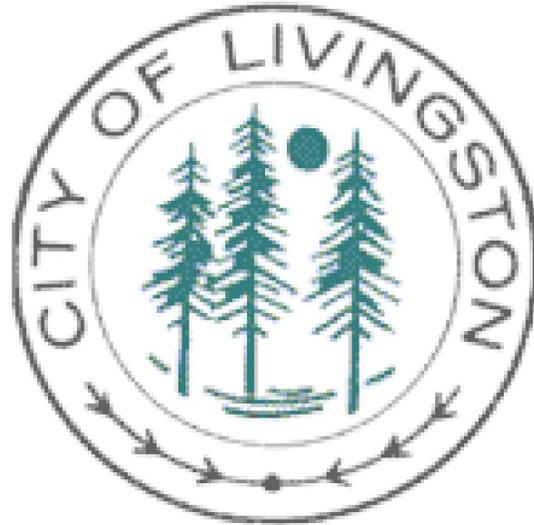


# CITY OF LIVINGSTON Texas



## DISTRIBUTED ENERGY RESOURCE INTERCONNECTION GUIDE Residential Only - 15 kW or Less

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## GENERAL

This Guide is limited to Customer Generation facilities installed and operated on single family residential properties only, which are owned by the Customer and upon which the Customer resides as the Customer's principal residence.

A Distributed Energy Resource (DER) Facility as defined in the City's Ordinance is a Customer owned or leased generation facility operating at a distribution voltage or 13.8kV or less, including any generation and associated equipment, wiring, protective devices, or switches owned or leased by the Customer.

A Qualifying Facility (QF) is a generating installation which meets the requirements set forth in Federal Energy Regulatory Rules promulgated under Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978 (see Section I.(3)(a) of this Guide).

A Customer's Generation facility may be a DER, a QF, or both. Throughout this Guide, the term "Customer Generation" facility shall mean "Distributed Energy Resource" or "Qualifying Facility" and all provisions herein that utilize the term "Customer Generation" shall be interpreted as being applicable to both a DER facility and a QF. Customer Generation facilities larger than 15 kW are not covered by this Guide and will be considered by the City on a case-by-case basis.

It is the intent of the City to allow Customers to install Customer Generation facilities, provided the Customer's Customer Generation facility does not adversely affect the City or other Customers of the City. The Customer must conduct the Customer's own analysis to determine the economic benefit of Customer Generation operation.

A Customer Generation facility that is not connected to the City's electric system in any way is known as "stand-alone" or "isolated" Customer Generation. The Customer may operate a Customer Generation facility in stand-alone or isolated fashion as long as such Customer Generation facility does not adversely affect the City's system. A Customer Generation facility connected in any way to the City's system shall be considered as in "parallel." For purposes of this document, a Customer Generation facility is considered operating in "parallel" anytime it is connected to the City's system in any way, even if the Customer does not intend to export power. All provisions of this Guide shall apply to parallel operation of Customer Generation facilities as so defined.

This document is not a complete description or listing of all laws, ordinances, rules and regulations, nor is this document intended to be an installation or safety manual. The Customer requesting to interconnect a Customer Generation facility to the City's system is responsible for and must follow, in addition to all provisions herein, the City's Utility Ordinance for electric service, the policies and procedures of the City's power supplier where applicable, the current *IEEE 1547 Standard Guide for Distributed Generation Interconnection*, other applicable IEEE standards, applicable ANSI standards, including ANSI C84.1 Range A and any other applicable governmental and regulatory laws, rules, ordinances or requirements. All legal, technical, financial, etc. requirements in the following sections of this document must be met prior to interconnection of the Customer Generation facility to the City's system.

A Customer may serve all loads behind the meter at the location serving the Customer Generation facility but will not be allowed to serve multiple meters, multiple consuming facilities or multiple Customers with a single Customer Generation facility or under a single Customer Generation application.

## I. CATEGORY OF CUSTOMER GENERATION FACILITY

### (1) Connection Level Category

#### (a) Connected to the City's system

The Customer requests and/or the Customer's Customer Generation facility require connection to the City's system. All provisions of this Guide cover this category.

#### (b) Connected to the City's power supplier's system

The Customer requests and/or the Customer's Customer Generation facility require connection to the City's power supplier's system. This Guide does **NOT** cover this category. The City will provide contact information for the power supplier to the Customer.

### (2) Power Export Category

#### (a) Parallel – no power export

The Customer operates a Customer Generation facility connected *in any way* to the City system but with no intention to export power.

#### (b) Parallel – power generated to be both consumed and exported

The Customer operates a Customer Generation facility connected *in any way* to the City's system designed primarily to serve the Customer's own load but with the intention to export excess power.

### (3) Qualifying or Non-Qualifying Category

(a) Qualifying Facilities (QF) are defined in Federal Energy Regulatory Commission Rules promulgated under Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978. In general, a QF must either produce useful thermal energy and electricity through the sequential use of energy or have a renewable resource (e.g. solar, biomass, waste, geothermal) as its primary energy source.

(b) Generation facilities that are not QFs under the provisions of PURPA will be considered as a Non-Qualifying Facility ("NQF") by the City.

(c) The City will purchase power from a Customer with a generation facility that is a QF, subject to the provisions of this document and other applicable rules and regulations.

### (4) Size Category

(a) This Guide covers only Facilities having a design capacity of 15 kW and smaller.

- (b) Facilities having a design capacity of greater than 15 kW of connected generation

Not considered under this document

## II. CUSTOMER REQUIREMENTS

### (1) Notification

- (a) The Customer must meet all the City's electric service requirements in addition to the requirements herein.
- (b) Anyone owning or operating a Customer Generation facility in parallel with the City's system must notify the City of the existence, location and category of the Customer Generation facility, and complete and submit all applications, contracts and agreements as may be required by the City.

### (2) New Interconnection Service Request

- (a) To initiate a new interconnection service request, the Customer must contact the City and complete the "Application for Operation of Customer-Owned Generation" and pay an application fee and any additional engineering fee as indicated below. In the case of Customer Generation facilities (1) to be operated in parallel with the City's system, (2) with no intention to export power to the City and (3) that are of certified design and intended entirely as emergency or back-up power supply for the facility, the City may, at its sole discretion, waive the application fee.
- (b) As a part of the application, the Customer shall submit a plan detailing the electrical design, interconnection requirements, size, and operational plans for the Customer Generation facility (the "Customer Generation Plan"). Either at the time of submission or at any time during the review process, the City may require additional information or may require the Customer Generation Plan to be prepared by a Professional Engineer registered in the state of Texas.
- (c) Renewable Customer Generation facilities of standard manufacture and design (as so determined by the City) shall submit the City Agreement for Interconnection and Parallel Operation of Renewable Customer Generation Facilities form.
- (d) A separate form must be submitted for each facility.
- (e) Prior to review of the application and Customer Generation Plan by the City, the Customer shall pay an application fee and an additional engineering fee as indicated below. A separate application fee and additional engineering fee must be submitted for each Customer Generation facility.

Application Fee:	\$75.00
Additional Engineering Fee:	As Required at Actual Cost

### **III. CITY AND POWER SUPPLIER REVIEW PROCESS**

#### **(1) Plan Review Process**

- (a) The City and its power supplier, if requested by the City, will review the application and accompanying documents, plans, specifications, and other information provided and will return an interconnection analysis to the Customer within 60 days of receipt of final plans and specifications.
- (b) Technical review will be consistent with guidelines established by the most recent *IEEE Standard 1547 Guide for Interconnecting Distributed Resources*. The Customer may be required by the City to provide proof that their Customer Generation Facilities have been tested and certified by applicable IEEE guidelines.
- (c) If corrections or changes to the plans, specifications and other information are to be made by the Customer, the 60-day period may be reinitialized when such changes or corrections are provided to the City. In addition, any changes to the site or project requiring new analysis by the City may require additional cost and a new Customer Generation plan. The cost will be determined by the City and shall be paid by the Customer.
- (d) The Customer acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the City and/or its power supplier shall not impose any liability on the City and/or its power supplier and does not guarantee the adequacy of the Customer's equipment or Customer Generation facility to perform its intended function. The City and its power supplier disclaim any expertise or special knowledge relating to the design or performance of generating installations and do not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such Customer Generation installations.
- (e) In the event it is necessary at the time of initial interconnection or at some future time for the City and/or its power supplier to modify electric delivery systems in order to serve the Customer's Customer Generation facilities and/or purchase or continue to purchase the output of the Customer's Customer Generation facilities, or because the quality of the power provided by the Customer's Customer Generation adversely affects the City's and/or its power supplier's delivery system, the Customer will: (1) be responsible to pay the City and/or its power supplier in advance for all costs of modifications required for the interconnection of the Customer's Customer Generation facilities, or (2) modify the Customer Generation facilities as needed, or (3) disconnect from the City's system.

### **IV. SALES TO AND PURCHASES FROM A CUSTOMER GENERATION FACILITY**

- (1) All sales to and purchases from a Customer Generation facility shall be made according to the rates, terms and conditions set forth in the City's Utility Ordinance.

- (2) The City shall not be required to make any purchases that will cause the City to no longer be in compliance with any applicable contracts or all-power contract requirements with its power supplier(s).

## **V. CUSTOMER RESPONSIBILITY PRIOR TO OPERATION**

### **(1) Line Extension and Modifications to City Facilities**

- (a) As a part of the interconnection analysis performed by the City, the Customer will be provided with an estimate of any line extension or other cost to be incurred in providing electric delivery service to the Customer's Customer Generation facility.
- (b) Notwithstanding the City's line extension policy, the Customer shall pay in advance any required engineering fees, and the full cost of construction of any transmission, substation, distribution, transformation, metering, protective, or other facilities or equipment which, at the sole discretion of the City and/or its power supplier, is required to serve the Customer's Generation facility.
- (c) In the event it is necessary at the time of initial interconnection or at some future time for the City and/or its power supplier to modify electric delivery systems in order to serve the Customer's Generation facilities and/or purchase or continue to purchase the Customer's output, or because the quality of the power provided by the Customer's Generation adversely affects the City and/or its power supplier's delivery system, the Customer will: (1) reimburse the City and/or its power supplier for all costs of modifications required for the interconnection of the Customer's Generation facilities, or (2) modify the Customer Generation facility's disconnect device.
- (d) In the event the City at any time in the future changes primary voltage of facilities serving the Customer Generation facility such that metering equipment, transformers and/or any other Customer-owned equipment must be changed to continue receiving service at the new primary voltage level, the full cost of the change will be borne by the Customer.
- (e) The City reserves the right to require the Customer to pay the full cost of the installation of a visible load break disconnect switch by and to the sole specification of the City. The switch will be readily accessible to City and/or emergency personnel and of a type that can be secured in an open position by a City lock.

### **(2) Applicable Regulations**

The Customer Generation facility shall be installed and operated subject to and in accordance with the terms and conditions set forth in the City's rules, regulations, rates and ordinances, as amended from time to time, and, if applicable, approved by the City Council, which are incorporated herein by reference, and in compliance with all applicable federal, state and local laws, regulations, zoning codes, building codes (including, without limitation, the current editions of the *International Building Code*, the *International Existing Building Code*, the *International Residential Code*, the *International*

*Fire Code* and *The National Electrical Code* as adopted by the City), safety rules, environmental restrictions, ordinances and regulations, including without limitation, the most recent *IEEE Standard 1547 Guide for Interconnecting Distributed Resources*, applicable ANSI standards, including ANSI C84.1 Range A, guidelines and directives of regional transmission organizations and independent system operators, guidelines, and in accordance with industry standard prudent engineering practices.

(3) Liability Insurance

- (a) Prior to interconnection, the Customer must provide a certificate of insurance naming the City as the certificate holder, showing satisfactory liability insurance covering indemnity agreements which insures the Customer against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation and maintenance of the Customer's generating equipment.
- (b) The amount of such insurance coverage shall be not less than \$1,000,000 per occurrence. The amount of such coverage and the type of insurance coverage required shall be acceptable to the City and may be amended from time to time by the City at the sole discretion of the City.
- (c) The certificate shall provide that the insurance policy will not be changed or canceled during its term without thirty days written notice to the City. The term of the insurance shall be coincident with the term of the interconnection contract or shall be specified to renew throughout the length of the interconnection contract.
- (d) The Customer shall provide proof of such insurance to the City at least annually.

(4) Contracts

Interconnection Contract

The Customer will sign and deliver an Agreement for Interconnection to the City substantially in the form as shown in the City Agreement for Interconnection and Parallel Operation of Customer Generation.

(5) Initial Interconnection

- (a) Upon satisfactory completion of the review process and execution of required agreements as outlined herein, the City will begin installation of the interconnection of Customer Generation facilities. The interconnection will be completed as soon as practical after completion of the review process and execution of the necessary agreements and/or contracts. After completion of interconnection requirements and prior to initiation of service, the City will conduct a final inspection of the facilities and interconnection to the City's system. Upon satisfactory final review, the City will initiate service to the Customer.

- (b) The City's review process is intended as a means to safeguard the City's facilities and personnel. The Customer acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the City and/or its power supplier shall not impose any liability on the City and/or its power supplier and does not guarantee the adequacy of the Customer's equipment or Customer Generation facility to perform its intended function. The City and its power supplier disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such Customer Generation installations.

## **VI. REFUSAL TO INTERCONNECT SERVICE OR DISCONNECTION OF INTERCONNECTION SERVICE**

The City may, at its sole discretion, prevent the interconnection or disconnect the interconnection of Customer Generation facilities due to reasons such as safety concerns, reliability issues, power quality issues, breach of interconnection contract or any other reasonable issue. Any disconnection may be without prior notice.

## **VII. OPERATION OF PARALLEL FACILITY**

The purpose of this section is to outline the City's operational requirements for Customer Generation facilities operated in parallel with the City's system and is not intended to be a complete listing of all operational, regulatory, safety and other requirements.

### (1) Ownership of Facilities

- (a) The Customer shall own and be solely responsible for all expense, installation, maintenance and operation of all facilities, including all power generating facilities, at and beyond the point of delivery as defined in the City's ordinances.
- (b) At its sole discretion, the City may locate City owned metering equipment and transformers past the point of delivery.

### (2) Self-Protection of Customer Generation Facilities

- (a) The Customer shall furnish, install, operate and maintain in good order and repair all equipment necessary for the safe operation of Customer Generation facilities operated in parallel with the City system.
- (b) The Customer's equipment shall have capability to both establish and maintain synchronism with the City system and to automatically disconnect and isolate the Customer Generation facility from the City system, due to any abnormal conditions.
- (c) The Customer's Customer Generation facility shall be designed, installed and maintained to be self-protected from normal and abnormal conditions on the City system including, but not limited to, overvoltage, undervoltage, overcurrent,

frequency deviation, and faults. Self-protection will be compatible with all applicable City protection arrangements and operating policies.

- (d) Additional protective devices and/or functions may be required by the City when, in the sole judgment of the City, the particular Customer Generation facility installation and/or the City system characteristics so warrant.

(3) Quality of Service

- (a) The Customer's Generation facility will generate power at the nominal voltage of the City's system at the Customer's delivery point as defined by ANSI C84.1 Range A.
- (b) Customer's Generation installation will generate power at a frequency within the tolerances as defined by IEEE 1547.
- (c) Customer's Generation facility shall produce power at a minimum power factor of at least 98% or shall use power factor correction capacitors to ensure at least a 98% power factor.
- (d) Customer's Generation facility shall be in accordance with the power quality limits specified in IEEE 519.
- (e) The overall quality of the power provided by the Customer's Generation facility including, but not limited to, the effects of harmonic distortion, voltage regulation, voltage flicker, switching surges and power factor, will be such that the City system is not adversely affected in any manner.
- (f) In the event that the adverse effects are caused in whole or in part by the Customer's Generation facility, the Customer will correct the cause of such effects within 30 days of receipt of notice from the City, reimburse the City for any required correction, or be subject to immediate disconnection, solely at the City's discretion, from the City's system.

(4) Safety Disconnect

- (a) The Customer shall be required by the City to install a visible load break disconnect switch at the Customer's expense and to the City's specifications.
- (b) The switch will be located so as to be readily accessible to City and/or emergency personnel in a location acceptable to both the Customer and City.
- (c) The switch shall be a type that can be secured in an open position by a lock owned by the City. If the City has locked the disconnect switch open, the Customer shall not operate or close the disconnect switch.
- (d) The City shall have the right to lock the switch open when, in the judgment of the City:

- (1) It is necessary to maintain safe electrical operating and/or maintenance conditions,
  - (2) The Customer's Generation adversely affects the City system, or
  - (3) There is a system emergency or other abnormal operating condition warranting disconnection.
- (e) The City reserves the right to operate the disconnect switch for the protection of the City system even if it affects the Customer's Generation facility. In the event the City opens and/or closes the disconnect switch:
- (1) The City shall not be responsible for energization or restoration of parallel operation of the Customer Generation facility.
  - (2) The City will make reasonable efforts to notify the Customer.
- (f) The Customer will not bypass the disconnect switch at any time for any reason.
- (g) Signage shall be required by the City at the Customer's expense and located at the disconnect indicating the purpose of the switch along with contact names and numbers of both the Customer and the City. The size, design and form of the signage shall be as the City shall require.
- (h) Customers with Customer Generation facilities as defined herein which are solely for the purpose of emergency backup or peak shaving without intent to export power shall not operate their Customer Generation facilities at any time unless visibly disconnected from the City system. At its sole discretion, the City may require Customer to install at the Customer's own expense an interlocking switch for the purpose of insuring the Customer's facilities do not operate in parallel with the City's facilities.
- (i) Should the City lose power serving the Customer's Generation facilities for any reason, Customers with Customer Generation facilities shall not operate their Customer Generation facilities unless visibly disconnected from the City system.
- (5) Metering/Monitoring

The City shall specify, install and own all metering equipment as follows:

- (a) Power transfer at the point of interconnection will be measured by metering equipment as installed and specified at the sole discretion of the City.
- (b) There shall be no net metering, except as may be provided by item (g) below.
- (c) The meter(s) shall be read at a time or times of month determined at the City's sole discretion for acquiring metering data. The Customer shall provide the City an

approved communications link at the Customer's cost for this purpose if so requested by the City. The type of communications link and metering equipment measuring purchase of power by the City shall be installed and specified at the sole discretion of the City.

- (d) The City may, at its sole discretion, require the Customer to pay the City in advance for metering and monitoring equipment and installation expense.
- (e) Meter testing shall follow the City's standard policy on metering testing and accuracy.
- (f) At its sole discretion, the City may meter the Customer Generation facility at primary or secondary level.
- (g) If permitted by the City's power supplier, and at the City's sole discretion, a DER or QF facility having a design capacity of 15 kW or less that is fueled by a renewable energy source may be net billed by installing a single meter, which has the capability of reading the flow of energy in each direction, and net billing occurring according to the monthly net reading of the meter. However, the Customer's net monthly bill shall never be less than the minimum monthly electrical utility charge, DER Fee and Monthly Maintenance Fee as set from time to time by the City Council.

(6) Access

- (a) Persons authorized by the City will have the right to enter the Customer's property for purposes of testing, operating the disconnect switch, reading or testing the metering equipment, maintaining right-of-way or other Customer Generation facility equipment and/or City service requirement. Such entry onto the Customer's property may be without notice.
- (b) If the Customer erects or maintains locked gates or other barriers, the Customer will furnish the City with convenient means to circumvent the barrier for full access for the above-mentioned reasons.

(7) Liability for Injury and Damages

- (a) The City and/or its power supplier and the Customer shall not be liable to each other for either direct or consequential damages resulting from failures, interruptions, or voltage and waveform fluctuations occasioned by causes reasonably beyond the control of the City and/or its power supplier including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction.

**ALL PROVISIONS NOTWITHSTANDING, IN NO EVENT SHALL THE CITY BE LIABLE TO THE CUSTOMER FOR ANY INTEREST, LOSS OF ANTICIPATED**

**REVENUE, EARNINGS, PROFITS, OR INCREASED EXPENSE OF OPERATIONS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OF CUSTOMER'S PREMISES OR FACILITIES FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED, IN WHOLE OR PART, TO THIS AGREEMENT.**

The City shall not be liable in any event for consequential damages.

- (b) The Customer shall indemnify the City and/or its power supplier against and hold the City and/or its power supplier harmless from all claims by third parties for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Customer or damages to property owned by third parties, arising directly or indirectly from the Customer's Generation facility.
- (c) City and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the Point of Interconnection. The City, while retaining the right to inspect, does not assume any duty of inspecting the Customer's lines, wires switches, or other equipment or property and will not be responsible therefor. Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.
- (d) For the mutual protection of the Customer and the City, only with City's prior written authorization are the connections between the City's service wires and the Customer's service entrance conductors to be energized.
- (e) The Customer is solely responsible for ensuring Customer's facility complies with all applicable regulations including, but not limited to, laws, regulations, ordinances, codes, policies and directives, and Public Utilities Commission of Texas rules, policies and directives.

(8) Notice of Change in Installation

- (a) The Customer will notify the City in writing at least thirty (30) days in advance of making any change affecting the characteristics, performance, or protection of the Customer Generation facility.
- (b) If any modification undertaken by the Customer will create or has created conditions which may be unsafe or adversely affect the City system, the Customer shall immediately correct such conditions or be subject to immediate disconnection from the City system.
- (c) Any change in the operating characteristics of the Customer Generation facility including, but not limited to, size of generator, total facility capacity, nature of facility, fuel source, site change, hours of operation, or type used, may require a new

application process, including, but not limited to, application form, application fee, Customer Generation plan and Customer Generation plan review by the City.

(9) Testing and Record Keeping

- (a) The Customer shall test all aspects of the protection systems up to and including tripping of the generator and interconnection point at start-up and thereafter as required. Testing will verify all protective set points and relay/breaker trip timing and shall include procedures to functionally test all protective elements of the system. The City may witness the testing.
- (b) The Customer will maintain records of all maintenance activities, which the City may review at reasonable times.

(10) Disconnection of Service

The City may, at its sole discretion, discontinue the interconnection of Customer Generation installations due to reasons such as safety concerns, reliability issues, power quality issues, breach of interconnection contract or any other reasonable issue.

(11) Compliance With Laws, Rules and City Ordinances

The Customer Generation installation owned and installed by the Customer shall be installed and operated subject to and in accordance with the terms and conditions set forth in the City's rules, regulations, bylaws, rates and city ordinances, as amended from time to time, and, if applicable, approved by the City Council, which are incorporated herein by reference, and in compliance with all applicable federal, state and local laws, regulations, zoning codes, building codes (including, without limitation, the current edition of the *International Building Code*, the *International Existing Building Code*, the *International Residential Code*, the *International Fire Code* and *The National Electrical Code* as adopted by the City), safety rules, environmental restrictions, ordinances and regulations, including without limitation, those of regional transmission organizations and independent system operators, and in accordance with industry standard prudent engineering practices.

Customer acknowledges that Customer has read and has received a copy of this Guide, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CUSTOMER:

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