

**ATTACHMENT 2:**

**Level 1 Application and Interconnection Agreement for Inverter-Based Generating Facilities Not Greater than 25 kW**

This Application is complete when it provides all applicable and correct information required below and includes a one-line diagram if required by the Utility and a standard Processing Fee of up to \$100 if required by the Utility.

Applicant:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: State, Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Utility Customer Number (if applicable): \_\_\_\_\_

Electricity Provider (if different from Utility): \_\_\_\_\_

Contact: (if different from Applicant)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Generating Facility:

Location (if different from above): \_\_\_\_\_

Facility Owner (include percent ownership by any electric utility): \_\_\_\_\_

Inverter Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Nameplate Rating: (kW) (kVA) (AC Volts): \_\_\_\_\_

Single Phase: \_\_\_\_\_ Three Phase: \_\_\_\_\_ (check one)

System Design Capacity: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA)

Prime Mover: Photovoltaic / Turbine/ Fuel Cell / Other (describe): \_\_\_\_\_

Energy Source: Solar / Wind / Hydro / Other (describe): \_\_\_\_\_

*IREC 2013 Model Interconnection Procedures*

Is the equipment UL1741 Listed? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If Yes, attach evidence of UL1741 listing.

Estimated Installation Date: \_\_\_\_\_ Estimated In-Service Date: \_\_\_\_\_

List components of the Interconnection Equipment Package that are certified:

<u>Equipment Type</u>	<u>Certifying Entity</u>
1. _____	_____
2. _____	_____
3. _____	_____

**If required by the Utility, attach a one-line diagram of the Generating Facility.**

Applicant Signature (may be electronic)

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the terms and conditions for a Level 1 Interconnection Agreement, provided on the following pages.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Operation is contingent on Utility approval to interconnect the Generating Facility.

Utility Signature (may be electronic)

Interconnection of the Generating Facility is approved contingent upon the terms and conditions for a Level 1 Interconnection Agreement, provided on the following pages (“Agreement”).

Utility Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Application ID number: \_\_\_\_\_

Date: \_\_\_\_\_

Utility waives inspection? Yes \_\_\_\_\_ No \_\_\_\_\_

## **Terms and Conditions for a Level 1 Interconnection Agreement**

### **1.0 Construction of the Generating Facility**

After the Utility executes the Interconnection Agreement by signing the Applicant's Level 1 Application, the Applicant may construct the Generating Facility, including interconnected operational testing not to exceed two hours.

### **2.0 Interconnection and Operation**

The Applicant may operate the Generating Facility and interconnect with the Utility's Electric Delivery System once all of the following have occurred:

- 2.1 The Generating Facility has been inspected and approved by the appropriate local electrical wiring inspector with jurisdiction, and the Applicant has sent documentation of the approval to the Utility; and
- 2.2 The Utility has either:
  - 2.2.1 Inspected the Generating Facility and has not found that the Generating Facility fails to comply with a Level 1 technical screen or a UL and IEEE standard; or
  - 2.2.2 Waived its right to inspect the Generating Facility by not scheduling an inspection in the allotted time; or
  - 2.2.3 Explicitly waived the right to inspect the Generating Facility.

### **3.0 Safe Operations and Maintenance**

The Interconnection Customer shall be fully responsible to operate, maintain, and repair the Generating Facility as required to ensure that it complies at all times with IEEE Standard 1547.

### **4.0 Access**

The Utility shall have access to the metering equipment of the Generating Facility at all times. The Utility shall provide reasonable notice to the Interconnection Customer when possible prior to using its right of access.

### **5.0 Disconnection**

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

- 5.1 For scheduled outages upon reasonable notice.
- 5.2 For unscheduled outages or emergency conditions.
- 5.3 If the Generating Facility does not operate in the manner consistent with these terms and conditions of the Agreement.
- 5.4 The Utility shall inform the Interconnection Customer in advance of any

scheduled disconnection, or as is reasonable after an unscheduled disconnection.

## **6.0 Indemnification**

Each Party 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 indemnified Party's action or inactions of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

## **7.0 Insurance**

The Interconnection Customer is not required to provide general liability insurance coverage as part of this Agreement, or through any other Utility requirement.

## **8.0 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, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under paragraph 6.0.

## **9.0 Termination**

9.1 This Agreement may be terminated under the following conditions:

9.1.1 By the Interconnection Customer: By providing written notice to the Utility.

9.1.2 By the Utility: If the Generating Facility fails to operate for any consecutive 12- month period or the Interconnection Customer fails to remedy a violation of these terms and conditions of the Agreement.

9.2 Permanent Disconnection: In the event the Agreement is terminated, the Utility shall have the right to disconnect its facilities or direct the Interconnection Customer to disconnect its Generating Facility.

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

## **10.0 Assignment**

For a Generating Facility offsetting part or all of the load of a utility customer at a given site, that customer is the Interconnection Customer and that customer may assign its Interconnection Agreement to a subsequent occupant of the site. For a Generating Facility providing energy

directly to a Utility, the Interconnection Customer is the owner of the Generating Facility and may assign its Interconnection Agreement to a subsequent owner of the Generating Facility. Assignment is only effective after the assignee provides written notice of the assignment to the Utility and agrees to accept the Interconnection Customer's responsibilities under the Interconnection Agreement.