

**“SHORT FORM” APPLICATION FOR SINGLE PHASE ATTACHMENT OF
PARALLEL GENERATION EQUIPMENT 20 kV OR SMALLER TO THE
ELECTRIC SYSTEM OF**

Interconnection Provider: _____

Interconnection Provider’s Designated Contact Person: _____

Interconnection Provider’s Address: _____

Interconnection Provider’s Fax Number: (____)_____

Interconnection Provider’s E-Mail Address: _____

An application is a Complete Application when it provides all applicable and correct information required below. (Additional information to evaluate a request for Interconnection may be required pursuant to the application process after the application is deemed complete.)

Processing Fee:

The Interconnection Provider may require a cost-based Processing Fee, approved by the State Commission, to be paid at the time of application.

Applicant Information:

Legal Name of the Interconnecting Applicant:

Name: _____ Phone: (____)_____

Address: _____ Municipality: _____

Applicant’s Electric Service Customer Account Number: _____

**Name and Address of the Applicant as it appears on the Applicant’s electric bill from the
Electric Company:**

Name: _____ Phone: (____)_____

Address: _____ Municipality: _____

B. Consulting Engineer or Contractor:

Name: _____ Phone: (____)_____

Address: _____

Estimated In-Service Date: _____

Existing Electric Service:

Capacity: _____ Amperes Voltage: _____ Volts

Service Character: ()Single Phase ()Three Phase

Location of Protective Interface Equipment on Property:

(Include address if different from customer address)

Energy Producing Equipment/Inverter Information:

Manufacturer: _____

Model No. _____ Version No. _____

()Synchronous ()Induction ()Inverter ()Other _____

Rating: _____ kW Rating: _____ kVA

Interconnection Voltage: _____ Volts

DG System Type Tested (Total System): ()Yes ()No; attach product literature

Equipment Type Tested (i.e. Inverter, Protection System):

()Yes ()No; attach product literature

One Line Diagram attached: ()Yes

Installation Test Plan attached: ()Yes

Signature:

CUSTOMER SIGNATURE:

TITLE:

DATE:

**STANDARIZED APPLICATION FOR ATTACHMENT OF PARALLEL
GENERATION EQUIPMENT TO THE ELECTRIC SYSTEM OF**

(Interconnection Provider)

Preamble and Instructions

An owner of a small distributed generator resource who requests interconnection to a State-regulated distribution or transmission facility, must submit an application by hand delivery, mail, e-mail or fax to the Interconnection Provider, as applicable as follows:

Interconnection Provider: _____

Interconnection Provider's Designated Contact Person: _____

Interconnection Provider's Address: _____

Interconnection Provider's Fax Number: _____

Interconnection Provider's E-Mail Address: _____

An application is a Complete Application when it provides all applicable and correct information required below. (Additional information to evaluate a request for Interconnection may be required pursuant to the application process after the application is deemed complete.)

Processing Fee:

The Interconnection Provider may require a cost-based Processing Fee, approved by the State Commission, to be paid at the time of application. The fee may vary, depending on the size and characteristics of the small resource generator (e.g., a single phase generator vs. a three phase generator).

Section 1. Applicant Information

A. Legal Name of Interconnecting Applicant (or, if an Individual, Individual's Name)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Facility Location (if different from above): _____

Telephone (Daytime): Area Code _____ Number _____ (Evening) Area Code _____
Number _____

Facsimile Number: _____

E-Mail Address: _____

B. Alternative Contact Information (if different from Applicant)

Contact Name: _____

Contact Title: _____

Address: _____

Phone Number: _____

Facsimile Number: _____

E-mail address: _____

C. Will the small resource be used for any of the following:

Net Metering? Yes ___ No ___ To supply power to the Interconnection Customer? Yes ___ No ___

To supply power to others? Yes ___ No ___

D. For generators installed at locations with existing electric service to which the proposed generator will interconnect, provide:

_____ (Local Electric Service Provider*)

_____ (Existing Account Number*)

[*To be provided by Applicant if Local Electric Service Provider is different from Interconnection Provider]

Contact Name: _____

Contact Title: _____

Address: _____

Phone Number: _____

Facsimile Number (if known): _____

E-mail address (if known): _____

E. Requested Point of Interconnection: _____

F. Interconnection Applicant's requested in-service date: _____

Section 2. Generator Qualifications

All data collected in Sections 2, 3, and 4 are applicable only to the generator facility, NOT the necessary interconnection facilities

Energy source: ___ Solar ___ Wind ___ Hydro ___ Hydro ___ Type (e.g. Run-of-River) _____ Diesel ___ Natural Gas ___ Fuel Oil Other (state type) _____

Type of Generator: ___ Synchronous ___ Induction ___ DC Generator or Solar with Inverter

Generator Nameplate Rating: _____ kW (Typical)
Generator Nameplate KVAR: _____

Applicant or Customer-Site Load: _____ kW (if none so state) (Typical);
_____ (Reactive Load, if known)

Maximum Physical Export Capability Requested: _____ kW

List components of the Generating Facility that are currently certified by a U.S. Department of Energy-approved laboratory and/or listed by the Underwriters Laboratory:

Equipment Type (Identify)	UL Listing or U.S. Lab Certification
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Section 3. Generator Technical Information

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: _____

Rated Power Factor Lagging: _____

Total Number of Generators in Wind Farm to be interconnected pursuant to this application:

_____ Elevation: _____ Single phase _____ Three phase

Inverter Manufacturer, Model Name & Number (if used): _____

List of Adjustable Set points the protective equipment or software: _____

Generator Characteristic Data (for rotating machines):

[Note: For Wind Generators, a completed General Electric Company Power Systems Load Flow (PSLF) data sheet must be supplied with the application.]

For Synchronous and Induction Generators:

Direct Axis Transient Reactance, X'd: _____ P.U.

Direct Axis Unsaturated Transient Reactance, X'di: _____ P.U.

Direct Axis Subtransient Reactance, X''d: _____ P.U.

Generator Saturation Constant (1.0): _____

Generation Saturation Constant (1.2): _____

Negative Sequence Reactance: _____ P.U.

Zero Sequence Reactance: _____ P.U.

KVA Base: _____

RPM Frequency: _____

Additional information for Induction Generators:

- *Field Volts _____
- *Field Amperes _____
- *Motoring Power (kW) _____
- *Neutral Grounding Resistor (If Applicable) _____
*I22t or K (Heating Time Constant) _____
- *Rotor Resistance _____
- *Stator Resistance *Stator Reactance _____
- *Rotor Reactance* Magnetizing Reactance _____
- *Short Circuit Reactance _____
- *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

[*Note: Please contact Interconnection Provider prior to submitting the Application, to determine if the specified information above is required.]

Excitation & 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. Interconnection Equipment Technical Data Information

Will a transformer be used between the generator and the point of interconnection? ___ Yes
___ No

Will the transformer be provided by Interconnection Applicant? ___ Yes ___ No

Transformer Data (if applicable. for Interconnection Applicant-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 Fuse Data (if applicable, for Interconnection Applicant-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt & Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed:

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____ Load Rating: _____ Interrupting Rating: _____ Trip
Speed: _____
(Amps) (Amps)
(Cycles)

Interconnection Protective Relays (if applicable):

(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 & 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 Technical Information

Enclose copy of site electrical One-Line Diagram showing the configuration of all generating facility equipment, current and potential circuits, and protection and control schemes.

Is One-Line Diagram Enclosed? _____ Yes

[Note: This one-line diagram must be signed and stamped by a licensed Professional Engineer if the generating facility is larger than 50 kW.]

Enclose copy of any site documentation that indicates the precise physical location of the proposed generating facility (e.g., USGS topographic map or other diagram or documentation).

Proposed Location of Protective Interface Equipment on Property:
(Include Address if Different from Application Address) _____

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Any Available Documentation Enclosed? _____ Yes

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

Section 6. Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in the Interconnection Application is true and correct.

Signature of Applicant: _____

Date: _____

**MODEL AGREEMENT FOR INTERCONNECTION
AND PARALLEL OPERATION OF
SMALL DISTRIBUTED GENERATION RESOURCES**

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF SMALL DISTRIBUTED GENERATION RESOURCES

This Interconnection Agreement (“Agreement”) is made and entered into this _____ day of _____, 20__, by _____ (“Interconnection Provider”), and _____ (“Interconnection Customer”) each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties”.

Interconnection Customer Information:	Interconnection Provider Information:
Name: _____	Name: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____
Interconnection Customer Application No. _____	

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1.0 Scope and Purpose of Agreement:

This Agreement describes *only* the conditions under which the Interconnection Provider and the Interconnection Customer agree that the distributed generating facility or facilities (“Small Resource”) described in Exhibit A may be interconnected to and operated in parallel with the utility Interconnection Provider’s system. Other services that the Interconnection Customer may require from the Interconnection Provider will be covered under separate agreements. The technical terms used in this agreement are defined in Exhibit B.

The following exhibits are specifically incorporated into and made a part of this Agreement:

- Exhibit A: Summary and Description of Interconnection
- Exhibit B: Technical Definitions

2.0 Summary and Description of Interconnection Customer’s Small Resource Equipment/Facility to be Included in Exhibit A:

A description of the Generating Facility, including a summary of its significant components and a diagram showing the general arrangement of Interconnection Customer's Small Resource and loads that are interconnected with Interconnection Provider's electric distribution system, is attached to and made a part of this Agreement as Exhibit A.

2.1 Interconnection Customer Application identification number: _____
(Assigned by the Interconnection Provider)

2.2 Interconnection Provider's Interconnection Customer electric service account number: _____ (assigned by Interconnection Provider)

2.3 Interconnection Customer's name and address as it appears on the Interconnection Customer's electric service bill from the Interconnection Provider:

2.4 Capacity of the Small Resource is: _____ kW.

2.5 The expected annual energy production of the Small Resource is _____ kWh.

2.6 For the purpose of identifying eligibility of the Interconnection Customer's Small Resource for consideration under the federal Public Utility Regulatory Practices Act of 1978 ("PURPA"), and amendments, the Interconnection Customer hereby declares that the Small Resource _ does/ _ does not meet the requirements for "Cogeneration" as such term is used under applicable State rules or laws.

2.7 The expected date of Initial Operation of the Small resource is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3.0 Responsibilities of Distribution Interconnection Provider and Interconnection Service Interconnection Customer

Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities which it now or hereafter may own or lease unless otherwise specified in Exhibit A. Maintenance of Interconnection Customer's Small Resource and interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule.

The Parties agree to cause their facilities or systems to be constructed in accordance with specifications provided by the National Electrical Safety Code, the National Electric Code, and as approved by the American National Standards Institute, and interconnected in accordance with Institute of Electrical and Electronics Engineers standards where applicable.

Interconnection Provider and Interconnection Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point Of Common Coupling. The Interconnection Provider or the Interconnection Customer, as appropriate, shall provide interconnection facilities that adequately protect the Interconnection Provider's distribution system, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of the interconnection Facilities shall be made part of this agreement as Exhibit C.

4.0 Prior Authorization

For the mutual protection of the Interconnection Customer and the Interconnection Provider, the connections between the Interconnection Provider's service wires and the Interconnection Customer's service entrance conductors shall not be energized without prior authorization of the Interconnection Provider, which authorization shall not be unreasonably withheld.

5.0 Warranty Is Neither Expressed Nor Implied

Neither by inspection, if any, or non-rejection, nor in any other way, does the Interconnection Provider give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Customer or leased by the Interconnection Customer from third parties, including without limitation the Small Resource and any structures, equipment, wires, appliances or devices appurtenant thereto.

6.0 Liability Provisions:

6.1 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 of any kind whatsoever.

6.2 Indemnification

a. Notwithstanding Paragraph 6.1 of this Agreement, the Interconnection Provider shall assume all liability for and shall indemnify the Interconnection Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the Interconnection Provider's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that the Interconnection Provider shall have no obligation to indemnify the Interconnection Customer for claims brought by claimants who cannot recover directly from the Interconnection Provider. Such indemnity shall include, but is not limited to, financial responsibility for

- (i) the Interconnection Customer's monetary losses;
- (ii) reasonable costs and expenses of defending an action or claim made by a third person;
- (iii) damages related to the death or injury of a third person;

- (iv) damages to the property of the Interconnection Customer;
- (v) damages to the property of a third person;
- (vi) damages for the disruption of the business of a third person.

In no event shall the Interconnection Provider be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production.

The Interconnection Provider does not assume liability for any costs for damages arising from the disruption of the business of the Interconnection Customer or for the Interconnection Customer's costs and expenses of prosecuting or defending an action or claim against the Interconnection Provider. This paragraph does not create a liability on the part of the Interconnection Provider to the Interconnection Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph, do not apply in cases of gross negligence or intentional wrongdoing.

b. Notwithstanding Paragraph 6.1 of this Agreement, the Interconnection Customer shall assume all liability for and shall indemnify the Interconnection Provider for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the Interconnection Customer's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that the Interconnection Customer shall have no obligation to indemnify the Interconnection Provider for claims brought by claimants who cannot recover directly from the Interconnection Customer. Such indemnity shall include, but is not limited to, financial responsibility for:

- (i) the Interconnection Provider's monetary losses;
- (ii) reasonable costs and expenses of defending an action or claim made by a third person;
- (iii) damages related to the death or injury of a third person;
- (iv) damages to the property of the Interconnection Provider;
- (v) damages to the property of a third person;
- (vi) damages for the disruption of the business of a third person.

In no event shall the Interconnection Customer be liable for consequential, special, incidental or punitive damages including, without limitation, loss of profits, loss of revenue, or loss of production. The Interconnection Customer does not assume liability for any costs for damages arising from the disruption of the business of the Interconnection Provider or for the Interconnection Provider's costs and expenses of

prosecuting or defending an action or claim against the Interconnection Customer. This paragraph does not create a liability on the part of the Interconnection Customer to the Interconnection Provider or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph does not apply in cases of gross negligence or intentional wrongdoing.

6.3 Force Majeure

If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will 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 will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but 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.

7.0 Insurance

The Interconnection Customer is not required to provide general liability insurance coverage as part of this Agreement, or any other Interconnection Provider requirement. Due to the risk of incurring damages, the State regulatory commission may recommend that every Interconnection Customer protect itself with insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to this Agreement. At no time shall the Interconnection Provider require that the Interconnection Customer negotiate any policy or renewal of any policy covering any liability through a particular insurance Interconnection Provider, agent, solicitor, or broker.

8.0 Effect

The inability of the Interconnection Provider to require the Interconnection Customer to provide general liability insurance coverage for operation of the Small Resource is not a waiver of any rights the Interconnection Provider may have to pursue remedies at law against the Interconnection Customer to recover damages.

9.0 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, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

10.0 Notices

Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer Name
Attention: _____
Address: _____
City: _____, State: ____
Zip Code: _____
Phone: () _____
FAX: () _____

If to Interconnection Provider:

Interconnection Provider Name
Attention: _____
Address: _____
City: _____, State: ____
Zip Code: _____
Phone: () _____
FAX: () _____

10.1 Notices

A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 10.0.

10.2 Communications

The Parties may also designate operating representatives to conduct the daily communications which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other in accordance with Section 10.0.

11.0 Right of Access, Equipment Installation, Removal and Inspection

Upon reasonable notice, the Interconnection Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Resource first produces energy to inspect the interconnection, and observe the commissioning of the Small Resource (including any required testing), startup, and operation for a period of up to no more than three days after initial start-up of the unit. In

addition, the Interconnection Customer shall notify the Interconnection Provider at least seven days prior to conducting any on-site Verification Testing of the Small Resource.

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, Interconnection Provider shall have access to 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 Interconnection Customers.

12.0 Disconnection of Unit

Interconnection Customer retains the option to temporarily disconnect from Interconnection Provider's Interconnection Provider system at any time. Such temporary disconnection shall not be a termination of the Agreement unless Interconnection Customer exercises its termination rights under Section 13.0.

Subject to any State regulatory authority rule for routine maintenance and repairs on Interconnection Provider's system, the Interconnection Provider shall provide the Interconnection Customer with seven days' notice of service interruption. The Interconnection Provider shall have the right to disconnect service to Interconnection Customer without notice to eliminate conditions that constitute a potential hazard to Interconnection Provider personnel or the general public. The Interconnection Provider shall notify the Interconnection Customer of the emergency as soon as circumstances permit.

The Interconnection Provider may disconnect the Small Resource, after notice to the Interconnection Customer has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if the Small Resource adversely affects the quality of service of adjoining Interconnection Customers.

If, after the Small Resource has been commissioned, the operations of the Interconnection Provider are adversely affecting the performance of the Small Resource or the Interconnection Customer's premises, the Interconnection Provider shall immediately take appropriate action to eliminate the adverse effect. If the Interconnection Provider determines that it needs to upgrade or reconfigure its system the Interconnection Customer will not be responsible for the cost of new or additional equipment on the Interconnection Provider's side of the Point Of Common Coupling between the Interconnection Customer and the Interconnection Provider.

13.0 Effective Term and Termination Rights

This Agreement becomes effective when executed by both parties and shall continue

(a) Interconnection Customer may terminate this Agreement at any time, by giving the Interconnection Provider sixty days' written notice;

(b) Interconnection Provider may terminate upon failure by the Interconnection Customer to generate energy from the Facility in parallel with the Interconnection Provider's system by the later of two years from the date of this agreement or twelve months after completion of the interconnection;

(c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or

(d) Interconnection Provider may terminate by giving Interconnection Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute concerning interconnection and parallel operation of the Small Resource, unless the Interconnection Customer's installation is exempted from the change or the Interconnection Customer complies with the change in a timely manner. Nothing in this provision shall limit the ability of the Interconnection Provider to disconnect the Interconnection Customer without providing notice as specified herein if necessary to address a hazardous condition.

Upon termination of this Agreement, the Small Resource will be disconnected from the Interconnection Provider's electric 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.

14.0 Governing [Law/Regulatory Authority]

This Agreement was executed in the State of [name of State] and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, maintaining and operating in full compliance with all valid, applicable federal, State, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

15.0 Assignments:

15.1 Assignment to Corporate Party

At any time during the term, the Interconnection Customer may assign this Agreement to a corporation or other entity with limited liability, provided that the Interconnection Customer obtains the consent of the Interconnection Provider. Such consent will not be withheld unless the Interconnection Provider can demonstrate that the corporate entity is not reasonably capable of performing the obligations of the assigning Interconnection Customer under this Agreement.

15.2 Assignment to Individuals

At any time during the term, an Interconnection Customer may assign this Agreement to another person, other than a corporation or other entity with limited liability, provided that the assignee is the owner, lessee, or is otherwise responsible for the Small Resource.

16.0 Confidentiality

[Provisions to be worked out between the Parties consistent with State law, regulatory rules and procedures for protecting critical infrastructure data, proprietary information or trade secrets.]

17.0 Dispute Resolution

Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner, consistent with applicable State regulatory commission rules regarding resolution of disputes.

18.0 Amendment and Notification

This Agreement can only be amended or modified by a writing signed by both Parties.

19.0 Entire Agreement

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements or understandings, whether verbal or written. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

20.0 Non-Waiver

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. 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 to waive the obligations, rights, or duties imposed on the Parties.

21.0 No Third Party Beneficiaries

This agreement is not intended to and does not create rights, remedies, 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 Parties, their successors in the interest and, where permitted, their assigns.

22.0 Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

[Interconnection Provider Name]

By: _____

Title: _____

Date: _____

[Interconnection Customer Name]

By: _____

Title: _____

Date: _____

Definitions for Terminology Used in the Agreement

- **Agreement** – means this Interconnection and Parallel Operation Agreement for Small Distributed Generation Resources by and between the Interconnection Provider and the Interconnection Customer.
- **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.
- **Interconnection Provider** - An electric Interconnection Provider operating a distribution system, as ascribed to in the first paragraph of this Agreement, and its agents or permitted successors and assigns.
- **Interconnection Customer** – Any entity interconnected to the Utility Interconnection Provider system for the purpose of receiving [or exporting] electric power from [or to] the Interconnection Provider system as ascribed to in the first paragraph of this Agreement, and its agents or permitted successors and assigns.
- **Party or Parties** – means either the Interconnection Provider or the Interconnection Customer or both.
- **Small Resource** – An electrical generating installation consisting of one or more on-site generating units. The total capacity of the aggregated generating units to be interconnected at any Point of Common Coupling under this Agreement shall not exceed the amount referenced in the Interconnection Customer’s Application Form, as modified by written consent of both the Interconnection Provider and the Interconnection Customer..
- **Force Majeure Event** - For purposes of this Agreement, a "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage.
- **Indemnification** – Protection against or being kept free from loss or damage.
- **Interconnection** – The physical connection of Small Resource to the Interconnection Provider system in accordance with the requirements of this Agreement so that parallel operation can occur.

- **Interconnection Agreement (“Agreement”)** – The standard form of agreement, which has been approved by the [State Regulatory Commission]. The Agreement sets forth the contractual conditions under which the Interconnection Provider and the Interconnection Customer agree that Small Resource may be interconnected with the Interconnection Provider’s system.
- **Interconnection Provider System** – A Interconnection Provider’s distribution system to which the Interconnection Customer’s Small Resource equipment is interconnected.
- **On-site Generating Units (or Small Resource)** – For purposes of this Agreement, an electrical generating facility located on the Interconnection Customer’s premises, generally, on the Interconnection Customer’s side of the point of delivery, which may be connected in parallel operation with the Interconnection Provider’s system.
- **Standardized Application** – The standard application for interconnection and parallel operation with the Interconnection Provider system, as approved by the State regulatory authority.
- **Term** – means the duration of this Agreement as specified in provision 12.0 of the Agreement.

EXHIBIT B

**Allocation of Responsibility for the Design, Installation, Operation,
Maintenance and Ownership of the Interconnection Facilities**

[NOTE: There can be significant State policy issues involved in the allocation of responsibilities that may vary from State to State. Exhibit C will allow each State to adopt its policy preferences on these issues.]