# VIRGINIA REGISTER OF REGULATIONS

VOL. 36 ISS. 9 | PUBLISHED EVERY OTHER WEEK BY THE VIRGINIA CODE COMMISSION | DECEMBER 23, 2019


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THE VIRGINIA REGISTER OF REGULATIONS (USPS 001-831) is published biweekly for $263.00 per year by Matthew Bender & Company, Inc., 3 Lear Jet Lane, Suite 102, P.O. Box 1710, Latham, NY 12110. Periodical postage is paid at Easton, MD and at additional mailing offices. POSTMASTER: Send address changes to The Virginia Register of Regulations, 4810 Williamsburg Road, Unit 2, Hurlock, MD 21643.

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# VIRGINIA REGISTER INFORMATION PAGE

**THE VIRGINIA REGISTER OF REGULATIONS** is an official state publication issued every other week throughout the year. Indexes are published quarterly, and are cumulative for the year. The *Virginia Register* has several functions. The new and amended sections of regulations, both as proposed and as finally adopted, are required by law to be published in the *Virginia Register*. In addition, the *Virginia Register* is a source of other information about state government, including petitions for rulemaking, emergency regulations, executive orders issued by the Governor, and notices of public hearings on regulations.

**ADOPTION, AMENDMENT, AND REPEAL OF REGULATIONS**

An agency wishing to adopt, amend, or repeal regulations must first publish in the *Virginia Register* a notice of intended regulatory action; a basis, purpose, substance and issues statement; an economic impact analysis prepared by the Department of Planning and Budget; the agency's response to the economic impact analysis; a summary; a notice giving the public an opportunity to comment on the proposal; and the text of the proposed regulation.

Following publication of the proposal in the Virginia Register, the promulgating agency receives public comments for a minimum of 60 days. The Governor reviews the proposed regulation to determine if it is necessary to protect the public health, safety and welfare, and if it is clearly written and easily understandable. If the Governor chooses to comment on the proposed regulation, his comments must be transmitted to the agency and the Registrar no later than 15 days following the completion of the 60-day public comment period. The Governor's comments, if any, will be published in the *Virginia Register*. Not less than 15 days following the completion of the 60-day public comment period, the agency may adopt the proposed regulation.

The Joint Commission on Administrative Rules (JCAR) or the appropriate standing committee of each house of the General Assembly may meet during the promulgation or final adoption process and file an objection with the Registrar and the promulgating agency. The objection will be published in the *Virginia Register*. Within 21 days after receipt by the agency of a legislative objection, the agency shall file a response with the Registrar, the objecting legislative body, and the Governor.

When final action is taken, the agency again publishes the text of the regulation as adopted, highlighting all changes made to the proposed regulation and explaining any substantial changes made since publication of the proposal. A 30-day final adoption period begins upon final publication in the *Virginia Register*.

The Governor may review the final regulation during this time and, if he objects, forward his objection to the Registrar and the agency. In addition to or in lieu of filing a formal objection, the Governor may suspend the effective date of a portion or all of a regulation until the end of the next regular General Assembly session by issuing a directive signed by a majority of the members of the appropriate legislative body and the Governor. The Governor's objection or suspension of the regulation, or both, will be published in the *Virginia Register*. If the Governor finds that changes made to the proposed regulation have substantial impact, he may require the agency to provide an additional 30-day public comment period on the changes. Notice of the additional public comment period required by the Governor will be published in the *Virginia Register*.

The agency shall suspend the regulatory process for 30 days when it receives requests from 25 or more individuals to solicit additional public comment, unless the agency determines that the changes have minor or inconsequential impact.

A regulation becomes effective at the conclusion of the 30-day final adoption period, or at any other later date specified by the promulgating agency, unless (i) a legislative objection has been filed, in which event the regulation, unless withdrawn, becomes effective on the date specified, which shall be after the expiration of the 21-day objection period; (ii) the Governor exercises his authority to require the agency to provide for additional public comment, in which event the regulation, unless withdrawn, becomes effective on the date specified, which shall be after the expiration of the period for which the Governor has provided for additional public comment; (iii) the Governor and the General Assembly exercise their authority to suspend the effective date of a regulation until the end of the next regular legislative session; or (iv) the agency suspends the regulatory process, in which event the regulation, unless withdrawn, becomes effective on the date specified, which shall be after the expiration of the 30-day public comment period and no earlier than 15 days from publication of the readopted action.

A regulatory action may be withdrawn by the promulgating agency at any time before the regulation becomes final.

**FAST-TRACK RULEMAKING PROCESS**

Section 2.2-4012.1 of the Code of Virginia provides an exemption from certain provisions of the Administrative Process Act for agency regulations deemed by the Governor to be noncontroversial. To use this process, Governor's concurrence is required and advance notice must be provided to certain legislative committees. Fast-track regulations will become effective on the date noted in the regulatory action if no objections to using the process are filed in accordance with § 2.2-4012.1.

**EMERGENCY REGULATIONS**

Pursuant to § 2.2-4011 of the Code of Virginia, an agency, upon consultation with the Attorney General, and at the discretion of the Governor, may adopt emergency regulations that are necessitated by an emergency situation. An agency may also adopt an emergency regulation when Virginia statutory law or the appropriation act or federal law or federal regulation requires that a regulation be effective in 280 days or less from its enactment. The emergency regulation becomes operative upon its adoption and filing with the Registrar of Regulations, unless a later date is specified. Emergency regulations are limited to no more than 18 months in duration; however, may be extended for six months under certain circumstances as provided for in § 2.2-4011 D. Emergency regulations are published as soon as possible in the *Register*.

During the time the emergency status is in effect, the agency may proceed with the adoption of permanent regulations through the usual procedures. To begin promulgating the replacement regulation, the agency must (i) file the Notice of Intended Regulatory Action with the Registrar within 60 days of the effective date of the emergency regulation and (ii) file the proposed regulation with the Registrar within 180 days of the effective date of the emergency regulation. If the agency chooses not to adopt the regulations, the emergency status ends when the prescribed time limit expires.

**STATEMENT**

The foregoing constitutes a generalized statement of the procedures to be followed. For specific statutory language, it is suggested that Article 2 (§ 2.2-4006 et seq.) of Chapter 40 of Title 2.2 of the Code of Virginia be examined carefully.

**CITATION TO THE *VIRGINIA REGISTER***

The *Virginia Register* is cited by volume, issue, page number, and date. **34:8 VA.R. 763-832 December 11, 2017,** refers to Volume 34, Issue 8, pages 763 through 832 of the *Virginia Register* issued on December 11, 2017.

*The Virginia Register of Regulations* is published pursuant to Article 6 (§ 2.2-4031 et seq.) of Chapter 40 of Title 2.2 of the Code of Virginia.

# PUBLICATION SCHEDULE AND DEADLINES

This schedule is available on the Virginia Register of Regulations website (http://register.dls.virginia.gov).

**January 2020 through December 2020**

| Volume: Issue | Material Submitted By Noon* | Will Be Published On |
|---|---|---|
| 36:11 | January 1, 2020 | January 20, 2020 |
| 36:12 | January 15, 2020 | February 3, 2020 |
| 36:13 | January 29, 2020 | February 17, 2020 |
| 36:14 | February 12. 2020 | March 2, 2020 |
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| 37:1 | August 12, 2020 | August 31, 2020 |
| 37:2 | August 26, 2020 | September 14, 2020 |
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| 37:4 | September 23, 2020 | October 12, 2020 |
| 37:5 | October 7, 2020 | October 26, 2020 |
| 37:6 | October 21, 2020 | November 9, 2020 |
| 37:7 | November 4, 2020 | November 23, 2020 |
| 37:8 | November 16, 2020 **(Monday)** | December 7, 2020 |
| 37:9 | December 2, 2020 | December 21, 2020 |

*Filing deadlines are Wednesdays unless otherwise specified.

## TITLE 18. PROFESSIONAL AND OCCUPATIONAL LICENSING

### BOARD OF MEDICINE

### Initial Agency Notice

Title of Regulation: **18VAC85-21. Regulations Governing Prescribing of Opioids and Buprenorphine.**

Statutory Authority: §§ 54.1-2400 and 54.1-2928.2 of the Code of Virginia.

Name of Petitioner: Dr. Lee Tannenbaum.

Nature of Petitioner's Request: To amend 18VAC85-21-150 I to allow prescribing of up to the federal Food and Drug Administration approved limit of 32 mg QD (one a day).

Agency Plan for Disposition of Request: In accordance with Virginia law, the petition will be filed with the Registrar of Regulations and published on December 23, 2019, and posted on the Virginia Regulatory Town Hall at www.townhall.virginia.gov. Comment on the petition will be requested until January 22, 2020, and may be posted on the Town Hall or sent to the board. Following receipt of all comments on the petition to amend regulations, the matter will be considered by the full board at its meeting in February of 2020.

Public Comment Deadline: January 22, 2020.

Agency Contact: William L. Harp, M.D., Executive Director, Board of Medicine, 9960 Mayland Drive, Suite 300, Richmond, VA 23233, telephone (804) 367-4558, or email william.harp@dhp.virginia.gov.

VA.R. Doc. No. R20-19 Filed December 2, 2019, 4:21 p.m.

### BOARD OF COUNSELING

### Agency Decision

Title of Regulation: **18VAC115-20. Regulations Governing the Practice of Professional Counseling.**

Statutory Authority: § 54.1-2400 of the Code of Virginia.

Name of Petitioner: Rev. Steven Giddens.

Nature of Petitioner's Request: To amend 18VAC115-20-52 to eliminate the restriction on residents' ability to directly bill for their services.

Agency Decision: Request denied.

Statement of Reason for Decision: In accordance with Virginia law, the petition was filed with the Registrar of Regulations and published on September 30, 2019, with comment requested until October 25, 2019. The petition and all comment received in support or opposition were reviewed at the board meeting on November 25, 2019. The board decided to take no action based on its concern that direct billing by residents is contrary to the reimbursement policy of the Department of Medical Assistance Services and other third-party payors, and that it might incentivize residents to engage in independent practice without appropriate supervision.

Agency Contact: Elaine J. Yeatts, Regulatory Coordinator, Department of Health Professions, 9960 Mayland Drive, Suite 300, Richmond, VA 23233, telephone (804) 367-4688, or email elaine.yeatts@dhp.virginia.gov.

VA.R. Doc. No. R20-07 Filed November 25, 2019, 9:26 a.m.

### Agency Decision

Title of Regulation: **18VAC115-50. Regulations Governing the Practice of Marriage and Family Therapy.**

Statutory Authority: § 54.1-2400 of the Code of Virginia.

Name of Petitioner: David and Suzanne Mikkelson.

Nature of Petitioner's Request: To amend 18VAC115-50-55 to reduce the required internship number of hours of experience with couples and families from 200 of the 240 to 120 of the required 240 hours.

Agency Decision: Request denied.

Statement of Reason for Decision: The board reviewed all comments and discussed the request at its meeting on November 22, 2019. While board members expressed an understanding of the challenge that the requirement can present, the board reiterated the need for someone seeking a license as a marriage and family therapist to have significant direct client contact with couples and families. Therefore, its decision was to not initiate rulemaking. In adopting proposed amendments resulting from an overall review of regulations, the board has proposed to allow a person who was unable to complete all required hours in an internship to make up the deficient hours in the person's residency. Once the proposed regulations are finalized, that may alleviate the problem some applicants have faced.

Agency Contact: Jaime Hoyle, Executive Director, Board of Counseling, 9960 Mayland Drive, Suite 300, Richmond, VA 23233, telephone (804) 367-4406, or email jaime.hoyle@dhp.virginia.gov.

VA.R. Doc. No. R20-11 Filed November 25, 2019, 9:18 a.m.

## TITLE 9. ENVIRONMENT

### STATE AIR POLLUTION CONTROL BOARD

#### Report of Findings

Pursuant to § 2.2-4007.1 of the Code of Virginia, the State Air Pollution Control Board conducted a small business impact review of **9VAC5-151, Regulation for Transportation Conformity**, and determined that this regulation should be retained in its current form. The State Air Pollution Control Board is publishing its report of findings dated December 2, 2019, to support this decision in accordance with § 2.2-4007.1 F of the Code of Virginia.

This regulation continues to be needed. It provides sources with the most cost-effective means of fulfilling ongoing state and federal requirements that protect air quality. No comments were received during the public comment period for the periodic review of this regulation. The regulation's level of complexity is appropriate to ensure that the regulated entity is able to meet its legal mandate as efficiently and cost-effectively as possible. This regulation does not overlap, duplicate, or conflict with any state law or other state regulation.

This regulation was last updated in 2012. Over time, it generally becomes less expensive to characterize, measure, and mitigate the regulated pollutants that contribute to poor air quality. This chapter continues to provide the most efficient and cost-effective means to determine the level and impact of excess emissions and to control those excess emissions.

The department, through examination of the regulation, has determined that the regulatory requirements currently minimize the economic impact of emission control regulations on small businesses and thereby minimize the impact on existing and potential Virginia employers and their ability to maintain and increase the number of jobs in the Commonwealth.

Contact Information: Gary Graham, Regulatory Analyst, Office of Regulatory Affairs, Department of Environmental Quality, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4103, FAX (804) 698-4319, or email gary.graham@deq.virginia.gov.

#### Report of Findings

Pursuant to § 2.2-4007.1 of the Code of Virginia, the State Air Pollution Control Board conducted a small business impact review of **9VAC5-210, Regulation for Dispute Resolution**, and determined that this regulation should be retained in its current form. The State Air Pollution Control Board is publishing its report of findings dated October 31, 2019, to support this decision in accordance with § 2.2-4007.1 F of the Code of Virginia.

The regulation continues to be needed. The regulation is required by § 10.1-1186.3 D of the Code of Virginia. One comment was received during the public comment period requesting a change to the regulation. The commenter requested a change that was inconsistent with the requirements of state law.

The regulation provides guidelines for the dispute resolution process. The regulation includes issues such as the selection of a neutral, the responsibilities of the neutral, and the expectations of those involved in the process. The regulation establishes the ground rules for the dispute resolution process. This is a state only regulation and does not overlap with other federal or state laws or regulations.

This regulation was last amended in 2015 to update statutory references. The content of the regulation remains current and no changes are necessary at this time. There is a continued need for this regulation, and the agency has determined that this regulation imposes no additional regulatory burden on small businesses. The use of the dispute resolution process is voluntary and not required.

Contact Information: Melissa Porterfield, Office of Regulatory Affairs, Department of Environmental Quality, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4238, FAX (804) 698-4019, or email melissa.porterfield@deq.virginia.gov.

### VIRGINIA WASTE MANAGEMENT BOARD

#### Report of Findings

Pursuant to § 2.2-4007.1 of the Code of Virginia, the Virginia Waste Management Board conducted a small business impact review of **9VAC20-15, Regulation for Dispute Resolution**, and determined that this regulation should be retained in its current form. The Virginia Waste Management Board is publishing its report of findings dated October 31, 2019, to support this decision in accordance with § 2.2-4007.1 F of the Code of Virginia.

The regulation continues to be needed. The regulation is required by § 10.1-1186.3 D of the Code of Virginia. No comments were received during the public comment period.

The regulation provides guidelines for the dispute resolution process. The regulation includes issues such as the selection of a neutral, the responsibilities of the neutral, and the expectations of those involved in the process. The regulation establishes the ground rules for the dispute resolution process. This is a state only regulation and does not overlap with other federal or state laws or regulations.

This regulation was last amended in 2015 to update statutory references. The content of the regulation remains current and no changes are necessary at this time. There is a continued need for this regulation, and the agency has determined that this regulation imposes no additional regulatory burden on

small businesses. The use of the dispute resolution process is voluntary and not required.

Contact Information: Melissa Porterfield, Office of Regulatory Affairs, Department of Environmental Quality, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4238, FAX (804) 698-4019, or email melissa.porterfield@deq.virginia.gov.

### STATE WATER CONTROL BOARD

#### Report of Findings

Pursuant to § 2.2-4007.1 of the Code of Virginia, the State Water Control Board conducted a small business impact review of **9VAC25-15, Regulation for Dispute Resolution**, and determined that this regulation should be retained in its current form. The State Water Control Board is publishing its report of findings dated October 31, 2019, to support this decision in accordance with § 2.2-4007.1 F of the Code of Virginia.

The regulation continues to be needed. The regulation is required by § 10.1-1186.3 D of the Code of Virginia. One comment was received during the public comment period requesting a change to the regulation. The commenter requested a change that was inconsistent with the requirements of state law.

The regulation provides guidelines for the dispute resolution process. The regulation includes issues such as the selection of a neutral, the responsibilities of the neutral, and the expectations of those involved in the process. The regulation establishes the ground rules for the dispute resolution process. This is a state only regulation and does not overlap with other federal or state laws or regulations.

This regulation was last amended in 2015 to update statutory references. The content of the regulation remains current and no changes are necessary at this time. There is a continued need for this regulation, and the agency has determined that this regulation imposes no additional regulatory burden on small businesses. The use of the dispute resolution process is voluntary and not required.

Contact Information: Melissa Porterfield, Office of Regulatory Affairs, Department of Environmental Quality, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4238, FAX (804) 698-4019, or email melissa.porterfield@deq.virginia.gov.

#### Report of Findings

Pursuant to § 2.2-4007.1 of the Code of Virginia, the State Water Control Board conducted a small business impact review of **9VAC25-380, Wetlands Policy**, and determined that this regulation should be retained in its current form. The State Water Control Board is publishing its report of findings dated November 4, 2019, to support this decision in accordance with § 2.2-4007.1 F of the Code of Virginia.

The regulation continues to be needed. The Wetlands Policy establishes the importance of protecting wetlands from destruction and recognizes the unique role wetlands play in managing water quality. Comments were received from Virginia Transportation Construction Alliance supporting retaining the Wetlands Policy in its current form. Comments with suggested edits to the policy were received from Pamela Mason of the Virginia Institute of Marine Science in conjunction with the Virginia Coastal Policy Center.

The regulation is clearly written in nontechnical language and is easily understandable by the individuals and entities it affects. This policy compliments but does not take the place of the Virginia Water Protection Permit Program Regulation (9VAC25-210). The regulation does not duplicate or conflict with federal or state law or regulation.

The regulation was last evaluated in 2011. The content of this policy remains current and applicable. The Wetlands Policy is applicable throughout the state with the goal of encouraging the conservation of wetlands. Small businesses will not be adversely impacted by the Wetlands Policy.

Contact Information: Melissa Porterfield, Office of Regulatory Affairs, Department of Environmental Quality, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4238, FAX (804) 698-4019, or email melissa.porterfield@deq.virginia.gov.

## TITLE 18. PROFESSIONAL AND OCCUPATIONAL LICENSING

### DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

#### Report of Findings

Pursuant to § 2.2-4007.1 of the Code of Virginia, the Department of Professional and Occupational Regulation conducted a small business impact review of **18VAC120-11, Public Participation Guidelines**, and determined that this regulation should be retained in its current form. The Department of Professional and Occupational Regulation is publishing its report of findings dated November 22, 2019, to support this decision in accordance with § 2.2-4007.1 F of the Code of Virginia.

The current regulations are necessary for the advisory boards to comply with § 2.2-4007.02 of the Code of Virginia. No public comments were received. The regulation is not complex in nature. The regulation does not overlap, duplicate, or conflict with federal or state laws or regulations. The last periodic review of this regulation occurred August, 2015.

The director determined that the regulation should not be amended or repealed but retained in its current form. No small business impact has been identified.

Contact Information: Mary Broz-Vaughan, Director, Department of Professional and Occupational Regulation, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, telephone (804) 367-8519, FAX (804) 527-4408, or email director@dpor.virginia.gov.

### Report of Findings

Pursuant to § 2.2-4007.1 of the Code of Virginia, the Department of Professional and Occupational Regulation conducted a small business impact review of **18VAC120-40, Virginia Professional Boxing and Wrestling Events Regulations**, and determined that this regulation should be retained in its current form. The Department of Professional and Occupational Regulation is publishing its report of findings dated November 21, 2019, to support this decision in accordance with § 2.2-4007.1 F of the Code of Virginia.

No comments or complaints were received during the public comment period. The regulation is clearly written, easily understandable, and does not overlap, duplicate, or conflict with federal or state law or regulation.

The most recent periodic review of the regulation occurred in March, 2016. The current regulations became effective September 9, 2016.

Contact Information: Mary Broz-Vaughan, Director, Department of Professional and Occupational Regulation, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, telephone (804) 367-8519, FAX (804) 527-4408, or email director@dpor.virginia.gov.

## BOARD FOR PROFESSIONAL SOIL SCIENTISTS, WETLAND PROFESSIONALS, AND GEOLOGISTS

### Report of Findings

Pursuant to § 2.2-4007.1 of the Code of Virginia, the Board for Professional Soil Scientists, Wetland Professionals, and Geologists conducted a small business impact review of **18VAC145-11, Public Participation Guidelines**, and determined that this regulation should be retained in its current form. The Board for Professional Soil Scientists, Wetland Professionals, and Geologists is publishing its report of findings dated November 22, 2019, to support this decision in accordance with § 2.2-4007.1 F of the Code of Virginia.

The current regulations are necessary for the board to comply with § 2.2-4007.02 of the Code of Virginia. No public comments were received. The regulation is not complex in nature. The regulation does not overlap, duplicate, or conflict with federal or state laws or regulations. The last periodic review of this regulation occurred in 2015.

On November 19, 2019, the board reviewed the regulation and for the reasons stated in this section determined that the regulation should not be amended or repealed but retained in its current form. No small business impact has been identified.

Contact Information: Kathleen R. Nosbisch, Executive Director, Board for Professional Soil Scientists, Wetland Professionals, and Geologists, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, telephone (804) 367-8514, FAX (866) 465-6206, or email soilscientist@dpor.virginia.gov.

### Report of Findings

Pursuant to § 2.2-4007.1 of the Code of Virginia, the Board for Professional Soil Scientists, Wetland Professionals, and Geologists conducted a small business impact review of **18VAC145-20, Professional Soil Scientists Regulations**, and determined that this regulation should be retained in its current form. The Board for Professional Soil Scientists, Wetland Professionals, and Geologists is publishing its report of findings dated November 22, 2019, to support this decision in accordance with § 2.2-4007.1 F of the Code of Virginia.

Subdivision 5 of § 54.1-201 of the Code of Virginia mandates the Board for Professional Soil Scientists, Wetland Professionals, and Geologists promulgate regulations. The continued need for the regulation is established in statute. Repeal of the regulation would remove the current public protections provided by the regulation. The Board for Professional Soil Scientists, Wetland Professionals, and Geologists provides protection to the safety and welfare of the citizens of the Commonwealth by ensuring that only those individuals who meet specific criteria set forth in the statutes and regulations are eligible to receive a license. The board is also tasked with ensuring that its regulants meet standards of practice that are set forth in the regulation.

No comments or complaints were received during the public comment period. The regulation is clearly written, easily understandable, and does not overlap, duplicate, or conflict with federal or state law or regulation.

The most recent periodic review of the regulation occurred in 2015. On November 19, 2019, the board discussed the regulation and for the reasons stated in this section determined that the regulation should not be amended or repealed but retained in its current form.

Contact Information: Kathleen R. Nosbisch, Executive Director, Board for Professional Soil Scientists, Wetland Professionals, and Geologists, 9960 Mayland Drive, Suite

400, Richmond, VA 23233, telephone (804) 367-8514, FAX (866) 465-6206, or email soilscientist@dpor.virginia.gov.

### Report of Findings

Pursuant to § 2.2-4007.1 of the Code of Virginia, the Board for Professional Soil Scientists, Wetland Professionals, and Geologists conducted a small business impact review of **18VAC145-30, Regulations Governing Certified Professional Wetland Delineators**, and determined that this regulation should be retained in its current form. The Board for Professional Soil Scientists, Wetland Professionals, and Geologists is publishing its report of findings dated November 22, 2019, to support this decision in accordance with § 2.2-4007.1 F of the Code of Virginia.

Subdivision 5 of § 54.1-201 of the Code of Virginia mandates the Board for Professional Soil Scientists, Wetland Professionals, and Geologists promulgate regulations. The continued need for the regulation is established in statute. Repeal of the regulation would remove the current public protections provided by the regulation. The Board for Professional Soil Scientists, Wetland Professionals, and Geologists provides protection to the safety and welfare of the citizens of the Commonwealth by ensuring that only those individuals and businesses who meet specific criteria set forth in the statutes and regulations are eligible to receive a license. The board is also tasked with ensuring that its regulants meet standards of practice that are set forth in the regulation.

No comments or complaints were received during the public comment period. The regulation is clearly written, easily understandable, and does not overlap, duplicate, or conflict with federal or state law or regulation.

The most recent periodic review of the regulation occurred in 2015. On November 19, 2019, the board discussed the regulation and for the reasons stated in this section, determined that the regulation should not be amended or repealed but retained in its current form.

Contact Information: Kathleen R. Nosbisch, Executive Director, Board for Professional Soil Scientists, Wetland Professionals, and Geologists, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, telephone (804) 367-8514, FAX (866) 465-6206, or email soilscientist@dpor.virginia.gov.

### Report of Findings

Pursuant to § 2.2-4007.1 of the Code of Virginia, the Board for Professional Soil Scientists, Wetland Professionals, and Geologists conducted a small business impact review of **18VAC145-40, Regulations for the Geology Certification Program**, and determined that this regulation should be retained in its current form. The Board for Professional Soil Scientists, Wetland Professionals, and Geologists is publishing its report of findings dated November 22, 2019, to support this decision in accordance with § 2.2-4007.1 F of the Code of Virginia.

Subdivision 5 of § 54.1-201 of the Code of Virginia mandates the Board for Professional Soil Scientists, Wetland Professionals, and Geologists promulgate regulations. The continued need for the regulation is established in statute. Repeal of the regulation would remove the current public protections provided by the regulation. The Board for Professional Soil Scientists, Wetland Professionals, and Geologists provides protection to the safety and welfare of the citizens of the Commonwealth by ensuring that only those individuals and businesses who meet specific criteria set forth in the statutes and regulations are eligible to receive a license. The board is also tasked with ensuring that its regulants meet standards of practice that are set forth in the regulation.

No comments or complaints were received during the public comment period. The regulation is clearly written, easily understandable, and does not overlap, duplicate, or conflict with federal or state law or regulation.

The most recent periodic review of the regulation occurred in 2015. On November 19, 2019, the board discussed the regulation and for the reasons stated in this section determined that the regulation should not be amended or repealed but retained in its current form.

Contact Information: Kathleen R. Nosbisch, Executive Director, Board for Professional Soil Scientists, Wetland Professionals, and Geologists, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, telephone (804) 367-8514, FAX (866) 465-6206, or email soilscientist@dpor.virginia.gov.

## TITLE 18. PROFESSIONAL AND OCCUPATIONAL LICENSING

### BOARD OF DENTISTRY

#### Notice of Intended Regulatory Action

Notice is hereby given in accordance with § 2.2-4007.01 of the Code of Virginia that the Board of Dentistry intends to consider amending **18VAC60-21, Regulations Governing the Practice of Dentistry**. The purpose of the proposed action is to add a section to 18VAC60-21 to (i) include in regulation the statutory requirement that takes effect on July 1, 2020, that a prescription for a controlled substance that contains an opioid must be issued as an electronic prescription and (ii) provide for a one-year waiver from the requirement if a practitioner can demonstrate economic hardship, technological limitations beyond the practitioner's control, or other exceptional circumstances.

The agency intends to hold a public hearing on the proposed action after publication in the Virginia Register.

Statutory Authority: §§ 54.1-2400 and 54.1-3408.02 of the Code of Virginia.

Public Comment Deadline: January 22, 2020.

Agency Contact: Sandra Reen, Executive Director, Board of Dentistry, 9960 Mayland Drive, Suite 300, Richmond, VA 23233, telephone (804) 367-4437, FAX (804) 527-4428, or email sandra.reen@dhp.virginia.gov.

VA.R. Doc. No. R20-6114; Filed December 2, 2019, 10:25 a.m.

### BOARD OF FUNERAL DIRECTORS AND EMBALMERS

#### Withdrawal of Notice of Intended Regulatory Action

Notice is hereby given in accordance with § 2.2-4007.01 of the Code of Virginia that the Board of Funeral Directors and Embalmers has WITHDRAWN the Notice of Intended Regulatory Action for **18VAC65-40, Regulations for the Funeral Service Internship Program**, which was published in 35:21 VA.R. 2444 June 10, 2019. The amendments intended for this action will be incorporated into an action resulting from the periodic review of 18VAC65-40. A new notice announcing an action including all amendments from the periodic review will be published at a later date.

Statutory Authority: §§ 54.1-2400 and 54.1-2817 of the Code of Virginia.

Agency Contact: Corie Tillman-Wolf, Executive Director, Board of Funeral Directors and Embalmers, 9960 Mayland Drive, Suite 300, Richmond, VA 23233-1463, telephone (804) 367-4424, FAX (804) 527-4637, or email corie.wolf@dhp.virginia.gov.

VA.R. Doc. No. R19-5971; Filed December 9, 2019, 11:52 a.m.

### BOARD OF COUNSELING

#### Notice of Intended Regulatory Action

Notice is hereby given in accordance with § 2.2-4007.01 of the Code of Virginia that the Board of Counseling intends to consider amending **18VAC115-20, Regulations Governing the Practice of Professional Counseling; 18VAC115-50, Regulations Governing the Practice of Marriage and Family Therapy;** and **18VAC115-60, Regulations Governing the Practice of Licensed Substance Abuse Treatment Practitioners**. The purpose of the proposed action is to implement Chapter 428 of the 2019 Acts of Assembly and provide for the issuance of a temporary license for a residency in counseling. The amendments (i) set fees for initial and renewal of a resident license, (ii) establish qualifications for the issuance of a license and for its renewal, (iii) limit the number of times a resident may renew the temporary license, and (iv) set a time limit for passage of the licensing examination for professional counselors, marriage and family therapists, and substance abuse treatment practitioners.

The agency intends to hold a public hearing on the proposed action after publication in the Virginia Register.

Statutory Authority: §§ 54.1-2400 and 54.1-3505 of the Code of Virginia.

Public Comment Deadline: January 22, 2020.

Agency Contact: Jaime Hoyle, Executive Director, Board of Counseling, 9960 Mayland Drive, Suite 300, Richmond, VA 23233, telephone (804) 367-4406, FAX (804) 527-4435, or email jaime.hoyle@dhp.virginia.gov.

VA.R. Doc. No. R20-6111; Filed December 2, 2019, 11:34 a.m.

## TITLE 2. AGRICULTURE

### BOARD OF AGRICULTURE AND CONSUMER SERVICES

### Final Regulation

REGISTRAR'S NOTICE: The Board of Agriculture and Consumer Services is claiming an exemption from the Administrative Process Act in accordance with § 3.2-703 of the Code of Virginia, which exempts quarantine to prevent or retard the spread of a pest into, within, or from the Commonwealth.

Title of Regulation: **2VAC5-315. Virginia Imported Fire Ant Quarantine for Enforcement of the Virginia Pest Law (amending 2VAC5-315-50).**

Statutory Authority: § 3.2-703 of the Code of Virginia.

Effective Date: December 11, 2019.

Agency Contact: David Gianino, Program Manager, Office of Plant Industry Services, Department of Agriculture and Consumer Services, P.O. Box 1163, Richmond, VA 23218, telephone (804) 786-3515, FAX (804) 371-7793, TTY (800) 828-1120, or email david.gianino@vdacs.virginia.gov.

Background: Section 3.2-703 of the Code of Virginia authorizes the Commissioner of Agriculture and Consumer Services to extend or reduce areas currently regulated for plant pests. Expansion of the fire ant quarantine became necessary after surveys conducted by the Virginia Department of Agriculture and Consumer Services (VDACS) indicated that imported fire ant populations had become established in several Virginia localities and eradication was no longer feasible. Once established, the imported fire ant has the potential to spread to noninfested areas, either through natural means or through the movement of infested articles. The quarantine is intended to prevent the artificial spread of this pest. Under the terms of the quarantine, articles at risk for transporting imported fire ants are prohibited from moving out of the quarantined area unless certified as free of imported fire ants. Imported-fire-ant-free certification can be obtained through (i) inspections conducted by VDACS or (ii) compliance agreements between businesses and VDACS that stipulate steps businesses must take to ensure regulated articles transported out of the quarantine are free of imported fire ants.

Summary:

*The amendments expand the Virginia Imported Fire Ant Quarantine to include Brunswick, Greensville, Isle of Wight, Mecklenburg, and Southampton Counties and the Cities of Emporia and Franklin.*

**2VAC5-315-50. Regulated areas.**

The following areas in Virginia are quarantined for imported fire ant:

The entire counties of:

Brunswick

Greensville

Isle of Wight

James City

Mecklenburg

Southampton

York

The entire cities of:

Chesapeake

Emporia

Franklin

Hampton

Newport News

Norfolk

Poquoson

Portsmouth

Suffolk

Virginia Beach

Williamsburg

VA.R. Doc. No. R20-6251; Filed December 10, 2019, 8:00 a.m.

### Final Regulation

REGISTRAR'S NOTICE: The Board of Agriculture and Consumer Services is claiming an exemption from the Administrative Process Act in accordance with § 3.2-703 of the Code of Virginia, which exempts quarantine to prevent or retard the spread of a pest into, within, or from the Commonwealth.

Title of Regulation: **2VAC5-336. Regulations for Enforcement of the Virginia Tree and Crop Pests Law - Spotted Lanternfly Quarantine (adding 2VAC5-336-10 through 2VAC5-336-130).**

Statutory Authority: § 3.2-703 of the Code of Virginia.

Effective Date: December 2, 2019.

Agency Contact: David Gianino, Program Manager, Office of Plant Industry Services, Department of Agriculture and Consumer Services, P.O. Box 1163, Richmond, VA 23218, telephone (804) 786-3515, FAX (804) 371-7793, or email david.gianino@vdacs.virginia.gov.

Background: The Spotted Lanternfly is an invasive pest that feeds on more than 70 plant species, including grapes, pome and stone fruits, hops, and Ailanthus altissima (Tree of Heaven). The Spotted Lanternfly is a threat to Virginia's grape, apple, hops, and forestry industries and can be spread long distances by people who move articles containing Spotted Lanternfly egg masses, nymphs, or adults. If allowed to spread, this pest could impact Virginia's agricultural and forestry industries. The Spotted Lanternfly was initially detected in Winchester in January 2018 and has subsequently spread into Frederick County. The purpose of this new regulation is to help prevent the movement of Spotted Lanternfly to areas of the Commonwealth that are not infested. The Spotted Lanternfly Quarantine restricts the movement of those articles that have the ability to spread the Spotted Lanternfly from quarantined areas to nonquarantined areas of the Commonwealth.

Summary:

*The new regulation (i) establishes regulated articles, which are articles that pose a risk for spreading the Spotted Lanternfly, and are subject to the provisions of the regulation; (ii) requires any person conducting business to obtain a permit from the Commissioner of Agriculture and Consumer Services prior to moving regulated articles out of a quarantined area; (iii) establishes that a person must complete agency-approved training to secure a permit and that a business must maintain applicable training records and ensure that regulated articles are inspected and free of Spotted Lanternfly prior to moving such articles from a regulated (quarantined) area to a nonquarantined area; and (iv) establishes the quarantined areas as the City of Winchester and the County of Frederick.*

## CHAPTER 336
## REGULATIONS FOR ENFORCEMENT OF THE VIRGINIA TREE AND CROP PESTS LAW - SPOTTED LANTERNFLY QUARANTINE

### 2VAC5-336-10. Declaration of quarantine.

A quarantine is hereby established to restrict the movement of certain articles capable of transporting Spotted Lanternfly, Lycorma delicatula, unless such articles comply with the conditions specified in this chapter.

### 2VAC5-336-20. Purpose of quarantine.

The purpose of this quarantine is to help prevent the artificial spread of Spotted Lanternfly to uninfested areas of the Commonwealth by regulating the movement of articles that are capable of transporting the Spotted Lanternfly. The Spotted Lanternfly is a new pest to the United States and has become established in the Commonwealth. The Spotted Lanternfly has the potential to spread to uninfested areas by natural means or through the movement of infested articles.

The Spotted Lanternfly is not native to the Commonwealth or the United States and is a threat to forests, ornamental trees, orchards, and grapes. It is not yet widely prevalent or distributed within or throughout the Commonwealth. The Board of Agriculture and Consumer Services has determined that the Spotted Lanternfly is dangerous and destructive to the agriculture, horticulture, and forests of this Commonwealth.

### 2VAC5-336-30. Definitions.

The following words and terms shall have the following meanings when used in this chapter, unless the context clearly indicates otherwise:

"Commissioner" means the Commissioner of the Virginia Department of Agriculture and Consumer Services.

"Commonwealth" means the Commonwealth of Virginia.

"Compliance agreement" means a written agreement between a person engaged in growing, handling, receiving, or moving regulated articles and the department, wherein the former agrees to comply with the requirements of the compliance agreement and comply with the provisions of this chapter.

"Department" means the Virginia Department of Agriculture and Consumer Services.

"Infestation" means the presence of the Spotted Lanternfly or the existence of circumstances that make it reasonable to suspect that the Spotted Lanternfly is present.

"Inspection statement" means an official document provided by the department that must be completed and accompany regulated articles moving out of the regulated area.

"Inspector" means an employee of the department or other person authorized by the commissioner to enforce the provisions of this chapter.

"Moved," "move," or "movement" means shipped; offered for shipment; received for transportation; transported; carried; or allowed to be moved, shipped, transported, or carried.

"Permit" means a document issued by the commissioner to a person to allow the movement of regulated articles out of the regulated area under conditions specified within the permit.

"Person" means the term as defined in § 1-230 of the Code of Virginia, which includes any individual, corporation, partnership, association, cooperative, limited liability company, trust, joint venture, government, political subdivision, or any other legal or commercial entity and any successor, representative, agent, agency, or instrumentality thereof.

"Regulated area" means the localities listed in 2VAC5-336-50.

"Spotted Lanternfly" means the live insect, Lycorma delicatula, in any life stage.

"Training credentials" means documentation verifying successful completion of department-approved Spotted Lanternfly training.

"Virginia Tree and Crop Pests Law" means Chapter 7 (§ 3.2-700 et seq.) of Title 3.2 of the Code of Virginia.

**2VAC5-336-40. Regulated articles.**

A. Any life stage of the Spotted Lanternfly, Lycorma delicatula, is regulated under the provisions of this chapter.

B. The following articles, when such articles have been stored, packed, or handled in a manner that poses a risk of Spotted Lanternfly infestation, are regulated under the provisions of this chapter:

1. All plants or plant parts, including the following: live or dead trees; nursery stock; green lumber; firewood; logs; perennial plants; garden plants or produce; stumps; branches; mulch; or composted or uncomposted chips, bark, or yard waste.

2. Outdoor industrial or construction materials or equipment; concrete barriers or structures; stone, quarry material, ornamental stone, or concrete; or construction, landscaping, or remodeling waste.

3. Shipping containers, such as wood crates or boxes.

4. Outdoor household articles, including the following: recreational vehicles; lawn tractors or mowers; grills; grill or furniture covers; tarps; mobile homes; tile; stone; deck boards; or any equipment, trucks, or vehicles not stored indoors.

5. Any means of conveyance utilized for movement of an article listed in subdivisions 1 through 4 of this subsection; any vehicle; or any trailer, wagon, or other equipment attached thereto.

C. Any other article or means of conveyance that an inspector determines presents a risk of spreading Spotted Lanternfly is regulated under the provisions of this chapter.

**2VAC5-336-50. Regulated areas.**

The following areas in Virginia are quarantined for Spotted Lanternfly:

1. The entire County of Frederick.

2. The entire City of Winchester.

**2VAC5-336-60. Conditions governing the intrastate movement of regulated articles by a person conducting business.**

A. A person conducting business may move a regulated article from a regulated area to an unregulated area under the following conditions:

1. The person moving the regulated article has been issued a permit in accordance with 2VAC5-336-80;

2. The person has inspected the regulated article and found the regulated article to be free of all life stages of Spotted Lanternfly; and

3. The shipment of the regulated article is accompanied by a Spotted Lanternfly permit and completed inspection statement.

B. A person conducting business may move a regulated article solely within a regulated area after the person has inspected the regulated article and found it to be free of all life stages of the Spotted Lanternfly. A Spotted Lanternfly permit and completed inspection statement are not required for the movement of a regulated article within a regulated area.

C. From April 1 through December 31, a person conducting business may move a regulated article that originates in an unregulated area through a regulated area under the following conditions:

1. The shipment of the regulated article is accompanied by a waybill that indicates the point of origin of the regulated article;

2. The shipment of the regulated article moves directly through the regulated area without stopping, except for refueling or due to traffic conditions, or the regulated article has been stored, packed, or handled in a manner so as to not pose a risk of infestation; and

3. The regulated article has not been combined or commingled with other articles so as to lose its individual identity.

D. During January through March, a person conducting business may move a regulated article that originates in an unregulated area through a regulated area without restriction.

E. The commissioner may issue a permit to a person moving a regulated article from a regulated area to an unregulated area or from an unregulated area through a regulated area who does not meet the requirements of this chapter when the commissioner determines the movement poses no risk of spreading Spotted Lanternfly.

F. The department may enter into a compliance agreement with a person to allow the movement of regulated articles to states or countries that have additional shipping requirements and where the compliance agreement is needed to comply with such requirements.

**2VAC5-336-70. Conditions governing the intrastate movement of regulated articles by a person not conducting business.**

A. A person who is not conducting business may move the regulated article from a regulated area to an unregulated area under the following conditions:

1. The person has inspected the regulated article and found it to be free of all life stages of Spotted Lanternfly; and

2. The regulated article is accompanied by a completed inspection statement.

B. A person who is not conducting business may move the regulated article within a regulated area after the person has inspected the regulated article and found it to be free of all life stages of Spotted Lanternfly. A permit and completed inspection statement are not required for the movement of a regulated article within a regulated area.

**2VAC5-336-80. Issuance and cancellation of permits.**

A. A person conducting business that requires the movement of a regulated article from a regulated area must obtain a permit from the commissioner.

B. To obtain a permit, a person conducting business that requires the movement of a regulated article from a regulated area shall:

1. Successfully complete department-approved training regarding identification of Spotted Lanternfly and compliance with this quarantine;

2. Submit to the department:

a. A completed Spotted Lanternfly permit application on a form provided by the department; and

b. Training credentials indicating successful completion of department-approved training;

3. Agree to train employees who move a regulated article out of a regulated area regarding identification of Spotted Lanternfly and compliance with this chapter;

4. Agree that before a regulated article is transported out of a regulated area, the person will require the regulated article to be inspected by a person who has completed Spotted Lanternfly training to ensure such article is free of Spotted Lanternfly;

5. Ensure the regulated article is moved in compliance with any additional condition deemed necessary under the Virginia Tree and Crop Pests Law to prevent the artificial spread of Spotted Lanternfly; and

6. Ensure the regulated article is eligible for unrestricted movement under all other domestic plant quarantines and regulations applicable to the regulated article.

C. An inspector may withdraw a permit orally or in writing if the inspector determines that the holder of the permit has not complied with all conditions for the use of the permit. If the withdrawal is oral, the inspector shall confirm the withdrawal and the reasons for the withdrawal in writing and communicate such to the permit holder as promptly as circumstances allow.

**2VAC5-336-90. Training requirements.**

A. Any person responsible for moving a regulated article under a Spotted Lanternfly permit issued by the commissioner pursuant to 2VAC5-336-80 must successfully complete department-approved training.

B. The person training employees regarding the identification of Spotted Lanternfly and compliance with this quarantine shall have successfully completed department-approved training regarding the identification of Spotted Lanternfly and compliance with this chapter.

C. All training must be documented and training records made available to the department upon request. Training records must be maintained for all current employees and include employee name, date of training, and name of person conducting the training.

**2VAC5-336-100. Inspection, treatment, and disposal of regulated articles and pests.**

Upon presentation of official credentials, an inspector is authorized to stop and inspect and to seize, destroy, or otherwise dispose of or require treatment or disposal of a regulated article as provided in the Virginia Tree and Crop Pests Law.

**2VAC5-336-110. Prohibited entry into Virginia.**

A. The movement into Virginia of a regulated article from any area outside of the Commonwealth where a federal or state plant regulatory official has determined Spotted Lanternfly to be present is prohibited unless:

1. Prior written approval is issued by the commissioner; or

2. The regulated article is being moved under a Spotted Lanternfly permit issued by the state plant regulatory official of a state where Spotted Lanternfly is known to occur.

B. The movement into Virginia of a regulated article for research purposes is permissible with the commissioner's prior written approval.

**2VAC5-336-120. Nonliability of the department.**

The department shall not be liable for any costs incurred by third parties whose costs result from or are incidental to inspections required under the provisions of this chapter.

**2VAC5-336-130. Repeal of this quarantine.**

This quarantine may be repealed by the commissioner when the commissioner is satisfied that the need for this quarantine no longer exists. Such repeal shall take place upon the date specified by the commissioner in the order that repeals this chapter.

NOTICE: Forms used in administering the regulation have been filed by the agency. The forms are not being published; however, online users of this issue of the Virginia Register of Regulations may click on the name of a form with a hyperlink to access it. The forms are also available from the agency contact or may be viewed at the Office of the Registrar of Regulations, 900 East Main Street, 11th Floor, Richmond, Virginia 23219.

FORMS (2VAC5-336)

Inspection Statement for Businesses, OPIS-SLF-2 (eff. 5/2019)

Spotted Lanternfly Permit Application Form, OPIS-SLF-1 (eff. 5/2019)

VA.R. Doc. No. R20-6079; Filed December 2, 2019, 5:17 p.m.

## Final Regulation

REGISTRAR'S NOTICE: The Commissioner and Board of Agriculture and Consumer Services are claiming an exemption from the Administrative Process Act in accordance with § 2.2-4002 A 13 of the Code of Virginia, which excludes regulations promulgated pursuant to § 3.2-5121 of the Code of Virginia that conform, insofar as practicable, with those promulgated under the federal Food, Drug and Cosmetic Act (21 USC § 301 et seq.). The Department of Agriculture and Consumer Services will receive and respond to petitions by any interested person at any time with respect to reconsideration or revision.

Title of Regulation: **2VAC5-600. Regulations Pertaining to Food for Human Consumption (amending 2VAC5-600-10).**

Statutory Authority: §§ 3.2-5101 and 3.2-5121 of the Code of Virginia.

Effective Date: December 2, 2019.

Agency Contact: Ryan Davis, Program Manager, Office of Dairy and Foods, Department of Agriculture and Consumer Services, P.O. Box 1163, Richmond, VA 23218, telephone (804) 786-8910, FAX (804) 371-7792, TTY (800) 828-1120, or email ryan.davis@vdacs.virginia.gov.

Summary:

*The amendments (i) adopt by reference specific Parts in Title 21 of the Code of Federal Regulations and in Title 40 of the Code of Federal Regulations that were adopted by the U.S. Food and Drug Administration, effective April 1, 2019, and (ii) remove forms that are not required by the regulation.*

**2VAC5-600-10. Adoption by reference.**

A. Regulations from Title 21, Chapter 1, Subchapter A, Code of Federal Regulations. The Board of Agriculture and Consumer Services hereby adopts the following provisions of Chapter 1 of Title 21, Subchapter A of the Code of Federal Regulations (Rev. April 1, ~~2010)~~ 2019) as regulations applicable in the enforcement of the Virginia Food Act by reference:

Part 73, Listing of color additives exempt from certification, Subpart A - Foods.

Part 74, Listing of color additives subject to certification, Subpart A - Foods.

Part 81, General specifications and general restrictions for provisional color additives for use in foods, drugs and cosmetics.

Part 82, Listing of certified provisionally listed colors and specifications, Subpart B—Foods, Drugs and Cosmetics.

B. Regulations from Title 21, Chapter 1, Subchapter B, Code of Federal Regulations. The Board of Agriculture and Consumer Services hereby adopts the following provisions of Chapter 1 of Title 21, Subchapter B of the Code of Federal Regulations (Rev. April 1, ~~2010)~~ 2019) as regulations applicable in the enforcement of the Virginia Food Act by reference:

Part 100, General.

Part 101, Food labeling.

Part 102, Common or usual name for nonstandardized foods.

Part 104, Nutritional quality guidelines for foods.

Part 105, Foods for special dietary use.

Part 109, Unavoidable contaminants in food for human consumption and food-packaging material.

~~Part 110, Current good manufacturing practice in manufacturing, packing, or holding human food.~~

Part 111, Current good manufacturing practice in manufacturing, packaging, labeling, or holding operations for dietary supplements.

Part 113, Thermally processed low-acid foods packaged in hermetically sealed containers.

Part 114, Acidified foods.

Part 117, Current good manufacturing practice, hazard analysis, and risk-based preventive controls for human food.

Part 120, Hazard analysis and critical control point (HACCP) systems.

Part 123, Fish and fishery products.

Part 129, Processing and bottling of bottled drinking water.

Part 133, Cheeses and related cheese products.

Part 136, Bakery products.

Part 137, Cereal flours and related products.

Part 139, Macaroni and noodle products.

Part 145, Canned fruits.

Part 146, Canned fruit juices.

Part 150, Fruit butters, jellies, preserves, and related products.

Part 152, Fruit pies.

Part 155, Canned vegetables.

Part 156, Vegetable juices.

Part 158, Frozen vegetables.

Part 160, Eggs and egg products.

Part 161, Fish and shellfish.

Part 163, Cacao products.

Part 164, Tree nut and peanut products.

Part 165, Beverages.

Part 166, Margarine.

Part 168, Sweeteners and table sirups.

Part 169, Food dressings and flavorings.

§ 170.19, Pesticide chemicals in processed foods.

Part 172, Food additives permitted for direct addition to food for human consumption.

Part 173, Secondary direct food additives permitted in food for human consumption.

Part 174, Indirect food additives: General.

Part 175, Indirect food additives: Adhesives and components of coatings.

Part 176, Indirect food additives: Paper and paperboard components.

Part 177, Indirect food additives: Polymers.

Part 178, Indirect food additives: Adjuvants, production aids, and sanitizers.

Part 179, Irradiation in the production, processing and handling of food.

Part 180, Food additives permitted in food or in contact with food on an interim basis pending additional study, Subpart B—Specific requirements for certain food additives.

Part 181, Prior-sanctioned food ingredients.

Part 182, Substances generally recognized as safe.

Part 184, Direct food substances affirmed as generally recognized as safe.

Part 186, Indirect food substances affirmed as generally recognized as safe.

Part 189, Substances prohibited from use in human food.

C. Regulations from Title 21, Chapter 1, Subchapter L, Code of Federal Regulations. The Board of Agriculture and Consumer Services hereby adopts the following provisions of Chapter 1 of Title 21, Subchapter L of the Code of Federal Regulations (Rev. April 1, ~~2010)~~ 2019) as regulations applicable in the enforcement of the Virginia Food Act by reference:

§ 1240.61, Mandatory pasteurization for all milk and milk products in final package form intended for direct human consumption.

D. Regulations from Title 40, Chapter 1, Subchapter E, Code of Federal Regulations. The Board of Agriculture and Consumer Services hereby adopts the following provisions of Chapter 1 of Title 40, Subchapter E of the Code of Federal Regulations (Rev. ~~July 1, 2010)~~ April 1, 2019) as regulations applicable to the enforcement of the Virginia Food Act by reference:

Part 180, Tolerances and exemptions for pesticide chemical residues in food.

~~FORMS (2VAC5-600)~~

~~Inspection Report, Form VDACS (undated).~~

~~Sample Collection Report (undated).~~

~~FDA/State Contract Inspection Form 481 and Instructions (rev. 7/04).~~

VA.R. Doc. No. R20-6237; Filed December 2, 2019, 5:21 p.m.

# TITLE 4. CONSERVATION AND NATURAL RESOURCES

## MARINE RESOURCES COMMISSION

### Final Regulation

REGISTRAR'S NOTICE: The Marine Resources Commission is claiming an exemption from the Administrative Process Act in accordance with § 2.2-4006 A 11 of the Code of Virginia; however, the commission is required to publish the full text of final regulations.

Title of Regulation: **4VAC20-252. Pertaining to the Taking of Striped Bass (amending 4VAC20-252-140, 4VAC20-252-150).**

Statutory Authority: § 28.2-201 of the Code of Virginia.

Effective Date: December 1, 2019.

Agency Contact: Jennifer Farmer, Regulatory Coordinator, Marine Resources Commission, 380 Fenwick Road, Fort Monroe, VA 23651, telephone (757) 247-2248, or email jennifer.farmer@mrc.virginia.gov.

Summary:

*The amendments (i) establish the 2020 striped bass commercial quota for the Chesapeake Bay as 983,393 pounds and the 2020 striped bass commercial quota for the coastal area as 125,034 pounds and (ii) change the beginning of the 28-inch commercial maximum size limit in the Chesapeake Bay area to March 15.*

**4VAC20-252-140. Commercial seasons, areas, and size limits.**

Except as may be adjusted pursuant to 4VAC20-252-150, the open commercial striped bass fishing seasons, areas, and applicable size limits shall be as follows:

1. In the Chesapeake area, the open commercial season shall be from January 16 through December 31, inclusive. The minimum size limit shall be 18 inches total length during the periods of January 16 through December 31. The maximum size limit shall be 28 inches from March ~~26~~ 15 through June 15.

2. In the coastal area, the open commercial season shall be January 16 through December 31, inclusive, and the minimum size limit shall be 28 inches total length.

**4VAC20-252-150. Individual commercial harvest quota.**

A. The commercial harvest quota for the Chesapeake area shall be determined annually by the Marine Resources Commission. The total allowable level of all commercial harvest of striped bass from the Chesapeake Bay and its tributaries and the Potomac River tributaries of Virginia for all open seasons and for all legal gear shall be ~~1,064,997~~ 983,393 pounds of whole fish. At such time as the total commercial harvest of striped bass from the Chesapeake area is projected to reach ~~1,064,997~~ 983,393 pounds, and announced as such, it shall be unlawful for any person to land or possess striped bass caught for commercial purposes from the Chesapeake area.

B. The commercial harvest quota for the coastal area of Virginia shall be determined annually by the Marine Resources Commission. The total allowable level of all commercial harvest of striped bass from the coastal area for all open seasons and for all legal gear shall be ~~138,640~~ 125,034 pounds of whole fish. At such time as the total commercial harvest of striped bass from the coastal area is projected to reach ~~138,640~~ 125,034 pounds, and announced as such, it shall be unlawful for any person to land or possess striped bass caught for commercial purposes from the coastal area.

C. For the purposes of assigning ~~an individual's~~ tags to an individual for commercial harvests in the Chesapeake area as described in 4VAC20-252-160, the individual commercial harvest quota of striped bass in pounds shall be converted to an estimate in numbers of fish per individual harvest quota based on the average weight of striped bass harvested by the permitted individual during the previous fishing year. The number of striped bass tags issued to each individual will equal the estimated number of fish to be landed by that individual harvest quota, plus a number of striped bass tags equal to 10% of the total allotment determined for each individual.

D. For the purposes of assigning ~~an individual's~~ tags to an individual for commercial harvests in the coastal area of Virginia as described in 4VAC20-252-160, the individual commercial harvest quota of striped bass in pounds shall be converted to a quota in numbers of fish per individual commercial harvest quota, based on the reported average coastal area harvest weight of striped bass harvested by the permitted individual during the previous fishing year, except as described in subsection E of this section. The number of striped bass tags issued to each individual will equal the estimated number of fish to be landed by that individual harvest quota, plus a number of striped bass tags equal to 10% of the total allotment determined for each individual.

E. For any individual whose reported average coastal area harvest weight of striped bass in the previous fishing year was less than 12 pounds, a 12-pound minimum weight shall be used to convert that individual's harvest quota of striped bass, in pounds of fish, to harvest quota in number of fish.

VA.R. Doc. No. R20-6252; Filed November 26, 2019, 2:35 p.m.

### Final Regulation

REGISTRAR'S NOTICE: The Marine Resources Commission is claiming an exemption from the Administrative Process Act in accordance with § 2.2-4006 A 11 of the Code of Virginia; however, the commission is required to publish the full text of final regulations.

Title of Regulation: **4VAC20-910. Pertaining to Scup (Porgy) (amending 4VAC20-910-45).**

Statutory Authority: § 28.2-201 of the Code of Virginia.

Effective Date: November 26, 2019.

Agency Contact: Jennifer Farmer, Regulatory Coordinator, Marine Resources Commission, 380 Fenwick Road, Fort Monroe, VA 23651, telephone (757) 247-2248, or email jennifer.farmer@mrc.virginia.gov.

Summary:

*The amendment decreases the landing limit per trip for the October 1 through December 31 commercial scup fishery to 27,000 pounds.*

**4VAC20-910-45. Possession limits and harvest quotas.**

A. During the Winter I period January 1 through April 30 of each year, it shall be unlawful for any person to do any of the following:

1. Possess aboard any vessel in Virginia more than 50,000 pounds of scup;

2. Land in Virginia more than a total of 50,000 pounds of scup during each consecutive seven-day landing period, with the first seven-day period beginning on January 1; or

3. When it is projected and announced that 80% of the coastwide quota for the Winter I period has been attained, possess aboard any vessel or land in Virginia more than a total of 1,000 pounds of scup.

B. During the Winter II period October 1 through December 31 of each year, it shall be unlawful for any person to possess aboard any vessel or to land in Virginia more than ~~28,500~~ 27,000 pounds of scup.

C. During the Summer period May 1 through September 30 of each year, the commercial harvest and landing of scup in Virginia shall be limited to 14,296 pounds, and it shall be unlawful for any person to possess aboard any vessel in Virginia more than 5,000 pounds of scup.

D. For each of the time periods set forth in this section, the Marine Resources Commission will give timely notice to the industry of calculated poundage possession limits and quotas and any adjustments thereto. It shall be unlawful for any person to possess or to land any scup for commercial purposes after any winter period coastwide quota or summer period Virginia quota has been attained and announced as such.

E. It shall be unlawful for any buyer of seafood to receive any scup after any commercial harvest or landing quota has been attained and announced as such.

F. It shall be unlawful for any person fishing with hook and line, rod and reel, spear, gig, or other recreational gear to possess more than 30 scup. When fishing is from a boat or vessel where the entire catch is held in a common hold or container, the possession limit shall be for the boat or vessel and shall be equal to the number of persons on board legally eligible to fish multiplied by 30. The captain or operator of the boat or vessel shall be responsible for any boat or vessel possession limit. Any scup taken after the possession limit has been reached shall be returned to the water immediately.

VA.R. Doc. No. R20-6218; Filed November 26, 2019, 1:37 p.m.

## TITLE 14. INSURANCE

### STATE CORPORATION COMMISSION

### Final Regulation

REGISTRAR'S NOTICE: The State Corporation Commission is claiming an exemption from the Administrative Process Act in accordance with § 2.2-4002 A 2 of the Code of Virginia, which exempts courts, any agency of the Supreme Court, and any agency that by the Constitution is expressly granted any of the powers of a court of record.

Titles of Regulations: **14VAC5-100. Rules Governing the Submission for Approval of Life, Accident and Sickness, Annuity, Credit Life and Credit Accident Sickness Policy Forms (repealing 14VAC5-100-10 through 14VAC5-100-80).**

**14VAC5-101. Rules Governing Life and Health Forms Filings (adding 14VAC5-101-10 through 14VAC5-101-120).**

**14VAC5-110. Rules and Regulations for Simplified and Readable Accident and Sickness Insurance Policies (repealing 14VAC5-110-10 through 14VAC5-110-80).**

Statutory Authority: §§ 12.1-13 and 38.2-223 of the Code of Virginia.

Effective Date: January 1, 2020.

Agency Contact: Elsie Andy, Manager, Rates and Forms Section Life and Health Division, State Corporation Commission, P.O. Box 1157, Richmond, VA 23218, telephone (804) 371-9072, FAX (804) 371-9944, or email elsie.andy@scc.virginia.gov.

Summary:

*This regulatory action establishes a new chapter, 14VAC5-101 (Rules Governing Life and Health Forms Filings), providing current filing practices and requirements for electronic filing to replace 14VAC5-100 (Rules Governing the Submission for Approval of Life, Accident and Sickness, Annuity, Credit Life and Credit Accident Sickness Policy Forms) and 14VAC5-110 (Rules and Regulations for Simplified and Readable Accident and Sickness Insurance Policies). The new chapter contains form and filing requirements, readability requirements, variability provisions, documentation and authorization requirements, and provisions for out-of-state and multiple employer welfare arrangements filings. The action repeals 14VAC5-100 and 14VAC5-110, which are outdated and largely inapplicable. Revisions since publication of the proposed chapter include (i) clarifying the requirement for withdrawal of a form by another regulatory body, (ii) addressing a variability standard, and (iii) more clearly outlining the statutory requirements for out-of-state filings.*

AT RICHMOND, DECEMBER 3, 2019

COMMONWEALTH OF VIRGINIA, ex rel.

STATE CORPORATION COMMISSION

CASE NO. INS-2019-00088

Ex Parte: In the matter of Repealing and Adopting New Rules Governing Forms Filing for Life and Accident and Sickness Policies

ORDER REPEALING AND ADOPTING RULES

By Order to Take Notice ("Order") entered August 5, 2019, insurers and interested persons were ordered to take notice that subsequent to September 30, 2019, the State Corporation Commission ("Commission") would consider the entry of an order to repeal Chapter 100 of Title 14 of the Virginia Administrative Code entitled "Rules Governing the Submission for Approval of Life, Accident and Sickness, Annuity, Credit Life and Credit Accident Sickness Policy Forms" set out at 14 VAC 5-100-10 through 14 VAC 5-100-80; repeal Chapter 110 of Title 14 of the Virginia Administrative Code entitled "Rules and Regulations for Simplified and Readable Accident and Sickness Insurance Policies" set out at 14 VAC 5-110-10 through 14 VAC 5-110-80; and adopt a new chapter, Chapter 101 of Title 14 of the Virginia Administrative Code entitled "Rules Governing Life and Health Forms Filings," which were recommended to be set out at 14 VAC 5-101-10 through 14 VAC 5-101-120 unless on or before September 30, 2019, any person objecting to the repeal and adoption of rules filed a request for a hearing with the Clerk of the Commission ("Clerk").

The Order also required insurers and interested persons to file their comments in support of or in opposition to the proposal to repeal and adopt new rules with the Clerk on or before September 30, 2019.

No request for a hearing was filed with the Clerk. Comments from the American Council of Life Insurers, Genworth and Principal Financial Group were timely filed with the Clerk. Comments from the Virginia Association of Health Plans were received by the Bureau of Insurance ("Bureau") but filed late with the Clerk. All comments were considered by the Bureau. The Bureau filed its Response to Comments on November 4, 2019.

The repeal of Chapters 100 and 110 is necessary because these Rules have become outdated and many provisions are no longer applicable. The proposed new Rules in Chapter 101 address current filing practices and requirements for electronic filing. These Rules specifically establish form and filing requirements, readability requirements, variability provisions, documentation and authorization requirements as well as provisions for out-of-state and multiple employer welfare arrangements, or MEWA, filings.

Based on the comments filed, the Bureau recommends amendments to Chapter 101, notably amendments to section 50 to clarify the requirement for withdrawal of a form by another regulatory body, section 80 to address a variability standard, and section 100 to more clearly outline the statutory requirements for out-of-state filings. Other technical amendments are also recommended.

NOW THE COMMISSION, having considered the proposal to repeal and adopt rules, the comments filed, the Bureau's Response, and the amendments recommended by the Bureau as a result of the comments, is of the opinion that the attached new rules should be adopted and Chapters 100 and 110 of the Virginia Administrative Code should be repealed, effective January 1, 2020.

Accordingly, IT IS ORDERED THAT:

(1) Chapter 100 of Title 14 of the Virginia Administrative Code entitled "Rules Governing the Submission for Approval of Life, Accident and Sickness, Annuity, Credit Life and Credit Accident Sickness Policy Forms" and Chapter 110 of Title 14 of the Virginia Administrative Code entitled "Rules and Regulations for Simplified and Readable Accident and Sickness Insurance Policies" are hereby REPEALED effective January 1, 2020.

(2) Chapter 101 of Title 14 of the Virginia Administrative Code entitled "Rules Governing Life and Health Forms Filings" set out at 14 VAC 5-101-10 through 14 VAC 5-101-120, which are attached hereto and made a part hereof, are hereby ADOPTED effective January 1, 2020.

(3) The Bureau shall provide notice of the repeal and adoption of rules to all insurers licensed in Virginia to write life insurance and annuity contracts, accident and sickness

insurance, and viatical settlement policies as well as to all interested persons.

(4) The Commission's Division of Information Resources shall cause a copy of this Order, together with the amended Rules, to be forwarded to the Virginia Registrar of Regulations for appropriate publication in the Virginia Register of Regulations.

(5) The Commission's Division of Information Resources shall make available this Order and the attached amendments to the Rules on the Commission's website: http://www.scc.virginia.gov/case.

(6) The Bureau shall file with the Clerk of the Commission an affidavit of compliance with the notice requirements of Ordering Paragraph (3) above.

(7) This case is dismissed, and the papers herein shall be placed in the file for ended causes.

AN ATTESTED COPY hereof shall be sent by the Clerk of the Commission to: C. Meade Browder, Jr., Senior Assistant Attorney General, Office of the Attorney General, Division of Consumer Counsel, 202 North 9th Street, 8th Floor, Richmond, Virginia 23219; and a copy hereof shall be delivered to the Commission's Office of General Counsel and the Bureau of Insurance in care of Deputy Commissioner Julie S. Blauvelt.

CHAPTER 101
RULES GOVERNING LIFE AND HEALTH FORMS FILINGS

**14VAC5-101-10. Purpose.**

A. The purpose of this chapter is to provide uniform standards for filing forms in accordance with §§ 38.2-316, 38.2-3725, and 38.2-6003 of the Code of Virginia and to establish rules to expedite the review and approval of all forms relating to life, accident and sickness, annuity, credit life, credit accident and sickness, viatical settlements, and legal services plans filed under Chapter 44 (§ 38.2-4400 et seq.) of Title 38.2 of the Code of Virginia that are delivered or issued for delivery in the Commonwealth of Virginia.

B. Any rate filing submitted to the commission that corresponds with a form subject to this chapter shall comply with the applicable filing requirements of this chapter.

C. Medicare supplement and long-term care marketing communications that are required to be filed with the commission pursuant to § 38.2-3609 of the Code of Virginia and 14VAC5-200-160 shall comply with the applicable filing requirements of this chapter.

D. Policyholder notification letters required to be filed with the commission pursuant to 14VAC5-200-75 D shall comply with the applicable filing requirements of this chapter.

**14VAC5-101-20. Applicability and scope.**

This chapter shall apply to all companies licensed in this Commonwealth to write the types of insurance covered by this chapter.

**14VAC5-101-30. Definitions.**

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

"Approval" means a disposition applied to a form indicating that it has been filed by a company, reviewed and approved by the commission, and that it may be used in this Commonwealth for the purpose with which it was approved.

"Commission" means the State Corporation Commission.

"Company" means any entity licensed in the Commonwealth to transact the business of insurance or viatical settlements.

"[ ~~Filed~~ File ] for use" means a disposition applied to a form that is required to be filed with the commission but does not require approval and may be used in this Commonwealth for the purpose with which it was filed.

"Filing description" means a cover letter or electronic summary of the contents of a form filing.

"Form" means a policy, rider, endorsement, amendment, application, enrollment form, certificate of insurance, evidence of coverage, group agreement, supplemental agreement, [ ~~rate,~~ ] or any other form required to be filed with or approved by the commission.

"Policy" means an insurance policy, contract, certificate, evidence of coverage, or other agreement of insurance and includes any attached rider or endorsement.

"SERFF" means the National Association of Insurance Commissioners System for Electronic Rate and Form Filing, or its successor.

**14VAC5-101-40. Source of filing.**

All filings shall be transmitted electronically through SERFF or submitted in writing to the commission. The filing shall be submitted by the company representative having forms filing responsibilities or by a third-party consulting or legal firm authorized by the company to file its forms. Proof of authorization for any third-party filing shall be included.

**14VAC5-101-50. General filing requirements.**

A. The commission may set filing deadlines as needed. Deadlines shall be strictly enforced.

B. A form is considered filed with the commission on the date the filing is received.

C. Each filing shall be accompanied by a filing description that shall include:

1. The type of insurance form, including a description of the form and the market for which the form is intended. Intentions to concentrate on a specialized market should be noted.

2. The form number of each form that is being filed.

3. An indication that the form is new, or if replacing, revising, or modifying a previously approved form, the exact changes that are intended.

4. An identification of any change in benefits and an indication of whether the change affects premium rates for the form.

5. An indication [ ~~when~~ if approval of ] a form submitted has been withdrawn by another regulatory body and the reasons for such a withdrawal.

D. Any form to be used in only the group or only the individual market shall be separately filed.

E. Except for an application or enrollment form, each filing shall pertain to only one type of insurance. Combinations of types of insurance in one filing are otherwise prohibited, unless specifically allowed by law.

F. Any form filed that is to be used with a previously approved form, including an application, shall identify the form number, approval date, and SERFF or state tracking number in the new filing.

G. Any amendment, endorsement, or rider that intends to revise a previously approved form shall be accompanied by the previously approved form filed as supporting documentation.

**14VAC5-101-60. Form requirements.**

The following requirements shall be met for each form submitted for review or approval:

1. The form number shall appear in the lower left-hand corner of the first page of each form. It shall consist of numbers, letters, or a combination of both. The form number shall distinguish the form from all other forms used by the company.

2. The full licensed name of the company, including the address of the home office, shall appear in prominent print at the top of the cover page of any policy, application, or enrollment form. Examples of prominent print include print that is in all capital letters, bold, enlarged font, contrasting color, underlined, or otherwise differentiated from the other type in the form. The full licensed name of the company shall appear in prominent print on all other forms.

3. A marketing name or logo also may be used on the form, provided that the marketing name or logo does not mislead as to the identity of the company.

4. The cover page of a policy also shall include the address of an office that will administer the policy if different from the home office, a company telephone number, and company website address.

5. Each form shall be submitted in the final form in which it is to be marketed or issued, sufficiently completed in "John Doe" fashion to indicate how it is intended to be used.

6. Each form that is to be used in an electronic version shall be filed in a format that matches the electronic version exactly.

**14VAC5-101-70. Readability.**

A. Each form submitted for review or approval shall be written in simplified language, logically and clearly arranged, printed in a legible format, and understandable to a person of average intelligence without special insurance knowledge or training.

B. A policy of more than three pages shall include a table of contents listing the principal sections and provisions and the pages on which they are found.

C. Defined words and terms shall be placed in a separate definition section that is clearly identified. A word or term that is used only in one section may be defined within that section.

D. A policy shall be divided into logically arranged sections with an appropriately named caption or heading for ease in locating desired content. Captions and headings shall be clearly set apart from the general text.

E. Any form submitted for review or approval shall be printed in at least 10-point type size.

F. Any policy shall achieve a minimum Flesch reading ease score of 50 or an equivalent score using another comparable test, unless otherwise specified by statute. The commission may approve an alternative to the Flesch reading ease score if it is determined to be comparable. The Flesch reading ease score shall be identified in the certificate of compliance for each policy.

G. A company may request an exception to the Flesch reading ease score. This request shall identify the specific reasons why the minimum standards have not been met and provide details of the policy's Flesch reading ease score test. The commission may except the policy if, in its sole discretion, it finds that a lower score: (i) will provide a more accurate reflection of the readability of the policy; (ii) is warranted by the nature of a particular policy or type or class of policies; or (iii) is caused by certain policy language that is drafted to conform to the requirements of any state or federal law, regulation, or agency interpretation.

**14VAC5-101-80. Variability.**

A. Use of variable bracketed information shall be limited. [ ~~Any form submission that contains variable bracketed language that is so extensive that it cannot reasonably be reviewed shall be disapproved~~ All variable information shall be clear, easily understood, and fully explain each use of the variable language ].

B. Administrative information, such as officer names, titles and signatures, contact information, or company logo may be presented as variable bracketed text.

C. Different types of benefits may be variable only for inclusion or exclusion within the form. The use of brackets within brackets is not permitted, except when variability is necessary to identify a period of time or other numeric value.

D. Each instance of variable text shall appear in brackets on a form and shall be separately and completely explained in detail in a Statement of Variability document. Each explanation of variability shall appear in the same order that it appears on the form.

E. Requests for revisions to a Statement of Variability contained in a previously approved filing shall be accomplished by notification in the original filing.

**14VAC5-101-90. Multiple employer welfare arrangement (MEWA) filings.**

Any multiple employer welfare arrangement (MEWA) that has registered with the commission as a licensed insurance company in accordance with 14VAC5-410-40 shall also meet the form and rate filing requirements of §§ 38.2-316 and 38.2-316.1 of the Code of Virginia.

**14VAC5-101-100. Out-of-state filings.**

A. Any company that wishes to deliver a certificate of insurance to any [ ~~resident of~~ person located in ] this Commonwealth in connection with a policy issued outside of Virginia shall [ ~~file with the commission each form that will be delivered in Virginia. The company shall demonstrate: 1. Whether the state in which the policy was issued has substantially similar laws to Virginia as defined in subdivisions A 1 through A 3 of § 38.2-3319.1 or 38.2-3522.1 of the Code of Virginia as applicable; and 2. The~~ indicate the ] type of group (i) as defined in § 38.2-3318.1 or 38.2-3521.1 of the Code of Virginia as applicable [ ~~,~~ ] or (ii) a nondefined or discretionary group to which the policy is issued.

[ ~~B.~~ 1. ] If the group is defined in accordance with § 38.2-3318.1 or 38.2-3521.1 of the Code of Virginia as applicable, the company shall file [ for use ] any form that will be delivered in Virginia along with documentation that substantiates that the issuing state's filing requirements have been met. In addition, a certification from the company is required indicating that the group insurance coverage marketed to residents of this Commonwealth will comply with the provisions of § 38.2-3318.1 or 38.2-3521.1 of the Code of Virginia as applicable.

[ ~~C.~~ 2. ] If the group is nondefined or discretionary and the state of issue has substantially similar laws to Virginia [ in accordance with subsection B of this section ], the company shall file [ for use ] any form that will be delivered in Virginia along with documentation that substantiates that the issuing state's filing requirements have been met. In addition, a certification from the company is required indicating that the group insurance coverage marketed to residents of this Commonwealth complies with the requirements of [ ~~subdivisions E 1 through E 3 of~~ subsection B ] this section.

[ ~~D.~~ 3. ] If the group is nondefined or discretionary and the state of issue does not have substantially similar laws to Virginia, the company shall file for approval any form that will be delivered in this Commonwealth in accordance with § 38.2-316 of the Code of Virginia.

[ ~~E. Any policy issued outside of Virginia shall demonstrate~~ B. Laws of another state are substantially similar to Virginia if the commission finds ] that:

1. The policy is not contrary to Virginia's public policy and is in the best interest of the citizens of Virginia;

2. The issuance of the policy will result in economies of acquisition or administration; and

3. The benefits are reasonable in relation to the premiums charged.

**14VAC5-101-110. Certificate of compliance.**

Each form filing shall include a statement identical to the following that is signed by an officer of the company:

The Flesch reading ease score of the filed policy form is _____.

I represent that a review of the enclosed form has been conducted, and I certify that, to the best of my knowledge and belief, each form submitted is consistent and complies with the requirements of Title 38.2 of the Code of Virginia and the applicable rules and regulations. I understand that a failure to comply with these requirements will result in a disapproval of the filing.

_____

Signature of Officer

_____

Printed Name

_____

Title

**14VAC5-101-120. Severability.**

If any provision of this chapter or its application to any person or circumstance is for any reason held to be invalid by a court, the remainder of this chapter and the application of the provisions to other persons or circumstances shall not be affected.

VA.R. Doc. No. R20-2403; Filed December 3, 2019, 3:18 p.m.

# TITLE 18. PROFESSIONAL AND OCCUPATIONAL LICENSING

## VIRGINIA BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS

### Final Regulation

REGISTRAR'S NOTICE: The Virginia Board for Asbestos, Lead, and Home Inspectors is claiming an exemption from Article 2 of the Administrative Process Act in accordance with § 2.2-4006 A 6 of the Code of Virginia, which excludes regulations of the regulatory boards served by the Department of Professional and Occupational Regulation pursuant to Title 54.1 of the Code of Virginia that are limited to reducing fees charged to regulants and applicants. The Virginia Board for Asbestos, Lead, and Home Inspectors will receive, consider, and respond to petitions by any interested person at any time with respect to reconsideration or revision.

Title of Regulation: **18VAC15-20. Virginia Asbestos Licensing Regulations (amending 18VAC15-20-53).**

Statutory Authority: §§ 54.1-201 and 54.1-501 of the Code of Virginia.

Effective Date: February 1, 2020.

Agency Contact: Trisha Henshaw, Executive Director, Virginia Board for Asbestos, Lead, and Home Inspectors, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, telephone (804) 367-8595, FAX (866) 350-5354, or email alhi@dpor.virginia.gov.

Summary:

*The amendments (i) reduce renewal and late renewal fees through February 2021 to comply with § 54.1-113 of the Code of Virginia and (ii) correct a date to account for Leap Day in 2020.*

**18VAC15-20-53. Renewal and late renewal fees.**

A. Renewal and late renewal fees are set out in this section.

| Fee Type | Fee Amount | When Due |
|---|---|---|
| Renewal for worker, supervisor, inspector, management planner, project designer or project monitor license | $45 | With renewal application |
| Renewal for asbestos analytical laboratory license | $75 | With renewal application |
| Renewal for asbestos analytical laboratory branch office | $55 | With renewal application |
| Renewal for asbestos contractor's license | $70 | With renewal application |
| Renewal for accredited asbestos training program approval | $125 | With renewal application |
| Late renewal for worker, supervisor, inspector, management planner, project designer or project monitor license (includes a $35 late renewal fee in addition to the regular $45 renewal fee) | $80 | With renewal application |
| Late renewal for asbestos analytical laboratory license (includes a $35 late renewal fee in addition to the regular $75 renewal fee) | $110 | With renewal application |
| Late renewal for asbestos analytical laboratory branch office (includes $35 late renewal fee in addition to the regular $55 renewal fee) | $90 | With renewal application |
| Late renewal for asbestos contractor's license (includes a $35 late renewal fee in addition to the regular $70 renewal fee) | $105 | With renewal application |

| | | |
|---|---|---|
| Late renewal for accredited asbestos training program approval (includes a $35 late renewal fee in addition to the regular $125 renewal fee) | $160 | With renewal application |

B. For licenses expiring after February 1, 2018, and before February 1, 2020, the renewal fees shall be as follows:

| | |
|---|---|
| Renewal for worker, supervisor, inspector, management planner, project designer, or project monitor license | $25 |
| Renewal for asbestos analytical laboratory license | $40 |
| Renewal for asbestos contractor's license | $30 |
| Renewal for accredited asbestos training program approval | $40 |

For late renewals received after March 1, 2018, and on or before February ~~28~~ 29, 2020, the late renewal fees shall be as follows:

| | |
|---|---|
| Late renewal for worker, supervisor, inspector, management planner, project designer, or project monitor license | $60 |
| Late renewal for asbestos analytical laboratory license | $75 |
| Late renewal for asbestos contractor's license | $65 |
| Late renewal for accredited asbestos training program approval | $75 |

C. For licenses expiring after February 1, 2020, and before February 1, 2021, the renewal fees shall be as follows:

| | |
|---|---|
| Renewal for worker, supervisor, inspector, management planner, project designer, or project monitor license | $40 |
| Renewal for asbestos analytical laboratory license | $65 |
| Renewal for asbestos contractor's license | $60 |
| Renewal for accredited asbestos training program approval | $75 |

For late renewals received after March 1, 2020, and on or before February 28, 2021, the late renewal fees shall be as follows:

| | |
|---|---|
| Late renewal for worker, supervisor, inspector, management planner, project designer, or project monitor license | $75 |
| Late renewal for asbestos analytical laboratory license | $100 |
| Late renewal for asbestos contractor's license | $95 |
| Late renewal for accredited asbestos training program approval | $110 |

NOTICE: Forms used in administering the regulation have been filed by the agency. The forms are not being published; however, online users of this issue of the Virginia Register of Regulations may click on the name of a form with a hyperlink to access it. The forms are also available from the agency contact or may be viewed at the Office of the Registrar of Regulations, 900 East Main Street, 11th Floor, Richmond, Virginia 23219.

FORMS (18VAC15-20)

Asbestos Worker License Application, A506-3301LIC-v4 (rev. 8/2015)

Asbestos Supervisor License Application, A506-3302LIC-v4 (rev. 8/2015)

Asbestos Inspector License Application, A506-3303LIC-v5 (rev. 8/2015)

Asbestos Management Planner License Application, A506-3304LIC-v4 (rev. 8/2015)

Asbestos Project Designer License Application, A506-3305LIC-v4 (rev. 8/2015)

Asbestos Project Monitor License Application, A506-3309LIC-v5 (rev. 8/2015)

~~Individual - Asbestos License Renewal Form, A506-33AREN-v4 (rev. 2/2018)~~

~~Asbestos Analytical Laboratory License Renewal/Branch Office Renewal Form, A506-3333REN-v4 (rev. 9/2019)~~

~~Contractor - Asbestos & Lead License Renewal Form, A506-33CONREN-v5 (rev. 9/2019)~~

Individual - Asbestos License Renewal Form, A506-33AREN-v5 (rev. 2/2020)

Asbestos Analytical Laboratory License Renewal/Branch Office Renewal Form, A506-3333_34REN-v5 (rev. 2/2020)

Contractor - Asbestos & Lead License Renewal Form, A506-33CONREN-v6 (rev. 2/2020)

Asbestos - Experience Verification Application, A506-33AEXP-v4 (rev. 8/2015)

Asbestos - Education Verification Application, A506-33AED-v3 (rev. 8/2015)

Virginia Asbestos Licensing Consumer Information Sheet, A506-33ACIS-v2 (rev. 8/2013)

Inspector/Project Designer/Contractor Disclosure Form, A506-33DIS-v2 (rev. 8/2013)

Asbestos Contractor License Application, A506-3306LIC-v5 (rev. 9/2019)

Asbestos Analytical Laboratory License Application, A506-3333LIC-v7 (rev. 9/2019)

Asbestos Analytical Laboratory - Branch Office Application, A506-3333BR-v1 (rev. 9/2019)

Change of Laboratory Analysis Type Form, A506-3333COA-v1 (rev. 9/2019)

Asbestos Training Program Review and Audit Application, A506-3331ACRS-v4 (rev. 8/2015)

Asbestos Project Monitor - Work Experience Log, A506-3309EXP-v3 (rev. 8/2015)

VA.R. Doc. No. R20-6213; Filed November 22, 2019, 10:09 a.m.

## Final Regulation

REGISTRAR'S NOTICE: The Virginia Board for Asbestos, Lead, and Home Inspectors is claiming an exemption from Article 2 of the Administrative Process Act in accordance with § 2.2-4006 A 6 of the Code of Virginia, which excludes regulations of the regulatory boards served by the Department of Professional and Occupational Regulation pursuant to Title 54.1 of the Code of Virginia that are limited to reducing fees charged to regulants and applicants. The Virginia Board for Asbestos, Lead, and Home Inspectors will receive, consider, and respond to petitions by any interested person at any time with respect to reconsideration or revision.

Title of Regulation: **18VAC15-30. Virginia Lead-Based Paint Activities Regulations (amending 18VAC15-30-163).**

Statutory Authority: §§ 54.1-201 and 54.1-501 of the Code of Virginia.

Effective Date: February 1, 2020.

Agency Contact: Trisha Henshaw, Executive Director, Virginia Board for Asbestos, Lead, and Home Inspectors, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, telephone (804) 367-8595, FAX (866) 350-5354, or email alhi@dpor.virginia.gov.

Summary:

*The amendments (i) reduce the renewal and late renewal fees through February 2021 to comply with § 54.1-113 of the Code of Virginia and (ii) correct a date to account for Leap Day in 2020.*

**18VAC15-30-163. Renewal and late renewal fees.**

A. Renewal and late renewal fees are as follows:

| Fee Type | Fee Amount | When Due |
|---|---|---|
| Renewal for worker, supervisor, inspector, risk assessor or project designer license | $45 | With renewal application |
| Renewal for lead contractor license | $70 | With renewal application |
| Renewal for accredited lead training program approval | $125 | With renewal application |
| Late renewal for worker, supervisor, inspector, risk assessor or project designer license (includes a $35 late renewal fee in addition to the regular $45 renewal fee) | $80 | With renewal application |
| Late renewal for lead contractor license (includes a $35 late renewal fee in addition to the regular $70 renewal fee) | $105 | With renewal application |
| Late renewal for accredited lead training program approval (includes a $35 late renewal fee in addition to the regular $125 renewal fee) | $160 | With renewal application |

B. For licenses expiring after February 1, 2018, and before February 1, 2020, the renewal fees shall be as follows:

| | |
|---|---|
| Renewal for worker, supervisor, inspector, risk assessor, or project designer license | $25 |
| Renewal for lead contractor license | $30 |
| Renewal for accredited lead training program approval | $40 |

For late renewals received after March 1, 2018, and on or before February ~~28~~ 29, 2020, the late renewal fees shall be as follows:

| | |
|---|---|
| Late renewal for worker, supervisor, inspector, risk assessor, or project designer license | $60 |
| Late renewal for lead contractor license | $65 |
| Late renewal for accredited lead training program approval | $75 |

C. For licenses expiring after February 1, 2020, and before February 1, 2021, the renewal fees shall be as follows:

| | |
|---|---|
| Renewal for worker, supervisor, inspector, risk assessor, or project designer license | $40 |
| Renewal for lead contractor license | $60 |
| Renewal for accredited lead training program approval | $75 |

For late renewals received after March 1, 2020, and on or before February 28, 2021, the late renewal fees shall be as follows:

| | |
|---|---|
| Late renewal for worker, supervisor, inspector, risk assessor, or project designer license | $75 |
| Late renewal for lead contractor license | $95 |
| Late renewal for accredited lead training program approval | $110 |

NOTICE: Forms used in administering the regulation have been filed by the agency. The forms are not being published; however, online users of this issue of the Virginia Register of Regulations may click on the name of a form with a hyperlink to access it. The forms are also available from the agency contact or may be viewed at the Office of the Registrar of Regulations, 900 East Main Street, 11th Floor, Richmond, Virginia 23219.

FORMS (18VAC15-30)

Lead Abatement Worker License Application, A506-3351LIC-v3 (eff. 8/2015)

Lead Abatement Supervisor License Application, A506-3353LIC-v4 (eff. 8/2015)

Lead Abatement Inspector License Application, A506-3355LIC-v3 (eff. 8/2015)

Lead Abatement Risk Assessor License Application, A506-3356LIC-v5 (eff. 8/2015)

Lead Abatement Project Designer License Application, A506-3357LIC-v3 (eff. 8/2015)

Lead Abatement Contractor License Application, A506-3358LIC-v3 (eff. 8/2015)

~~Contractor - Asbestos & Lead License Renewal Form, A506-33CONREN-v4 (rev. 2/2018)~~

~~Individual - Lead License Renewal Form, A506-33LREN-v3 (rev. 2/2018)~~

Contractor - Asbestos & Lead License Renewal Form, A506-33CONREN-v6 (rev. 2/2020)

Individual - Lead License Renewal Form, A506-33LREN-v4 (rev. 2/2020)

Lead - Education Verification Application, A506-33LED-v3 (rev. 8/2015)

Lead - Experience Verification Application, A506-33LEXP-v3 (rev. 8/2015)

Lead Training Course Application, 3331LCRS-v4 (eff. 8/2015)

Inspector/Risk Assessor/Project Designer/Contractor Disclosure Form, A506-33LDIS-v2 (eff. 8/2013)

Virginia Lead Licensing Consumer Information Sheet, A506-33LCIS-v2 (eff. 8/2013)

VA.R. Doc. No. R20-6214; Filed November 22, 2019, 10:13 a.m.

## Final Regulation

REGISTRAR'S NOTICE: The Virginia Board for Asbestos, Lead, and Home Inspectors is claiming an exemption from Article 2 of the Administrative Process Act in accordance with § 2.2-4006 A 6 of the Code of Virginia, which excludes regulations of the regulatory boards served by the Department of Professional and Occupational Regulation pursuant to Title 54.1 of the Code of Virginia that are limited to reducing fees charged to regulants and applicants. The Virginia Board for Asbestos, Lead, and Home Inspectors will receive, consider, and respond to petitions by any interested person at any time with respect to reconsideration or revision.

Title of Regulation: **18VAC15-40. Home Inspector Licensing Regulations (amending 18VAC15-40-50).**

Statutory Authority: §§ 54.1-201 and 54.1-501 of the Code of Virginia.

Effective Date: February 1, 2020.

Agency Contact: Trisha L. Henshaw, Executive Director, Virginia Board for Asbestos, Lead, and Home Inspectors, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, telephone (804) 367-8595, FAX (866) 350-5354, or email alhi@dpor.virginia.gov.

Summary:

*The amendments (i) reduce renewal and late renewal fees through February 2022 to comply with § 54.1-113 of the*

*Code of Virginia and (ii) correct a date to account for Leap Day 2020.*

**18VAC15-40-50. Fees.**

| Fee type | Fee amount | When due |
|---|---|---|
| Initial home inspector application | $80 | With application for home inspector |
| Initial NRS specialty application | $80 | With application for NRS specialty designation |
| Home inspector renewal | $45 | With renewal application |
| Home inspector with NRS specialty renewal | $90 | With renewal application |
| Home inspector reinstatement | $125 | With reinstatement application |
| Home inspector with NRS specialty reinstatement | $170 | With reinstatement application |
| Prelicense education course approval | $250 | With prelicense education course approval application |
| NRS training module approval | $150 | With NRS training module approval application |
| NRS CPE course approval | $150 | With NRS CPE course approval application |

For licenses expiring after February 1, 2018, and before February 1, 2020, the renewal fees shall be as follows:

| | |
|---|---|
| Home inspector renewal | $25 |
| Home inspector with NRS specialty renewal | $50 |

For reinstatement applications received after March 1, 2018, and on or before February ~~28~~ 29, 2020, the reinstatement fees shall be as follows:

| | |
|---|---|
| Home inspector reinstatement | $105 |
| Home inspector with NRS specialty reinstatement | $130 |

For licenses expiring after February 1, 2020, and before February 1, 2022, the renewal fees shall be as follows:

| | |
|---|---|
| Home inspector renewal | $40 |
| Home inspector with NRS specialty renewal | $80 |

For reinstatement applications received after March 1, 2020, and on or before February 28, 2022, the reinstatement fees shall be as follows:

| | |
|---|---|
| Home inspector reinstatement | $120 |
| Home inspector with NRS specialty reinstatement | $160 |

NOTICE: Forms used in administering the regulation have been filed by the agency. The forms are not being published; however, online users of this issue of the Virginia Register of Regulations may click on the name of a form with a hyperlink to access it. The forms are also available from the agency contact or may be viewed at the Office of the Registrar of Regulations, 900 East Main Street, 11th Floor, Richmond, Virginia 23219.

FORMS (18VAC15-40)

Home Inspector License Application, A506-3380LIC-v3 (eff. 9/2017)

Home Inspector NRS Specialty Designation Application, A506-3380NRS-v1 (eff. 7/2017)

Home Inspector Experience Verification Form, A506-3380EXP-v7 (eff. 9/2017)

Home Inspectors – Inspection Log, A506-3380ILOG-v1 (eff. 9/2017)

~~Home Inspector Reinstatement Application, A506-3380REI-v2 (eff. 2/2018)~~

Home Inspector Reinstatement Application, A506-3380REI-v3 (eff. 2/2020)

Home Inspector - Course Approval Application, Prelicense Education Course/NRS Training Module/NRS CPE, A506-3331HICRS-v1 (eff. 4/2017)

VA.R. Doc. No. R20-6215; Filed November 22, 2019, 10:17 a.m.

## BOARD FOR BARBERS AND COSMETOLOGY

### Fast-Track Regulation

Titles of Regulations: **18VAC41-20. Barbering and Cosmetology Regulations (amending 18VAC41-20-260).**

**18VAC41-70. Esthetics Regulations (amending 18VAC41-70-260).**

Statutory Authority: § 54.1-201 of the Code of Virginia.

Public Hearing Information: No public hearings are scheduled.

Public Comment Deadline: January 22, 2020.

Effective Date: February 10, 2020.

Agency Contact: Stephen Kirschner, Executive Director, Board for Barbers and Cosmetology, 9960 Mayland Drive,

Suite 400, Richmond, VA 23233, telephone (804) 367-8590, FAX (866) 245-9693, or email barbercosmo@dpor.virginia.gov.

Basis: Section 54.1-201 of the Code of Virginia enumerates board authority to promulgate regulations.

Purpose: The purpose of this fast-track rulemaking action is to align board regulations that rely on Department of Labor and Industry (DOLI) issuing apprenticeship cards with the new procedures being used by DOLI, which no longer include issuing apprenticeship cards. Without this change, apprentices will be unable to comply with the board's regulatory requirement.

In establishing the licensing system for barbers, cosmetologists, nail technicians, estheticians, and master estheticians, the General Assembly determined that occupational regulation of practitioners in these fields is necessary to ensure the safety of the public. However, that purpose is subverted if the public has no way to determine whether the practitioner providing services has demonstrated minimum competency and obtained the requisite license. The board has required the display of licenses or proof of apprenticeship in a public area of the salon or at the employee's work station so that the public can easily determine if a practitioner is minimally competent to perform those services. The amendment is necessary for the public to continue to have access to the license or trainee status of a practitioner. If the current regulation is not amended as proposed by this fast-track rulemaking action, apprentices will not be able to document their legitimate status in a legally compliant manner.

The board also proposes to eliminate the requirement for apprentices to wear a badge identifying themselves as apprentices. The current requirement to wear an apprenticeship badge is duplicative of the requirement of posting proof of apprenticeship. Removing the requirement aligns with the legislative directive for the boards under the Department of Professional and Occupational Regulation to eliminate unnecessary regulatory requirements.

Rationale for Using Fast-Track Rulemaking Process: This rulemaking is expected to be noncontroversial because it is reducing a regulatory burden on licensees and streamlining intra-agency coordination while maintaining protection of the health, safety, and welfare of the public.

Substance: In 18VAC41-20-260, the display requirement is changed to "proof of apprenticeship registration" from "apprenticeship card," and the requirement for apprentices to wear badges is eliminated.

In 18VAC41-70-260, the display requirement is changed to "proof of apprenticeship registration" from "apprenticeship card," the requirement for apprentices to wear badges is eliminated, and a reference to "shops and salons" is corrected to be "spa."

Issues: The primary advantage to the public is that customers will continue to have a way to verify the credential status and minimum competency of a practitioner providing services. There are no disadvantages for the public.

The primary advantage to the agency and Commonwealth is that the board will continue to protect the health, safety, and welfare of the public using the least restrictive means. There are no disadvantages to the agency or Commonwealth.

Department of Planning and Budget's Economic Impact Analysis:

Summary of the Proposed Amendments to Regulation. The Board for Barbers and Cosmetology (Board) proposes to: 1) require that proof of apprenticeship registration, rather than apprenticeship cards, be displayed, and 2) no longer require that each apprentice wear a badge clearly indicating his status.

Background. The current Barbering and Cosmetology Regulations and Esthetics Regulations both specify, "All apprenticeship cards issued by the Department of Labor and Industry (DOLI) shall be displayed in plain view of the public either in the reception area or at individual work stations of the shop or salon." DOLI Division of Registered Apprenticeship has notified the Board that it will no longer utilize apprenticeship cards for its registered apprenticeships and will instead send letters as proof of apprenticeship.

The two regulations also both currently specify, "The apprentice sponsor shall require each apprentice to wear a badge clearly indicating his status as a DOLI registered apprentice."

Estimated Benefits and Costs. The Board proposes to replace the words "All apprenticeship cards" with "Proof of apprenticeship registration;" so that the sentence in the two regulations would read "Proof of apprenticeship registration issued by the Department of Labor and Industry (DOLI) shall be displayed in plain view of the public either in the reception area or at individual work stations of the shop or salon."[2] The Department of Professional and Occupational Regulation has indicated that the letters sent by DOLI would serve as proof of apprenticeship registration. Since apprenticeship cards will no longer be issued, amending the requirement to something that can actually be displayed in practice is beneficial.

For both regulations, the Board proposes to eliminate the sentence "The apprentice sponsor shall require each apprentice to wear a badge clearly indicating his status as a DOLI registered apprentice." This would moderately reduce compliance costs for the barbershops, nail salons, cosmetology salons, and esthetics spas that employ apprentices in the Commonwealth.

Businesses and Other Entities Affected. The proposed amendments potentially affect the 863 barbershops, 687 nail salons, 5,139 cosmetology salons, and 655 esthetics spas

licensed in the Commonwealth.[3] The proposed amendments would particularly affect those that employ apprentices. The proposed elimination of the requirement that apprentices wear a badge that identifies as a registered apprentice moderately reduces compliance costs.

Localities[4] Affected.[5] The proposed amendments apply throughout the Commonwealth and do not disproportionately affect particular localities. The proposed amendments do not introduce costs for local governments. Accordingly, no additional funds would be required.

Projected Impact on Employment. The proposed amendments are unlikely to affect total employment.

Effects on the Use and Value of Private Property. The proposed amendments do not substantially affect the use and value of the barbershops, nail salons, cosmetology salons, and esthetics spas subject to the regulations. The proposed amendments do not affect real estate development costs.

Adverse Effect on Small Businesses:[6] The proposed amendments do not adversely affect small businesses.

Types and Estimated Number of Small Businesses Affected. All 863 barbershops, 687 nail salons, 5,139 cosmetology salons, and 655 esthetics spas licensed in the Commonwealth are likely small businesses.

Costs and Other Effects. The proposed elimination of the requirement that apprentices wear a badge that identifies as a registered apprentice moderately reduces compliance costs for these firms.

Alternative Method that Minimizes Adverse Impact. The proposed amendments do not adversely affect small businesses.

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[2]For the Esthetics Regulations, the Board also proposes to replace "shop or salon" with "spa." This is a clarifying change.

[3]Data source: Department of Professional and Occupational Regulation

[4]"Locality" can refer to either local governments or the locations in the Commonwealth where the activities relevant to the regulatory change are most likely to occur.

[5]§2.2-4007.04 defines "particularly affected" as bearing disproportionate material impact.

[6]Pursuant to § 2.2-4007.04 of the Code of Virginia, small business is defined as "a business entity, including its affiliates, that (i) is independently owned and operated and (ii) employs fewer than 500 full-time employees or has gross annual sales of less than $6 million."

Agency's Response to Economic Impact Analysis: The agency concurs with the economic impact analysis.

Summary:

*The amendments update the requirement to display proof of apprenticeship registration and eliminate the requirement for apprentices to wear a badge identifying them as apprentices.*

**18VAC41-20-260. Display of license.**

A. Each shop, salon, or school shall ensure that all current licenses, certificates, or permits issued by the board shall be displayed in plain view of the public either in the reception area or at individual work stations of the shop, salon, or school. Duplicate licenses, certificates, or permits shall be posted in a like manner in every shop, salon, or school location where the regulant provides services.

B. Each shop, salon, or school shall ensure that no employee, licensee, student, or apprentice performs any service beyond the scope of practice for the applicable license.

C. All licensees, certificate holders, and permit holders shall operate under the name in which the license, certificate, or permit is issued.

D. Unless also licensed as a cosmetologist, a barber or master barber is required to hold a separate nail technician or wax technician license if performing nail care or waxing.

E. ~~All~~ Proof of apprenticeship ~~cards~~ registration issued by the Department of Labor and Industry ~~(DOLI)~~ shall be displayed in plain view of the public either in the reception area or at individual work stations of the shop or salon. ~~The apprentice sponsor shall require each apprentice to wear a badge clearly indicating his status as a DOLI registered apprentice.~~

**18VAC41-70-260. Display of license.**

A. Each licensed spa or school shall ensure that all current licenses and temporary licenses issued by the board shall be displayed in plain view of the public either in the reception area or at individual work stations of the spa or school. Duplicate licenses or temporary licenses shall be posted in a like manner in every spa or school location where the licensee or temporary license holder provides services.

B. All licensees and temporary license holders shall operate under the name in which the license or temporary license is issued.

C. ~~All~~ Proof of apprenticeship ~~cards~~ registration issued by the Department of Labor and Industry ~~(DOLI)~~ shall be displayed in plain view of the public either in the reception area or at individual work stations of the ~~shop or salon~~ spa. ~~The apprentice sponsor shall require each apprentice to wear a badge clearly indicating his status as a DOLI registered apprentice.~~

VA.R. Doc. No. R20-5957; Filed December 3, 2019, 3:58 p.m.

## Fast-Track Regulation

Titles of Regulations: **18VAC41-20. Barbering and Cosmetology Regulations (amending 18VAC41-20-270).**

**18VAC41-70. Esthetics Regulations (amending 18VAC41-70-270).**

Statutory Authority: § 54.1-201 of the Code of Virginia.

Public Hearing Information: No public hearings are scheduled.

Public Comment Deadline: January 22, 2020.

Effective Date: February 10, 2020.

Agency Contact: Stephen Kirschner, Executive Director, Board for Barbers and Cosmetology, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, telephone (804) 367-8590, FAX (866) 245-9693, or email barbercosmo@dpor.virginia.gov.

Basis: Section 54.1-201 of the Code of Virginia enumerates board authority to promulgate regulations.

Purpose: Currently, board regulations require the use of a "hospital grade and tuberculocidal disinfectant solution registered with the [EPA]." However, manufacturers of disinfectant solutions marketed toward barbers and cosmetologists are moving away from including "tuberculocidal" in the description and function of their solutions. The primary rationale for dropping the term "tuberculocidal" within the industry is that tuberculosis is an airborne disease, making it somewhat misleading to suggest that the use of the product prevents the transmission of tuberculosis. Additionally, the National Interstate Council of State Boards of Cosmetology (NIC) Infection Control Best Practices intentionally avoids the use of this term. NIC's Best Practices recommend the use of "bactericidal, virucidal, and fungicidal." As manufacturers move away from commonly using this term, the supply of "tuberculocidal" products will decrease as their expense increases, creating an unnecessary burden on licensees.

The proposed regulatory amendments update the disinfectant standards to require the use of "an EPA-registered disinfectant that is bactericidal, virucidal, and fungicidal," which still protects the health, safety, and welfare of the public. Thirty-two other states currently use the "bactericidal, virucidal, and fungicidal" requirement in lieu of "tuberculocidal," and five more states use some combination of those three terms. Additionally, several more states are in the process of updating their requirements to EPA-registered bactericidal, virucidal, and fungicidal disinfectants. This change will align Virginia with national best practices for the professions.

The goal of the fast-track rulemaking action is to ensure board regulations accurately reflect industry practices and the changes in the market of disinfectant solutions. It will also allow Virginia to implement a more accurate description of the disinfection requirement and align with national standards without imposing additional regulatory burdens.

Rationale for Using Fast-Track Rulemaking Process: This action is expected to be noncontroversial because without taking action through the fast-track rulemaking process, licensees will soon find it more difficult and expensive to remain in compliance with the regulations.

Substance: In 18VAC41-20-270, the amendment replaces the regulatory requirement for a tuberulocidal disinfectant with the requirement of an EPA-registered disinfectant that is bactericidal, virucidal, and fungicidal. In 18VAC41-70-270, the amendment replaces the regulatory requirement for a tuberulocidal disinfectant with the requirement of an EPA-registered disinfectant that is bactericidal, virucidal, and fungicidal.

Issues: The primary advantage to the public is that this regulatory change will allow barber, cosmetology, nail technician, wax technician, and esthetics professionals to avoid an unintended increase in the cost of doing business. There are no disadvantages to the public.

The primary advantage to the agency and Commonwealth is that the board will continue to protect the health, safety, and welfare of the public using the least restrictive means. This change will also allow the agency to adopt best practices for sanitation in these professions. There are no disadvantages to the agency or Commonwealth.

Department of Planning and Budget's Economic Impact Analysis:

Summary of the Proposed Amendments to Regulation. The Board for Barbers and Cosmetology (Board) proposes to update disinfectant terminology.

Result of Analysis. The benefits likely exceed the costs for all proposed changes.

Estimated Economic Impact. The current regulation requires licensees to use disinfectants identified as tuberculocidal. According to the Department of Professional and Occupational Regulation (DPOR), however, disinfectant manufacturers are moving away from labeling products as "tuberculocidal," in large part because tuberculosis is an airborne disease not transmitted through surface contact. The Board proposes to replace the requirement for a tuberulocidal and hospital grade disinfectant with the requirement for an "EPA registered disinfectant that is bactericidal, virucidal and fungicidal." The proposed terminology is consistent with the National Interstate Council of State Boards of Cosmetology Infection Control Best Practices, which recommends the use of the terms bactericidal, virucidal, and fungicidal. DPOR indicates that as manufacturers move away from commonly using this term, the supply of "tuberculocidal" products would decrease causing an increase in their prices, creating an

unnecessary burden on licensees. Thus, to the extent a potential future cost on licensees is eliminated, the proposed amendments produce a net benefit.

Businesses and Entities Affected. According to DPOR, as of April 1, 2019, the Board licensed 2,905 barbers, 893 barber shops, 60 barber schools, 8,491 nail technicians, 78 nail salons, 35 nails schools, 42,090 cosmetologists, 5,142 cosmetology salons, 167 cosmetology schools, 3,415 estheticians, 651 esthetics spas, 43 esthetics schools, 1,598 wax technicians, 124 waxing salons, and 14 waxing schools.

Localities Particularly Affected. No locality is expected to be particularly affected.

Projected Impact on Employment. The proposed amendments should not have a significant impact on employment.

Effects on the Use and Value of Private Property. No substantial effect on the use and value of private property is expected.

Real Estate Development Costs. The proposed amendments do not affect real estate development costs.

Small Businesses:

Definition. Pursuant to § 2.2-4007.04 of the Code of Virginia, small business is defined as "a business entity, including its affiliates, that (i) is independently owned and operated and (ii) employs fewer than 500 full-time employees or has gross annual sales of less than $6 million."

Costs and Other Effects. All of the regulated barber shops, salons, spas, and schools are considered small businesses. The proposed changes should benefit them as discussed.

Alternative Method that Minimizes Adverse Impact. The proposed amendments do not adversely affect small businesses.

Adverse Impacts:

Businesses. The proposed amendments do not adversely affect businesses.

Localities. The proposed amendments do not adversely affect localities.

Other Entities. The proposed amendments do not adversely affect other entities.

Agency's Response to Economic Impact Analysis: The Board for Barbers and Cosmetology concurs with the approval.

Summary:

*The amendments replace the regulatory requirement for a tuberculocidal and hospital grade disinfectant with an "EPA-registered disinfectant that is bactericidal, virucidal, and fungicidal."*

**18VAC41-20-270. Sanitation and safety standards for shops, salons, and schools.**

A. Sanitation and safety standards. Any shop, salon, school, or facility where barber, master barber, cosmetology, or nail or waxing services are delivered to the public must be clean and sanitary at all times. Compliance with these rules does not confer compliance with other requirements set forth by federal, state, and local laws, codes, ordinances, and regulations as they apply to business operation, physical construction and maintenance, safety, and public health. Licensees shall take sufficient measures to prevent the transmission of communicable and infectious diseases and comply with the sanitation standards identified in this section and shall ensure that all employees likewise comply.

B. Disinfection and storage of implements.

1. A wet disinfection unit is a container large enough to hold a disinfectant solution in which the objects to be disinfected are completely immersed. A wet disinfection unit must have a cover to prevent contamination of the solution. The solution must be ~~a hospital grade and tuberculocidal disinfectant solution registered with the~~ an Environmental Protection Agency (EPA) registered disinfectant that is bactericidal, virucidal, and fungicidal. Disinfectant solutions shall be used according to manufacturer's directions.

2. Disinfection of multiuse items constructed of hard, nonporous materials such as metal, glass, or plastic that the manufacturer designed for use on more than one client, including clippers, scissors, combs, and nippers is to be carried out in the following manner prior to servicing a client:

a. Remove all foreign matter from the object, utilizing a brush if needed. Drill bits are to be soaked in acetone and scrubbed with a wire brush to remove all foreign matter;

b. Wash thoroughly with hot water and soap;

c. Rinse thoroughly with clean water and dry thoroughly with a clean paper towel;

d. Fully immerse implements into solution for a minimum of 10 minutes; and

e. After immersion, rinse articles, ~~thoroughly~~ dry thoroughly with a clean paper towel, and store in a clean, predisinfected, and dry cabinet, drawer, or nonairtight covered container, or leave instruments in an EPA-registered ~~disinfection/storage~~ disinfection storage solution used according to manufacturer's directions.

3. Single-use items designed by the manufacturer for use on no more than one client should be discarded immediately after use on each individual client, including powder puffs, lip color, cheek color, sponges, styptic pencils, or nail care implements. The disinfection and reuse

of these items is not permitted and the use of single-use items on more than one client is prohibited.

4. For the purpose of recharging, rechargeable clippers may be stored in an area other than in a closed cabinet or container. This area shall be clean and the cutting edges of any clippers are to be disinfected.

5. Electrical clipper blades shall be disinfected before and after each use. If the clipper blade cannot be removed, the use of a spray or foam used according to the manufacturer's instructions will be acceptable, provided that the disinfectant is an EPA-registered ~~hospital grade and tuberculocidal disinfectant solution~~ disinfectant that is bactericidal, virucidal, and fungicidal, and that the entire handle is also disinfected by wiping with the disinfectant solution.

6. All wax pots shall be cleaned and disinfected with an EPA-registered ~~hospital grade and tuberculocidal disinfectant solution~~ disinfectant that is bactericidal, virucidal, and fungicidal and with no sticks left standing in the wax at any time. The area immediately surrounding the wax pot shall be clean and free of clutter, waste materials, spills, and any other items ~~which~~ that may pose a hazard.

7. Each barber, master barber, cosmetologist, nail technician, and wax technician must have a wet disinfection unit at his station.

8. Sinks, bowls, tubs, whirlpool units, air-jetted basins, pipe-less units, and non-whirlpool basins used in the performance of nail care shall be maintained in accordance with manufacturer's recommendations. They shall be cleaned and disinfected immediately after each client in the following manner:

a. Drain all water and remove all debris;

b. Clean the surfaces and walls with soap or detergent to remove all visible debris, oils, and product residue and then rinse with water;

c. Disinfect by spraying or wiping the surface with an EPA-registered ~~hospital grade and tuberculocidal disinfectant~~ disinfectant that is bactericidal, virucidal, and fungicidal; and

d. Wipe dry with a clean towel.

C. General sanitation and safety requirements.

1. Service chairs, wash basins, shampoo sinks, workstations and workstands, and back bars shall be clean;

2. The floor surface in all work areas must be of a washable surface other than carpet. The floor must be kept clean and free of hair, nail clippings, dropped articles, spills, clutter, trash, electrical cords, other waste materials, and any other items ~~which~~ that may pose a hazard;

3. All furniture, fixtures, walls, floors, windows, and ceilings shall be clean and in good repair and free of water seepage and dirt. Any mats shall be secured or shall lie flat;

4. A fully functional bathroom in the same building with a working toilet and sink must be available for clients. There must be hot and cold running water. Fixtures must be in good condition. The bathroom must be lighted and sufficiently ventilated. If there is a window, it must have a screen. There must be antibacterial soap and clean single-use towels or hand air-drying device for the client's use. Laundering of towels is allowed, space permitting. The bathroom must not be used as a work area or for the open storage of chemicals. For facilities newly occupied after January 1, 2017, the bathroom shall be maintained exclusively for client use;

5. General areas for client use must be neat and clean with a waste receptacle for common trash;

6. Electrical cords shall be placed to prevent entanglement by the client or licensee~~;~~, and electrical outlets shall be covered by plates;

7. All sharp tools, implements, and heat-producing appliances shall be in safe working order at all times, safely stored, and placed so as to prevent any accidental injury to the client or licensee;

8. The salon area shall be sufficiently ventilated to exhaust hazardous or objectionable airborne chemicals, and to allow the free flow of air; and

9. Adequate lighting shall be provided.

D. Articles, tools, and products.

1. Clean towels, robes, or other linens shall be used for each patron. Clean towels, robes, or other linens shall be stored in a clean, predisinfected, and dry cabinet, drawer, or nonairtight covered container. Soiled towels, robes, or other linens shall be stored in a container enclosed on all sides including the top, except if stored in a separate laundry room;

2. Whenever a haircloth is used, a clean towel or neck strip shall be placed around the neck of the patron to prevent the haircloth from touching the skin;

3. Soiled implements must be removed from the tops of work stations immediately after use;

4. Lotions, ointments, creams, and powders shall be labeled and kept in closed containers. A clean spatula, other clean tools, or clean disposable gloves shall be used to remove bulk substances such as creams or ointments from jars. Sterile cotton or sponges shall be used to apply creams, lotions, and powders. Cosmetic containers shall be covered after each use;

5. For nail care, if a sanitary container is provided for a client, the sanitary container shall be labeled and implements shall be used solely for that specific client. Disinfection shall be carried out in accordance with subdivisions B 1 and B 2 of this section;

6. No substance other than a sterile styptic powder or sterile liquid astringent approved for homeostasis and applied with a sterile single-use applicator shall be used to check bleeding; and

7. Any disposable material making contact with blood or other body fluid shall be disposed of in a sealed plastic bag and removed from the shop, salon, school, or facility in accordance with the guidelines of the Virginia Department of Health.

E. Chemical storage and emergency information.

1. Shops, salons, schools, and facilities shall have in the immediate working area a binder with all Safety Data Sheets (SDS) provided by manufacturers for any chemical products used;

2. Shop, salons, schools, and facilities shall have a blood spill clean-up kit in the work area that contains at minimum latex gloves, two 12-inch by 12-inch towels, one disposable trash bag, bleach, one empty spray bottle, and one mask with face shield or any Occupational Safety and Health Administration (OSHA) approved blood spill clean-up kit;

3. Flammable chemicals shall be labeled and stored in a nonflammable storage cabinet or a properly ventilated room; and

4. Chemicals that could interact in a hazardous manner ~~(oxidizers,~~ (e.g., oxidizers, catalysts, and solvents) shall be labeled and separated in storage.

F. Client health guidelines.

1. All employees providing client services shall cleanse their hands with an antibacterial product prior to providing services to each client. Licensees shall require that clients for nail care services shall cleanse their hands immediately prior to the requested nail care service;

2. An artificial nail shall only be applied to a healthy natural nail;

3. A nail drill or motorized instrument shall be used only on the free edge of the nail;

4. No shop, salon, school, or facility providing cosmetology or nail care services shall have on the premises cosmetic products containing hazardous substances that have been banned by the U.S. Food and Drug Administration (FDA) for use in cosmetic products;

5. No product shall be used in a manner that is disapproved by the FDA; and

6. All regulated services must be performed in a facility that is in compliance with current local building and zoning codes.

G. In addition to any requirements set forth in this section, all licensees and temporary permit holders shall adhere to regulations and guidelines established by the Virginia Department of Health and the Occupational Safety and Health Compliance Division of the Virginia Department of Labor and Industry.

H. All shops, salons, schools, and facilities shall immediately report the results of any inspection of the shop, salon, or school by the Virginia Department of Health as required by § 54.1-705 of the Code of Virginia.

I. All shops, salons, schools, and facilities shall maintain a self-inspection form on file to be updated on an annual basis, and kept for five years, so that it may be requested and reviewed by the board at its discretion.

**18VAC41-70-270. Sanitation and safety standards for spas and schools.**

A. Sanitation and safety standards.

1. Any spa or school where esthetics services are delivered to the public must be clean and sanitary at all times.

2. Compliance with these rules does not confer compliance with other requirements set forth by federal, state, and local laws, codes, ordinances, and regulations as they apply to business operation, physical construction and maintenance, safety, and public health.

3. Licensees shall take sufficient measures to prevent the transmission of communicable and infectious diseases and comply with the sanitation standards identified in this section and shall ensure that all employees likewise comply.

B. Disinfection and storage of implements.

1. A wet disinfection unit is a container large enough to hold a disinfectant solution in which the objects to be disinfected are completely immersed. A wet disinfection unit must have a cover to prevent contamination of the solution. The solution must be a ~~hospital grade and tuberculocidal disinfectant solution registered with the~~ U.S. Environmental Protection Agency (EPA) registered disinfectant that is bactericidal, virucidal, and fungicidal. Disinfectant solutions shall be used according to manufacturer's directions.

2. Disinfection of multiuse items constructed of hard, nonporous materials such as metal, glass, or plastic, which the manufacturer designed for use on more than one client, is to be carried out in the following manner prior to servicing a client:

a. Remove all foreign matter from the object, utilizing a brush if needed. Drill bits are to be soaked in acetone and scrubbed with a wire brush to remove all foreign matter;

b. Wash thoroughly with hot water and soap;

c. Rinse thoroughly with clean water and dry thoroughly with a clean paper towel;

d. Fully immerse implements into solution for a minimum of 10 minutes; and

e. After immersion, rinse articles, ~~thoroughly~~ dry thoroughly with a clean paper towel, and store in a clean, predisinfected, and dry cabinet, drawer, or nonairtight covered container, or leave instruments in an EPA-registered disinfection storage solution used according to manufacturer's directions.

3. Single-use items designed by the manufacturer for use on no more than one client should be discarded immediately after use on each individual client, including powder puffs, lip color, cheek color, sponges, styptic pencils, or nail care implements. The disinfection and reuse of these items is not permitted and the use of single-use items on more than one client is prohibited.

4. For the purpose of recharging, rechargeable tools or implements may be stored in an area other than in a closed cabinet or container. This area shall be clean.

5. All materials including cosmetic and nail brushes, sponges, chamois, spatulas, and galvanic electrodes must be cleaned with warm water and soap or detergent to remove all foreign matter. Implements should then be rinsed, thoroughly dried with a clean paper towel, and completely immersed in an EPA-registered ~~hospital grade and tuberculocidal disinfectant solution~~ disinfectant that is bactericidal, virucidal, and fungicidal. Such implements shall be soaked for 10 minutes or more, removed, rinsed, dried thoroughly, and stored in a predisinfected and dry drawer, cabinet, or nonairtight covered container, or left in an EPA-registered disinfection storage solution used according to manufacturer's directions.

6. All wax pots shall be cleaned and disinfected with an EPA-registered ~~hospital grade and tuberculocidal disinfectant solution~~ disinfectant that is bactericidal, virucidal, and fungicidal with no sticks left standing in the wax at any time. The area immediately surrounding the wax pot shall be clean and free of clutter, waste materials, spills, and any other items that may pose a hazard.

7. Each esthetician must have a wet disinfection unit at his station.

8. Nail brushes; nippers; finger bowls; disinfectable or washable buffers; disinfectable or washable files, which must also be scrubbed with a brush to remove all foreign matter; and other instruments must be washed in soap and water, rinsed, ~~thoroughly~~ dried thoroughly with a clean paper towel, and then completely immersed in an EPA-registered ~~hospital grade and tuberculocidal disinfectant solution~~ disinfectant that is bactericidal, virucidal, and fungicidal for 10 minutes after each use. After disinfection they must be rinsed, dried thoroughly with a clean paper towel, and placed in a dry, predisinfected, nonairtight covered receptacle, cabinet, or drawer, or left in an EPA-registered disinfectant storage system used according to manufacturer's directions.

9. Sinks, bowls, tubs, whirlpool units, air-jetted basins, pipe-less units, and non-whirlpool basins used in the performance of nail care shall be maintained in accordance with manufacturer's recommendations. They shall be cleaned and disinfected immediately after each client in the following manner:

a. Drain all water and remove all debris;

b. Clean the surfaces and walls with soap or detergent to remove all visible debris, oils, and product residues and then rinse with water;

c. Disinfect by spraying or wiping the surface with an EPA-registered ~~hospital grade and tuberculocidal disinfectant solution~~ disinfectant that is bactericidal, virucidal, and fungicidal; and

d. Wipe dry with a clean towel.

C. General sanitation and safety requirements.

1. Service chairs, workstations and workstands, and back bars shall be clean;

2. The floor surface in all work areas must be of a washable surface other than carpet. The floor must be kept clean and free of debris, nail clippings, dropped articles, spills, clutter, trash, electrical cords, other waste materials, and other items that may pose a hazard;

3. All furniture, fixtures, walls, floors, windows, and ceilings shall be in good repair and free of water seepage and dirt. All mats shall be secured or shall lie flat;

4. A fully functional bathroom with a working toilet and sink must be available for clients. There must be hot and cold running water. Fixtures must be in good condition. The bathroom must be lighted and sufficiently ventilated. There must be antibacterial soap and clean single-use towels or hand air-drying device for the client's use. For facilities newly occupied after January 1, 2017, the bathroom shall be maintained exclusively for client use;

5. General areas for client use must be neat and clean with a waste receptacle for common trash;

6. Electrical cords shall be placed to prevent entanglement by the client or licensee and electrical outlets shall be covered by plates;

7. All sharp tools, implements, and heat-producing appliances shall be in safe working order at all times, safely stored, and placed so as to prevent any accidental injury to the client or licensee;

8. The spa area shall be sufficiently ventilated to exhaust hazardous or objectionable airborne chemicals and to allow the free flow of air; and

9. Adequate lighting shall be provided.

D. Articles, tools, and products.

1. Any multiuse article, tool, or product that cannot be cleansed or disinfected is prohibited from use;

2. Soiled implements must be removed from the tops of work stations immediately after use;

3. Clean spatulas, other clean tools, or clean disposable gloves shall be used to remove bulk substances from containers;

4. Lotions, ointments, creams, and powders shall be labeled and kept in closed containers. A clean spatula shall be used to remove creams or other products from jars. Sterile cotton or sponges shall be used to apply creams, lotions, and powders. Cosmetic containers shall be covered after each use;

5. All appliances shall be safely stored;

6. Presanitized tools and implements, linens, and equipment shall be stored for use in a sanitary enclosed cabinet or covered receptacle;

7. Clean towels, robes, or other linens shall be used for each patron. Clean towels, robes, or other linens shall be stored in a clean predisinfected and dry cabinet, drawer, or nonairtight covered container. Soiled towels, robes, or other linens shall be stored in a container enclosed on all sides including the top, except if stored in a separate laundry room;

8. No substance other than a sterile styptic powder or sterile liquid astringent approved for homeostasis and applied with a sterile single-use applicator shall be used to check bleeding; and

9. Any disposable material making contact with blood or other body fluid shall be disposed of in a sealed plastic bag and removed from the spa or school in accordance with the guidelines of the Virginia Department of Health and OSHA (Occupational Safety and Health Administration).

E. Chemical storage and emergency information.

1. Spas and schools shall have in the immediate working area a binder with all Safety Data Sheets (SDS) provided by manufacturers for any chemical products used;

2. Spas and schools shall have a blood spill clean-up kit in the work area that contains at a minimum latex gloves, two 12-inch by 12-inch towels, one disposable trash bag, bleach, one empty spray bottle, and one mask with face shield or any OSHA-approved blood spill clean-up kit;

3. Flammable chemicals shall be labeled and stored in a nonflammable storage cabinet or a properly ventilated room; and

4. Chemicals that could interact in a hazardous manner (e.g., oxidizers, catalysts, and solvents) shall be labeled and separated in storage.

F. Client health guidelines.

1. All employees providing client services shall cleanse their hands with an antibacterial product prior to providing services to each client;

2. All employees providing client services shall wear gloves while providing services when exposure to bloodborne pathogens is possible;

3. No spa or school providing esthetics services shall have on the premises esthetics products containing hazardous substances that have been banned by the U.S. Food and Drug Administration (FDA) for use in esthetics products;

4. No product shall be used in a manner that is disapproved by the FDA; and

5. Esthetics spas must be in compliance with current building and zoning codes.

G. In addition to the requirements set forth in this section, all licensees and temporary license holders shall adhere to regulations and guidelines established by the Virginia Department of Health and the Occupational and Safety Division of the Virginia Department of Labor and Industry.

H. All spas and schools shall immediately report the results of any inspection of the spa or school by the Virginia Department of Health as required by § 54.1-705 of the Code of Virginia.

I. All spas and schools shall conduct a self-inspection on an annual basis and maintain a self-inspection form on file for five years so that it may be requested and reviewed by the board at its discretion.

VA.R. Doc. No. R20-5831; Filed December 3, 2019, 3:57 p.m.

## BOARD OF DENTISTRY

### Emergency Regulation

Title of Regulation: **18VAC60-21. Regulations Governing the Practice of Dentistry (adding 18VAC60-21-107).**

Statutory Authority: §§ 54.1-2400 and 54.1-3408.02 of the Code of Virginia.

Effective Dates: December 2, 2019, through June 1, 2021.

Agency Contact: Sandra Reen, Executive Director, Board of Dentistry, 9960 Mayland Drive, Suite 300, Richmond, VA 23233, telephone (804) 367-4437, FAX (804) 527-4428, or email sandra.reen@dhp.virginia.gov.

Preamble:

*Section 2.2-4011 B of the Code of Virginia states that agencies may adopt emergency regulations in situations in which Virginia statutory law or the appropriation act or federal law or federal regulation requires that a regulation be effective in 280 days or less from its enactment, and the regulation is not exempt under the provisions of § 2.2-4006 A 4 of the Code of Virginia.*

*The amendments add a section regarding electronic prescribing. Consistent with the Code of Virginia, beginning July 1, 2020, a prescription for a controlled substance that contains an opioid is required to be issued as an electronic prescription. The proposed regulation also provides a one-time waiver from this requirement for a maximum of one year due to demonstrated economic hardship on the part of a prescriber, technological limitations beyond the prescriber's control, or other exceptional circumstances demonstrated by the prescriber.*

**18VAC60-21-107. Waiver for electronic prescribing.**

A. Beginning July 1, 2020, a prescription for a controlled substance that contains an opioid shall be issued as an electronic prescription consistent with § 54.1-3408.02 of the Code of Virginia.

B. Upon written request, the board may grant a one-time waiver of the requirement of subsection A of this section, for a period not to exceed one year, due to demonstrated economic hardship, technological limitations that are not reasonably within the control of the prescriber, or other exceptional circumstances demonstrated by the prescriber.

VA.R. Doc. No. R20-6114; Filed December 2, 2019, 10:25 a.m.

## BOARD OF NURSING

### Fast-Track Regulation

Titles of Regulations: **18VAC90-19. Regulations Governing the Practice of Nursing (amending 18VAC90-19-30).**

**18VAC90-25. Regulations Governing Certified Nurse Aides (amending 18VAC90-25-16).**

**18VAC90-27. Regulations for Nursing Education Programs (amending 18VAC90-27-20).**

**18VAC90-50. Regulations Governing the Licensure of Massage Therapists (amending 18VAC90-50-30).**

**18VAC90-60. Regulations Governing the Registration of Medication Aides (amending 18VAC90-60-30).**

Statutory Authority: § 54.1-2400 of the Code of Virginia.

Public Hearing Information: No public hearings are scheduled.

Public Comment Deadline: January 22, 2020.

Effective Date: February 6, 2020.

Agency Contact: Jay P. Douglas, R.N., Executive Director, Board of Nursing, 9960 Mayland Drive, Suite 300, Richmond, VA 23233, telephone (804) 367-4520, FAX (804) 527-4455, or email jay.douglas@dhp.virginia.gov.

Basis: Regulations are promulgated under the general authority of § 54.1-2400 of the Code of Virginia, which provides the Board of Nursing the authority to promulgate regulations to administer the regulatory system. The specific mandate for collection of a handling fee is found in § 2.2-4805 of the Virginia Debt Collection Act

Purpose: The rationale for the regulatory change is compliance with the Virginia Debt Collection Act (§ 2.2-4800 et seq.) of the Code of Virginia, in which the General Assembly has determined that the cost for handling returned checks or dishonored credit or debit cards is $50. The department and its regulatory boards license and discipline health care practitioners, and its mission of protecting the health and safety of the public must be supported by its licensing and miscellaneous fees.

Rationale for Using Fast-Track Rulemaking Process: The rulemaking is concurring with financial policy of the Commonwealth and is expected to be noncontroversial.

Substance: All board regulations are being amended to delete the returned check fee of $35 and replace it with a handling fee of $50 for a returned check, dishonored credit card, or dishonored debit card.

Issues: There are no primary advantages or disadvantages to the public. The primary advantage to the department is compliance with auditors from the Office of the Comptroller. There are no disadvantages to the agency or the Commonwealth.

Department of Planning and Budget's Economic Impact Analysis:

Summary of the Proposed Amendments to Regulation. The Board of Nursing (Board) proposes to amend five of its regulations to state that the handling fee for a returned check or dishonored credit card or debit card is $50.

Background. Code of Virginia § 2.2-614.1 specifies that:

> If any check or other means of payment tendered to a public body in the course of its duties is not paid by the financial institution on which it is drawn, because of insufficient funds in the account of the drawer, no account is in the name of the drawer, or the account of the drawer is closed, and the check or other means of payment is returned to the public body unpaid, the

amount thereof shall be charged to the person on whose account it was received, and his liability and that of his sureties, shall be as if he had never offered any such payment. A penalty of $35 or the amount of any costs, whichever is greater, shall be added to such amount.

With the exception of 18 VAC 90-27 Regulations for Nursing Education Programs, the Board's current regulations that include fees include a $35 returned check charge.

On the other hand, Code of Virginia § 2.2-4805 specifies that "Returned checks or dishonored credit card or debit card payments shall incur a handling fee of $50 unless a higher amount is authorized by statute to be added to the principal account balance." According to the Department of Health Professions (DHP), the Office of the Attorney General has advised that the handling fee of $50 in Virginia Code § 2.2-4805 governs.

Estimated Benefits and Costs. Based on the view of the Office of the Attorney General that Virginia Code § 2.2-4805 prevails, the fee by law for a returned check or dishonored credit card or debit card is $50. The Board's proposal therefore conforms the regulations to current law. DHP has indicated that in practice they will not raise the fee to $50 until this proposed regulatory action becomes effective.[2] The services provided by DHP are funded by the fees paid by the regulated individuals and entities. To the extent that the $50 fee more accurately represents the cost incurred by DHP, the proposed change may be beneficial in that the cost would need not be subsidized by other regulants who did not cause the cost to be incurred.

Businesses and Other Entities Affected. The proposal pertains to fee-paying individuals and entities regulated by the Board. As of June 30, 2019, there were 45 advanced certified nurse aides, 53,519 nurse aides, 418 clinical nurse specialists, 8,654 licensed massage therapists, 28,547 licensed practical nurses, 6,614 medication aides, 307 medication aide training programs, 109,998 registered nurses, 58 practical schools of nursing, and 76 professional schools of nursing in the Commonwealth and regulated by the Board.[3,4] If any of these individuals or entities (other than the nurse education programs) have a check returned or a credit card or debit card dishonored, the proposal would increase their cost by $15. It is not known whether nursing education programs would be charged a $35 returned check fee if they had a check returned prior to the proposed regulatory action becoming effective. If they would not receive the charge, the proposal would increase their costs by $50 in the event that they have a check returned or a credit card or debit card dishonored.

Localities[5] Affected.[6] The proposal does not disproportionately affect any particular localities or introduce costs for local governments.

Projected Impact on Employment. The proposal does not affect employment.

Effects on the Use and Value of Private Property. The proposal does not substantially affect the use and value of private property or real estate development costs.

Adverse Effect on Small Businesses[7]:

Types and Estimated Number of Small Businesses Affected. The proposal would potentially affect the 307 medication aide training programs, 58 practical schools of nursing, and 76 professional schools of nursing if they were to have a check returned or a credit card or debit card dishonored. It is not known how many of these entities would qualify as a small business.

Costs and Other Effects. If a small medication aide training program has a check returned or a credit card or debit card dishonored, the proposal would increase their cost by $15. The current Regulations for Nursing Education Programs does not include a $35 returned check charge. It is not clear whether small practical schools of nursing and small professional schools of nursing would be charged a $35 returned check fee if they had a check returned prior to the proposed regulatory action becoming effective. If they would not receive the charge, the proposal would increase their costs by $50 in the event that they have a check returned or a credit card or debit card dishonored.

Alternative Method that Minimizes Adverse Impact. There are no clear alternative methods that both reduce adverse impact and meet the intended policy goals.

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[2]Concerning whether nursing education programs would be charged $35 for a returned check prior to the proposed regulatory action becoming effective, DHP stated that "There haven't been any returned checks for nursing education programs; the new fee is added for consistency but likely will not be needed."

[3]Source: DHP

[4]The Board also regulates 11,569 licensed nurse practitioners. For licensed nurse practitioners, the proposal to state that the handling fee for a returned check or dishonored credit card or debit card is $50 is in Action 5414. See https://townhall.virginia.gov/L/ViewAction.cfm?actionid=5414

[5]"Locality" can refer to either local governments or the locations in the Commonwealth where the activities relevant to the regulatory change are most likely to occur.

[6]§ 2.2-4007.04 defines "particularly affected" as bearing disproportionate material impact.

[7]Pursuant to § 2.2-4007.04 of the Code of Virginia, small business is defined as "a business entity, including its affiliates, that (i) is independently owned and operated and (ii) employs fewer than 500 full-time employees or has gross annual sales of less than $6 million."

Agency's Response to Economic Impact Analysis: The Board of Nursing does not concur with the analysis of the Department of Planning and Budget that the proposed amended regulations (to change the handling fee for returned checks or dishonored credit or debit cards) need to be sent to the Joint Commission on Administrative Rules. As is noted in the economic impact analysis, the board's action is consistent

with the language of the Virginia Debt Collection Act, as amended by the General Assembly. It is also consistent with advice from the Assistant Attorney General and with advice from the Office of the Comptroller. The board's regulatory action is not discretionary.

The economic impact analysis notes the number of regulants under the Board of Nursing but does not include information from the agency background document that only 46 such persons were charged the fee for a returned check in fiscal year 2019.

Summary:

*The amendments replace the returned check fee of $35 with a fee of $50 for handling a returned check or dishonored credit card or debit card payment in compliance with § 2.2-4805 of the Code of Virginia.*

**18VAC90-19-30. Fees.**

A. Fees required by the board are:

| | |
|---|---|
| 1. Application for licensure by examination - RN | $190 |
| 2. Application for licensure by endorsement - RN | $190 |
| 3. Application for licensure by examination - LPN | $170 |
| 4. Application for licensure by endorsement - LPN | $170 |
| 5. Reapplication for licensure by examination | $50 |
| 6. Biennial licensure renewal - RN | $140 |
| 7. Biennial inactive licensure renewal - RN | $70 |
| 8. Biennial licensure renewal - LPN | $120 |
| 9. Biennial inactive licensure renewal - LPN | $60 |
| 10. Late renewal - RN | $50 |
| 11. Late renewal - RN inactive | $25 |
| 12. Late renewal - LPN | $40 |
| 13. Late renewal - LPN inactive | $20 |
| 14. Reinstatement of lapsed license - RN | $225 |
| 15. Reinstatement of lapsed license - LPN | $200 |
| 16. Reinstatement of suspended or revoked license | $300 |
| 17. Duplicate license | $15 |
| 18. Replacement wall certificate | $25 |
| 19. Verification of license | $35 |
| 20. Transcript of all or part of applicant or licensee records | $35 |
| 21. ~~Returned check charge~~ Handling fee for returned check or dishonored credit card or debit card | ~~$35~~ $50 |
| 22. Application for CNS registration | $130 |
| 23. Biennial renewal of CNS registration | $80 |
| 24. Reinstatement of lapsed CNS registration | $125 |
| 25. Verification of CNS registration to another jurisdiction | $35 |
| 26. Late renewal of CNS registration | $35 |

B. For renewal of licensure or registration from July 1, 2017, through June 30, 2019, the following fees shall be in effect:

| | |
|---|---|
| 1. Biennial licensure renewal - RN | $105 |
| 2. Biennial inactive licensure renewal - RN | $52 |
| 3. Biennial licensure renewal - LPN | $90 |
| 4. Biennial inactive licensure renewal - LPN | $45 |
| 5. Biennial renewal of CNS registration | $60 |

**18VAC90-25-16. Fees.**

A. The following fees shall apply:

| | |
|---|---|
| 1. Annual renewal for certified nurse aide | $30 |
| 2. ~~Returned check~~ Handling fee for returned check or dishonored credit card or debit card | ~~$35~~ $50 |
| 3. Application for certification as an advanced certified nurse aide | $25 |
| 4. Renewal of advanced certified nurse aide certification | $20 |
| 5. Reinstatement of advanced certified nurse aide certification | $30 |

B. Fees shall not be refunded once submitted.

**18VAC90-27-20. Fees.**

Fees required by the board are:

| | |
|---|---|
| 1. Application for approval of a nursing education program. | $1,650 |
| 2. Survey visit for nursing education program. | $2,200 |

| | |
|---|---|
| 3. Site visit for NCLEX passage rate for nursing education program. | $1,500 |
| 4. Handling fee for returned check or dishonored credit card or debit card | $50 |

**18VAC90-50-30. Fees.**

A. Fees listed in this section shall be payable to the Treasurer of Virginia and shall not be refunded unless otherwise provided.

B. Fees required by the board are:

| | |
|---|---|
| 1. Application and initial licensure | $140 |
| 2. Biennial renewal | $95 |
| 3. Late renewal | $30 |
| 4. Reinstatement of licensure | $150 |
| 5. Reinstatement after suspension or revocation | $200 |
| 6. Duplicate license | $15 |
| 7. Replacement wall certificate | $25 |
| 8. Verification of licensure | $35 |
| 9. Transcript of all or part of applicant/licensee records | $35 |
| 10. ~~Returned check charge~~ Handling fee for returned check or dishonored credit card or debit card | ~~$35~~ $50 |

C. For renewal of licensure from July 1, 2017, through June 30, 2019, the following fee shall be in effect:

| | |
|---|---|
| Biennial renewal | $71 |

**18VAC90-60-30. Fees.**

A. The following fees shall apply:

| | |
|---|---|
| 1. Application for program approval | $500 |
| 2. Application for registration as a medication aide | $50 |
| 3. Annual renewal for medication aide | $30 |
| 4. Late renewal | $15 |
| 5. Reinstatement of registration | $90 |
| 6. ~~Returned check~~ Handling fee for returned check or dishonored credit card or debit card | ~~$35~~ $50 |
| 7. Duplicate registration | $15 |
| 8. Reinstatement following suspension, mandatory suspension, or revocation | $120 |

B. Fees shall not be refunded once submitted.

C. The fee for the state examination shall be paid directly to the examination service contracted by the board for its administration.

VA.R. Doc. No. R20-6148; Filed December 2, 2019, 10:28 a.m.

## BOARD OF LONG-TERM CARE ADMINISTRATORS

### Fast-Track Regulation

Titles of Regulations: **18VAC95-20. Regulations Governing the Practice of Nursing Home Administrators (amending 18VAC95-20-130).**

**18VAC95-30. Regulations Governing the Practice of Assisted Living Facility Administrators (amending 18VAC95-30-40).**

Statutory Authority: § 54.1-2400 of the Code of Virginia.

Public Hearing Information: No public hearings are scheduled.

Public Comment Deadline: January 22, 2020.

Effective Date: February 6, 2020.

Agency Contact: Corie Tillman Wolf, Executive Director, Board of Long-Term Care Administrators, 9960 Mayland Drive, Suite 300, Richmond, VA 23233-1463, telephone (804) 367-4595, FAX (804) 527-4413, or email corie.wolf@dhp.virginia.gov.

Basis: Regulations are promulgated under the general authority of § 54.1-2400 of the Code of Virginia, which provides the Board of Long-Term Care Administrators the authority to promulgate regulations to administer the regulatory system. Section 2.2-4805 of the Code of Virginia authorizes each state agency to charge interest on all past due accounts receivable in accordance with guidelines adopted by the Department of Accounts.

Purpose: The amendments conform the regulation to the Virginia Debt Collection Act (§ 2.2-4800 et seq.) of the Code of Virginia in which the General Assembly has determined that the cost for handling returned checks or dishonored credit or debit cards is $50. The department and its regulatory boards license and discipline health care practitioners with the mission of protecting the health and safety of the public, which must be supported by its licensing and miscellaneous fees.

Rationale for Using Fast-Track Rulemaking Process: The rulemaking is consistent with the financial policy of the Commonwealth and is not expected to be controversial.

Substance: Fees are being amended to replace the returned check fee of $35 with a handling fee of $50 for a returned check, dishonored credit card, or dishonored debit card.

Issues: There are no primary advantages or disadvantages to the public. The primary advantage to the department is compliance with auditors from the Office of the Comptroller. There are no disadvantages to the agency or the Commonwealth.

Department of Planning and Budget's Economic Impact Analysis:

Summary of the Proposed Amendments to Regulation. The Board of Long-Term Care Administrators (Board) proposes to amend 18 VAC 95-20 Regulations Governing the Practice of Nursing Home Administrators and 18 VAC 95-30 Regulations Governing the Practice of Assisted Living Facility Administrators to state that the handling fee for a returned check or dishonored credit card or debit card is $50, replacing a current $35 charge.

Background. Code of Virginia § 2.2-614.1 specifies that:

> If any check or other means of payment tendered to a public body in the course of its duties is not paid by the financial institution on which it is drawn, because of insufficient funds in the account of the drawer, no account is in the name of the drawer, or the account of the drawer is closed, and the check or other means of payment is returned to the public body unpaid, the amount thereof shall be charged to the person on whose account it was received, and his liability and that of his sureties, shall be as if he had never offered any such payment. A penalty of $35 or the amount of any costs, whichever is greater, shall be added to such amount.

Based on this Code provision, the current regulations include a $35 returned check charge.

On the other hand, Code of Virginia § 2.2-4805 specifies that "Returned checks or dishonored credit card or debit card payments shall incur a handling fee of $50 unless a higher amount is authorized by statute to be added to the principal account balance." According to the Department of Health Professions (DHP), the Office of the Attorney General has advised that the handling fee of $50 in Virginia Code § 2.2-4805 governs.

Estimated Benefits and Costs. Based on the view of the Office of the Attorney General that Virginia Code § 2.2-4805 prevails, the fee by law for a returned check or dishonored credit card or debit card is $50. The Board's proposal therefore conforms the regulation to current law. DHP has indicated that in practice they will continue to charge the $35 fee until this proposed regulatory action becomes effective. The services provided by DHP are funded by the fees paid by the regulated individuals and entities. To the extent that the $50 fee more accurately represents the cost incurred by DHP, the proposed change may be beneficial in that the cost would need not be subsidized by other regulants who did not cause the cost to be incurred.

Businesses and Other Entities Affected. The proposal pertains to fee-paying individuals and entities regulated by the Board. As of June 30, 2019, there were 99 assisted living facility administrators-in-training, 634 assisted living facility administrators, 198 assisted living family preceptors, 72 nursing home administrators-in-training, 912 nursing home administrators, and 222 nursing home preceptors, as well as administrator-in-training programs regulated by the Board.[2] Administrator-in-training programs are held at nursing homes and assisted living facilities. There are 299 nursing homes and 193 assisted living facilities in the Commonwealth.[3] If any of these individuals or entities have a check returned or a credit card or debit card dishonored, the proposal would increase their cost by $15.

Localities[4] Affected.[5] The proposal does not disproportionately affect any particular localities or introduce costs for local governments.

Projected Impact on Employment. The proposal does not affect employment.

Effects on the Use and Value of Private Property. The proposal does not substantially affect the use and value of private property or real estate development costs.

Adverse Effect on Small Businesses:[6]

Types and Estimated Number of Small Businesses Affected. The proposed amendments potentially affect fee-paying individuals and entities regulated by the Board, including administrator-in-training programs. Administrator-in-training programs are held at nursing homes and assisted living facilities. There are 298 small nursing homes and 189 small assisted living facilities in the Commonwealth.[7]

Costs and Other Effects. If any of the small nursing homes or small assisted living facilities have a check returned or a credit card or debit card dishonored that was payment for an administrator-in-training program, the proposal would increase their cost by $15.

Alternative Method that Minimizes Adverse Impact. There are no clear alternative methods that both reduce adverse impact and meet the intended policy goals.

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[2]Data source: DHP

[3]Data source: Virginia Employment Commission

[4]"Locality" can refer to either local governments or the locations in the Commonwealth where the activities relevant to the regulatory change are most likely to occur.

[5]§ 2.2-4007.04 defines "particularly affected" as bearing disproportionate material impact.

[6]Pursuant to § 2.2-4007.04 of the Code of Virginia, small business is defined as "a business entity, including its affiliates, that (i) is independently owned and operated and (ii) employs fewer than 500 full-time employees or has gross annual sales of less than $6 million."

[7]Data source: Virginia Employment Commission

Agency's Response to Economic Impact Analysis: The Board of Long-Term Care Administrators concurs with the analysis of the Department of Planning and Budget.

Summary:

*The amendments replace the returned check fee of $35 with a fee of $50 for handling a returned check or dishonored credit card or debit card payment in compliance with § 2.2-4805 of the Code of Virginia.*

**18VAC95-20-130. Additional fee information.**

A. There shall be a fee of ~~$35~~ $50 for a returned ~~checks~~ check or a dishonored credit card or debit card.

B. Fees shall not be refunded once submitted.

C. Examination fees are to be paid directly to the service or services contracted by the board to administer the examinations.

**18VAC95-30-40. Required fees.**

A. The applicant or licensee shall submit all fees in this subsection that apply:

| | |
|---|---|
| 1. ALF AIT program application | $215 |
| 2. Preceptor application | $65 |
| 3. Licensure application | $315 |
| 4. Verification of licensure requests from other states | $35 |
| 5. Assisted living facility administrator license renewal | $315 |
| 6. Preceptor renewal | $65 |
| 7. Penalty for assisted living facility administrator late renewal | $110 |
| 8. Penalty for preceptor late renewal | $25 |
| 9. Assisted living facility administrator reinstatement | $435 |
| 10. Preceptor reinstatement | $105 |
| 11. Duplicate license | $25 |
| 12. Duplicate wall certificates | $40 |
| 13. Returned check or dishonored credit card or debit card | ~~$35~~ $50 |
| 14. Reinstatement after disciplinary action | $1,000 |

B. Fees shall not be refunded once submitted.

C. Examination fees are to be paid directly to the service contracted by the board to administer the examination.

VA.R. Doc. No. R20-6154; Filed December 2, 2019, 10:28 a.m.

## BOARD OF OPTOMETRY

### Final Regulation

REGISTRAR'S NOTICE: The Board of Optometry is claiming an exemption from the Administrative Process Act in accordance with § 2.2-4002 A 14 of the Code of Virginia, which exempts the Board of Optometry from the Administrative Process Act when specifying therapeutic pharmaceutical agents, treatment guidelines, and diseases and abnormal conditions of the human eye and its adnexa for TPA-certification of optometrists pursuant to Article 5 (§ 54.1-3222 et seq.) of Chapter 32 of Title 54.1 of the Code of Virginia.

Title of Regulation: **18VAC105-20. Regulations Governing the Practice of Optometry (amending 18VAC105-20-47).**

Statutory Authority: §§ 54.1-2400 and 54.1-3223 of the Code of Virginia.

Effective Date: January 22, 2020.

Agency Contact: Leslie L. Knachel, Executive Director, Board of Optometry, 9960 Mayland Drive, Suite 300, Richmond, VA 23233, telephone (804) 597-4130, FAX (804) 527-4471, or email leslie.knachel@dhp.virginia.gov.

Background: Chapter 214 of the 2019 Acts of Assembly placed the drug gabapentin as a controlled substance in Schedule V. Regulations of the Board of Optometry currently prohibit optometrists from prescribing Schedule V drugs. Since July 1, 2019, optometrists have not been able to prescribe gabapentin, making prescribing of an opioid the only alternative an optometrist has for pain control for certain patients.

The amendment adding an exception for prescribing hydrocodone in combination with acetaminophen from the proposed regulation was accomplished in a separate regulatory action that became effective December 11, 2019, and rearranged the wording of subsection B of 18VAC105-20-47.

Summary:

*The amendment adds gabapentin to the therapeutic pharmaceutical agent formulary.*

**18VAC105-20-47. Therapeutic pharmaceutical agents.**

A. A TPA-certified optometrist, acting within the scope of his practice, may procure, administer, and prescribe medically appropriate therapeutic pharmaceutical agents (or any therapeutically appropriate combination thereof) to treat diseases and abnormal conditions of the human eye and its adnexa within the following categories:

1. Oral analgesics - Schedule II controlled substances consisting of hydrocodone in combination with acetaminophen andSchedule III, IV, and VI narcotic and nonnarcotic agents.

2. Topically administered Schedule VI agents:

a. Alpha-adrenergic blocking agents;

b. Anesthetic (including esters and amides);

c. Anti-allergy (including antihistamines and mast cell stabilizers);

d. Anti-fungal;

e. Anti-glaucoma (including carbonic anhydrase inhibitors and hyperosmotics);

f. Anti-infective (including antibiotics and antivirals);

g. Anti-inflammatory;

h. Cycloplegics and mydriatics;

i. Decongestants; and

j. Immunosuppressive agents.

3. Orally administered Schedule VI agents:

a. Aminocaproic acids (including antifibrinolytic agents);

b. Anti-allergy (including antihistamines and leukotriene inhibitors);

c. Anti-fungal;

d. Anti-glaucoma (including carbonic anhydrase inhibitors and hyperosmotics);

e. Anti-infective (including antibiotics and antivirals);

f. Anti-inflammatory (including steroidal and nonsteroidal);

g. Decongestants; and

h. Immunosuppressive agents.

B. Schedule I, II, and V drugs ~~and Schedule II drugs~~ are excluded from the list of therapeutic pharmaceutical agents with the exception of controlled substances in Schedule II consisting of hydrocodone in combination with acetaminophen ~~are excluded from the list of therapeutic pharmaceutical agents~~ and gabapentin in Schedule V.

C. Over-the-counter topical and oral medications for the treatment of the eye and its adnexa may be procured for administration, administered, prescribed, or dispensed.

VA.R. Doc. No. R20-6134; Filed November 22, 2019, 2:45 p.m.

## BOARD OF COUNSELING

### Withdrawal of Proposed Regulation

Title of Regulation: **18VAC115-20. Regulations Governing the Practice of Professional Counseling (amending 18VAC115-20-49).**

Statutory Authority: § 54.1-2400 of the Code of Virginia.

Notice is hereby given that the Board of Counseling has WITHDRAWN the proposed regulatory action for 18VAC115-20, Regulations Governing the Practice of Professional Counseling, which was published in 33:19 VA.R. 2132-2141 May 15, 2017. On November 22, 2019, the Board of Counseling voted to withdraw its proposed action to require Council for Accreditation of Counseling and Related Educational Programs (CACREP) accreditation for counseling education programs. In doing so, the board acknowledges that there continues to be opposition but has also reiterated its support for accreditation. Accreditation of educational programs is the standard by which health regulatory boards determine quality and consistency.

The core function of the boards that license health professions is the protection of the health and safety of the public, and essential to that responsibility is the assurance of minimal competency to practice. Boards have neither the expertise nor the resources to evaluate every educational program to determine whether its offerings, its facilities, and its faculty meet minimal standards. Accordingly, health regulatory boards rely on national accrediting bodies to perform that function. In social work, the board requires graduation from a program accredited by the Council on Social Work Education. In psychology, the board relies on accreditation of programs by the American Psychological Association in clinical or counseling psychology. Likewise, other boards at the Department of Health Professions require graduation from a program with national accreditation as an indication of competency in educational preparation to practice.

Statements made during official comment periods and by persons outside of comment periods have contained inaccuracies. For example, CACREP does not require all faculty to be graduates of a CACREP-accredited program. Only about half of classes must be taught by core faculty, and that faculty must have a background in counselor education; the rest of the faculty may come from other disciplines. Likewise, numerous comments have been made about the board's attempt to limit licensure by endorsement to only applicants from CACREP-accredited programs. To the contrary, the board has proposed additional options to its current requirements for licensure by endorsement that provide greater opportunity for applicants from other states. While the Board of Counseling acknowledges that this may not be the appropriate time for promulgating this regulation, it firmly believes that accreditation is the best way to assure educational competency and protect the public.

Agency Contact: Jaime Hoyle, Executive Director, Board of Counseling, 9960 Mayland Drive, Suite 300, Richmond, VA 23233, telephone (804) 367-4406, FAX (804) 527-4435, or email jaime.hoyle@dhp.virginia.gov.

VA.R. Doc. No. R14-36; Filed December 5, 2019, 11:38 a.m.

## Emergency Regulation

Titles of Regulations: **18VAC115-20. Regulations Governing the Practice of Professional Counseling (amending 18VAC115-20-10, 18VAC115-20-20, 18VAC115-20-40, 18VAC115-20-52, 18VAC115-20-70, 18VAC115-20-100).**

**18VAC115-50. Regulations Governing the Practice of Marriage and Family Therapy (amending 18VAC115-50-10, 18VAC115-50-20, 18VAC115-50-30, 18VAC115-50-60, 18VAC115-50-70, 18VAC115-50-90).**

**18VAC115-60. Regulations Governing the Practice of Licensed Substance Abuse Treatment Practitioners (amending 18VAC115-60-10, 18VAC115-60-20, 18VAC115-60-40, 18VAC115-60-80, 18VAC115-60-90, 18VAC115-60-110).**

Statutory Authority: §§ 54.1-2400 and 54.1-3505 of the Code of Virginia.

Effective Dates: December 23, 2019, through June 22, 2021.

Agency Contact: Jaime Hoyle, Executive Director, Board of Counseling, 9960 Mayland Drive, Suite 300, Richmond, VA 23233, telephone (804) 367-4406, FAX (804) 527-4435, or email jaime.hoyle@dhp.virginia.gov.

Preamble:

*Section 2.2-4011 B of the Code of Virginia states that agencies may adopt emergency regulations in situations in which Virginia statutory law or the appropriation act or federal law or federal regulation requires that a regulation be effective in 280 days or less from its enactment, and the regulation is not exempt under the provisions of § 2.2-4006 A 4 of the Code of Virginia.*

*Amendments provide for the issuance of a temporary license for a residency in counseling for professional counselors, marriage and family therapists, and substance abuse treatment practitioners, including (i) setting fees for initial and renewal of a resident license, (ii) establishing qualifications for the issuance of a license and for its renewal, (iii) limiting the number of times a resident may renew the temporary license, and (iv) setting a time limit for passage of the licensing examination.*

Part I
General Provisions

**18VAC115-20-10. Definitions.**

A. The following words and terms when used in this chapter shall have the meaning ascribed to them in § 54.1-3500 of the Code of Virginia:

"Board"

"Counseling"

"Professional counselor"

B. The following words and terms when used in this chapter shall have the following meanings, unless the context clearly indicates otherwise:

"Ancillary counseling services" means activities such as case management, recordkeeping, referral, and coordination of services.

"Applicant" means any individual who has submitted an official application and paid the application fee for licensure as a professional counselor.

"CACREP" means the Council for Accreditation of Counseling and Related Educational Programs.

"Candidate for licensure" means a person who has satisfactorily completed all educational and experience requirements for licensure and has been deemed eligible by the board to sit for its examinations.

"Clinical counseling services" means activities such as assessment, diagnosis, treatment planning, and treatment implementation.

"Competency area" means an area in which a person possesses knowledge and skill and the ability to apply them in the clinical setting.

"CORE" means Council on Rehabilitation Education.

"Exempt setting" means an agency or institution in which licensure is not required to engage in the practice of counseling according to the conditions set forth in § 54.1-3501 of the Code of Virginia.

"Face-to-face" means the in-person delivery of clinical counseling services for a client.

"Group supervision" means the process of clinical supervision of no more than six persons in a group setting provided by a qualified supervisor.

"Internship" means a formal academic course from a regionally accredited college or university in which supervised, practical experience is obtained in a clinical setting in the application of counseling principles, methods, and techniques.

"Jurisdiction" means a state, territory, district, province, or country that has granted a professional certificate or license to practice a profession, use a professional title, or hold oneself out as a practitioner of that profession.

"Nonexempt setting" means a setting that does not meet the conditions of exemption from the requirements of licensure to engage in the practice of counseling as set forth in § 54.1-3501 of the Code of Virginia.

"Regional accrediting agency" means one of the regional accreditation agencies recognized by the U.S. Secretary of Education responsible for accrediting senior postsecondary institutions.

"Residency" means a postgraduate, supervised, clinical experience ~~registered with the board~~.

"Resident" means an individual who has ~~submitted~~ a supervisory contract and has ~~received board approval~~ been issued a temporary license by the board to provide clinical services in professional counseling under supervision.

"Supervision" means the ongoing process performed by a supervisor who monitors the performance of the person supervised and provides regular, documented individual or group consultation, guidance, and instruction that is specific to the clinical counseling services being performed with respect to the clinical skills and competencies of the person supervised.

"Supervisory contract" means an agreement that outlines the expectations and responsibilities of the supervisor and resident in accordance with regulations of the board.

**18VAC115-20-20. Fees required by the board.**

A. The board has established the following fees applicable to licensure as a professional counselor or a resident in counseling:

| | |
|---|---|
| ~~Active annual license renewal~~ | ~~$130~~ |
| ~~Inactive annual license renewal~~ | ~~$65~~ |
| Initial licensure by examination: Application processing and initial licensure as a professional counselor | $175 |
| Initial licensure by endorsement: Application processing and initial licensure as a professional counselor | $175 |
| ~~Registration of supervision~~ Application and initial licensure as a resident in counseling | $65 |
| ~~Add or change supervisor~~ Pre-review of education only | ~~$30~~ $75 |
| Duplicate license | $10 |
| Verification of licensure to another jurisdiction | $30 |
| Active annual license renewal for a professional counselor | $130 |
| Inactive annual license renewal for a professional counselor | $65 |
| Annual renewal for resident in counseling | $30 |
| Late renewal for a professional counselor | $45 |
| Late renewal for a resident in counseling | $10 |
| Reinstatement of a lapsed license for a professional counselor | $200 |
| Reinstatement following revocation or suspension | $600 |
| Replacement of or additional wall certificate | $25 |
| Returned check | $35 |
| ~~Reinstatement following revocation or suspension~~ | ~~$600~~ |

B. All fees are nonrefundable.

C. Examination fees shall be determined and made payable as determined by the board.

Part II
Requirements for Licensure as a Professional Counselor

**18VAC115-20-40. Prerequisites for licensure by examination.**

Every applicant for licensure examination by the board shall:

1. Meet the degree program requirements prescribed in 18VAC115-20-49, the ~~course work~~ coursework requirements prescribed in 18VAC115-20-51, and the experience requirements prescribed in 18VAC115-20-52;

2. Pass the licensure examination specified by the board;

3. Submit the following to the board:

a. A completed application;

b. Official transcripts documenting the applicant's completion of the degree program and coursework requirements prescribed in 18VAC115-20-49 and 18VAC115-20-51. Transcripts previously submitted for ~~registration of supervision~~ board approval of a resident license do not have to be resubmitted unless additional coursework was subsequently obtained;

c. Verification of ~~Supervision~~ supervision forms documenting fulfillment of the residency requirements of 18VAC115-20-52 and copies of all required evaluation forms, including verification of current licensure of the supervisor if any portion of the residency occurred in another jurisdiction;

d. Verification of any other mental health or health professional license or certificate ever held in another jurisdiction;

e. The application processing and initial licensure fee as prescribed in 18VAC115-20-20; and

f. A current report from the U.S. Department of Health and Human Services National Practitioner Data Bank (NPDB); and

4. Have no unresolved disciplinary action against a mental health or health professional license or certificate held in

Virginia or in another jurisdiction. The board will consider history of disciplinary action on a case-by-case basis.

**18VAC115-20-52. ~~Residency~~ Resident license and requirements for a residency.**

A. ~~Registration~~ Resident license. Applicants ~~who render~~ for temporary licensure as a resident in counseling ~~services~~ shall:

1. ~~With their supervisor, register their supervisory contract on the appropriate forms for board approval before starting to practice under supervision~~ Apply for licensure on a form provided by the board to include the following: (i) verification of a supervisory contract; (ii) the name and licensure number of the clinical supervisor and location for the supervised practice; and (iii) an attestation that the applicant will be providing clinical counseling services;

2. Have submitted an official transcript documenting a graduate degree ~~as~~ that meets the requirements specified in 18VAC115-20-49 to include completion of the coursework and internship requirement specified in 18VAC115-20-51; ~~and~~

3. Pay the registration fee;

4. Submit a current report from the U.S. Department of Health and Human Services National Practitioner Data Bank (NPDB); and

5. Have no unresolved disciplinary action against a mental health or health professional license, certificate, or registration in Virginia or in another jurisdiction. The board will consider the history of disciplinary action on a case-by-case basis.

B. Residency requirements.

1. The applicant for licensure as a professional counselor shall have completed a 3,400-hour supervised residency in the role of a professional counselor working with various populations, clinical problems, and theoretical approaches in the following areas:

a. Assessment and diagnosis using psychotherapy techniques;

b. Appraisal, evaluation, and diagnostic procedures;

c. Treatment planning and implementation;

d. Case management and recordkeeping;

e. Professional counselor identity and function; and

f. Professional ethics and standards of practice.

2. The residency shall include a minimum of 200 hours of in-person supervision between supervisor and resident in the consultation and review of clinical counseling services provided by the resident. Supervision shall occur at a minimum of one hour and a maximum of four hours per 40 hours of work experience during the period of the residency. For the purpose of meeting the 200-hour supervision requirement, in-person may include the use of secured technology that maintains client confidentiality and provides real-time, visual contact between the supervisor and the resident. Up to 20 hours of the supervision received during the supervised internship may be counted ~~towards~~ toward the 200 hours of in-person supervision if the supervision was provided by a licensed professional counselor.

3. No more than half of the 200 hours may be satisfied with group supervision. One hour of group supervision will be deemed equivalent to one hour of individual supervision.

4. Supervision that is not concurrent with a residency will not be accepted, nor will residency hours be accrued in the absence of approved supervision.

5. The residency shall include at least 2,000 hours of face-to-face client contact in providing clinical counseling services. The remaining hours may be spent in the performance of ancillary counseling services.

6. A graduate-level internship in excess of 600 hours, which was completed in a program that meets the requirements set forth in 18VAC115-20-49, may count for up to an additional 300 hours ~~towards~~ toward the requirements of a residency.

7. Supervised practicum and internship hours in a CACREP-accredited doctoral counseling program may be accepted for up to 900 hours of the residency requirement and up to 100 of the required hours of supervision provided the supervisor holds a current, unrestricted license as a professional counselor.

8. The residency shall be completed in not less than 21 months or more than four years. Residents who began a residency before August 24, 2016, shall complete the residency by August 24, 2020. An individual who does not complete the residency after four years shall submit evidence to the board showing why the supervised experience should be allowed to continue. A resident shall meet the renewal requirements of subsection C of 18VAC115-20-100 in order to maintain a license in current, active status.

9. The board may consider special requests in the event that the regulations create an undue burden in regard to geography or disability that limits the resident's access to qualified supervision.

10. Residents may not call themselves professional counselors, directly bill for services rendered, or in any way represent themselves as independent, autonomous practitioners or professional counselors. During the residency, residents shall use their names and the initials of their degree, their resident license number, and the title

"Resident in Counseling" in all written communications. Clients shall be informed in writing ~~of the resident's status~~ that the resident does not have authority for independent practice and is under supervision and shall provide the supervisor's name, professional address, and phone number.

11. Residents shall not engage in practice under supervision in any areas for which they have not had appropriate education.

12. Residency hours approved by the licensing board in another United States jurisdiction that meet the requirements of this section shall be accepted.

C. Supervisory qualifications. A person who provides supervision for a resident in professional counseling shall:

1. Document two years of post-licensure clinical experience;

2. Have received professional training in supervision, consisting of three credit hours or 4.0 quarter hours in graduate-level coursework in supervision or at least 20 hours of continuing education in supervision offered by a provider approved under 18VAC115-20-106; and

3. Hold an active, unrestricted license as a professional counselor or a marriage and family therapist in the jurisdiction where the supervision is being provided. At least 100 hours of the supervision shall be rendered by a licensed professional counselor. Supervisors who are substance abuse treatment practitioners, school psychologists, clinical psychologists, clinical social workers, or psychiatrists and have been approved to provide supervision may continue to do so until August 24, 2017.

D. Supervisory responsibilities.

1. Supervision by any individual whose relationship to the resident compromises the objectivity of the supervisor is prohibited.

2. The supervisor of a resident shall assume full responsibility for the clinical activities of that resident specified within the supervisory contract for the duration of the residency.

3. The supervisor shall complete evaluation forms to be given to the resident at the end of each three-month period.

4. The supervisor shall report the total hours of residency and shall evaluate the applicant's competency in the six areas stated in subdivision B 1 of this section.

5. The supervisor shall provide supervision as defined in 18VAC115-20-10.

E. Applicants shall document successful completion of their residency on the Verification of Supervision Form at the time of application. Applicants must receive a satisfactory competency evaluation on each item on the evaluation sheet. Supervised experience obtained prior to April 12, 2000, may be accepted toward licensure if this supervised experience met the board's requirements that were in effect at the time the supervision was rendered.

Part III
Examinations

**18VAC115-20-70. General examination requirements; schedules; time limits.**

A. Every applicant for initial licensure by examination by the board as a professional counselor shall pass a written examination as prescribed by the board. An applicant is required to have passed the prescribed examination within six years from the date of initial issuance of a resident license by the board.

B. Every applicant for licensure by endorsement shall have passed a licensure examination in the jurisdiction in which licensure was obtained.

~~C. A candidate approved to sit for the examination shall pass the examination within two years from the date of such initial approval. If the candidate has not passed the examination by the end of the two-year period here prescribed:~~

~~1. The initial approval to sit for the examination shall then become invalid; and~~

~~2. The applicant shall file a new application with the board, meet the requirements in effect at that time, and provide evidence of why the board should approve the reapplication for examination. If approved by the board, the applicant shall pass the examination within two years of such approval. If the examination is not passed within the additional two-year period, a new application will not be accepted.~~

~~D.~~ C. The board shall establish a passing score on the written examination.

~~E.~~ D. A ~~candidate for examination or an applicant shall not provide clinical counseling services unless he is under supervision approved by the board~~ resident shall remain in a residency practicing under supervision until the resident has passed the licensure examination and been granted a license as a professional counselor.

Part IV
Licensure Renewal; Reinstatement

**18VAC115-20-100. Annual renewal of licensure.**

~~A. All licensees shall renew licenses on or before June 30 of each year.~~

~~B.~~ A. Every ~~license holder~~ licensed professional counselor who intends to continue an active practice shall submit to the board on or before June 30 of each year:

1. A completed form for renewal of the license on which the licensee attests to compliance with the continuing competency requirements prescribed in this chapter; and

2. The renewal fee prescribed in 18VAC115-20-20.

~~C.~~ B. A ~~licensee~~ licensed professional counselor who wishes to place his license in an inactive status may do so upon payment of the inactive renewal fee as established in 18VAC115-20-20. No person shall practice counseling in Virginia unless he holds a current active license. A licensee who has placed himself in inactive status may become active by fulfilling the reactivation requirements set forth in subsection C of 18VAC115-20-110 ~~C~~.

C. For renewal of a resident license in counseling, the following shall apply:

1. A resident license shall expire annually in the month the resident license was initially issued and may be renewed up to five times by submission of the renewal form and payment of the fee prescribed in 18VAC115-20-20.

2. On the annual renewal, the resident shall attest that a supervisory contract is in effect with a board-approved supervisor for each of the locations at which the resident is currently providing clinical counseling services.

3. On the annual renewal, the resident in counseling shall attest to completion of three hours in continuing education courses that emphasize the ethics, standards of practice, or laws governing behavioral science professions in Virginia, offered by an approved provider as set forth in subsection B of 18VAC115-20-106.

D. Licensees shall notify the board of a change in the address of record or the public address, if different from the address of record within 60 days. Failure to receive a renewal notice from the board shall not relieve the license holder from the renewal requirement.

E. Practice with an expired license is prohibited and may constitute grounds for disciplinary action.

NOTICE: Forms used in administering the regulation have been filed by the agency. The forms are not being published; however, online users of this issue of the Virginia Register of Regulations may click on the name of a form with a hyperlink to access it. The forms are also available from the agency contact or may be viewed at the Office of the Registrar of Regulations, 900 East Main Street, 11th Floor, Richmond, Virginia 23219.

FORMS (18VAC115-20)

Registration of Supervision - Post Graduate Degree Supervised Experience, LPC Form 1 (rev. 2/2011)

Quarterly Evaluation, LPC Form 1-QE (rev. 2/2011)

Licensure Verification of Out-of-State Supervisor, LPC Form 1-LV (rev. 2/2011)

Licensure Application, LPC Form 2 (rev. 2/2011)

Verification of Supervision – Post-Graduate Degree Supervised Experience, LPC Form 2-VS (rev. 2/2011)

Coursework Outline Form, LPC Form 2-CO (rev. 2/2011)

Verification of Internship Hours Towards the Residency, LPC Form 2-IR (rev. 2/2011)

Verification of Internship, LPC Form 2-VI (rev. 2/2011)

Verification of Licensure, LPC Form 2-VL (rev. 2/2011)

Supervision Outline - Examination Applicants Only, LPC Form 2-SO (rev. 2/2011)

Verification of Clinical Practice, 5 of Last 6 Years Immediately Preceding Submission of Application for Licensure, LPC Form-ECP (rev. 2/2011)

Continuing Education Summary Form (LPC) (rev. 3/2009)

Application for Reinstatement of a Lapsed License (rev. 8/2007)

Application for Reinstatement of a Revoked, Suspended, or Surrendered License (rev. 8/2007)

Application Instructions for Temporary Licensure as a Resident in Counseling (rev. 12/2019)

**18VAC115-50-10. Definitions.**

A. The following words and terms when used in this chapter shall have the meaning ascribed to them in § 54.1-3500 of the Code of Virginia: (i) "board," (ii) "marriage and family therapy," (iii) "marriage and family therapist," and (iv) "practice of marriage and family therapy."

B. The following words and terms when used in this chapter shall have the following meanings, unless the context clearly indicates otherwise:

"Ancillary counseling services" means activities such as case management, recordkeeping, referral, and coordination of services.

"CACREP" means the Council for Accreditation of Counseling and Related Educational Programs.

"COAMFTE" means the Commission on Accreditation for Marriage and Family Therapy Education.

"Clinical marriage and family services" means activities such as assessment, diagnosis, and treatment planning and treatment implementation for couples and families.

"Face-to-face" means the in-person delivery of clinical marriage and family services for a client.

"Internship" means a formal academic course from a regionally accredited university in which supervised practical

experience is obtained in a clinical setting in the application of counseling principles, methods, and techniques.

"Regional accrediting agency" means one of the regional accreditation agencies recognized by the U.S. Secretary of Education as responsible for accrediting senior post-secondary institutions and training programs.

"Residency" means a postgraduate, supervised, clinical experience ~~registered with the board~~.

"Resident" means an individual who has ~~submitted~~ a supervisory contract ~~to the board~~ and has ~~received~~ been issued a temporary license by the board ~~approval~~ to provide clinical services in marriage and family therapy under supervision.

"Supervision" means an ongoing process performed by a supervisor who monitors the performance of the person supervised and provides regular, documented, individual or group consultation, guidance, and instruction with respect to the clinical skills and competencies of the person ~~or persons~~ being supervised.

"Supervisory contract" means an agreement that outlines the expectations and responsibilities of the supervisor and resident in accordance with regulations of the board.

**18VAC115-50-20. Fees.**

A. The board has established fees for the following:

| | |
|---|---|
| ~~Registration of supervision~~ Application and initial licensure as a resident | $65 |
| ~~Add or change supervisor~~ Pre-review of education only | ~~$30~~ $75 |
| Initial licensure by examination: Processing and initial licensure as a marriage and family therapist | $175 |
| Initial licensure by endorsement: Processing and initial licensure as a marriage and family therapist | $175 |
| Active annual license renewal for a marriage and family therapist | $130 |
| Inactive annual license renewal for a marriage and family therapist | $65 |
| Annual renewal for resident in marriage and family therapy | $30 |
| Penalty for late renewal for a marriage and family therapist | $45 |
| Late renewal for resident in marriage and family therapy | $10 |
| Reinstatement of a lapsed license for a marriage and family therapist | $200 |
| Verification of license to another jurisdiction | $30 |
| Additional or replacement licenses | $10 |
| Additional or replacement wall certificates | $25 |
| Returned check | $35 |
| Reinstatement following revocation or suspension | $600 |

B. All fees are nonrefundable.

C. Examination fees shall be determined and made payable as determined by the board.

**18VAC115-50-30. Application for licensure as a marriage and family therapist by examination.**

Every applicant for licensure by examination by the board shall:

1. Meet the education and experience requirements prescribed in 18VAC115-50-50, 18VAC115-50-55, and 18VAC115-50-60;

2. Meet the examination requirements prescribed in 18VAC115-50-70;

3. Submit to the board office the following items:

a. A completed application;

b. The application processing and initial licensure fee prescribed in 18VAC115-50-20;

c. Documentation~~,~~ on the appropriate forms~~,~~ of the successful completion of the residency requirements of 18VAC115-50-60 along with documentation of the supervisor's out-of-state license where applicable;

d. Official ~~transcript or~~ transcripts submitted from the appropriate institutions of higher education, verifying satisfactory completion of the education requirements set forth in 18VAC115-50-50 and 18VAC115-50-55. Previously submitted transcripts for ~~registration of supervision~~ board approval of a resident license do not have to be resubmitted unless additional coursework was subsequently obtained;

e. Verification on a board-approved form of any mental health or health out-of-state license, certification, or registration ever held in another jurisdiction; and

f. A current report from the U.S. Department of Health and Human Services National Practitioner Data Bank (NPDB); and

4. Have no unresolved disciplinary action against a mental health or health professional license or certificate held in Virginia or in another jurisdiction. The board will consider history of disciplinary action on a case-by-case basis.

**18VAC115-50-60. ~~Residency~~ Resident license and requirements for a residency.**

A. ~~Registration~~ Resident license. Applicants ~~who render~~ for temporary licensure as a resident in marriage and family therapy ~~services~~ shall:

1. ~~With their supervisor, register their supervisory contract on the appropriate forms for board approval before starting to practice under supervision~~ Apply for licensure on a form provided by the board to include the following: (i) verification of a supervisory contract; (ii) the name and licensure number of the supervisor and location for the supervised practice; and (iii) an attestation that the applicant will be providing marriage and family services.

2. Have submitted an official transcript documenting a graduate degree as that meets the requirements specified in 18VAC115-50-50 to include completion of the coursework and internship requirement specified in 18VAC115-50-55; ~~and~~

3. Pay the registration fee;

4. Submit a current report from the U.S. Department of Health and Human Services National Practitioner Data Bank (NPDB); and

5. Have no unresolved disciplinary action against a mental health or health professional license, certificate, or registration in Virginia or in another jurisdiction. The board will consider the history of disciplinary action on a case-by-case basis.

B. Residency requirements.

1. The applicant for licensure as a marriage and family therapist shall have completed no fewer than 3,400 hours of supervised residency in the role of a marriage and family therapist, to include 200 hours of in-person supervision with the supervisor in the consultation and review of marriage and family services provided by the resident. For the purpose of meeting the 200 hours of supervision required for a residency, in-person may also include the use of technology that maintains client confidentiality and provides real-time, visual contact between the supervisor and the resident. At least one-half of the 200 hours of supervision shall be rendered by a licensed marriage and family therapist.

a. Residents shall receive a minimum of one hour and a maximum of four hours of supervision for every 40 hours of supervised work experience.

b. No more than 100 hours of the supervision may be acquired through group supervision, with the group consisting of no more than six residents. One hour of group supervision will be deemed equivalent to one hour of individual supervision.

c. Up to 20 hours of the supervision received during the supervised internship may be counted ~~towards~~ toward the 200 hours of in-person supervision if the supervision was provided by a licensed marriage and family therapist or a licensed professional counselor.

2. The residency shall include documentation of at least 2,000 hours in clinical marriage and family services of which 1,000 hours shall be face-to-face client contact with couples or families or both. The remaining hours may be spent in the performance of ancillary counseling services. For applicants who hold current, unrestricted licensure as a professional counselor, clinical psychologist, or clinical social worker, the remaining hours may be waived.

3. The residency shall consist of practice in the core areas set forth in 18VAC115-50-55.

4. The residency shall begin after the completion of a master's degree in marriage and family therapy or a related discipline as set forth in 18VAC115-50-50.

5. A graduate-level internship in excess of 600 hours, which was completed in a program that meets the requirements set forth in 18VAC115-50-50, may count for up to an additional 300 hours ~~towards~~ toward the requirements of a residency.

6. Supervised practicum and internship hours in a COAMFTE-accredited or a CACREP-accredited doctoral program in marriage and family therapy or counseling may be accepted for up to 900 hours of the residency requirement and up to 100 of the required hours of supervision provided the supervisor holds a current, unrestricted license as a marriage and family therapist or professional counselor.

7. The board may consider special requests in the event that the regulations create an undue burden in regard to geography or disability ~~which~~ that limits the resident's access to qualified supervision.

8. Residents shall not call themselves marriage and family therapists, directly bill for services rendered, or in any way represent themselves as marriage and family therapists. During the residency, residents may use their names, the initials of their degree, their resident license number, and the title "Resident in Marriage and Family Therapy." Clients shall be informed in writing ~~of the resident's status~~ that the resident does not have authority for independent practice and is under supervision, along with the name, address, and telephone number of the resident's supervisor.

9. Residents shall not engage in practice under supervision in any areas for which they do not have appropriate education.

10. The residency shall be completed in not less than 21 months or more than four years. Residents who began a residency before August 24, 2016, shall complete the

residency by August 24, 2020. An individual who does not complete the residency after four years shall submit evidence to the board showing why the supervised experience should be allowed to continue. A resident shall meet the renewal requirements of subsection C of 18VAC115-50-90 in order to maintain a resident license in current, active status.

11. Residency hours that are approved by the licensing board in another United States jurisdiction and that meet the requirements of this section shall be accepted.

C. Supervisory qualifications. A person who provides supervision for a resident in marriage and family therapy shall:

1. Hold an active, unrestricted license as a marriage and family therapist or professional counselor in the jurisdiction where the supervision is being provided;

2. Document two years post-licensure marriage and family therapy experience; and

3. Have received professional training in supervision, consisting of three credit hours or 4.0 quarter hours in graduate-level coursework in supervision or at least 20 hours of continuing education in supervision offered by a provider approved under 18VAC115-50-96. At least one-half of the 200 hours of supervision shall be rendered by a licensed marriage and family therapist. Supervisors who are clinical psychologists, clinical social workers, or psychiatrists and have been approved to provide supervision may continue to do so until August 24, 2017.

D. Supervisory responsibilities.

1. The supervisor shall complete evaluation forms to be given to the resident at the end of each three-month period. The supervisor shall report the total hours of residency and evaluate the applicant's competency to the board.

2. Supervision by an individual whose relationship to the resident is deemed by the board to compromise the objectivity of the supervisor is prohibited.

3. The supervisor shall provide supervision as defined in 18VAC115-50-10 and shall assume full responsibility for the clinical activities of residents as specified within the supervisory contract~~,~~ for the duration of the residency.

**18VAC115-50-70. General examination requirements.**

A. All applicants for initial licensure shall pass an examination, as prescribed by the board, with a passing score as determined by the board. The examination is waived for an applicant who holds a current and unrestricted license as a professional counselor issued by the board.

B. ~~The examination shall concentrate on the core areas of marriage and family therapy set forth in subsection A of 18VAC115-50-55~~ An applicant is required to pass the prescribed examination within six years from the date of initial issuance of a resident license by the board.

~~C. A candidate approved to sit for the examination shall pass the examination within two years from the initial notification date of approval. If the candidate has not passed the examination within two years from the date of initial approval:~~

~~1. The initial approval to sit for the examination shall then become invalid; and~~

~~2. The applicant shall file a new application with the board, meet the requirements in effect at that time, and provide evidence of why the board should approve the reapplication for examination. If approved by the board, the candidate shall pass the examination within two years of such approval. If the examination is not passed within the additional two year period, a new application will not be accepted.~~

~~D. Applicants or candidates for examination shall not provide marriage and family services unless they are under supervision approved by the board~~ C. A resident shall remain in a residency practicing under supervision until the resident has passed the licensure examination and been granted a license as a marriage and family therapist.

**18VAC115-50-90. Annual renewal of license.**

~~A. All licensees shall renew licenses on or before June 30 of each year.~~

~~B.~~ A. All ~~licensees~~ licensed marriage and family therapists who intend to continue an active practice shall submit to the board on or before June 30 of each year:

1. A completed form for renewal of the license on which the licensee attests to compliance with the continuing competency requirements prescribed in this chapter; and

2. The renewal fee prescribed in 18VAC115-50-20.

~~C.~~ B. A ~~licensee~~ licensed marriage and family therapist who wishes to place his license in an inactive status may do so upon payment of the inactive renewal fee as established in 18VAC115-50-20. No person shall practice marriage and family therapy in Virginia unless he holds a current active license. A licensee who has placed himself in inactive status may become active by fulfilling the reactivation requirements set forth in 18VAC115-50-100 C.

C. For renewal of a resident license in marriage and family therapy, the following shall apply:

1. A resident license shall expire annually in the month the license was initially issued and may be renewed up to five times by submission of the renewal form and payment of the fee prescribed in 18VAC115-50-20.

2. On the annual renewal, the resident shall attest that a supervisory contract is in effect with a board-approved

supervisor for each of the locations at which the resident is currently providing marriage and family therapy.

3. On the annual renewal, residents in marriage and family therapy shall attest to completion of three hours in continuing education courses that emphasize the ethics, standards of practice, or laws governing behavioral science professions in Virginia, offered by an approved provider as set forth in subsection B of 18VAC115-50-96.

D. Licensees shall notify the board of a change in the address of record or the public address, if different from the address of record within 60 days. Failure to receive a renewal notice from the board shall not relieve the license holder from the renewal requirement.

E. After the renewal date, the license is expired; practice with an expired license is prohibited and may constitute grounds for disciplinary action.

NOTICE: Forms used in administering the regulation have been filed by the agency. The forms are not being published; however, online users of this issue of the Virginia Register of Regulations may click on the name of a form with a hyperlink to access it. The forms are also available from the agency contact or may be viewed at the Office of the Registrar of Regulations, 900 East Main Street, 11th Floor, Richmond, Virginia 23219.

FORMS (18VAC115-50)

Licensure Application - Marriage and Family Therapist, MFT Form 2 (rev. 2/2011)

Verification of Licensure, MFT Form 2-VL (rev. 2/2011)

Verification of Supervision – Post-Graduate Degree Supervised Experience, MFT Form 2-VS (rev. 2/2011)

Licensure Verification of Out-of-State Supervisor, MFT Form 1-LV (rev. 2/2011)

Quarterly Evaluation, MFT Form 1-QE (rev. 2/2011)

Coursework Outline Form, MFT Form 2-CO (rev. 2/2011)

Verification of Internship, MFT Form 2-VI (rev. 2/2011)

Verification of Internship Hours Towards the Residency, MFT Form 2-IR (rev. 2/2011)

Supervision Outline - Examination Applicants Only, MFT Form 2-SO (rev. 2/2011)

Verification of Clinical Practice 5 of Last 6 Years Immediately Preceding Submission for Application of Licensure, Endorsement Applicants Only, Form MFT-ECP (rev. 2/2011)

Registration of Supervision - Post Graduate Degree Supervised Experience, MFT Form 1 (rev. 2/2011)

Application for Reinstatement of a Lapsed License (rev. 8/2007)

Continuing Education Summary Form (LMFT) (rev. 3/2009)

Applications Instructions - Temporary Licensure as a Resident in Marriage and Family Therapy (rev. 12/2019)

## Part I
## General Provisions

**18VAC115-60-10. Definitions.**

A. The following words and terms when used in this chapter shall have the meaning ascribed to them in § 54.1-3500 of the Code of Virginia:

"Board"

"Licensed substance abuse treatment practitioner"

"Substance abuse"

"Substance abuse treatment"

B. The following words and terms when used in this chapter shall have the following meanings, unless the context clearly indicates otherwise:

"Ancillary services" means activities such as case management, recordkeeping, referral, and coordination of services.

"Applicant" means any individual who has submitted an official application and paid the application fee for licensure as a substance abuse treatment practitioner.

"CACREP" means the Council for Accreditation of Counseling and Related Educational Programs.

"Candidate for licensure" means a person who has satisfactorily completed all educational and experience requirements for licensure and has been deemed eligible by the board to sit for its examinations.

"Clinical substance abuse treatment services" means activities such as assessment, diagnosis, treatment planning, and treatment implementation.

"COAMFTE" means the Commission on Accreditation for Marriage and Family Therapy Education.

"Competency area" means an area in which a person possesses knowledge and skill and the ability to apply them in the clinical setting.

"Exempt setting" means an agency or institution in which licensure is not required to engage in the practice of substance abuse treatment according to the conditions set forth in § 54.1-3501 of the Code of Virginia.

"Face-to-face" means the in-person delivery of clinical substance abuse treatment services for a client.

"Group supervision" means the process of clinical supervision of no more than six persons in a group setting provided by a qualified supervisor.

"Internship" means a formal academic course from a regionally accredited university in which supervised, practical experience is obtained in a clinical setting in the application of counseling principles, methods, and techniques.

"Jurisdiction" means a state, territory, district, province, or country ~~which~~ that has granted a professional certificate or license to practice a profession, use a professional title, or hold oneself out as a practitioner of that profession.

"Nonexempt setting" means a setting ~~which~~ that does not meet the conditions of exemption from the requirements of licensure to engage in the practice of substance abuse treatment as set forth in § 54.1-3501 of the Code of Virginia.

"Regional accrediting agency" means one of the regional accreditation agencies recognized by the U.S. Secretary of Education responsible for accrediting senior postsecondary institutions.

"Residency" means a postgraduate, supervised, clinical experience ~~registered with the board~~.

"Resident" means an individual who has ~~submitted~~ a supervisory contract and has ~~received board approval~~ been issued a temporary license by the board to provide clinical services in substance abuse treatment under supervision.

"Supervision" means the ongoing process performed by a supervisor who monitors the performance of the person supervised and provides regular, documented individual or group consultation, guidance, and instruction with respect to the clinical skills and competencies of the person supervised.

"Supervisory contract" means an agreement that outlines the expectations and responsibilities of the supervisor and resident in accordance with regulations of the board.

**18VAC115-60-20. Fees required by the board.**

A. The board has established the following fees applicable to licensure as a substance abuse treatment practitioner or resident in substance abuse treatment:

| | |
|---|---|
| ~~Registration of supervision (initial)~~ Application and initial licensure as a resident in substance abuse treatment | $65 |
| ~~Add/change supervisor~~ Pre-review of education only | ~~$30~~ $75 |
| Initial licensure by examination: Processing and initial licensure as a substance abuse treatment practitioner | $175 |
| Initial licensure by endorsement: Processing and initial licensure as a substance abuse treatment practitioner | $175 |
| Active annual license renewal for a substance abuse treatment practitioner | $130 |
| Inactive annual license renewal for a substance abuse treatment practitioner | $65 |
| Annual renewal for resident in substance abuse treatment | $30 |
| Duplicate license | $10 |
| Verification of license to another jurisdiction | $30 |
| Late renewal for a substance abuse treatment practitioner | $45 |
| Late renewal for a resident in substance abuse treatment | $10 |
| Reinstatement of a lapsed license of a substance abuse treatment practitioner | $200 |
| Replacement of or additional wall certificate | $25 |
| Returned check | $35 |
| Reinstatement following revocation or suspension | $600 |

B. All fees are nonrefundable.

C. Examination fees shall be determined and made payable as determined by the board.

Part II
Requirements for Licensure as a Substance Abuse Treatment Practitioner

**18VAC115-60-40. Application for licensure by examination.**

Every applicant for licensure by examination by the board shall:

1. Meet the degree program, coursework, and experience requirements prescribed in 18VAC115-60-60, 18VAC115-60-70, and 18VAC115-60-80;

2. Pass the examination required for initial licensure as prescribed in 18VAC115-60-90;

3. Submit the following items to the board:

a. A completed application;

b. Official transcripts documenting the applicant's completion of the degree program and coursework requirements prescribed in 18VAC115-60-60 and 18VAC115-60-70. Transcripts previously submitted for ~~registration of supervision~~ board approval of a resident license do not have to be resubmitted unless additional coursework was subsequently obtained;

c. Verification of supervision forms documenting fulfillment of the residency requirements of 18VAC115-60-80 and copies of all required evaluation forms, including verification of current licensure of the supervisor of any portion of the residency occurred in another jurisdiction;

d. Documentation of any other mental health or health professional license or certificate ever held in another jurisdiction;

e. The application processing and initial licensure fee as prescribed in 18VAC115-60-20; and

f. A current report from the U.S. Department of Health and Human Services National Practitioner Data Bank (NPDB); and

4. Have no unresolved disciplinary action against a mental health or health professional license or certificate held in Virginia or in another jurisdiction. The board will consider history of disciplinary action on a case-by-case basis.

**18VAC115-60-80. ~~Residency~~ Resident license and requirements for a residency.**

A. ~~Registration~~ Licensure. Applicants ~~who render~~ for a temporary resident license in substance abuse treatment ~~services~~ shall:

1. ~~With their supervisor, register their supervisory contract on the appropriate forms for board approval before starting to practice under supervision~~ Apply for licensure on a form provided by the board to include the following: (i) verification of a supervisory contract; (ii) the name and licensure number of the supervisor and location for the supervised practice; and (iii) an attestation that the applicant will be providing substance abuse treatment services;

2. Have submitted an official transcript documenting a graduate degree ~~as~~ that meets the requirements specified in 18VAC115-60-60 to include completion of the coursework and internship requirement specified in 18VAC115-60-70; ~~and~~

3. Pay the registration fee;

4. Submit a current report from the U.S. Department of Health and Human Services National Practitioner Data Bank (NPDB); and

5. Have no unresolved disciplinary action against a mental health or health professional license, certificate, or registration in Virginia or in another jurisdiction. The board will consider the history of disciplinary action on a case-by-case basis.

B. Applicants who are beginning their residencies in exempt settings shall register supervision with the board to assure acceptability at the time of application.

C. Residency requirements.

1. The applicant for licensure as a substance abuse treatment practitioner shall have completed no fewer than 3,400 hours in a supervised residency in substance abuse treatment with various populations, clinical problems and theoretical approaches in the following areas:

a. Clinical evaluation;

b. Treatment planning, documentation, and implementation;

c. Referral and service coordination;

d. Individual and group counseling and case management;

e. Client family and community education; and

f. Professional and ethical responsibility.

2. The residency shall include a minimum of 200 hours of in-person supervision between supervisor and resident occurring at a minimum of one hour and a maximum of four hours per 40 hours of work experience during the period of the residency.

a. No more than half of these hours may be satisfied with group supervision.

b. One hour of group supervision will be deemed equivalent to one hour of individual supervision.

c. Supervision that is not concurrent with a residency will not be accepted, nor will residency hours be accrued in the absence of approved supervision.

d. For the purpose of meeting the 200-hour supervision requirement, in-person supervision may include the use of technology that maintains client confidentiality and provides real-time, visual contact between the supervisor and the resident.

e. Up to 20 hours of the supervision received during the supervised internship may be counted ~~towards~~ toward the 200 hours of in-person supervision if the supervision was provided by a licensed professional counselor.

3. The residency shall include at least 2,000 hours of face-to-face client contact in providing clinical substance abuse treatment services with individuals, families, or groups of individuals suffering from the effects of substance abuse or dependence. The remaining hours may be spent in the performance of ancillary services.

4. A graduate level degree internship in excess of 600 hours, which is completed in a program that meets the requirements set forth in 18VAC115-60-70, may count for up to an additional 300 hours ~~towards~~ toward the requirements of a residency.

5. The residency shall be completed in not less than 21 months or more than four years. Residents who began a residency before August 24, 2016, shall complete the residency by August 24, 2020. An individual who does not complete the residency after four years shall submit evidence to the board showing why the supervised experience should be allowed to continue. A resident shall meet the renewal requirements of subsection C of 18VAC115-60-110 in order to maintain a license in current, active status.

6. The board may consider special requests in the event that the regulations create an undue burden in regard to geography or disability ~~which~~ that limits the resident's access to qualified supervision.

7. Residents may not call themselves substance abuse treatment practitioners, directly bill for services rendered, or in any way represent themselves as independent, autonomous practitioners or substance abuse treatment practitioners. During the residency, residents shall use their names and the initials of their degree, their resident license number, and the title "Resident in Substance Abuse Treatment" in all written communications. Clients shall be informed in writing ~~of the resident's status,~~ that the resident does not have authority for independent practice and is under supervision and shall provide the supervisor's name, professional address, and telephone number.

8. Residents shall not engage in practice under supervision in any areas for which they have not had appropriate education.

9. Residency hours that are approved by the licensing board in another United States jurisdiction and that meet the requirements of this section shall be accepted.

D. Supervisory qualifications.

1. A person who provides supervision for a resident in substance abuse treatment shall hold an active, unrestricted license as a professional counselor or substance abuse treatment practitioner in the jurisdiction where the supervision is being provided. Supervisors who are marriage and family therapists, school psychologists, clinical psychologists, clinical social workers, clinical nurse specialists, or psychiatrists and have been approved to provide supervision may continue to do so until August 24, 2017.

2. All supervisors shall document two years post-licensure substance abuse treatment experience and at least 100 hours of didactic instruction in substance abuse treatment. Supervisors must document a three-credit-hour course in supervision, a 4.0-quarter-hour course in supervision, or at least 20 hours of continuing education in supervision offered by a provider approved under 18VAC115-60-116.

E. Supervisory responsibilities.

1. Supervision by any individual whose relationship to the resident compromises the objectivity of the supervisor is prohibited.

2. The supervisor of a resident shall assume full responsibility for the clinical activities of that resident specified within the supervisory contract for the duration of the residency.

3. The supervisor shall complete evaluation forms to be given to the resident at the end of each three-month period.

4. The supervisor shall report the total hours of residency and shall evaluate the applicant's competency in the six areas stated in subdivision C 1 of this section.

F. Documentation of supervision. Applicants shall document successful completion of their residency on the Verification of Supervision form at the time of application. Applicants must receive a satisfactory competency evaluation on each item on the evaluation sheet.

## Part III
## Examinations

**18VAC115-60-90. General examination requirements; ~~schedules;~~ time limits.**

A. Every applicant for ~~initial~~ licensure as a substance abuse treatment practitioner by examination shall pass a written examination as prescribed by the board. Such applicant is required to pass the prescribed examination within six years from the date of initial issuance of a resident license by the board.

B. Every applicant for licensure as a substance abuse treatment practitioner by endorsement shall have passed a substance abuse examination deemed by the board to be substantially equivalent to the Virginia examination.

C. The examination is waived for an applicant who holds a current and unrestricted license as a professional counselor issued by the board.

~~D. A candidate approved by the board to sit for the examination shall pass the examination within two years from the date of such initial board approval. If the candidate has not passed the examination within two years from the date of initial approval:~~

~~1. The initial board approval to sit for the examination shall then become invalid; and~~

~~2. The applicant shall file a complete new application with the board, meet the requirements in effect at that time, and provide evidence of why the board should approve the reapplication for examination. If approved by the board, the applicant shall pass the examination within two years of such approval. If the examination is not passed within~~

~~the additional two-year period, a new application will not be accepted.~~

~~E.~~ D. The board shall establish a passing score on the written examination.

~~F. A candidate for examination or an applicant shall not provide clinical services unless he is under supervision approved by the board.~~ E. A resident shall remain in a residency practicing under supervision until the resident has passed the licensure examination and been granted a license as a substance abuse treatment practitioner.

Part IV
Licensure Renewal; Reinstatement

**18VAC115-60-110. Renewal of licensure.**

~~A. All licensees shall renew licenses on or before June 30 of each year.~~

~~B.~~ A. Every ~~license holder~~ substance abuse treatment practitioner who intends to continue an active practice shall submit to the board on or before June 30 of each year:

1. A completed form for renewal of the license on which the licensee attests to compliance with the continuing competency requirements prescribed in this chapter; and

2. The renewal fee prescribed in 18VAC115-60-20.

~~C.~~ B. A ~~licensee~~ substance abuse treatment practitioner who wishes to place his license in an inactive status may do so upon payment of the inactive renewal fee as established in 18VAC115-60-20. No person shall practice substance abuse treatment in Virginia unless he holds a current active license. A licensee who has placed himself in inactive status may become active by fulfilling the reactivation requirements set forth in subsection C of 18VAC115-60-120 ~~C~~.

C. For renewal of a resident license in substance abuse treatment, the following shall apply:

1. A resident license shall expire annually in the month the resident license was initially issued and may be renewed up to five times by submission of the renewal form and payment of the fee prescribed in 18VAC115-60-20.

2. On the annual renewal, the resident shall attest that a supervisory contract is in effect with a board-approved supervisor for each of the locations at which the resident is currently providing substance abuse treatment services.

3. On the annual renewal, residents in substance abuse treatment shall attest to completion of three hours in continuing education courses that emphasize the ethics, standards of practice, or laws governing behavioral science professions in Virginia, offered by an approved provider as set forth in subsection B of 18VAC115-60-116.

D. Licensees shall notify the board of a change in the address of record or the public address, if different from the address of record within 60 days. Failure to receive a renewal notice from the board shall not relieve the license holder from the renewal requirement.

E. After the renewal date, the license is expired; practice with an expired license is prohibited and may constitute grounds for disciplinary action.

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FORMS (18VAC115-60)

Licensure Application, Licensed Substance Abuse Treatment Practitioner, LSATP Form 2 (rev. 1/2011)

Verification of Licensure, Form LSATP 2-VL (rev. 1/2011)

Verification of Supervision – Post Graduate Degree Supervised Experience, LSATP 2-VS (rev. 1/2011)

Supervisor's Experience and Education (rev. 1/2011)

Licensure Verification of Out-of-State Supervisor, LSATP Form 1-LV (rev. 1/2011)

Coursework Outline Form, Form LSATP 2-CO (rev. 1/2011)

Verification of Internship, Form LSATP 2-VI (rev. 1/2011)

Verification of Internship Hours Towards the Residency, Form LSATP 2-IR (rev. 1/2011)

Registration of Supervision – Post Graduate Degree Supervised Experience, LSATP Form 1 (rev. 1/2011)

Quarterly Evaluation Form, LSATP Form 1-QE (rev. 1/2011)

Supervision Outline Form – Examination Applicants Only, Form LSATP 2-SO (rev. 1/2011).

Verification of Post-Licensure Clinical Practice, Endorsement Applicants Only, Form LSATP-ECP (rev. 1/2011)

Licensed Substance Abuse Treatment Practitioner Application for Reinstatement of a Lapsed Certificate (rev. 7/2011)

Continuing Education Summary Form (LSATP) (rev. 3/2009)

Application Instructions for Temporary Licensure as a Resident in Substance Abuse Treatment (rev. 12/2019)

VA.R. Doc. No. R20-6111; Filed December 2, 2019, 11:34 a.m.

## BOARD OF SOCIAL WORK

### Fast-Track Regulation

Title of Regulation: **18VAC140-20. Regulations Governing the Practice of Social Work (amending 18VAC140-20-30).**

Statutory Authority: § 54.1-2400 of the Code of Virginia.

Public Hearing Information: No public hearings are scheduled.

Public Comment Deadline: January 22, 2020.

Effective Date: February 6, 2020.

Agency Contact: Jaime Hoyle, Executive Director, Board of Social Work, 9960 Mayland Drive, Suite 300, Richmond, VA 23233-1463, telephone (804) 367-4406, FAX (804) 527-4435, or email jaime.hoyle@dhp.virginia.gov.

Basis: Regulations are promulgated under the general authority of § 54.1-2400 of the Code of Virginia. Section 2.2-4805 of the Code of Virginia authorizes each state agency to charge interest on all past due accounts receivable in accordance with guidelines adopted by the Department of Accounts.

Purpose: The amendment conforms the regulation to the Virginia Debt Collection Act (§ 2.2-4800 et seq. of the Code of Virginia) in which the General Assembly has determined that the cost for handling returned checks or dishonored credit or debit cards is $50. The department and its regulatory boards license and discipline health care practitioners with the mission of protecting the health and safety of the public, which must be supported by its licensing and miscellaneous fees.

Rationale for Using Fast-Track Rulemaking Process: The rulemaking is consistent with the financial policy of the Commonwealth and is not expected to be controversial.

Substance: Fees are being amended to replace the returned check fee of $35 and with a handling fee of $50 for a returned check, dishonored credit card, or dishonored debit card.

Issues: There are no primary advantages or disadvantages to the public. The primary advantage to the department is compliance with auditors from the Office of the Comptroller. There are no disadvantages to the agency or the Commonwealth.

Department of Planning and Budget's Economic Impact Analysis:

Summary of the Proposed Amendments to Regulation. The Board of Social Work (Board) proposes to amend 18 VAC 140-20 Regulations Governing the Practice of Social Work to state that the handling fee for a returned check or dishonored credit card or debit card is $50, replacing a current $35 charge.

Background. Code of Virginia § 2.2-614.1 specifies that:

> If any check or other means of payment tendered to a public body in the course of its duties is not paid by the financial institution on which it is drawn, because of insufficient funds in the account of the drawer, no account is in the name of the drawer, or the account of the drawer is closed, and the check or other means of payment is returned to the public body unpaid, the amount thereof shall be charged to the person on whose account it was received, and his liability and that of his sureties, shall be as if he had never offered any such payment. A penalty of $35 or the amount of any costs, whichever is greater, shall be added to such amount.

Based on this Code provision, the current regulation includes a $35 returned check charge.

On the other hand, Code of Virginia § 2.2-4805 specifies that "Returned checks or dishonored credit card or debit card payments shall incur a handling fee of $50 unless a higher amount is authorized by statute to be added to the principal account balance." According to the Department of Health Professions (DHP), the Office of the Attorney General has advised that the handling fee of $50 in Virginia Code 2.2-4805 governs this regulation.

Estimated Benefits and Costs. Based on the view of the Office of the Attorney General that Virginia Code 2.2-4805 prevails, the fee by law for a returned check or dishonored credit card or debit card is $50. The Board's proposal therefore conforms the regulation to current law. DHP has indicated that in practice they will continue to charge the $35 fee until this proposed regulatory action becomes effective. The services provided by DHP are funded by the fees paid by the regulated individuals and entities. To the extent that the $50 fee more accurately represents the cost incurred by DHP, the proposed change may be beneficial in that the cost would need not be subsidized by other regulants who did not cause the cost to be incurred.

Businesses and Other Entities Affected. The proposal pertains to fee-paying individuals regulated by the Board. As of June 30, 2019, there were 1 Associate Social Worker, 7,285 Licensed Clinical Social Workers, 869 Licensed Social Workers, and 10 Registered Social Workers regulated by the Board. If any of these individuals have a check returned or a credit card or debit card dishonored, the proposal would increase their cost by $15.

Localities[2] Affected[3]. The proposal does not disproportionately affect any particular localities or introduce costs for local governments.

Projected Impact on Employment. The proposal does not affect employment.

Effects on the Use and Value of Private Property. The proposal does not substantially affect the use and value of private property or real estate development costs.

Adverse Effect on Small Businesses[4]: The proposal does not substantively adversely affect small businesses.

[2]"Locality" can refer to either local governments or the locations in the Commonwealth where the activities relevant to the regulatory change are most likely to occur.

[3]§ 2.2-4007.04 defines "particularly affected" as bearing disproportionate material impact.

[4]Pursuant to § 2.2-4007.04 of the Code of Virginia, small business is defined as "a business entity, including its affiliates, that (i) is independently owned and operated and (ii) employs fewer than 500 full-time employees or has gross annual sales of less than $6 million."

Agency's Response to Economic Impact Analysis: The Board of Social Work concurs with the analysis of the Department of Planning and Budget.

Summary:

*The amendment replaces the returned check fee of $35 with a handling fee of $50 for handling a returned check or dishonored credit card or debit card payment in compliance with § 2.2-4805 of the Code of Virginia.*

**18VAC140-20-30. Fees.**

A. The board has established fees for the following:

| | |
|---|---|
| 1. Registration of supervision | $50 |
| 2. Addition to or change in registration of supervision | $25 |
| 3. Application processing | |
| a. Licensed clinical social worker | $165 |
| b. LBSW | $115 |
| c. LMSW | $115 |
| 4. Annual license renewal | |
| a. Registered social worker | $25 |
| b. Associate social worker | $25 |
| c. LBSW | $65 |
| d. LMSW | $65 |
| e. Licensed clinical social worker | $90 |
| 5. Penalty for late renewal | |
| a. Registered social worker | $10 |
| b. Associate social worker | $10 |
| c. LBSW | $20 |
| d. LMSW | $20 |
| e. Licensed clinical social worker | $30 |
| 6. Verification of license to another jurisdiction | $25 |
| 7. Additional or replacement licenses | $15 |
| 8. Additional or replacement wall certificates | $25 |
| 9. ~~Returned check~~ Handling fee for returned check or dishonored credit or debit card | ~~$35~~ $50 |
| 10. Reinstatement following disciplinary action | $500 |

B. Fees shall be paid by check or money order made payable to the Treasurer of Virginia and forwarded to the board. All fees are nonrefundable.

C. Examination fees shall be paid directly to the examination service according to its requirements.

VA.R. Doc. No. R20-6169; Filed December 2, 2019, 10:30 a.m.

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# TITLE 20. PUBLIC UTILITIES AND TELECOMMUNICATIONS

## STATE CORPORATION COMMISSION

### Proposed Regulation

REGISTRAR'S NOTICE: The State Corporation Commission is claiming an exemption from the Administrative Process Act in accordance with § 2.2-4002 A 2 of the Code of Virginia, which exempts courts, any agency of the Supreme Court, and any agency that by the Constitution is expressly granted any of the powers of a court of record.

Title of Regulation: **20VAC5-314. Regulations Governing Interconnection of Small Electrical Generators (amending 20VAC5-314-10 through 20VAC5-314-170; adding 20VAC5-314-35, 20VAC5-314-38, 20VAC5-314-39).**

Statutory Authority: §§ 12.1-13 and 56-578 of the Code of Virginia.

Public Hearing Information: A public hearing will be held upon request.

Public Comment Deadline: February 21, 2020.

Agency Contact: Mike Cizenski, Utilities Engineer, Public Utility Regulation Division, State Corporation Commission, P.O. Box 1197, Richmond, VA 23218, telephone (804) 371-9441, or email mike.cizenski@scc.virginia.gov.

Summary:

*The proposed amendments add definitions; establish a preapplication process; provide further information regarding (i) the treatment of queue numbers and interdependent projects, (ii) the modification of interconnection requests, and (iii) the Level 1, Level 2, and Level 3 interconnection requirements and processes; and modify and add schedules.*

AT RICHMOND, DECEMBER 3, 2019

COMMONWEALTH OF VIRGINIA, ex rel.

STATE CORPORATION COMMISSION

CASE NO. PUR-2018-00107

Ex Parte: In the matter of revising
the Commission's Regulations Governing
Interconnection of Small Electrical Generators

ORDER FOR NOTICE AND COMMENT

On May 8, 2009, the State Corporation Commission ("Commission") adopted Regulations Governing Interconnection of Small Electrical Generators, 20 VAC 5-314-10 *et seq*. ("Interconnection Regulations"), in Case No. PUE-2008-00004.[1] The Commission initiated that rulemaking in accordance with § 56-578 C of the Code of Virginia ("Code") which provides, in part:

> The Commission shall establish interconnection standards to ensure transmission and distribution safety and reliability, which standards shall not be inconsistent with nationally recognized standards acceptable to the Commission. In adopting standards pursuant to this subsection, the Commission shall seek to prevent barriers to new technology and shall not make compliance unduly burdensome and expensive.

At that time, the Commission noted that "all electric energy distributors have the obligation to connect any retail customer, including those using distributed generation, located within its service territory to the distributor's facilities used for delivery of retail electric energy, subject to [the Commission's] rules and regulations and approved tariff provisions relating to connection of service."[2] Given the passage of time since the Commission established the Interconnection Regulations, the Commission has concluded that it is appropriate to revisit the Interconnection Regulations and to make modifications, if necessary, due to changes in applicable laws, Federal Energy Regulatory Commission guidelines, and technological changes in the power industry.[3]

On September 5, 2018, the Commission entered an Order Initiating Rulemaking Proceeding to determine whether, and the extent to which, any of the Interconnection Regulations should be revised. In this regard, the Commission directed the Commission's Staff ("Staff") to solicit comments from, and to schedule a meeting or meetings (as necessary) with, entities and persons having an interest in the Commission's Interconnection Regulations and the interconnection of small electrical generators in the Commonwealth of Virginia, and to develop, with appropriate input from interested entities and persons, a proposal for any revisions, if necessary, to the current Interconnection Regulations.

On September 12, 2019, the Staff filed a report ("Staff Report") detailing the Staff's efforts in this undertaking. The Staff Report included proposed revisions to the current Interconnection Regulations.

NOW THE COMMISSION, upon consideration of the foregoing, is of the opinion and finds that the Staff's proposed revisions, as appended hereto ("Proposed Rules"), should be considered for adoption, and that interested persons should have an opportunity to comment on the Proposed Rules, to request a hearing thereon, or to suggest modifications or supplements to the Proposed Rules.[4] We further find that a copy of the Proposed Rules should be sent to the Registrar of Regulations for publication in the Virginia Register of Regulations.

Accordingly, IT IS ORDERED THAT:

(1) The Commission's Division of Information Resources shall forward a copy of this Order for Notice and Comment ("Order"), including a copy of the Proposed Rules, to the Registrar of Regulations for publication in the Virginia Register of Regulations.

(2) A copy of this Order and the Proposed Rules shall be available for public inspection in the Commission's Document Control Center located on the first floor of the Tyler Building, 1300 East Main Street, Richmond, Virginia 23219, between the hours of 8:15 a.m. and 5 p.m., Monday through Friday, excluding holidays. Interested persons also may download unofficial copies of the Order and the Proposed Rules from the Commission's website: http://www.scc.virginia.gov/case. A copy of the Proposed Rules may be requested from Michael Cizenski, Division of Public Utility Regulation, State Corporation Commission, 1300 East Main Street, Richmond, Virginia 23219, and a copy can also be found at the Division of Public Utility Regulation's website: http://scc.virginia.gov/pur/rulemak.aspx.

(3) On or before February 21, 2020, any interested person or entity may comment on, propose modifications or supplements to, or request a hearing on the Proposed Rules by filing comments, proposals, or hearing requests with Joel H. Peck, Clerk, State Corporation Commission, c/o Document Control Center, P.O. Box 2118, Richmond, Virginia 23218-2118. Any request for hearing shall state with specificity why the issues raised in the request for hearing cannot be adequately addressed in written comments. If a sufficient request for hearing is not received, the Commission may consider the matter and enter an order based upon the papers filed herein. Any interested person desiring to submit

comments electronically may do so by following the instructions on the Commission's website: http://www.scc.virginia.gov/case. Compact disks or any other form of electronic storage medium may not be filed with such comments. All correspondence shall refer to Case No. PUR-2018-00107.

(4) All documents filed with the Office of the Clerk of the Commission in this docket may use both sides of the paper. In all other respects, all filings shall comply fully with the requirements of 5 VAC 5-20-150, Copies and format, of the Commission's Rules of Practice and Procedure, 5 VAC 5-20-10 et seq.

(5) On or before March 20, 2020, the Staff may file with the Clerk of the Commission a report on or a response to any comments, proposals, or requests for hearing submitted to the Commission on the Proposed Rules.

(6) This matter is continued.

AN ATTESTED COPY hereof, excluding the Proposed Rules, shall be sent by the Clerk of the Commission to: Interconnection customers and other interested persons as set forth in Appendix A; and C. Meade Browder, Jr., Senior Assistant Attorney General, Office of the Attorney General, Division of Consumer Counsel, 202 N. 9th Street, 8th Floor, Richmond, Virginia 23219-3424. A copy hereof also shall be provided to the Commission's Office of General Counsel and Division of Public Utility Regulation.

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[1]Commonwealth of Virginia, ex rel. State Corporation Commission, Ex Parte: In the matter of establishing interconnection standards for distributed electric generation, Case No. PUE-2008-00004, 2009 S.C.C. Ann. Rept. 287, Order Adopting Regulations (May 8, 2009).

[2]Commonwealth of Virginia, ex rel. State Corporation Commission, Ex Parte: In the matter of establishing interconnection standards for distributed electric generation, Case No. PUE-2008-00004, 2008 S.C.C. Ann. Rept. 469, Order Establishing Proceeding (Feb. 26, 2008).

[3]In 2013, the Commission amended numerous rules and regulations, including the Interconnection Regulations, to: (1) recognize certain internal organizational changes; (2) correct outdated references to statutes in the Code, as well as remove obsolete rules and schedules that are no longer required; and (3) bring the regulations into compliance with the Virginia Register Form, Style and Procedures Manual issued by the Virginia Code Commission. See Commonwealth of Virginia, ex rel., State Corporation Commission, Ex Parte: In the matter of amending regulations, Case No. PUE-2013-00016, 2013 S.C.C. Ann. Rept. 367, Order Amending Regulations (June 18, 2013).

[4]De minimis changes to the Proposed Rules that Staff attached to its Staff Report have been made to the version of the Proposed Rules appended hereto to comply with the Virginia Register of Regulations' Form, Style and Procedure Manual.

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

A. ~~These regulations are~~ This chapter is promulgated pursuant to § 56-578 of the Virginia Electric Utility Regulation Act (§ 56-576 et seq. of the Code of Virginia). ~~They establish~~ This chapter establishes standardized interconnection and operating requirements for the safe operation of electric generating facilities ~~with a rated capacity of 20 megawatts (MW) or less connected to electric utility distribution (and in certain cases transmission) systems~~ in Virginia. ~~These regulations apply~~ This chapter applies to utilities providing interconnections to retail electric customers, independently owned generators, and any other parties operating, or intending to operate, a distributed ~~generation~~ generating facility in parallel with utility systems. ~~These regulations do~~ This chapter does not apply to customer generators operating pursuant to the Virginia State Corporation Commission's Regulations Governing Net Energy Metering (20VAC5-315) or those that fall under the jurisdiction of the Federal Energy Regulatory Commission (FERC).

If the utility has turned over control of its transmission system to a Regional Transmission Entity (RTE), and if the small generator interconnection process identifies upgrades to the transmission system as necessary to interconnect the small generating facility, then the utility will coordinate with the RTE, and the procedures ~~herein~~ in this chapter will be adjusted as necessary to satisfy the RTE's requirements with respect to such upgrades.

There are three review paths for the interconnection of ~~generation~~ generating facilities subject to this chapter in Virginia ~~having an output of not more than 20 MW~~:

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

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

Level 3 - A request to interconnect an SGF ~~no larger than 20 MW and~~ not qualifying for the Level 1 process or Level 2 process, shall be evaluated under the Level 3 process.

The utility may ~~limit~~ place restrictions upon the interconnection of an SGF to a distribution feeder ~~to a capacity substantially less than 20 MW,~~ depending upon the characteristics of that feeder and the potential for upgrading it, as well as the nature of the loads and other generation on the feeder relative to the proposed point of interconnection. If the SGF cannot be safely and reliably interconnected to the utility's distribution feeder, the utility shall work with the ~~IC~~ interconnection customer (IC) to interconnect the SGF to the utility's transmission system. In such cases, the interconnection of the SGF may be governed by the regulations promulgated by FERC rather than the regulation of the Virginia State Corporation Commission.

The utility shall designate an employee or office from which the ~~interconnection customer (IC)~~ IC may ~~informally~~ request information concerning the interconnection application process. The name, telephone number, and email address of

such contact employee or office shall be made available on the utility's ~~Internet~~ website. ~~Electric~~ Readily available electric system information relevant to the location of the proposed SGF shall be provided to the IC upon request, in writing, and may include interconnection studies and any other relevant materials, to the extent such provision does not violate confidentiality provisions of prior agreements or release critical infrastructure information. The utility shall comply with reasonable requests for such information unless the information is proprietary or confidential and cannot be provided pursuant to a prior confidentiality agreement. If the information is proprietary or confidential and cannot be provided, the utility shall state as such.

The utility shall make reasonable efforts to meet all ~~time frames~~ timeframes provided in these regulations unless the utility and the IC agree to a different schedule. If the utility cannot meet a deadline provided ~~herein~~ in this chapter, it shall notify the IC in writing, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

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

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

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

C. This chapter shall not apply to SGFs already interconnected as of (insert the effective date this chapter), unless:

1. The IC proposes a material modification; or

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

D. This chapter shall apply if the IC has not actually interconnected the SGF as of (insert the effective date of this chapter).

Any IC that has not executed an interconnection agreement with the utility prior to (insert the effective date of this chapter) shall have 30 calendar days following the later of (insert the effective date of this chapter) or the posted date of notice in writing from the utility to demonstrate site control pursuant to Schedule 5 or 6 of 20VAC5-314-170 and to post an additional deposit as specified in Schedule 6 of 20VAC5-314-170.

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

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

**20VAC5-314-20. Definitions.**

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

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

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

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

"Attachment facilities" means the facilities and equipment owned, operated, and maintained by the utility that are built new in order to physically connect the customer's interconnection facilities to the utility system. Attachment

facilities shall not include distribution upgrades or previously existing distribution and transmission facilities.

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

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

"Certified" has the meaning ascribed to it in Schedule 2 of ~~this chapter~~ 20VAC5-314-170.

"Commission" means the Virginia State Corporation Commission.

~~"Competitive service provider" means any entity, other than the utility, supplying electric energy service to the interconnection customer.~~

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

"Default" means the failure of a breaching party to cure its breach under the ~~small generator interconnection agreement~~ SGIA.

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

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

"Facilities study" has the meaning ascribed to it in 20VAC5-314-70 E.

"Feasibility study" has the meaning ascribed to it in 20VAC5-314-70 C.

"FERC" means the Federal Energy Regulatory Commission.

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

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

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

"Interconnection request" means the IC's request, in accordance with this chapter, to interconnect a new small generating facility, or to increase the capacity of, or make a material modification to the operating characteristics of, an existing small generating facility that is interconnected with the utility system.

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

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

"Material modification" ~~means a modification that has a material impact on the cost or timing of any interconnection request with a later queue priority date~~ has the meaning ascribed to it in 20VAC5-314-39.

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

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

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

"Party" ~~or "parties"~~ means the utility~~, interconnection customer or both~~ or the IC.

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

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

"Project B" means any interconnection request that has a higher queue number than Project A.

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

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

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

"Small Generator Interconnection Agreement" or "SGIA" means the agreement between the utility and the ~~interconnection customer~~ IC as set forth in Schedule ~~6~~ 10 of 20VAC5-314-170.

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

"Supplemental review" has the meaning ascribed to it in 20VAC5-314-60 ~~I~~ H.

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

"System impact study" has the meaning ascribed to in 20VAC5-314-70 D.

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

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

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

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

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

Prior to installing ~~a small generating facility~~ an SGF, the ~~interconnection customer~~ IC must ensure compliance with local, state, and federal laws and regulations, including all applicable easements and permits, and §§ 56-265.2 and 56-580 of the Code of Virginia, as applicable.

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

A. The IC may informally request electric system information for a proposed project for a specific site by providing in writing details of the potential generating facility project, including site address, grid coordinates, project size, and proposed point of interconnection, to the utility's designated employee or office described in 20VAC5-314-10. Electric system information provided to the IC in response to the informal requests shall include relevant system studies, interconnection studies, and other materials useful to providing an understanding of an interconnection at a particular point on the utility's distribution system, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The utility shall comply with reasonable requests for such information in a timely manner, not to exceed 10 business days. The information produced by the utility is nonbinding, does not confer any rights, and the IC shall still successfully apply to interconnect to the utility's system. The IC shall still meet the requirements of 20VAC5-314-40 or 20VAC5-314-50 to apply to interconnect to the utility's system and to obtain a queue number. Any one developer shall have no more than five active informal requests for information at one time.

B. In addition to the option of informally requesting information described in subsection A of this section, an IC may submit a formal written request form along with a nonrefundable fee of $500 for a preapplication report on a proposed project at a specific site. The utility shall provide the preapplication data described in subsection C of this section to the IC within 20 business days of receipt of the completed request form and payment of the fee. The preapplication report produced by the utility is nonbinding, does not confer any rights, and the IC must still successfully apply to interconnect to the utility's system. The written Preapplication Report Request Form shall include all of the information as described in Schedule 4 of 20VAC5-314-170. The utility shall notify the IC if there are any deficiencies in the IC's submittal within five business days of submission of the Preapplication Report Request Form.

C. Using the information provided in the Preapplication Report Request Form in subsection B of this section, the utility will identify the substation or area bus, bank, or circuit likely to serve the proposed point of interconnection. This selection by the utility does not necessarily indicate, after application of the Level 2 screens or Level 3 study process, that this point of interconnection will be suitable or the most costs effective for interconnection. The IC must request additional preapplication reports if information about multiple points of interconnection is requested. Subject to subsection D of this section, the preapplication report will provide the following information:

1. Total capacity (in MW) of substation or area bus, bank, or circuit based on normal or operating ratings likely to serve the proposed point of interconnection.

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

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

4. Substation nominal distribution voltage or transmission nominal voltage if applicable.

5. Nominal distribution circuit voltage at the proposed point of interconnection.

6. Approximate circuit distance between the proposed point of interconnection and the substation.

7. Relevant line sections actual or estimated peak load and minimum load data, including daytime minimum load and absolute minimum load, when available.

8. Number and rating of protective devices and number and type (standard, bidirectional) of voltage regulating devices between the proposed point of interconnection and the substation or area. At the substation, identify the number of capacitors and if the substation has a load tap changer.

9. Number of phases available at the proposed point of interconnection. If a single phase, distance from the three-phase circuit.

10. Limiting conductor ratings from the proposed point of interconnection to the distribution substation.

11. Whether the proposed point of interconnection is located on a spot network, grid network, or radial supply.

12. Based on the proposed point of interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

13. Other information regarding an affected system the utility deems relevant to the IC (e.g., substation upgrades that allow bidirectional power flows).

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

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

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

B. Interdependent projects.

1. Upon an IC's submission of an interconnection request for the 20VAC5-314-40 Level 1 interconnection process,20VAC5-314-60 Level 2 interconnection process, or 20VAC5-314-70 Level 3 interconnection process, the utility shall review the interconnection request and make a preliminary determination of whether any

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

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

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

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

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

b. The utility shall not proceed to a Project B facilities study until after the Project B IC returns a signed Facilities Study Agreement to the utility and the utility has issued the 20VAC314-70 E facilities study report for Project A. Once the Project A facilities study report has been issued, the Project B IC shall then have the option to either:

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

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

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

a. The utility shall not study a project if it is interdependent with more than one earlier queued

project. The utility will study a project when interdependency with only one earlier queued project exists. The removal of interdependency with multiple projects may be the result of (i) upgrades to the utility system that eliminate the cause of the interdependency, (ii) withdrawal of interdependent projects with lower queue numbers, or (iii) a lower queue number project signing an interconnection agreement and making payments identified in their SGIA.

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

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

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

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

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

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

1. A change in point of interconnection to a new location, unless the change in a point of interconnection is on the same circuit less than two poles away from the original location, and the new point of interconnection is within the same protection zone as the original location;

2. A change or replacement of generating equipment, such as generators, inverters, transformers, relaying, or controls, that is not a like-kind substitution in size, ratings, impedances, efficiencies, or capabilities of the equipment specified in the original or preceding interconnection request;

3. A change from certified to noncertified devices ("Certified" means certified by an Occupational Safety and Health Administration recognized Nationally Recognized Test Laboratory, to relevant Underwriters Laboratories and Institute of Electrical and Electronics Engineers standards, authorized to perform tests to such standards.);

4. A change of transformer connections or grounding from that originally proposed;

5. A change to certified inverters with different specifications or different inverter control specifications or set-up than originally proposed;

6. An increase of the maximum generating capacity of an SGF; or

7. A change reducing the maximum generating capacity of the SGF (i) by more than 25% before the Feasibility Study Agreement or Combined Study Agreement has been executed or (ii) by more than 10% after the Feasibility Study Agreement or Combined Study Agreement has been executed.

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

1. A change in ownership of an SGF; the new owner, however, will be required to execute a new Interconnection Request Form and study agreements for any study that has not been completed and the report issued by the utility;

2. A change or replacement of generating equipment, such as generators, inverters, solar panels, transformers, relaying, or controls, that is a like-kind substitution in size, ratings, impedances, efficiencies, or capabilities of the equipment specified in the original or preceding interconnection request;

3. An increase in the DC/AC ratio that does not increase the maximum AC output capability of the generating facility;

4. A decrease in the DC/AC ratio that does not reduce the AC output capability of the generating facility by more

than the amount specified in subdivision B 7 of this section.

5. A change in the DC system configuration to include additional equipment that does not impact the maximum generating capacity, daily production profile, or the proposed AC configuration of the SGF, including DC optimizers, DC-DC converters, DC charge controllers, powerplant controllers, and energy storage devices such that the output is delivered during the same periods and with the same profile considered during the system impact study.

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

E. Modification inquiry.

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

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

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

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

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

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

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

~~The utility shall provide a copy of the final completed date- and time-stamped Interconnection Request Form to the Commission's Division of Energy Regulation.~~

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

1. If the interconnection can be accomplished with minor modifications (e.g., changing meters, fuses, and relay settings) to the utility system, the IC and the utility may

informally agree upon a plan to effectuate the required installations and modifications. The utility shall perform all installations and modifications of the utility system and the IC shall reimburse the utility for the cost of such installations and modifications. The IC shall perform all required modifications to its SGF.

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

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

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

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

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

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

4. In the case of a static inverter-connected SGF with an alternating current capacity in excess of 10 kilowatts, the IC has had the inverter settings inspected by the utility. The utility may ~~not~~ impose a ~~charge for the~~ fee on the customer of no more than $50 for each generator that requires this inspection;

5. In the case of a nonstatic inverter-connected SGF, the IC has interconnected according to the utility's interconnection guidelines, and the utility has inspected all protective equipment settings. The utility may ~~not~~ impose a ~~charge for such~~ fee on the customer of no more than $50 for each generator that requires this inspection~~.~~;

6. The IC has paid, or has made arrangements satisfactory to the utility to pay, the cost of the SGF metering pursuant to 20VAC5-314-80~~.~~;

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

a. Distribution facilities and customer impact limitations. An SGF shall not be permitted to interconnect to distribution facilities if the ~~interconnection would reasonably~~ utility has reasonably determined that the proposed IC could lead to damage to any of the utility's facilities or ~~would reasonably~~ could lead to voltage regulation or power quality problems at other customer revenue meters due to the incremental effect of the SGF on the performance of the system, unless the IC reimburses the utility for its cost to modify any facilities needed to accommodate the interconnection and such modifications are completed.

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

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

d. Integration with utility's grounding. The grounding scheme of the SGF shall comply with ~~the~~ IEEE 1547~~, Standard for Interconnecting Distributed Resources with Electric Power Systems,~~ and shall be consistent with the grounding scheme used by the utility. If requested by an IC, the utility shall assist the IC in selecting a grounding scheme that coordinates with ~~its~~ the utility's distribution system.

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

~~E. Site control documentation must be submitted with the Interconnection Request Form. Any information appearing in public records may not be labeled Confidential. (Confidential information is discussed in 20VAC5-314-110.) Site control may be demonstrated through:~~

~~1. Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the SGF;~~

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

~~3. An exclusive or other business relationship between the IC and the entity having the right to sell, lease, or grant the IC the right to possess or occupy a site for such purpose; or~~

~~4. An existing permanent service metered account with the utility at the site and in the name of the IC.~~

~~F.~~ E. Except as otherwise provided ~~herein~~ in this chapter, ~~neither~~ the utility ~~nor the competitive service provider~~ shall not impose any charges upon an IC for any interconnection requirements specified by this chapter.

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

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

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

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

A. The ~~interconnection customer~~ IC shall submit (i) a completed Levels 2 and 3 Interconnection Request Form (Schedule ~~4~~ 6 of 20VAC5-314-170 ~~to the utility, with the~~); (ii) site control documentation pursuant to Schedule 6 of 20VAC5-315-170, and (iii) the required $1,000 processing fee ~~or deposit specified in the Interconnection Request Form~~. The Interconnection Request Form shall be date-stamped and time-stamped by the utility to establish the IC's queue number upon receipt ~~by the utility~~ of (i) a substantially complete Interconnection Request Form submitted by a valid legal entity and signed by the IC, (ii) site control documentation, and (iii) the processing fee. The date-stamp and time-stamp of a completed Interconnection Request Form shall be used as the qualifying start date-stamp and time-stamp for the purposes of any timetable in these procedures. ~~The interconnection customer shall be notified of receipt by the utility within~~ Within three business days of receiving the interconnection request, the utility shall notify the IC of receipt, which notification ~~may~~ shall be made by ~~US~~ United States mail, email address, or fax number provided by the IC.

The utility shall notify the ~~interconnection customer~~ IC within 10 business days of the receipt of the Interconnection Request Form and site control documentation as to whether the ~~Interconnection Request Form~~ documentation is complete or incomplete. If the Interconnection Request Form is incomplete, the utility shall so notify the IC, including a written list detailing all information that must be provided by the IC to complete the Interconnection Request Form.

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

~~The utility shall provide a copy of the final completed date and time stamped Interconnection Request Form to the commission's Division of Energy Regulation.~~

B. Any material modification ~~to machine data or equipment configuration or to the interconnection site of the small generating facility as specified in the Interconnection Request Form~~ pursuant to 20VAC5-314-39 made by the IC but not agreed to in writing by the utility and the IC may be deemed by the utility as a withdrawal of the ~~Interconnection Request Form~~ interconnection request and may require submission of a new ~~Interconnection Request Form~~ interconnection request, unless proper notification of each party by the other and a reasonable time to cure the problems created by the changes are undertaken.

~~C. Site control documentation must be submitted with the Interconnection Request Form. Any information appearing in public records may not be labeled Confidential. (Confidential information is discussed in 20VAC5-314-110.) Site control may be demonstrated through:~~

~~1. Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the small generating facility;~~

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

~~3. An exclusivity or other business relationship between the interconnection customer and the entity having the right to sell, lease, or grant the IC the right to possess or occupy a site for such purpose;~~

~~4. An existing permanent service metered account with the utility at the site and in the name of the IC.~~

~~D. The utility shall place interconnection requests into a first-come, first-served queue that is based on the interconnection's distribution feeder and distribution substation. The queue position shall be based upon the date and time stamp of the completed Interconnection Request Form. The queue position of an interconnection request will be used to determine the cost responsibility for the necessary upgrades.~~

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

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

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

F. Small Generator Interconnection Agreement.

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

2. The SGIA shall specify milestones for prepayment of estimated costs for all system upgrades identified by the utility during the study process. The SGIA shall also specify the prepayment or the provision of financial security for system upgrades or attachment facilities if acceptable to the utility prior to the start of the final design and construction of system upgrades and attachment facilities. Payment and financial security must be received by close of business 30 business days after the date the SGIA is delivered to the IC for signature. Failure to comply with the requirements of this section after an opportunity to cure shall result in the interconnection request being deemed withdrawn. Should an IC fail to comply with the provisions of this section following receipt of a written notice specifying how the IC failed to comply and the expiration of an opportunity to cure by the close of business on the 10th business day following the posted date of such notice to cure, the IC will lose its queue number and the interconnection request shall be deemed withdrawn.

**20VAC5-314-60. Level 2 interconnection process.**

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

B. Within 15 business days after the utility notifies the IC it has received a complete Interconnection Request Form, the utility shall perform an initial review using the screens set forth ~~below (20VAC5-314-60~~ in subsection C or ~~20VAC5-314-60~~ D of this section, as applicable~~)~~ and shall notify the IC of the results, including copies of the analysis and data underlying the utility's determinations under the screens.

C. Screens for interconnections to radial circuits.

1. For interconnection of ~~a small generating facility~~ an SGF to a radial distribution circuit, the aggregated generation, including the proposed ~~small generating facility~~ SGF, on the circuit shall not exceed 15% of the line section's annual peak load as most recently measured at the substation or calculated for the line section. A line section is that portion of a distribution circuit connected to a customer that is bounded by automatic sectionalizing devices or the end of the circuit.

2. The SGF, in aggregation with other generation on the distribution circuit, shall not contribute more than 10% to the circuit's maximum fault current at the point on the distribution feeder's (primary) voltage level that is nearest the point of interconnection.

3. The SGF, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including~~, but not limited to,~~ substation breakers, fused cutouts, and line reclosers)~~,~~ or ~~interconnection customer~~ IC equipment on the system to exceed 87.5% of the short circuit interrupting capability~~;~~ nor shall the interconnection be permitted on a circuit where 87.5% of the short circuit interrupting capability is already exceeded.

4. For interconnections to the distribution primary voltage, use the table ~~below,~~ in this subdivision to determine the acceptable type of interconnection to a primary distribution circuit. This screen includes a review of the type of electrical service provided to the IC, including line configuration and the transformer connection, to limit the potential for creating over-voltages on the utility's

distribution system due to a loss of ground during the operating time of any anti-islanding function.

| Primary Distribution Line Type | Type of Interconnection to Primary Distribution Line | Result/Criteria |
|---|---|---|
| Three-phase, three wire | Three-phase, or ~~single phase~~ single-phase, phase-to-phase | Pass screen |
| Three-phase, four wire | Effectively-grounded ~~three phase~~ three-phase, or single-phase, line-to-neutral | Pass screen |

5. If the ~~small generating facility~~ SGF is to be interconnected to a single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed SGF, shall not exceed 20 kW.

6. If the SGF is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.

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

8. No construction of facilities by the utility on its own system shall be required to accommodate the SGF.

D. Screens for interconnections involving networks.

1. For interconnection of ~~a small generating facility~~ an SGF to the load side of spot network protectors serving more than a single customer, the SGF must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5.0% of a spot network's maximum load or 300 kW. For spot networks serving a single customer, the SGF must use an inverter-based equipment package and either meet the requirements ~~above~~ of this subdivision, or use a protection scheme, or operate the generator so as not to exceed on-site load or otherwise prevent nuisance operation of the spot network protectors.

2. For interconnection of an SGF to the load side of area network protectors, the SGF must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 10% of an area network's minimum load~~,~~ or 500 kW.

3. If the SGF is single-phase, the IC's load, net of generation on each phase, shall not create an imbalance between the phases of a polyphase service, or if applicable, between each leg of single-phase service.

4. For interconnection of an SGF to a distribution circuit in an area where there are known or posted transient stability limitations to generating units located in the general electrical vicinity (e.g., within three or four transmission busses from the point of interconnection), the SGF, in aggregate with generation interconnected to the transmission side of the substation transformer that feeds the distribution circuit, shall not exceed the following limits:

a. For a distribution circuit that supplies only secondary voltage networks, 30% of the distribution circuit's load.

b. For a distribution circuit not exclusively supplying secondary networks, 10 MW.

5. For interconnection of an SGF to the line side of network protectors:

a. For a distribution circuit that supplies only secondary networks, the interconnection fails the screen.

b. For a distribution circuit not exclusively supplying secondary networks, the interconnections shall be evaluated in accordance with 20VAC5-314-60 C.

6. No construction of facilities by the utility on its own system shall be required to accommodate the SGF.

7. To the extent any new IEEE standards conflict with this chapter, in particular IEEE 1547, Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces, 2018, the new standards shall apply. In addition, utility consent shall not be unreasonably withheld from an SGF interconnecting to a spot or area network provided the SGF utilizes a protection scheme that will prevent any power export from the IC's site, including inadvertent export under fault conditions, and otherwise prevent nuisance operation of the network protectors.

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

F. If the interconnection fails any screens, but the utility determines that the ~~small generating facility~~ SGF may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the utility shall

provide the IC an ~~executable interconnection agreement~~ SGIA within ~~five~~ 10 business days after the determination.

~~G. If the interconnection fails any screens, but the utility does not or cannot determine from the initial review that the SGF may nevertheless be interconnected consistent with safety, reliability, and power quality standards, unless the IC is willing to consider minor modifications or further study, the utility shall provide the IC with the opportunity to attend a customer options meeting.~~

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

1. Offer to perform facility modifications or minor modifications to the utility system (e.g., changing meters, fuses, and relay settings) and provide an estimate of the cost to make such modifications to the utility system. If the IC agrees to pay for the modifications to the utility's electric system, the utility shall provide the IC with an SGIA within 10 business days after the customer options meeting;

2. Offer to perform a supplemental review ~~if the utility concludes that the supplemental review might determine that the SGF could continue to qualify for interconnection pursuant to the Level 2 process,~~ in accordance with subsection H of this section and provide the IC with information on the studies potentially required to be performed under the supplemental review, and an estimate of the costs and ~~time~~ timing of such review; or

3. ~~Offer~~ Obtain the IC's agreement to continue evaluating the interconnection request, but under the Level 3 interconnection process.

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

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

Within ~~10~~ 30 business days following receipt of the supplemental review agreement and deposit, the utility will determine if the SGF can be interconnected safely and reliably.

1. If so, and if the supplemental review reveals that no modifications are required to the IC's interconnection facilities, or to the system, or to an affected system, the utility shall forward an executable SGIA to the ~~interconnection customer~~ IC within ~~five~~ 10 business days after the determination.

2. If so, and modifications are required to the IC's interconnection facilities ~~that~~ to allow the SGF to be interconnected consistent with safety, reliability, and power quality standards ~~under these procedures~~ in this chapter, the utility shall forward an executable SGIA to the IC within ~~five~~ 10 business days after confirmation that the IC has agreed to make the necessary changes at the IC's cost.

3. If so, and minor modifications to the utility system are required to allow the SGF to be interconnected consistent with safety, reliability, and power quality standards ~~under these procedures~~ in this chapter, the utility shall, within 10 business days after the determination, forward an executable SGIA to the IC that requires the IC to pay the costs of such system modifications prior to interconnection.

4. If not, the interconnection request will be elevated to the Level 3 interconnection process.

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

~~J.~~ I. Small generating facilities of 500 kW or less. For an SGF of 500 kW or less, the requirements in this section shall be deemed satisfied when~~:~~ (i) an Interconnection Request

Form as required under 20VAC5-314-40 B is properly completed and all of the certifications and ~~acknowledgements~~ acknowledgments required in Sections 5, 6, and 7 of the Interconnection Request Form are affixed, and (ii) the IC and the utility have exchanged appropriate written commitments to effect the necessary installations and modifications to the SGF and the utility system. ~~The timing of such~~ Such commitments shall follow the timing prescribed in this section.

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

A. The Level 3 interconnection process shall be used by an ~~interconnection customer~~ IC proposing to interconnect ~~a small generating facility~~ an SGF with the utility system if the SGF ~~is no larger than 20 MW and~~ does not pass or qualify for the Level 1 or Level 2 interconnection processes. As needed, a scoping meeting, feasibility study, system impact study, and facilities study shall precede the preparation of ~~a Small Generator Interconnection Agreement~~ an SGIA (Schedule ~~6~~ 10 of 20VAC5-314-170). Any of the studies may be combined by mutual, written agreement of the parties along with payment of applicable interconnection study deposit, set forth in Schedule 6 of 20VAC5-314-170. Such agreement for a combined study shall, at a minimum, include milestones for completion. The combined study timeframes and fees shall not exceed the aggregate timeframes and fees of the individual studies as specified in this section.

B. Scoping meeting.

1. The purpose of the scoping meeting is to discuss the interconnection request and the utility's preliminary interdependency determination. The parties shall discuss the studies potentially required to safely and reliably interconnect the IC to the utility's system, including the cost responsibilities for the studies.

~~1.~~ 2. A scoping meeting ~~will~~ shall be held ~~within~~ no later than 10 business days after the Interconnection Request Form is deemed complete~~,~~ or as otherwise mutually agreed to in writing by the parties. The utility and the IC shall bring to the meeting ~~personnel, including system engineers and other~~ all resources as may be reasonably required to accomplish the purpose of the meeting, such as system engineers and other personnel.

~~2. The purpose of the scoping meeting is to discuss the interconnection request. The parties shall discuss the studies and the cost responsibilities for the studies.~~

3. The scoping meeting may be omitted by mutual, written agreement of the parties.

C. Feasibility study.

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

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

2. To maintain its position in the utility's interconnection queue, the IC must execute the ~~feasibility study agreement and~~ Feasibility Study Agreement, return it to the utility ~~along with the deposit for the feasibility study~~, and pay the interconnection request study deposit set forth in Schedule 6 of 20VAC5-314-170 within 15 business days after receipt of the agreement. If the IC fails to return the executed ~~feasibility study agreement along with the~~ Feasibility Study Agreement or make the full payment of the interconnection request study deposit within 15 business days after receipt of the agreement, the interconnection request shall be deemed withdrawn and the interconnection request shall lose its place in the utility's interconnection queue.

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

~~4. A deposit of no more than 50% of the estimated feasibility study costs or earnest money of $1,000 may be required from the interconnection customer.~~

~~a. Study costs shall be the utility's actual incremental costs and will be invoiced to the IC after the study is completed and delivered and will include a summary of professional time.~~

~~b. The IC shall pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the utility shall refund such excess within 30 calendar days of the invoice without interest~~

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

5. The feasibility study shall be based on the technical information provided by the IC in the Interconnection Request Form, as may be modified as the result of the scoping meeting. The utility reserves the right to request additional technical information from the IC as may reasonably become necessary consistent with Good Utility Practice during the course of the feasibility study and as designated in accordance with the standard small generator interconnection procedures. All ~~modification~~ modifications

made to the interconnection request shall be made in writing to the utility. If the ~~interconnection customer modifies~~ IC submits a modification to its interconnection request in writing and the utility determines the modification is not a material modification, the time to complete the feasibility study may be extended by mutual, written agreement of the parties.

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

7. The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the SGF:

a. Initial identification of any circuit breaker short circuit capability limits exceeded;

b. Initial identification of any thermal overload or voltage limit violations;

c. Initial review of grounding requirements and electric system protection; and

d. Description and estimated cost of facilities and estimated construction time required to interconnect the SGF and to address the identified short circuit and power flow issues.

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

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

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

11. If the feasibility study shows no potential for adverse system impacts, then within ~~five~~ 10 business days of the completion of the study, the utility shall send the IC either an ~~executable Small Generator Interconnection Agreement~~ SGIA (Schedule ~~5,~~ 10 of 20VAC5-314-170) or a ~~facilities study agreement~~ Facilities Study Agreement (Schedule 9 of 20VAC5-314-170), including an outline of the scope of the facilities study and an estimate of the cost to perform the study.

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

D. System impact study.

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

2. To maintain its position in the utility's interconnection queue, the IC must execute the ~~system impact study agreement and~~ System Impact Study Agreement, return it to the utility ~~along with the~~, and if applicable, pay the interconnection request study deposit ~~for the system impact study~~ set forth in Schedule 6 of 20VAC5-314-170 within 15 business days after receipt of the agreement. If the IC fails to return the executed ~~system impact study agreement along with the~~ System Impact Study Agreement or make the full payment of the applicable interconnection request study deposit within 15 business days after receipt of the agreement, the interconnection request shall be deemed withdrawn, and the interconnection request shall lose its place in the utility's interconnection queue.

~~3. A deposit equal to the estimated cost of a system impact study may be required from the IC.~~

~~a. Study cost shall be the utility's actual incremental costs and will be invoiced to the IC after the study is completed and delivered and will include a summary of professional time.~~

~~b. The IC shall pay any study costs that exceed the deposit within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the utility shall refund the excess within 30 calendar days of the invoice without interest~~

3. System impact study costs will be deducted from the interconnection request study deposit pursuant to Schedule 8 of 20VAC5-314-170.

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

5. A system impact study will be based upon the results of the feasibility study, if applicable, and the technical information provided by the ~~interconnection customer~~ IC in the interconnection request. The utility reserves the right to request additional technical information from the IC as may reasonably become necessary consistent with Good Utility Practice during the course of the system impact study. If the IC modifies its designated point of interconnection~~,~~ or interconnection request~~,~~ or the technical information provided ~~therein~~ in the connection request, the time to complete the system impact study may be extended by written, mutual agreement.

6. A system impact study shall consist of a study of the potentially impacted transmission and distribution systems, a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, grounding reviews, distribution load flow study, analysis of equipment interrupting ratings, protection coordination study, communications study, and impacts on electric system operation, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities and modifications that would be required as a result of the interconnection along with estimates of cost responsibility and time to construct. If arranged with the utility prior to the utility preparing the ~~system impact study agreement~~ System Impact Study Agreement, the system impact study may, at the IC's cost, include one or more alternatives to the point of interconnection; however, such alternative points must be on the same distribution circuit as the point of interconnection the IC specified as the proposed point of interconnection and the SGF must be at the same site.

7. Affected systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All affected systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and the utility has 20 additional business days to complete a system impact study requiring review by affected systems.

8. If the utility uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required network upgrades, the system impact study shall consider all generating facilities ~~(and~~ , and with respect to clause iii ~~below~~ of this subdivision, any identified upgrades associated with such higher queued interconnection~~)~~ that, on the date the system impact study is commenced are~~:~~ (i) directly interconnected with the utility system~~;~~ or (ii) interconnected with affected systems and may have an impact on the proposed interconnection~~;~~ and (iii) have a pending higher queued interconnection request to interconnect with the utility system.

9. A system impact study, if required, shall be completed and the results transmitted to the IC within 45 business days after ~~an agreement~~ the System Impact Study Agreement is signed by the parties~~, or in accordance with the utility's queuing procedures~~.

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

E. Facilities study.

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

2. To maintain its position in the utility's interconnection queue, the IC must execute the ~~facilities study agreement~~ Facilities Study Agreement and return it to the utility ~~along with a completed Facilities Study Information Form (Schedule 5, 20VAC5-314-170) and deposit for the facilities study~~ within 30 business days after receipt of the agreement, unless an extension has been agreed to in writing with the utility. Otherwise, the interconnection request shall be deemed withdrawn, and the interconnection request shall lose its place in the utility's interconnection queue.

~~3. A deposit equal to the estimated cost of a facilities study may be required from the IC.~~

~~a. Study cost shall be the utility's actual incremental costs and will be invoiced to the IC after the study is completed and delivered and will include a summary of professional time.~~

~~b. The IC shall pay any study costs that exceed the deposit within 30 calendar days after receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the utility shall refund the excess within 30 calendar days of the invoice without interest~~

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

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

5. The facilities study shall identify (i) the electrical switching configuration of the equipment, including~~, without limitation,~~ transformer, switchgear, meters, and other station equipment~~;~~ (ii) the nature and estimated cost of the attachment facilities and distribution upgrades necessary to accomplish the interconnection~~;~~ and (iii) an estimate of the time required to complete the construction and installation of such facilities.

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

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

F. Construction planning meeting.

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

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

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

~~F.~~ G. Small Generator Interconnection Agreement. ~~1. Within five~~ No later than 10 business days after ~~transmittal of the final study (i.e. the facilities study, or if applicable, a combined study that satisfies all study requirements)~~ the construction planning meeting, the utility shall provide the ~~interconnection customer~~ IC an executable SGIA as set forth in 20VAC5-314-50 D (Schedule ~~6,~~ 10 of 20VAC5-314-170).

~~2. After receiving the SGIA from the utility, the IC shall have 30 business days or another mutually agreeable deadline, to sign and return the SGIA. If the IC does not return the SGIA within the deadline, the interconnection request shall be deemed withdrawn and the IC shall lose its place in the utility's queue. After the SGIA is signed by the parties, the interconnection of the SGF shall proceed under the provisions of the SGIA.~~

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

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

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

Commissioning tests of the ~~interconnection customer's~~ IC's installed equipment shall be performed pursuant to applicable codes and standards, including IEEE 1547.1 ~~2005 "IEEE,~~ Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems, 2005.~~"~~ The utility shall be given at least five business days written notice, or notice as otherwise mutually agreed to in writing by the parties, of the tests to be performed, and the utility shall be allowed ~~to be present~~ to

witness the commissioning tests. The utility shall not be compensated by the IC for witnessing commissioning tests.

**20VAC5-314-100. Disputes.**

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

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

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

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

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

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

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

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

1. Each party shall employ at least the same standard of care to protect confidential information obtained from the other party as it employs to protect its own confidential information.

2. Each party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this section to prevent the release of confidential information without bond or proof of damages~~,~~ and may seek other remedies available at law or in equity for breach of this provision.

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

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

1. Project IC company name;

2. Queue number;

3. Maximum generating capacity;

4. Location of the SGF; and

5. Date of the submission of the completed Interconnection Request Form.

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

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

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

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

justification for the actions taken on the interconnection requests.

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

1. Queue number.

2. The physical address or geographic coordinates (latitude and longitude) of the SGF.

3. Fuel type.

4. The capacity of the SGF, in terms of megawatts.

5. The substation and transformer to which the project will be interconnected.

6. The feeder or circuit to which the project will be interconnected.

7. The date of submission of final completed Interconnection Request Form.

8. Interdependency status (e.g., Project A or Project B).

9. Status of the request in the interconnection process (e.g., SGIA executed, connected, canceled).

10. The date of final completed signed SGIA.

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

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

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

A. If the interconnection request is for an increase in capacity for an existing ~~small generating facility~~ SGF, the interconnection request shall be evaluated on the basis of the new total capacity of the SGF.

B. If the interconnection request is for ~~a~~ an SGF that includes multiple energy production or storage devices at a site for which the ~~interconnection customer~~ IC seeks a single point of interconnection, the interconnection request shall be evaluated on the basis of the ~~aggregate capacity of the multiple devices~~ maximum generating capacity of the SGF.

C. The interconnection request shall be evaluated using the maximum ~~rated~~ capacity ~~of~~ that the SGF is capable of injecting into the utility's electric system. However, if the maximum generating capacity that the SGF is capable of injecting into the utility's electric system is limited (e.g., through use of a control system, power relays, or other similar device settings or adjustments), then the IC must obtain the utility's agreement, with such agreement not to be unreasonably withheld, that the manner in which the IC proposes to implement such a limit will not adversely affect the safety and reliability of the utility's system. If the utility does not so agree, then the interconnection request must be withdrawn or revised to specify the maximum capacity that the SGF is capable of injecting into the utility's electric system without such limitations. Nothing in this section shall prevent a utility from considering an output higher than the limited output, if appropriate, when evaluating system protection impacts.

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

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

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

For an SGF with a rated capacity exceeding 500 kW ~~but not exceeding 2 MW~~, the IC, at its own expense, shall secure and maintain in effect during the term of the agreement, liability insurance with a combined single limit for bodily injury and property damage of not less than $2 million for each occurrence. ~~Insurance coverage for an SGF with a rated capacity exceeding 2 MW shall be determined on a case-by-case basis and shall reflect the size of the installation and the potential for system damage.~~

An IC of sufficient creditworthiness, as determined by the utility, may propose to provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk

management practices, and such a proposal shall not be reasonably rejected.

B. Certificates of insurance evidencing the requisite coverage and provision shall be furnished to the utility prior to the date of interconnection of the SGF, as required by the utility. The utility shall be permitted to periodically obtain proof of current insurance coverage from the IC in order to verify continuing proper liability insurance coverage. The ~~IC will not be allowed~~ utility reserves the right to refuse to commence or continue interconnected operations unless evidence is provided that required insurance coverage is in effect at all times.

C. Utility and IC liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney fees, relating to or arising from any act or omission pursuant to this chapter shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, special, incidental, consequential, or punitive damages of any kind.

D. The utility and the IC shall at all times indemnify, defend, and save the other party harmless from any damages; losses; claims, including claims and actions relating to injury or death of any person or damage to property; demand; suits; recoveries; costs and expenses; court costs; attorney fees; and all other obligations by or to third parties arising out of or resulting from the other party's action or inaction of its obligations pursuant to this chapter on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified party.

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

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

**Schedule 1**

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

~~PURSUANT TO 20VAC5-314-40 OF THE COMMISSION'S REGULATIONS GOVERNING INTERCONNECTION OF SMALL ELECTRICAL GENERATORS, APPLICANT HEREBY GIVES NOTICE OF INTENT TO OPERATE A GENERATING FACILITY.~~

**~~Section 1. Interconnection Customer Information~~**

~~Name:_____~~

~~Mailing Address:_____~~

~~City, State, Zip:_____~~

~~Street Address:_____~~

~~City, State, Zip:_____~~

~~Phone Number(s):_____~~

~~Fax Number:_____ Email:_____~~

~~Utility:_____~~

~~Utility Account Number:_____~~

~~Competitive Service Provider:_____~~

~~CSP Account Number:_____~~

~~Proposed Interconnection Date:_____~~

**~~Section 2. Processing Fee~~**

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

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

~~SGF owner:_____~~

~~SGF operator:_____~~

~~Business relationship to applicant:_____~~

~~Mailing address:_____~~

~~City, State, Zip:_____~~

~~SGF Address:_____~~

~~City, State, Zip:_____~~

~~Phone Number(s):_____~~

~~Fax Number:_____ Email:_____~~

~~Fuel Type:_____~~

~~Generator Manufacturer and Model:_____~~

~~Rated Capacity in kilowatts: AC:_____ DC:_____~~

~~Inverter Manufacturer and Model:_____~~

~~Battery Backup: Yes_____ No_____~~

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

**~~Section 4. Information for Generators with an AC capacity in excess of 25 kW~~**

~~Is the proposed generator inverter based? Yes_____ No_____~~

~~Generator Type: Inverter~~ ~~Induction~~ ~~Synchronous~~

~~Frequency:_____ Hz; Number of phases: One___~~ ~~Three___~~

~~Rated Capacity: DC _____ kW; AC apparent _____ kVA; AC real _____ kW;~~

~~Power factor _____%; AC voltage _____; AC amperage_____~~

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

**~~Section 5. Vendor Certification~~**

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

~~Signed (Vendor):_____ Date:_____~~

~~Name (printed):_____~~

~~Company:_____~~

~~Phone Number:_____~~

~~Mailing Address:_____~~

~~City, State, Zip:_____~~

**~~Section 6. Electrician Certification~~**

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

~~Signed (Licensed Electrician):_____ Date:_____~~

~~Name (printed):_____~~

~~License Number:_____ Phone Number:_____~~

~~Mailing Address:_____~~

~~City, State, Zip:_____~~

~~**Section 7. Applicant Signature**~~

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

~~Signature of Applicant:_____~~

~~Date:_____~~

~~**Section 8. Utility Acknowledgement of Receipt**~~

~~Signed:_____~~

~~Title:_____~~

~~Utility:_____~~

~~Date:_____~~

~~Utility signature signifies only receipt of this form, in compliance with 20VAC5-314-40, the State Corporation Commission's Regulations Governing Interconnection of Small Electrical Generators.~~

**Glossary of Terms**

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

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

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

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

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

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

"Commission" means the Virginia State Corporation Commission.

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

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

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

"Facilities study" has the meaning ascribed to it in 20VAC5-314-70 E.

"Feasibility study" has the meaning ascribed to it in 20VAC5-314-70 C.

"Good Utility Practice" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost, consistent with good business practices, reliability,

safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to include practices, methods, or acts generally accepted in the region.

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

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

"Interconnection request" means the interconnection customer's request, in accordance with the Regulations Governing Interconnection of Small Electric Generators (20VAC5-314), to interconnect a new small generating facility or to increase the capacity of or make a material modification to the operating characteristics of an existing small generating facility that is interconnected with the utility system.

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

"Material modification" has the meaning ascribed to it in 20VAC5-314-39.

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

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

"Party" means the utility or the interconnection customer.

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

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

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

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

"System impact study" has the meaning ascribed to it in 20VAC5-314-70 D.

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

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

**Schedule 2**

**Certification of Small Generator Equipment Packages**

Small generating facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (i) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced ~~below~~ in this Schedule 2 by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in SGIP Schedule 3~~,~~ of 20VAC5-314-170; (ii) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application~~,~~; and (iii) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.

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

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

If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an IC must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.

Provided the generator or electric source, when combined with the equipment package~~,~~ is within the range of capabilities for which it was tested by the NRTL~~,~~ and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing, or additional equipment on the customer side of the point of interconnection shall be required to meet the requirements of this interconnection procedure.

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

**Schedule 3**

**Certification Codes and Standards**

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

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

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems

NFPA 70 (2005), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

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

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

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

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

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

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

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

**Schedule 4**

**~~LEVELS 2 AND 3 INTERCONNECTION REQUEST FORM SMALL GENERATING FACILITY LESS THAN 20 MW~~**

**~~Section 1. Interconnection Customer Information~~**

~~Name:_____~~

~~Contact person:_____~~

~~Mailing address:_____~~

~~City, State, Zip:_____~~

~~Utility and account number:_____~~

~~Energy Service Provider and account number:_____~~

~~Facility address:_____~~

~~Telephone (Day):_____ (Evening):_____~~

~~Fax:_____ E-Mail:_____~~

~~Alternative contact information~~

~~Contact Name:_____~~

~~Title:_____~~

~~Mailing Address:_____~~

~~City, State, Zip:_____~~

~~Telephone (Day):_____ (Evening):_____~~

~~Fax:_____ E-Mail:_____~~

~~Application is for: New Small Generating Facility_____ Capacity addition____~~

~~If capacity addition to existing facility, please describe:~~
~~_____~~

~~The Small Generating Facility will supply: Interconnection Customer __ others __~~

~~Point of Interconnection:_____~~

~~Interconnection Customer's requested in-service date:_____~~

**~~Section 2. Processing Fee or Deposit~~**

~~If the Interconnection Request is submitted as Level 2, the nonrefundable processing fee payable to the utility is $500.~~

~~If the Interconnection Request is submitted as Level 3, the Interconnection Customer shall submit to the Utility the deposit is $1,000, or 50% of the estimated cost of the Feasibility Study, whichever is less.~~

**Section 3. Small Generating Facility Information**

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

Energy Source:___ Solar___ Wind___ Hydro___ Hydro Type:_____

Diesel___ Natural Gas___ Fuel Oil___ Other (describe)_____

Prime Mover: Fuel Cell____ Recip Engine____ Gas Turb____ Steam Turb____ Microturbine____ PV____ Other (describe)_____

Type of Generator: Synchronous_____ Induction_____ Inverter_____

Generator Nameplate Rating:_____ kW ___ Generator Nameplate kVAR:_____

Interconnection customer or customer-site load:_____kW

Typical reactive load:_____

Maximum physical export capability requested:_____ kW

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

| Equipment | Certifying Entity |
|---|---|
| 1._____ | 1._____ |
| 2._____ | 2._____ |
| 3._____ | 3._____ |
| 4._____ | 4._____ |
| 5._____ | 5._____ |

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

Generator (or solar collector)

Manufacturer, model name & number:_____

Version Number:_____

Nameplate Output Power Rating in kW: (Summer)_____ (Winter)_____

Nameplate Output Power Rating in kVA: (Summer)_____ (Winter)_____

Individual Generator Power Factor

Rated Power Factor: Leading:_____ Lagging:_____

Total number of generators in wind farm to be interconnected pursuant to this Interconnection Request:
Elevation:_____ Single phase___ Three phase___

Inverter manufacturer, model name & number:_____

List of adjustable set points for the protective equipment or software:_____

Note: A completed power systems load flow data sheet must be supplied with the Interconnection Request.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current:_____ Instantaneous___ or RMS_____

Harmonics characteristics:_____

Start-up requirements:_____

~~Small Generating Facility Characteristic Data (for rotating machines)~~

~~RPM Frequency:_____~~

~~Neutral Grounding Resistor (If Applicable):_____~~

~~Synchronous Generators:~~

~~Direct Axis Synchronous Reactance, $X_d$:_____ P.U.~~

~~Direct Axis Transient Reactance, $X'_d$:_____ P.U.~~

~~Direct Axis Subtransient Reactance, $X''_d$:_____ P.U.~~

~~Negative Sequence Reactance, $X_2$:_____ P.U.~~

~~Zero Sequence Reactance, $X_0$:_____ P.U.~~

~~KVA Base:_____~~

~~Field Volts:_____~~

~~Field Amperes:_____~~

~~Induction Generators:~~

~~Motoring Power (kW):_____~~

~~$I^2t$ or K (Heating Time Constant):_____~~

~~Rotor Resistance, $R_r$:_____~~

~~Stator Resistance, $R_s$:_____~~

~~Stator Reactance, $X_s$:_____~~

~~Rotor Reactance, $X_r$:_____~~

~~Magnetizing Reactance, $X_m$:_____~~

~~Short Circuit Reactance, $X_d'''$:_____~~

~~Exciting Current:_____~~

~~Temperature Rise:_____~~

~~Frame Size:_____~~

~~Design Letter:_____~~

~~Reactive Power Required In Vars (No Load):_____~~

~~Reactive Power Required In Vars (Full Load):_____~~

~~Total Rotating Inertia, H:_____ Per Unit on kVA base~~

~~Excitation and Governor System Data for Synchronous Generators Only:~~

~~Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.~~

**~~Section 4. Customer's Interconnection Facilities Information~~**

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

~~Will the transformer be provided by the 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:_____ Volts _____ Delta _____ Wye _____ Wye Grounded~~

~~Transformer Secondary:___ Volts _____ Delta _____ Wye _____ Wye Grounded~~

~~Transformer Tertiary:_____ Volts _____ Delta _____ Wye _____ Wye Grounded~~

~~Transformer Fuse Data (If applicable, for 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):___~~

~~Interconnection Protective Relays (If Applicable):~~

~~If microprocessor-controlled:~~

~~Manufacturer:_____ Type:_____~~

~~Model No. _____ Firmware ID:_____ Instruction Book No. _____~~

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

| ~~Setpoint Function~~ | ~~Minimum~~ | ~~Maximum~~ |
|---|---|---|
| ~~1._____~~ | ~~_____~~ | ~~_____~~ |
| ~~2._____~~ | ~~_____~~ | ~~_____~~ |
| ~~3._____~~ | ~~_____~~ | ~~_____~~ |
| ~~4._____~~ | ~~_____~~ | ~~_____~~ |
| ~~5._____~~ | ~~_____~~ | ~~_____~~ |
| ~~6._____~~ | ~~_____~~ | ~~_____~~ |

~~If Discrete Components:~~

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

~~Manufacturer:_____ Type:_____ Style/Catalog No.:_____ Proposed Setting:_____~~

~~Manufacturer:_____ Type:_____ Style/Catalog No.:_____ Proposed Setting:_____~~

~~Manufacturer:_____ Type:_____ Style/Catalog No.:_____ Proposed Setting:_____~~

~~Manufacturer:_____ Type:_____ Style/Catalog No.:_____ Proposed Setting:_____~~

~~Manufacturer:_____ Type:_____ Style/Catalog No.:_____ Proposed Setting:_____~~

~~Current Transformer Data (If applicable):~~

~~(Enclose copy of manufacturer's excitation and ratio correction curves)~~

~~Manufacturer:_____~~

~~Type:_____ Accuracy Class:_____ Proposed Ratio Connection:_____~~

~~Manufacturer:_____~~

~~Type:_____ Accuracy Class:_____ Proposed Ratio Connection:_____~~

~~Potential Transformer Data (If applicable):~~

~~Manufacturer:_____~~

~~Type:_____ Accuracy Class:_____ Proposed Ratio Connection:_____~~

~~Manufacturer:_____~~

~~Type:_____ Accuracy Class:_____ Proposed Ratio Connection:_____~~

~~**Section 5. General Information**~~

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

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

~~Describe the proposed location of the protective interface equipment on the property:_____~~

~~Enclose a copy of any site documentation that describes and details the operation of the protection and control schemes. Is available documentation enclosed? Yes____ No____~~

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

~~Are schematic drawings enclosed? Yes____ No____~~

~~**Section 6. Interconnection Customer Signature**~~

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

~~Signature:_____ Date:_____~~

~~**Section 7. Utility Acknowledgement of Receipt**~~

~~Signed:_____~~

~~Title:_____~~

~~Utility:_____~~

~~Date:_____~~

~~Utility signature signifies only receipt of this form, in compliance with 20VAC5-314-50 of the State Corporation Commission's Regulations Governing Interconnection of Small Electrical Generators.~~

**GENERATING FACILITY PREAPPLICATION REPORT REQUEST FORM**

Preamble and Instructions

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

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

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

Date:_____

Interconnection Customer Name (print):_____

_____

Contact Person:_____

_____

Mailing Address:_____

_____

City:_____ State:_____ Zip Code:_____

Telephone (Daytime):_____

Email Address:_____

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

Name (print):_____

Role:_____

Contact Person:_____

_____

Mailing Address:_____

City:_____ State:_____ Zip Code:_____

Telephone (Daytime):_____

Email Address:_____

Facility Information:

1. Proposed facility location

Address (or cross-roads):_____

City:_____ State:_____ Zip Code:_____

☐ Site map provided (Google, MapQuest, etc.)

☐ Grid coordinates - Latitude:_____ Longitude:_____

☐ Pole or tower number if available:_____

2. Primary energy source

**Choose one:**

| Renewable | Nonrenewable |
|---|---|
| ☐ 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 (please specify) |
| ☐ Biomass – Solid Waste | ☐ Other (please specify) |
| ☐ Biomass – Sewage Digester Gas | |
| ☐ Biomass – Wood | |
| ☐ Biomass – Other (please specify) | |
| ☐ Hydro Power – Run of River | |
| ☐ Hydro Power – Storage | |
| ☐ Hydro Power – Tidal | |
| ☐ Hydro Power – Wave | |
| ☐ Wind | |
| ☐ Geothermal | |
| ☐ Battery | |
| ☐ Other (please specify) | |

3. Prime mover

**Choose one:**

| | |
|---|---|
| ☐ Photovoltaic (PV) | ☐ Steam Turbine |
| ☐ Fuel Cell | ☐ Micro-Turbine |
| ☐ Reciprocating Engine | ☐ Other, Including Combined Heat and Power (please specify) |
| ☐ Gas Turbine | |

4. Type of generator

**Choose one:**

| | |
|---|---|
| ☐ Inverter-Based Machine | |
| ☐ Induction | |
| ☐ Synchronous | |
| ☐ Other (please specify) | |

5. Generator/Storage Nameplate Capacity: _____ kW

Maximum Generating Capacity 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.)

Storage Nameplate Energy: _____ kWh

6. Generator configuration: ☐ Single-phase ☐ Three-phase

7. Interconnection configuration

☐ New generation

☐ Stand-alone

☐ Addition to existing commercial or industrial customer's delivery

Customer's electric utility account number: _____

Customer's electric meter number: _____

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

☐ No

☐ Yes, Details,

_____

Proposed point of interconnection on customer-side of utility meter

_____

****OR****

☐ Addition to existing generation

☐ Stand-alone

☐ Addition to existing commercial or industrial customer's delivery

Customer's electric utility account number:

_____

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

_____

_____

_____

**Schedule 5**

**~~LEVELS 2 AND 3 FACILITIES STUDY INFORMATION FORM FOR SMALL GENERATING FACILITIES LESS THAN 20 MW~~**

~~1. Provide a location plan and simplified one-line diagram of the plant and station facilities.~~

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

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

~~3. Indicate whether an alternate source of auxiliary power will be available during CT/PT maintenance. Yes_____ No_____~~

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

~~5. State the type of control system or Programmable Logic Controller (PLC) that will be located at the small generating facility.~~

~~_____~~

~~_____~~

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

~~_____~~

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

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

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

~~_____~~

~~_____~~

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

~~_____~~

~~_____~~

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

~~12. State the line length from interconnection station to utility system.~~

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

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

~~15. Provide the following proposed schedule dates:~~

~~a. Date IC to begin construction:~~

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

~~c. Date IC will test SGF:~~

~~d. Date IC will place SGF into commercial operation:~~

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

PURSUANT TO 20VAC5-314-40, APPLICANT HEREBY GIVES NOTICE OF INTENT TO OPERATE A GENERATING FACILITY.

**Section 1. Interconnection Customer Information**

Name:

Mailing Address:

City, State, Zip:

Street Address:

City, State, Zip:

Phone Number(s):

Fax Number: Email:

Utility:

Utility Account Number:

Competitive Service Provider:

CSP Account Number:

Proposed Interconnection Date:

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

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

**Section 2. Processing Fee**

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

**Section 3. Small Generating Facility Information**

SGF Owner:_____

SGF Operator:_____

Business Relationship to Applicant:_____

Mailing Address:_____

City, State, Zip:_____

SGF Address:_____

City, State, Zip:_____

Phone Number(s):_____

Fax Number:_____ Email:_____

Fuel Type:_____

Generator Manufacturer and Model:_____

Rated Capacity in Kilowatts: AC:_____ DC:_____

Inverter Manufacturer and Model:_____

Battery Backup: Yes_____ No_____

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

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

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

Is the proposed generator inverter based? Yes_____ No_____

Generator Type: Inverter Induction Synchronous

Frequency:_____ Hz; Number of Phases: One___ Three___

Rated Capacity: DC_____ kW; AC Apparent_____ kVA; AC Real_____ kW;

Power Factor _____%; AC Voltage _____; AC Amperage_____

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

**Section 5. Site Control**

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

1. Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the SGF;

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

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

4. An existing permanent service metered account with the utility at the site and in the name of the IC.

**Section 6. Vendor Certification**

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

Signed (Vendor):_____ Date:_____

Name (Printed):_____

Company:_____

Phone Number:_____

Mailing Address:_____

City, State, Zip:_____

**Section 7. Electrician Certification**

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

Signed (Licensed Electrician):_____ Date:_____

Name (printed):_____

License Number:_____ Phone Number:_____

Mailing Address:_____

City, State, Zip:_____

**Section 8. Applicant Signature**

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

Signature of Applicant:_____

Date:_____

**Section 9. Utility Acknowledgment of Receipt**

Signed:_____

Title:_____

Utility:_____

Date:_____

Utility signature signifies only receipt of this form, in compliance with 20VAC5-314-40.

**Schedule 6**

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

~~This Small Generator Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 20__, by _____ (" Utility"), and _____ ("Interconnection Customer") 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:_____~~

**~~Interconnection Customer Information~~**

~~Interconnection Customer:_____~~

~~Attention:_____~~

~~Address:_____~~

~~City, State, Zip:_____~~

~~Phone:_____ Fax:_____~~

~~Interconnection Customer Application No:_____~~

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

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

~~1.1 This Agreement shall be used for all Interconnection Requests for generators in excess of 500 kW submitted pursuant to the Commission's Regulations Governing Interconnection of Small Electrical Generators, Chapter 314 of the Virginia Administrative Code.~~

~~1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's ("IC") Small Generating Facility ("SGF") will interconnect with, and operate in parallel with, the utility system.~~

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

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

~~1.5 Responsibilities of the Parties~~

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

~~1.5.2 The IC shall construct, interconnect, operate and maintain its SGF and construct, operate, and maintain its Customer's Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, in accordance with this Agreement, and with Good Utility Practice.~~

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

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

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

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

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

1.6 Parallel operation obligations

Once the SGF has been authorized to commence parallel operation, the IC shall abide by all rules and procedures pertaining to the parallel operation of the SGF including, but not limited to the rules and procedures concerning the operation of generation set forth in the tariff.

1.7 Metering

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

1.8 Reactive power

1.8.1 The IC shall design its SGF to maintain a composite power delivery at continuous rated power output at the point of interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless 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.

1.8.2 The utility is required to pay the Interconnection Customer for reactive power that the IC provides or absorbs from the SGF when the utility requests the IC to operate its SGF outside the range specified in article 1.8.1. In addition, if the utility pays its own or affiliated generators for reactive power service within the specified range, it must similarly pay the IC.

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

1.9 Capitalized terms used herein shall have the meanings specified in the definitions in Attachment 1 to Schedule 6 or in 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 small generating facility and interconnection facilities prior to interconnection. The IC shall notify the utility of such activities no fewer than five 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. The utility may, at its own expense, send qualified personnel to the SGF site to inspect the interconnection and observe the testing. The IC shall provide the utility a written test report when such testing and inspection is completed.

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

2.2 Authorization required prior to parallel operation

2.2.1 The utility shall use reasonable efforts to list applicable parallel operation requirements in Attachment 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 IC in meeting requirements necessary for the IC to commence parallel operations by the in-service date.

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

2.3 Right of access

2.3.1 Upon reasonable notice, the utility may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the SGF first produces energy to inspect the interconnection, and observe the commissioning of the SGF (including any required testing), startup, and operation for a period of up to three business days after initial start up of the unit. In addition, the IC shall notify the utility at least five business days prior to conducting any on-site verification testing of the SGF.

2.3.2 Following the initial inspection process described 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 this article.

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

3.1 Effective date

This Agreement shall become effective upon execution by the Parties. The utility shall promptly file this Agreement with the Commission's Division of Energy Regulation upon execution.

3.2 Term of Agreement

This Agreement shall remain in effect for a period of 10 years from the effective date or such other longer period as the 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, including the filing with the Commission's Division of Energy Regulation of a notice of termination of this Agreement.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the utility 20 business days written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to article 7.6.

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the utility system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.4 Temporary disconnection

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

3.4.1 Emergency Conditions — "Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) 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 system, the Attachment Facilities or the electrical facilities of others to which the utility system is directly connected; or (iii) 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 Small Generating Facility or the Customer's Interconnection Facilities. Under emergency conditions, the utility may immediately suspend interconnection service and temporarily disconnect the SGF. The utility shall notify the IC promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the IC's operation of the SGF. The IC shall notify the utility promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the utility system or other affected systems. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine maintenance, construction, and repair

~~The utility may interrupt interconnection service or curtail the output of the SGF and temporarily disconnect the SGF from the utility's system when necessary for routine maintenance, construction, and repairs on the utility system. The utility shall provide the IC with at least five business days notice prior to such interruption unless circumstances require shorter notice. The utility shall use reasonable efforts to coordinate such reduction or temporary disconnection with the IC.~~

~~3.4.3 Forced outages~~

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

~~3.4.4 Adverse operating effects~~

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

~~3.4.5 Modification of the Small Generating Facility~~

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

~~3.4.6 Reconnection~~

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

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

~~4.1 Customer's Interconnection Facilities~~

~~The IC shall be responsible for the costs associated with owning, operating, maintaining, repairing, and replacing the Customer's Interconnection Facilities.~~

~~4.2 Attachment Facilities~~

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

~~4.3 Distribution upgrades~~

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

**~~Article 5. Transmission System~~**

~~5.1 Transmission system upgrades~~

~~5.1.1 No portion of section 5.1 of this article 5 shall apply unless the interconnection of the Small Generating Facility requires transmission system upgrades.~~

~~5.1.2 The utility shall design, procure, construct, install, and own the transmission system upgrades described in Attachment 6 of this Agreement. If the utility and the Interconnection Customer agree, the IC may construct transmission system upgrades that are located on land owned by the IC. The costs of the transmission system upgrades shall be borne by the IC.~~

5.1.3 Notwithstanding any other provision of section 5.1 of article 5, in the event and to the extent an RTE has rules, tariffs, agreements, or procedures properly applying to transmission system upgrades, the provisions of section 5.2 of article 5 shall apply to such upgrades.

5.2 Regional Transmission Entities

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

5.3 Rights under other agreements

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

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

6.1 Billing and payment procedures and final accounting

6.1.1 The utility shall bill the IC for the design, engineering, construction, and procurement costs of attachment facilities and upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The IC shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within 120 calendar days of completing the construction and installation of the attachment facilities and/or distribution upgrades described in the Attachments to this Agreement, the utility shall provide the IC with a final accounting report of any difference between (i) the IC's cost responsibility for the actual cost of such facilities or upgrades, and (ii) the IC's previous aggregate payments to the utility for such facilities or upgrades. If the IC's cost responsibility exceeds its previous aggregate payments, the utility shall invoice the IC for the amount due and the IC shall make payment to the utility within 30 calendar days. If the IC's previous aggregate payments exceed its cost responsibility under this Agreement, the utility shall refund to the IC an amount equal to the difference within 30 calendar days of the final accounting report.

6.2 Milestones

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

6.3 Financial security arrangements

At least 20 business days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the attachment facilities and distribution upgrades, the Interconnection Customer shall provide the utility, at the IC's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the utility and is consistent with the Uniform Commercial Code of the jurisdiction where the point of interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for designing, procuring, installing, and constructing the applicable portion of the attachment facilities and distribution upgrades 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 IC, up to an agreed-to maximum amount.

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

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

7.1 Assignment

This Agreement may be assigned by either Party upon 15 business days prior written notice and opportunity to object by the other Party; provided that:

7.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;

7.1.2 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 SGF, provided that the IC will promptly notify the utility of any such assignment.

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

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. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the IC. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

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, consequential, or punitive damages, 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 hold 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 failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified Party is entitled to indemnification under this article 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 person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

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

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

7.4 Consequential damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including 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 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 means "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing."

7.5.2 If a Force Majeure event prevents a Party from fulfilling any 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) is the result of a Force Majeure event as defined in this Small Generator Interconnection Agreement or the result of an act or omission of the other Party. Upon a default, the Nondefaulting Party shall give written notice of such default to the Defaulting Party. Except as provided in article 7.6.2, the Defaulting Party shall have 60 calendar days from receipt of the default notice within which to cure the default; however, if the default is not capable of cure within 60 calendar days, the Defaulting Party shall commence the cure within 20 calendar days after notice and continuously and diligently complete the cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.

7.6.2 If a default is not cured as provided in this article, or if a default is not capable of being cured within the period provided for herein, the Nondefaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation 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, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be in accordance with 20VAC5-314-160 of the Commission's Regulations Governing the Interconnection of Small Electrical Generators. The IC shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Insurance shall be obtained from an insurance provider authorized to do business in the State of Virginia. Certification that such insurance is in effect shall be provided upon request of the utility, except that the IC shall show proof of insurance to the utility no later than 10 business days prior to the anticipated commercial operation date of the SGF. An IC of sufficient creditworthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

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

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

**Article 9. Confidentiality**

9.1 Confidential information shall mean any confidential 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.

9.2.1 Each Party shall employ at least the same standard of care to protect confidential information obtained from the other Party as it employs to protect its own confidential information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of confidential information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

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

**Article 10. Disputes**

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

10.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute. The Parties shall make a good faith effort to resolve the dispute informally within 10 business days.

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

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

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

**Article 11. Taxes**

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

11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the utility's tax exempt status with respect to the issuance of bonds including, 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 Virginia without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

12.2 Amendment

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

~~12.3 No third-party beneficiaries~~

~~This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations 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 to be a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by the Interconnection Customer shall not constitute a waiver of the IC's legal rights to obtain an interconnection from the utility. Any waiver of this Agreement shall, if requested, be provided in writing.~~

~~12.5 Entire Agreement~~

~~This Agreement, including all Attachments, 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 into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.~~

~~12.8 Severability~~

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

~~12.9 Environmental releases~~

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

~~12.10 Subcontractors~~

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

~~12.10.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the~~

hiring Party hires as if no subcontract had been made; however, in no event shall the utility be liable for the actions or inactions of the IC or its subcontractors with respect to obligations of the IC under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

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

12.11 Reservation of rights

The utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation.

**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, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer:_____

Attention:_____

Address:_____

City, State, Zip:_____

Phone:_____ Fax:_____

If to the Utility:

Utility:_____

Attention:_____

Address:_____

City, State, Zip:_____

Phone:_____ Fax:_____

13.2 Billing and payment

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

If to the Interconnection Customer:

Interconnection Customer:_____

Attention:_____

Address:_____

City, State, Zip:_____

If to the Utility:

Utility:_____

Attention:_____

Address:_____

City, State, Zip:_____

13.3 Alternative forms of notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out below:

If to the Interconnection Customer:

Interconnection Customer:_____

Attention:_____

Address:_____

City, State, Zip:_____

Phone:_____ Fax:_____

If to the Utility:

Utility:_____

Attention:_____

Address:_____

City, State, Zip:_____

Phone:_____ Fax:_____

13.4 Designated operating representative

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

Interconnection Customer's Operating Representative:

Interconnection Customer:_____

Attention:_____

Address:_____

City, State, Zip:_____

Phone:_____ Fax:_____

Utility's Operating Representative:

Utility:_____

Attention:_____

Address:_____

City, State, Zip:_____

Phone:_____ Fax:_____

13.5 Changes to the notice information

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

**Article 14. Signatures**

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

For the Utility

Name:_____

Title:_____

~~Date:_____~~

~~For the Interconnection Customer~~

~~Name:_____~~

~~Title:_____~~

~~Date:_____~~

**~~Attachment 1 to~~**

**~~Schedule 6~~**

**~~Glossary of Terms~~**

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

~~"Affected system operator" means an entity that operates an affected system or, if the affected system is under the operational control of an independent system operator or a Regional Transmission Entity, such independent entity.~~

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

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

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

~~"Certified" has the meaning ascribed to it in Schedule 2 of Chapter 314 (20VAC5-314) of the Virginia Administrative Code.~~

~~"Commission" means the Virginia State Corporation Commission.~~

~~"Competitive service provider" means any entity, other than the utility, supplying electric energy service to the Interconnection Customer.~~

~~"Customer's interconnection facilities" means all the facilities and equipment owned, operated and maintained by the Interconnection Customer, between the Small Generating Facility and the point of interconnection necessary to physically and electrically interconnect the Small Generating Facility to the utility system.~~

~~"Default" means the failure of a breaching Party to cure its breach under the Small Generator Interconnection Agreement.~~

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

~~"Distribution upgrades" means the additions, modifications, and upgrades to the utility's distribution system at or beyond the point of interconnection necessary to abate problems on the utility's distribution system caused by the interconnection of the Small Generating Facility. Distribution upgrades do not include customer's interconnection facilities or attachment facilities.~~

~~"Facilities study" has the meaning ascribed to it in the commission's regulations governing the interconnection of small generating facilities at 20VAC5-314-70 E.~~

~~"Feasibility study" has the meaning ascribed to it in the commission's regulations governing the interconnection of small generating facilities at 20VAC5-314-70 C.~~

~~"FERC" means the Federal Energy Regulatory Commission.~~

~~"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts 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" means any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided that such term does not include the Interconnection Customer, the utility, or a utility affiliate.~~

~~"Interconnection Customer" or "IC" means any entity proposing to interconnect a new Small Generating Facility with the utility system.~~

~~"Interconnection request" means the IC's request, in accordance with Chapter 314 (20VAC5-314) of the Virginia Administrative Code, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a material modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the utility system.~~

~~"Interconnection studies" means the studies conducted by the utility, or a third party agreed to by the utility and the Interconnection Customer, in order to determine the interaction of the Small Generating Facility with the utility system and the affected systems in order to specify any modifications to the Small Generating Facility or the electric systems studied to ensure safe and reliable operation of the Small Generating Facility in parallel with the utility system.~~

~~"Material modification" means a modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.~~

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

~~"Party" or "Parties" means the utility, the Interconnection Customer or both.~~

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

~~"Regional Transmission Entity" or "RTE" shall refer to an entity having the management and control of a utility's transmission system as further set forth in § 56-579 of the Code of Virginia.~~

~~"Small Generating Facility" or "generator" or "SGF" means the Interconnection Customer's equipment for the production of electricity identified in the Interconnection Request.~~

~~"Small Generator Interconnection Agreement" or "SGIA" means the agreement between the utility and the Interconnection Customer as set forth in Schedule 6 of Chapter 314 (20VAC5-314) of the Virginia Administrative Code.~~

~~"Supplemental review" has the meaning ascribed to it in the Commission's regulations governing the interconnection of small generating facilities at 20VAC5-314-70 I.~~

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

~~"System impact study" has the meaning ascribed to it in the Commission's regulations governing the interconnection of small generating facilities at 20VAC5-314-70 D.~~

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

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

~~"Utility" means the public utility company subject to regulation by the Commission pursuant to Chapter 10 (§ 56-232 et seq.) of Title 56 of the Code of Virginia with regard to rates and/or service quality to which the Interconnection Customer proposes to interconnect a Small Generating Facility.~~

**Attachment 2 to**

**Schedule 6**

**Description and Costs of the Small Generating Facility, Customer's Interconnection Facilities, Attachment Facilities and Metering Equipment**

The following shall be provided in this exhibit:

1. An itemization of the major equipment components owned by the Interconnection Customer and the utility, including components of the Small Generating Facility, the customer's interconnection facilities, attachment facilities, and metering equipment. Such itemization shall identify the owner of each item listed.

2. The utility's estimated itemized cost of its attachment facilities and its metering equipment.

3. The utility's estimated cost of its annual operation and maintenance expenses associated with attachment facilities and metering equipment to be charged to the Interconnection Customer.

**Attachment 3 to**

**Schedule 6**

**One-line Diagram Depicting the Small Generating Facility, Customer's Interconnection Facilities, Attachment Facilities, Metering Equipment, and Distribution Upgrades**

(Diagram and description to be provided by Interconnection Customer unless the utility elects to prepare this schedule. If this schedule is prepared by the utility, the IC shall provide a one-line diagram of the SGF and IC's interconnection facilities for the utility to use as a data source for preparing this schedule.)

**Attachment 4 to**

**Schedule 6**

**Milestones**

In Service Date:_____

Critical milestones and responsibility as agreed to by the Parties:

| **Milestone/Date** | **Responsible Party** |
|---|---|
| (1)_____ | _____ |
| (2)_____ | _____ |
| (3)_____ | _____ |
| (4)_____ | _____ |
| (5)_____ | _____ |
| (6)_____ | _____ |
| (7)_____ | _____ |
| (8)_____ | _____ |
| (9)_____ | _____ |
| (10)_____ | _____ |

Agreed to by:

For the Utility_____ Date_____

For the Transmission Owner (If Applicable)_____ Date_____

For the Interconnection Customer_____ Date_____

~~**Attachment 5 to**~~

~~**Schedule 6**~~

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

~~The utility shall provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the utility system.~~

~~**Attachment 6 to**~~

~~**Schedule 6**~~

~~**Utility's Description of its Distribution and Transmission Upgrades and Estimate of Upgrade Costs**~~

~~The utility shall provide the following in this attachment:~~

~~1. An itemized list of the upgrades required to be constructed by the utility prior to interconnection of the Small Generating Facility, with transmission and distribution related upgrades shown separately.~~

~~2. An estimate of the cost of each item listed pursuant to item 1.~~

~~3. An estimate of annual operation and maintenance expenses associated with such upgrades that are to be charged to the Interconnection Customer, shown separately for transmission and distribution related items.~~

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

**Section 1. Interconnection Customer Information**

Name:_____

Contact person:_____

Mailing address:_____

City, State, Zip:_____

Telephone (Day):_____ (Evening):_____

Fax:_____ Email:_____

Alternative contact information

Contact Name:_____

Title:_____

Mailing Address:_____

City, State, Zip:_____

Telephone (Day):_____ (Evening):_____

Fax:_____ Email:_____

Application is for: New Small Generating Facility_____ Capacity addition_____

If capacity addition to existing facility, please describe:

_____

The Small Generating Facility will supply: Interconnection Customer __ Others __

Point of Interconnection:_____

Interconnection Customer's requested in-service date:_____

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

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

Request for:

Level 2 Process ____

Level 3 Process ____

Standby Generator / Closed Transition ____

**Section 2. Processing Fee and Deposit**

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

If the interconnection request is submitted as Level 3, the IC shall submit to the utility:

a. The nonrefundable processing fee of $1,000.

b. An interconnection request study deposit of $10,000 plus $1.00 per $kW_{AC}$, pursuant to 20VAC5-314-38. If the SGF is a standby generating facility, the interconnection request study deposit is $5,000.

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

**Section 3. Small Generating Facility Information**

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

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

Site Address: _____

City, State, Zip: _____

Utility and Account Number: _____

Energy Service Provider and Account Number: _____

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

Primary energy source

**Choose one:**

| **Renewable** | **Nonrenewable** |
|---|---|
| ☐ Solar – Photovoltaic | ☐ Fossil Fuel – Diesel |
| ☐ Solar – Thermal | ☐ Fossil Fuel – Natural Gas (not waste) |
| ☐ Biomass – Landfill Gas | ☐ Fossil Fuel – Oil |
| ☐ Biomass – Manure DigesterGas | ☐ Fossil Fuel – Coal |
| ☐ Biomass – Directed Biogas | ☐ Fossil Fuel – Other (please specify) |
| ☐ Biomass – Solid Waste | ☐ Other (please specify) |
| ☐ Biomass – Sewage Digester Gas | |
| ☐ Biomass – Wood | |
| ☐ Biomass – Other (please specify) | |
| ☐ Hydro Power – Run of River | |
| ☐ Hydro Power – Storage | |
| ☐ HydroPower – Tidal | |
| ☐ Hydro Power – Wave | |
| ☐ Wind | |
| ☐ Geothermal | |
| ☐ Battery | |
| ☐ Other (please specify) | |

Prime mover

**Choose one:**

| | |
|---|---|
| ☐ Photovoltaic (PV) | ☐ Steam Turbine |
| ☐ Fuel Cell | ☐ Micro-Turbine |
| ☐ Reciprocating Engine | ☐ Other, including Combined Heat and Power (please specify) |
| ☐ Gas Turbine | |

Type of generator

**Choose one:**

| | |
|---|---|
| ☐ Inverter-Based Machine | |
| ☐ Induction | |
| ☐ Synchronous | |

| | |
|---|---|
| ☐ Other (please specify) | |

Additional comments

Is the SGF located in utility's service area?

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

Generator nameplate rating: _____ kW Generator nameplate kVAR: _____

Interconnection customer or customer-site load: _____ kW

Typical reactive load: _____

Maximum generating capacity requested: _____ $kW_{AC}$

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

| Equipment | Certifying Entity |
|---|---|
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |
| 4. | 4. |
| 5. | 5. |

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

Yes No

Generator (or solar collector)

Manufacturer, Model Name, and Number: _____

Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____

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

Individual Generator Power Factor

Rated Power Factor: Leading: Lagging:

Total number of generators in wind farm to be interconnected pursuant to this interconnection request: Elevation:
Single Phase Three Phase

Inverter Manufacturer, Model Name, and Number:

List of adjustable set points for the protective equipment or software:

Note: A completed power systems load flow data sheet must be supplied with the interconnection request.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: Instantaneous or RMS

Harmonics characteristics:

Start-up requirements:

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency:

Neutral Grounding Resistor (if applicable):

Synchronous Generators:

Direct Axis Synchronous Reactance, $X_d$: P.U.

Direct Axis Transient Reactance, $X_d$: P.U.

Direct Axis Subtransient Reactance, $X_d$: P.U.

Negative Sequence Reactance, $X_2$: P.U.

Zero Sequence Reactance, $X_0$: P.U.

KVA Base:

Field Volts:

Field Amperes:

Induction Generators:

Motoring Power (kW):

$I^2t$ or K (Heating Time Constant):

Rotor Resistance, $R_r$:

Stator Resistance, $R_s$:_____

Stator Reactance, $X_s$:_____

Rotor Reactance, $X_r$:_____

Magnetizing Reactance, $X_m$:_____

Short Circuit Reactance, $X_d$:_____

Exciting Current:_____

Temperature Rise:_____

Frame Size:_____

Design Letter:_____

Reactive Power Required In Vars (No Load):_____

Reactive Power Required In Vars (Full Load):_____

Total Rotating Inertia, H:_____ Per Unit on kVA base

Excitation and Governor System Data for Synchronous Generators Only:

Provide appropriate IEEE model block diagram of excitation system, governor system, and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

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

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

Yes____ No____

Will the transformer be provided by the IC? Yes____ No____

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

Is the transformer: Single Phase_____ Three Phase____ Size: kVA_____

Transformer Impedance:_____% on _____kVA base

If Three Phase:

Transformer Primary:_____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Secondary:___ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Tertiary:_____ Volts _____ Delta _____ Wye _____ Wye Grounded

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

(Attach copy of fuse manufacturer's minimum melt and total clearing time-current curves.)

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

Interconnecting Circuit Breaker (if applicable):

Manufacturer:_____ Type:_____

Load Rating (amps): Interrupting Rating (amps): Trip Speed (cycles):

Interconnection Protective Relays (if applicable):

If Microprocessor-Controlled:

Manufacturer: Type:

Model No. Firmware ID: Instruction Book No.

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

| Setpoint Function | Minimum | Maximum |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |

If Discrete Components:

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

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

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

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

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

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

Current Transformer Data (if applicable):

(Enclose copy of manufacturer's excitation and ratio correction curves.)

Manufacturer:

Type: Accuracy Class: Proposed Ratio Connection:

Manufacturer:

Type: Accuracy Class: Proposed Ratio Connection:

Potential Transformer Data (if applicable):

Manufacturer:

Type: Accuracy Class: Proposed Ratio Connection:

Manufacturer:

Type: Accuracy Class: Proposed Ratio Connection:

**Section 5. General Information**

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

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

Describe the proposed location of the protective interface equipment on the property:_____

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

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

Are schematic drawings enclosed? Yes No

**Section 6. Site Control**

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

1. Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the SGF;

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

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

4. An existing permanent service metered account with the utility at the site and in the name of the IC.

**Section 7. Interconnection Customer Signature**

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

Signature:_____ Date:_____

**Section 8. Utility Acknowledgment of Receipt**

Signed:_____

Title:_____

Utility:_____

Date:_____

Utility signature signifies only receipt of this form, in compliance with 20VAC5-314-50.

**Schedule 7**

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

This Agreement is made and entered into this day of 20 by and between , a organized and existing under the laws of the state of , ("Interconnection Customer,") and , a existing under the laws of the state of , ("Utility"). Interconnection Customer and Utility each may be referred to as a "Party" or collectively as the "Parties."

**RECITALS**

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

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

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

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

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

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

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

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

4.1 Study cost shall be the Utility's actual incremental costs and will be invoiced to the Interconnection Customer no later than 60 business days after the study is completed and delivered and will include a summary of professional time.

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

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

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

7.0 The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the SGF as proposed:

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

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

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

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

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

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

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

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

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

13.0 Governing law, regulatory authority, and rules. The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

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

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

16.0 Waiver.

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

16.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by an Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

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

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

19.0 No partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either

Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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

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

21.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon and shall be construed as having application to any subcontractor of such Party.

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

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

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

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

Signed: Signed:

Name (Printed): Name (Printed):

Title: Title:

**Attachment A to Schedule 7**

**Feasibility Study Agreement**

**Assumptions Used in Conducting the Feasibility Study**

The feasibility study will be based upon the information set forth in the interconnection request and agreed upon in the scoping meeting held on :

1. Designation of point of interconnection and configuration to be studied.

2. Designation of alternative points of interconnection and configuration.

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

**Schedule 8**

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

This Agreement is made and entered into this ____ day of _____ 20____ by and between _____, a _____ organized and existing under the laws of the state of _____, ("Interconnection Customer,") and _____, a _____ existing under the laws of the state of _____, ("Utility"). Interconnection Customer and Utility each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

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

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

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

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

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

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

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

3.1 Study cost shall be the Utility's actual incremental costs and will be invoiced to the Interconnection Customer no later than 60 business days after the study is completed and delivered and will include a summary of professional time.

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

4.0 A system impact study shall identify and detail the electric system impacts that would result if the SGF were interconnected without project modifications or electric system modifications, focusing on the adverse electric system

impacts identified in the feasibility study or in the scoping meeting. A system impact study shall evaluate the impact of the proposed interconnection on the reliability of the electric system.

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

6.0 A system impact study shall consist of a study of the potentially impacted transmission and distribution systems, a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, grounding reviews, distribution load flow study, analysis of equipment interrupting ratings, protection coordination study, and impacts on electric system operation, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities and modifications that would be required as a result of the interconnection along with estimates of cost responsibility and time to construct. If arranged with the Utility prior to the Utility preparing the system impact study agreement, the system impact study may, at the Interconnection Customer's cost, include one or more alternatives to the point of interconnection; however, such alternative points must be on the same distribution circuit as the point of interconnection the Interconnection Customer specified as the proposed point of interconnection.

7.0 Affected systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All affected systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and the Utility has 20 additional business days to complete a system impact study requiring review by affected systems.

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

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

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

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

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

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

11.0 Governing law, regulatory authority, and rules. The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

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

13.0 No third-party beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations pursuant to this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest, and where permitted, their assigns.

14.0 Waiver.

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

14.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall if requested, be provided in writing.

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

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

17.0 No partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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

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

19.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon and shall be construed as having application to any subcontractor of such Party.

19.2 The obligations under this Section 19.0 of this Agreement will not be limited in any way by any limitation of subcontractor's insurance.

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

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

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

Signed: Signed:

Name (Printed): Name (Printed):

Title: Title:

**Schedule 9**

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

This Agreement is made and entered into this day of 20 by and between , a organized and existing under the laws of the state of , ("Interconnection Customer,") and , a existing under the laws of the state of , ("Utility"). Interconnection Customer and Utility each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

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

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

**WHEREAS**, the Interconnection Customer has requested the Utility to perform a facilities study to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to implement the conclusions of the system impact study in accordance with Good Utility Practice to physically and electrically connect the SGF with the Utility's system.

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

1.0 The terms defined in Schedule 1 of 20VAC5-314-170 shall apply to this Schedule 9 of 20VAC 5-314-170.

2.0 The Interconnection Customer elects and the Utility shall cause a facilities study consistent with the standard small generator interconnection procedures.

3.0 The scope of the facilities study shall be subject to data provided in Attachment A to this Agreement.

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

5.0 Facilities study costs will be deducted from the interconnection request study deposit, as set forth in Schedule 6 of 20VAC5-314-170.

5.1 Study cost shall be the Utility's actual incremental costs and will be invoiced to the Interconnection Customer no later than 60 business days after the study is completed and delivered and will include a summary of professional time.

5.2 The Interconnection Customer shall pay any study costs that exceed the deposit within 20 business days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund the excess within 20 business days of the invoice without interest.

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

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

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

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

10.0 Governing law, regulatory authority, and rules. The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

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

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

13.0 Waiver.

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

13.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

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

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

16.0 No partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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

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

18.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon and shall be construed as having application to any subcontractor of such Party.

18.2 The obligations under this Section 18.0 of this Agreement will not be limited in any way by any limitation of subcontractor's insurance.

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

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

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

Signed Signed

Name (Printed): Name (Printed):

Title Title

**Attachment A to Schedule 9**

**Facilities Study Agreement**

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

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

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

3. Indicate whether an alternate source of auxiliary power will be available during CT/PT maintenance. Yes_____ No_____

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

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

_____
_____

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

_____
_____

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

_____
_____

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

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

_____
_____

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

_____
_____

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

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

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

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

15. Provide the following proposed schedule dates:

a. Date Interconnection Customer to begin construction: _____

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

c. Date Interconnection Customer will test SGF: _____

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

**Schedule 10**

**SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)**

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

**Utility Information**

Utility: _____

Attention: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

**Interconnection Customer Information**

Interconnection Customer: _____

Attention: _____

Site Address: _____

City, State, Zip:_____

Phone:_____ Fax:_____

Interconnection Customer Application No:_____

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

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

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

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

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

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

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

1.5 Responsibilities of the Parties.

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

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

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

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

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

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

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

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

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

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

1.8 Reactive power.

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

1.8.2 The Utility is required to pay the IC for reactive power that the IC provides or absorbs from the SGF when the Utility requests the IC to operate its SGF outside the range specified in Section 1.8.1 of this Agreement, unless mutually agreed upon by the Parties. In addition, if the Utility pays its own or affiliated generators for reactive power service within the specified range, it must similarly pay the IC.

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

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

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

2.1 Equipment testing and inspection.

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

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

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

2.2 Authorization required prior to parallel operation.

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

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

2.3 Right of access.

2.3.1 Upon reasonable notice, the Utility may send a qualified person to the premises of the IC at or before the time the SGF first produces energy to inspect the interconnection, and observe the commissioning of the SGF (including any required testing), startup, and operation for a period of up to three business days after initial start-up of the unit. In addition, the IC shall notify the Utility at least five business days prior to conducting any on-site verification testing of the SGF.

2.3.2 Following the initial inspection process described in Section 2.3 of this Agreement at reasonable hours and upon reasonable notice or at any time without notice in the event of an emergency or hazardous condition, the Utility shall have access to the IC's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

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

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

3.1 Effective date. This Agreement shall become effective upon execution by the Parties. The Utility shall promptly file this Agreement with the Division of Public Utility Regulation upon execution.

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

3.3 Termination. No termination shall become effective until the Parties have complied with all laws and regulations applicable to such termination, including the filing with the Division of Public Utility Regulation of a notice of termination of this Agreement.

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

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

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

3.3.4 Upon termination of this Agreement, the small generating facility will be disconnected from the Utility system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing, at the time of the termination.

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

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

3.4.2 Routine maintenance, construction, and repair. The Utility may interrupt interconnection service or curtail the output of the SGF and temporarily disconnect the SGF from the Utility's system when necessary for routine maintenance, construction, and repairs on the Utility system. The Utility shall provide the IC with at least five business days' notice prior to such interruption unless circumstances require shorter notice. The Utility shall use reasonable efforts to coordinate such reduction or temporary disconnection with the IC.

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

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

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

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

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

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

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

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

**Article 5. Transmission System**

5.1 Transmission system upgrades.

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

5.1.2 The Utility shall design, procure, construct, install, and own the transmission system upgrades described in Attachment 6 of this Agreement. If the Utility and the IC agree, the IC may construct transmission system upgrades that are located on land owned by the IC. The costs of the transmission system upgrades shall be borne by the IC.

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

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

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

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

6.1 Billing and payment procedures and final accounting. Within 80 business days of completing the construction and installation of the attachment facilities or distribution upgrades described in the Attachments to this Agreement, the Utility shall provide the IC with a final accounting report of any difference between (i) the IC's cost responsibility for the actual cost of such facilities or upgrades and (ii) the IC's previous aggregate payments to the Utility for such facilities or upgrades. If the IC's cost responsibility exceeds its previous aggregate payments, the Utility shall invoice the IC for the amount due, and the IC shall make payment to the Utility within 20 business days. If the IC's previous aggregate payments exceed its cost responsibility under this Agreement, the Utility shall refund to the IC an amount equal to the difference within 20 business days of the final accounting report.

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

6.3 Financial security arrangements. At least 30 business days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the attachment facilities and distribution upgrades, the IC shall provide the Utility, at the IC's option, a guarantee, a surety bond, letter of credit, or other form of security that is reasonably acceptable to the Utility and is consistent with the Uniform Commercial Code of the jurisdiction where the point of interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for designing, procuring, installing, and constructing the applicable portion of the attachment facilities and distribution upgrades 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 IC, up to an agreed-to maximum amount.

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

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

7.1 Assignment.

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

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

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

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

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

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

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

7.3 Indemnity.

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

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

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

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

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or small generator investigation as to which the indemnity provided for in this Article 7 of this Agreement may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or

delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

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

7.5 Force majeure.

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

7.5.2 If a force majeure event prevents a Party from fulfilling any obligation under this Agreement, the Party affected by the force majeure event ("Affected Party") shall promptly notify the other Party, either in writing or via the telephone, of the existence of the force majeure event. The notification must specify in reasonable detail the circumstances of the force majeure event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the force majeure event cannot be mitigated by the use of reasonable efforts. The Affected Party will use reasonable efforts to resume its performance as soon as possible.

7.6 Default.

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

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

**Article 8. Insurance**

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

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

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

**Article 9. Confidentiality**

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

9.2 Confidential information does not include information previously in the public domain, required to be publicly submitted or divulged by governmental authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving confidential information shall hold such information in confidence and shall not disclose it to any third party or the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect confidential information obtained from the other Party as it employs to protect its own confidential information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of confidential information without bond or proof of damages and may seek other remedies available at law or in equity for breach of this provision.

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

**Article 10. Disputes**

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

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

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

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

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

**Article 11. Taxes**

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

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

**Article 12. Miscellaneous**

12.1 Governing law, regulatory authority, and rules. The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the Commonwealth of Virginia without regard to its conflicts of law

principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

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

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

12.4 Waiver.

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

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed to be a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by the IC shall not constitute a waiver of the IC's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

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

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

12.7 No partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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

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

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

12.10.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; however, in no event shall the Utility be liable for the actions or inactions of the IC or its subcontractors with respect to obligations of the IC under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon and shall be construed as having application to any subcontractor of such Party.

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

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

**Article 13. Notices**

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

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

If to the Utility:

Utility: _____

Attention: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

13.2 Billing and payment.

Billings and payments shall be sent to the addresses listed:

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City, State, Zip: _____

If to the Utility:

Utility: _____

Attention: _____

Address: _____

City, State, Zip: _____

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

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

If to the Utility:

Utility: _____

Attention: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

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

Interconnection Customer's Operating Representative:

Interconnection Customer: _____

Attention: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Utility's Operating Representative:

Utility: _____

Attention: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

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

**Article 14. Signatures**

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

For the Utility

Name: _____

Title: _____

Date: _____

For the Interconnection Customer

Name: _____

Title: _____

Date: _____

**Attachment 1 to Schedule 10**

**Glossary of Terms**

The following terms when used in Schedule 10 of 20VAC5-314-170 will have the following meanings:

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

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

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

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

"Balancing authority" means the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a balancing authority area, and supports interconnection frequency in real time.

"Balancing authority area" means the collection of generation, transmission, and loads within the metered boundaries of the balancing authority. The balancing authority maintains load-resource balance within this area.

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

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

"Certified" has the meaning ascribed to it in Schedule 2 of 20VAC5-314-170.

"Commission" means the Virginia State Corporation Commission.

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

"Default" means the failure of a breaching Party to cure its breach under the Small Generator Interconnection Agreement.

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

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

"Facilities study" has the meaning ascribed to it in 20VAC5-314-70 E.

"Feasibility study" has the meaning ascribed to it in 20VAC5-314-70 C.

"FERC" means the Federal Energy Regulatory Commission.

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

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

"Interconnection Customer" or "IC" means any entity proposing to interconnect a new SGF with the utility system.

"Interconnection request" means the IC's request, in accordance with the Regulations Governing Interconnection of Small Electrical Generators (20VAC5-314), to interconnect a new small generating facility or to increase the capacity of or make a material modification to the operating characteristics of an existing small generating facility that is interconnected with the Utility system.

"Interconnection studies" means the studies conducted by the Utility or a third party agreed to by the Utility and the IC in order to determine the interaction of the SGF with the Utility system and the affected systems in order to specify any modifications to the SGF or the electric systems studied to ensure safe and reliable operation of the SGF in parallel with the Utility system.

"Material modification" has the meaning ascribed to it in 20VAC5-314-39.

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

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

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

"Party" means the Utility or the IC.

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

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

"Queue position" means the order of a valid interconnection request relative to all other pending valid interconnection request based on queue number.

"Regional Transmission Entity" or "RTE" shall refer to an entity having the management and control of a Utility's transmission system as further set forth in § 56-579 of the Code of Virginia.

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

"Small Generator Interconnection Agreement" or "SGIA" means the agreement between the Utility and the IC as set forth in this Schedule 10 of 20VAC5-314-170.

"Supplemental review" has the meaning ascribed to it in 20VAC5-314-60 H.

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

"System impact study" has the meaning ascribed to it in 20VAC5-314-70 D.

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

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

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

**Attachment 2 to Schedule 10**

**Description and Costs of the Small Generating Facility, Customer's Interconnection Facilities, Attachment Facilities, and Metering Equipment**

The following shall be provided in this exhibit:

1. An itemization of the major equipment components owned by the IC and the Utility, including components of the SGF, the customer's interconnection facilities, attachment facilities, and metering equipment. Such itemization shall identify the owner of each item listed.

2. The Utility's estimated itemized cost of its attachment facilities and its metering equipment.

3. The Utility's estimated cost of its annual operation and maintenance expenses associated with attachment facilities and metering equipment to be charged to the IC.

**Attachment 3 to Schedule 10**

**One-line Diagram Depicting the Small Generating Facility, Customer's Interconnection Facilities, Attachment Facilities, Metering Equipment, and Distribution Upgrades**

(Diagram and description to be provided by IC unless the Utility elects to prepare this schedule. If this schedule is prepared by the Utility, the IC shall provide a one-line diagram of the SGF and IC's interconnection facilities for the Utility to use as a data source for preparing this schedule.)

**Attachment 4 to Schedule 10**

**Milestones**

In-Service Date:_____

Critical milestones and responsibility as agreed to by the Parties:

| **Milestone/Date** | **Responsible Party** |
|---|---|
| (1) _____ | _____ |
| (2) _____ | _____ |
| (3) _____ | _____ |
| (4) _____ | _____ |
| (5) _____ | _____ |
| (6) _____ | _____ |
| (7) _____ | _____ |
| (8) _____ | _____ |
| (9) _____ | _____ |
| (10) _____ | _____ |

Agreed to by:

For the Utility_____ Date_____

For the Transmission Owner (if applicable)_____ Date_____

For the Interconnection Customer_____ Date_____

**Attachment 5 to Schedule 10**

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

The Utility shall provide requirements that must be met by the IC prior to initiating parallel operation with the utility system.

**Attachment 6 to Schedule 10**

**Utility's Description of its Distribution and Transmission Upgrades and Estimate of Upgrade Costs**

The Utility shall provide the following in this attachment:

1. An itemized list of the upgrades required to be constructed by the Utility prior to interconnection of the SGF, with transmission and distribution related upgrades shown separately.

2. An estimate of the cost of each item listed pursuant to Item 1 of this Attachment.

3. An estimate of annual operation and maintenance expenses associated with such upgrades that are to be charged to the IC, shown separately for transmission and distribution related items.

DOCUMENTS INCORPORATED BY REFERENCE (20VAC5-314)

~~IEEE Standard for Interconnecting Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces, The Institute of Electrical and Electronics Engineers, Inc., Standard 1547, July 28, 2003~~

IEEE Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces, The Institute of Electrical and Electronics Engineers, Inc., Standard 1547, 2018.

IEEE Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems, The Institute of Electrical and Electronics Engineers, Inc., Standard 1547.1, July 1, 2005.

VA.R. Doc. No. R20-5389; Filed December 3, 2019, 5:28 p.m.

# GUIDANCE DOCUMENTS

## PUBLIC COMMENT OPPORTUNITY

Pursuant to § 2.2-4002.1 of the Code of Virginia, a certified guidance document is subject to a 30-day public comment period after publication in the Virginia Register of Regulations and prior to the guidance document's effective date. During the public comment period, comments may be made through the Virginia Regulatory Town Hall website (http://www.townhall.virginia.gov) or sent to the agency contact. Under subsection C of § 2.2-4002.1, the effective date of the guidance document may be delayed for an additional period. The guidance document may also be withdrawn.

The following guidance documents have been submitted for publication by the listed agencies for a public comment period. Online users of this issue of the Virginia Register of Regulations may click on the name of a guidance document to access it. Guidance documents are also available on the Virginia Regulatory Town Hall (http://www.townhall.virginia.gov) or from the agency contact or may be viewed at the Office of the Registrar of Regulations, 900 East Main Street, Richmond, Virginia 23219.

### DEPARTMENT FOR AGING AND REHABILITATIVE SERVICES

Title of Document: Work Incentives Specialist Advocate (WISA) Manual.

Public Comment Deadline: January 22, 2020.

Effective Date: January 23, 2020.

Agency Contact: Charlotte Arbogast, Senior Policy Advisor, Department for Aging and Rehabilitative Services, 8004 Franklin Farms Drive, Richmond, VA 23229, telephone (804) 662-7093, or email charlotte.arbogast@dars.virginia.gov.

### BOARD OF COUNSELING

Titles of Documents:

Guidance on Acceptance of Disaster Mental Health Worker for Continuing Competency Requirements.

Scopes of Practice for Persons Regulated by the Board to Provide Substance Abuse Treatment.

Public Comment Deadline: January 22, 2020.

Effective Date: January 23, 2020.

Agency Contact: Elaine J. Yeatts, Agency Regulatory Coordinator, Department of Health Professions, 9960 Mayland Drive, Suite 300, Richmond, VA 23233, telephone (804) 367-4688, or email elaine.yeatts@dhp.virginia.gov.

### STATE BOARD OF EDUCATION

Title of Document: Career and Technical Education Work-Based Learning Guide.

Public Comment Deadline: January 22, 2020.

Effective Date: January 23, 2020.

Agency Contact: George Willcox, Director of Career and Technical Education, Operations and Accountability, Department of Education, 101 North 14th Street, Richmond, VA 23219, telephone (804) 225-2052, or email george.willcox@doe.virginia.gov.

* * *

Title of Document: Guidelines for Alternate Routes to Licensure in Response to House Bill 2486 of the 2019 Virginia General Assembly.

Public Comment Deadline: January 22, 2020.

Effective Date: January 23, 2020.

Agency Contact: Patty Pitts, Assistant Superintendent for Teacher Education and Licensure, Department of Education, 101 North 14th Street, Richmond, VA 23219, telephone (804) 371-2522, or email patty.pitts@doe.virginia.gov.

* * *

Title of Document: Virginia Community School Framework.

Public Comment Deadline: January 22, 2020.

Effective Date: January 23, 2020.

Agency Contact: Maribel Saimre, Director, Office of Student Services, Department of Education, 101 North 14th Street, Richmond, VA 23219, telephone (804) 225-2818, or email maribel.saimre@doe.virginia.gov.

### BOARD OF MEDICAL ASSISTANCE SERVICES

Title of Document: Revisions to CCC Plus Service Authorization Requirements.

Public Comment Deadline: January 22, 2020.

Effective Date: January 23, 2020.

Agency Contact: Emily McClellan, Policy and Research, Department of Medical Assistance Services, 600 East Broad Street, Suite 1300, Richmond, VA 23219, telephone (804) 371-6043, or email emily.mcclellan@dmas.virginia.gov.

### DEPARTMENT OF MOTOR VEHICLES

Title of Document: DMV Information-Use Criteria.

Public Comment Deadline: January 22, 2020.

Effective Date: January 23, 2020.

Agency Contact: Melissa K. Velazquez, Senior Policy Analyst, Department of Motor Vehicles, 2300 West Broad Street, Richmond, VA 23220, telephone (804) 367-1844, or email melissa.velazquez@dmv.virginia.gov.

### BOARD OF NURSING

Title of Document: Guidance Document on the Practice of Conversion Therapy.

Public Comment Deadline: January 22, 2020.

Effective Date: January 23, 2020.

Agency Contact: Elaine J. Yeatts, Agency Regulatory Coordinator, Department of Health Professions, 9960 Mayland Drive, Suite 300, Richmond, VA 23233, telephone (804) 367-4688, or email elaine.yeatts@dhp.virginia.gov.

### STATE WATER CONTROL BOARD

Title of Document: Certification for Tax Exemptions; Addendum No. 7 (Water Permitting Guidance).

Public Comment Deadline: January 22, 2020.

Effective Date: January 23, 2020.

Agency Contact: Andrew Hammond, Director of Water Permits, Department of Environmental Quality, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4101, or email andrew.hammond@deq.virginia.gov.

## DEPARTMENT OF ENVIRONMENTAL QUALITY

### Carvers Creek Solar Notice of Intent for Small Renewable Energy Project (Solar) - Gloucester County

Carvers Creek Solar (Carvers Creek), an affiliate of Apex Clean Energy Holdings LLC, has provided the Department of Environmental Quality a notice of intent to submit the necessary documentation for a permit by rule for a small renewable energy project (solar) in Gloucester County. Carvers Creek is proposed as an approximately 150 megawatts alternating current solar photovoltaic generating facility, consisting of approximately 550,000 solar panels. The project is located on approximately 1,800 acres of privately owned land in northwestern Gloucester County, adjacent to Glenns Road and George Washington Memorial Highway. Approximate coordinates are 37°32'41.3"N, 76°36'34.7"W.

Contact Information: Mary E. Major, Department of Environmental Quality, 1111 East Main Street, Suite 1400, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4423, FAX (804) 698-4319, or email mary.major@deq.virginia.gov.

### Dominion Energy Notice of Intent for Small Renewable Energy Project (Solar) - City of Chesapeake

Virginia Electric and Power Company, d/b/a Dominion Energy, has provided the Department of Environmental Quality a notice of intent to submit the necessary documentation for a permit by rule for a small renewable energy project (solar) in the City of Chesapeake. This notice is for a proposed 70-megawatt alternating current solar project named the Bedford Solar Center (Project). Dominion Energy is proposing to build the solar facility in the City of Chesapeake, north of Whittamore Road and west of Carter Road. The project will be developed on approximately 566 acres of agricultural land comprised of five parcels and utilize approximately 250,000 traditional photovoltaic solar panels mounted on a single-axis tracker to produce electricity.

Contact Information: Mary E. Major, Department of Environmental Quality, 1111 East Main Street, Suite 1400, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4423, FAX (804) 698-4319, or email mary.major@deq.virginia.gov.

### Gloucester Solar Notice of Intent Modification for Small Renewable Energy Project (Solar) - Gloucester, Virginia

Virginia Electric and Power Company, d/b/a Dominion Energy, has provided the Department of Environmental Quality a notice of intent to submit the necessary documentation for a proposed project modification for the Gloucester Solar Project, in Gloucester County. The project as currently permitted and constructed is a 20-megawatt solar farm, located across roughly 203 acres of land on the east side of John Clayton Memorial Highway (Route 14), between Toddsbury Lane (Route 622) and Waverly Lane (Route 694), in Gloucester, Virginia. The proposed modification consists of a change in the vegetative cover used for final stabilization underneath the solar arrays. Specifically, the project site will be revegetated with a mixture of grasses, consistent with accepted best management practices to facilitate stabilization of the area and thereby minimize the risk of erosion.

Contact Information: Mary E. Major, Department of Environmental Quality, 1111 East Main Street, Suite 1400, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4423, FAX (804) 698-4319, or email mary.major@deq.virginia.gov.

### Pigeon Run Solar LLC Notice of Intent for Small Renewable Energy Project (Solar) - Campbell County

Pigeon Run Solar LLC has provided the Department of Environmental Quality a notice of intent to submit the necessary documentation for a permit by rule for a small renewable energy project (solar) in the town of Gladys. The project, which is known as Pigeon Run Solar, is located east of Brookneal Highway, south of Pigeon Run Road, and east of the Town of Gladys in Campbell County. The project will be sited on roughly 1,118 acres across multiple parcels. The project is split into two sections and will be connected by an underground powerline. The solar array will connect up to 60 megawatts alternating current to Dominion Virginia Power's grid via the nearby 69-kilovolt Gladys substation. The project will conceptually use 282,000 photovoltaic solar panels on single-axis trackers to follow the sun throughout the day.

Contact Information: Mary E. Major, Department of Environmental Quality, 1111 East Main Street, Suite 1400, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4423, FAX (804) 698-4319, or email mary.major@deq.virginia.gov.

### Powhatan Solar L LLC Cypress Creek Renewables Notice of Intent - Small Renewable Energy Project (Solar) - Powhatan County

Powhatan Solar L LLC Cypress Creek Renewables has provided the Department of Environmental Quality a notice of intent to submit the necessary documentation for a permit by rule for a small renewable energy project (photovoltaic solar) in Powhatan County. The proposed Powhatan Solar I project will be an 18-megawatt alternating current photovoltaic solar facility on portions of three parcels, totaling approximately 225 acres. The project would be located south of Three Bridge Road and northeast of Brauer Road in Powhatan County. This project will be comprised of polycrystalline photovoltaic solar modules and associated equipment (inverters, transformers, racking, etc.).

Contact Information: Mary E. Major, Department of Environmental Quality, 1111 East Main Street, Suite 1400, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4423, FAX (804) 698-4319, or email mary.major@deq.virginia.gov.

### Seven Bridges Solar LLC Notice of Intent for Small Renewable Energy Project (Solar) - Mecklenburg County

Seven Bridges Solar LLC has provided the Department of Environmental Quality a notice of intent to submit the necessary documentation for a permit by rule for a small renewable energy project (solar) in Mecklenburg County. The project, which is known as Seven Bridges, is located east of Courthouse Road (Highway 49), west of Scotts Crossroads (Route 633), and northeast of Chase City in Mecklenburg County, Virginia (approximate coordinates are 36°50'20" N 78°24'59" W). The project will be sited on roughly 2,550 acres across multiple parcels. The solar array will connect up to 116 megawatts alternating current to Dominion Virginia Power's grid via a 34.5-kilovolt collection line connecting to the project substation located along the Clover-Farmville 230-kilovolt transmission line.

Contact Information: Mary E. Major, Department of Environmental Quality, 1111 East Main Street, Suite 1400, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4423, FAX (804) 698-4319, or email mary.major@deq.virginia.gov.

### Wythe County Solar Project LLC Notice of Intent for Small Renewable Energy Project (Solar) - Wythe County

Wythe County Solar Project LLC, Environmental Consulting & Technology Inc. has provided the Department of Environmental Quality a notice of intent to submit the necessary documentation for a permit by rule for a small renewable energy project (solar) located in Wythe County. This project is an approximately 75-megawatt alternating current solar project. The ground-mounted array will utilize photovoltaic solar modules and single-axis tracking technology constructed on approximately 844 acres. The project site is located east of Galena, Virginia, located on Payne Town Road.

Contact Information: Mary E. Major, Department of Environmental Quality, 1111 East Main Street, Suite 1400, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4423, FAX (804) 698-4319, or email mary.major@deq.virginia.gov.

## VIRGINIA CODE COMMISSION

### Notice to State Agencies

**Contact Information:** *Mailing Address:* Virginia Code Commission, Pocahontas Building, 900 East Main Street, 8th Floor, Richmond, VA 23219; *Telephone:* (804) 698-1810; *Email:* varegs@dls.virginia.gov.

**Meeting Notices:** Section 2.2-3707 C of the Code of Virginia requires state agencies to post meeting notices on their websites and on the Commonwealth Calendar at https://commonwealthcalendar.virginia.gov.

**Cumulative Table of Virginia Administrative Code Sections Adopted, Amended, or Repealed:** A table listing regulation sections that have been amended, added, or repealed in the *Virginia Register of Regulations* since the regulations were originally published or last supplemented in the print version of the Virginia Administrative Code is available at http://register.dls.virginia.gov/documents/cumultab.pdf.

**Filing Material for Publication in the *Virginia Register of Regulations*:** Agencies use the Regulation Information System (RIS) to file regulations and related items for publication in the *Virginia Register of Regulations*. The Registrar's office works closely with the Department of Planning and Budget (DPB) to coordinate the system with the Virginia Regulatory Town Hall. RIS and Town Hall complement and enhance one another by sharing pertinent regulatory information.

## ERRATA

### STATE BOARD OF HEALTH

Title of Regulation: **12VAC5-590. Waterworks Regulations.**

Publication: 36:6 VA.R. 475-845 November 11, 2019.

Correction to Public Hearing Information:

Page 475, replace "No public hearings are scheduled." with "January 7, 2020 - 3 p.m. - Conference Room B, James Monroe Building, 101 North 14th Street, Richmond, VA 23219."

VA.R. Doc. No. R18-5204; Filed December 3, 2019, 3:42 p.m.

### BOARD OF PHARMACY

Title of Regulation: **18VAC110-20. Regulations Governing the Practice of Pharmacy.**

Publication: 36:6 VA.R. 935-973 November 11, 2019.

Corrections to Titles of Regulations:

Page 935, after "**18VAC110-20-580,**" add "**18VAC110-20-630,**"

Page 960, after "Medical Equipment Suppliers" add:

**"18VAC110-20-630. Issuance of a permit as a medical equipment supplier.**

A. Any person or entity desiring to obtain a permit as a medical equipment supplier shall file an application with the board on a form approved by the board. An application shall be filed for a new permit or for acquisition of an existing medical equipment supplier. The application shall designate the hours of operation the location will be open to service the public and shall be signed by a person who works at the location address on the application and will act as a responsible party for that location.

B. Any change in the hours of operation expected to last for more than one week shall be reported to the board in writing and a notice posted, at least 14 days prior to the anticipated change, in a conspicuous place to the public.

1. Such notification of a change in hours of operation is not required when the change is necessitated by emergency circumstances beyond the control of the owner or responsible party or when the change will result in an expansion of the current hours of operation.

2. If the medical equipment supplier is unable to post the change in hours 14 days in advance, the responsible party or owner shall ensure the board is notified as soon as he knows of the change and disclose the emergency circumstances preventing the required notification.

C. Within 14 days of a change in the responsible party assigned to the permit, the outgoing responsible party shall inform the board, and a new application shall be submitted indicating the name of the new responsible party.

~~B.~~ D. A permit holder proposing to change the location of an existing license or permit or make structural changes to an existing location shall file an application for approval of the changes following an inspection conducted by an authorized agent of the board.

~~C.~~ E. A permit shall not be issued to any medical equipment supplier to operate from a private dwelling or residence or to operate without meeting the applicable facility requirements for proper storage and distribution of drugs or devices. Before any license or permit is issued, the applicant shall demonstrate compliance with all federal, state and local laws and ordinances."

VA.R. Doc. No. R16-4763; Filed December 3, 2019, 8:43 a.m.