

# CITY OF WESTERVILLE, OHIO ELECTRIC DIVISION



## Distributed Energy Resource Interconnection Application

The following information shall be supplied by the Customer or Customer's designated and authorized 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: \_\_\_\_\_ Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Facility Location (if different from above): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Utility Account Number: \_\_\_\_\_

Customer Type:  Commercial/Industrial  Residential

Generating System will be owned by:  Customer  Lease  Developer  
 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 Storage  NG/Propane  
 Diesel  CHP- Please list type: \_\_\_\_\_  Other

Type of generator:  Inverter  Synchronous  Induction

Service characteristics:  Single Phase  Three Phase

Connected voltage: \_\_\_\_\_ V

Total output power AC and DC ratings: \_\_\_\_\_ kW AC \_\_\_\_\_ kW DC

List the reactance for synchronous generators.

Synchronous Reactance: \_\_\_\_\_ Xd%

Transient Reactance: \_\_\_\_\_ X'd%

Subtransient Reactance: \_\_\_\_\_ X''d%

Please list electrical equipment manufacturer & model information where applicable.

Generator: \_\_\_\_\_

Inverter: \_\_\_\_\_

Power Optimizer: \_\_\_\_\_

PV Module: \_\_\_\_\_

Battery: \_\_\_\_\_

Anticipated total annual energy generation output: \_\_\_\_\_ kWh

Please provide documentation to support proposed annual energy output whether manual calculations or software reporting.

Will your resource produce more energy over a 12-month period than will be consumed under the proposed account/meter?  Yes  No

If yes, please indicate the expected annual amount of net energy to be exported (the total kWh produced over the kWh consumed): \_\_\_\_\_ kWh

Short circuit current produced by generator \_\_\_\_\_ Amps

Or single phase (phase to phase) fault current \_\_\_\_\_ Amps

Please include the following supporting documentation:

- 1) Site plan showing lockable, visible, and externally accessible disconnect device and all other electrical equipment attached?  Yes
- 2) Electrical one line diagram for the facility showing all existing and proposed components attached?  Yes
- 3) Specifications for all electrical equipment including PV modules, inverters, power optimizers, filters, battery storage, etc. attached?  Yes
- 4) Copy of most recent general liability insurance coverage attached?  Yes
- 5) Annual energy output supporting documentation attached?  Yes
- 6) Applicable required studies included?
  - 1) System Impact Study  Yes  NA
  - 2) Coordination Study  Yes  NA
  - 3) Harmonic Study  Yes  NA

**Section 3. Installation Information**

The distributed energy system must be installed by a licensed professional with experience in installing systems. NFPA 70 “National Electrical Code (NEC)”, IEEE Std. 1547 “IEEE Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces”, and IEEE Std. “IEEE Standard for Harmonic Control in Electric Power Systems” must be adhered to.

Generating System will be installed by:  Owner  Contractor

Installer/Firm: \_\_\_\_\_ State License #: \_\_\_\_\_

Contact Person : \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Section 4. Interconnection Agreement**

Interconnection Agreement

This Interconnection Agreement (“Agreement”) is made on \_\_\_\_\_ (Month/Day/Year) 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 customer/account number is \_\_\_\_\_, intends to install and operate or cause to be installed and operated a distributed energy resource (the “DER” 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 DER 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 DER. 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:

## 1. Scope of Agreement.

1.1. This Agreement defines the terms and conditions under which Westerville Electric Division and Owner/Operator agree to interconnect. There are three Interconnection Classes that are used to determine the level of screening and studies required for interconnection which are listed in Section 3. Interconnection Class is determined based on the DER size. DER installations will have two capacity ratings: The DC (direct current) rating based on the type, quantity, and configuration of the solar panels, and the AC (alternating current) rating based on the total number of inverters needed per installation. When determining the interconnection classification, the aggregate AC rating will be used.

The table below identifies the interconnection classifications by DER size.

**Table 1. Interconnection Classification**

Class 1	Less than or equal to 15 kW AC
Class 2	Greater than 15 kW AC up to 100 kW AC
Class 3	Greater than 100 kW AC

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, and the Owner/Operator is not permitted to export power or resell without the express written consent of the Westerville Electric Division.

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

1.4. 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 DER. Westerville Electric Division may modify at any time without prior notice to Owner/Operator the applicable service rates, rules, regulations, and tariffs (collectively hereinafter, "Rules").

## 2. 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. Point of Common Coupling (PCC) 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.

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

**3. Establishment of Point of Common Coupling and Required Studies.**

3.1. Westerville Electric Division will evaluate the capability of the existing distribution system and ability of interconnecting the DER based on the studies requirements listed below which are based on the class size of the proposed system. See Table 1 for class size reference.

**Table 2. DER Studies Requirements**

Study	Class Requirement	Entity To Perform Study	Payment Responsibility
Screening	All	Westerville Electric	Customer/Owner
Feasibility	1	Westerville Electric	Customer/Owner
Arc-Flash	3*	3rd Party Consultant of Customer/Owner	Customer/Owner
System Impact, Coordination and Harmonic	2 and 3	3rd Party Consultant of Customer/Owner	Customer/Owner

\*May be requested and required by Westerville Electric Division for Class 2

3.2. Determination of the Point of Common Coupling is at Westerville Electric Division’s sole discretion. Westerville Electric Division and Owner/Operator agree to interconnect the DER at the Point of Common Coupling in accordance with Westerville Electric Division’s Rules incorporated herein by reference. The Interconnection Facilities installed by Owner/Operator shall be consistent with and pursuant to the Rules.

**4. Equipment and Installation Standards.**

4.1. In order to qualify as an eligible DER for this agreement, the Owner/Operator must demonstrate that the DER:

- 4.1.1. Is sized not to exceed the customer’s annual 12-month energy requirements;
- 4.1.2. Is located on the customer’s premises;
- 4.1.3. 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;
- 4.1.4. Complies with all applicable codes, laws, specifications, and Rules.

4.2 Owner/Operator must provide written documentation satisfactory to Westerville Electric Division per the studies requirements of Table 2. that the design specifications of the DER, associated inverter(s), 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:

- 4.2.1. IEEE Standard 1547, entitled “IEEE Standard for Interconnection and Interoperability of Distributed Energy Resources and Associated Electric Power Systems Interfaces”;
- 4.2.2. UL Standard 1741, entitled “Inverters, Converters, Controllers and Interconnection System Equipments for Use with Distributed Energy Resources”;
- 4.2.3. UL Standard 1703, entitled “Flat-Plate Photovoltaic Modules and Panels”;
- 4.2.4. IEEE Standard 1262-1995, entitled “IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules” or IEC Standard 61646;
- 4.2.5. IEEE Standard 929, entitled “IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems”;
- 4.2.6. NFPA 70, entitled “National Electrical Code (NEC)”; and
- 4.2.7 IEEE Standard 519, entitled “IEEE Standard for Harmonic Control in Electric Power Systems.”

4.3 Owner/Operator must provide Thevenin equivalent impedance calculations at the Point of Common Coupling.

4.4 Owner/Operator will provide and cover all associated costs to integrate the DER system status into Westerville Electric Division’s SCADA system for monitoring purposes for all Class 3 and primary voltage connected systems.

4.5. Owner/Operator agrees that the requirements of this Agreement shall be in effect prior to interconnection of any DER equipment with the distribution system. It is the responsibility of Owner/Operator to ensure that this condition is satisfied. If a DER 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 DER system. If such efforts are not practical or effective, Westerville Electric Division may operate or configure its equipment as necessary to isolate the DER system from the distribution system.

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

4.7. Owner/Operator shall provide written certification that the installation of the DER was permitted and inspected by all local building code officials having jurisdiction over the DER 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.

4.8. 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 DER.

4.9. Owner/Operator shall provide all materials, labor, and equipment necessary to deliver the output of the DER to the Point of Common Coupling. 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 DER 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 DER 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 Common Coupling. Payment is required by Owner/Operator prior to execution of such work by Westerville Electric Division. Upon completion of the DER project, Owner/Operator shall be responsible for any additional distribution system modification cost not accounted for initially, as required, to deliver the output of the DER to the Point of Common Coupling. An additional invoice will be generated and must be paid prior to final interconnection of the DER. 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.

4.9.1. 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.

4.9.2. 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 same manner.

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

4.11. Westerville Electric Division shall have the right to open the disconnect means isolating the DER 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 DER to the distribution system as soon as practical following resolution of the issue that required the disconnection. Owner/Operator will take an active interest and make reasonable attempts to ensure that the DER is reconnected within a reasonable period of time.

4.12. In the event the DER manual disconnect switch is opened or the DER 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.

4.13. When the size of the DER system precludes the use of Owner/Operator's service entrance equipment as the Point of Common Coupling, an alternate disconnect means must be designed and provided by Owner/Operator and approved by Westerville Electric Division before installation.

4.14. 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.

## **5. 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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 DER interconnection, and require Owner/Operator to permanently disconnect the DER from the distribution system.

## **6. Metering Requirements.**

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

6.2. If the nameplate rating of the DER be 100 kW AC or greater, telemetry, and metering equipment, including but not limited to equipment with the capability of remotely performing limited operational functions such as shutoff or disconnection, ("telemetry equipment") shall be installed to provide Westerville Electric Division with DER monitoring and performance data and limited remote operational control. The required telemetry 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, they will be solely responsible for supplying the communications link between the telemetry equipment and Owner/Operator's systems for monitoring and remotely controlling the operation and performance of the DER. If the nameplate rating of the DER be less than 100 kW AC, the installation of telemetry equipment by Owner/Operator is at the discretion of the Westerville Electric Division.

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. THE TERMINALS ON BOTH LINE AND LOAD SIDE 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.

## **7. Initial Testing, Startup and Operation.**

7.1. The Owner/Operator shall prepare and provide Westerville Electric Division a System Impact, Coordination, and Harmonic studies for review in accordance with the Studies Requirement listed in Table 2. The Owner/operator shall measure the harmonics at the PCC prior to and after connecting the DER and provide the test results to Westerville Electric Division for review.



7.2 Initial testing, startup, and operation shall not commence until all studies and construction required by Westerville Electric Division to establish the Point of Common Coupling is completed and final payments are made, as required in this Agreement.

7.3. Upon execution of this Agreement, receipt of all required DER documentation and fees, including the final building and electrical inspection by the local code enforcement personnel and upon request by Owner/Operator, an authorized representative of Westerville Electric Division shall audit the DER installation to ensure operational and interconnection requirement compliance. A successful audit and test may result in, but does not guarantee, an immediate interconnection of the DER.

7.4. In the event that Westerville Electric Division determines, in the exercise of its sole discretion as a result of the required audit, that the DER is unacceptable for interconnection, Westerville Electric Division shall provide Owner/Operator written notice of the DER deficiencies, including but not limited to, safety and/or reliability risks. Such notice shall include a list of all noted DER 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 DER audit will prevent interconnection until all deficiencies have been remedied to the complete satisfaction of Westerville Electric Division.

#### **8. Metering and Compensation for Excess Electric Energy Supplied to the Westerville Electric Division Electric Distribution System by Owner/Operator DER.**

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 DER 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 DER 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.

#### **9. Westerville Electric Division's Right to Disconnect the DER.**

9.1. Westerville Electric Division shall have the right to disconnect Owner/Operator's DER 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 DER 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 DER 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 DER;

9.1.5. Westerville Electric Division's identification of un-inspected or unapproved equipment, or modifications to the DER after initial approval; or

9.1.6. Recurring abnormal operation, substandard operation or inadequate maintenance of DER.

9.1.7. The occurrence of electrical harmonics in the Electric System that exceed the parameters of the most recently issued IEEE Standard 519, entitled "IEEE Standard for Harmonic Control in Electric Power Systems".

9.2. Westerville Electric Division shall have the right to disconnect Owner/Operator's DER 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 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 DER, 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 DER 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 DER was disconnected from the distribution system.

## **10. DER Operation and Maintenance Requirements.**

10.1. Owner/Operator shall operate and maintain the DER 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 DER. Westerville Electric Division shall have the right to audit the DER prior to its reconnection to the distribution system.

10.4. Westerville Electric Division shall have the right to periodically audit the DER installation and test protective equipment or request testing reports 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 DER 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.

10.7 In the event of the Westerville Electric Division distribution system power loss at the PCC and the system's inverters enter into a rapid shutdown state, the Owner/Operator must coordinate and receive permission from Westerville Electric Divisions to conduct a manual start up of the DER system. Under no circumstances may any system reclose at the PCC from an islandign state.

## **11. 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 renewable energy programs. Owner/Operator retains all RECs generated by this DER facility.

## **12. 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.

### **13. 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 DER.

13.2. Westerville Electric Division may perform periodic inspections and testing of the DER 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 DER is performing in an abnormal or unsafe manner on a recurring basis, Westerville Electric Division shall have the right to immediately disconnect the DER 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 process for DER interconnection as it exists at the time of reapplication.

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 DER 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.

### **14. Notification.**

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

**Owner/Operator**

**Westerville Electric Division**

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

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

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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

**15. 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:

15.2.1. Notify the other Party in writing, by telephone or electronic transmission within a reasonable time after the occurrence of the event;

15.2.2. Be excused only while such *Force Majeure* event exists; and,

15.2.3. 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 City of Westerville and 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.

**Owner/Operator**

**Westerville Electric Division**

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

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Submission Instructions**

Please email application and all required documentation to [WEDapplications@westerville.org](mailto:WEDapplications@westerville.org) or deliver to the address below. A \$75 application fee must be paid in the form of a check. Confirmation of receipt will be supplied within 5 business days of submission. Please allow up to 10 business days for application review and a response with next steps.

Westerville Electric Division 139 E. Broadway Ave, Westerville, OH 43081