



DE 14-099

Knollwood Energy of MA LLC
P.O. Box 30
Chester, New Jersey 07930

NHPUC 11 APR '14 PM 12:02

April 9, 2014

Debra A. Howland
Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

Dear Ms Howland,

Enclosed please find the application for Richard Binder to be part of the Knollwood Energy of MA LLC (NH-II-13-089) Class II Photovoltaic aggregation for New Hampshire Renewable Energy Certificates (RECs) generated from customer-sited sources, pursuant to New Hampshire Code of Administrative Rules Puc 2506.

Customer and Facility Information

Richard Binder
31 Fairmount St.
Nashua, NH 03054
603-882-5384
richard@virtualcrate.com

The Nepoch GIS ID # for this facility is: NON 39981. Also enclosed are the Simplified Process Interconnection Application and Service Agreement and Certificate of Completion for Simplified Process Interconnections. An electronic version has been sent to executive.director@puc.nh.gov.

Please do not hesitate to contact me if you have any questions regarding this application.

Thank you for your consideration,

Alane Lakritz

Alane Lakritz
President
Knollwood Energy of MA LLC
862-432-0259
908-955-0593 (fax)
Alane@KnollwoodEnergy.com

Enclosures (3)

LINKED



State of New Hampshire Public Utilities Commission

21 S. Fruit Street, Suite 10, Concord, NH 03301-2429



DRAFT APPLICATION FORM FOR RENEWABLE ENERGY CERTIFICATE (REC) ELIGIBILITY FOR CLASS I AND CLASS II SOURCES WITH A CAPACITY OF 100 KILOWATTS OR LESS

Pursuant to New Hampshire Administrative Code [Puc 2500](#) Rules including Puc 2505.08, Certification of Certain Customer-Sited Sources

- Please submit one (1) original and two (2) paper copies of the completed application and cover letter* to:
Debra A. Howland, Executive Director, New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10, Concord, NH 03301-2429
- Send an electronic version of the completed application and the cover letter electronically to executive_director@puc.nh.gov.
- The cover letter must include complete contact information and identify the renewable energy class for which the applicant seeks eligibility. Pursuant to Puc 2505.01, the Commission is required to render a decision on an application within 45 days of receiving a completed application.

If you have any questions please contact Barbara Bernstein at (603) 271-6011 or Barbara.Bernstein@puc.nh.gov.

- Photovoltaic (PV) solar facilities are Class II resources. Contact Barbara.Bernstein@puc.nh.gov for assistance.

Eligibility Requested for: Class I Class II Check here X if this facility part of an aggregation.

If the facility is part of an aggregation, please list the aggregator's name. Knollwood Energy of MA

- Provide the following information for the owner of the PV system.

Applicant Name Richard Binder Email richard@virtualcrate.com

Address 31 Fairmount St. City Nashua State NH Zip 03054

Telephone 603.882.5384 Cell _____

- For business applicants, provide the facility name and contact information (if different than applicant contact information).

Facility Name _____ Primary Contact _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Cell _____

Email address: _____

- Provide a complete list of the equipment used at the facility, including the revenue grade REC meter, and, if applicable, the inverter. Your facility will not qualify for RECs without a REC meter.

equipment	quantity	Type	equipment	quantity	Type
PV panels	44	Sanyo HIT240S	other		
Inverter	44	Power One micro-0.25	other		
meter	1	Hialeah KWHR meter	other		

- A copy of the interconnection agreement and the approval to operate your PV system from your electric utility must be included with your application.
- For PSNH customers, both the *Simplified Process Interconnection Application* and *Exhibit B - Certificate of Completion* are required.

What is the nameplate capacity of your facility (found on your interconnection agreement)? 10.56

What was the initial date of operation (the date your utility approved the facility)? 8/26/2013

- Provide the name, license number and contact information of the installer, or indicate that the equipment was installed directly by the customer.

Installer Name Big Sky Renewable Energy LLC Contact Brian Roy License # (if applicable) _____

Address 4 Bicentennial Sq City Concord State: NH Zip 03301

Telephone 603.491.2702 email brian@bigskyre.com

If the equipment was installed directly by the customer, please check here:

- Provide the name and contact information of the equipment vendor.

Check here if the installer provided the equipment and proceed to the next question.

Business Name SimpleRay LLC Contact _____

Address 705 Raymond Ave Suite 220 City Saint Paul State MN Zip 55114

Telephone 800.952.3235 email sales@simpleray.com

- If an independent electrician was used, please provide the following information.

Electrician's Name Troy Cory License # 12571M

Business Name A1 Electric Email _____

Address 54 Healey Rd City Candia State NH Zip 03034

- Complete the following checklist. If you have questions, contact barbara.bernstein@puc.nh.gov.

CHECK LIST: The following has been included to complete the application:	YES
• All contact information has been provided.	
• A copy of the interconnection agreement. PSNH Customers should include both <i>the Interconnection Standards for Inverters Sized up to 100 KVA</i> and <i>Exhibit B – Certification of Completion for Simplified Process Interconnection</i> .	
• Documentation of the distribution utility’s approval of the installation.*	
• If the facility is participating in another state’s renewable portfolio standard (RPS) program, documentation of certification in other state’s RPS.	
• A signed and notarized attestation.	
• A GIS number obtained from the GIS Administrator.	
• The document has been printed and notarized.	
• The original and 2 copies are included in the packet mailed to Debra Howland, Executive Director of the PUC.	
• An electronic version of the completed application has been sent to executive.director@puc.nh.gov .	
<i>*Usually included in the interconnection agreement.</i>	

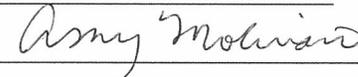
- If the application has been prepared by someone other than the applicant, complete the following. If the application was prepared by the applicant, check here and skip this section.

PREPARER'S INFORMATION

Preparer's Name Amy Molinaro Email address: amy@knollwoodenergy.com

Address PO Box 30 City Chester State NJ Zip 07930

Telephone 862-432-5908 Cell _____

Preparer's Signature: 

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
INTERCONNECTION STANDARDS FOR INVERTERS
SIZED UP TO 100 KVA (Continued)

RECEIVED
AUG 2 2013

BY:.....

Exhibit B - Certificate of Completion for Simplified Process Interconnections

Installation Information:

Check if owner-installed

Customer or Company Name (print): Richard Binder

Contact Person, if Company: _____

Mailing Address: 31 Fairmount St

City: Nashua State: NH Zip Code: 03064

Telephone (Daytime): 603.882.5382 (Evening): _____

Facsimile Number: _____ E-Mail Address: richard2virtualcrate.com

Address of Facility (if different from above): _____

City: _____ State: _____ Zip Code: _____

Generation Vendor: _____ Contact Person: _____

I hereby certify that the system hardware is in compliance with Puc 900.

Vendor Signature: _____

Date: _____

Electrical Contractor's Name (if appropriate): Troy Cory

Mailing Address: 54 Healey Rd

City: Candia State: NH Zip Code: 03034

Telephone (Daytime): 603.625.9599 (Evening): _____

Facsimile Number: _____ E-Mail Address: a1electric@yahoo.com

License number: 12571M

Date of approval to install Facility granted by the Company: 5/24/13 Installation Date: _____

Application ID number: _____

Inspection:

The system has been installed and inspected in compliance with the local Building/Electrical Code of

Nashua / Hillsborough

(City/County)

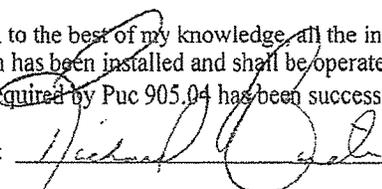
Signed (Local Electrical Wiring Inspector, or attach signed electrical inspection): See attached signed electrical permit

Name (printed): _____

Date: _____

Customer Certification:

I hereby certify that, to the best of my knowledge, all the information contained in this Interconnection Notice is true and correct. This system has been installed and shall be operated in compliance with applicable electrical standards. Also, the initial start up test required by Puc 905.04 has been successfully completed.

Customer Signature:  Date: 8-27-13



Residential ELECTRICAL

Application / Permit

Rough _____ Date _____ Received by DM
 Service Richard Binder Date 7-26-13
 Final _____ Date 7-12-13

Address 31 Fairmount St
 Owner Richard Binder
 Single Family Multi-Family New Addition/Renovation

Project # 2013-01230-01
 Date Issued 7-26-13
 Property Acct # 1852

Item	Fee	Quantity	Total
<i>If the following items are included with any other work listed below in this section, there is no additional fee. (Example: If doing new construction, there is no charge for the house meter.) The higher price will prevail.</i>			
NEW CONSTRUCTION, ADDITIONS, RENOVATIONS		Sq. ft.	
Per square feet of habitable area	.065		
SERVICE ENTRANCE (new dwelling only)	27.50		
HOUSE METER	44.00		
SERVICE CHANGE <i>PSNH form to be filled out when permit is issued</i>			
Up to 3 units	44.00		
Each additional unit	9.00		
ADDING SUB-PANEL (each)	19.00		
ADDING or RELOCATING METERS <i>PSNH form to be filled out when permit is issued</i>	44.00		
2 POOLS (in-ground)	44.00		
3 TEMPORARY SERVICE (each)	38.50		
4 OTHER Miscellaneous work not covered above (each) Describe: <u>Wiring for solar panels</u>	33.00	1	33-
5 REINSPECTION for same work due to failure to pass initial inspection or unavailability of premises at time of initial inspection	50.00		
6 SURCHARGE for permits issued after construction started without a permit * 100% of applicable fee, but not to exceed \$250. Such violations also subject to criminal penalties under NH law.	* \$250.00		
Subtotal			
7 APPLICATION FEE (non-refundable)	25.00		\$25.00
MINIMUM TOTAL FEE \$58.00	Receipt # <u>13-03132</u>	TOTAL	<u>58-</u>

Contractor A-1 Electric Tracy Corey License # 12571M
 Address 54 Healey Rd City Cardia State NH ZIP 03034

I, the undersigned, notify the City of Nashua there will / will not be a need to abate asbestos containing material while performing work on this permit. All state and local health laws pertaining to the disposal of waste material are to be abided by. The applicant shall contact the Environmental Health Department, 18 Mulberry St., 589-4530. I certify the owner of record authorizes the proposed work and I have been authorized by the owner to make this application as his agent and we agree to conform to all applicable laws of the City of Nashua. I attest all statements made on this application are true to the best of my knowledge. Applicants are advised that the making of a false statement on this form is a criminal offense.

Thomas Cow 361 5701 Dawn Michaels
 Signature of contractor or person making application Telephone number Building Official or Designee

CALL 589-3080 ONE DAY IN ADVANCE FOR AN INSPECTION
 Please have your project number, address, and type of inspection ready so we may expedite your inspection request
POST THIS CARD SO IT IS VISIBLE FROM THE STREET



BUILDING PERMIT

City of Nashua, City Hall, 229 Main St, PO Box 2019
Nashua NH 03061-2019 (603) 589-3080

Project # 2013-01236

Date: 07/31/2013

51852

Mailing Address: 31 FAIRMOUNT ST
Specific Location: 31 FAIRMOUNT ST

Owner BINDER, RICHARD F &
BARBARA H

Address: 31 FAIRMOUNT ST
City / State / Zip: NASHUA NH 03064-2523
Phone: () -

Property Acct # 1856
Const. Type: 5B

Proposed Use: R-3
Improvement Type: 131
Lot size: 60,632
New or Renov Area:

Commercial? No
Sheet: 0062
Lot: 00097
PAACT: 1856
Zone:
Units: ,
Cost: \$ 55,700.00

Permit Description: ROOF FRAMING IMPROVEMENTS PER ENGR'S REPORT TO SUPPORT NEW SOLAR ARRAY ON THE ROOF OF THE MAIN HOUSE. SYSTEM WILL CONSIST OF SOLAR MODULES, MICRO INVERTERS, RACKING AND ALL WIRING. ALSO

Zoning:

BUILDING PERMIT CONDITIONS

[Signature]
Signature of Owner or Designee

603.991.2702
Telephone Number

[Signature]
Building Official or Designee

POST THIS CARD SO IT IS VISIBLE FROM THE STREET

PERMIT WILL BECOME NULL AND VOID IF CONSTRUCTION IS NOT STARTED WITHIN 180 DAYS OF DATE ISSUED
CALL THE BUILDING DEPT ONE DAY IN ADVANCE TO SET UP AN INSPECTION (603) 589-3080
Please have your project/permit #, address, and type of inspection ready so we may expedite your inspection request.

ELECTRICAL, PLUMBING, AND MECHANICAL (Heat/Air Conditioning) PERMITS ARE REQUIRED WHERE APPLICABLE.

Approved plans must be retained on the job and this card kept posted until final inspection has been made. For new single and two family buildings, certified plot plans must be filed with the Department of Building Safety no later than when requesting a frame inspection. A Certificate of Occupancy (CO) is required and the building shall not be occupied until final inspection has been made and a CO secured from the Department of Building Safety.

This permit conveys no right to occupy any street, alley or sidewalk or any part thereof, either temporarily or permanently. Encroachments on public property, not specifically permitted under the building code, must be approved by the jurisdiction. Street or alley grades as well as depth and location of public sewers may be obtained from the Department of Public Works. The issuance of this permit does not release the applicant from any applicable subdivision or site plan conditions.

It is the property owner's responsibility to insure that construction takes place within the legal confines of the properties' setbacks according to Zoning Regulations for that property. Failure to do so can result in the removal or relocation of the new construction at the owner's expense, to meet Zoning Regulations.

BUILDING INSPECTION RECORD - Additional inspections may be necessary depending upon specific circumstances

1. Footings	4. Rough frame / Fire stopping	Comments
2. Foundation Walls	5. Ceiling grid	
3. Masonry walls	6. Insulation	
Note: After the above work has been approved, the project may proceed. Any electrical, plumbing or mechanical rough inspections must be approved before a rough frame inspection can be approved.		
Final - REQUIRED FOR ALL PERMITS		<i>[Signature]</i>

CO required: Yes No

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
INTERCONNECTION STANDARDS FOR INVERTERS
SIZED UP TO 100 KVA (Continued)

Simplified Process Interconnection Application and Service Agreement

Contact Information: Date Prepared: 5/16/13
Legal Name and Address of Interconnecting Customer (or, Company name, if appropriate)
Customer or Company Name (print): Richard Binder
Contact Person, if Company: _____
Mailing Address: 31 Fairmont St
City: Nashua State: NH Zip Code: 03064
Telephone (Daytime): 603.882.5384 (Evening): _____
Facsimile Number: _____ E-Mail Address: richard@virtualcrate.com

Alternative Contact Information (e.g., system installation contractor or coordinating company, if appropriate):
Name: Brian Roy / Big Sky Renewable Energy LLC
Mailing Address: 6 Green St
City: Hooksett State: NH Zip Code: 03106
Telephone (Daytime): 603.491.2702 (Evening): _____
Facsimile Number: _____ E-Mail Address: brian@bigskyre.com

Electrical Contractor Contact Information (if appropriate):
Name: A1 Electric LLC Telephone: 603.625.9599
Mailing Address: 27 Monroe Dr
City: Hooksett State: NH Zip Code: 03106

Facility Information:
✓ Address of Facility: 31 Fairmont St
City: Nashua State: NH Zip Code: 03064
Electric Service Company: PSNH Account Number: 56444790034 ✓ Meter Number: ~~093675001~~ 693675005
Electricity Supply Company: PSNH Account Number: 56444790034
Generator/Inverter Manufacturer: Power One ✓ Model Name and Number: MICRO-0.25 ✓ Quantity: 24 ✓
Nameplate Rating: 250 (kW) _____ (kVA) 240 (AC Volts) Single or Three _____ Phase
System Design Capacity: 5.76 (kVA) _____ (kVA) Battery Backup: Yes _____ No
Net Metering: If Renewably Fueled, will the account be Net Metered? Yes No _____
Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell Turbine Other _____
Energy Source: Solar Wind Hydro Diesel Natural Gas Fuel Oil Other
UL 1741.1 (IEEE 1547.1) Listed? Yes No _____ External Manual Disconnect: Yes No _____
✓ Estimated Install Date: 6/1/13 Estimated In-Service Date: 6/15/13

6KW

CONFIRMED
w/ BRIAN ROY

Interconnecting Customer Signature
I hereby certify that to the best of my knowledge, all of the information provided in this application is true and I agree to the Terms and Conditions on the following page:
Customer Signature: Richard Binder Title: _____ Date: 5/16/13
Please attach any documentation provided by the inverter manufacturer describing the inverter's UL 1741 listing.

Approval to Install Facility (For Company use only)
Installation of the Facility is approved contingent upon the terms and conditions of this Agreement, and agreement to any system modifications, if required (Are system modifications required? Yes _____ No To be Determined _____)
Company Signature: Muhammad Mofleh Title: SR. ENGINEER Date: 5-24-13

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
INTERCONNECTION STANDARDS FOR INVERTERS
SIZED UP TO 100 KVA (Continued)

Company waives inspection/Witness Test? Yes ___ No

Terms and Conditions for Simplified Process Interconnections

1. **Construction of the Facility.** The Interconnecting Customer may proceed to construct the Facility in compliance with the specifications of its Application once the Approval to Install the Facility has been signed by the Company.
2. **Interconnection and operation.** The Interconnecting Customer may operate Facility and interconnect with the Company's system once the all of the following has occurred:
 - 2.1. **Municipal Inspection.** Upon completing construction, the Interconnecting Customer will cause the Facility to be inspected or otherwise certified by the local electrical wiring inspector with jurisdiction.
 - 2.2. **Certificate of Completion.** The Interconnecting Customer returns the Certificate of Completion to the Agreement to the Company at address noted.
 - 2.3. **Company has completed or waived the right to inspection.**
3. **Company Right of Inspection.** The Company will make every attempt within ten (10) business days after receipt of the Certificate of Completion, and upon reasonable notice and at a mutually convenient time, conduct an inspection of the Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with the Interconnection Standard. The Company has the right to disconnect the Facility in the event of improper installation or failure to return Certificate of Completion. All projects larger than 10 kVA will be witness tested, unless waived by the Company.
4. **Safe Operations and Maintenance.** The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the Facility.
5. **Disconnection.** The Company may temporarily disconnect the Facility to facilitate planned or emergency Company work.
6. **Metering and Billing.** All renewable Facilities approved under this Agreement that qualify for net metering, as approved by the Commission from time to time, and the following is necessary to implement the net metering provisions:
 - 6.1. **Interconnecting Customer Provides:** The Interconnecting Customer shall furnish and install, if not already in place, the necessary meter socket and wiring in accordance with accepted electrical standards. In some cases the Interconnecting Customer may be required to install a separate telephone line.
 - 6.2. **Company Installs Meter.** The Company will make every attempt to furnish and install a meter capable of net metering within ten (10) business days after receipt of the Certificate of Completion if inspection is waived, or within 10 business days after the inspection is completed, if such meter is not already in place.
7. **Indemnification.** Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.
8. **Limitation of Liability.** Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
9. **Termination.** This Agreement may be terminated under the following conditions:
 - 9.1. **By Mutual Agreement.** The Parties agree in writing to terminate the Agreement.
 - 9.2. **By Interconnecting Customer.** The Interconnecting Customer may terminate this Agreement by providing written notice to Company.
 - 9.3. **By Company.** The Company may terminate this Agreement (1) if the Facility fails to operate for any consecutive 12 month period, or (2) in the event that the Facility impairs or, in the good faith judgment of the Company, may imminently impair the operation of the electric distribution system or service to other customers or materially impairs the local circuit and the Interconnecting Customer does not cure the impairment.
10. **Assignment/Transfer of Ownership of the Facility.** This Agreement shall survive the transfer of ownership of the Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.
11. **Interconnection Standard.** These Terms and Conditions are pursuant to the Company's "Interconnection Standards for Inverters Sized Up to 100 kVA" for the Interconnection of Customer-Owned Generating Facilities, as approved by the Commission and as the same may be amended from time to time ("Interconnection Standard"). All defined terms set forth in these Terms and Conditions are as defined in the Interconnection Standard (see Company's website for the complete document).

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
INTERCONNECTION STANDARDS FOR INVERTERS
SIZED UP TO 100 KVA (Continued)

Simplified Process Interconnection Application and Service Agreement

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Facsimile Number: E-Mail Address: brian@bigskyre.com

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Name: A1 Electric LLC Telephone: 603.625.9599
Mailing Address: 27 Monroe Dr
City: Hooksett State: NH Zip Code: 03106

Facility Information:
Address of Facility: 31 Fairmont St
City: Nashua State: NH Zip Code: 03064
Electric Service Company: PSNH Account Number: 56444790034 Meter Number: ~~693675001~~ 693675005
Electricity Supply Company: PSNH Account Number: 56444790034
Generator/Inverter Manufacturer: Power One Model Name and Number: MICRO-0.25 Quantity: 20
Nameplate Rating: 250 (kW) (kVA) 240 (AC Volts) Single X or Three Phase
System Design Capacity: 48 (kVA) (kVA) Battery Backup: Yes No X
Net Metering: If Renewably Fueled, will the account be Net Metered? Yes X No
Prime Mover: Photovoltaic X Reciprocating Engine Fuel Cell Turbine Other
Energy Source: Solar X Wind Hydro Diesel Natural Gas Fuel Oil Other
UL 1741.1 (IEEE 1547.1) Listed? Yes X No External Manual Disconnect: Yes X No
Estimated Install Date: 6/1/13 Estimated In-Service Date: 6/15/13

5.0KW

CONFIRMED w/
BRIAN ROY

Interconnecting Customer Signature
I hereby certify that, to the best of my knowledge, all of the information provided in this application is true and I agree to the Terms and Conditions on the following page:
Customer Signature: [Signature] Title: [Signature] Date: 5/16/13
Please attach any documentation provided by the inverter manufacturer describing the inverter's UL 1741 listing.

Approval to Install Facility (For Company use only)
Installation of the Facility is approved contingent upon the terms and conditions of this Agreement, and agreement to any system modifications, if required (Are system modifications required? Yes No To be Determined)
Company Signature: [Signature] Title: SR. ENGINEER Date: 5-24-13

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
INTERCONNECTION STANDARDS FOR INVERTERS
SIZED UP TO 100 KVA (Continued)

Company waives inspection/Witness Test? Yes ___ No

Terms and Conditions for Simplified Process Interconnections

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4. **Safe Operations and Maintenance.** The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the Facility.
5. **Disconnection.** The Company may temporarily disconnect the Facility to facilitate planned or emergency Company work.
6. **Metering and Billing.** All renewable Facilities approved under this Agreement that qualify for net metering, as approved by the Commission from time to time, and the following is necessary to implement the net metering provisions:
 - 6.1. **Interconnecting Customer Provides:** The Interconnecting Customer shall furnish and install, if not already in place, the necessary meter socket and wiring in accordance with accepted electrical standards. In some cases the Interconnecting Customer may be required to install a separate telephone line.
 - 6.2. **Company Installs Meter.** The Company will make every attempt to furnish and install a meter capable of net metering within ten (10) business days after receipt of the Certificate of Completion if inspection is waived, or within 10 business days after the inspection is completed, if such meter is not already in place.
7. **Indemnification.** Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.
8. **Limitation of Liability.** Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
9. **Termination.** This Agreement may be terminated under the following conditions:
 - 9.1. **By Mutual Agreement.** The Parties agree in writing to terminate the Agreement.
 - 9.2. **By Interconnecting Customer.** The Interconnecting Customer may terminate this Agreement by providing written notice to Company.
 - 9.3. **By Company.** The Company may terminate this Agreement (1) if the Facility fails to operate for any consecutive 12 month period, or (2) in the event that the Facility impairs or, in the good faith judgment of the Company, may imminently impair the operation of the electric distribution system or service to other customers or materially impairs the local circuit and the Interconnecting Customer does not cure the impairment.
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11. **Interconnection Standard.** These Terms and Conditions are pursuant to the Company's "Interconnection Standards for Inverters Sized Up to 100 kVA" for the Interconnection of Customer-Owned Generating Facilities, as approved by the Commission and as the same may be amended from time to time ("Interconnection Standard"). All defined terms set forth in these Terms and Conditions are as defined in the Interconnection Standard (see Company's website for the complete document).