



**CLEVELAND PUBLIC POWER (CPP)
Interconnection Application /Agreement
Terms and Conditions for Interconnection
Certified Inverter-based Units of 10 kW and under and above 10 kW**

1. Construction of the Customer-Generator Facility. The Customer-Generator may proceed to construct (including operational testing not to exceed 2 hours) the Customer-Generator Facility once the approval to install the Customer-Generator Facility has been received from CPP. The Customer-Generator Facility shall be constructed in accordance with information provided in Part 1 of the Interconnection Application/Agreement and with IEEE 1547.

2. Interconnection and Operation. The Customer-Generator may interconnect and operate the Customer-Generator Facility with CPP's system once all of the following have occurred:

2.1 Electrical Inspection: Upon completing construction, the Customer-Generator will have the Customer-Generator Facility inspected or otherwise certified by the local electrical wiring inspection authority having jurisdiction, that the facility meets the requirements of the National Electric Code.

2.2 Certification of Completion: The Applicant shall provide CPP with a completed copy of the Certification of Completion, including evidence of the electrical inspection by the local authority having jurisdiction. The evidence of completion of the electrical inspection may be provided on inspection forms used by local inspecting authorities.

2.3 Inspection: CPP has either completed its inspection or waived the right to inspection in the Application/Agreement as follows:

2.3.1. CPP Right of Inspection: After receipt of the Certification of Approval, CPP will, upon reasonable notice (minimum of 10-day notice as noted in 2.3.2 below) and at a mutually convenient time, conduct an inspection of the Customer-Generator Facility and observe a Witness Test to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with its requirements.

2.3.2. Witness Test: For Level 1 review projects only, if CPP does not inspect the installation within 10 business days after the minimum notice period of 10 business days, or by mutual agreement of the Parties, the Witness Test is deemed waived.

2.4 Metering: Revenue quality metering equipment shall be installed and tested by CPP. (Note: CPP may allow interconnected operations prior to the meter installation.)

2.5 Acceptance: CPP's representative has signed Part 2, the Certificate of Completion, approving the facility for energization.

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 that has jurisdiction over the Customer-Generator Facility interconnection. Periodic test reports or a log for inspection shall be maintained.

4. Safe Operations and Maintenance. The Customer-Generator shall be fully responsible to operate, maintain, and repair the Customer-Generator Facility as required to ensure that the Customer-Generator Facility complies at all times with the interconnection standards it has been certified to meet.

5. Access. CPP shall have access to the metering equipment and the disconnecting means of the Customer-Generator Facility at all times. CPP shall provide reasonable notice to the Customer-Generator, when possible, prior to using its rights of access. In an emergency or outage situation, where there is no access to an AC disconnecting means such as a switch or breaker, CPP may disconnect the service to the premise.

6. Exterior AC Disconnection Switch/Isolation Device.

Small generator facilities shall be capable of being isolated from CPP by means of a lockable, visible-break isolation device accessible by CPP. The isolation device shall be installed, owned and maintained by the owner of the small generation facility and located between the small generation facility and the point of interconnection. A draw-out type circuit breaker with a provision for padlocking at the draw-out position can be considered as isolation device for purposes of this requirement. An interconnection customer may elect to provide CPP access to an isolation device that is contained in a building or area that may be unoccupied and locked or not otherwise readily accessible to CPP, by installing a lockbox that shall provide ready access to the isolation device. The interconnection customer shall install the lockbox in a location that is readily accessible by CPP and the interconnection customer shall permit CPP to affix a placard in a location of its choosing that provides clear instructions to CPP operating personnel on access to the isolation device. The interconnection customer, at its option, may provide and install both the lockbox & placard.

7. Operations/Disconnection. CPP may temporarily disconnect the Customer-Generator Facility upon occurrence of the following conditions:

7.1 For scheduled outages upon reasonable notice.

7.2 For unscheduled outages or emergency conditions.

7.3 If CPP determines that the Customer-Generator Facility does not operate in a manner consistent with this Application/Agreement.

7.4 If CPP determines that continued operation of the Customer-Generator Facility is a safety hazard to CPP's personnel or to the general public.

7.5 In the event the interconnection equipment used by the Customer-Generator

Facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved and CPP ascertains that the continued operation has the potential to cause a safety, reliability or a power quality problem.

8. Indemnifications. The Parties shall at all time indemnify, defend, and save the other Party harmless from, and any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property , demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under these terms and conditions on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

9. Limitations of Liability. Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of these terms and conditions, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

10. Termination. This Application/Agreement may be terminated under the following conditions:

10.1 By Customer-Generator: The Customer-Generator may terminate this Application/Agreement by providing written notice to CPP.

10.2 By CPP: CPP may terminate this Application/Agreement if the Customer-Generator fails to remedy a violation of terms of this Application/Agreement upon written notice and a reasonable opportunity to cure.

11. Permanent Disconnection. In the event the Application/Agreement is terminated, CPP shall have the right to disconnect its facilities or direct the Customer-Generator to disconnect its Customer-Generator Facility.

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

13. Assignment/Transfer of Ownership to the Customer-Generator Facility: This Application/Agreement shall survive the transfer of ownership of the Customer-Generator Facility to a new owner unless the new owner terminates this Application/Agreement and so notifies CPP in writing. CPP will be responsible for contacting the new customer to execute a new Application/Agreement or assignment agreement, in order for the new owner to be treated as a Net Metering customer.



INTERCONNECTION APPLICATION/AGREEMENT

PART 1

(Application & Conditional Agreement – to be filled out prior to installation)

Certified Inverter-based Units: (Please mark one)

_____ 10 kW and under _____ OVER 10 kW

CUSTOMER GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person (If other than above): _____
Mailing Address (If other than above): _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ Email Address: _____

Alternate Contact Information (if different from Customer-Generator above)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person (If other than above): _____
Mailing Address (If other than above): _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ Email Address: _____

The Customer-Generator Facility's Information:

Application Type: New/Revision to Exist. Application/Incremental Addition to Exist.
Generation Facility Address: _____
City: _____ State: _____ Zip Code: _____
Nearest Crossing Street: _____
CPP Account #: _____ CPP Meter #: _____
Service Voltage: _____ V(AC); Service Rating: _____ Amps (AC)
Current Annual Energy Consumption: _____ kWh
Estimated Gross Annual Energy Production: _____ kWh
Inverter Type: _____
Manufacturer: _____
Estimated In-service Date: _____
Number of Inverters: _____ Model Number of Inverter: _____

Inverter Rating: _____ kW (AC) Ampere Rating: _____ Number of Phases: _____
Voltage Rating: _____ V(AC) DC Source Rating: _____ kW (DC)
Nominal DC Voltage: _____ V(DC), Power Factor: _____ %, Frequency: _____ Hz
Evidence of IEEE 1547/UL1741 Test Certification is attached (Required): _____ No _____ Yes
Is there a Utility Accessible Disconnect or Lock Box (Required): _____ No _____ Yes
Is there a One-line Diagram Attached (Required): _____ No _____ Yes
Is there a Site Plan Attached (Required): _____ No _____ Yes
Do you plan to export power? _____ No _____ Yes
If Yes, Estimated Monthly Maximum: _____ kW (AC)

Equipment Installation Contractor: (Indicate by owner if applicable)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person (if other than Above): _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor: (if applicable)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person (if other than Above): _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Customer-Generator Insurance Disclosure:

The attached Terms and Conditions contain provisions related to Liability, and indemnification and should be carefully considered by the Customer-Generator. The Customer-Generator is not required to obtain liability insurance coverage as part of this Application/Agreement; however, the Customer-Generator is advised to consider obtaining appropriate coverage.

Customer-Generator Signature:

I hereby certify that: 1) I have read and understand the Terms and Conditions which are attached hereto by reference and are made a part of the Application/Agreement. 2) The Equipment Installation Contractor is acting on behalf of the Customer-Generator and CPP is authorized to act in reliance upon the Equipment Installation Contractor's relationship with the Customer-Generator. 3) The Applicant shall notify CPP of any changes to the proposed Customer-Generator Facility that would be subject to the criteria for a Level 1 Review (e.g., Equipment Installation Contractor, inverter manufacturer/model number, size, etc.) 4) Once an Interconnection Request is deemed complete, any modification to the proposed Customer-Generator Facility that would affect the application review criteria for a Level 1 review that is not agreed to in writing by CPP shall require submission of a new Interconnection Request. 5) To the best of my knowledge, all of the information provided in this Application/Agreement is

true and I agree to abide by the attached Terms and Conditions for Interconnection, including the application process set forth therein.

Customer-Generator Signature: _____ Date: _____

Printed Name: _____ Title: _____

CUSTOMER GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Conditional Approval to Interconnect Customer-Generator Facility (for Use by (CPP) Only)

The requested information is complete and interconnection of the Customer-Generator Facility is approved contingent upon the Terms and Conditions of this Agreement, the return of a duly executed Certification of Completion, verification of electrical inspection, successful witness test or CPP waiver thereof and upon signature and return of this Part 1 or by notification by electronic mail or other means acceptable to CPP.

Date: _____

Assistant Commissioner of CPP Engineering (or Designee)

Printed Name: Bernie D. Jackson _____

Date: _____

Commissioner of Cleveland Public Power

Printed Name: Richard D. Barton _____



INTERCONNECTION APPLICATION/FINAL AGREEMENT

PART 2

(Final Agreement – to be filled out after installation)

Certified Inverter-based Units: (please mark one)

_____ 10 kW and under _____ OVER 10 kW

Certification of Completion

Customer Generator Information

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than above): _____

Mailing Address (If other than above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ Email Address: _____

The Customer-Generator Facility's Information:

Facility Address: _____

City: _____ State: _____ Zip Code: _____

Nearest Crossing Street: _____

CPP Account #: _____ CPP Meter #: _____

Current Annual Energy Consumption: _____ kWh

Inverter Type: _____ Energy Source: _____

Number of Inverters: _____ Inverter Manufacturer: _____

Model Number of Inverter: _____ Inverter Rating: _____ kW (AC)

(Attach additional sheets as necessary in the event of multiple units of various types/sizes)

Equipment Installation Contractor: _____ Check if owner-installed: (____)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (if other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

The undersigned asserts that the Equipment has been installed in accordance with Part 1 of the

Interconnection Application/Agreement as well as all applicable codes and regulations.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

Electrical Contractor: (if Different from Equipment Installation Contractor)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

The undersigned asserts the Equipment has been installed in accordance with Part 1 of the Interconnection Application/Agreement and all applicable codes and regulations.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

Electrical Inspection (see note 1):

The system has been installed and inspected in compliance with the provisions of the National Electrical Code and other applicable codes and standards as well as the local Building/Electrical Code of: _____

(Appropriate Governmental Authority)

By: _____ Date: _____

Printed Name: _____ Title: _____

Customer –Generator Signature (see note 2):

The Customer-Generator Facility is complete and ready for interconnected operation in accordance with all of the provisions of the Interconnection Application/Agreement. The Customer-Generator acknowledges that it shall **not** operate the Facility until receipt of Final Acceptance (below), or as otherwise provided for by regulation.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

Final Acceptance to Interconnect Customer-Generator Facility (for Use by CPP Only)

The requirements for interconnection are complete and interconnection of the Customer-Generator Facility is accepted upon signature and return of this Certification of Completion or by notification by electronic mail or other means acceptable to CPP.

CUSTOMER GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

CPP waives Witness Test? Yes (___) No (___)

Engineer's Signature: _____

If no, Successful Witness Test Date: _____ Passed: **(Initial)** Yes (____) No (____)

Date: _____

CPP Engineering Designee

Printed Name: Bernie D. Jackson

Date: _____

Commissioner of Cleveland Public Power (or Designee)

Printed Name: Richard D. Barton

Note 1: Completion of local inspections may be designated on Inspection forms used by local inspecting authorities.

Note 2: As a condition of Interconnection operation, you are required to send/fax/e-mail a completed signed copy of this Certification of Completion to the designated CPP Representative at 1300 Lakeside Ave, Cleveland, Oh 44114.