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Dianne B. Kuhnell.  
Senior Paralegal

**VIA OVERNIGHT DELIVERY**

April 2, 2009

**RECEIVED**

APR 03 2009

**PUBLIC SERVICE  
COMMISSION**

Mr. Jeff Derouen  
Executive Director  
Kentucky Public Service Commission  
211 Sower Blvd  
Frankfort, KY 40601

Re: Case No. 2008-00169

Dear Mr. Derouen:

Enclosed please find for filing an original and twelve copies of the following documents:

1. Application for Interconnection and Net Metering – Kentucky, Level 1;
2. Interconnection Approval;
3. Interconnection Agreement, Level 2;
4. Rider NM – Net Metering Rider;
5. Rider NM – Net Metering Rider (red-line version);

Please date-stamp the extra two copies of the filing and return to me in the enclosed envelope.

Sincerely,

Dianne B. Kuhnell  
Senior Paralegal

cc: Tom FitzGerald  
Kentucky Resources Counsel

**RIDER NM**  
**NET METERING RIDER**

(N)

**AVAILABILITY**

Net Metering is available to eligible customer-generators in the Company's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of 1% of the Company's single hour peak load in Kentucky during the previous year. If the cumulative generating capacity of net metering systems reaches one percent (1%) of the Company's single hour peak load during the previous year, upon Commission approval, the Company'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 Company 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 Company'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 Company 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**

The Company 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.

The standard kilo-watt-hour metering system shall use one of the following methods, as determined solely by the Company:

- (1) A single standard kilowatt-hour meter capable of measuring the flow of electricity in two (2) directions and registering the net amount in one register.
- (2) A single standard kilowatt-hour meter capable of measuring the flow of electricity in two (2) directions and registering the amount of flow in each direction in two separate registers, one measuring the flow of electricity from the Company to the Customer and the other measuring the flow of electricity from the Customer to the Company.

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**METERING (Cont'd.)**

- (3) If method (1) or (2) is not feasible, two standard kilowatt-hour meters may be used, one measuring the flow of electricity from the Company to the Customer and the other measuring the flow of electricity from the Customer to the Company.

In method (2) or (3), subtracting one register or meter reading from the other register or meter reading will yield the same result as if method (1) were used.

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

**BILLING**

The measurement of net electricity supplied by the Company and delivered to the Company shall be calculated in the following manner. The Company shall measure the difference between the amount of electricity delivered by the Company to the Customer and the amount of electricity generated by the Customer and delivered to the Company during the billing period, in accordance with one of the methods listed under "METERING". If the kWh delivered by the Company to the Customer exceeds the kWh delivered by the Customer to the Company during the billing period, the Customer shall be billed for the kWh difference. If the kWh generated by the Customer and delivered to the Company exceeds the kWh supplied by the Company to the Customer during the billing period, the Customer shall be credited in the next billing cycle for the kWh difference. Any unused credit when the Customer closes his account will be granted to the Company.

Bill charges and credits will be in accordance with the same standard tariff that would apply if the Customer were not a customer-generator. If time-of-use metering is used, the electricity fed back to the electric grid by the Customer shall be net-metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-use billing agreement currently in place.

Net metering credits are not transferable between customers or locations.

**APPLICATION AND APPROVAL PROCESS**

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

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

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

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

Application forms along with instructions on how to submit an application are available on the Company's website.

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## 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 Company 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<sup>1</sup>.
- (7) The Company 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 Company on its own system will be required to accommodate the generating facility

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<sup>1</sup>Area and spot networks are systems where 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 the transformers are all in one location. An area network typically serves multiple customers with secondary conductors covering multiple city blocks and with transformers at various locations.

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### **LEVEL 1 (Cont'd)**

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

The Company 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 Company 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.

The Customer shall be notified whether the application is approved in writing. The approval will be conditioned upon successful completion of an initial installation inspection and witness test if required by the Company. The Company's written approval will indicate if an inspection and witness test are required. If an inspection and witness test are required, the Customer shall notify the Company within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with the Company to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by the Company and the Customer. If an inspection and witness test is required, the Customer may not operate the generating facility (except for operational testing not to exceed two hours) until successful completion of such inspection and witness test. If the installation fails the inspection or witness test due to non-compliance with any provision in the Application and Company approval, the Customer shall not operate the generating facility until any and all non-compliance is corrected and re-inspected by the Company.

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

### **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 Company will approve the Level 2 application if the generating facility meets the Company's technical interconnection requirements, which are based on IEEE 1547. The Company's technical interconnection requirements are available on the Company's website or upon request.

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**LEVEL 2 (Cont'd.)**

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

1. The application is approved and the Company will provide the Customer with an Interconnection Agreement to sign.
2. If construction or other changes to the Company's distribution system are required, the cost will be the responsibility of the Customer. The Company will give notice to the Customer and offer to meet to discuss estimated costs and construction timeframe. Should Customer agree to pay for costs and proceed, Company will provide the Customer with an Interconnection Agreement to sign within a reasonable time.
3. The application is denied. The Company will supply the Customer with reasons for denial and offer to meet to discuss possible changes that would result in Company approval. Customer may resubmit application with changes.

If application lacks complete information, Company shall notify 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 Company'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 description of operation.

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

**APPLICATION, INSPECTION AND PROCESSING FEES**

No application fees or other review, study, or inspection fees are charged by the Company for Level 1 or Level 2 applications.

**TERMS AND CONDITIONS FOR INTERCONNECTION**

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

1. The Company 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.

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**TERMS AND CONDITIONS FOR INTERCONNECTION (Cont'd.)**

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 Company'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 Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from the Company, 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 IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Company's rules, regulations, and Company's Service Regulations as contained in Company'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 Company's system required to accommodate the generating facility shall be considered excess facilities. Customer shall agree to pay Company 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 Company's electric system. At all times when the generating facility is being operated in parallel with Company'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 Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Company'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 Company'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 Company 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 Company.

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Effective: \_\_\_\_\_

**TERMS AND CONDITIONS FOR INTERCONNECTION (Cont'd.)**

7. After initial installation, Company 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, Company 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 inverter based systems that are certified by a nationally recognized testing laboratory to meet the requirements of UL 1741, the Company does not require a Customer owned external disconnect switch (EDS). For other generating facility types, an isolation device that satisfies the Company's technical interconnection requirements must be included. Where required by the Company, 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 Company's electric service under the full rated conditions of the Customer's generating facility. The EDS shall be located adjacent to Company'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 Company personnel at all times.
9. Company shall have the right and authority at Company's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the generating facility if Company believes that: (a) continued interconnection and parallel operation of the generating facility with Company's electric system creates or contributes (or may create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the generating facility is not in compliance with the requirements of this Tariff, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the generating facility interferes with the operation of Company's electric system. In non-emergency situations, Company 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 Company is unable to immediately isolate or cause the Customer to isolate only the generating facility, the Company may isolate the Customer's entire facility.
10. Customer shall agree that, without the prior written permission from Company, 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.

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Issued: \_\_\_\_\_

Issued by Julie Janson, President.

Effective: \_\_\_\_\_



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**TERMS AND CONDITIONS FOR INTERCONNECTION (Cont'd.)**

11. To the extent permitted by law, the Customer shall protect, indemnify and hold harmless the Company 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 Company except where such injury, death or damage was caused or contributed to by the fault or negligence of the Company or its employees, agents, representatives or contractors.

The liability of the Company 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 Company 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, Company 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 Company 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 Company 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 Company 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.

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Issued: \_\_\_\_\_

Issued by Julie Janson, President.

Effective: \_\_\_\_\_

RIDER NM  
NET METERING RIDER

**Deleted: AVAILABILITY¶**  
Net Metering is provided upon request and on a first-come, first-served basis. Net Metering is available to customers with a capacity of 15 kW or less. At its sole discretion, Company may provide Net Metering to other customers on a case-by-case basis. The total nameplate rating of all customer-generators under net metering is limited to one-percent (1%) of the Company's total peak system load.

**Deleted: DEFINITION¶**  
"Net Metering" means measuring the difference in an applicable billing period between the amount of electricity supplied by the Company to a customer who generates electricity and the amount of electricity generated by such customer-generator that is delivered to Company. ¶

**Deleted: BILLING¶**  
The measurement of net electricity supplied by the Company and delivered to the Company shall be calculated in the following manner: The Company shall measure the difference between the amount of electricity delivered by the Company to the customer and the amount of electricity generated by the customer and delivered to the Company during the billing period, in accordance with normal metering practices and using a bi-directional meter where feasible. If the kWh delivered by the Company to the customer exceeds the kWh delivered by the customer to the Company during the billing period, the customer shall be billed for the kWh difference. If the kWh generated by the customer and delivered to the Company exceeds the kWh supplied by the Company to the customer during the billing period, the customer shall be credited in the next billing cycle for the kWh difference. Any unused credit when the customer closes his account will be granted to the Company. ¶

¶ Bill charges and credits will be in accordance with the same standard tariff that would apply if the customer were not a customer-generator. If time-of-use metering is used, the electricity fed back to the elect... [1]

Issued by authority of an Order of the Kentucky Public Service Commission in accordance with Order dated December 21, 2006 in Case No. 2006-00172.

Issued December 22, 2006

Issued by Sandra P. Meyer, President

Effective: January 2, 2007

TERMS AND CONDITIONS (Contd.)

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▼  
▼  
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**Deleted:** The customer's generation must be intended primarily to offset part or all of the customer's requirements for electricity; and¶ The name plate rating of the customer's generator must not exceed 15 kW;¶ The customer must sign an interconnection agreement with the Company, a sample of which is included with this tariff schedule as Appendix A.

**Deleted:** A participating customer will install, at the customer's expense, all control and protective equipment required to ensure safe and reliable interconnection with the Company's electrical system. The Company shall at all times have immediate access to the customer's metering, control and protective equipment. The net metering system used by a customer-generator shall meet all applicable safety and performance standards established by the National Electrical Code, the American National Standards Institute, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories, Inc. A customer's electric generating equipment that meets the requirements of this tariff can be transferred to another o ... [2]

**Deleted:** The customer-generator must provide a voltage wave shape that is a 60 Hertz sine wave that is clear, free from distortion, readable and otherwise compatible with the Company's equipment. The voltage amplitude must be compatible with the service voltage delivered by the Company. Any characteristic c ... [3]

**Deleted:** The customer shall agree to release, indemnify, and hold harmless the Company from any and all claims for injury to persons or damage to property due to or in any way connected with the operation of the customer's said generators ¶ The supplying of, and billing f ... [4]

Issued by authority of an Order of the Kentucky Public Service Commission in accordance with Order dated December 21, 2006 in Case No. 2006-00172.

Issued: December 22, 2006

Issued by Sandra P. Meyer, President

Effective: January 2, 2007

**Deleted: INTERCONNECTION AGREEMENT**  
**FOR INTERCONNECTION AND PARALLEL OPERATION OF PHOTOVOLTAIC EQUIPMENT 15 KW OR SMALLER**

This Interconnection Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between DUKE ENERGY KENTUCKY ("Company"), and \_\_\_\_\_ ("Customer").

Customer is installing or has installed photovoltaic equipment including an inverter used to interconnect and operate in parallel with the Company's system, and described as follows:

Location: \_\_\_\_\_

Inverter Power Rating: \_\_\_\_\_

Inverter Manufacturer and Model Number: \_\_\_\_\_

Description of electrical installation of inverter and associated electrical equipment:  
<sp>  
As shown on a single line diagram attached as "Exhibit A"  
Or  
<sp> Described as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requirement for Customer owned utility-interface disconnect switch:  
<sp>  
Not required  
<sp>  
Required. Must be in a location immediately accessible to Company at all times.  
Customer agrees that the installation has been designe... [5]

**BILLING**

The measurement of net electricity supplied by the Company and delivered to the Company shall be calculated in the following manner. The Company shall measure the difference between the amount of electricity delivered by the Company to the customer and the amount of electricity generated by the customer and delivered to the Company during the billing period, in accordance with normal metering practices and using a bi-directional meter where feasible. If the kWh delivered by the Company to the customer exceeds the kWh delivered by the customer to the Company during the billing period, the customer shall be billed for the kWh difference. If the kWh generated by the customer and delivered to the Company exceeds the kWh supplied by the Company to the customer during the billing period, the customer shall be credited in the next billing cycle for the kWh difference. Any unused credit when the customer closes his account will be granted to the Company.

Bill charges and credits will be in accordance with the same standard tariff that would apply if the customer were not a customer-generator. If time-of-use metering is used, the electricity fed back to the electric grid by the customer shall be net-metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-use billing agreement currently in place.

**METERING:**

The customer agrees to allow the Company to install, at the customer's expense, a single, bi-directional meter, for billing purposes, between the Company's system and the customer. If any additional meter, meters or distribution upgrades are needed to monitor the flow in each direction, including metering for time-of-use, this equipment shall be installed at the customer's expense.

**TERMS AND CONDITIONS**

In order to be eligible for Net Metering, the customer's generator must meet the following requirements:

- a. Use solar power;
- b. The generation equipment must be located on the customer's premises and owned by the customer;
- c. The generator must operate in parallel with the Company's distribution facilities;

A participating customer will install, at the customer's expense, all control and protective equipment required to ensure safe and reliable interconnection with the Company's electrical system. The Company shall at all times have immediate access to the customer's metering, control and protective equipment. The net metering system used by a customer-generator shall meet all applicable safety and performance standards established by the National Electrical Code, the American National Standards Institute, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories, Inc. A customer's electric generating equipment that meets the requirements of this tariff can be transferred to another owner or installed at another location, provided that the customer notifies the Company and the Company verifies that the new location meets the tariff requirements.

The customer shall reimburse the Company for all interconnection costs that the Company reasonably incurs.

The customer-generator must provide a voltage wave shape that is a 60 Hertz sine wave that is clear, free from distortion, readable and otherwise compatible with the Company's equipment. The voltage amplitude must be compatible with the service voltage delivered by the Company. Any characteristic of the customer-generator that degrades the quality of

service provided to other Company customers will not be permitted.

The customer agrees that the Company shall not be liable for any damage to, or breakdown of, the customer's equipment operated in parallel with the Company's electric system.

Page 2: [4] Deleted

Selm, Patty A

3/17/2009 9:55:00 AM

The customer shall agree to release, indemnify, and hold harmless the Company from any and all claims for injury to persons or damage to property due to or in any way connected with the operation of the customer's said generators.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission and the Company's General Terms and Conditions, as filed with the Kentucky Public Service Commission.

Page 3: [5] Deleted

Selm, Patty A

3/17/2009 9:55:00 AM

## INTERCONNECTION AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF PHOTOVOLTAIC EQUIPMENT 15 KW OR SMALLER

This Interconnection Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between DUKE ENERGY KENTUCKY ("Company"), and \_\_\_\_\_ ("Customer").

Customer is installing or has installed photovoltaic equipment including an inverter used to interconnect and operate in parallel with the Company's system, and described as follows:

Location: \_\_\_\_\_

Inverter Power Rating: \_\_\_\_\_

Inverter Manufacturer and Model Number: \_\_\_\_\_

Description of electrical installation of inverter and associated electrical equipment:

is shown on a single line diagram attached as "Exhibit A"

Or

Described as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requirement for Customer owned utility-interface disconnect switch:

Not required

Required. Must be in a location immediately accessible to Company at all times.

Customer agrees that the installation has been designed and installed to meet the requirements of IEEE Standard 1547-2003, "Standard for Interconnecting Distributed Resources with Electric Power Systems" and all applicable requirements of the National Electrical Code and local building codes.

Customer agrees that the inverter has been certified by Underwriters Laboratories (UL) as having satisfied the testing requirements of UL Standard 1741, "Standard for Inverters, Converters, and Controllers for Use in Independent Power Systems."

Company agrees to allow Customer to interconnect the inverter and operate it in parallel with the Company's system.

Customer's use of the inverter and associated electrical equipment is subject to the Company's ELECTRIC SERVICE REGULATIONS.

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

DUKE ENERGY KENTUCKY

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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



## Level 1

### Application for Interconnection and Net Metering - Kentucky

*Use this application form only for a 30 kW or smaller generation facility in Kentucky that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.*

Submit a signed copy of this Application (including all required attachments) by mail, email, or FAX to:

Duke Energy Kentucky  
Attn: Nancy Connelly – EM661  
139 East Fourth St.  
Cincinnati, OH 45202  
FAX: 513-287-2698  
EMAIL: nancy.connelly@duke-energy.com

Contact person listed is subject to change. Please visit our website for up-to-date information at <http://www.duke-energy.com/kentucky/customer-owned-generation.asp>

If you have questions regarding this Application or its status, contact Nancy Connelly by email or phone at 513-287-4165.

#### **APPLICANT INFORMATION – Use name as it appears on Duke Energy bill**

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Customer Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_ E-Mail Address(Optional): \_\_\_\_\_

Project Contact Person (If different than above): \_\_\_\_\_

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:

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

#### **GENERATING FACILITY INFORMATION**

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Energy Source:  Solar  Wind  Hydro  Biogas  Biomass

Inverter Manufacturer, Model # & Quantity: \_\_\_\_\_

Total 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: \_\_\_\_\_

Expected Start-up Date: \_\_\_\_\_



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 the energy source, inverter, and Duke Energy's meter.

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

## TERMS AND CONDITIONS

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Any Customer operating a generating device in parallel with the Company's system shall comply with the following Terms and Conditions. The term "Company" refers to Duke Energy Kentucky.

1. The Company 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 Company'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 Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from the Company, 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 IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the (NEC) as may be revised from time to time; (c) Company's rules, regulations, and Company's Service Regulations as contained in Company'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; (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 Company's system required to accommodate the generating facility shall be considered excess facilities. Customer shall agree to pay Company 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 Company's electric system. At all times when the generating facility is being operated in parallel with Company'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 Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Company'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 Company'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 Company 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 Company.
7. After initial installation, Company shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Company 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 the Company's Net Metering Tariff.
8. For inverter based systems that are certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 and qualify for a Level 1 application, the Company does not require a Customer owned external disconnect switch.
9. Company shall have the right and authority at Company's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the generating facility if Company believes that: (a) continued interconnection and parallel operation of the generating facility with Company's electric system creates or contributes (or may create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the generating facility is not in compliance with

the requirements of the Company's Net Metering Tariff, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system, or (c) the generating facility interferes with the operation of Company's electric system. In non-emergency situations, Company 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 Company is unable to immediately isolate or cause the Customer to isolate only the generating facility, the Company may isolate the Customer's entire facility.

10. Customer shall agree that, without the prior written permission from Company, 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. To the extent permitted by law, the Customer shall protect, indemnify and hold harmless the Company 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 Company except where such injury, death or damage was caused or contributed to by the fault or negligence of the Company or its employees, agents, representatives or contractors.

The liability of the Company 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 Company 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, Company 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 Company has been made and verification that the installation is in compliance with the Company's Net Metering Tariff. Upon written notification that an approved generating facility is being transferred to another person, customer or location, the Company will verify that the installation is in compliance with the Company's Net Metering Tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with the Company's Net Metering Tariff, the Company 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 (the application is signed by the Customer and written approval is given by the Company) 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 Company at least sixty (60) days' written notice; (b) Company 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 Company, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) the company 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.

#### CUSTOMER SIGNATURE

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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 Special Terms and Conditions included in this "Application for Interconnection and Net Metering" and the Company's Rider NM – Net Metering.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



# Interconnection Approval

Date

Customer name  
Street address  
City, State, Zip

Dear (customer name):

Your *Level 1 Application for Interconnection and Net Metering* dated (xxxx) for (describe generating system) located at (address) has been approved by Duke Energy subject to the provisions contained in the *Level 1 Application for Interconnection and Net Metering* and as indicated below.

**Duke Energy inspection and witness test:**  Required  Waived

If a Duke Energy inspection and witness test is required, Customer shall notify Duke Energy within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Duke Energy to occur within 10 business days of completion of the generation facility installation or as otherwise agreed to by Duke Energy and the Customer. The Customer may not operate the generation facility (except for operational testing not to exceed two hours) until such inspection and witness test is successfully completed and all other terms and conditions in the Application have been met. Call \_\_\_\_\_ to schedule an inspection and witness test.

If a Duke Energy inspection and witness test is waived, operation of the generation 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:** (Duke Representative)  
(Title)  
(phone)  
(email)



## Level 2

### Application for Interconnection and Net Metering - Kentucky

Use this application form when generation facility is in Kentucky and is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Submit a signed copy of this Application (including all required attachments) by mail, email, or FAX to:

Duke Energy Kentucky  
Attn: Nancy Connelly – EM661  
139 East Fourth St.  
Cincinnati, OH 45202  
FAX: 513-287-2698  
EMAIL: nancy.connelly@duke-energy.com

Contact person listed is subject to change. Please visit our website for up-to-date information at <http://www.duke-energy.com/kentucky/customer-owned-generation.asp>

If you have questions regarding this Application or its status, contact Nancy Connelly by email or phone at 513-287-4165.

#### APPLICANT INFORMATION – Use name as it appears on Duke Energy bill

Customer Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_ E-Mail Address(Optional): \_\_\_\_\_

Project Contact Person (If different than above): \_\_\_\_\_

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:

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

#### GENERATING FACILITY INFORMATION

Type of Generator:  Inverter-Based  Synchronous  Induction

Power Source:  Solar  Wind  Hydro  Biogas  Biomass

Total Generating Capacity of Generating Facility: \_\_\_\_\_

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 Company'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 ( $X_d$ ,  $X'_d$ , &  $X''_d$ ).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

**CUSTOMER SIGNATURE**

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\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date

LEVEL 2  
INTERCONNECTION AGREEMENT

**THIS INTERCONNECTION AGREEMENT** (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Duke Energy Kentucky (Company), and \_\_\_\_\_ (Customer). Company 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 Company'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 Company agree as follows:

Company agrees to allow Customer to interconnect and operate the Generating Facility in parallel with the Company's electric system and Customer agrees to abide by Company'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 Company's distribution system, the Customer's generating facility shall comply with the following terms and conditions:

1. The Company 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 Company'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 Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from the Company, 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) Company's rules, regulations, and Company's Service Regulations as contained in Company'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 Company's system required to accommodate the generating facility shall be considered excess facilities. Customer shall agree to pay Company 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 Company's electric system. At all times when the generating facility is being operated in parallel with Company'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 Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Company'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 Company'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 Company 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 Company.
7. After initial installation, Company shall have the right to inspect and/or witness commissioning tests, as specified in Exhibit A of this Agreement. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Company 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 the Company's Net Metering Tariff and this Agreement.
8. For Level 2 generating facilities, where required by the Company, 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 Company's electric service under the full rated conditions of the Customer's generating facility. The external disconnect switch (EDS) shall be located adjacent to Company'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 Company personnel at all times. The Company may waive the requirement for an external disconnect switch 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 Company's safety and operating protocols.
9. Company shall have the right and authority at Company's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the generating facility if Company believes that: (a) continued interconnection and parallel operation of

the generating facility with Company's electric system creates or contributes (or may create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the generating facility is not in compliance with the requirements of the Company's Net Metering Tariff and this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the generating facility interferes with the operation of Company's electric system. In non-emergency situations, Company 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 Company is unable to immediately isolate or cause the Customer to isolate only the generating facility, the Company may isolate the Customer's entire facility.

10. Customer shall agree that, without the prior written permission from Company, 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.
11. To the extent permitted by law, the Customer shall protect, indemnify and hold harmless the Company 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 Company except where such injury, death or damage was caused or contributed to by the fault or negligence of the Company or its employees, agents, representatives or contractors.  
  
The liability of the Company 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). Customer shall provide Company 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, Company 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 Company has been made and verification that the installation is in compliance with the Company's Net Metering Tariff and this Agreement. Upon written notification that an approved generating facility is being transferred to another person, customer or location, the Company will verify that the installation is in compliance with the Company's Net Metering Tariff and this Agreement and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with the Company's Net Metering Tariff and this Agreement, the Company 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 Company at least sixty (60) days' written notice; (b) Company 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 Company, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) the Company 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

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

**COMPANY**

**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 Company facilities is required, Exhibit A will also contain a description and associated cost.

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