COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

DEVELOPMENT OF GUIDELINES FOR INTERCONNECTION AND NET METERING FOR CERTAIN GENERATORS WITH CAPACITY UP TO THIRTY KILOWATTS	))))	ADMINISTRATIVE CASE NO. 2008-00169

O R D E R

In its Order issued on May 30, 2008, the Commission initiated Administrative Case No. 2008-00169 to establish interconnection and net metering guidelines in accordance with Senate Bill 83 ("SB 83"), which was enacted by the Kentucky General Assembly during the 2008 Regular Session and signed by Governor Steve Beshear on April 24, 2008. SB 83 amended the existing statutory requirements for the net metering[1] of electricity, which are codified in KRS 278.465 to 278.468. The amendments are designed to increase the number of net metering customers by expanding the types and sizes of customer-owned electric generating facilities that qualify for net metering. More specifically, SB 83 included the following provisions:

> 1. The definition of an "eligible electric generating facility" is expanded from solar only to include wind energy, biomass or biogas energy, and hydro-energy;
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> 2. The maximum size of eligible generators is increased from 15 kW to 30 kW;
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> 3. The limit at which the Commission may restrict new net metering customers is increased from 0.1% to 1% of a retail supplier's single-hour peak load;

[1] "Net metering" is defined as "measuring the difference between the electricity supplied by the electric grid and the electricity generated by an eligible customer-generator that is fed back to the electric grid over a billing period." KRS 278.465(4).

4. Bill credits for generation fed back to the retail supplier in excess of the electricity supplied during the billing period are carried forward for the life of the account;

5. The net metering customer is responsible for the cost of any upgrade to the interconnection that is required by an approved tariff;

6. Interconnection and net metering guidelines are to be developed by the Commission for all retail electric suppliers; and

7. Retail electric suppliers are required to file net metering tariffs and application forms to comply with the Commission-established guidelines.

SB 83 requires that the interconnection and net metering guidelines referenced in Item 6 above be established by the Commission by January 11, 2009, 180 days after the bill's effective date of July 15, 2008.

In its May 30, 2008 Order, the Commission made all jurisdictional electric utilities parties to the case: Louisville Gas & Electric Company ("LG&E"); Kentucky Utilities Company ("KU"); Duke Energy Kentucky, Inc.; Kentucky Power Company; Big Rivers Electric Corporation ("Big Rivers"); East Kentucky Power Cooperative, Inc. ("East Kentucky Power"); and the 19 distribution cooperatives which are wholesale customer/owners of Big Rivers[2] and East Kentucky Power.[3]

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[2] The three member cooperatives of Big Rivers are Kenergy Corp., Jackson Purchase Energy Corporation, and Meade County Rural Electric Cooperative Corporation.

[3] The 16 member cooperatives of East Kentucky Power are Big Sandy Rural Electric Cooperative Corporation; Blue Grass Energy Cooperative Corporation; Clark Energy Cooperative, Inc.; Cumberland Valley Electric, Inc.; Farmers Rural Electric Cooperative Corporation; Fleming-Mason Energy Cooperative; Grayson Rural Electric Cooperative Corporation; Inter-County Energy Cooperative Corp.; Jackson Energy Cooperative Corp.; Licking Valley Rural Electric Cooperative Corporation; Nolin Rural Electric Cooperative Corporation; Owen Electric Cooperative, Inc.; Salt River Electric Cooperative; Shelby Energy Cooperative, Inc.; South Kentucky Rural Electric Cooperative Corporation; and Taylor County Rural Electric Cooperative Corporation.

The Attorney General ("AG") intervened pursuant to KRS 367.150(8)(b). In addition, full intervenor status was granted to Appalachia-Science in the Public Interest, Solar Energy Solutions LLC, and Joshua Bills (collectively referred to as the "intervening parties"). The intervening parties have an interest, generally, in the marketing, promotion, and installation of distributed renewable generation equipment (e.g., solar photovoltaic generating equipment).

PROCEDURAL HISTORY

In meeting the General Assembly's directive to adopt net metering and interconnection guidelines, the Commission determined to undertake a cooperative process in which it would work with the stakeholders in an effort to come to a consensus, rather than engaging in an adversarial administrative hearing process. The Commission believed that, while there would be some differences in opinion between the jurisdictional electric utilities and those advocating further deployment of net metering throughout the state, there was substantial common ground for cooperation on these issues. As this case has developed, it is clear that the parties have worked cooperatively and, as a result, have been able to reach a consensus.

During the case, Commission Staff held a number of informal conferences with the parties in which they and the parties engaged in discussions of the interconnection and net metering issues.[4] The utilities and the intervening parties also engaged in additional settlement discussions without the participation of Commission Staff or the AG. These negotiations resulted in the production of draft interconnection and net metering guidelines ("draft guidelines") which were distributed to all parties for review on October 2, 2008.

[4] Informal conferences were held on August 18, 2008; September 5, 2008; and October 16, 2008.

Following receipt of the draft guidelines, Commission Staff held a final informal conference with the parties on October 16, 2008, after which Commission Staff made a number of additional revisions, including revising the title of the document to "Net Metering Tariff – Kentucky," which Staff believed necessary, as the draft guidelines referred to themselves as a "tariff."[5] The revised draft guidelines were appended to the October 16, 2008 informal conference memorandum, which was sent to the parties on November 3, 2008 with instructions to provide any final comments within 10 days. On the same date, the Commission issued an Order to the parties requiring any party desiring a formal hearing in this matter to file a request for a hearing within 10 days.

No request for a hearing was filed by any party. However, all of the parties filed comments requesting that the Commission remove the word "tariff" from the title of the draft guidelines document. The utilities commented that the title should be amended because it was inconsistent with KRS 278.467 and "because each utility's operating environment and customer base varies from those of other utilities," thus requiring "the flexibility inherent in the Guidelines . . . ."[6] The intervening parties commented that the title should be changed to "Guidelines" because "the General Assembly differentiated the two in KRS 278.467 by requiring that the Commission develop the guidelines that would result in the filing of conforming net metering tariffs by the retail electric suppliers within a time certain after the adoption of the guidelines."[7] No other comments were filed.

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[5] E.g., "[t]he term 'Customer' hereinafter shall refer to any customer requesting or receiving Net Metering services under this tariff." Draft guidelines at 1.

[6] Comments of LG&E and KU, submitted November 13, 2008. Other comments submitted by the utilities either support those submitted by LG&E and KU or substantially mirror them.

[7] Comments of intervening parties submitted December 2, 2008.

COMMISSION DETERMINATION

Having reviewed the draft guidelines and the parties' comments to the draft guidelines, the Commission finds that the draft guidelines are in accordance with the provisions of SB 83 and KRS 278.465-468. The Commission also finds that the parties' request to remove the word "tariff" from the title of the document is necessary and appropriate, as KRS 278.467(2) requires the Commission to issue "interconnection and net metering guidelines," while KRS 278.467(3) requires the jurisdictional utilities to file "a net metering tariff and application forms to comply with those guidelines" within 90 days of the issuance of the guidelines.

The Commission also commends the parties for their willingness to engage productively in this cooperative effort. The Commission believes that their hard work has resulted in a strong, comprehensive set of interconnection and net metering guidelines. The Commission believes that this stakeholder process will substantially contribute to the successful implementation of the guidelines, as all of the parties were well-represented and were provided the opportunity to fully voice their opinions on those issues most important to them regarding interconnection and net metering in Kentucky.

IT IS THEREFORE ORDERED that:

1. The Commission hereby issues the "Interconnection and Net Metering Guidelines – Kentucky," attached hereto as Appendix A, as the interconnection and net metering guidelines required by KRS 278.467(2).

2. All jurisdictional electric utilities who are parties to this case shall file net metering tariffs and application forms to comply with the "Interconnection and Net Metering Guidelines – Kentucky" within 90 days of the issuance of this Order.

Done at Frankfort, Kentucky, this 8th day of January, 2009.

By the Commission

ATTEST:

Executive Director

APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE COMMISSION IN ADMINISTRATIVE CASE NO. 2008-00169
DATED JANUARY 8, 2009

Interconnection and Net Metering Guidelines – Kentucky

Interconnection and Net Metering Guidelines – Kentucky

These guidelines are intended to facilitate the use of net metering and interconnection of renewable energy generators by establishing interconnection and net metering guidelines for all retail electric suppliers operating in the Commonwealth, incorporating all applicable safety and power quality standards established by the National Electrical Code (NEC), Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL).

To the extent this tariff conflicts with any federal law or regulation or any law or regulation of the Commonwealth of Kentucky, the law or regulation shall supersede and control over any conflicting tariff provision.

AVAILABILITY

Net Metering is available to eligible customer-generators in the Utility's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Utility's single hour peak load in Kentucky during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of a supplier's single hour peak load during the previous year, upon Commission approval, the Utility's obligation to offer net metering to a new customer-generator may be limited. An eligible customer-generator shall mean a retail electric customer of the Utility with a generating facility that:

(1) Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;

(2) Has a rated capacity of not greater than thirty (30) kilowatts;

(3) Is located on the customer's premises;

(4) Is owned and operated by the customer;

(5) Is connected in parallel with the Utility's electric distribution system; and

(6) Has the primary purpose of supplying all or part of the customer's own electricity requirements.

At its sole discretion, the Utility may provide Net Metering to other customer-generators not meeting all the conditions listed above on a case-by-case basis.

The term "Customer" hereinafter shall refer to any customer requesting or receiving Net Metering services under this tariff.

METERING

Due to variations among utilities in Kentucky in the types of meters used, it is impractical to have common language for this section that clearly describes the type of meter that will be used by any one utility to enable net metering.

The Utility shall provide net metering services, without any cost to the Customer for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Customer of his or her responsibility to pay metering costs embedded in the utility's Commission-approved base rates.

Any additional meter, meters, or distribution upgrades needed to monitor the flow in each direction shall be installed at the Customer's expense.

BILLING

Due to variations among utilities in Kentucky in rate tariff structure, billing system capabilities, and net metering equipment described above, it is impractical to have common language for this section that clearly describes the billing details of any one utility. Each Utility will provide language in its tariff filing that uniquely describes its billing practice consistent with the requirements in KRS 278.465 to 278.468.

APPLICATION AND APPROVAL PROCESS

The Customer shall submit an Application for Interconnection and Net Metering ("Application") and receive approval from the Utility prior to connecting the generator facility to the Utility's system.

Applications will be submitted by the Customer and reviewed and processed by the Utility according to either Level 1 or Level 2 processes defined below.

The Utility may reject an Application for violations of any code, standard, or regulation related to reliability or safety; however, the Utility will work with the Customer to resolve those issues to the extent practicable.

Customers may contact the Utility to check on status of an Application or with questions prior to submitting an Application. Utility contact information can be found on the Application form.

Each Utility shall provide contact information for inquiries regarding the Utility's net metering program and application process. The Utility shall provide electronic and phone contact information on all net metering application forms and on the Utility's website or in customer bill inserts if no website is available.

Each Utility with a website shall provide net metering application forms and information regarding the retail electric provider's net metering program on the

website. Companies shall accept applications by mail or in person. At its sole discretion, the Utility may accept applications electronically.

LEVEL 1

A Level 1 Application shall be used if the generating facility is inverter-based and is certified by a nationally recognized testing laboratory to meet the requirements of Underwriters Laboratories Standard 1741 "Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources" (UL 1741).

The Utility will approve the Level 1 Application if the generating facility also meets all of the following conditions:

(1) For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed generating facility, will not exceed 15% of the Line Section's most recent annual one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.

(2) If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed generating facility, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.

(3) If the proposed generating facility 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.

(4) If the generating facility is to be connected to three-phase, three wire primary utility distribution lines, the generator shall appear as a phase-to-phase connection at the primary utility distribution line.

(5) If the generating facility is to be connected to three-phase, four wire primary utility distribution lines, the generator shall appear to the primary utility distribution line as an effectively grounded source.

(6) The interconnection will not be on an area or spot network.[8]

(7) The Utility does not identify any violations of any applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems."

(8) No construction of facilities by the Utility on its own system will be required to accommodate the generating facility

If the generating facility does not meet all of the above listed criteria, the Utility, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if the Utility determines that the generating facility can be safely and reliably connected to the Utility's system; or 2) deny the Application as submitted under the Level 1 Application.

The Utility shall notify the customer within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

If the Application lacks complete information, the Utility shall notify the Customer that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the time to process the Application.

When approved, the Utility will indicate by signing the approval line on the Level 1 Application Form and returning it to the Customer. The approval will be subject to successful completion of an initial installation inspection and witness test if required by the Utility. The Utility's approval section of the Application will indicate if an inspection and witness test are required. If so, the Customer shall notify the Utility within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with the Utility to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by the Utility and the Customer. The Customer may not operate the generating facility until successful completion of such inspection and witness test, unless the Utility expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to non-compliance with any provision in the Application and Utility approval, the Customer shall not operate the generating facility until any and all non-compliance is corrected and re-inspected by the Utility.

If the Application is denied, the Utility will supply the Customer with reasons for denial. The Customer may resubmit under Level 2 if appropriate.

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[8] Area and spot networks are systems in which multiple transformers are interconnected on the secondary side and multiple primary voltage circuits are used to feed the transformers. A spot network is typically used to serve a single building and all the transformers are in one location. An area network typically serves multiple customers with secondary conductors covering multiple city blocks and with transformers at various locations.

LEVEL 2

A Level 2 Application is required under any of the following:

(1) The generating facility is not inverter based;

(2) The generating facility uses equipment that is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741; or

(3) The generating facility does not meet one or more of the additional conditions under Level 1.

The Utility will approve the Level 2 Application if the generating facility meets the Utility's technical interconnection requirements, which are based on IEEE 1547. The Utility shall make its technical interconnection requirements available online and upon request.

The Utility will process the Level 2 Application within 30 business days of receipt of a complete Application. Within that time the Utility will respond in one of the following ways:

(1) The Application is approved and the Utility will provide the Customer with an Interconnection Agreement to sign.

(2) If construction or other changes to the Utility's distribution system are required, the cost will be the responsibility of the Customer. The Utility will give notice to the Customer and offer to meet to discuss estimated costs and construction timeframe. Should the Customer agree to pay for costs and proceed, the Utility will provide the Customer with an Interconnection Agreement to sign within a reasonable time.

(3) The Application is denied. The Utility will supply the Customer with reasons for denial and offer to meet to discuss possible changes that would result in Utility approval. Customer may resubmit Application with changes.

If the Application lacks complete information, the Utility shall notify the Customer that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the 30-business-day target to process the Application.

The Interconnection Agreement will contain all the terms and conditions for interconnection consistent with those specified in this tariff, inspection and witness test requirements, description of and cost of construction or other changes to the Utility's distribution system required to accommodate the

generating facility, and detailed documentation of the generating facilities which may include single line diagrams, relay settings, and a description of operation.

The Customer may not operate the generating facility until an Interconnection Agreement is signed by the Customer and Utility and all necessary conditions stipulated in the agreement are met.

APPLICATION, INSPECTION AND PROCESSING FEES

No application fees or other review, study, or inspection or witness test fees may be charged by the Utility for Level 1 Applications.

The Utility may require each Customer to submit with each Level 2 Application a non-refundable application, inspection and processing fee of up to $100 for Level 2 Applications. In the event the Utility determines an impact study is necessary with respect to a Level 2 Application, the Customer shall be responsible for any reasonable costs up to $1,000 for the initial impact study. The Utility shall provide documentation of the actual cost of the impact study. Any other studies requested by the Customer shall be at the Customer's sole expense.

TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to the Utility's distribution system, the Customer's generating facility shall comply with the following terms and conditions:

1. The Utility shall provide the Customer net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Customer requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Customer's expense.

2. The Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on the Customer's system required by the Utility's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Utility's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from the Utility, the Customer shall demonstrate generating facility compliance.

3. The generating facility shall comply with, and the Customer shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Utility's rules, regulations, and Utility's Service

Regulations as contained in Utility's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Customer shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.

4. Any changes or additions to the Utility's system required to accommodate the generating facility shall be considered excess facilities. Customer shall agree to pay Utility for actual costs incurred for all such excess facilities prior to construction.

5. Customer shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Utility's electric system. At all times when the generating facility is being operated in parallel with Utility's electric system, Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Utility to any of its other customers or to any electric system interconnected with Utility's electric system. Customer shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Utility's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

6. Customer shall be responsible for protecting, at Customer's sole cost and expense, the generating facility from any condition or disturbance on Utility's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that the Utility shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of the Utility.

7. After initial installation, Utility shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Utility shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.

8. For Level 1 and 2 generating facilities, where required by the Utility, an eligible Customer shall furnish and install on Customer's side of the point of common coupling a safety disconnect switch which shall be capable of

fully disconnecting the Customer's energy generating equipment from Utility's electric service under the full rated conditions of the Customer's generating facility. The external disconnect switch (EDS) shall be located adjacent to Utility's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Customer shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Utility personnel at all times. The Utility may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under the Utility's safety and operating protocols.

Any utility requiring the use of an EDS shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

9. Utility shall have the right and authority at Utility's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the generating facility if Utility believes that: (a) continued interconnection and parallel operation of the generating facility with Utility's electric system creates or contributes (or may create or contribute) to a system emergency on either Utility's or Customer's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Utility's electric system; or (c) the generating facility interferes with the operation of Utility's electric system. In non-emergency situations, Utility shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when the Utility is unable to immediately isolate or cause the Customer to isolate only the generating facility, the Utility may isolate the Customer's entire facility.

10. Customer shall agree that, without the prior written permission from Utility, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.

11. The liability of the Customer to the Utility and the Utility to the Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which the Customer is taking service.

OR: (AT UTILITY'S OPTION PER ITS STANDARD TARIFFS and CONDITIONS OF SERVICE)

To the extent permitted by law, the Customer shall protect, indemnify, and hold harmless the Utility and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Customer or the Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Customer's generating facility or any related equipment or any facilities owned by the Utility except where such injury, death or damage was caused or contributed to by the fault or negligence of the Utility or its employees, agents, representatives, or contractors.

The liability of the Utility to the Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which the Customer is taking service.

12. The Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. Customer shall, upon request, provide Utility with proof of such insurance at the time that application is made for net metering.

13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Utility does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.

14. A Customer's generating facility is transferable to other persons or service locations only after notification to the Utility has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, customer, or location, the Utility will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, the Utility will notify the Customer in writing and list what must be done to place the facility in compliance.

15. The Customer shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

LEVEL 1
Application for Interconnection and Net Metering

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Submit this Application to:

Utility name and address

If you have questions regarding this Application or its status, contact the Utility at:

Phone #, email

Customer Name: _____ Account Number: _____

Customer Address: _____

Customer Phone No.: _____ Customer E-Mail Address: _____

Project Contact Person: _____

Phone No.: _____ E-mail Address (*Optional*): _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

_____

_____

_____

Energy Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Biogas ☐ Biomass

Inverter Manufacturer and Model #: _____

Inverter Power Rating: _____ Inverter Voltage Rating: _____

Power Rating of Energy Source (*i.e.*, solar panels, wind turbine): _____

Is Battery Storage Used: ☐ No ☐ Yes If Yes, Battery Power Rating: _____

Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of Utility's meter, energy source, ***(optional: Utility accessible disconnect switch)*** and inverter.

Attach single line drawing showing all electrical equipment from the Utility's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date: _____

TERMS AND CONDITIONS:

1. The Utility shall provide Customer net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Customer requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Customer's expense.

2. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on the Customer's system required by the Utility's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient, and reliable operation of the generating facility in parallel with Utility's electric system. Customer shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from the Utility, the Customer shall demonstrate generating facility compliance.

3. The generating facility shall comply with, and the Customer shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) Utility's rules, regulations, and Utility's Service Regulations as contained in Utility's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Customer shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.

4. Any changes or additions to the Utility's system required to accommodate the generating facility shall be considered excess facilities. Customer shall agree to pay Utility for actual costs incurred for all such excess facilities prior to construction.

5. Customer shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics, or otherwise interfere with the operation of Utility's electric system. At all times when the generating facility is being operated in parallel with Utility's electric system, Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service

quality rendered by Utility to any of its other customers or to any electric system interconnected with Utility's electric system. Customer shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Utility's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

6. Customer shall be responsible for protecting, at Customer's sole cost and expense, the generating facility from any condition or disturbance on Utility's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that the Utility shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of the Utility.

7. After initial installation, Utility shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Utility shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the generating facility comply with the requirements of this tariff.

8. For Level 1 generating facilities, where required by the Utility, an eligible Customer shall furnish and install on Customer's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Customer's energy generating equipment from Utility's electric service under the full rated conditions of the Customer's generating facility. The external disconnect switch (EDS) shall be located adjacent to Utility's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Customer shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Utility personnel at all times. The Utility may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under the Utility's safety and operating protocols.

   Any utility requiring the use of an EDS shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

9. Utility shall have the right and authority at Utility's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the generating facility if Utility believes that: (a) continued interconnection and parallel operation of the generating facility with Utility's electric system creates or contributes (or may create or contribute) to a system emergency on either Utility's or Customer's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability or power quality of Utility's electric system; or (c) the generating facility interferes with the operation of Utility's electric system. In non-emergency situations, Utility shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when the Utility is unable to immediately isolate or cause the Customer to isolate only the generating facility, the Utility may isolate the Customer's entire facility.

10. Customer shall agree that, without the prior written permission from Utility, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.

11. The liability of the Customer to the Utility and the Utility to the Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which the Customer is taking service.

OR: (AT UTILITY'S OPTION PER ITS STANDARD TARIFFS and CONDITIONS OF SERVICE)

To the extent permitted by law, the Customer shall protect, indemnify, and hold harmless the Utility and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Customer or the Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating the Customer's generating facility or any related equipment or any facilities owned by the Utility except where such injury, death or damage was caused or contributed to by the fault or negligence of the Utility or its employees, agents, representatives, or contractors.

The liability of the Utility to the Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which the Customer is taking service.

12. The Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for Level 1 generating facilities. Customer shall, upon request, provide Utility with proof of such insurance at the time that application is made for net metering.

13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Utility does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.

14. A Customer's generating facility is transferable to other persons or service locations only after notification to the Utility has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, customer, or location, the Utility will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, the Utility will notify the Customer in writing and list what must be done to place the facility in compliance.

15. The Customer shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

Effective Term and Termination Rights

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Customer may terminate this Agreement at any time by giving the Utility at least sixty (60) days' written notice; (b) Utility may terminate upon failure by the Customer to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of the Utility, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) the Utility may terminate by giving the Customer at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and Utility's Net Metering Tariff.

_____ _____

Customer Signature Date

_____

Title

UTILITY APPROVAL SECTION

When signed below by a Utility representative, Application for Interconnection and Net Metering is approved subject to the provisions contained in this Application and as indicated below.

Utility inspection and witness test: ☐ Required ☐ Waived

If Utility inspection and witness test is required, Customer shall notify the Utility within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with the Utility to occur within 10 business days of completion of the generating facility installation or as otherwise agreed to by the Utility and the Customer. Unless indicated below, the Customer may not operate the generating facility until such inspection and witness test is successfully completed. Additionally, the Customer may not operate the generating facility until all other terms and conditions in the Application have been met.

Call _____to schedule an inspection and witness test.

Pre-Inspection operational testing not to exceed two hours: ☐ Allowed ☐ Not Allowed

If Utility inspection and witness test is waived, operation of the generating facility may begin when installation is complete, and all other terms and conditions in the Application have been met.

Additions, Changes, or Clarifications to Application Information:

☐ None ☐ As specified here: _____

_____

_____

Approved by: _____Date: _____

Printed Name: _____ Title: _____

LEVEL 2
Application For Interconnection And Net Metering

Use this Application form when generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level 1.

Submit this Application (optional: along with an application fee of $100) to:

Utility name and address

If you have questions regarding this Application or its status, contact the Utility at:

Phone #, email

Customer Name: _____ Account Number: _____

Customer Address: _____

Project Contact Person: _____

Phone No.: _____ Email Address (Optional): _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

_____

_____

_____

Total Generating Capacity of Generating Facility: _____

Type of Generator: ☐ Inverter-Based ☐ Synchronous ☐ Induction

Power Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Biogas ☐ Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with the Utility's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.

2. Control drawings for relays and breakers.

3. Site Plans showing the physical location of major equipment.

4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.

5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.

6. A description of how the generator system will be operated including all modes of operation.

7. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X"d).

9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Customer Signature: _____ Date: _____

LEVEL 2
INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (Agreement) is made and entered into this _____day of _____, 20___, by and between _____ (Utility), and _____ (Customer). Utility and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Customer is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with Utility's electric system, which Generating Facility is more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____

Generator Size and Type: _____

NOW, THEREFORE, in consideration thereof, Customer and Utility agree as follows:

Utility agrees to allow Customer to interconnect and operate the Generating Facility in parallel with the Utility's electric system and Customer agrees to abide by Utility's Net Metering Tariff and all the Terms and Conditions listed in this Agreement including any additional conditions listed in Exhibit A.

Terms and Conditions:

To interconnect to the Utility's distribution system, the Customer's generating facility shall comply with the following terms and conditions:

1. The Utility shall provide Customer net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Customer requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Customer's expense.

2. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on the Customer's system required by the Utility's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for

safe, efficient, and reliable operation of the generating facility in parallel with Utility's electric system. Customer shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from the Utility, Customer shall demonstrate generating facility compliance.

3. The generating facility shall comply with, and Customer shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) Utility's rules, regulations, and Utility's Service Regulations as contained in Utility's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Customer shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.

4. Any changes or additions to the Utility's system required to accommodate the generating facility shall be considered excess facilities. Customer shall agree to pay Utility for actual costs incurred for all such excess facilities prior to construction.

5. Customer shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Utility's electric system. At all times when the generating facility is being operated in parallel with Utility's electric system, Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Utility to any of its other customers or to any electric system interconnected with Utility's electric system. Customer shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Utility's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

6. Customer shall be responsible for protecting, at Customer's sole cost and expense, the generating facility from any condition or disturbance on Utility's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that the Utility shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of the Utility.

7. After initial installation, Utility shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Utility shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the generating facility comply with the requirements of this tariff.

8. For Level 2 generating facilities, where required by the Utility, an eligible Customer shall furnish and install on Customer's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Customer's energy generating equipment from Utility's electric service under the full rated conditions of the Customer's generating facility. The external disconnect switch (EDS) shall be located adjacent to Utility's meters or the location of the EDS shall be noted by placing a sticker on the meter and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Customer shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Utility personnel at all times. The Utility may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under the Utility's safety and operating protocols.

   Any utility requiring the use of an EDS shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

9. Utility shall have the right and authority at Utility's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the generating facility if Utility believes that: (a) continued interconnection and parallel operation of the generating facility with Utility's electric system creates or contributes (or may create or contribute) to a system emergency on either Utility's or Customer's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability or power quality of Utility's electric system; or (c) the generating facility interferes with the operation of Utility's electric system. In non-emergency situations, Utility shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where the Utility is unable to immediately isolate

or cause the Customer to isolate only the generating facility, the Utility may isolate the Customer's entire facility.

10. Customer shall agree that, without the prior written permission from Utility, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components not resulting in increases in generating facility capacity is allowed without approval.

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OR: (AT UTILITY'S OPTION PER ITS STANDARD TARIFFS and CONDITIONS OF SERVICE)

To the extent permitted by law, the Customer shall protect, indemnify, and hold harmless the Utility and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Customer or the Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Customer's generating facility or any related equipment or any facilities owned by the Utility except where such injury, death or damage was caused or contributed to by the fault or negligence of the Utility or its employees, agents, representatives, or contractors.

The liability of the Utility to the Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which the Customer is taking service.

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IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

UTILITY	**CUSTOMER**
By:_____	By:_____
_____	_____
Printed Name	Printed Name
Title:_____	Title:_____

Exhibit A

Exhibit A will contain additional detailed information about the Generating Facility such as a single line diagram, relay settings, and a description of operation.

When construction of Utility facilities is required, Exhibit A will also contain a description and associated cost.

Exhibit A will also specify requirements for a Utility inspection and witness test and when limited operation for testing or full operation may begin.

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