

## **MODEL INTERCONNECTION AGREEMENT**

### **For Customer-Owned, Grid-Connected Solar Electric Generating Facilities of 15 kW to 100 kW Peak Generating Capacity**

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This Interconnection Agreement (“Agreement”) is entered into by and between \_\_\_\_\_ (“Customer”), and [utility name], sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.”

1. APPLICABILITY

This Agreement is applicable only to customers of [utility name] who are in good standing with [utility name].

2. DESCRIPTION OF CUSTOMER’S SOLAR ELECTRIC GENERATING FACILITY

2.1 Customer has elected to interconnect and operate its solar electric generating facility (“Facility”) in parallel with the electric grid of [utility name].

2.2 Solar Photovoltaic (“PV”) System Generating Capacity: \_\_\_\_\_ kW – AC<sub>ptc</sub>

2.3 Generating Facility Location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(street address if different from mailing address)

2.4 Customer’s electric utility account number: \_\_\_\_\_

2.5 Facility will be ready for operation on or about: \_\_\_\_\_  
(date)

3. INTERRUPTION OR REDUCTION OF DELIVERIES

3.1 [utility name] shall not be obligated to accept or pay for and may require Customer to interrupt or reduce deliveries of available energy (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system, or (b) if it determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

3.2 Whenever possible, [utility name] shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

3.3 Notwithstanding any other provision of this Agreement, if at any time [utility name] determines that either (a) the Facility, or its operation, may endanger [utility name] personnel, or (b) the continued operation of Customer’s facility may endanger

the integrity of [utility name]'s electric system, [utility name] shall have the right to disconnect Customer's Facility from [utility name]'s system. Customer's Facility shall remain disconnected until such time as [utility name] is satisfied that the condition(s) referenced in (a) or (b) of this Section 3.3 have been corrected.

#### 4. INTERCONNECTION

4.1 Customer shall deliver the available energy to [utility name] at the meter located on the Customer's premises.

4.2 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by [utility name]. [utility name] shall provide such written approval within ten (10) working days from [utility name]'s final inspection of the Generating Facility. Such approval shall not be unreasonably withheld.

#### 5. DESIGN REQUIREMENTS

5.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits.

5.2. Customer shall comply with the requirements of Appendix A, entitled "Design Requirements for Interconnection of Customer-Owned, Grid-Connected Solar Electric Generating Facilities of 15 kW to 100 kW Peak Generating Capacity."

#### 6. MAINTENANCE AND PERMITS

Customer shall (a) maintain the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to Section 5, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. Customer shall reimburse [utility name] for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Facility.

#### 7. ACCESS TO PREMISES

[utility name] may enter Customer's premises (a) to inspect, at reasonable hours, Customer's protective devices and read or test meters, and (b) to disconnect, without notice, the interconnection facilities if, in [utility name]'s opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or [utility name]'s facilities, or property of others from damage or interference caused by Customer's Facility, or lack of properly operating protective devices.

## 8. INDEMNITY AND LIABILITY

8.1 Each Party shall defend, hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense (including any direct, indirect or consequential loss, liability, damage, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Party's facilities, or (b) the making of replacements, additions, or improvements to, or reconstruction of, the Party's facilities; provided, however, that Customer's duty to indemnify [utility name] hereunder shall not extend to loss, liability, damage, or expense resulting from interruptions in electrical service to [utility name]'s customers other than Customer. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

8.2 Notwithstanding the indemnity of Section 8.1, and except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its own facilities resulting from electrical disturbances or faults.

8.3 Except as otherwise provided in Section 8.1 neither Party shall be liable to the other Party for consequential damages incurred by that Party.

8.4 The provisions of this Section 8 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

## 9. INSURANCE

Customer understand that the installation, operation and/or ownership of the Facility may result in potential liabilities arising from property damage or personal injury as described in Section 8. Customer shall not be required to purchase or maintain property insurance and comprehensive personal liability insurance to protect Customer against such potential liabilities. However, Customer understands that property insurance, comprehensive personal liability insurance, and comprehensive general liability insurance may provide protection against such potential liabilities. Accordingly, Customer is encouraged to explore with insurers the extent to which existing or additional insurance policies may protect against the potential liabilities associated with the installation, operation and/or ownership of the Facility.

## 10. GOVERNING LAW

This Agreement shall be interpreted, governed, and construed under the laws of the State of [Name of State] as if executed and to be performed wholly within the State of [Name of State].

11. AMENDMENTS, MODIFICATIONS OR WAIVER

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

12. NOTICES

12.1 Any notice required under this Agreement shall be in writing and mailed or personally delivered to the Party at the address below. Written notice of any address changes shall be provided. All written notices shall refer to the Customer's Electric Utility Account Number, as set forth in Section 2.5 of this Agreement. All written notices shall be directed as follows:

[utility name]  
[utility address]  
[utility address]

CUSTOMER:

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

13. TERM OF AGREEMENT

This Agreement shall become effective as of the last date set forth in Section 14 and shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party in accordance with Section 12. This Agreement may be terminated prior to 30 days by agreement of both Parties.

14. SIGNATURES

The Parties to this Agreement hereby agree to have two originals of this Agreement executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

<b>CUSTOMER</b>		<b>[UTILITY NAME]</b>	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

## ATTACHMENT A

### DESIGN REQUIREMENTS FOR INTERCONNECTION OF CUSTOMER-OWNED, GRID-CONNECTED SOLAR ELECTRIC GENERATING FACILITIES OF 15 kW TO 100 kW PEAK GENERATING CAPACITY

1. The generating facility shall be interconnected to the [utility name] system through a static inverter that complies with the following standards:
  - A. *Institute of Electrical and Electronics Engineers (IEEE) 929-2000, "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems."*
  - B. *Underwriters Laboratories (UL) Subject 1741, "Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems."*
2. The generating facility shall be installed in compliance with all applicable requirements of local building and electrical codes, and the *National Electrical Code*.
3. The owner of the generating facility and/or the owner's agents or representatives shall not make any substantial modifications to the generating facility, including but not limited to alterations to the protective functions of the inverter, without prior written notification to [utility name] of any such modifications.
4. The generating facility shall be capable of being manually isolated from the utility system by means of an external, visible load break disconnect switch located between the generating facility and the customer's meter. The disconnect switch shall be located within 10 feet of the customer's electric meter or service entrance, shall be clearly labeled "Generator Disconnect Switch," and shall be readily accessible to utility personnel at all times.