

**OWCD AGREEMENT FOR INTERCONNECTION
of CUSTOMER OWNED DISTRIBUTED GENERATION**

REVISION NO.: 0

EFFECTIVE: 08/1/2023

Date _____

This Agreement for Interconnection of Customer Owned Distributed Generation ("Agreement") is made and entered into this day of _____, 20____ by OWCD, and Customer (*please print name*) _____, a Distributed Generation Owner / Operator ("DG Owner / Operator"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

This Agreement provides for the safe and orderly operation of the electrical facilities interconnecting the DG Owner / Operator's facility at service location stated below and the electrical distribution facility owned by OWCD.

Service Location:

Type of Service: ___ Residential **OR** ___ Small General Service

This Agreement does not supersede any requirements of any OWCD by-laws, applicable tariffs, rates, standards, procedures, rules and regulations otherwise applicable to DG Owner / Operator whether currently existing or later adopted.

- 1. Intent of Parties:** It is the intent of the DG Owner/Operator to interconnect a Customer Owned Distributed Generation (DG) System to OWCD's electrical grid in order to offset electric power supplied by OWCD.

It is the intent of DG Owner/Operator to operate the DG facilities in a way that ensures the safety of the public and the OWCD personnel.

It is the intent of OWCD to operate the OWCD distribution system to maintain a high level of service to their customers and to maintain a high level of power quality.

- 2. Operating Authority:** The DG Owner/Operator is responsible for understanding operating procedures and standards for the Distributed Generation System. The DG Owner/Operator is responsible for operating and maintaining the generator facility in accordance with all applicable safety and electrical codes, applicable laws, and OWCD operational standards.

OWCD shall ensure that the DG Owner / Operator is aware of the provisions of any applicable OWCD operating procedures and regulations relating to the safe operation of the OWCD electrical power system.

The operating authority for the DG System is:

Name: _____

Mailing Address: _____

Phone Number: _____

- 3. Suspension of Interconnection:** It is intended that the interconnection should not compromise OWCD's protection or operational requirements. The operation of the DG Owner/Operator's System and the quality of electric energy supplied by DG Owner/Operator shall meet the standards as specified by OWCD. If the operation of the DG Owner/Operator's system or quality of electric energy supplied (in the case of power export) does not meet the standards as specified, then OWCD will notify DG Owner / Operator to take reasonable and expedient corrective action. OWCD shall have the right to disconnect the DG Owner/Operator's System, until compliance is reasonably demonstrated. Notwithstanding, OWCD may in its sole discretion disconnect the DG Owner/Operator's generating

plant from the Distribution Facility without notice if the operation of the generating plant imposes a threat, in the District's sole judgment, to life or property.

4. **Rates and Fees:** OWCD's electricity rates and all other fees are subject to change. These changes may positively or negatively impact any potential economic attributes of your DG System. As is the case for all customers, the DG Owner / Operator is subject to any and all of these changes. **Any projections of the economic attributes of your system, regardless of the source, are not approved by or binding on OWCD.**

DG Owner / Operator Initials: _____

5. **Maintenance Outages:** Maintenance outages will occasionally be required on OWCD's system, and the District will provide as much notice and planning as practical to minimize downtime. It is noted that in some emergency cases such notice may not be practical. Compensation will not be made for unavailability of OWCD's facilities due to outages.
6. **Access:** Access is required at all times by OWCD or its authorized representative to the DG Owner / Operator's plant site for maintenance, operating and meter reading. OWCD reserves the right, but not the obligation, to inspect the DG Owner / Operator's facilities.
7. **Liability and Indemnification:** DG Owner/Operator shall assume all liability for and shall indemnify OWCD for, from and against any claims, losses, costs, and expenses of any kind or character to the extent that they result from DG Owner/Operator's conduct and/or the design, construction or operation of DG Owner/Operator's facility.
8. **Term:** This document is intended to be valid for the period of time that the DG Owner/Operator's System is connected to OWCD's distribution system. It may be canceled by either party with not less than thirty (30) days' notice to the other party. The DG Owner/Operator's System will be disconnected from OWCD's system if the contract is canceled.
9. **Governing Law and Attorney's Fees:** This Agreement shall be governed by Arizona law and if any Party brings any action in respect to its rights under this Agreement, the prevailing Party shall be entitled to reasonable fees and court costs, as determined by the court.
10. **Assignment.** OWCD has to consent to the "Assignment" of this Agreement as a condition of its transfer to "Assignee"

PLEASE NOTE: OWCD is **not** responsible for the workmanship or materials of the Customer's installation contractor. OWCD does **not** inspect the installation of the system on your roof.

AGREED TO BY DG OWNER/OPERATOR:

OWCD

Name: _____

Name: Scott Saline

Address: _____

Address: 160 N Pasadena

Mesa, AZ 85201-6764

Email Address (Required): _____

Signature: _____

Signature: _____

Date: _____

Date: _____