Article 5.2.2 should be added to this section for consistency (i.e., the check boxes).

27) Level 3 NMIA Article 1.4.1 the text after the first sentence repeats the verbiage in the second “Whereas.” This verbiage, however, is not included in the Level 1 or Level 2 agreements.

28) Level 3 NMIA Article 1.5 wording is inconsistent with wording in the Level 1 and Level 2 agreements.

29) Level 3 NMIA Article 1.4.2 when compared with the respective sections of the Level 1 and Level 2 Agreements adds many more requirements for construction, ownership, testing, and maintenance. Are these same standards inferred as applicable to Level 1 and Level 2 interconnections? If so, the wording should be consistent.

30) Level 3 NMIA Article 1.4.3: The wording Point of Interconnection is capitalized. The Rule does not use this term, rather Point of Common Coupling. Level 1 and Level 2 Agreements do not capitalize this wording.

31) Level 3 NMIA Article 2 title does not mention the Disconnect Switch as does the Level 1 Agreement.

32) Level 3 NMIA Article 3.4.1 Add “Facility” after the words “Net Metering” on the 5<sup>th</sup> line.

33) Level 3 NMIA, Second Article 4.6 Monthly Billing should be labeled Article 4.7. In addition, the Level 1 agreement includes the wording “The Electric Service Charge shall be computed in accordance with the Monthly Billing in the applicable standard service tariff.” This wording might be appropriate to add to Levels 2 and 3 NMIAs for consistency.

34) Level 3 NMIA Article 5.1.1.1 – delete tab on third line.

35) Level 3 NMIA Article 4.1 wording inconsistent with Level 2 Agreement. This section indicates the Customer-Generator shall bear the cost of any Application Fee provided for in the Rule and Schedule 135. No Application fees are mentioned in Schedule 135.

**System Impact Study Agreement Level 3 Net Metering Interconnection Review**

1) Page 1, Title, second line – “System” should be added before Impact Study Agreement.

2) Page 2, Article 2.2 – incorrect reference. “30 calendar days” should be changed to “30 business days or 45 business days for transmission impact studies” as per R746-312-10(2)(f)(iii).

3) Page 3, Section 4.2 – this section is not consistent with R746-312-10(2)(e)(iv).

**System Impact Study Agreement Level 3 Net Metering Interconnection Review**

1) Page 2, Article 2.2 – this section is not consistent with R746-312-10(2)(g)(iv).

2) Page 3, Section 4.2 – this section is not consistent with R746-312-10(2)(g)(vi).

***II. Docket No. 10-035-45 Non-Net Metering Interconnection Forms***

**Non-Net Metering Interconnection Application**

1) Page 1, first line “Federal Energy Regulatory Commission Jurisdictional” should be changed to “Utah Public Service Commission jurisdictional.”

2) Is there a designated contact person for non-net metering interconnection in Utah? If so, the designated contact information should be changed to reflect that.

3) Page 2, change “Small Generating Facility” to “Generating Facility.”

4) Page 6, reference to “in accordance with the regional reliability council criteria (WECC/NERC Reliability Standard MOD-012-0).” Is this reference necessary for interconnections to Rocky Mountain Power’s distribution system?

5) Page 6, reference to “regional reliability council criteria.” Is this reference needed for interconnection to Rocky Mountain Power’s distribution system?

6) Page 8, first line after “Other Facility Information,” add “proposed” before Generating Facility.

7) Page 8, change “Small Generating Facility” to “Generating Facility.” Add “proposed” before Generating Facility.

8) Page 2, for interconnection with Rocky Mountain Power’s distribution system will there ever be a case where the electric service provider is different than Rocky Mountain Power? If the answer is no some of the items on this page may need to be changed.

**Non-Net Metering Electrical Interconnection Agreement, Level 1, 2, or 3**

1) Page 5, Article 1.1: the Commission’s official website address is [www.psc.utah.gov](http://www.psc.utah.gov).

2) Page 5, Article 1.3. Since this form is for interconnection with the Company’s distribution system should the word “applicable” be used with Public Utility on the last line?

- 3) Page 7, Article 1.6: does the phrase “applicable control area” apply to the distribution network?
- 4) Page 7, Article 1.8.1: what are control areas in the distribution system? How would an interconnection customer determine what other similarly situated generators are in the control area on a comparable basis?
- 5) Page 7, Article 1.8.2: this article indicates: “. . . if the Public Utility pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer.” It is not clear how the interconnection customer would know whether it is entitled to additional payments for reactive power therefore further explanation of the process is warranted.
- 6) Page 7, Article 1.8.3: This section should be updated to reflect the distribution system requirements. Where are reactive power payments identified?
- 7) Page 8, Article 1.9: Might want to move this section to the front of the document.
- 8) Page 8, Article 2.1.1: This section does not reflect the requirements of R746-312-10(3) and should be modified accordingly.
- 9) Page 8, Article 2.2.1: This provision provides the Company the opportunity to the insert new requirements into the agreement. Is this reasonable at the distribution level?
- 10) Page 8, Article 2.2.2: The Phrase “except for testing” should be added after the word, “operate.” In addition, amount of time required for authorization as specified in this section does not comport with the requirements of the Rule (see R746-312-8(4) and R746-312-9(5)).
- 11) Page 9, Article 2.3.1: This section might not comport with the requirements of R746-312-8(3) and R746-312-9(4) and R746-312-10(3).
- 12) Page 9, Article 3.2. The actual effective date of the agreement should be included in this section.
- 13) Page 11, Article 3.4.3: If the disconnect switch is used during a forced outage, there are Company notification requirements which should be identified.
- 14) Page 11, Article 3.4.5: This article requires the interconnection customer to receive written authorization from the Public Utility before making any change that may have a material impact on safety or reliability however, R746-312-4(6) requires the interconnection customer to notify the Company of all proposed modifications to the generating facility or equipment package which will increase the generation capacity of a customer generation facility.

- 15) Page 17, Article 8.2: This section does not comport with R746-312-17(1)(e).
- 16) Page 17, Second Article 8.2: This should be re-numbered to Article 8.3.
- 17) Page 18, Article 8.3: This section should be renumbered to Article 8.4.
- 18) Page 18, Article 9.3. This section should be renumbered to Article 9.2.
- 19) Page 33, Article 13: Would it be appropriate to include e-mail addresses in this section?
- 20) Page 27, "Operating Requirements;" does this definition apply to a local distribution company. Also Regional Transmission Organization is not defined and may not be applicable.
- 21) Section 1.8.2 of the same agreement indicates: ". . . if the Public Utility pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer." It is not clear how the interconnection customer would know whether it is entitled to additional payments for reactive power therefore further explanation of the process is warranted.
- 22) Attachment 6 to SGIA. Either delete "to SGIA" for consistency with other attachments or delete the "S" from "SGIA."

**Non-Net Metering Feasibility Study Agreement:**

- 1) Preamble: Refers to the PacifiCorp, a Corporation existing under the laws of the State of Oregon.. This is different than the net metering agreements which refer to "PacifiCorp, dba Rocky Mountain Power ("Rocky Mountain Power"), a Corporation organized and existing under the laws of the State of Utah." Suggest using the net metering agreement wording.
- 2) Article 20.0 Subcontractors. This wording does not reflect the Rule provision that fees are limited as specified in R746-312-13.
- 3) Attachment A: For accuracy, title should read "Attachment A to Non-Net Metering Level 3 Feasibility Study Agreement."

**Non-Net Metering System Impact Study Agreement**

- 1) Preamble: Refers to the PacifiCorp, a Corporation existing under the laws of the State of Oregon.. This is different than the net metering agreements which refer to "PacifiCorp, dba Rocky Mountain Power ("Rocky Mountain Power"), a Corporation organized and existing under the laws of the State of Utah." Suggest using the net metering agreement wording.
- 2) Article 20.0 Subcontractors. This wording does not reflect the fact that fees are limited as specified in R746-312-13.

3) Attachment A: For accuracy, title should read “Attachment A to Non-Net Metering Level 3 Feasibility Study Agreement.”

**Non-Net Metering Facilities Study Agreement**

1) Preamble: Refers to the PacifiCorp, a Corporation existing under the laws of the State of Oregon.. This is different than the net metering agreements which refer to “PacifiCorp, dba Rocky Mountain Power (“Rocky Mountain Power”), a Corporation organized and existing under the laws of the State of Utah.” Suggest using the net metering agreement wording.

2) Article 20.0 Subcontractors. This wording does not reflect the fact that fees are limited as specified in R746-312-13.

3) Attachment A: For accuracy, title should read “Attachment A to Non-Net Metering Level 3 Feasibility Study Agreement.”