

Lowell Light and Power

B. Agreement

NOW THEREFORE, in consideration of the above recitals, the mutual covenants contained herein and for good and valuable consideration, the Parties agree as follows:

a. Description of Customer Facility

The Customer Facility must be built with the following ratings, which shall not be changed without 30 days advanced written notice to the Utility according to the notice requirements herein:

1. Photovoltaic /Solar ("PV") Array Rating: _____ kW
Certified test Record number (UL1741 Scope 1.1A): _____ kW
Wind Turbine ("WT") Rating: _____ kW
Hydroelectric Turbine ("HT") Rating: _____ kW
Fuel Cell ("FC") Rating: _____ kW
Other (Specify type and rating): _____ kW
Service Type (*Circle One*): Single Phase Three Phase
Voltage Level: _____
Equipment Specifications: Make: _____
Model: _____ Serial No. _____

2. Customer Facility Location

Type equation here. **3.** Customer's Account Number:

Property Owner's Account Number (If applicable): _____

4. The Customer Facility is planned to be ready for parallel operation or about: _____

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b. Interconnection Facilities

If it is necessary for the Utility to install certain interconnection facilities (“Interconnection Facilities”), and make certain modifications in order to establish an interconnection between the Customer Facility and the Utility’s Electric Distribution System, the interconnection facilities and modifications shall be described to the Customer /Project Developer prior to commencing any work.

c. Design Requirements, Maintenance and testing of Customer Facilities and Project

- 1.** Customer shall be responsible for the design and installation of the Project and obtaining any required governmental authorizations and/or permits which may include, but shall not be limited to permits, zoning and easements to clear rights-of-way for the installation and maintenance of the Project. Project Developer shall reimburse Utility for its costs and expenses to acquire any easements and/or permits necessary to extend the Utility’s facilities to the point of interconnection.
- 2.** Customer shall, at its own expense, install and properly maintain protective relaying equipment and devices to protect its equipment and service, and the equipment and service of the Utility and its customers, from damage, injury and interruptions, and will assume any loss, liability, or damage to the Project caused by lack of or failure of such protection. Protective relaying equipment and devices must meet standards as outlined in IEEE 1547 “Standard for Distributed Resources Interconnected with Electric Power Systems,” and tested and certified by Underwriters Laboratories according to testing standard UL 1741. Results of such testing shall be provided to the Utility. Prior to the Project operating in parallel with the Utility’s electric system, Project Developer shall provide satisfactory evidence to the Utility that it has met Interconnection Requirements including, but not limited to, the receipt of approval from local governmental agencies/bodies, and local building/electrical code inspections and subsequent approvals.
- 3.** At its own expense, the Customer shall perform operational testing at least five (5) days prior to the installation of any Interconnection Facilities by the Utility. The Customer shall contact the Utility and arrange for a mutually agreeable time for

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performing these tests. Utility may send qualified personnel to the Project to inspect the facility and observe the testing and operation of the Project. Customer shall provide the Utility with a written report explaining all test results, including a copy of the generator commissioning test report and UL certificate of compliance.

4. Customer shall operate and maintain the Project in a safe and prudent manner and in conformance with the applicable laws and regulations. Project Developer shall obtain and maintain any governmental authorizations and permits required for the construction and operation of the Project.

d. Disconnection

The Utility shall be entitled to disconnect the Project from the Utility's Electric System, or otherwise refuse to connect the Project if: (a) Customer has not complied with any one of the technical requirements contained in the applicable Interconnection Requirements; (b) the electrical characteristics of the Project are not compatible with the characteristics of the Utility's Electric System; (c) an emergency condition exists on the Utility's Electrical System; (d) Project's protective relaying equipment fails; (e) the Utility determines that the Project is disrupting service to any of the Utility's customer(s); (f) disconnection is required to allow for construction, installation, maintenance, repair, replacement, removal, investigation, inspection, or testing of any part of the Utility's Electric System facilities; (g) if a required installation (e.g., telephone/communication line) fails or becomes inoperable and is not repaired in a timely manner, as determined by the Utility; or (h) Customer commits a material breach of this Agreement.

e. Access to Property

1. At its own expense, Customer shall make the Project Facility site available to the Utility 24 hours per day, 365 days per year. The site shall be free from hazards and shall be adequate for the operation and construction of the Interconnection Facilities. The Utility, its agents, and employees shall have full right and authority of ingress and egress at all reasonable times across the property at which the Project is located for the purpose of installing, operating, maintaining, inspecting, replacing, repairing, and removing of Interconnection Facilities. The right of ingress

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and egress shall not unreasonably interfere with the Project Developers or (if different) Property Owner's use of property.

2. The Utility may enter the property on which the Project is located to inspect, at reasonable hours, Customers protective devices and read or test meters. The Utility will make reasonable efforts to provide Customer or Property Owner, if applicable, at least 24 hours' notice prior to entering said property in order to afford Customer or Property Owner the Opportunity to remove any locks (if key not provided to the Utility), or encumbrances to entry; *provided however*, that the Utility may enter the property without notice (removing, at Customers expense, any lock or other encumbrance to entry) and disconnect the Interconnection Facilities if the Utility believes that disconnection is necessary to address a hazardous condition, and/or to protect persons, Utility Facilities, or the property of others from damage or interference caused by the Project.
3. By executing the Interconnection Agreement, Customer and/or Property Owner, if applicable, consents and agrees to provide access to its property on which the Project Facility is located to the Utility as described in this section, but does not assume or guarantee other performance obligations of the Project Developer and/or Property Owner, if applicable, under this Interconnection Agreement.

f. **Indemnity and Liability**

1. Unless caused by the sole negligence or intentional wrongdoing of the other party, each Party to the Interconnection Agreement shall at all times assume all liability for, and shall defend, hold harmless, and indemnify the other Party and its directors, officers, employees, and agents from any and all, damages, losses, claims, demands, suits, recoveries, costs, legal fees, and expenses: (a) for injury or death of any person or persons whomsoever occurring on its own system; or (b) for any loss, destruction of, or damage to any property of third persons, firms, corporations, or other entities occurring on its own system, including environmental harm or damage; or (c) arising out of or resulting from, either directly or indirectly, its own Interconnection Facilities; or (d) arising out of or resulting from, either directly or indirectly, any electric energy furnished to it hereunder after such energy has been delivered to it by such other Party. The provisions of this

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section shall survive termination or expiration of the interconnection agreement.

2. The Provision of Section 4 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provision of any valid insurance policy.
3. Notwithstanding anything in this Section or any other provision of this Interconnection Agreement to the contrary, any liability of a Party to the other Party shall be limited to direct actual damages, and all other damages at law or in equity are hereby waived. Under no circumstances shall a Party be liable to the other Party, whether in tort, contract, or other basis in law or equity for any special, indirect, punitive, exemplary, or consequential damages, including lost profits. The indemnification obligations and limits on liability in this Section shall continue in full force and effect notwithstanding the termination or expiration of this Interconnection Agreement, with respect to any event or condition giving rise to an indemnification obligation that occurred prior to such termination or expiration.

g. Breach and Default

A breach of this Interconnection Agreement (“Breach”) shall occur upon the failure of a Party to perform or observe any material term or condition of the Interconnection Agreement, the Standards, or the Interconnection Requirements. Upon a Breach by one Party, the non-breaching Party shall give written notice of such Breach to the breaching Party. The Party in Breach shall have 30 days from the date of the written notice to cure such Breach. If the Breach is not cured within the 30 day period provided for herein, the Party in Breach shall be deemed to be in default (“Default”). The non-defaulting Party shall have the right to terminate the Interconnection Agreement by written notice, shall be relieved of any further obligation hereunder, and may pursue any and all remedies available to it by law or in equity.

h. Governing Law

This Interconnection Agreement Shall be interpreted, governed, and construed under the laws of the State of Michigan.

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i. Amendment, Modification, or Waiver

Any amendments or modifications to this Interconnection Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any Party of the Breach of any term or covenant contained in this Interconnection Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such Breach or a waiver of the Breach of any other term or covenant unless such waiver is in writing.

j. Notices

Any notice required under the Interconnection Agreement shall be in writing and mailed or personally delivered to the Party at the address below. Written notice is effective within three days of depositing the notice in the United States mail, first class postage prepaid. Personal notice is effective upon delivery. Written notice of any address changes shall be provided. All written notices shall refer to the Project Developers Utility (electric utility) account number, as provided in section 1 of this Agreement. All written notices shall be directed as follows:

Notice to Utility:

Lowell Light and Power
ATTN: Electric Distribution and Transmission Manager
127 N. Broadway Street
Lowell, MI 49331

Notice to Customer:

Notice to Property Owner (if other than Customer):

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k. Term of Agreement and Termination

This Agreement shall become effective upon execution by all parties and, if applicable, the Property Owner, and it shall continue in full force and effect until terminated upon 30 days written notice by either Party, upon Default of either Party as set forth in Section 7, upon mutual agreement of both parties, or upon a change in ownership of either the Customer Facility or the property at which the Customer Facility is located, absent a valid assignment under Section 14.

l. Entire Agreement

This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and constitutes the entire agreement between the Parties hereto.

m. No Third Party Beneficiary

The terms and provisions of this agreement are intended solely for the benefit of each Party, and it is not the intention of the Parties to confer third-party beneficiary right upon any other person or entity.

n. Assignment and Binding Effect

This Agreement shall not be assigned by a Party without the prior written consent of the other Party. Any attempt to do so will be void. Subject to the preceding, this Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns. Customer agrees to notify the Utility in writing upon the sale or transfer of the Customer Facility. This Agreement shall terminate upon such notice unless the Utility consents to an assignment.

o. Severability

If any provision of the Agreement is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable; or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding, or enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect, and enforceability of the

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remaining provisions of this Agreement shall not be affected or impaired in any manner.

p. Signatures

The Parties to this Agreement hereby agree to have two originals of this Agreement executed by their duly authorized representatives. This Agreement is effective as of the later or latest of the dates set forth below.

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Signature: _____ Date: _____

Name (printed): _____ Title: _____

Customer

Signature: _____ Date: _____

Name (printed): _____ Title: _____

Property Owner (if applicable)

Signature: _____ Date: _____

Name (printed): _____ Title: _____

