

**Oberlin Municipal Light & Power System
Interconnection Application/Agreement
for
Renewable Distributed Generation Resource**

Terms and Conditions for Interconnection

1. Approval and Construction of the Renewable Distributed Generation Resource:

- 1.1 Oberlin Municipal Light & Power System (OMLPS) will evaluate the capability of the existing distribution system and make an initial determination of the feasibility of interconnecting the Renewable Distributed Generation Resource (RDGR). If the initial evaluation is inconclusive, at OMLPS' sole discretion, a system study may be required to determine the adequacy of the distribution system to interconnect a RDGR. The RDGR Owner/Operator is responsible for all costs for the system impact study and OMLPS will not approve interconnecting any RDGR until the system impact study is completed. OMLPS reserves the right to disallow the interconnection of the RDGR if in its sole discretion the RDGR will adversely impact OMLPS' distribution system.
- 1.2 Once the approval to install the RDGR has been received from OMLPS the Owner/Operator may proceed to construct (including operational testing not to exceed 2 hours) the RDGR. The RDGR shall be constructed in accordance with information provided in the Interconnection Application/Agreement and with IEEE 1547.

2. Interconnection and Operation: The Owner/Operator may interconnect and operate the RDGR with OMLPS's system once all of the following have occurred:

- 2.1 Electrical Inspection: Upon completing construction, the Owner/Operator will have the RDGR inspected or otherwise certified by the Oberlin Building Department, that the facility meets the requirements of the National Electric Code.
- 2.2 Certification of Completion: The Applicant shall provide OMLPS with a completed copy of the Certification of Completion, including evidence of the electrical inspection by the local authority having jurisdiction. The evidence of completion of the electrical inspection may be provided on inspection forms used by local inspecting authorities.
- 2.3 OMLPS Right of Inspection: After receipt of the Certification of Approval, OMLPS will, upon reasonable notice (minimum of 10-day notice) and at a mutually convenient time, conduct an inspection of the RDGR and observe a Witness Test to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with its requirements.
- 2.4 Metering: Revenue quality metering equipment shall be installed and tested by OMLPS.

2.5 Acceptance: OMLPS's representative has signed the Certificate of Completion, approving the facility for energization.

2.6 Owner/Operator agrees that the requirements of this Agreement shall be in effect prior to interconnection of any RDGR equipment with the distribution system. It is the responsibility of Owner/Operator to ensure that this condition is satisfied. If a RDGR system (or elements thereof) is found to be interconnected to the distribution system without a fully executed Agreement, OMLPS reserves the right to isolate, secure, and lock out of service the DGR system. If such efforts are not practical or effective, OMLPS may operate or configure its equipment as necessary to isolate the RDGR system from the distribution system.

3. Periodic Testing: All interconnection-related protective functions and associated batteries shall be periodically tested at intervals specified by the manufacturer, system integrator, or authority that has jurisdiction over the RDGR interconnection. Periodic test reports or a log for inspection shall be maintained.

4. Safe Operations and Maintenance: The Owner/Operator shall be fully responsible to operate, maintain, and repair the RDGR as required to ensure that the RDGR complies at all times with the interconnection standards it has been certified to meet.

5. Access: OMLPS shall have access to the metering equipment and the disconnecting means of the RDGR at all times. OMLPS shall provide reasonable notice to the Owner/Operator, when possible, prior to using its rights of access. In an emergency or outage situation, where there is no access to an AC disconnecting means such as a switch or breaker, OMLPS may disconnect the service to the premise.

6. Exterior AC Disconnection Switch/Isolation Device: Owner/Operator shall provide all materials, labor and equipment necessary to deliver the output of the RDGR to the Point of Interconnection. Owner/Operator shall install, at Owner/Operator's sole expense, within site of the OMLPS revenue meter, a dedicated DGR disconnect switch. This device shall be manually operated, lockable, and of the visible load break type to isolate the output of the RDGR and any Owner/Operator wiring connected to the OMLPS distribution system. Owner/Operator shall also be responsible for any and all costs to be incurred by OMLPS to establish the Point of Interconnection. Payment is required by Owner/Operator prior to execution of such work by OMLPS. Upon completion of the RDGR project, Owner/Operator shall be responsible for any additional distribution system modification cost, if required, to deliver the output of the RDGR to the Point of Interconnection not accounted for initially. An additional invoice will be generated and must be paid prior to final interconnection of the DGR. No Facility shall be allowed to deliver energy to OMLPS until the cost of interconnection is fully resolved. Any deviation from Owner/Operator interconnection requirements must be reviewed and approved in writing by OMLPS prior to construction.

6.1 The manual disconnect means shall be mounted within sight of the OMLPS revenue meter, but shall be separate from the revenue meter socket, readily accessible to OMLPS personnel, and capable of being locked in the open position with an OMLPS padlock.

6.2 The disconnect means must be clearly labeled “**Auxiliary Generation Disconnect**” and be readily visible to OMLPS personnel. The label shall be permanently affixed or attached to the disconnect device, and shall be red, weatherproof, hard plastic with engraved white block lettering.

7. Operations/Disconnection: OMLPS may temporarily disconnect the RDGR upon occurrence of the following conditions:

7.1 For scheduled outages upon reasonable notice.

7.2 For unscheduled outages or emergency conditions.

7.3 If OMLPS determines that the RDGR does not operate in a manner consistent with this Application/Agreement.

7.4 If OMLPS determines that continued operation of the RDGR is a safety hazard to OMLPS’s personnel or to the general public.

7.5 In the event the interconnection equipment used by the Owner/Operator Facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved and OMLPS ascertains that the continued operation has the potential to cause a safety, reliability or a power quality problem.

7.6 In the event the RDGR manual disconnect switch is opened or the RDGR is otherwise isolated from the distribution system for any reason and for any expanse of time, Owner/Operator shall not be due any compensation associated with the inability to deliver energy to his/her load or to the distribution system.

8. Owner/Operator Indemnification of Municipal Utility and Limitation of Damages: Any fines or other penalties incurred by Owner/Operator for noncompliance with any laws, rules or regulations shall not be reimbursed by OMLPS but shall be the sole responsibility of Owner/Operator. Owner/Operator shall indemnify, hold harmless and defend the City of Oberlin, OMLPS, its elected officials and employees from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, including the RDGR, in any manner directly or indirectly connected with, or growing out of the installation, operation or maintenance of the RDGR, except in those cases where loss occurs due solely to the willful and wanton misconduct of OMLPS. If Owner/Operator is not a single legal entity, then all such entities comprising Owner/Operator shall be jointly and severally liable for all representations, warranties, obligations, covenants, and liabilities under this Agreement and all other agreements.

10. Termination: This Application/Agreement may be terminated under the following conditions:

10.1 By Owner/Operator: The Owner/Operator may terminate this Application/Agreement by providing written notice to OMLPS.

10.2 By OMLPS: OMLPS may terminate this Application/Agreement if the Owner/Operator fails to remedy a violation of terms of this Application/Agreement upon written notice and a reasonable opportunity to cure.

11. Permanent Disconnection: In the event the Application/Agreement is terminated, OMLPS shall have the right to disconnect its facilities or direct the Owner/Operator to disconnect its RDGR.

12. Survival Rights: This Application/Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill its rights or obligations that arose under the Application/Agreement.

13. Assignment/Transfer of Ownership to the RDGR: This Application/Agreement shall survive the transfer of ownership of the RDGR to a new owner unless the new owner terminates this Application/Agreement and so notifies OMLPS in writing. The new Owner/Operator will be responsible for contacting OMLPS to execute a new Application/Agreement or assignment agreement, in order for the new owner to be treated as a Net-Billing customer.

14. Net-Billing: Refer to OMLPS rate schedules for net-billing rates.

15. System Load Limitation: OMLPS system adequacy regarding the impact of RDGRs on the OMLPS physical infrastructure will be reviewed on a periodic basis to ensure the integrity and reliability of the OMLPS distribution system. This periodic review may result in limiting the amount of future RDGR interconnecting to the OMLPS system.

INTERCONNECTION APPLICATION/AGREEMENT

(Application & Conditional Agreement – to be filled out **prior** to installation)

Certified Inverter-based Units: _____ kW

OWNER/OPERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Owner/Operator: (if an Individual, Individual's Name)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than above): _____

Mailing Address (If other than above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ Email Address: _____

Alternate Contact Information (if different from Owner/Operator above)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than above): _____

Mailing Address (If other than above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ Email Address: _____

The Renewable Distributed Generation Resource Information:

Application Type: _____ New _____ Revision

RDGR Facility Address: _____

City: _____ State: _____ Zip Code: _____

Nearest Crossing Street: _____

OMLPS Account #: _____ OMLPS Meter #: _____

Service Voltage: _____ V(AC); Service Rating: _____ Amps(AC)

Customer Current Annual Energy Consumption: _____ kWh

RDGR Estimated Gross Annual Energy Production: _____ kWh

Inverter Type: _____

Manufacturer: _____

Estimated In-service Date: _____

Number of Inverters: _____ Model Number of Inverter: _____

Inverter Rating: _____ kW (AC) Ampere Rating: _____ Number of Phases: _____

Voltage Rating: _____ V(AC) DC Source Rating: _____ kW(DC)

Nominal DC Voltage: _____ V(DC), Power Factor: _____ %, Frequency: _____ Hz

Evidence of IEEE 1547/UL1741 Test Certification is attached (Required): _____ No _____ Yes

Is there a Utility Accessible Disconnect or Lock Box (Required): _____ No _____ Yes

Is there a One-line Diagram Attached (Required): ____ No ____ Yes
Is there a Site Plan Attached (Required): ____ No ____ Yes
Do you plan to export power? ____ No ____ Yes
If Yes, Estimated Monthly Maximum: _____ kW(AC)

Equipment Installation Contractor: (Indicate by owner if applicable)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person (if other than Above): _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor: (if applicable)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person (if other than Above): _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Owner/Operator Insurance Disclosure:

The attached Terms and Conditions contain provisions related to Liability, and indemnification and should be carefully considered by the Owner/Operator. The Owner/Operator is not required to obtain liability insurance coverage as part of this Application/Agreement; however, the Owner/Operator is advised to consider obtaining appropriate coverage.

Owner/Operator Signature:

I hereby certify that: 1) I have read and understand the Terms and Conditions which are attached hereto by reference and are made a part of the Application/Agreement. 2) The Equipment Installation Contractor is acting on behalf of the Owner/Operator and OMLPS is authorized to act in reliance upon the Equipment Installation Contractor's relationship with the Owner/Operator. 3) The Applicant shall notify OMLPS of any changes to the proposed RDGR that would be subject to an OMLPS review (e.g., Equipment Installation Contractor, inverter manufacturer/model number, size, etc.) 4) Once an Interconnection Request is deemed complete, any modification to the proposed RDGR that would affect the application review criteria that is not agreed to in writing by OMLPS shall require submission of a new Interconnection Application/Agreement 5) To the best of my knowledge, all of the information provided in this Application/Agreement is true and I agree to abide by the attached Terms and Conditions for Interconnection, including the application process set forth therein.

Owner/Operator Signature: _____ Date: _____

Printed Name: _____ Title: _____

Conditional Approval to Interconnect RDGR (for Use by (OMLPS) Only)

The requested information is complete and interconnection of the RDGR is approved contingent upon the Terms and Conditions of this Agreement, the return of a duly executed Certification of Completion, verification of electrical inspection, successful witness test or OMLPS waiver thereof and upon signature and return of application

_____ Date: _____
Technical Services Superintendent

Printed Name: _____

_____ Date: _____
OMLPS Director

Printed Name: _____

Certification of Completion

Installation Completion

The undersigned Installation Contractor asserts that the Equipment has been installed in accordance with the Application/Agreement.

By: _____ Date: _____

Printed Name: _____ Title: _____

Electrical Inspection

The system has been installed and inspected in compliance with the provisions of the National Electrical Code and other applicable codes and standards and the Oberlin Building/Electrical Code.

By: _____ Date: _____

Printed Name: _____ Title: _____

Customer –Generator Signature

The RDGR is complete and ready for interconnected operation in accordance with all of the provisions of the Interconnection Application/Agreement. The Owner/Operator acknowledges that it shall **not** operate the Facility until receipt of Final Acceptance (below), or as otherwise provided for by regulation.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

Final Acceptance to Interconnect RDGR (for Use by OMLPS Only)

The requirements for interconnection are complete and interconnection of the RDGR is accepted upon signature and return of this Certification of Completion.

OMLPS Witness Test Date: _____ Passed or _____ Waived

_____ Date: _____

Technical Services Superintendent

Printed Name: _____

_____ Date: _____

OMLPS Director

Printed Name: _____