



## INTERCONNECTION AGREEMENT

Application No. \_\_\_\_\_

### City of Painesville

#### Customer-Owned Renewable Electric Generation Facility

This Agreement, (“Agreement”) is entered into by and between the City of Painesville, Ohio (“City”) and \_\_\_\_\_, (“Customer”). The Customer electric account subject to this Agreement is Account Number \_\_\_\_\_. Customer and City are referenced in this Agreement collectively as “Parties” and individually as “Party.”

#### Recitals

WHEREAS, City owns and operates an Electric Distribution System (“System”) serving the City of Painesville, Ohio, and surrounding area;

WHEREAS, Customer owns or desires to install, own and operate a City-approved Renewable Electric Generation Facility (“Facility”), interconnected with and operating in parallel with the System;

#### Agreement

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

1. SCOPE OF AGREEMENT:

This Agreement governs the terms and conditions under which the Facility will interconnect with and operate in parallel with the System.

2. DEFINITIONS:

The definitions used in this Interconnection Agreement are those found in Part 1, Section 2 of the City of Painesville Electric Department Renewable Electric Generation Policy (“Policy”).

3. PARALLEL OPERATION:

Customer shall not interconnect or commence parallel operation of the Facility until written Approval to Energize the Facility under Part 7 of the Policy has been provided by City. The City shall have the right to have representatives present during initial testing of the Facility and its protective apparatus.

4. INTERCONNECTION COSTS:

The City has estimated the costs, including overheads, for necessary System Upgrades to its System and Customer service connection, if any, and has provided a detailed itemization of such costs in the attached description of estimated System Upgrade costs. The Customer agrees to pay the System Upgrade costs within the timeframe indicated on the City invoice upon receipt of said invoice.



5. INTERRUPTION OR REDUCTION OF DELIVERIES:

The City may require the Customer to interrupt or reduce energy when the City determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of maintenance, safety, emergency, Force Majeure or compliance with Prudent Utility Practices. No compensation or credit will be provided to the Customer by the City for such interruptions or reductions in energy.

6. ADVERSE OPERATING EFFECTS:

The interconnection of the Facility shall not reduce the reliability and quality of the System service. This includes, but is not limited to power quality issues such as Harmonic Distortion, Voltage Flicker and frequency deviations. The City shall notify the Customer as soon as practicable if, based on Prudent Utility Practice, operation of the Facility causes disruption in or deterioration of service to other Electric Utility customers or if operating the Facility could damage the System. If, after notice, the Customer fails to timely remedy the adverse operating effect, the City may disconnect the Facility with no further notice.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION:

Customer shall assume all liability for and shall indemnify the City for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the design, construction, operation or maintenance of the Facility. Such indemnity shall include, but is not limited to, financial responsibility for: (a) the City's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third party; (c) damages related to the death or injury of a third party; (d) damages to the property of the City; (e) damages to the property of a third party; (f) damages for the disruption of the business of a third party. This paragraph does not create a liability on the part of the Customer to the City or a third party, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

8. ACCESS TO PREMISES:

City shall have access to the Customer premises or property and to the External AC Generator Disconnect Switch as permitted in its Rules and Regulations and the Policy.

9. GOVERNING LAW:

This Agreement shall be interpreted and governed under the laws of the State of Ohio, the Ordinances of the City of Painesville, and City Electric Rules and Regulations.

10. DOCUMENTS:

This Agreement incorporates all other provisions and related documents of the Policy as the same may be amended from time to time.



11. NOTICES:

All written notices shall be directed as follows:

CUSTOMER:

Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

CITY:

Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

12. TERM OF AGREEMENT:

This Agreement shall be in effect when executed by the Customer and City and shall remain in effect thereafter month to month unless terminated in accordance with the provisions of Section 13 of "Part 2. Technical Requirements".

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives.

This Agreement is effective as of the last date set forth below.

CUSTOMER:

CITY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name