

INTERCONNECTION AGREEMENT

Application No. _____

City of Oxford, Kansas Customer-Owned Renewable Electric Generation Facility 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service

This Agreement, ("**Agreement**") is entered into by and between the City of Oxford, Kansas ("**Utility**") and _____, ("**Customer**"). The Customer electric account subject to this Agreement is Account Number _____. Customer and Utility are referenced in this Agreement collectively as "**Parties**" and individually as "**Party**."

Recitals

WHEREAS, the Utility owns and operates an Electric Distribution System serving the City of Oxford, Kansas, and surrounding area;

WHEREAS, Customer owns or desires to install, own and operate a Utility-approved renewable, electric Generation Facility with a rated output of 25 kW_{AC} or less for Residential Service and 200 kW_{AC} or less for Commercial Service, interconnected with and operating in parallel with the Utility Electric Distribution 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 Generation Facility will interconnect with and operate in parallel with the Electric Distribution System.

2. **DEFINITIONS:**

The definitions used in this Interconnection Agreement are those found in Part 1, Section 2 of the Utility Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service.

3. **PARALLEL OPERATION:**

Customer shall not interconnect or commence parallel operation of the Generation Facility until written Approval to Energize the Generation Facility under Part 6 of these Interconnection Standards has been provided by the Utility. The Utility shall have the right to have representatives present during initial testing of the Generation Facility and its protective apparatus.

4. **INTERCONNECTION COSTS:**

The Utility has estimated the costs, including overheads, for necessary System Upgrades to its Electric Distribution 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. Prior to commencement of System Upgrades that are required to allow interconnection of the Customer-owned Generation Facility, Customer shall deposit with the Utility an amount equal to the estimated cost of said System Upgrades. If the actual costs of said System Upgrades are less than the amount deposited by the Customer, the Utility shall refund the difference to the Customer within 60 days of completing said System Upgrades. If the actual costs of said System Upgrades exceed the amount deposited by the Customer, the Utility shall bill the Customer for the difference. Customer agrees to pay the invoiced amount within 30 days of the invoice date. The utility will supply, own, and maintain all necessary meters and associated equipment utilized for billing. In addition, and for the purposes of monitoring customer generation and load, the utility may install at its expense, load research metering. The customer shall supply, at no expense to the utility, a suitable location for meters and associated equipment used for billing and for load research. All costs related to installation of said meter or meters shall be borne by the Customer.

5. **INTERRUPTION OR REDUCTION OF DELIVERIES:**

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

6. **ADVERSE OPERATING EFFECTS:**

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

7. **COMPLIANCE WITH INTERCONNECTION STANDARDS REQUIREMENTS:**

Customer has read the Utility Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service, as adopted by the Utility, and agrees to comply with all requirements included therein, including, but not limited to, all insurance and indemnity provisions identified in Paragraphs 14 and 15 therein.

8. **ACCESS TO PREMISES:**

The Utility shall have access to the Customer premises or property and to the External AC Generator Disconnect Switch as permitted in its policies, Rules and Regulations and Interconnection Standards.

9. **GOVERNING LAW:**

This Agreement shall be interpreted and governed under the laws of the State of Kansas, the Ordinances of the City of Oxford, and **[Utility Electric Rates and Regulations]**.

10. **DOCUMENTS:**

This Agreement incorporates all other provisions and related documents of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service 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 of Oxford:

Name: _____

Title: _____

City/State/Zip: _____

12. **TERM OF AGREEMENT:**

This Agreement shall be in effect when executed by the Customer and the City of Oxford and shall remain in effect thereafter month to month unless terminated in accordance with the provisions of Section 16 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:

Signature

Print Name

Date

City of Oxford:

Signature

Print Name and Title

Date