



SOLAR ENERGY PROGRAM

DISTRIBUTION INTERCONNECTION AGREEMENT FOR INVERTER BASED GENERATORS LARGER THAN 100KW

Account Name:

DBA:

Location Number:

Phone:

Service Address:

Contact Information:

Mailing Address: Same as above

Type of Generating Facility:

Model:

Maximum Generating Capacity:

Point of Interconnection: Service Entrance (see One-Line Drawing of Points of Delivery to Customer and Point of Separation of the Generator attached as Exhibit A and included as part of this Agreement)

Electrical Characteristics at the Point of Interconnection: Where SRP's _____-volt service conductors connect to Customer's _____-volt service entrance section. The interconnection must be at 60 hertz _____-phase alternating current.

Type of net metering: Buyback Service Rider None

Point of Buyback: At the meter.

Addendum to SRP EarthWise Solar Energy Program Distribution Interconnection Agreement to Include SPATIA® Services attached as Exhibit C and included as part of this Agreement:

Yes (Customer signs attached Addendum, Exhibit C) No

This SRP EarthWise Solar Energy Program Distribution Interconnection Agreement ("Agreement") is entered into by and between _____, an _____ corporation/municipality/limited liability (hereinafter "Customer") and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing pursuant to the laws of the State of Arizona ("SRP"). The parties agree as follows:

RECITALS

- A. Customer desires to install a generating facility and related equipment ("Generating Facility") on property located within SRP's electrical distribution service area and to participate in SRP's EarthWise Solar Energy Program.
- B. Customer may elect to have a separate entity ("Third Party") design, install, own or operate the Generating Facility and satisfy some or all of the terms of this Agreement via separate agreement.
- C. SRP requires that all customers operating Generating Facilities in parallel with SRP's electrical distribution system sign a Distribution Interconnection Agreement prior to interconnection.

In consideration of the parties' mutual promises, undertakings, and agreements, the parties agree as follows:

AGREEMENT

1. **Term.** This Agreement shall become effective as of the Effective Date, which is based on the signing date. Except as otherwise provided below, it shall continue in effect from year to year until either party gives the other party sixty (60) days written notice of its intent to terminate the Agreement.
2. **Sale of Property—Notice to Subsequent Purchaser.** If Customer intends to sell the property upon which the Generating Facility is located, prior to the closing, Customer will notify the prospective purchaser of the following:
 - a. As a condition of receiving electric service from SRP, and in order to interconnect with the SRP electrical distribution system and to receive any buyback service benefits, the new customer must sign SRP's then-current version of Distribution Interconnection Agreement.
3. **Customer General Obligations.** Customer, and not SRP, shall be responsible for the following at its own expense:
 - a. Customer shall submit the plans for design and installation of the Generating Facility to SRP for review of the compatibility of the Generating Facility with the operation, reliability, integrity and safety of the SRP electrical distribution system and personnel.
 - b. Customer shall fully comply with SRP's Rules and Regulations, Electric Service Specifications, Interconnection Guidelines for Distributed Generators, Technical Interconnection Requirements, and applicable Standard Electric Price Plans and Riders, as those documents may be amended or revised by SRP from time-to-time. All those documents are adopted and included as part of this Agreement and are available at the principal office of SRP, as well as at SRP's website, www.srpnet.com. The current version of the Technical Interconnection Requirements is attached as Exhibit B.
 - c. Customer shall be solely responsible for all legal and financial obligations arising from design, construction, installation, operation, and maintenance of the Generating Facility.
 - d. Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the Generating Facility and must use a licensed, bonded and insured contractor to design and install the Generating Facility. Unless otherwise approved in writing by SRP, Customer shall install only Underwriters Laboratories Inc. certified equipment and devices as part of the Generating Facility.
 - e. Customer shall operate and maintain the Generating Facility and all other Customer-owned Generating Facility equipment on the Customer's side of the Interconnection Point in good repair and shall be solely responsible for protection of the Generating Facility from electrical events originating on either side of the Point of Interconnection.
 - f. Customer may elect to have a Third Party design, install, own or operate the Generating Facility. However, Customer shall still be responsible for ensuring that all its obligations under this Agreement are fulfilled.
4. **SRP General Obligations.** SRP, and not Customer, shall be responsible for the following at its own expense:
 - a. SRP shall witness testing of the Generating Facility and Customer's electrical system and confirm in writing that test results are satisfactory before Customer shall be permitted to operate the Generating Facility in parallel with the SRP electrical distribution system. SRP'S WITNESS TESTING AND ANY REVIEW OF CUSTOMER'S PLANS, SPECIFICATIONS, DESIGNS, AND TEST RESULTS SHALL NOT BE CONSTRUED AS CONFIRMING OR ENDORSING THE DESIGN OF, OR AS ANY WARRANTY OF SAFETY, DURABILITY OR RELIABILITY OF, THE GENERATING FACILITY, CUSTOMER'S EQUIPMENT OR PROTECTIVE DEVICES, OR THE TECHNICAL OR ECONOMIC FEASIBILITY OF THE GENERATING FACILITY. THE SOLE PURPOSE OF SRP'S REVIEW IS TO EVALUATE WHETHER SRP'S ELECTRICAL DISTRIBUTION SYSTEM WILL BE ADVERSELY AFFECTED BY THE GENERATING FACILITY. CUSTOMER SHALL NOT COMMENCE PARALLEL OPERATION OF THE GENERATING FACILITY UNTIL CUSTOMER RECEIVES FINAL WRITTEN APPROVAL FROM SRP.

- b. SRP shall pay for energy delivered to it in accordance with any applicable buyback service rider or applicable successor pricing document for which Customer may be eligible.
5. **SRP Right of Access and Inspection of Documents and Generating Facility.**
- a. SRP reserves the right in its sole and absolute discretion to review all information, specifications, designs, and test results relating to the Generating Facility. SRP may require modifications to the Customer's specifications and designs based on current industry standards to enable SRP to operate its electrical distribution system as safely and reliably as possible.
 - b. Customer hereby grants SRP's employees and agents the right of access to the premises of Customer at all times for emergency operation or repair of SRP's equipment and related facilities, and at all other reasonable times for such purposes as installing, constructing, modifying, testing and maintaining SRP's equipment and related facilities. SRP reserves the right to inspect the Generating Facility at any time, in its sole and absolute discretion, upon reasonable notice (if practical) to Customer. If SRP has reason to believe that Customer may be operating in a manner unsafe or harmful to SRP's electrical distribution system, SRP personnel, or the general public, SRP may also request that Customer test the Generating Facility and provide SRP the results in writing irrespective of periodic testing of equipment that may be required or has been completed pursuant to Exhibit B.
6. **SRP Right to Require Customer to Disconnect Generating Facility from SRP Electrical Distribution System.** SRP shall not be obligated to be interconnected with the Generating Facility nor to accept energy from Customer, and SRP, in its sole and absolute discretion, may require Customer to disconnect from the SRP electrical distribution system or interrupt or reduce deliveries of energy to SRP: (a) when necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any SRP equipment, any part of SRP's electrical distribution system, or the Generating Facility; (b) because of emergencies, forced outages, uncontrollable forces or compliance with prudent electrical practice; or (c) when Customer is in breach of any of its obligations under this Agreement.
7. **SRP Right to Disconnect Generating Facility from SRP Electrical Distribution System.** Notwithstanding any other provision of this Agreement, if SRP, in its sole and absolute discretion, determines that continued operation of the Generating Facility may: (a) endanger SRP personnel or the general public; or (b) impair the integrity of the SRP electrical distribution system, SRP may disconnect the Generating Facility from the SRP electrical distribution system. In such event, the Generating Facility shall remain disconnected until SRP is satisfied that the preceding conditions (a) and/or (b) have/has been corrected. SRP shall have no obligation to compensate Customer for any loss of energy during any and all periods when the Generating Facility is operating at reduced capacity or is disconnected from the SRP electrical distribution system pursuant to this Agreement.
8. **Liability and Damages.** To the fullest extent permitted by law, SRP, the members of its governing bodies, its officers, and its employees (collectively the "Related Parties" for purposes of this Section 9) shall not be liable to Customer or its Related Parties or its successors or assigns, or their respective insurers, for any incidental, indirect, consequential, punitive or other special damages whatsoever, including, without limitation, lost profits, production losses, production delays, or any and all other non-direct damages or losses, for performance or nonperformance of its obligations under this Agreement, even if SRP is advised of the possibility thereof, and irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Customer, SRP or others), strict liability, contracts, operation of law, or otherwise.
9. **Insurance.** Customer shall secure and maintain or cause Third Party to secure and maintain in effect during the term of this Agreement the following insurance:
- a. General liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 for each occurrence. Such general liability insurance shall include coverage for premises, operations and contractual liability.
 - b. The general liability insurance specified in this Section 10 shall name SRP as an additional insured and shall contain a severability of interest clause.
 - c. Certificates of Insurance evidencing the coverages and provisions required in this Section 10 shall be furnished to SRP prior to interconnection and Customer shall provide written notice to SRP at least thirty (30) days prior to cancellation or reduction of any coverage. SRP shall have the right to request the original policies of such insurance in the event of a claim. Customer shall be responsible

for payment of any deductible that may apply for coverage provided under this Section 10. Customer shall not be allowed to interconnect with SRP unless evidence of satisfactory insurance has been provided to SRP in a timely manner.

10. **Customer Indemnification.** To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless SRP, any and all of the members of its governing bodies, and its officers, agents, and employees ("SRP Indemnifieds") for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with: (a) Customer's or any non-SRP party's design, construction, installation, inspection, maintenance, testing or operation of the Generating Facility or equipment used in connection with this Agreement; (b) the interconnection of the Generating Facility with, and delivery of energy from the Generating Facility to, SRP's electrical distribution system; or (c) the performance or nonperformance of Customer's obligations under this Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents and employees. Customer's obligations under this Section shall extend to indemnify, defend, and hold harmless the SRP Indemnifieds when SRP or any of the SRP Indemnifieds is allegedly concurrently negligent in causing or contributing to the liability-causing event, but shall not extend to any liability caused by the sole negligence of SRP or the SRP Indemnifieds. It is the intent of SRP and Customer that SRP shall, in all instances except for loss or damage resulting from the sole negligence of SRP, be indemnified against all liability, loss, or damage of any nature whatsoever for or on account of any injuries or death of person(s) or damages to or destruction of property belonging to any person arising out of, or in any way connected with, Customer's performance of this Agreement and the interconnection of the Generating Facility. Customer shall be responsible for primary loss investigation, defense, and judgment costs when this contract of indemnity applies. Customer's obligations under this Section shall survive the termination of this Agreement.
11. **General Terms and Conditions.** This Agreement shall be interpreted, governed by, and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and Customer agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Agreement. None of the provisions of this Agreement shall be considered waived by either party except when such waiver is given in writing. No waiver by either party of any one or more defaults in the performance of the provisions of this Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. Upon its Effective Date, this Agreement supersedes all prior agreements or commitments for interconnection and/or buyback service between the parties for the interconnection and delivery points herein specified. This Agreement does not govern the terms and conditions for the delivery of power and energy to Customer from the SRP electrical distribution system.

This Agreement is dated and effective as of the last signing date below ("Effective Date").

"CUSTOMER"

"SRP"

By: _____
(Signature)

By: _____
Margaret E. Baker
Manager, Commercial Customer Services

(Print Name)

Its: _____
(Title)

Date: _____

Date: _____

Exhibit A

ONE-LINE DRAWING OF POINTS OF DELIVERY TO CUSTOMER
AND POINT OF SEPARATION FROM THE GENERATOR

SAMPLE

Exhibit B

TECHNICAL INTERCONNECTION REQUIREMENTS

SRP or Customer may from time to time require changes in Customer's connection, protective, or control equipment to meet changing conditions and requirements for the Generating Facility or SRP's electrical distribution system.

1. GENERAL OBLIGATIONS:

- 1.1 Customer shall ensure that the electrical characteristics of its load and generating equipment shall conform to SRP's normal power quality requirements. Any deviation from sine wave form or unusual interval fluctuations in power demand or production shall not result in impairment of electrical service to others. Power factor and quality issues are defined in SRP's Electric Service Specifications and Rules and Regulations.
- 1.2 Customer shall design, own, operate and maintain the Generating Facility in good repair in accordance with manufacturers' guidelines and prudent electrical practices, and shall provide written evidence to SRP of such compliance upon request of SRP.
- 1.3 The Generating Facility at this installation must be off line before the SRP electric service is restored (reclosed) following a trip of the SRP feeder breaker.
- 1.4 Relaying and protection requirements stated herein shall take into consideration whether Customer has more than one generator, and whether such generator(s) can be switched by Customer among multiple Interconnection Points.

2. CUSTOMER EQUIPMENT REQUIREMENTS:

Although the Generating Facility is equipped with its own protective and control circuitry, additional protective equipment (as outlined below) is required to permit parallel operation. Also, SRP may specify other equipment requirements in the future depending on the effects operation of the Generating Facility will have on the SRP electrical distribution system.

2.1 LOAD-BREAK DISCONNECT:

Customer shall install a load-break disconnect device with a visible break for use by SRP as a means of electrically isolating the SRP electrical distribution system from the Generating Facility and to establish working clearance for maintenance and repair work in accordance with SRP safety rules and practices, subject to the following requirements:

- 2.1.1 The disconnect device or circuit breaker must be accessible at all times to SRP personnel. It cannot be located inside a gated yard or inside an enclosed space, and should be easily accessible.
- 2.1.2 The disconnect device or circuit breaker must be lockable only in the open position with a standard SRP padlock. Only SRP personnel shall remove this padlock. UNAUTHORIZED REMOVAL SHALL BE DEEMED A MATERIAL BREACH OF THE INTERCONNECTION AGREEMENT.
- 2.1.3 Customer is responsible for all labor and material costs to maintain, repair, or replace the disconnect device or circuit breaker.
- 2.1.4 The disconnect device or circuit breaker and its location must be approved by SRP prior to installation.
- 2.1.5 The disconnect device or circuit breaker may be opened at any time by SRP without notice
- 2.1.6 Customer shall label the disconnect switch with a red placard (and the standard shock hazard sticker) as shown below:

DISTRIBUTED GENERATION DISCONNECT SWITCH

WARNING – ELECTRICAL SHOCK HAZARD
DO NOT TOUCH TERMINALS –
TERMINALS ON BOTH THE LINE AND LOAD SIDES
MAY BE ENERGIZED IN THE OPEN POSITION

- 2.1.7 For inverter based Generating Facilities greater than 100kW, Customer shall install a Remote Disconnect Device that allows SRP Distribution Operations Center the ability to remotely disconnect the Generating Facility.
- 2.2 CIRCUIT BREAKER OR CONTACTOR: A circuit breaker or contactor at the interconnection point or at the generator must be used for isolating the Generating Facility from SRP during system over/under frequency, over/under voltage and ground fault conditions.
- 2.3 RELAYING:
- 2.3.1 PROTECTIVE FUNCTIONS:
Protection functions for over voltage, under voltage, over frequency, under frequency, ground faults and islanding at the Interconnection Point, shall be provided by an undervoltage contactor. The contactor provided in the inverter performs these functions. The inverter must be listed as meeting the requirements of UL 1741 and IEEE 929.
- 2.3.2 GROUND FAULT PROTECTION:
Additional requirements for detecting ground faults in the SRP electrical distribution system will be evaluated on a per site basis.
- 2.3.3 RELAY SETTINGS:
Relay settings and protection schemes specific to this installation, and any proposed modifications thereof, must be made available by the Customer to SRP's System Protection division for review and final approval prior to their implementation.
- 2.4 SYSTEM METERING:
- 2.4.1 Customer shall install a meter socket and associated wiring to allow measurement of energy production from the Generating Facility. The meter socket shall meet SRP's Electric Service Specifications available at SRP's website www.srpnet.com.
- 2.4.2 There shall be no load connected between the Generating Facility solar energy production meter and the panel breaker feeding the solar electric system.
- 2.4.3 The meter socket shall be located per SRP's Electric Service Specifications available at SRP's website www.srpnet.com, where practical near the Customer's existing SRP metering equipment. For a wireless remote read solar energy meter, the meter shall also be located outdoors where practical.
- 2.4.4 Customer shall indicate the Generating Facility solar energy meter location on the site plan. Customer shall contact SRP to arrange for a lockbox if the solar energy meter is located behind locked doors or gates.
- 2.4.5 SRP shall provide and install a meter to measure energy production from the Generating Facility.

Exhibit C

ADDENDUM TO SRP EARTHWISE SOLAR ENERGY PROGRAM COMMERCIAL DISTRIBUTION INTERCONNECTION AGREEMENT TO INCLUDE SPATIA® SERVICES

This Addendum to SRP EarthWise Solar Energy Program Commercial Distribution Interconnection Agreement to Include SPATIA® Services ("Addendum") is entered into by and between _____, a _____ [corporation/limited liability company/other] (hereinafter "Customer") and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing pursuant to the laws of the State of Arizona ("SRP"). The parties agree as follows:

RECITALS

- A. Customer has entered into an SRP EarthWise Solar Energy Program Commercial Distribution Interconnection Agreement ("Agreement") with SRP for the purposes of interconnecting a solar electric generating facility.
- B. SRP is willing to provide its SPATIA® energy information service to Customer's account without charging activation or monthly service fees.
- C. Customer desires to amend its Agreement to receive the SPATIA® service on the terms and conditions set forth in this Addendum.

In consideration of the parties' mutual promises, undertakings, and agreements, the parties agree as follows:

AGREEMENT

1. **Description of Services:** SRP shall provide Customer web-based access to SRP's SPATIA® service (the "Service") to enable the Customer to receive energy information data for the meter location(s) listed in Exhibit C-1. SRP may provide metering upgrade services on SRP's billing meter to enable full functionality of the Service. Metering equipment upgrades will be owned and maintained by SRP.
2. **Fees and Charges:** SRP shall waive the activation fee and monthly service fees for the SPATIA® energy information service on both the billing and solar sub-meters on Customer's account listed on the Agreement.
3. **Terms and Conditions:**
 - a) Customer shall provide SRP access to the metering panels.
 - b) When the selected service level requires the installation of a wireless meter, SRP shall provide standard installation at no charge. Standard installation includes a wireless meter and an antenna, if needed, installed at the meter cabinet. Any additional fees associated with installing extra cabling would be payable by Customer.
 - c) When the selected service level requires a phone link and Customer elects to provide such link, Customer shall provide a direct dial analog phone line terminated in an RJ11 female jack within 3 feet of the SRP Meter(s) to be monitored, with an additional six (6) foot extension line coiled up by the jack.
 - d) See Exhibit C-2 attached hereto and incorporated herein by this reference for additional terms and conditions pertaining to this Addendum.
4. **Initial Term; Renewal; Termination:**

The initial term for this Addendum shall be one (1) year. The term shall commence on the date web-site access is provided through the issuance of a password. Upon completion of the initial term, this Addendum shall be automatically renewed for successive one-year terms; provided, however, that after the initial term, either party

may terminate this Addendum at any time without cause by giving at least thirty (30) days written notice to the other party. In event of termination of the Addendum, the Agreement shall still remain in full force and effect.

This Addendum is dated and effective as of the last date of execution below.

“CUSTOMER”

“SRP”

Signature

Margaret E. Baker, Manager
Commercial Customer Service

Print Name

Date

Date

SAMPLE

Exhibit C-1
METER LOCATIONS

SAMPLE

Exhibit C-2

TERMS AND CONDITIONS

1. **SCOPE OF SERVICE.** SRP shall provide the Service described in this Addendum. SRP shall perform the Services in accordance with its standard work practices and safety procedures. All Services to be provided by SRP are subject to the availability of necessary SRP personnel, equipment and supplies. SRP shall use its best efforts to complete the Services as requested. SRP may, in its discretion, hire a subcontractor to perform any or all of the Services.
2. **USE OF PREMISES.** Customer shall provide to SRP, at no cost to SRP, a reasonable amount of space for SRP to securely store its tools and materials while SRP is performing the Services. Customer shall provide such supporting drawings, diagrams or other documents as may reasonably be required by SRP to perform the Services. Customer shall provide, at its expense, qualified personnel to provide SRP access to electrical panels, transformers, service equipment and any other parts of the power and grounding distribution system necessary to complete the Services.
3. **LIMITATION OF LIABILITY.** Any other provisions of this Addendum to the contrary notwithstanding, SRP's total liability under this Addendum for all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of the performance or nonperformance of obligations in connection with this Addendum shall not exceed \$500. Further, to the fullest extent permitted by law, SRP shall not be liable to Customer for any special, incidental, indirect or consequential damages whatsoever, including without limitation, lost profits, production losses, production delays or any and all other commercial damages or losses arising out of, resulting from, or in any way related to SRP's performance under this Addendum, even if SRP is advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
4. **ASSIGNMENT.** Neither party may assign any right, delegate any obligation, or transfer any interest in this Addendum without the prior written consent of the other party.
5. **TAXES.** Customer shall reimburse SRP for all lawful federal, state, county and local excise, sales, transaction, privilege, contracting, gross receipts, gross income or other similar taxes (but not net income or payroll taxes) payable by SRP and imposed by federal, state, county or other local authority, upon all charges, fees or other payments referred to in this Addendum.
6. **FORCE MAJEURE.** SRP shall not be liable for failure to perform due to causes beyond its reasonable control such as, but not limited to acts of God, acts of civil or military authorities having jurisdiction, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, failure of telecommunication facilities or the Internet, delays in transportation, railcar shortages, action or inaction by or failure to obtain authorizations or approvals from any governmental agency or authority whose requirements were not reasonably foreseeable, and inability due to causes beyond its reasonable control to obtain necessary labor, supplies, manufacturing facilities, or changes in law. Nothing in this Addendum shall be construed to require SRP to settle a strike or a labor disturbance against its will. If any delay by SRP is attributable to any of the foregoing causes, the date of completion shall be extended for a period equal to the time lost by reason of the delay. SRP shall have no responsibility or liability for costs or expenses to Customer arising out of such delay.
7. **NOTICES.** SRP shall send all invoices and notices to Customer by the United States mail, postage prepaid, to the address provided on page one of this Addendum.

Customer shall send by the United States mail, postage prepaid, all notices or demands to SRP as follows:

Margaret E. Baker
Manager, Commercial Customer Services
Salt River Project
Post Office Box 52025, ISB231
Phoenix, AZ 85072-2025

8. **GOVERNING LAW AND VENUE.** This Addendum shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to conflicts of law principles. SRP and Customer agree that any action, suit, or proceeding arising out of or relating to this Addendum shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury, and covenants and agrees that it will not request a trial by jury, with respect to any legal proceeding arising out of or relating to this Addendum.