SOUTH CAROLINA
GENERATOR INTERCONNECTION PROCEDURES, FORMS, AND AGREEMENTS

For State-Jurisdictional Interconnections

Effective 04/26/2016

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 1 of 115

TABLE OF CONTENTS

Page No.

Section 1. General Requirements 1

1.1 Applicability 1
1.2 Pre-Application Report 2
1.3 Interconnection Request 5
1.4 Modification of the Interconnection Request 7
1.5 Site Control 7
1.6 Queue Number 8
1.7 Interconnection Requests Submitted and Interconnection Agreements Executed Prior to the Effective Date of these Procedures 8

Section 2. Optional 20 kW Inverter Process for Certified Inverter-Based Generating Facilities No Larger than 20 kW 8

2.1 Applicability 8
2.2 Interconnection Request 10
2.3 Certificate of Completion 11
2.4 Contact Information 11
2.5 Ownership and Lessor Information 12
2.6 UL 1741 Listed 12

Section 3. Optional Fast Track Process for Certified Generating Facilities 12

3.1 Applicability 12
3.2 Fast Track Review 13
3.3 Customer Options Meeting 16
3.4 Supplemental Review 17

Section 4. Study Process 18

4.1 Applicability 18
4.2 Scoping Meeting 18
4.3 System Impact Studies 19
4.4 Facilities Study 20

Section 5. Interconnection Agreement and Scheduling 20

5.1 Construction Planning Meeting 20
5.2 Interconnection Agreement 21

Section 6. Provisions that Apply to All Interconnection Requests 22

6.1 Reasonable Efforts 22
6.2 Disputes 22
6.3 Withdrawal of An Interconnection Request 22
6.4 Interconnection Metering 23
6.5 Commissioning 23
6.6 Confidentiality 23
6.7 Comparability 24
6.8 Record Retention 24
6.9 Coordination with Affected Systems 24

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 2 of 115

Page No.

6.10 Capacity of the Generating Facility 25
6.11 Sale of a Generation Facility 25
6.12 Insurance 26
6.13 Certification Codes and Standards 27
6.14 Certification of Generator Equipment Packages 27

Attachment 1 – Glossary of Terms

Attachment 2 – Pre-Application Report Request Form

Attachment 3 – Interconnection Request Application Form

Attachment 4 – Sample Site Control Verification Form

Attachment 5 – Certification Codes and Standards

Attachment 6 – Certification of Generator Equipment Packages

Attachment 7 – Interconnection Request, Certificate of Completion, and Terms and Conditions for Certified Inverter-Based Generating Facilities No Larger than 20 kW

Attachment 8 – System Impact Study Agreement

Attachment 9 – Facilities Study Agreement

Attachment 10 – Interconnection Agreement

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 3 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 4 of 115

Section 1. General Requirements

1.1 Applicability

1.1.1 This Standard contains the requirements, in addition to applicable tariffs and service regulations, for the interconnection and parallel operation of Generating Facilities with Utility Systems in South Carolina. These procedures apply to Generating Facilities that are interconnecting to Utility Systems in South Carolina where the Interconnection Customer is not selling the output of its Generating Facility to an entity other than the Utility to which it is interconnecting. These procedures do not apply to state-jurisdictional Generating Facilities that are requesting Network Resource Interconnection Service. At the time the Interconnection Request is submitted, a Generating Facility must inform the Utility to which it plans to interconnect that it is requesting Network Resource Interconnection Service, and the Utility will apply the FERC Large Generator Interconnection Process in place at the time the Interconnection Request is submitted. The Public Service Commission of South Carolina retains jurisdiction over the application and processing of these requests for Network Resource Interconnection Service.

Interconnection Requests for new Generating Facilities shall be submitted to the Utility for approval at the final design stage and prior to the beginning of construction.

The submission of a written request for a Section 1.2 Pre-Application Report is encouraged to identify potential interconnection issues unforeseen by the Interconnection Customer.

Revised Interconnection Requests for equipment or design changes should be submitted pursuant to Section 1.4.

Notification by the Interconnection Customer to the Utility of change of ownership or change in control must be submitted pursuant to Section 6.11.

1.1.1.1 A request to interconnect a certified inverter-based Generating Facility no larger than 20 kW shall be evaluated under the Section 2, 20 kW Inverter Process. (See Attachments 5 and 6 for certification criteria.)

1.1.1.2 A request to interconnect a certified Generating Facility no larger than the capacity specified in Section 3.1 shall be evaluated under the Section 3 Fast Track Process. (See Attachments 5 and 6 for certification criteria.)

1.1.1.3 A request to interconnect a Generating Facility larger than the capacity stated in Section 3.1, or a Generating Facility that does not qualify for or pass the Fast Track Process or qualify for the 20 kW Inverter Process, in maximum rated capacity shall be evaluated under the Section 4 Study Process.

1.1.2 Capitalized terms used herein shall have the meanings specified in the attached Glossary of Terms in Attachment 1 or the body of these procedures.

1.1.3 Neither these procedures nor the requirements included hereunder apply to Generating Facilities interconnected prior to the effective date of these procedures.

1.1.4 Prior to submitting its Interconnection Request, the Interconnection Customer may ask the Utility's interconnection contact employee or office whether the proposed interconnection is subject to these procedures. The Utility shall respond within 10 Business Days.

1.1.5 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices. The Interconnection Customer is responsible for reviewing the NERC registration requirements, registering when applicable and complying with the applicable Electric Reliability Organization (ERO) reliability standards.

1.1.6 The Utility shall designate an employee or office from which information on the application process can be obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The name, telephone number, and e-mail address of such contact employee or office shall be made available on the Utility's Internet web site.

1.2 Pre-Application Report

1.2.1 An Interconnection Customer may submit a formal written Pre-Application Report request form (see Attachment 2) along with a non-refundable fee of $500 for a Pre-Application Report on a proposed project at a specific site. The Utility shall provide the Pre-Application data described in Section 1.2.2 to the Interconnection Customer within twenty (20) Business Days of receipt of the completed request form and payment of the $500 fee. The Pre-Application Report produced by the Utility is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Utility’s system and to obtain a Queue Number. The written Pre-Application Report request form shall include the information in

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 5 of 115

Sections 1.2.1.1 through 1.2.1.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection. Any one developer shall have no more than ten (10) requests for Pre-Application Reports in the Pre-Application Report queue at one time.

1.2.1.1 Project contact information, including name, address, phone number, and email address.

1.2.1.2 Project location (street address, location map with nearby cross streets and town, etc).

1.2.1.3 Meter number, pole number, location map or other equivalent information identifying proposed Point of Interconnection, if available.

1.2.1.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)

1.2.1.5 Size (alternating current kW).

1.2.1.6 Single or three phase generator configuration.

1.2.1.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)

1.2.1.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.

1.2.2. Using the information provided by the Interconnection Customer in the Pre-Application Report request form in Section 1.2.1, the Utility shall identify the substation/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 screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional Pre-Application Reports if information about multiple Points of Interconnection is requested. Subject to Section 1.2.3, the Pre-Application Report shall include the following information:

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 6 of 115

1.2.2.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.

1.2.2.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.

1.2.2.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.

1.2.2.4 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.

1.2.2.5 Nominal distribution circuit voltage at the proposed Point of Interconnection.

1.2.2.6 Approximate circuit distance between the proposed Point of Interconnection and the substation.

1.2.2.7 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load and absolute minimum load, when available.

1.2.2.8 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.

1.2.2.9 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.

1.2.2.10 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.

1.2.2.11 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 7 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 8 of 115

1.2.2.12 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.

1.2.2.13 Other information regarding an Affected System the Utility deems relevant to the Interconnection Customer.

1.2.3 The Pre-Application Report need only include existing data. A Pre-Application 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 the Pre-Application Report due to lack of available data, the Utility shall provide the Interconnection Customer with a Pre-Application Report that includes the data that is readily available. Notwithstanding any of the provisions of this section, the Utility shall, in good faith, include data in the Pre-Application Report that represents the best available information at the time of reporting. Further, the total capacity provided in Section 1.2.2.1 does not indicate that an interconnection of aggregate generation up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the Pre-Application Report may become outdated at the time of the submission of the complete Interconnection Request.

1.3 Interconnection Request

1.3.1 The Interconnection Customer shall submit its Interconnection Request to the Utility, and the Utility shall notify the Interconnection Customer confirming receipt of the Interconnection Request within three (3) Business Days of receiving the Interconnection Request.

The Interconnection Request Application Form shall be date- and time-stamped upon receipt of the following:

1.3.1.1 A substantially complete Interconnection Request Application Form contained in Attachment 3 submitted by a valid legal entity registered with the South Carolina Secretary of State, and signed by the Interconnection Customer.

1.3.1.2 The applicable fee or Interconnection Request deposit. The applicable fee is specified in the Interconnection Request Application Form and applies to a certified inverter-based Generating Facility no larger than 20 kW reviewed under Section

2 and to any certified Generating Facility no larger than the capacity specified in Section 3.1 to be evaluated under the Section 3 Fast Track Process.

For all Generating Facilities that do not qualify for the 20 kW Inverter Process or the Fast Track Process, or fail the Fast Track screens and are to be evaluated under the Section 4 Study Process, an Interconnection Request deposit is required in addition to any fee previously paid. The Interconnection Request deposit shall equal $10,000 plus $1 per kWac of capacity specified in the Interconnection Request Application Form. The Interconnection Request deposit is intended to cover the Utility's reasonably anticipated costs for conducting the System Impact Study and the Facilities Study. Such deposit shall, however, be applicable towards the cost of all studies, Upgrades and Interconnection Facilities.

1.3.1.3 Demonstration of site control as defined in Section 1.5.

1.3.1.4 A site plan indicating the location of the project, the property lines and the desired Point of Interconnection.

1.3.1.5 An electrical one-line diagram for the Generating Facility.

1.3.1.6 Inverter specification sheets for the Interconnection Customer's equipment that will be utilized, if applicable.

1.3.2 The original date- and time-stamp applied to the Interconnection Request Application Form shall be accepted as the qualifying date- and time-stamp for the purposes of establishing Queue Position and any timetable in these procedures.

1.3.3 The Utility shall notify the Interconnection Customer within ten (10) Business Days of the receipt of the Interconnection Request Application Form as to whether the Form and initial supporting documentation specified in Sections 1.3.1.1 through 1.3.1.6 are complete or incomplete. An Interconnection Request will be deemed complete upon submission of the listed information in Section 1.3.1 to the Utility.

1.3.4 If the Interconnection Request Application Form and/or the initial supporting documentation is incomplete, the Utility shall provide, along with notice that the information is incomplete, a written list detailing all information that must be provided. The Interconnection Customer will have ten (10) Business Days after receipt of the notice to submit the listed information. If the Interconnection Customer does not provide the listed information or a request for an extension of time, not to exceed ten (10) additional Business

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 9 of 115

Days, within the deadline, the Interconnection Request will be deemed withdrawn.

1.4 Modification of the Interconnection Request

To the extent Interconnection Customer proposes to modify any information provided in the Interconnection Request deemed complete by the Utility, the Interconnection Customer shall submit any such modifications to the Utility in writing. If the Utility determines that the proposed modification(s) constitutes a Material Modification, the Utility shall notify the Interconnection Customer in writing within ten (10) Business Days that the modification is a Material Modification and the Interconnection Request shall be withdrawn from the Queue unless the Interconnection Customer withdraws the proposed Material Modification in writing within ten (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 Interconnection Customer in writing that the modification has been accepted and that the Interconnection Customer shall retain its Queue Number. Any dispute as to the Utility's determination that a modification constitutes a Material Modification shall proceed in accordance with Section 6.2 below.

1.5 Site Control

Documentation of site control shall be submitted to the utility with the Interconnection Request using the sample Site Control Verification Form included in Attachment 4.

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 Generating Facility;

2. An exclusive option to purchase or acquire a leasehold site for such purpose; or

3. An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.

Should the Interconnection Customer's site control lapse at any point in time prior to interconnection and such lapse is brought to the attention of Utility, the Utility shall notify the Interconnection Customer in writing of the alleged lapse in site control. The Interconnection Customer shall have ten (10) Business Days from the posted date on the notice from the Utility to cure and submit documentation of re-established site control, where failure to cure the lapse will result in the Interconnection Request being deemed withdrawn.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 10 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 11 of 115

1.6 Queue Number

1.6.1 The Utility shall assign a Queue Number pursuant to Section 1.3.2. The Queue Number of each Interconnection Request shall be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection.

1.6.2 Subject to the provisions of Sections 1.3, 1.4, and 1.5, Generating Facilities shall retain the Queue Number assigned to their initial Interconnection Request throughout the review process, including where moving through the processes covered by Sections 2, 3, and 4.

1.7 Interconnection Requests Submitted and Interconnection Agreements Executed Prior to the Effective Date of these Procedures

Nothing in this Standard affects an Interconnection Customer's Queue Position assigned before the effective date of this Standard. The Utility shall complete work pursuant to any interconnection study agreement executed prior the effective date of this Standard in accordance with the terms and conditions of that interconnection study agreement. Any new studies or other additional work requested by an Interconnection Customer after the effective date of this Standard will be completed pursuant to this Standard. The Interconnection Customer shall comply with the Section 1.3.1 requirements for a completed Interconnection Request under this Standard prior to the Utility completing a new study or additional work. Proposed modifications to any Interconnection Request will be reviewed under Section 1.4. The Utility and the Interconnection Customer shall also be bound by the terms and conditions of any Interconnection Agreement executed by both Parties prior to the effective date of this Standard, except that Section 1.4 shall govern any modification to the Generating Facility.

Section 2. Optional 20 kW Inverter Process for Certified Inverter-Based Generating Facilities No Larger than 20 kW

2.1 Applicability

The 20 kW Inverter Process is available to an Interconnection Customer proposing to interconnect its inverter-based Generating Facility with the Utility's System if the Generating Facility is no larger than 20 kW and if the Interconnection Customer's proposed Generating Facility meets the codes, standards, and certification requirements of Attachments 5 and 6 of these procedures, or the Utility has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate.

The Utility shall reserve circuit capacities specifically designated for Generating Facilities that meet the criteria for inclusion in the 20 kW Inverter Process. These

projects will be streamlined and not require a study process, unless it is deemed necessary by the Utility. Once a reserved circuit phase capacity is exceeded, any subsequent Generator Interconnection Requests on that circuit will follow the defined Section 3 Fast Track Process. The table below lists the circuit voltage levels and the associated reserved capacities.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 12 of 115

Reserved Circuit Capacities for 20 kW and Less	
Line-Line Voltage	Reserved Capacity Per Phase
< 10 kV	150 kW
≥ 10 kV and < 15 kV	450 kW
≥ 15 kV and < 25 kV	500 kW

2.2 Interconnection Request

The Interconnection Customer shall complete the Interconnection Request Application Form for a certified inverter-based Generating Facility no larger than 20 kW in the form provided in Attachment 7 and submit it to the Utility, together with the non-refundable processing fee specified in the Interconnection Request Application Form and the documentation required pursuant to Section 1.3.1.

2.2.1 The Utility shall verify that the Generating Facility can be interconnected safely and reliably using the reserved circuit capacities presented in Section 2.1 or if aggregate 20 kW and under projects exceed the reserved capacity per phase, then by applying the screens contained in the Fast Track Process. (See Section 3.2.1.) The Utility has 15 Business Days to complete this process. Unless the Utility determines and demonstrates that the Generating Facility cannot be interconnected safely and reliably, the Utility shall approve the Interconnection Request upon fulfillment of all requirements in Section 1.3 and return the Interconnection Request Application Form to the Interconnection Customer.

2.2.1.2 If the proposed interconnection passes the screens but the Utility determines that minor Utility construction is required to interconnect the Generating Facility to the Utility's system, the Interconnection Request shall be approved and the Utility will provide the Interconnection Customer a non-binding good faith estimate of the cost of interconnection along with the Interconnection Request Application Form within 15 Business Days after the determination.

2.2.1.3 If the proposed interconnection passes the screens, but the costs of interconnection including Upgrades and Interconnection Facilities cannot be determined without further study or review, the Utility will notify the Interconnection Customer within 15 Business Days of receiving the complete Interconnection Request that the Utility will need to complete a Facilities Study under Section 4.4 to determine the necessary costs of interconnection.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 13 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 14 of 115

2.2.2 Screens failure: Despite the failure of one or more screens, the Utility, at its sole option, may approve the interconnection provided such approval is consistent with safety, reliability, and power quality standards. If the Utility cannot determine that the Generating Facility may be interconnected consistent with safety, reliability, and power quality standards, the Utility shall provide the Interconnection Customer with detailed information on the reasons for failure in writing within 15 Business Days of receiving the complete Interconnection Request. In addition, the Utility shall offer to continue evaluating the Interconnection Request under the Section 4 Study Process.

2.3 Certificate of Completion

2.3.1 After installation of the Generating Facility, the Interconnection Customer shall submit the Certificate of Completion in the form provided in Attachment 7 to the Utility.

2.3.2 The Utility may inspect the Generating Facility for compliance with Commission standards to assure safety and reliability of the interconnected Generator including a witness test. The Utility is obligated to complete this witness test within ten (10) Business Days of the receipt of the Certificate of Completion. If the Utility does not inspect within ten (10) Business Days or by mutual agreement of the Parties, the witness test is deemed waived. If the witness test is not satisfactory, the Utility has the right to disconnect the Generating Facility, and the Interconnection Customer has no right to operate in parallel with the Utility until the witness test deficiencies have been corrected.

2.3.3 Prior to parallel operation, the Utility shall notify the Interconnection Customer in writing that interconnection and energization of the Generating Facility is authorized and will schedule an appropriate metering replacement if necessary within ten (10) Business Days from successful completion, or waiver, of the witness test. Interconnection Customer is not authorized to energize the Generating Facility until this notice is received. Interconnection and parallel operation of the Generating Facility is subject to the Terms and Conditions stated in Attachment 7 of these procedures.

2.4 Contact Information

The Interconnection Customer must provide its contact information. If another entity is responsible for interfacing with the Utility, that contact information must also be provided on the Interconnection Request Application Form.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 15 of 115

2.5 Ownership and Lessor Information

The Interconnection Customer shall provide the legal name(s) of the owner(s) of the Generating Facility on the Attachment 7 Interconnection Request. If the Generating Facility is leased to the Interconnection Customer pursuant to the leasing program authorized under S.C. Code § 58-27-2600, et seq., the Interconnection Customer shall provide the lessor's name and certificate number issued by the Office of Regulatory Staff.

2.6 UL 1741 Listed

The Underwriters' Laboratories (UL) 1741 standard (Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources) addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a nationally recognized testing laboratory that verifies compliance with UL 1741. This "listing" is then marked on the equipment and supporting documentation.

Section 3. Optional Fast Track Process for Certified Generating Facilities

3.1 Applicability

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Generating Facility with the Utility's System if the Generating Facility's capacity does not exceed the size limits identified in the table below. Generating Facilities below these limits are eligible for Fast Track review. However, Fast Track eligibility is distinct from the Fast Track Process itself, and eligibility does not imply or indicate that a Generating Facility will pass the Fast Track screens in Section 3.2 below.

All Generating Facilities requesting interconnection with a Distribution Secondary Area Network System are ineligible for the Fast Track Process regardless of size. These type interconnection requests will be reviewed under the Section 4 Study Process due to the highly technical nature of the Area Network grid setup.

Fast Track eligibility is determined based upon the generator type, the size of the generator, voltage of the line and the location of and the type of line at the Point of Interconnection. All Generating Facilities connecting to lines greater or equal to 25 kilovolt (kV) are ineligible for the Fast Track Process regardless of size. Only certified inverter-based systems are eligible for the Fast Track Process and the size limit varies according to the voltage of the line at the proposed Point of Interconnection. Certified inverter-based Generating Facilities located within 2.5 electrical circuit miles of a substation and on a mainline (as defined in the table below) are eligible for the Fast Track Process under the higher thresholds set forth in the table below. In addition to the size threshold, the Interconnection Customer's proposed Generating Facility must meets the codes, standards, and certification

requirements of Attachments 5 and 6 of these procedures, or the Utility has to have reviewed the design or tested the proposed Generating Facility and be satisfied that it is safe to operate.

Fast Track Eligibility for Inverter-Based Systems[1]		
Line Voltage	Fast Track Eligibility Regardless of Location	Fast Track Eligibility on a Mainline[2] and ≤ 2.5 Electrical Circuit Miles from Substation[3]
< 5 kV	≤ 100 kW	≤ 500 kW
≥ 5 kV and < 25 kV	≤ 1 MW	≤ 2 MW
≥ 25 kV	*Not eligible*	*Not eligible*

[1] Must be an UL certified inverter.
[2] For purposes of this table, a mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 336.4 kcmil, 397.5 kcmil, 477 kcmil and 795 kcmil.
[3] An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report pursuant to section 1.2.

3.2 Fast Track Review

Within 20 Business Days after the Utility notifies the Interconnection Customer it has received a complete Interconnection Request pursuant to Section 1.3, the Utility shall perform an initial review using the screens set forth below, shall notify the Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the Utility's determinations under the screens.

3.2.1 Screens

3.2.1.1 The proposed Generating Facility's Point of Interconnection must be on a portion of the Utility's Distribution System.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 16 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 17 of 115

3.2.1.2 For interconnection of a proposed Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Generating Facility, on the circuit shall not exceed 15% of the line section annual peak load as most recently measured at the substation. A line section is that portion of a Utility's System connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

3.2.1.3 For interconnection of a proposed Generating Facility to the load side of spot network protectors, the proposed Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5% of a spot network's maximum load or 50 kW.[1]

3.2.1.4 The proposed Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10% to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

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

3.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service to be provided to the Interconnection Customer, including line configuration and the transformer connection for the purpose of limiting the potential for creating over-voltages on the Utility's 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	3-phase or single phase, phase-to-phase	Pass Screen

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

Three-phase, four wire	Effectively-grounded three-phase or single phase, line-to-neutral	Pass Screen

3.2.1.7 If the proposed Generating Facility is to be interconnected on a single-phase shared secondary, the aggregate Generating Facility capacity on the shared secondary, including the proposed Generating Facility, shall not exceed 65% of the transformer nameplate rating.

3.2.1.8 If the proposed Generating Facility 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.

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

3.2.2 Screen Results

3.2.2.1 If the proposed interconnection passes the screens and requires no construction by the Utility on its own System, the Interconnection Request shall be approved and the Utility will provide the Interconnection Customer an executable Interconnection Agreement within ten (10) Business Days after notifying the Interconnection Customer of the determination in Section 3.2.

3.2.2.2 If the proposed interconnection passes the screens and the Utility is able to determine without further study or review that only minor Utility construction is required to interconnect the Generating Facility to the Utility's system, the Interconnection Request shall be approved and the Utility will provide the Interconnection Customer a non-binding good faith estimate of the cost of interconnection along with an executable Interconnection Agreement within 15 Business Days after notifying the Interconnection Customer of the determination in Section 3.2.

3.2.2.3 If the proposed interconnection passes the screens, but the costs

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 18 of 115

of interconnection including System Upgrades and Interconnection Facilities cannot be determined without further study or review, the Utility will notify the Interconnection Customer when it provides its determination in Section 3.2 that the Utility will need to complete a Facilities Study under Section 4.4 to determine the necessary costs of interconnection.

3.2.2.4 If the proposed interconnection fails the screens, but the Utility determines that the Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, and requires no construction by the Utility on its own System, the Utility shall provide the Interconnection Customer an executable Interconnection Agreement within ten (10) Business Days after the determination.

3.2.2.5 If the proposed interconnection fails the screens, but the Utility determines that the Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards and the Utility is able to determine without further study or review that only minor Utility construction is required to interconnect with the Generating Facility, the Interconnection Request shall be approved and the Utility will provide the Interconnection Customer a non-binding good faith estimate of the cost of interconnection along with an executable Interconnection Agreement within 15 Business Days after the determination.

3.2.2.6 If the proposed interconnection fails the screens, and the Utility does not or cannot determine from the initial review that the Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless the Interconnection Customer is willing to consider minor modifications or further study, the Utility shall provide the Interconnection Customer with the opportunity to attend a customer options meeting as described in Section 3.3 below.

3.3 Customer Options Meeting

If the Utility determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost, (2) additional studies or actions, or (3) incurring significant cost to address safety, reliability, or power quality problems, the Utility shall notify the Interconnection Customer of that determination within five (5) Business Days after the determination, and provide copies of all data and analyses underlying its conclusion. Within ten (10) Business Days of the Utility's determination in Section 3.2, the Utility shall offer to convene a customer options meeting to review possible Interconnection Customer facility modifications or the

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 19 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 20 of 115

screen analysis and related results, to determine what further steps are needed to permit the Generating Facility 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:

3.3.1 Offer to perform a supplemental review under Section 3.4 if the Utility concludes that supplemental review might determine that the Generating Facility could continue to qualify for interconnection pursuant to the Fast Track Process, and provide a non-binding good faith estimate of the costs of such review. The Utility's cost estimate will be based upon a rate per hour of $150 applied to the time, not to exceed 30 hours, that the Utility estimates will be required for Utility personnel to complete the supplemental review. The Interconnection Customer shall have ten (10) Business Days to accept the Utility's offer to perform a Supplemental Review and post any deposit requirement for the Supplemental Review or the Interconnection Request shall be deemed to be withdrawn ; or

3.3.2 Offer to continue evaluating the Interconnection Request under the Section 4 Study Process if the Utility determines that the time required to complete supplemental review would exceed 30 hours. The Interconnection Customer shall have ten (10) Business Days to agree in writing to its Interconnection Request continuing to be evaluated under the Section 4 Study Process, and post any deposit requirement for the Study Process, or the Interconnection Request shall be deemed to be withdrawn.

3.4 Supplemental Review

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

3.4.1 Within ten (10) Business Days following receipt of the deposit for a supplemental review, the Utility will determine if the Generating Facility can be interconnected safely and reliably.

3.4.1.1 If so, the Utility shall forward an executable Interconnection Agreement to the Interconnection Customer within ten (10) Business Days.

3.4.1.2 If so, and Interconnection Customer facility modifications are required to allow the Generating Facility to be interconnected

consistent with safety, reliability, and power quality standards under these procedures, the Utility shall forward an executable Interconnection Agreement to the Interconnection Customer within fifteen (15) Business Days after confirmation that the Interconnection Customer has agreed to make the necessary modifications at the Interconnection Customer's cost.

3.4.1.3 If so, and minor modifications to the Utility's System are required to allow the Generating Facility to be interconnected consistent with safety, reliability, and power quality standards under these procedures, the Utility shall forward an executable Interconnection Agreement to the Interconnection Customer within ten (10) Business Days that requires the Interconnection Customer to pay the costs of such System modifications prior to interconnection.

If not, the Interconnection Request will continue to be evaluated under the Section 4 Study Process, provided the Interconnection Customer indicates it wants to proceed and submits the required deposit within 15 Business Days.

Section 4. Study Process

4.1 Applicability

The Study Process shall be used by an Interconnection Customer proposing to interconnect its Generating Facility with the Utility's System if the Generating Facility exceeds the size limits for the Section 3 Fast Track Process, is not certified, or is certified but did not pass the Fast Track Process or the 20 kW Inverter Process. The Interconnection Customer may be required to submit additional documentation, as may be requested by the Utility in writing, during the Study Process.

4.2 Scoping Meeting

4.2.1 A scoping meeting will be held within ten (10) Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. The Utility and the Interconnection Customer will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting. The scoping meeting may be omitted by mutual agreement in writing.

4.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request. The Parties shall further discuss whether the Utility should perform a System Impact Study, a Facilities Study, or proceed directly to an

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 21 of 115

Interconnection Agreement.

4.2.3 If the Utility, after consultation with the Interconnection Customer, determines that the project should proceed to a System Impact Study or Facilities Study, the Utility shall provide the Interconnection Customer, no later than ten (10) Business Days after the scoping meeting, either a System Impact Study Agreement (Attachment 8) or a Facilities Study Agreement (Attachment 9), as appropriate, including an outline of the scope of the study or studies and a nonbinding good faith estimate of the cost to perform the study or studies, which cost shall be subtracted from the deposit outlined in Section 1.3.1.2.

4.2.4 If the Parties agree not to perform a System Impact Study or Facilities Study, but to proceed directly to an Interconnection Agreement, the Parties shall proceed to the Construction Planning Meeting as called for in Section 5.

4.3 System Impact Study

4.3.1 In order to retain its Queue Position, the Interconnection Customer must return a System Impact Study Agreement signed by the Interconnection Customer within fifteen (15) Business Days of receiving an executable System Impact Study Agreement.

4.3.2 The scope of and cost responsibilities for a System Impact Study are described in the System Impact Study Agreement. The time allotted for completion of the System Impact Study shall be as set forth in the System Impact Study Agreement.

4.3.3 The System Impact Study shall identify and detail the electric system impacts that would result if the proposed Generating Facility were interconnected without project modifications or electric system modifications, or to study potential impacts, including, but not limited to, those identified in the scoping meeting. The System Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the electric system, including the distribution and transmission systems, if required.

4.3.4 The System Impact Study report will provide the preliminary estimated Interconnection Facilities charge, which is a preliminary non-binding indication of the cost and length of time that would be necessary to provide the Interconnection Facilities.

4.3.5 After receipt of the System Impact Study report, the Interconnection Customer shall inform the Utility in writing within 30 Business Days if it wishes to withdraw the Interconnection Request and to request an

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 22 of 115

accounting of any remaining deposit amount pursuant to Section 6.3.

4.3.6 At the time the System Impact Study Report is provided to the Interconnection Customer, the Utility shall also deliver an executable Facilities Study Agreement to the Interconnection Customer. After receipt of the System Impact Study report and Facilities Study Agreement, when the Interconnection Customer is ready to proceed with the design and construction of the Upgrades and Interconnection Facilities, the Interconnection Customer shall return the signed Facilities Study Agreement to the Utility in accordance with Section 4.4.1 below.

4.4 Facilities Study

4.4.1 The Interconnection Customer must request a Facilities Study by returning the signed Facilities Study Agreement within 30 Business Days of receiving an executable Facilities Study Agreement. Failure to return the signed Facilities Study Agreement within the foregoing applicable time period will result in the Interconnection Request being deemed withdrawn.

4.4.2 The scope of and cost responsibilities for the Facilities Study are described in the Facilities Study Agreement. The time allotted for completion of the Facilities Study is described in the Facilities Study Agreement.

4.4.3 The Facilities Study report shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the System Impact Studies and to allow the Generating Facility to be interconnected and operated safely and reliably.

4.4.4 The Utility shall design any required Interconnection Facilities and/or Upgrades under the Facilities Study Agreement. The Utility may contract with consultants to perform activities required under the Facilities Study Agreement. The Interconnection Customer and the Utility may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by the Utility, under the provisions of the Facilities Study Agreement. If the Parties agree to separately arrange for design and construction, and provided that critical infrastructure 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.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 23 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 24 of 115

Section 5 Interconnection Agreement and Scheduling

5.1. Construction Planning Meeting

5.1.1. Within ten (10) Business Days of receipt of the Facility Study report, the Interconnection Customer 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 Interconnection Customer's reasonably requested date for completion of the construction of the Upgrades and Interconnection Facilities.

5.1.2. The Construction Planning Meeting shall be scheduled within ten (10) Business Days of the Section 5.1.1 request from the Interconnection Customer, or as otherwise mutually agreed to by the parties.

5.1.3. 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 Upgrades and Interconnection Facilities. Agreed upon milestones shall be specific as to scope of action, responsible party, and date of deliverable and shall be recorded in the Interconnection Agreement (see Appendix 4 to Attachment 10) to be developed by the utility and provided to Interconnection Customer pursuant to Section 5.2.1 below.

5.2. Interconnection Agreement

5.2.1. Within fifteen (15) Business Days of the Construction Planning Meeting, the Utility shall provide an executable Interconnection Agreement containing the detailed estimated Upgrade charges, detailed estimated Interconnection Facility charge, Appendix 4 (Construction Milestone and payment schedule listing tasks, dates and the party responsible for completing each task), and other appropriate information, requirements, and charges.

5.2.2. Within ten (10) Business Days of receiving the Interconnection Agreement, the Interconnection Customer must execute and return the Interconnection Agreement, where failure to comply results in the Interconnection Request being deemed withdrawn.

5.2.3. After the Parties execute the Interconnection Agreement, the Utility shall return a copy of the Interconnection Agreement to the Interconnection Customer and interconnection of the Generating Facility shall proceed under the provisions of the Interconnection Agreement.

5.2.4. The Interconnection Agreement shall specify milestones for payment and financial security that are required prior to the start of design, equipment procurement and construction of Upgrades and Interconnection Facilities.

Payment and Financial Security must be received by close of business forty-five (45) Business Days after the date the Interconnection Agreement is signed by the Interconnection Customer, where failure to comply results in the Interconnection Request being deemed withdrawn.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 25 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 26 of 115

Section 6. Provisions that Apply to All Interconnection Requests

6.1 Reasonable Efforts

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

6.2 Disputes

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

6.2.2 In the event of a dispute, either Party shall provide the other Party with a written notice of dispute. Such notice shall describe in detail the nature of the dispute.

6.2.3 If the dispute has not been resolved within ten (10) Business Days after receipt of the notice, either Party may contact the Office of Regulatory Staff for assistance in informally resolving the dispute. If the Parties are unable to informally resolve the dispute, either Party may then file a formal complaint with the Commission.

6.2.4 Each Party agrees to conduct all negotiations in good faith.

6.3 Withdrawal of An Interconnection Request

6.3.1 An Interconnection Customer may withdraw an Interconnection Request at any time prior to executing an Interconnection Agreement by providing the Utility with a written request for withdrawal. An Interconnection Customer that applies under the Section 2.0 Optional 20 kW Process may withdraw an Interconnection Request by providing the Utility with a written request for withdrawal in lieu of providing the Attachment 7 Certificate of Completion.

6.3.2 An Interconnection Request shall be deemed withdrawn if the Interconnection Customer fails to meet its obligations specified in the Interconnection Procedures, System Impact Study Agreement or Facility Study Agreement or to take advantage of any express opportunity to cure.

6.3.3 Within 60 Business Days of any voluntary or deemed withdrawal of the Interconnection Request, the Utility will provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such

work performed, and (2) the Interconnection Customer's Section 1.3 Interconnection Request deposit submitted to the Utility to pay for such work. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Utility shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Utility within 20 Business Days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Utility shall refund to the Interconnection Customer an amount equal to the difference within 20 Business Days of the final accounting report.

6.4 Interconnection Metering

Any metering necessitated by the use of the Generating Facility shall be installed at the Interconnection Customer's expense in accordance with all applicable regulatory requirements or the Utility's specifications.

6.5 Commissioning

Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards. If the Interconnection Customer is not proceeding under Section 2.3.2, the Utility must be given at least ten (10) Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

6.6 Confidentiality

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

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

6.6.2.1 Each Party shall employ at least the same standard of care to

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 27 of 115

protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

6.6.2.2 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.

6.6.3 If information is requested by the Commission from one of the Parties that is otherwise required to be maintained in confidence pursuant to these procedures, 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 non-public in accordance with South Carolina law and that the information be withheld from public disclosure.

6.7 Comparability

The Utility shall receive, process, and analyze all Interconnection Requests received under these procedures in a timely manner, as set forth in these procedures. The Utility shall use the same reasonable efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Generating Facility is owned or operated by the Utility, its subsidiaries or affiliates, or others.

6.8 Record Retention

The Utility shall maintain for three (3) years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.

6.9 Coordination with Affected Systems

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

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 28 of 115

and the determination of modifications to Affected Systems.

6.10 Capacity of the Generating Facility

6.10.1 If the Interconnection Request is for a Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices, unless otherwise agreed to by the Utility and the Interconnection Customer.

6.10.2 The Interconnection Request shall be evaluated using the maximum rated capacity AC of the Generating Facility, unless otherwise agreed to by the Utility and the Interconnection Customer.

6.11 Sale of a Generation Facility

6.11.1 The Interconnection Customer shall notify the Utility of the pending sale of a proposed Generation Facility in writing. The Interconnection Customer shall provide the Utility with information regarding whether the sale is a change of ownership of the Generation Facility to a new legal entity, or a change of control of the existing legal entity.

The interconnection Customer shall promptly notify the Utility of the final date of sale and transfer date of ownership in writing. The purchaser of the Generation Facility shall confirm to the Utility the final date of sale and transfer date of ownership in writing, and submit an Interconnection Request requesting transfer of control or change of ownership together with the change of ownership fee listed in Attachment 3.

6.11.2 Existing Interconnection Agreements are non-transferable. If the Generation Facility is sold to a new legal entity, a new Interconnection Agreement must be executed by the new legal entity prior to the interconnection or for the continued interconnection of the Generating Facility to the Utility's system. The Utility shall not withhold or delay the execution of an Interconnection Agreement with the new owner provided the Generation facility or proposed Generation facility complies with requirements of 6.11.1.

6.11.3 The technical requirements in the Interconnection Agreement shall be grandfathered for subsequent owners as long as (1) the Generating Facility's maximum rated capacity has not been changed; (2) the Generating Facility has not been modified so as to change its electrical characteristics; and (3) the Interconnection Facilities has not been modified.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 29 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 30 of 115

6.12 Insurance

The Interconnection Customer shall obtain and retain, for as long as the Generating Facility is interconnected with the Utility's System, liability insurance which protects the Interconnection Customer from claims for bodily injury and/or property damage. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. This insurance shall be primary for all purposes. The Interconnection Customer shall provide certificates evidencing this coverage as required by the Utility. Such insurance shall be obtained from an insurance provider authorized to do business in South Carolina. The Utility reserves the right to refuse to establish or continue the interconnection of the Generating Facility with the Utility's System, if such insurance is not in effect.

6.12.1 For an Interconnection Customer that is a residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least $100,000 per occurrence.

6.12.2 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least $300,000 per occurrence.

6.12.3 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility greater than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least $1,000,000 per occurrence.

6.12.4 An Interconnection Customer of sufficient credit-worthiness 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 unreasonably rejected.

6.13 Certification Codes and Standards

Attachment 5 specifies codes and standards the Generating Facility must comply with.

6.14 Certification of Generator Equipment Packages

Attachment 6 specifies the certification requirements for the Generating Facility.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 31 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 32 of 115

Glossary of Terms

20 kW Inverter Process – The procedure for evaluating an Interconnection Request for a certified inverter-based Generating Facility no larger than 20 kW that uses the Section 2 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request Application Form, simplified procedures, and a brief set of Terms and Conditions. (See Attachment 7.)

Affected System – An electric system other than the Utility's System that may be affected by the proposed interconnection. The owner of an Affected System might be a Party to the Interconnection Agreement or other study agreements needed to interconnect the Generating Facility.

Applicable Laws and Regulations – 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.

Auxiliary Load – The term "Auxiliary Load" shall mean power used to operate auxiliary equipment in the facility necessary for power generation (such as pumps, blowers, fuel preparation machinery, exciters, etc.).

Business Day – Monday through Friday, excluding State Holidays.

Commission – The Public Service Commission of South Carolina.

Default – The failure of a breaching Party to cure its breach under the Interconnection Agreement.

Distribution System – The Utility's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Utility's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the service necessary to allow the Generating Facility to operate in parallel with the Utility and to inject electricity onto the Utility's System. Distribution Upgrades do not include Interconnection Facilities.

Emergency Condition – The term "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently

likely to endanger life or property; or (2) that, in the case of the Utility, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Utility's System, the Utility's Interconnection Facilities or the systems of others to which the Utility's System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities.

Fast Track Process – The procedure for evaluating an Interconnection Request for a certified Generating Facility that meets the eligibility requirements of Section 3.1.

FERC – The Federal Energy Regulatory Commission.

Generating Facility – The Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

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

Governmental Authority – 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, however, that such term does not include the Interconnection Customer, the Utility, or any affiliate thereof.

Interconnection Agreement – Means the South Carolina Generator Interconnection Agreement (See Attachment 10).

In-Service Date – The date upon which the construction of the Utility's facilities is completed and the facilities are capable of being placed into service.

Interconnection Customer – Any valid legal entity, including the Utility, that

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 33 of 115

proposes to interconnect its Generating Facility with the Utility's System.

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

Interconnection Facilities Delivery Date – The Interconnection Facilities Delivery Date shall be the date upon which the Utility's Interconnection Facilities are first made operational for the purposes of receiving power from the Interconnection Customer.

Interconnection Request – The Interconnection Customer's request, in accordance with these procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to, an existing Generating Facility that is interconnected with the Utility's System.

Material Modification – A modification to machine data or equipment configuration or to the interconnection site of the Generating Facility that has a material impact on the cost, timing or design of any Interconnection Facilities or Upgrades. Material Modifications include project revisions proposed at any time after receiving notification by the Utility of a complete Interconnection Request pursuant to Section 1.3.3 that 1) alters the size or output characteristics of the Generating Facility from its Utility-approved Interconnection Request submission; or 2) may adversely impact other Interconnection Requests with higher Queue Numbers.

Indicia of a Material Modification, include, but are not limited to:

- A change in Point of Interconnection (POI) to a new location, unless the change in a POI is on the same circuit less than two (2) poles away from the original location, and the new POI is within the same protection zone as the original location;
- A change or replacement of generating equipment such as generator(s), inverter(s), transformers, relaying, controls, etc. that is not a direct substitution in size, ratings, impedances, efficiencies or capabilities of the equipment specified in the original or preceding Interconnection Request;
- A change from certified to non-certified devices ("certified" means certified by an OSHA recognized Nationally Recognized Test Laboratory (NRTL), to relevant UL and IEEE standards, authorized to perform tests to such standards);

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 34 of 115

- A change of transformer connection(s) or grounding from that originally proposed;
- A change to certified inverters with different specifications or different inverter control specifications or set-up than originally proposed;
- An increase of the AC output of a Generating Facility; or
- A change reducing the AC output of the generating facility by more than 10%.

The following are not indicia of a Material Modification:

- A change in ownership of a Generating Facility; the new owner, however, will be required to execute a new Interconnection Agreement and study agreement(s) for any study which has not been completed and the report issued by the Utility.
- A change or replacement of generating equipment such as generator(s), inverter(s), solar panel(s), transformers, relaying, controls, etc. that is a direct substitution in size, ratings, impedances, efficiencies or capabilities of the equipment specified in the original or preceding Interconnection Request;
- An increase in the DC/AC ratio that does not increase the maximum AC output capability of the generating facility;
- A decrease in the DC/AC ratio that does not reduce the AC output capability of the generating facility by more than 10%.

Maximum Physical Export Capability Requested – The term shall mean 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.

Month – The term “Month” means the period intervening between readings for the purpose of routine billing, such readings usually being taken once per month.

Nameplate Capacity – The term “Nameplate Capacity” shall mean the manufacturer’s nameplate rated output capability of the generator, based on alternating current (AC). For multi-unit generator facilities, the “Nameplate Capacity” of the facility shall be the sum of the individual manufacturer’s nameplate rated output capabilities of the generators. For inverter-based Generating Facilities, the maximum rated capacity or “Nameplate Capacity” shall be the sum of the inverters maximum rated capacity AC in megawatts.

Net Capacity – The term “Net Capacity” shall mean the Nameplate Capacity of the Interconnection Customer’s generating facilities, less the portion of that capacity needed to serve the Generating Facility’s Auxiliary Load.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 35 of 115

Net Power – The term "Net Power" shall mean the total amount of electric power produced by the Interconnection Customer's Generating Facility less the portion of that power used to supply the Generating Facility's Auxiliary Load.

Network Resource Interconnection Service – An Interconnection Service that allows the Interconnection Customer to integrate its Generating Facility with the Transmission Provider's System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades – Additions, modifications, and upgrades to the Utility's Transmission System required to accommodate the interconnection of the Generating Facility to the Utility's System. Network Upgrades do not include Distribution Upgrades.

Office of Regulatory Staff – The Office of Regulatory Staff of South Carolina.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Reliability Organization, Independent System Operator, control area, or the Utility's requirements, including those set forth in the Interconnection Agreement.

Party or Parties – The Utility, Interconnection Customer, and possibly the owner of an Affected System, or any combination of the above.

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

Queue Number – The number assigned by the Utility that establishes an Interconnection 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. 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 – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, based on Queue Number.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 36 of 115

South Carolina Generator Interconnection Procedures – The term "South Carolina Generator Interconnection Procedures" shall refer to the South Carolina Generator Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections as approved by the Public Service Commission of South Carolina.

Standard – The interconnection procedures, forms and agreements approved by the Commission for interconnection of Generating Facilities to Utility Systems in South Carolina.

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

System – The facilities owned, controlled or operated by the Utility that are used to provide electric service in South Carolina.

Utility – The entity that owns, controls, or operates facilities used for providing electric service in South Carolina.

Transmission System – The facilities owned, controlled or operated by the Utility that are used to transmit electricity in South Carolina.

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

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 37 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 38 of 115

Generating Facility Pre-Application Request Form

Preamble and Instructions
An Interconnection Customer who requests a Pre-Application Report must submit this Pre-Application Request by hand delivery, mail, e-mail, or fax to the Utility along with the non-refundable fee of $500.

DISCLAIMER: Be aware that the Pre-Application Report is simply a snapshot in time and is non-binding. System conditions can and do change frequently.

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

Date: _____

Interconnecting Customer Name (print):

_____

_____

Contact Person:

_____

_____

Mailing Address:

_____

_____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____

E-Mail 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): _____

E-Mail 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: _____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 39 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 40 of 115

2) Primary Energy Source

Choose one:

Renewable	Non-Renewable
☐ 1. Solar – Photovoltaic ☐ 2. Solar – thermal ☐ 3. Biomass – landfill gas ☐ 4. Biomass – manure digester gas ☐ 5. Biomass – directed biogas ☐ 6. Biomass – solid waste ☐ 7. Biomass – sewage digester gas ☐ 8. Biomass – wood ☐ 9. Biomass – other (specify below) ☐ 10. Hydro power – run of river ☐ 11. Hydro power - storage ☐ 12. Hydro power – tidal ☐ 13. Hydro power – wave ☐ 14. Wind ☐ 15. Geothermal ☐ 16. Other (specify below)	☐ 17. Fossil Fuel - Diesel ☐ 18. Fossil Fuel - Natural Gas (not waste) ☐ 19. Fossil Fuel - Oil ☐ 20. Fossil Fuel – Coal ☐ 21. Fossil Fuel – Other (specify below) ☐ 22. Other (specify below)

3) Prime Mover

Choose one:

1. ☐ Photovoltaic (PV) 2. ☐ Fuel Cell 3. ☐ Reciprocating Engine 4. ☐ Gas Turbine	5. ☐ Steam Turbine 6. ☐ Micro-turbine 7. ☐ Other, including Combined Heat and Power (specify below)

4) Type of Generator

Choose one:

1. ☐ Inverter-based Machine 2. ☐ Rotating Machine 3. ☐ Rotating Machine with Inverters	

5) Size: _____ kW_{AC}

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: _____

Customer's Electric meter number: _____

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

❑ No

❑ Yes, Details _____

Type of Existing Generation: _____

Size of Existing Generation: _____ kW_{AC}

Proposed Point of Interconnection on Customer-side of Utility meter

_____

Additional Comments

_____

_____

_____

_____

_____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 41 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 42 of 115

SOUTH CAROLINA
INTERCONNECTION REQUEST APPLICATION FORM

Utility: _____

Designated Utility Contact: _____

E-Mail Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Fax: _____

An Interconnection Request Application Form is considered complete when it provides all applicable and correct information required below.

Preamble and Instructions

An Interconnection Customer who requests a Public Service Commission of South Carolina jurisdictional interconnection must submit this Interconnection Request Application Form by hand delivery, mail, e-mail, or fax to the Utility. Your Utility may also allow you to complete your Interconnection Request Application Form by electronic enrollment on its website.

Request for: Fast Track Process ____ _____ Study Process ____
(All Generating Facilities larger than 2 MW must use the Study Process.)

Processing Fee or Deposit

<u>Fast Track Process – Non-Refundable Processing Fees</u>

- If the Generating Facility is 20 kW or smaller, the fee is $100.
- If the Generating Facility is larger than 20 kW but not larger than 100 kW, the fee is $250.
- If the Generating Facility is larger than 100 kW but not larger than 2 MW, the fee is $500.

<u>Study Process – Deposit</u>

If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to the Utility an Interconnection Facilities Deposit Charge of $10,000 plus $1 per kW_{AC} inclusive of a $1000 fee to administer the Interconnection Request study process.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 43 of 115

Change in Ownership – Non-Refundable Processing Fee

If the Interconnection Request is submitted solely due to a transfer of ownership or change of control of the Generating Facility, the fee is $50.

Interconnection Customer Information

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

Name: _____

Contact Name: _____

Title: _____

E-Mail Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

County: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

Facility Location (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

County: _____

Alternative Contact Information/Owner/Lessor (if different from the Interconnection Customer)

Contact Name: _____

Title: _____

Office of Regulatory Staff Certificate Number (if applicable): _____

E-Mail Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

Application is for: _____ New Generating Facility

_____ Capacity Change to a Proposed or Existing Generating Facility

_____ Change of Ownership of a Proposed or Existing Generating Facility to a new legal entity

_____Change of Control of a Proposed or Existing Generating Facility of the existing legal entity.

If capacity addition to existing Generating Facility, please describe: _____

_____

_____

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

Net Metering? Yes _____ No _____

To Supply Power to the Interconnection Customer? Yes _____ No _____

To Supply Power to the Utility? Yes _____ No _____

To Supply Power to Others? Yes _____ No _____

(If yes, discuss with the Utility whether the interconnection is covered by the SC Interconnection Standard.)

Requested Point of Interconnection: _____

Requested In-Service Date: _____

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

Local Electric Service Provider*: _____

Existing Account Number : _____

[*To be provided by the Interconnection Customer if the local electric service provider is different from the Utility]

Contact Name: _____

Title: _____

E-Mail Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 44 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 45 of 115

Generating Facility Information

Data apply only to the Generating Facility, not the Interconnection Facilities.

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

Prime Mover: Photovoltaic (PV) ____ Fuel Cell ___ Reciprocating Engine ___

Gas Turbine ___ Steam Turbine ___ Micro-turbine ___

Other _____

Energy Source:

Renewable	Non-Renewable
❑ Solar – Photovoltaic	❑ Fossil Fuel - Diesel
❑ Solar – thermal	❑ Fossil Fuel - Natural Gas (not waste)
❑ Biomass – landfill gas	❑ Fossil Fuel - Oil
❑ Biomass – manure digester gas	❑ Fossil Fuel – Coal
❑ Biomass – directed biogas	❑ Fossil Fuel – Other (specify below)
❑ Biomass – solid waste	❑ Other (specify below)
❑ Biomass – sewage digester gas	
❑ Biomass – wood	
❑ Biomass – other (specify below)	
❑ Hydro power – run of river	
❑ Hydro power - storage	
❑ Hydro power – tidal	
❑ Hydro power – wave	
❑ Wind	
❑ Geothermal	
❑ Other (specify below)	

Type of Generator: Synchronous _____ Induction _____ Inverter _____

Total Generator Nameplate Rating: kW_{AC}_____ Kw_{DC} _____ kVAR _____

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

Interconnection Customer Generator Auxiliary Load: _____ kWAC

Typical Reactive Load (if known): _____ kVAR

Maximum Physical Export Capability Requested: _____ kW_{AC}
(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.)

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

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

Generator (or solar panel information)

Manufacturer, Model Name, & Quantity: _____

_____

Nameplate Output Power Rating in kW_{AC}:_____ Summer _____ Winter

Nameplate Output Power Rating in kVA:_____ Summer _____ Winter

Individual Generator Rated Power Factor: Leading _____ Lagging ____

Total Number of Generators in wind farm to be interconnected pursuant to this Interconnection Request (if applicable): _____ Elevation: _____

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

Note: The utility may request a completed Power Systems Load Flow data sheet be supplied as a supplement the Interconnection Request.

For solar projects provide the following information:

Latitude: _____ Degrees _____ Minutes North

Longitude: _____ Degrees _____ Minutes West

Orientation: _____ Degrees (Due South=180°)

Fixed Tilt Array ☐ Single Axis Tracking Array ☐ Double Axis Tracking Array ☐

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 46 of 115

Fixed Tilt Angle: _____ Degrees

Impedance Diagram - If interconnecting to the Utility System at a voltage of 44-kV or greater, provide an Impedance Diagram. An Impedance Diagram may be required by the Utility for proposed interconnections at lower interconnection voltages. The Impedance Diagram shall provide, or be accompanied by a list that shall provide, the collector system impedance of the generation plant. The collector system impedance data shall include equivalent impedances for all components, starting with the inverter transformer(s) up to the utility level Generator Step-Up transformer.

Load Flow Data Sheet - If interconnecting to the Utility System at a voltage of 44-kV or greater, provide a completed Power Systems Load Flow data sheet. A Load Flow data sheet may be required by the Utility for proposed interconnections at lower interconnection voltages.

Excitation and Governor System Data for Synchronous Generators - If interconnecting to the Utility System at a voltage of 44-kV or greater, 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 required at lower interconnection voltages. A copy of the manufacturer's block diagram may not be substituted.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 47 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 48 of 115

Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous ___ or RMS

Harmonics Characteristics: _____

Start-up requirements: _____

Inverter Short-Circuit Model Data

Model and parameter data required for short-circuit analysis is specific to each PV inverter make and model. All data to be provided in per-unit ohms, on the equivalent inverter MVA base.

Values below are valid for initial 2 to 6 cycles:

Inverter Equivalent MVA Base: _____ MVA
Short-Circuit Equivalent Pos. Seq. Resistance (R1): _____ p.u.
Short-Circuit Equivalent Pos. Seq. Reactance (XL1): _____ p.u.
Short-Circuit Equivalent Zero. Seq. Resistance (R2) cycles: _____ p.u.
Short-Circuit Equivalent Neg. Seq. Reactance (XL2), valid for initial 2 to 6 cycles: _____ p.u.
Special notes regarding short-circuit modeling assumptions:
_____

_____

Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____

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

Synchronous Generators:

Direct Axis Synchronous Reactance, Xd: _____ P.U.
Direct Axis Transient Reactance, X_d: _____ P.U.
Direct Axis Subtransient Reactance, X_d: _____ P.U.
Negative Sequence Reactance, X_2: _____ P.U.
Zero Sequence Reactance, X_0: _____ P.U.
KVA Base: _____
Field Volts: _____
Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____
I_2^2t or K (Heating Time Constant): _____
Rotor Resistance, Rr: _____
Stator Resistance, Rs: _____
Stator Reactance, Xs: _____
Rotor Reactance, Xr: _____
Magnetizing Reactance, Xm: _____
Short Circuit Reactance, Xd: _____
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

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

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 49 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 50 of 115

Interconnection Facilities Information

Will more than one transformer be used between the generator and the point of common coupling?

Yes __ No __ (If yes, copy this section and provide the information for each transformer used. This information must match the single-line drawing and transformer specification sheets.)

Will the transformer be provided by the Interconnection Customer? Yes __ No __

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

Is the transformer: Single phase ___ Three phase ___ Size: _____ kVA

Transformer Impedance: _____ % on _____ kVA Base

If Three Phase:

Transformer Primary Winding _____ Volts,

❑ Delta ❑ WYE, grounded neutral ❑ WYE, ungrounded neutral

Primary Wiring Connection
❑ 3-wire ❑ 4-wire, grounded neutral

Transformer Secondary Winding _____ Volts,

❑ Delta ❑ WYE, grounded neutral ❑ WYE, ungrounded neutral

Secondary Wiring Connection
❑ 3-wire ❑ 4-wire, grounded neutral

Transformer Tertiary Winding _____ Volts,
❑ Delta ❑ WYE, grounded neutral ❑ WYE, ungrounded neutral

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

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

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

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____

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

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 51 of 115

Interconnection Protective Relays (if applicable):

If Microprocessor-Controlled:

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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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:

General Information

1. One-line diagram

Enclose site electrical one-line diagram showing the configuration of all Generating Facility equipment, current and potential circuits, and protection and control schemes.

- ☐ The one-line diagram should include the project owner's name, project name, project address, model numbers and nameplate sizes of equipment, including number and nameplate electrical size information for solar panels, inverters, wind turbines, disconnect switches, latitude and longitude of the project location, and tilt angle and orientation of the photovoltaic array for solar projects.
- ☐ The diagram should also depict the metering arrangement required whether installed on the customer side of an existing meter ("net metering/billing") or directly connected to the grid through a new or separate delivery point requiring a separate meter.
- ☐ List of adjustable set points for the protective equipment or software should be included on the electrical one-line drawing.
- ☐ This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Generating Facility is larger than 50 kW.
- ☐ Is One-Line Diagram Enclosed? Yes ___ No ___

2. Site Plan

- ☐ Enclose copy of any site documentation that indicates the precise physical location of the proposed Generating Facility (e.g., Latitude and Longitude Coordinatese and USGS topographic map, or other diagram or documentation) and the proposed Point of Interconnection.
- ☐ Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address)

  _____ _____

  _____

- ☐ Is Site Plan Enclosed? Yes ___ No ___
- ☐ Is Site Control Verification Form Enclosed? Yes ___ No ___

3. Equipment Specifications

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 52 of 115

Include equipment specification information (product literature) for the solar panels and inverter(s) that provides technical information and certification information for the equipment to be installed with the application.

- ☐ Are Equipment Specifications Enclosed? Yes ___ No ___

4. Protection and Control Schemes
   - ☐ Enclose 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/monitoring circuits (if applicable).
   - ☐ Are Schematic Drawings Enclosed? Yes ___ No ___

Applicant Signature

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

For Interconnection Customer:

Signature _____ Date:_____
(Authorized Agent of the Legal Entity)

Print Name _____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 53 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 54 of 115

SAMPLE SITE CONTROL VERIFICATIONFORM

In the Matter of the Application of)
[Developer Name] for an) SITE CONTROL VERIFICATION

Interconnection Agreement)

with [Utility Name])

I, [Authorized Signatory Name], [Title] of [Developer Name], under penalty of perjury, hereby certify that, [Developer Name] or its affiliate has executed a written contract with the landowner(s) noted below, concerning the property described below. I further certify that our written contract with the landowner(s) specifies the agreed rental rate or purchase price for the property, as applicable, and allows [Developer Name] or its affiliates to construct and operate a renewable energy power generation facility on the property described below.

This verification is provided to [Utility Name] in support of our application for an Interconnection Agreement.

Landowner Name(s): _____

Land Owner Contact information (Phone or e-mail): _____

Parcel or PIN Number: _____

County: _____

Site Address: _____

Number of Acres under Contract (state range, if applicable): _____

Date Contract was executed _____

Term of Contract _____

_____[signature]_____

[Authorized Signatory Name]

[Authorized Signatory Name], being first duly sworn, says that [he/she] has read the foregoing verification, and knows the contents thereof to be true to [his/her] actual knowledge.

Sworn and subscribed to before me this ___ day of _____, 201_.

_____[signature]____

[Authorized Signatory Name]

[Title], [Developer Name]

_____[Signature of Notary Public]_____

Notary Public

_____

Name of Notary Public [typewritten or printed]

My Commission expires_____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 55 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 56 of 115

Certification Codes and Standards

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

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 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

NEMA MG 1-1998, Motors and Small Resources, Revision 3

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

NFPA 70 (2002), National Electrical Code

UL 1741, Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 57 of 115

Certification of Generator Equipment Packages

1.0 Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in Attachment 5 of the South Carolina Generator Interconnection Procedures, (2) it has been labeled and is publicly listed by such NRTL at the time of the Interconnection Request, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.

2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.

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

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

5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the Interconnection Customer's side of the point of common coupling shall be required to meet the requirements of the South Carolina Generator Interconnection Procedures.

6.0 An equipment package does not include equipment provided by the Utility.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 58 of 115

Interconnection Request Application Form
for Interconnecting a Certified Inverter-Based
Generating Facility No Larger than 20 kW

This Interconnection Request Application Form is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Interconnection Request may be required.

Processing Fee

A non-refundable processing fee of $100 must accompany this Interconnection Request Application Form.

If the Interconnection Request is submitted solely due to a transfer of ownership of the Generating Facility, the fee is $50.

Interconnection Customer -

Name: _____

Contact Person: _____

E-Mail Address: _____

Address: _____

City: _____ State: _____ Zip: _____

County: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

Alternative Contact Information/Owner/Lessor (if different from Interconnection Customer)

Name: _____

E-Mail Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

Owner(s) of the Generating Facility: _____

Office of Regulatory Staff Certificate Number (if applicable): _____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 59 of 115

Generating Facility Information

Facility Location (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

County: _____

Utility: _____

Account Number: _____

Inverter Manufacturer: _____ Model

_____ _____

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

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

Single Phase _____ Three Phase _____

Prime Mover: Photovoltaic ☐ Reciprocating Engine ☐ Fuel Cell ☐

Turbine ☐ Other _____

Energy Source: Solar ☐ Wind ☐ Hydro ☐ Diesel ☐ Natural Gas ☐

Fuel Oil ☐ Other (describe) _____

Is the equipment UL 1741 Listed? Yes ____ No ____

If Yes, attach manufacturer's cut-sheet showing UL 1741 listing

Estimated Installation Date: _____Estimated In-Service Date: _____

The 20 kW Inverter Process is available only for inverter-based Generating Facilities no larger than 20 kW that meet the codes, standards, and certification requirements of Attachments 5 and 6 of the South Carolina Generator Interconnection Procedures, or the Utility has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate.

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

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

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Request Application Form is true. I agree to abide by the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 20 kW and return the Certificate of Completion when the Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

Contingent Approval to Interconnect the Generating Facility (For Utility use only)

Interconnection of the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 20 kW and return of the Certificate of Completion.

Utility Signature: _____

Title: _____ Date: _____

Interconnection Request ID number: _____

Utility waives inspection/witness test? Yes ____ No ____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 60 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 61 of 115

Certificate of Completion
for Interconnecting a Certified Inverter-Based
Generating Facility No Larger than 20 kW

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

Interconnection Customer

Name: _____

Contact Person: _____

E-Mail Address: _____

Address: _____

City: _____ State: _____ Zip: _____

County: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

Location of the Generating Facility (if different from above)

Address _____

City: _____ State: _____ Zip: _____

County: _____

Electrician

Name: _____

Company: _____

E-Mail Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

License Number: _____

Date Approval to Install Generating Facility granted by the Utility: _____

Interconnection Request ID Number: _____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 62 of 115

Inspection:

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

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

Signature: _____

Print Name: _____ Date: _____

As a condition of interconnection, you are required to send/email/fax a copy of this form along with a copy of the signed electrical permit to (insert Utility information below):

Utility Name: _____

Attention: _____

E-Mail Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Fax: _____

Approval to Energize the Generating Facility (For Utility use only)

Energizing the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 20 kW.

Utility Signature: _____

Title: _____ Date: _____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 63 of 115

Terms and Conditions
for Interconnecting a Certified Inverter-Based
Generating Facility No Larger than 20 kW

1.0 Construction of the Facility

The Interconnection Customer (Customer) may proceed to construct (including operational testing not to exceed two hours) the Generating Facility when the Utility approves the Interconnection Request and returns it to the Customer.

The Customer shall install a manual load-break disconnect switch or safety switch as a clear visible indication of switch position between the Utility System and the Interconnection Customer. The switch shall be installed immediately adjacent to the utility's meter, unless otherwise agreed to and approved by the Utility.

2.0 Interconnection and Operation

The Customer may interconnect the Generating Facility with the Utility's System and operate in parallel with the Utility's System once all of the following have occurred:

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

2.2 The Customer returns the Certificate of Completion to the Utility, and

2.3 The Utility has either:

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

2.3.2 If the Utility does not schedule an inspection of the Generating Facility within ten Business Days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or

2.3.3 The Utility waives the right to inspect the Generating Facility.

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

2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable American National Standards Institute (ANSI) standards and all applicable regulatory requirements.

3.0 Safe Operations and Maintenance

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

4.0 Access

The Utility shall have access to the disconnect switch (if a disconnect switch is required) and metering equipment of the Generating Facility at all times. The Utility shall provide reasonable notice to the Customer, when possible, prior to using its right of access.

5.0 Disconnection

The Utility may temporarily disconnect the Generating Facility upon the following conditions:

5.1 For scheduled outages upon reasonable notice.

5.2 For unscheduled outages or emergency conditions.

5.3 For maintenance work where generator creates a possible hazard for utility workers.

5.3 If the Generating Facility does not operate in a manner consistent with these Terms and Conditions.

5.4 The Utility shall inform the Customer in advance of any scheduled disconnection, or as soon as is reasonable after an unscheduled disconnection.

6.0 Indemnification

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 64 of 115

its obligations hereunder on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.0 Insurance

All insurance policies must be maintained with insurers authorized to do business in South Carolina. The Interconnection Customer shall provide certificates evidencing the required coverage as required by the Utility. The Parties agree to the following insurance requirements:

7.1 If the Customer is a residential customer of the Utility, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least $100,000 per occurrence.

7.2 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility no larger than 20 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least $300,000 per occurrence.

7.3 The Customer may provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices.

8.0 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, or expense, including reasonable attorney's fees, relating to or arising from any act or omission hereunder, 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.

9.0 Termination

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

9.1 By the Customer

By providing written notice to the Utility and physically and permanently disconnecting the Generating Facility.

9.2 By the Utility

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

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 65 of 115

9.3 Permanent Disconnection

In the event this Agreement is terminated, the Utility shall have the right to disconnect its facilities or direct the Customer to disconnect its Generating Facility.

9.4 Survival Rights

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

10.0 Assignment/Transfer of Ownership of the Facility

10.1 This Agreement shall not survive the transfer of ownership of the Generating Facility to a new owner.

10.2 The new owner must complete and submit a new Interconnection Request agreeing to abide by these Terms and Conditions for interconnection and parallel operations within 20 Business Days of the transfer of ownership. The Utility shall acknowledge receipt and return a signed copy of the Interconnection Request Application Form within ten Business Days.

10.3 The Utility shall not study or inspect the Generating Facility unless the new owner's Interconnection Request Application Form indicates that a Material Modification has occurred or is proposed.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 66 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 67 of 115

System Impact Study Agreement

THIS AGREEMENT ("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"). The Interconnection Customer and the Utility each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

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

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the Utility's System; and

WHEREAS, the Interconnection Customer has requested the Utility to perform a system impact study to assess the impact of interconnecting the Generating Facility with the Utility's System, and of any Affected Systems;

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

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the South Carolina Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Utility shall cause to be performed a System Impact Study consistent with the South Carolina Generator Interconnection Procedures.

3.0 The scope of the System Impact Study shall be subject to the assumptions set forth in Appendix A to this Agreement.

4.0 A System Impact Study will be based upon 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.

5.0 In performing the study, the Utility shall rely, to the extent reasonably practicable, on existing studies of recent vintage. 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.

6.0 The System Impact 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 Generating Facility as proposed:

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

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

6.3. Initial review of grounding requirements and electric system protection.

7.0 The System Impact Study shall model the impact of the Generating Facility regardless of purpose 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 Generating Facility is being installed.

8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.

9.0 A System Impact Study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary.

10.0 The System Impact Study will also include an analysis of distribution and transmission impacts as may be necessary to understand the impact of the proposed Generation Facility on electric system operation.

11.0 A System Impact Study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 68 of 115

potential impediments to providing the requested interconnection service.

12.0 The System Impact Study will provide the Upgrade Charge, which is a preliminary indication of the cost and length of time that would be necessary to correct any System problems identified in those analyses and implement the interconnection

13.0 The System Impact Study will provide the Interconnection Facilities charge, which is a preliminary indication of the cost and length of time that would be necessary to provide the Interconnection Facilities.

14.0 A distribution System Impact Study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.

15.0 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.

16.0 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 any identified Upgrades associated with such higher queued interconnection that, on the date the system impact study is commenced –

16.1. Are directly interconnected with the Utility's electric system; or

16.2. Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and

16.3. Have a pending Interconnection Request to interconnect with the Utility's electric system with a lower Queue Number.

17.0 The System Impact Study shall be completed within a total of 65 Business Days if Transmission System impacts are studied, and 50 Business Days if Distribution System impacts are studied, but in any case, shall not take longer than a total of 65 Business Days unless the study involves Affected Systems. The period of time for the Utility to

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 69 of 115

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.

18.0 Any study fees shall be based on the Utility's actual costs and will be deducted from the Interconnection Facilities study deposit made by the Interconnection Customer at the time of the Interconnection Request.

19.0 The Interconnection Customer must pay any study costs that exceed the Interconnection Request Deposit without interest within 20 Business Days of receipt of invoice. If the Interconnection Facilities study deposit exceeds the invoiced fees and the Interconnection Customer withdraws the Interconnection Request, the Utility shall refund such excess in accordance with Section 6.3.3 of the Standard.

20.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of South Carolina, 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.

21.0 Amendment

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

22.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

23.0 Waiver

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

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 70 of 115

23.2. 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, 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.

24.0 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.

25.0 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.

26.0 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, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

27.0 Subcontractors

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

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 71 of 115

27.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall 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.

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

28.0 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, or classifications of service, and the Interconnection Customer 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 herein.

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

[Insert name of Utility]	**[Insert name of Interconnection Customer]**
_____	_____
Signed _____	Signed _____
Name (Printed):	Name (Printed):
_____	_____
Title _____	Title _____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 72 of 115

Assumptions Used in Conducting the System Impact Study

The System Impact Study shall be based upon the Interconnection Request, subject to any modifications in accordance with the Interconnection Procedures, and the following assumptions:

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

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Utility.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 73 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 74 of 115

Facilities Study Agreement

THIS AGREEMENT ("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"). The Interconnection Customer and the Utility each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request Application Form completed by the Interconnection Customer, Dated _____and received by the Utility on _____; and the single-line drawing provided by the Interconnection Customer, dated _____ and received by the Utility on _____ and

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the Utility's System; and

WHEREAS, the Utility has completed a System Impact Study and provided the results of said study to the Interconnection Customer (this recital to be omitted if the Parties have agreed to forego the system impact study); 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 and/or any other relevant studies in accordance with Good Utility Practice to physically and electrically connect the Generating Facility with the Utility's System;

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

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the South Carolina Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Utility shall cause to be performed a facilities study consistent with the South Carolina Generator Interconnection Procedures.

3.0 The scope of the Facilities Study shall be subject to data provided in Appendix A to this Agreement.

4.0 The Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the System Impact Studies. The Facilities Study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Utility's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the construction time required to complete the installation of such facilities.

5.0 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 Generating Facility if it is willing to pay the costs of those facilities

6.0 A deposit of the good faith estimated Facilities Study costs is required from the Interconnection Customer. If the unexpended portion of the Interconnection Facilities study deposit made for the Interconnection Request exceeds the estimated cost of the Facilities Study, no payment will be required of the Interconnection Customer.

7.0 In cases where Upgrades are required, the Facilities Study must be completed within 45 Business Days of the Utility's receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the Facilities Study must be completed within 30 Business Days. 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.

8.0 Once the Facilities Study is completed, a facilities study report shall be prepared and transmitted to the Interconnection Customer.

9.0 Any study fees shall be based on the Utility's actual costs and will be deducted from the Interconnection Request study deposit made by the Interconnection Customer at the time of the Interconnection Request. After the study is completed the Utility shall deliver a summary of professional time.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 75 of 115

10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 20 Business Days of receipt of invoice. If the deposit exceeds the invoiced fees, and the Interconnection Customer withdraws the Interconnection Request, the Utility shall refund such excess in accordance with Section 6.3.3. of the Standard.

11.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of South Carolina, 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 herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

14.0 Waiver

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

14.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, 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.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 76 of 115

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, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

18.0 Subcontractors

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

18.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall 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.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 77 of 115

18.2. The obligations under this article 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 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 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 herein.

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

[Insert name of Utility]	**[Insert name of Interconnection Customer]**
_____	_____
Signed _____	Signed _____
Name (Printed):	Name (Printed):
_____	_____
Title _____	Title _____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 78 of 115

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

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

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

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing Utility station. Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance? Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____
(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Generating Facility?

_____

_____

What protocol does the control system or PLC use?

_____

_____

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, distribution line, and property lines.

Physical dimensions of the proposed interconnection station:

_____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 79 of 115

Bus length from generation to interconnection station:

_____

Line length from interconnection station to Utility's System.

_____

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

_____

Number of third party easements required for lines*:

_____

* To be completed in coordination with Utility.

Is the Generating Facility located in Utility's service area?

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

_____

Please provide the following proposed schedule dates:

Begin Construction Date: _____

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

Generation Testing Date: _____

Commercial Operation Date: _____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 80 of 115

SOUTH CAROLINA

GENERATOR INTERCONNECTION AGREEMENT

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 81 of 115

TABLE OF CONTENTS

Page No.

Article 1. Scope and Limitations of Agreement 2

1.1 Applicability 2
1.2 Purpose 2
1.3 No Agreement to Purchase or Deliver Power or RECs 2
1.4 Limitations 2
1.5 Responsibilities of the Parties 2
1.6 Disconnect Swtich Required 3
1.7 Parallel Operation Obligations 4
1.8 Meeting 4
1.9 Reactive Power 4
1.10 Capitalized Terms 5

Article 2. Inspection, Testing, Authorization, and Right of Access 5

2.1 Equipment Testing and Inspection 5
2.2 Authorization Required Prior to Parallel Operation 6
2.3 Right of Access 6

Article 3. Effective Date, Term, Termination, and Disconnection 7

3.1 Effective Date 7
3.2 Term of Agreement 7
3.3 Termination 7
3.4 Temporary Disconnection 8

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades 10

4.1 Interconnection Facilities 10
4.2 Distribution Upgrades 11

Article 5. Cost Responsibility for Network Upgrades 11

5.1 Applicability 11
5.2 Network Upgrades 11

Article 6. Billing, Payment, Milestones, and Financial Security 11

6.1 Billing and Payment Procedures and Final Accounting 11
6.2 Milestones 12
6.3 Financial Security Arrangements 13

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default 13

7.1 Assignment 13
7.2 Limitation of Liability 14
7.3 Indemnity 14
7.4 Consequential Damages 15
7.5 Force Majeure 16
7.6 Default 16

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 82 of 115

Page No.

Article 8. Insurance 17

Article 9. Confidentiality 18

Article 10. Disputes 19

Article 11. Taxes 19

Article 12. Miscellaneous 19

12.1 Governing Law, Regulatory Authority, and Rules 19
12.2 Amendment 20
12.3 No Third-Party Beneficiaries 20
12.4 Waiver 20
12.5 Entire Agreement 20
12.6 Multiple Counterparts 20
12.7 No Partnership 21
12.8 Severability 21
12.9 Security Arrangements 21
12.10 Environmental Releases 21
12.11 Subcontractors 21
12.12 Reservation of Rights 22

Article 13. Notices 22

13.1 General 22
13.2 Billing and Payment 23
13.3 Alternative Forms of Notice 24
13.4 Designated Operating Representative 25
13.5 Changes to the Notice Information 25

Appendix 1 – Glossary of Terms

Appendix 2 – Description and Costs of the Generating Facility, Interconnection Facilities, and Metering Equipment

Appendix 3 – One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

Appendix 4 – Milestones

Appendix 5 – Additional Operating Requirements for the Utility's System and Affected Systems Needed to Support the Interconnection Customer's Needs

Appendix 6 – Utility's Description of its Upgrades and Best Estimate of Upgrade Costs

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 83 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 84 of 115

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

Utility Information

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Interconnection Customer Information

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Interconnection Request ID No: _____

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

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 85 of 115

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

1.1 Applicability

This Agreement shall be used for all Interconnection Requests submitted under the South Carolina Generator Interconnection Procedures except for those submitted under the 20 kW Inverter Process in Section 2 of the Standard.

1.2 Purpose

This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Utility's System.

1.3 No Agreement to Purchase or Deliver Power or RECs

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power or Renewable Energy Certificates (RECs). The purchase or delivery of power, RECs that might result from the operation of the Generating Facility, and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Utility.

1.4 Limitations

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

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 Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 86 of 115

1.5.3 The Utility shall construct, operate, and maintain its System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.

1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, National Electrical Code, the American National Standards Institute, IEEE, Underwriters' Laboratories, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the System or equipment of the Utility and any Affected Systems.

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 Appendices 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 Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Utility's System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Appendices to this Agreement.

1.5.6 The Utility shall coordinate with all Affected Systems to support the interconnection.

1.5.7 The Interconnection Customer is responsible for reviewing the NERC registration requirements, registering when applicable and complying with the applicable Electric Reliability Organization (ERO) reliability standards.

1.6 <u>Disconnect Switch Required</u>

The interconnection Customer shall install a manual load-break disconnect switch or safety switch as a clear visible indication of switch position between the Utility System and the Interconnection Customer. The switch must have padlock provisions for locking in the open position. The switch must be visible to, and accessible to Utility personnel. The switch must be in visible sight of where the Utilities' interconnection facilities meet the

Interconnection Customer's facilities. The switch must be labeled "Generator Disconnect Switch." The switch may isolate the Interconnection Customer and its associated load from the Utility's System or disconnect only the Generator from the Utility's System and shall be accessible to the Utility at all times. The Utility, in its sole discretion, determines if the switch is suitable.

1.7 Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable control area, including, but not limited to: 1) any rules and procedures concerning the operation of generation set forth in Commission-approved tariffs or by the applicable system operator(s) for the Utility's System and; 2) the Operating Requirements set forth in Appendix 5 of this Agreement.

1.8 Metering

The Interconnection Customer 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 Appendices 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.9 Reactive Power

1.9.1 The Interconnection Customer shall design its Generating Facility 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 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 paragraph shall not apply to wind generators.

1.9.2 The Utility is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Generating Facility when the Utility requests the Interconnection Customer to operate its Generating Facility outside the range specified in Article 1.8.1 or the range established by the Utility that applies to all similarly situated generators in the control area. In addition, if the Utility pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 87 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 88 of 115

1.9.3 Payments shall be in accordance with the Utility's applicable rate schedule then in effect unless the provision of such service(s) is subject to a regional transmission organization or independent system operator FERC-approved rate schedule. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb reactive power under this Agreement, the Parties agree to expeditiously file such rate schedule and agree to support any request for waiver of any prior notice requirement in order to compensate the Interconnection Customer from the time service commenced.

1.10 Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 of the South Carolina Generator Interconnection Procedures or the body of this Agreement.

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

2.1 Equipment Testing and Inspection

2.1.1 The Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Utility of such activities no fewer than ten (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 the Interconnection Customer's expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Utility a written test report when such testing and inspection is completed.

2.1.2 The Utility shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer'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 Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility. If determined necessary by the Utility for safe and reliable operation of the Interconnection Facilities and/or Generating Facility, the Utility may also initiate its own inspection and testing activities at the Interconnection Customer's expense prior to authorizing parallel operation of the Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

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

2.2.2 The Interconnection Customer shall not operate its Generating Facility 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 Interconnection Customer has complied with all applicable parallel operation requirements, including but not limited to additional Operating Requirements presented in Appendix 5 of this Agreement. 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 Interconnection Customer at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Utility at least five (5) Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2 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, the Utility shall have access to the Interconnection 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.

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

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 89 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 90 of 115

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 become effective on the Effective Date and shall remain in effect for a period of ten (10) years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with Article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Utility 20 Business Days written notice and physically and permanently disconnecting the Generating Facility from the Utility's System.

3.3.2 The Utility may terminate this Agreement for failure to comply with the requirements of Article 7.1.2 or Article 7.1.3.

3.3.3 Either Party may terminate this Agreement after Default pursuant to Article 7.6.

3.3.4 Upon termination of this Agreement, the Generating Facility will be disconnected from the Utility's System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.

3.3.5 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination, including any remaining term requirements for payment of Charges that are billed under a monthly payment option as prescribed in Article 6.

3.3.6 The provisions of this article shall survive termination or expiration of this Agreement.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 91 of 115

3.4 Temporary Disconnection

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

3.4.1 Isolating or Disconnecting the Generating Facility

The Utility may isolate the Interconnection Customer's premises and/or Generating Facility from the Utility's System when necessary in order to construct, install, repair, replace, remove, investigate or inspect any of the Utility's equipment or part of Utility's System; or if the Utility determines that isolation of the Interconnection Customer's premises and/or Generating Facility from the Utility's System is necessary because of emergencies, forced outages, force majeure or compliance with prudent electrical practices. Whenever feasible, the Utility shall give the Interconnection Customer reasonable notice of the isolation of the Interconnection Customer's premises and/or Generating Facility from the Utility's System.

Notwithstanding any other provision of this Agreement, if at any time the Utility determines that the continued operation of the Generating Facility may endanger either (1) the Utility's personnel or other persons or property or (2) the integrity or safety of the Utility's System, or otherwise cause unacceptable power quality problems for other electric consumers, the Utility shall have the right to isolate the Interconnection Customer's premises and/or Generating Facility from the Utility's System.

3.4.2 Emergency Conditions

Under Emergency Conditions, the Utility may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Utility shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer’s operation of the Generating Facility. The Interconnection Customer shall notify the Utility promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Utility’s System or any 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.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 92 of 115

3.4.3 Routine Maintenance, Construction, and Repair

The Utility may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Utility's System when necessary for routine maintenance, construction, and repairs on the Utility's System. The Utility shall make best efforts to provide the Interconnection Customer reasonable notice prior to such interruption. The Utility shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.4 Forced Outages

During any forced outage, the Utility may suspend interconnection service to effect immediate repairs on the Utility's System. The Utility shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.5 Adverse Operating Effects

The Utility shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Utility's System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Utility may disconnect the Generating Facility. The Utility shall make best efforts to provide the Interconnection Customer reasonable notice of such disconnection, unless the provisions of Article 3.4.1 apply.

3.4.6 Failure to Maintain Compliance with Operating Requirements

The Utility may disconnect from the Utility's System any Generating Facility determined to be malfunctioning, or not in compliance with this Standard or Operating Requirements. The Interconnection Customer must provide proof of compliance with this Agreement or

Operating Requirements before the Generating Facility will be reconnected.

3.4.7 Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Utility before making any Material Modification or any other change to the Generating Facility that may have a material impact on the safety or reliability of the Utility's System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Utility's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.8 Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Utility's System to their normal operating state as soon as reasonably practicable following a temporary or emergency disconnection.

Article 4. **Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Appendix 2 of this Agreement. The Utility shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Utility.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Utility's Interconnection Facilities.

4.2 Distribution Upgrades

The Utility shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix 6 of this Agreement. The actual cost of the

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 93 of 115

Distribution Upgrades, including overheads, on-going operations, maintenance, repair, and replacement, shall be directly assigned to the Interconnection Customer.

Article 5. **Cost Responsibility for Network Upgrades**

5.1 Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2 Network Upgrades

The Utility shall design, procure, construct, install, and own the Network Upgrades described in Appendix 6 of this Agreement. The cost of the Network Upgrades, including overheads, on-going operations, maintenance, repair, and replacement shall be borne by the Interconnection Customer.

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

6.1 Billing and Payment Procedures and Final Accounting

The Interconnection Customer shall pay 100% of required Interconnection Facilities, and any other charges as required in Appendix 2 pursuant to the milestones specified in Appendix 4. The Interconnection Customer shall pay 100% of required Upgrades and any other charges as required in Appendix 6 pursuant to the milestones specified in Appendix 4. Upon receipt of 100% of the foregoing pre-payment charges, the payment is not refundable due to cancellation of the Interconnection Request for any reason.

6.1.1 If implemented by the Utility or requested by the Interconnection Customer in writing within 15 Business Days of the Utility completing the construction and installation of the Utility's Interconnection Facilities and/or Upgrades described in the Appendices to this Agreement, the Utility shall provide the Interconnection Customer a final accounting report within 60 Business Days addressing any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Utility for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Utility shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Utility within 20 Business Days. If the Interconnection

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 94 of 115

Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Utility shall refund to the Interconnection Customer an amount equal to the difference within 20 Business Days of the final accounting report. If necessary and appropriate as a result of the final accounting, the Utility may also adjust the monthly charges set forth in Appendix 2 of the Interconnection Agreement.

6.1.2 The Utility shall bill the Interconnection Customer for the costs associated with operating, maintaining, repairing and replacing the Utility's System Upgrades, as set forth in Appendix 6 of this Agreement. The Utility shall bill the Interconnection Customer for the costs of commissioning and inspection of the Interconnection Customer's Interconnection Facilities and for providing the Utility's Interconnection Facilities including the costs for on-going operations, maintenance, repair and replacement of the Utility's Interconnection Facilities under a Utility rate schedule, tariff, rider or service regulation providing for extra facilities or additional facilities charges, as set forth in Appendix 2 of this Agreement, such monthly charges to continue throughout the entire life of the interconnection.

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Appendix 4 of this Agreement. A Party's obligations under this provision may be extended by agreement, except for timing for Payment or Financial Security-related requirements set forth in the milestones, which shall adhere to Section 5.2.4 of the Standards. 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 notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) request appropriate amendments to Appendix 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) the delay will materially affect the schedule of another Interconnection Customer with subordinate Queue Position, (3) attainment of the same milestone has previously been delayed, or (4) 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

Pursuant to the Interconnection Agreement Milestones Appendix 4, the Interconnection Customer shall provide the Utility a letter of credit or other

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 95 of 115

financial security arrangement that is reasonably acceptable to the Utility and is consistent with the Uniform Commercial Code of South Carolina. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Utility's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Utility under this Agreement during its term. 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 Interconnection Customer, up to an agreed-to maximum amount.

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

6.3.3 The Utility may waive the security requirements if its credit policies show that the financial risks involved are de minimus, or if the Utility's policies allow the acceptance of an alternative showing of credit-worthiness from the Interconnection Customer.

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

7.1 Assignment

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

7.1.2 The Interconnection Customer shall promptly notify the Utility of the final date of sale and transfer date of ownership in writing. The purchaser of the Generation Facility 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 Generating Facility to a new legal entity owner. The new owner must complete a new Interconnection Request and submit it to the Utility within 20 Business Days of the transfer of ownership or the Utility's Interconnection Facilities shall be removed or disabled and the Generating Facility disconnected from the Utility's System. The Utility shall not study or inspect the Generating Facility unless the new

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 96 of 115

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 Generating Facility' legal entity owner, where only the contact information in the Interconnection Agreement must be modified. The new owner must complete a new Interconnection Request and submit it 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 Generating Facility unless the new owner's Interconnection Request indicates that a Material Modification has occurred or is proposed.

7.1.5 The Interconnection Customer 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 Generating Facility, provided that the Interconnection Customer 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's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, 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 Article 7.2.

7.3.2 The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 97 of 115

inaction of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified Party is entitled to indemnification under this Article 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, to assume the defense of such claim, such indemnified Party 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 Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party 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 but not limited to 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, however, 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 hereunder.

7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event shall mean 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

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 98 of 115

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 obligations 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 or provision of Financial Security) 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 non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 7.6.2, the defaulting Party shall have five (5) Business Days from receipt of the Default notice within which to cure such Default.

7.6.2 If a Default is not cured as provided in this Article, the non-defaulting 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 hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. **Insurance**

8.1 The Interconnection Customer shall obtain and retain, for as long as the Generating Facility is interconnected with the Utility's System, liability insurance which protects the Interconnection Customer from claims for bodily injury and/or property damage. The amount of such insurance shall

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 99 of 115

be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. This insurance shall be primary for all purposes. The Interconnection Customer shall provide certificates evidencing this coverage as required by the Utility. Such insurance shall be obtained from an insurance provider authorized to do business in South Carolina. The Utility reserves the right to refuse to establish or continue the interconnection of the Generating Facility with the Utility's System, if such insurance is not in effect.

8.1.1 For an Interconnection Customer that is a residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least $100,000 per occurrence.

8.1.2 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least $300,000 per occurrence.

8.1.3 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility greater than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least $1,000,000 per occurrence.

8.1.4 An Interconnection Customer of sufficient credit-worthiness 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 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.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 100 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 101 of 115

Article 9. **Confidentiality**

9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer 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 nor to 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.

9.1.1 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.

9.1.2 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.

9.1.3 All information pertaining to a project will be provided to the new owner in the case of a change of control of the existing legal entity or a change of ownership to a new legal entity.

9.3 If information is requested by the Commission from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, 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 non-public in accordance with South Carolina law and that the information be withheld from public disclosure.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 102 of 115

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.

10.2 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.

10.3 If the dispute has not been resolved within 20 Business Days after receipt of the notice, either Party may contact the Office of Regulatory Staff for assistance in informally resolving the dispute. If the Parties are unable to informally resolve the dispute, either Party may then file a formal complaint with the Commission.

10.4 Each Party agrees to conduct all negotiations in good faith.

Article 11. **Taxes**

11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with South Carolina and federal policy and revenue requirements.

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, but not limited to, 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 State of South Carolina, 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, or under Article 12.12 of this Agreement.

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 herein 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 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 a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, 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.

12.5 Entire Agreement

This Agreement, including all Appendices, 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 which 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

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 103 of 115

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, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 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 Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) 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 (2) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

12.11 Subcontractors

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

12.11.1 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

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 104 of 115

acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, 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.

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

12.12 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, or classifications of service, and the Interconnection Customer 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 herein.

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 (Notice) shall be deemed properly given if delivered in person, delivered by recognized national courier service, sent by first class mail, postage prepaid, or sent electronically to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 105 of 115

Phone: _____ Fax: _____

If to the Utility:

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone: _____ Fax: _____

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

If to the Utility:

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 106 of 115

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 e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

If to the Utility:

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 107 of 115

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: _____

E-Mail Address: _____

Utility's Operating Representative:

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

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.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 108 of 115

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

For the Utility

Name:_____

Print Name: _____

Title: _____

Date: _____

For the Interconnection Customer

Name:_____

Print Name: _____

Title: _____

Date: _____

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 109 of 115

Glossary of Terms

See Glossary of Terms, Attachment 1 to the South Carolina Generator Interconnection Procedures.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 110 of 115

Description and Costs of the Generating Facility, Interconnection Facilities, and Metering Equipment

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, or the Utility. The Utility will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

Charges for the Interconnection Facilities will begin on the In-Service Date specified in the Milestones in Appendix 4, regardless of whether the Generating Facility is interconnected or generating. If required, the Letter of Credit may be drawn upon to pay for the Interconnection Facilities charges.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 111 of 115

One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

This agreement will incorporate by reference the one-line diagram submitted by the Customer on _____ , dated _____, with file name "_____" as part of the Interconnection Request, or as subsequently updated and provided to the Company.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 112 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 113 of 115

Milestones

Requested Upgrade In-Service Date: _____

Requested Interconnection Facilities In-Service Date _____

Critical milestones and responsibility as agreed to by the Parties:

The build-out schedule does not include contingencies for deployment of Utility personnel to assist in outage restoration efforts on the Utility's system or the systems of other utilities with whom the Utility has a mutual assistance agreement. Consequently, the Requested In-Service Date may be delayed to the extent outage restoration work interrupts the design, procurement and construction of the requested facilities.

	Milestone	Completion Date	Responsible Party
(1)			
(2)			
(4)			
(5)			
(6)			
(7)			
(8)			
(9)			
(10)			

Agreed to by:

For the Utility _____ Date _____

Print Name: _____

For the Interconnection Customer _____ Date _____

Print Name: _____

Additional Operating Requirements for the Utility's System and Affected Systems Needed to Support the Interconnection Customer's Needs

The Utility shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Utility's System. The Interconnection Customer shall maintain compliance with all applicable Operating Requirements during parallel operation with the Utility's System.

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 114 of 115

ELECTRONICALLY FILED - 2020 January 21 5:14 PM - SCPSC - Docket # 2019-390-E - Page 115 of 115

Utility's Description of its Upgrades and Best Estimate of Upgrade Costs

The Utility shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Utility shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.