



## STANDARD INTERCONNECTION AGREEMENT

### **A. Standard Information**

#### **1. Customer Information:**

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

*(First, Middle, Last)*

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

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

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

Electric Account Number associated with Interconnecting Facility: \_\_\_\_\_

#### **2. Generation Facility Information:**

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

System Type (select one):     Solar         Other: \_\_\_\_\_

Generator Type:         Single Phase    -or-     Three Phase

*Report data below in Alternating Current (AC).*

Generator's Maximum Power Rating (kW): \_\_\_\_\_ Capacity Factor: \_\_\_\_\_

Inverter Manufacturer: \_\_\_\_\_ Inverter Model: \_\_\_\_\_

Inverter Power Rating (kW) \_\_\_\_\_

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

Generator's Maximum Monthly Production (kWh): \_\_\_\_\_

Manual Disconnect Location: \_\_\_\_\_

*\*Attach a detailed electrical diagram of the Interconnecting Facility\**

#### **3. Installation Information**

Electrical Contractor: \_\_\_\_\_ License Number: \_\_\_\_\_

Installed by: \_\_\_\_\_ Qualifications/Credentials: \_\_\_\_\_

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

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

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

#### **4. Certification & Approval**

This system has been installed in compliance with the local Building/Electrical Code of the City of Conway, Arkansas.

Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(In lieu of signature of inspector, a copy of the final inspection certificate may be attached)*

Facility Interconnection Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Metering Facility Verified: \_\_\_\_\_ Date: \_\_\_\_\_

## **B. Interconnection Agreement Terms & Conditions**

1. *Customer Assurances.* By executing this document, Customer assures Conway Corporation that the system has been installed in accordance with Conway Corporation Net Metering and Distributed Generation Rules, that the Customer has been given system warranty information and operation manuals, and that Customer has been instructed in the safe operation of the system.

2. *Interruption or Reduction of Deliveries.* Conway Corporation shall not be obligated to accept and may require Customer to interrupt or reduce deliveries when necessary to construct, install, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices. Whenever possible, Conway Corporation shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required. Notwithstanding any other provision of this Agreement, if at any time Conway Corporation reasonably determines that either the facility may endanger the Conway Corporation's personnel or other persons or property, or the continued operation of the Customer's facility may endanger the integrity or safety of Conway Corporation's electric system, Conway Corporation shall have the right to disconnect and lock out Customer's facility from the Conway Corporation electric system. Customer's facility shall remain disconnected until Conway Corporation is reasonably satisfied that the conditions referenced in this Section have been corrected.

*Interconnection.* Customer shall deliver the as-available energy to Conway Corporation at Conway Corporation's meter. Conway Corporation shall furnish and install one standard kilowatt hour meter. If a new meter socket is required, the customer shall purchase an approved meter socket from Conway Corporation's warehouse location. The meter socket and any related interconnection equipment shall be installed by the customer's licensed electrician. All metering and

interconnection equipment shall be installed per Conway Corporation's technical requirements, including safety and performance standards. Customer shall submit a Standard Interconnection Agreement to Conway Corporation at least sixty (60) days prior to the date the customer intends to interconnect to Conway Corporation's facilities. Part A, Standard Information, Sections 1 through 3 of the Standard Interconnection Agreement must be completed and valid. Customer must have all equipment necessary to complete the interconnection prior to such notification. If mailed, the date of notification shall be the third day following the mailing of the Standard Interconnection Agreement.

3. *Required Upgrades.* If Conway Corporation's existing facilities are not adequate for interconnection, the Customer shall pay the cost of additional or reconfigured facilities prior to the installation or reconfiguration of the facilities.

4. *Manual Disconnect.* To prevent an Interconnecting Customer from back-feeding a de-energized line, Customer must install a manual disconnect switch with lockout capability that is accessible to Conway Corporation personnel at all hours.

5. *National Safety Standards.* Customer, at his own expense, shall meet all safety and performance standards adopted by Conway Corporation and established by local and national electrical codes including the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the National Electrical Safety Code (NESC), and Underwriters Laboratories (UL).

6. *Local Safety Standards.* Customer, at his own expense, shall meet all safety and performance standards adopted by Conway Corporation that are necessary to assure safe and reliable operation of the Interconnecting Facility to Conway Corporation's system.

7. *Operation Contingent on Inspection and Approval.* Customer shall not commence Parallel

Operation of an Interconnecting Facility until the Facility has been inspected and approved by Conway Corporation. Such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Conway Corporation's approval to operate the Customer's Interconnecting Facility in parallel with the Conway Corporation's electrical system should not be construed as an endorsement, confirmation, warranty, guarantee, or representation concerning the safety, operating characteristics, durability, or reliability of Customer's Interconnecting Facility.

8. *Modifications or Changes.* Prior to being made, Customer shall notify Conway Corporation of, and Conway Corporation shall evaluate, any modifications or changes to the Interconnecting Facility described in Part A, Standard Information, Section 2 of the Standard Interconnection Agreement. The notice provided by Customer shall provide detailed information describing the modifications or changes to Conway Corporation in writing, including a revised Standard Interconnection Agreement that clearly identifies the changes to be made. Conway Corporation will seek to review the proposed changes to the facility and provide the results of its evaluation to Customer, in writing, within thirty (30) calendar days of receipt of Customer's proposal. Any items that would prevent Parallel Operation due to violation of applicable safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations. If Customer makes such modification without Conway Corporation's prior written authorization and the execution of a new Standard Interconnection Agreement, Conway Corporation shall have the right to suspend all services.

9. *Maintenance and Permits.* Customer shall obtain any governmental authorizations and permits required for the construction and operation of the Interconnecting Facility and related equipment. Customer shall maintain the Interconnecting Facility and related equipment in a safe and reliable manner and in conformance with all applicable laws and regulations.

10. *Access to Premises.* Conway Corporation may enter the Customer's premises to inspect the Customer's protective devices and read or test the meter. Conway Corporation may disconnect the Interconnecting Facilities without notice if Conway Corporation reasonably believes a hazardous condition exists and such immediate action is necessary to protect persons, or Conway Corporation's facilities, or property of others from damage or interference caused by Customer's facilities, or lack of properly operating protective devices.

11. *Liability and Indemnity.* **NEITHER CONWAY CORPORATION, ITS OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY CLAIMS, DEMANDS, COSTS, LOSSES, CAUSES OF ACTION, OR ANY OTHER LIABILITY OF ANY NATURE OR KIND, ARISING OUT OF THE ENGINEERING, DESIGN, CONSTRUCTION, OWNERSHIP, MAINTENANCE OR OPERATION OF, OR THE MAKING OF REPLACEMENTS, ADDITIONS OR BETTERMENT TO, OR BY FAILURE OF, CUSTOMER'S FACILITIES BY CUSTOMER OR ANY OTHER PERSON OR ENTITY. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF CONWAY, ARKANSAS AND CONWAY CORPORATION (COLLECTIVELY REFERRED TO AS "CITY"), ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGES, EXPENSE AND LIABILITY TO THIRD PERSONS FOR INJURY TO OR DEATH OF PERSONS OR INJURY TO PROPERTY CAUSED BY CUSTOMER'S ENGINEERING, DESIGN, CONSTRUCTION, OWNERSHIP, MAINTENANCE OR OPERATIONS OF, OR THE MAKING OF REPLACEMENTS, ADDITIONS OR BETTERMENT TO, OR BY FAILURE OF, ANY OF CUSTOMER'S WORKS OR FACILITIES USED IN CONNECTION WITH THIS AGREEMENT BY REASON OF OMISSION OR NEGLIGENCE, WHETHER ACTIVE OR PASSIVE. CUSTOMER SHALL, ON CITY'S REQUEST, DEFEND ANY SUIT**

**ASSERTING A CLAIM COVERED BY THIS INDEMNITY. CUSTOMER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY THE CITY IN ENFORCING THIS INDEMNITY.**

12. *Term of Agreement.* This Agreement shall be effective when signed by both parties and continue until modified or terminated in accordance with its terms or applicable ordinances, regulations or other laws.

13. *Assignment.* This Agreement and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their personal representatives, heirs, successors, and assigns. Customer shall not assign this Agreement or any

part hereof without the prior written consent of Conway Corporation, and such unauthorized assignment may result in termination of this Agreement

14. **WARNING. POSSIBLE RULES OR RATE CHANGES, OR BOTH, THAT AFFECT THE OPERATION OR FINANCIAL FEASIBILITY OF AN INTERCONNECTING FACILITY COULD OCCUR IN THE FUTURE. INTERCONNECTING FACILITY OWNERS ARE ADVISED THAT THEY MUST REMAIN AWARE OF AND COMPLIANT WITH ALL LAWS AND REGULATIONS.**

**Customer Certification**

I hereby certify that all information provided is true and correct, to the best of my knowledge, and that I have read and understand the Terms and Conditions of this Agreement

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives.

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

Print: \_\_\_\_\_

Signed: \_\_\_\_\_

**Conway Corporation Certification**

I hereby certify that: (1) I am a duly authorized representative of Conway Corporation; (2) I have examined the documents and generating facility proposed for interconnection described in Part A, Sections 1-3; and (3) I have determined that interconnection is authorized in accordance with the City of Conway's ordinances and Conway Corporation's regulations.

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

Print: \_\_\_\_\_

Signed: \_\_\_\_\_