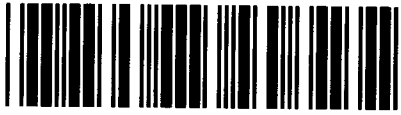


Control Number: 41325



Item Number: 7

Addendum StartPage: 0

PROJECT NO. 41325

2013 SEP 13 PM 4:17
PUBLIC UTILITY COMMISSION

**RULEMAKING TO AMEND §
SUBSTANTIVE RULE 25.211, §
INTERCONNECTION OF ON-SITE §
DISTRIBUTED GENERATION (DG), §
AND THE PRO-FORMA DG §
INTERCONNECTION AGREEMENT §
AND TARIFF §**

**PUBLIC UTILITY COMMISSION
OF TEXAS**

**PROPOSAL FOR PUBLICATION OF AMENDMENT TO §25.211
AS APPROVED AT THE SEPTEMBER 12, 2013 OPEN MEETING**

The Public Utility Commission of Texas (commission) proposes an amendment to §25.211, relating to Interconnection of On-Site Distributed Generation. The proposed amendment modifies §25.211 by adopting the Pro-Forma DG Interconnection Agreement and Tariff into the rule. The proposed amendment will also modify the Interconnection Agreement to include options regarding indemnification and choice of law for parties entering into an agreement with a federal agency. In addition, the proposed amendment includes modifications to the Interconnection Agreement to implement the requirement in §25.211(n) that the owner of a distributed generation facility report to the utility any change in ownership of the facility and the cessation of operations of the facility within 14 days of such change. Project Number 41325 is assigned to this proceeding.

Christine Wright, Senior Policy Analyst, Infrastructure and Reliability Division, has determined that for each year of the first five-year period the proposed amendment is in effect there will be no fiscal implications for state or local government as a result of enforcing or administering the amendment.

Ms. Wright has determined that for each year of the first five years the proposed amendment is in effect the public benefit anticipated as a result of enforcing the amendment will be the customer's access to on-site distributed generation. There will be no adverse economic effect on small businesses or micro-businesses as a result of enforcing the amendment. Therefore, no regulatory flexibility analysis is required. There is no anticipated economic cost to persons who are required to comply with the amendment as proposed.

Ms. Wright has also determined that for each year of the first five years the proposed amendment is in effect there should be no effect on a local economy, and therefore no local employment impact statement is required under Administrative Procedure Act (APA), Texas Government Code §2001.022.

The commission solicits comments on the following question:

Do amendments need to be made to the rule, tariff, application, or interconnection agreement to effectuate third-party ownership of distributed renewable generation pursuant to Public Utility Regulatory Act §39.916 and §25.217 of this title?

The commission proposes that tariff amendments that comply with the rule amendment be filed by 15 days after the effective date of the rule amendment.

The commission staff will conduct a public hearing on this rulemaking, if requested pursuant to the Administrative Procedure Act, Texas Government Code §2001.029, beginning at 9:30 a.m. on Friday, October 25, 2013, at the commission's offices located in the William B. Travis

Building, 1701 North Congress Avenue, Austin, Texas 78701. The request for a public hearing must be received by Friday, October 11, 2013.

Initial comments on the proposed amendment may be submitted to the Filing Clerk, Public Utility Commission of Texas, 1701 North Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326 by Monday, October 28, 2013. Reply comments may be submitted by Monday, November 11, 2013. Sixteen copies of comments to the proposed amendment are required to be filed pursuant to §22.71(c) of this title. Comments should be organized in a manner consistent with the organization of the proposed rule. The commission invites specific comments regarding the costs associated with, and benefits that will be gained by, implementation of the proposed amendment. The commission will consider the costs and benefits in deciding whether to adopt the amendment. All comments should refer to Project Number 41325.

The amendment is proposed under the Public Utility Regulatory Act, Texas Utilities Code Annotated §14.002 (West 2007 and Supp. 2012) (PURA), which provides the Public Utility Commission with the authority to make and enforce rules reasonably required in the exercise of its powers and jurisdiction; and specifically, §14.001, which provides the commission with the general power to regulate and supervise the business of each public utility within its jurisdiction and to do anything specifically designated or implied by PURA that is necessary and convenient to the exercise of that power and jurisdiction; §32.101, which requires an electric utility to file its tariff with each regulatory authority; §36.003, which requires that each rate be just and reasonable and not unreasonably preferential, prejudicial, or discriminatory; §38.001, which requires an electric utility to furnish service, instrumentalities, and facilities that are safe,

adequate, efficient, and reasonable; and PURA § 39.101(b)(3) which requires the commission to ensure that customers have access to on-site distributed generation and to providers of energy generation by renewable energy resources.

Cross Reference to Statutes: Public Utility Regulatory Act §§14.001, 14.002, 32.101, 36.003, 38.001, and 39.101(b)(3).

§25.211. Interconnection of On-Site Distributed Generation (DG).

(a)-(b) (No change.)

(c) **Definitions.** The following words and terms when used in this section and §25.212 of this title shall have the following meanings, unless the context indicates otherwise:

(1) **Application for interconnection and parallel operation**~~with the utility system or application~~--The ~~standard~~ form of application prescribed in subsection (q) of this section~~approved by the commission.~~

(2)-(6) (No change.)

(7) **Interconnection agreement**--The ~~standard~~ form of agreement, ~~which has been approved by the commission and~~ prescribed in subsection (p) of this section. The interconnection agreement sets forth the contractual conditions under which a company and a customer agree that one or more facilities may be interconnected with the company's utility system.

(8)-(15) (No change.)

(16) **Tariff for interconnection and parallel operation of distributed generation**--The ~~commission approved~~ tariff for interconnection and parallel operation of distributed generation prescribed in subsection (q) of this section, ~~including the application for interconnection and parallel operation of distributed generation and pre interconnection study fee schedule.~~

(17)-(18) (No change.)

(d) **Terms of Service.**

(1)-(4) (No change.)

- (5) **Tariffs.** No later than 30 days after the effective date of this section as amended, each electric utility shall file a tariff or tariffs for interconnection and parallel operation of distributed generation in conformance with the provisions of this section. This provision does not require a utility that filed an interconnection study fee tariff prior to the effective date of this rule as amended to refile such tariff. The utility may file a new tariff or a modification of an existing tariff. Such tariffs shall ensure that back-up, supplemental, and maintenance power is available to all customers and customer classes that desire such service, if the electric utility sells electricity. Any modifications of existing tariffs or offerings of new tariffs relating to this subsection shall be consistent with the form prescribed in subsection (q) of this section. ~~As part of the tariff filing required by commission approved form. Concurrent with the tariff filing in this section, each utility shall submit:~~
- (A) a schedule detailing the charges ~~for~~ for interconnection studies and all supporting cost data for the charges;
 - (B) ~~an~~ a standard application for interconnection and parallel operation of distributed generation; and
 - (C) the interconnection agreement prescribed in subsection (p) of this section ~~approved by the commission~~.
- (e)-(l) (No change.)
- (m) **Time periods for processing applications for interconnection and parallel operation** ~~with the utility system~~. In order to apply for interconnection the customer

shall provide the utility a completed application for interconnection and parallel operation with the utility system. The interconnection of distributed generation to the utility system shall take place within the following schedule:

- (1) For a facility with pre-certified equipment, interconnection shall take place within four weeks of the utility's receipt of a completed ~~interconnection~~ application.
- (2) (No change.)
- (3) If interconnection of a particular facility will require substantial capital upgrades to the utility system, the company shall provide the customer an estimate of the schedule and customer's cost for the upgrade. If the customer desires to proceed with the upgrade, the customer and the company will enter into a contract for the completion of the upgrade. The interconnection shall take place no later than two weeks following the completion of such upgrades, except in situations in which a customer is not able to connect within two weeks following the completion of such upgrades, this time may be extended by agreement of the electric utility and the customer. The utility shall employ best reasonable efforts to complete such system upgrades in the shortest time reasonably practical.
- (4) (No change.)
- (5) All applications for interconnection and parallel operation ~~of distributed generation~~ shall be processed by the utility in a non-discriminatory manner. Applications ~~shall~~ will be processed in the order that they are received. It is recognized that certain applications may require minor modifications while they are being reviewed by the utility. Such minor modifications to a pending

application shall not require that it be considered incomplete and treated as a new or separate application.

(n)-(o) (No change.)

(p) Agreement for Interconnection and Parallel Operation of Distributed Generation.

FIGURE: §25.211 (p)(1)

(q) Tariff for Interconnection and Parallel Operation of Distributed Generation.

FIGURE: §25.211 (q)(1)

This agency hereby certifies that the proposal has been reviewed by legal counsel and found to be within the agency's legal authority to adopt.

**ISSUED IN AUSTIN, TEXAS ON THE 12th DAY OF SEPTEMBER 2013 BY THE
PUBLIC UTILITY COMMISSION OF TEXAS
ADRIANA A. GONZALES**

Figure: 16 TAC §25.211(p)(1)

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 2019, by _____, ("Company"), and _____ ("Customer"), a _____ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Company and the Customer agree that one or more generating facility or facilities of ten megawatts MW or less and related interconnecting facilities to be interconnected at less than 60 kilovolts kV or less ("Facility or Facilities") may be interconnected to the Company's facilities utility system, as described in Exhibit A.

2. **Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect their ~~Facility or Facilities~~ at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas ("Commission") Substantive Rules § 25.211 relating to Interconnection of Distributed Generation and § 25.212 relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation; (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. **Responsibilities of Company and Customer** -- ~~Customer~~ Each Party shall will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, ~~Facility or Facilities~~ which it now or hereafter may own unless otherwise specified on Exhibit A. Customer shall conduct operations of ~~Facilities its facility(s)~~ in compliance with all aspects of the Rules, and Company shall conduct operations on its facilities utility system in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. ~~Maintenance of Facilities or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities~~ The Parties agree to cause their ~~Facilities or systems~~ to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its facilities distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the facilities system of one Party, affecting or impairing the facilities system of the other Party, or other other systems facilities with which Company a Party is interconnected.

Company shall will notify Customer if there is evidence that the ~~Facility~~ operation of Facilities causes disruption or deterioration of service to other utility customers served from the same grid or if the Facility operation of Facilities causes damage to Company's facilities system or other facilities with which Company is interconnected.

Customer shall will notify Company of any emergency or hazardous condition or occurrence with the ~~Customer's Facilities Unit(s)~~ which could affect safe operation of Company's the facilities system or other facilities with which Company is interconnected.

Customer shall provide Company at least 14 days' written notice of a change in ownership or cessation of operations of one or more Facilities.

4. Limitation of Liability and Indemnification

- a. **Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to Customer other than the interconnections service addressed by this Agreement, Company's liability to Customer shall be limited as set forth in _____ of Company's CommissionPUC-approved tariffs and terms and conditions for electric service, which are incorporated herein by reference.**
- b. **Neither Company nor Customer shall be liable to the other for damages for anything act that is beyond such pParty's control, including any event that is a result of an act of God, labor disturbance, act of athe public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.**
- c. **Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the Customer or for the Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.**
- d. **Please check the appropriate box.**

Private Entity

Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction, or operation of its ~~f~~Facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Customer. This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

Federal Agency

Notwithstanding Paragraph 4.b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for

any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

- e. ~~Company and Customer shall each be responsible for the safe installation, maintenance, repair, and condition of their respective facilities lines and appurtenances on their respective sides of the pPoints of Interconnection delivery. The Company does not assume any duty of inspecting the Customer's Facilities lines, wires, switches, or other equipment and will not be responsible therefor. Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Customer.~~
- f. ~~For the mutual protection of the Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Customer's service entrance conductors to be energized.~~

5. **Right of Access, Equipment Installation, Removal & Inspection**— Upon reasonable notice, ~~the Company may send a qualified person to the premises of the Customer at or immediately before the time the Facility Facilities first produces energy to inspect the interconnection, and observe Facilities the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three days after initial startup of Facilities the unit.~~

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

6. **Disconnection of Facilities Unit** — Customer retains the option to disconnect from Company's ~~facilities utility system~~. Customer ~~shall will~~ notify the Company of its intent to disconnect by giving the Company at least thirty ~~days' prior~~ written notice. Such disconnection shall not be a termination of ~~this the a~~ Agreement unless Customer exercises rights under Section 7.

Customer shall disconnect ~~Facilities Facility~~ from Company's ~~facilities system~~ upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs ~~of on~~ Company's ~~facilities utility system~~, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of ~~the Company's facilities utility system~~ serving ~~e~~ Customer, Company shall have the right to suspend service to effect immediate repairs ~~of on~~ Company's ~~facilities utility system~~, but ~~the~~ Company shall use its best efforts to provide ~~the~~ Customer with reasonable prior notice.

7. **Effective Term and Termination Rights**— This Agreement becomes effective when executed by both ~~p~~ Parties and shall continue in effect until terminated. The ~~a~~ Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving ~~the~~ Company sixty days' written notice; (b) Company may terminate upon failure by ~~the~~ Customer to generate energy from ~~the Facilities~~ in parallel with ~~the~~ Company's ~~facilities system~~ within twelve months after completion of the interconnection; (c) either ~~p~~ Party may terminate by giving the other ~~p~~ Party at least sixty days' ~~prior~~ written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days' written notice if possible in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

8. **Governing Law and Regulatory Authority** — Please check the appropriate box.

Private Entity: This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

Federal Agency: This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including, but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342 and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613), must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all the attached Exhibits A and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

11. **Written Notices** --- Written Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

(b) If to Customer:

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. **Invoicing and Payment** -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the Commission PUCT.

13. **No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

14. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

15. **Headings** -- The descriptive headings of the various ~~articles and sections~~ parts of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

16. **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.

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

[COMPANY NAME]

[CUSTOMER NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.

Name of Point of Interconnection

[Insert Facility Schedule number and name for each Point of Interconnection]

FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Name:

2. Owner:

32. Facility location:

43. Delivery voltage:

54. Metering (voltage, location, losses adjustment due to metering location, and other):

65. Normal Operation of Interconnection:

76. One line diagram attached (check one): _____ Yes / _____ No

87. Equipment Facilities to be furnished by Company:

98. Equipment Facilities to be furnished by Customer:

109. Cost Responsibility:

110. Control area interchange point (check one): _____ Yes / _____ No

124. Supplemental terms and conditions attached (check one): _____ Yes / _____ No

[COMPANY NAME]

[CUSTOMER NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**TARIFF FOR INTERCONNECTION AND
PARALLEL OPERATION OF DISTRIBUTED GENERATION**

X.X Distributed Generation Interconnection
Applicable: Retail Distribution Service
Effective Date: _____

Sheet: 1
Revision: ~~1~~Original
Page 1

1.1 Distributed Generation Interconnection

Availability

Company shall interconnect distributed generation as described in PUC Substantive Rules §25.211 and §25.212 pursuant to the terms of the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein.

Application

A ~~customer~~ ~~person~~ seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System, which is incorporated herein.

Definitions (to be inserted by Company)

- 1) Non-Peak Hours - _____
- 2) Peak Hours - _____

Pricing _____

Standby _____

Maintenance _____

Supplemental _____

Terms and Conditions of Service

The terms and conditions under which interconnection of distributed generation is to be provided are contained in Commission Substantive Rules §25.211 and §25.212, which are incorporated herein by reference, and in the Agreement for Interconnection and Parallel Operation of Distributed Generation, ~~which~~ ~~which~~ is incorporated herein. The rules are subject to change from time to time as determined by the Commission, and such changes shall be automatically applicable hereto based upon the effective date of any Commission order or rule amendment.

Figure: 16 TAC §25.211 (q)(1)

TARIFF FOR INTERCONNECTION AND
PARALLEL OPERATION OF DISTRIBUTED GENERATION

X.X Distributed Generation Interconnection
Applicable: Retail Distribution Service
Effective Date: _____

Sheet: 1
Revision: 1Original
Page 2

Studies and Services

Pre-interconnection studies may be required and conducted by Company. Other services may be provided as requested by the customer and provided pursuant to negotiations and agreement by the customer and Company and may be subject to approval by the Commission.

Pre-Interconnection Study Fee Schedule

Prescribed Form for the Application for Interconnection and Parallel Operation of Distributed Generation ~~with the Utility System~~

Customers seeking to interconnect distributed generation with the utility system will complete and file with the company the following Application for Parallel Operation:

TARIFF FOR INTERCONNECTION AND
PARALLEL OPERATION OF DISTRIBUTED GENERATION

X.X Distributed Generation Interconnection
Applicable: Retail Distribution Service
Effective Date: _____

Sheet: 1
Revision: ~~1~~Original
Page 3

**APPLICATION FOR INTERCONNECTION AND
PARALLEL OPERATION OF DISTRIBUTED GENERATION
WITH THE UTILITY SYSTEM**

Return Completed Application to: [Utility Company name] _____
Attention: ~~Manager, Distribution~~
Planning [applicable name and/or job title]
[Address] _____

Customer's Name: _____

Address: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Service Point Address: _____

Information Prepared and Submitted By: _____
(Name and Address) _____

Signature _____

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by the _____ (Company) for interconnection with the utility system.

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Figure: 16 TAC §25.211 (q)(1)

TARIFF FOR INTERCONNECTION AND
PARALLEL OPERATION OF DISTRIBUTED GENERATION

X.X Distributed Generation Interconnection
Applicable: Retail Distribution Service
Effective Date: _____

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Kilowatt Rating (95 F at location) _____

Kilovolt-Ampere Rating (95 F at location): _____

Power Factor: _____

Voltage Rating: _____

Ampere Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power: _____ Yes / _____ No / _____ TBD

If Yes, maximum amount expected: _____

Do you wish [utility name] ~~Utility XXX~~ to report excess generation to your REP? _____ Yes /
_____ No

Pre-Certification Label or Type Number: _____

Expected ~~Energization~~ Energizing and Start-up Date:

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other (please describe)) _____

One-line diagram attached: _____ Yes

~~Has the generator Manufacturer supplied its~~ Does [utility name] have the dynamic modeling values (if available) from the generator manufacturer to the Host Utility? _____ Yes

If not, please explain: _____

~~{(Note: Requires a Yes for complete application. For Pre-Certified Equipment, the answer is Yes. Otherwise, applicant must provide the dynamic modeling values if they are available.)}~~

Layout sketch showing lockable, "visible" disconnect device is attached:

_____ Yes

Figure: 16 TAC §25.211 (q)(1)

**TARIFF FOR INTERCONNECTION AND
PARALLEL OPERATION OF DISTRIBUTED GENERATION**

X.X Distributed Generation Interconnection
Applicable: Retail Distribution Service
Effective Date: _____

Sheet: 1
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[COMPANY NAME]

[CUSTOMER NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____