

APPENDIX E — WV INTERCONNECTION AGREEMENT (LEVEL 1)

This Agreement is made and entered into this _____ day of _____ by and between _____, a _____, organized and existing under the laws of the State of _____, ("Interconnection Customer,") and _____, a _____, existing under the laws of the State of _____, ("Utility"). Interconnection Customer and Utility each may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, Interconnection Customer is proposing to develop a Small Generator Facility, or generating capacity addition to an existing Small Generator Facility, consistent with the Interconnection Request completed by Interconnection Customer on _____; and

Whereas, Interconnection Customer desires to interconnect the Small Generator Facility with Utility's Electric Distribution System.

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

- 1) Construction of the Small Generator Facility. The Interconnection Customer may proceed to construct (including operational testing not to exceed 2 hours) the Small Generator Facility once conditional approval to interconnect a Small Generator Facility has been provided by the Utility.
- 2) Final Interconnection and Operation. The Interconnection Customer may operate the Small Generator Facility and interconnect with the Utility's Electric Distribution System once all of the following have occurred:
 - a) Electrical Inspection: Upon completing construction, the Interconnection Customer will cause the Small Generator Facility to be inspected by the local electrical wiring inspector with jurisdiction.
 - b) Certificate of Completion: The Interconnecting Customer returns the Certificate of Completion to the Utility at address noted.
 - c) Utility has either waived the right to a Witness Test in the Interconnection Request, or completed its Witness Test as per the following:
 - i) Utility Right of Inspection. Within ten business days after receipt of the Certificate of Completion, the Utility may, upon reasonable notice and at a mutually convenient time, conduct a Witness Test of the Small Generator Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes.

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ii) If the Utility does not perform the Witness Test within ten business Days or by mutual agreement of the Parties, the Witness Test is deemed waived.

d) Suitable Utility metering equipment required under applicable tariffs must be installed and tested in accordance with applicable ANSI standards.

3) Periodic Testing. All interconnection-related protective functions and associated batteries shall be periodically tested at intervals specified by the manufacturer, system integrator, or authority having jurisdiction over the DR interconnection. Periodic test reports or a log for inspection shall be maintained in accordance with the provisions of IEEE 1547.

4) Access. The Utility shall have access to the disconnect switch and metering equipment of the Small Generator Facility at all times. The Utility shall provide reasonable notice to the customer when possible prior to using its right of access.

5) Disconnection. The Utility may temporarily disconnect the Small Generator Facility upon the following conditions:

a) For scheduled outages upon reasonable notice

b) For unscheduled outages or emergency conditions

c) If the Small Generating Small Generator Facility does not operate in the manner consistent with this Agreement

d) The Utility has the right to disconnect the Small Generator Facility in the event of improper installation or failure to pass the Witness Test.

e) The Interconnection Equipment used by the Small Generator Facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved and the Utility shows that the Interconnection Equipment has the potential to cause a safety, reliability or a power quality problem.

6) Termination. This Agreement may be terminated under the following conditions:

a) By Interconnection Customer. The Interconnection Customer may terminate this Agreement by providing written notice to the Utility.

b) By the Utility. The Utility may terminate this Agreement (1) if the Small Generator Facility fails to operate for any consecutive 12-month period, or (2) the Customer fails to remedy a violation of terms of this Agreement.

7) Permanent Disconnection. In the event the agreement is terminated, the Utility shall have the right to disconnect its facilities or direct the customer to disconnect its Small Generator Facility.

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8) Disputes. Each Party agrees to attempt to resolve all disputes regarding the provisions of the interconnection procedures promptly, equitably and in a good faith manner

9) Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of West Virginia, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

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

11) Assignment/Transfer of Ownership of the Small Generator Facility: This Agreement shall survive the transfer of ownership of the Small Generator Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Utility.

12) Insurance. The Interconnection Customer with a Small Generator Facility with an Electric Nameplate Capacity of 25kW or less shall be required to maintain general liability insurance in the amount of one hundred thousand dollars (\$100,000) under the terms of this Agreement.

13) Notice. Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer:

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

If to Utility:

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

For Utility:

Name: _____

Title: _____

Date: _____

For the Interconnection Customer:

Name: _____

Title: _____

Date: _____