

CITY OF WESTERVILLE, OHIO, ELECTRIC DIVISION

Distributed Energy Resource Generator Interconnection Application

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated for interconnection with the Westerville Electric Division's distribution system.

Section 1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Facility Location (if different from above): _____

Telephone (Daytime): _____ (Evening): _____

Customer Type: Commercial/Industrial Residential

Account Number: _____

Generating System will be owned by: Customer Lease Lease to Own

Developer/Supplier Cooperative Power purchase agreement

Other _____

Estimated in service date: _____

Section 2. Generator Technical Information

Type of distributed energy resource to be installed:

Solar PV Solar thermal Wind Battery Natural Gas Diesel

CHP- fuel cell CHP- gas turbine CHP- microturbine CHP- steam turbine

CHP- reciprocating engine CHP- absorption chiller Other _____

Type of Generator: Inverter Synchronous Induction

Number of Generators: _____

Service Characteristics: 1 phase 3 Phase Power Factor _____%

Connected voltage: _____

Have the Generator Manufacturer machine characteristics been supplied to the City? Yes
Generator (or solar collector) Manufacturer, Model Name & Number: _____

For Synchronous Generators (Ex. Wind Turbines, Solar PV, CHP, etc):

____ Xd% (Synchronous Reactance)

____ X'd% (Transient Reactance)

____ X''d% (Subtransient Reactance)

Output Power AC and DC Ratings in kW (per generator):

Anticipated monthly generation output in kWh: _____

Inverter Manufacturer, Model Name & Number (if used): _____

Inverter Continuous Rating and Surge Rating: _____ # Inverters: _____

Will your resource produce more power than consumed under the account (do you plan to export power)? Yes No

If yes, maximum amount expected to be exported (the maximum amount (kWh) over the amount (kWh) consumed):

_____per month _____annually_____instantaneous

Short Circuit Current Produced by Generator_____Amps (if generator is 3 phase)

OR Single Phase (phase to phase) Fault Current _____

Site plan showing lockable, visible disconnect device attached? Yes

Will a disconnect device, accessible to the Westerville Electric Division be installed?

Yes

One-line sketch showing lockable, visible disconnect device attached? Yes

Section 3. Installation Details

The distributed energy system must be installed by a licensed professional with experience in installing like systems. The National Energy Code (NEC) and IEEE 1547 Standard for Interconnecting Distributed Resources with Electric Power Systems must be adhered to.

Generating System will be installed by: Owner Contractor/State Licensed Electrician

Installer: _____ Firm: _____

License Number: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Expected Installation date: _____ Expected Interconnection Date: _____

Location of installation: Roof Inside Grade Other _____

One line diagram attached? Yes

Section 4. Customer or Designee's Signature

I hereby certify that, to the best of my knowledge, all the information provided in the Interconnection Application is true and correct.

Signature: _____ Date: _____

**INTERCONNECTION AGREEMENT
BETWEEN
THE CITY OF WESTERVILLE, OHIO
AND
_____ (CUSTOMER/PROJECT OWNER)**

THIS INTERCONNECTION AGREEMENT (“Agreement”) is made this _____ day of _____, 20____ by and between _____ (“Owner/Operator”), and the CITY OF WESTERVILLE, OHIO (“Westerville Electric Division” or “WED”), a political subdivision duly organized and existing under and by virtue of the laws of the State of Ohio that owns and operates an electric utility system, hereinafter “the Parties.”

WHEREAS Owner/Operator, whose Westerville Utility Billing account number is _____, intends to install and operate or cause to be installed and operated a distributed generation resource (the “DGR” or “Facility”) to be built on a site, located at _____ (“Site”).

WHEREAS the Parties desire to enter into this Agreement for the purposes of interconnecting the DGR to the Westerville Electric Division’s electric utility system (the “Electric System”) through the Interconnection Facilities (as hereinafter defined). This Agreement constitutes the approval of Owner/Operator’s Facility for interconnection with Westerville Electric Division’s electric distribution system and sets forth the conditions required for parallel operation of Owner/Operator’s DGR. This approval is required in order to provide interconnection of Owner/Operator’s Facility under conditions which will insure the safety of Westerville Electric Division’s customers and employees, as well as the reliability and integrity of its distribution system.

NOW THEREFORE, the Parties agree as follows:

I. Scope of Agreement.

1.1. This Agreement defines the terms and conditions under which Westerville Electric Division and Owner/Operator agree to interconnect up to 10 kW (AC or DC) for residential applications and 200 kW (AC or DC) for commercial or industrial applications and made a part hereof by reference as if fully set forth herein, at the specific location as stated above and at a standard Westerville Electric Division primary or secondary voltage to the distribution system. Generation systems greater than 200 kW (AC or DC) may be considered on a case by case basis under the discretion of the Westerville Electric Division. If considered, additional technical requirements will be discussed with the Westerville Electric Division.

1.2. This Agreement does not authorize the Owner/Operator to export power or resell to any other parties other than the Westerville Electric Division.

1.3. This Agreement does not cover FERC jurisdictional generating system installations.

14. This Agreement does not govern the rates for distribution service provided to the customer. Monthly charges for energy, and demand where applicable, to serve the consumer's net or total load shall be determined in accordance with Westerville Electric Division's applicable service rates under which the consumer would otherwise be served, absent the DGR. Westerville Electric Division may modify at any time without prior notice to Owner/Operator the applicable service rates, rules, regulations and tariffs (the "Rules").

1.5 Additional Technical Requirements may be required for systems greater than 200 kW (AC or DC). These requirements will be discussed in a system review meeting scheduled with the Westerville Electric Division prior to the system's final design.

II. Definitions.

The definitions of capitalized terms herein shall be as set forth below.

2.1. Interconnection Facilities shall mean the equipment on both sides of the Point of Interconnection that is presently in place or has been mutually determined is necessary in order to interconnect as set forth in Appendix A hereto. Interconnection Facility includes the additions, modifications, and/or reinforcements to Westerville Electric Division's Electric System that Westerville Electric Division, in the exercise of its reasonable judgment and consistent with Prudent Practice, deems necessary to support receipt and subsequent distribution of capacity and energy from the Facility.

2.2. MISO shall mean the Midcontinent Independent System Operator, Inc.

2.3. PJM shall mean the PJM Interconnection, LLC.

2.4. Point of Interconnection shall mean the point at which the Facility interconnects with the facilities of Westerville Electric Division's Electric System and the point at which ownership of electric facilities and/or equipment transitions from Westerville Electric Division to Owner/Operator, as specified in Appendix A.

2.5. Transmission Owner shall mean the entity that owns and maintains transmission facilities.

III. Establishment of Point of Interconnection.

3.1. Westerville Electric Division will evaluate the capability of the existing distribution system and make an initial determination of the feasibility of interconnecting the DGR. If the initial evaluation is inconclusive, at Westerville Electric Division's sole discretion, a system study may be required to determine the adequacy of the distribution system to interconnect a DGR. Owner/Operator is responsible for all costs for the system impact study and Westerville Electric Division will not approve interconnecting any DGR until the system impact study is completed. Westerville Electric Division reserves the right to

disallow the interconnection of the DGR if in its sole discretion the DGR will adversely impact Westerville Electric Division's distribution system.

3.2. Determination of the Point of Interconnection is at Westerville Electric Division's sole discretion. Westerville Electric Division and Owner/Operator agree to interconnect the DGR at the Point of Interconnection in accordance with Westerville Electric Division's rules, regulations, rates, and tariffs (the "Rules") incorporated herein by reference. The Interconnection Facilities installed by Owner/Operator shall be consistent with and pursuant to the Rules.

IV. Equipment and Installation Standards.

4.1. In order to qualify as an eligible DGR for this agreement, the Owner/Operator must demonstrate that the DGR: is sized not to exceed the customer's annual kwh self-service needs to a maximum total combined generator size of 10 kW for residential units or 200 kW for commercial or industrial units; is located on the customer's premises; is designed and installed to operate in parallel with Westerville Electric Division's system without adversely affecting the operation of equipment and service by the Westerville Electric Division or its consumers and without presenting safety hazards to Westerville Electric Division and consumers; and, complies with all applicable codes, laws, and specifications. Systems greater than 200 kW (AC or DC) will be considered on a case by case basis under the discretion of the Westerville Electric Division.

4.2 Owner/Operator must provide written documentation satisfactory to Westerville Electric Division that the design specifications of the DGR, associated inverter, all connecting wiring and disconnect means, control and protective circuits, meters and any other related equipment adhere to the prevailing versions of the following applicable standards in effect at the time of this Agreement, including but not limited to:

- 4.1.1. IEEE Standard 1547, entitled "Interconnecting Distributed Resources with Electric Power Systems;"
- 4.1.2. UL Standard 1741, entitled "Standard for Safety for Static Inverters and Charge Controllers for use in Distributed Resources;
- 4.1.3. UL Standard 1703, entitled "Standard for Safety: Flat Plate Photovoltaic Modules and Panels;
- 4.1.4. IEEE Standard 1262-1995, entitled "Recommended Practice for Qualification of Photovoltaic Modules" or IEC Standard 61646;
- 4.1.5. IEEE Standard 929, entitled "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems"; and
- 4.1.6. the National Electrical Code.

4.3. Owner/Operator agrees that the requirements of this Agreement shall be in effect prior to interconnection of any DGR equipment with the distribution system. It is the responsibility of Owner/Operator to ensure that this condition is satisfied. If a DGR system (or elements thereof) is found to be interconnected to the distribution system without a fully executed Agreement, Westerville Electric Division reserves the right to isolate, secure, and lock out of service the DGR system. If such efforts are not practical

or effective, Westerville Electric Division may operate or configure its equipment as necessary to isolate the DGR system from the distribution system.

4.4. Owner/Operator agrees that the installer of the DGR will be a licensed Contractor or Electrical Contractor.

4.5. Owner/Operator shall provide written certification that the installation of the DGR was permitted and inspected by all local building code officials having jurisdiction over the DGR installation. Owner/Operator shall also provide written certification that the equipment and installation have met all applicable mechanical and electrical code requirements and has been approved by local code officials for operation.

4.6. Review of Owner/Operator specifications by Westerville Electric Division shall not be construed as confirming or endorsing the design or any warranty of safety or durability of the DGR.

4.7. Owner/Operator shall provide all materials, labor and equipment necessary to deliver the output of the DGR to the Point of Interconnection. Owner/Operator shall install, at Owner/Operator's sole expense, within ten (10) feet and within sight of the Westerville Electric Division revenue meter, a dedicated DGR disconnect switch. If the facility does not have a dedicated revenue meter, then the disconnect switch must be located on a mutually agreed upon exterior location with clear visibility and accessibility to the Westerville Electric Division. This device shall be manually operated, lockable, and of the visible load break type to isolate the output of the DGR and any Owner/Operator wiring connected to Westerville Electric Division's distribution system. Owner/Operator shall also be responsible for any and all costs to be incurred by Westerville Electric Division to establish the Point of Interconnection as set forth in Attachment A. Payment is required by Owner/Operator prior to execution of such work by Westerville Electric Division. Upon completion of the DGR project, Owner/Operator shall be responsible for any additional distribution system modification cost, if required, to deliver the output of the DGR to the Point of Interconnection not accounted for initially. An additional invoice will be generated and must be paid prior to final interconnection of the DGR. No Facility shall be allowed to deliver energy to Westerville Electric Division until the cost of interconnection is fully resolved. Any deviation from Owner/Operator interconnection requirements must be reviewed and approved in writing by Westerville Electric Division prior to construction.

4.7.1. The manual disconnect means shall be mounted on the same wall as the revenue meter, but shall be separate from the revenue meter socket, readily accessible to Westerville Electric Division personnel, and capable of being locked in the open position with a Westerville Electric Division padlock.

4.7.2. The disconnect means must be clearly labeled "**Auxiliary Generation Disconnect**" and be readily visible to Westerville Electric Division personnel. The label shall be permanently affixed or attached to the disconnect device, and shall be red, weatherproof, hard plastic with engraved white block lettering. Any additional disconnect switches in the system must also be clearly labeled in the like manner.

4.8. The disconnect means shall have an interrupting rating sufficient for the nominal circuit voltage and the current that is available at the line terminals of this equipment.

4.9. Westerville Electric Division shall have the right to open the disconnect means isolating the DGR without prior notice to Owner/Operator. To the extent practicable, Westerville Electric Division will make reasonable attempts to provide prior notice to Owner/Operator but assumes no liability if such notice is not given. Westerville Electric Division shall make reasonable efforts to reconnect the DGR to the distribution system as soon as practical following resolution of the issue that required the disconnection. Owner/Operator should take an active interest in ensuring that the DGR is reconnected within a reasonable period of time.

4.10. In the event the DGR manual disconnect switch is opened or the DGR is otherwise isolated from the distribution system for any reason and for any expanse of time, Owner/Operator shall not be due any compensation associated with the inability to deliver energy to his/her load or to the distribution system.

4.11. When the size of the DGR system precludes the use of Owner/Operator's service entrance equipment as the point of interconnection, an alternate disconnect means must be designed and provided by Owner/Operator and approved by Westerville Electric Division before installation.

4.12. On the Westerville Electric Division revenue meter socket cover the labeling shall state "**Warning: Electric Shock Hazard. The terminals on both line and load side may be energized in the open position**" and be readily visible to Westerville Electric Division personnel. The labels shall be permanently affixed or attached to the covers, and shall be made of red, weatherproof, hard plastic with engraved white block lettering.

V. Owner/Operator Insurance Requirements.

5.1. Owner/Operator shall maintain in full force and effect, general liability insurance for personal injury and property damage of at least \$100,000 per occurrence. An Owner/Operator's policy that provides at least this level of coverage is acceptable for meeting the insurance requirements of this Agreement. Westerville Electric Division shall be listed as an additional insured on the policy.

5.2. Owner/Operator shall provide a Certificate of Insurance to Westerville Electric Division and the certificate shall become a part of the Application. If applicable, automatic notification to Westerville Electric Division must be established for both annual renewals and any termination of such insurance. In the event that Owner/Operator fails to maintain the insurance coverage required by this Agreement, Westerville Electric Division has the right to immediately terminate this Agreement, immediately terminate the DGR interconnection and require Owner/Operator to permanently disconnect the DGR from the distribution system.

VI. Metering Requirements.

6.1. Westerville Electric Division shall solely determine the equipment required to properly and accurately meter the DGR Installation.

6.2. Should the nameplate rating of the DGR be 200 kW (AC or DC) or greater, telemetry and metering equipment shall be installed to provide Westerville Electric Division with DGR monitoring and performance data. The required telemetry and metering equipment shall be installed by Westerville Electric Division at Owner/Operator's expense. Owner/Operator shall also be responsible for the recurring communication costs and maintenance costs of the telemetry equipment. If Owner/Operator so chooses, he/she shall be solely responsible for supplying the communications link between the telemetry equipment and Owner/Operator's systems for monitoring the operation and performance of the DGR. Should the nameplate rating of the DGR be less than 200 kW (AC or DC), the installation of telemetry by Owner/Operator is optional.

6.3. The meter socket and all other required metering equipment, if any, shall be provided by Owner/Operator and shall be approved by Westerville Electric Division in advance of installation.

6.4. For self-contained revenue metering applications, the meter socket shall have a clearly legible label reading **"Warning: electric shock hazard. Do not touch terminals. Terminals on both the line and load sides may be energized in the open position."** The labels shall be made of hard plastic, permanent, weatherproof, colored red with engraved white block lettering and readily visible to Westerville Electric Division personnel.

6.5. An appropriate electric meter(s) shall be provided by Westerville Electric Division at no cost to Owner/Operator, except as provided in Section 6.2 above.

VII. Initial Testing, Startup and Operation.

7.1. Initial testing, startup, and operation shall not commence until all construction required by Westerville Electric Division to establish the Point of Interconnection is completed and final payments are made, pursuant to Section 4.6 of this Agreement.

7.2. Upon execution of this Agreement, receipt of all required DGR documentation and fees, including the final building and electrical inspection by the local codes enforcement personnel and upon request by Owner/Operator, an authorized representative of Westerville Electric Division shall audit the DGR installation to ensure operational and interconnection requirement compliance. A successful audit and test may result in an immediate interconnection of the DGR.

7.3. In the event that Westerville Electric Division determines, in the exercise of its sole discretion as a result of the above mentioned audit, that the DGR is unacceptable for interconnection, Westerville Electric Division shall provide Owner/Operator written notice of the DGR deficiencies including but not limited to safety and/or reliability risks. Such notice shall include a list of all noted DGR equipment or documentation issues that must be remedied. Owner/Operator shall be solely responsible for correcting all

deficiencies and notifying Westerville Electric Division of readiness for re-audit and possible interconnection. A failed DGR audit will prevent interconnection until all deficiencies have been remedied.

VIII. Metering and Compensation for Excess Electric Energy Supplied to the Westerville Electric Division Electric Distribution System by Owner/Operator DGR.

8.1. Westerville Electric Division shall solely determine the metering equipment required at Owner/Operator's location to measure any excess generation produced by the DGR that is delivered into the distribution system if Owner/Operator desires. For the purposes of this Agreement, excess generation is defined as any kWh of electrical energy produced by the DGR which is not consumed by Owner/Operator's electrical requirements and is delivered to the distribution system. The cost of metering equipment, installation, maintenance, and any recurring or non-recurring costs for reading and billing shall be borne by Owner/Operator.

8.2. Any energy credit, true-up or other compensation for excess kilowatt-hours delivered into the distribution system shall be governed by a separate Net Metering Agreement which is available through the Westerville Electric Division. Westerville Electric Division reserves the right to develop the annual avoided cost pricing and/or modify its tariff or Net Metering Agreement at any time without prior notice to Owner/Operator.

IX. Westerville Electric Division's Right to Disconnect the DGR.

9.1. Westerville Electric Division shall have the right to disconnect Owner/Operator's DGR without notice if Westerville Electric Division determines any of the following conditions have occurred, or are occurring:

- 9.1.1. Adverse electrical effects (such as power quality problems) imposed upon the distribution system and/or the electrical equipment of Westerville Electric Division's electrical customers attributed to the DGR as determined by Westerville Electric Division;
- 9.1.2. Utility system emergencies or maintenance requirements;
- 9.1.3. Hazardous conditions existing on the utility system due to the operation of Owner/Operator's DGR generating or protective equipment;
- 9.1.4. Failure of Owner/Operator to comply with applicable federal, state or local law, regulation or rules relating to the operation of the DGR;
- 9.1.5. Westerville Electric Division's identification of un-inspected or unapproved equipment, or modifications to the DGR after initial approval; or
- 9.1.6. Recurring abnormal operation, substandard operation or inadequate maintenance of DGR.

9.2. Westerville Electric Division shall have the right to disconnect Owner/Operator's DGR upon reasonable notice if Westerville Electric Division determines any of the following conditions have occurred, or are occurring:

- 9.2.1. Owner/Operator's failure to observe or perform, or cause to be observed or performed, any other term, covenant, agreement under this Agreement, and continuation of this failure for a period of thirty (30) days after written notice specifying the nature of the failure, provided, however, that such failure shall not constitute a default if it is curable but cannot with reasonable diligence be cured within a period of sixty (60) days, provided that Owner/Operator proceeds to cure the failure with reasonable diligence and in good faith;
- 9.2.2. Owner/Operator's abandonment of the Facility; or
- 9.2.3. The Owner/Operator files of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of Owner/Operator's property, by or against Owner/Operator in any court pursuant to any statute either of the United States or of any state; and Owner/Operator's failure to secure a dismissal of the petition within one hundred twenty (120) days after its filing.

9.3. In the event that Westerville Electric Division opens the manual disconnect means for routine meter maintenance, system emergencies, or any other operating consideration, other than events or conditions arising out of Owner/Operator's operation of the DGR, Westerville Electric Division shall make reasonable efforts to reconnect Owner/Operator's generation equipment. This Agreement shall not entitle Owner/Operator to any restoration priority over any other of Westerville Electric Division's customers.

9.4. In the event that Westerville Electric Division opens the DGR manual disconnect means for any reason for any time period, Owner/Operator agrees that Westerville Electric Division shall have no liability for, and shall not pay Owner/Operator for, any actual or potential generation that may or could have occurred while the DGR was disconnected from the distribution system.

X. DGR Operation and Maintenance Requirements.

10.1. Owner/Operator shall operate and maintain the DGR and all associated equipment in accordance with the manufacturer's requirements, all applicable state or local building codes and recognized industry standards.

10.2. Owner/Operator shall be solely responsible for protecting its generating equipment, inverters, protection devices, and other system components from damage from the normal and abnormal conditions and operations that may occur on the distribution system in delivering or restoring power, including temporarily grounding of said system as required for safe work practices.

10.3. Owner/Operator shall promptly notify Westerville Electric Division if any modifications, repairs, or component replacements result in a change to the initial configuration, rating, and/or operation of the DGR. Westerville Electric Division shall have the right to audit the DGR prior to its reconnection to the distribution system.

10.4. Westerville Electric Division shall have the right to periodically audit the DGR installation and test protective equipment to ensure compliance with operational and interconnection requirements.

10.5. Owner/Operator shall provide Westerville Electric Division access to the Site and Interconnection Facilities at no cost to Westerville Electric Division for the purpose of ensuring safe and reliable operations of Westerville Electric Division's Electric System.

10.6. If during this Agreement, the operation of the DGR adversely impacts the distribution system, Owner/Operator shall be responsible for any and all costs for Westerville Electric Division to remedy these impacts if possible, including disconnection.

XI. Renewable Energy Credits.

11.1. A Renewable Energy Credit ("REC") represents the environmental attributes of one thousand kWh (1 MWh) of electricity produced by a renewable resource (i.e., solar). A REC is the commodity used by electric providers to account for their participation in renewal energy programs. Owner/Operator retains all RECs generated by this DGR facility.

XII. Owner/Operator Indemnification of Westerville Electric Division and Limitation of Damages.

12.1. Any fines or other penalties incurred by Owner/Operator for noncompliance with any laws, rules or regulations shall not be reimbursed by Westerville Electric Division but shall be the sole responsibility of Owner/Operator. Owner/Operator shall indemnify, hold harmless and defend the City of Westerville, Westerville Electric Division, its elected officials and employees from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, including the Facility, in any manner directly or indirectly connected with, or growing out of the installation, operation or maintenance of Owner/Operator's Facility, except in those cases where loss occurs due solely to the willful and wanton misconduct of Westerville Electric Division. If Owner/Operator is not a single legal entity, then all such entities comprising Owner/Operator shall be jointly and severally liable for all representations, warranties, obligations, covenants, and liabilities under this Agreement and all other agreements.

12.2. THE PARTIES AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, SUCH PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY

ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, SUCH PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

XIII. Termination of Agreement.

13.1. In the event that Owner/Operator fails to maintain the insurance coverage required by this Agreement, Westerville Electric Division shall have the right to immediately terminate this Agreement and disconnect the DGR.

13.2. Westerville Electric Division may perform periodic inspections and testing of the DGR at such intervals as it may deem proper. In the event that Westerville Electric Division, in the exercise of its sole discretion, determines that the DGR is performing in an abnormal or unsafe manner on a recurring basis, Westerville Electric Division shall have the right to immediately disconnect the DGR and shall provide written notice to Owner/Operator of the issue or deficiency. If after a reasonable time as determined by Westerville Electric Division the issue which caused the disconnection is not remedied to Westerville Electric Division's satisfaction, Westerville Electric Division will terminate this Agreement and provide written notification to Owner/Operator to that effect. Once this Agreement has been terminated, Owner/Operator will be required to submit a new Application and adhere to the then-current process for DGR interconnection.

13.3. This Agreement is not transferable or assignable by Owner/Operator without the prior written consent of Westerville Electric Division. In the event that the DGR located at the above location is sold, leased, or if ownership is transferred to another person or entity without Westerville Electric Division's prior written consent, this Agreement may be terminated.

13.4. Upon termination of this Agreement for any reason, Westerville Electric Division may padlock the manual disconnect means in the open position and may modify or remove any Westerville Electric Division installed metering equipment.

13.5. The rights described in this section are supplementary to any rights Westerville Electric Division may have in law or equity arising out of any violation of the terms of this Agreement.

XIV. Notification.

For the purpose of making emergency or other communication relating to the operation of the DGR under the provisions of this Agreement, the parties designate the following for said notification:

For Owner/Operator:

Name:
Address:
Phone:
Email:

For Westerville Electric Division:

Name:
Address:
Phone:
Email:

The Parties shall update the notice addresses and contacts by written notice to the other as appropriate.

XV. General Provisions.

15.1 Standard of Care. Each Party to this Agreement shall use its reasonable commercial efforts to provide the services and perform the obligations required to be provided and performed pursuant to this Agreement and shall act at all times in a manner consistent with Prudent Practice.

15.2 Force Majeure. Neither Party shall be considered in default under this Agreement if prevented from fulfilling any obligation due to an event of *Force Majeure*. The Party unable to perform shall: (i) notify the other Party in writing, by telephone or electronic transmission within a reasonable time after the occurrence of the event; (ii) be excused only while such *Force Majeure* event exists; and (iii) make good faith efforts to expeditiously alleviate such situation. No Party shall be required by the foregoing provisions to settle a strike, lockout or other labor dispute affecting it except when, according to its own best judgment, such a settlement is advisable.

15.3 Amendments. This Agreement may be amended only in writing signed by both Parties hereto.

15.4 Assignment. With prior notice to the Owner/Operator and without consent, Westerville Electric Division may transfer, assign or sublet this Agreement and its rights and obligations hereunder.

15.5. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one (1) and the same instrument.

15.6 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters provided herein, and any agreement made after the execution of this Agreement between the Parties shall be ineffective to change, modify, waive, release, discharge, or terminate this Agreement, in whole or in part, unless that agreement is in writing and signed by the Party against whom enforcement is sought.

15.7 No Waiver of Breach. The failure of any Party to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Agreement shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt or payment hereunder with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Agreement shall not be deemed a waiver of that breach.

15.8 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to any person not a Party to this Agreement.

15.9 Headings. The section and subsection headings and captions appearing in this Agreement are inserted only as a matter of convenience and shall not be given any legal effect.

15.10 Severability. If any restriction, covenant or provision of this Agreement shall be adjudged by a court of competent jurisdiction to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Party seeking to enforce such restriction, covenant or provision, the provisions of this Agreement shall be interpreted to carry out to the greatest extent possible the intent of the Parties and to provide to each party a reasonable approximation of the benefits such Party would have received under this Agreement if such restriction, covenant or provision had been enforceable.

15.11 Officials Not Liable. No official or employee of any Westerville Electric Division shall be personally liable for any matter arising from or in any way connected to this Agreement.

15.12 Governing Law. The terms and provisions of the Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner/Operator and Westerville Electric Division have caused this Agreement to be executed this day of _____, 20____.

OWNER/OPERATOR	WESTERVILLE ELECTRIC DIVISION
By: _____	By: _____
Title: _____	Title: _____

APPENDIX A

INTERCONNECTION FACILITIES

[Attach Hereto]