

**NORTH CAROLINA**

**INTERCONNECTION PROCEDURES,  
FORMS, AND AGREEMENTS**

**For State-Jurisdictional Generator Interconnections**

Effective June 16, 2009

Docket No. E-100, Sub 101

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## **Section 1. General Requirements**

### **1.1 Applicability**

- 1.1.1 This Standard contains the requirements, in addition to applicable tariffs and service regulations, for the interconnection and parallel operation of Generating Facilities with Utility Systems in North Carolina. These procedures apply to Generating Facilities that are interconnecting to Utility Systems in North Carolina where the Interconnection Customer is not selling the output of its Generating Facility to an entity other than the Utility to which it is interconnecting.
- 1.1.1.1 A request to interconnect a certified inverter-based Generating Facility no larger than 10 kW shall be evaluated under the Section 2 10 kW Inverter Process. (See Attachments 3 and 4 for certification criteria.)
- 1.1.1.2 A request to interconnect a certified Generating Facility no larger than 2 MW shall be evaluated under the Section 3 Fast Track Process. (See Attachments 3 and 4 for certification criteria.)
- 1.1.1.3 A request to interconnect a Generating Facility larger than 2 MW, or a Generating Facility that does not pass the Fast Track Process or the 10 kW Inverter Process, shall be evaluated under the Section 4 Study Process.
- 1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of these procedures.
- 1.1.3 This Standard shall not apply to Generating Facilities already interconnected or approved for interconnection as of the effective date of this Standard, unless so agreed to by the Utility and the Interconnection Customer. However, this Standard shall apply if the Interconnection Customer proposes Material Modifications or transfers ownership of the Generating Facility after such date.
- 1.1.4 Prior to submitting its Interconnection Request, the Interconnection Customer may ask the Utility's interconnection contact employee or office whether the proposed interconnection is subject to these procedures. The Utility shall respond within 15 Business Days.
- 1.1.5 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.
- 1.1.6 References in these procedures to Interconnection Agreement are to the North Carolina Interconnection Agreement. (See Attachment 9.)

## 1.2 Pre-Request

The Utility shall designate an employee or office from which information on the application process and on an Affected System can be obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The name, telephone number, and e-mail address of such contact employee or office shall be made available on the Utility's Internet web site. Electric system information provided to the Interconnection Customer should include relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Utility's System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The Utility shall comply with reasonable requests for such information.

## 1.3 Interconnection Request

The Interconnection Customer shall submit its Interconnection Request to the Utility, together with the non-refundable processing fee or deposit specified in the Interconnection Request. The Interconnection Request shall be date- and time-stamped upon receipt. The original date- and time-stamp applied to the Interconnection Request at the time of its original submission shall be accepted as the qualifying date- and time-stamp for the purposes of any timetable in these procedures. The Utility shall notify the Interconnection Customer of receipt within three Business Days of receiving the Interconnection Request. The Utility shall notify the Interconnection Customer within ten Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, the Utility shall provide, along with notice that the Interconnection Request is incomplete, a written list detailing all information that must be provided to complete the Interconnection Request. The Interconnection Customer will have ten Business Days after receipt of the notice to submit the listed information or to request an extension of time to provide such information. If the Interconnection Customer does not provide the listed information or a request for an extension of time within the deadline, the Interconnection Request will be deemed withdrawn. An Interconnection Request will be deemed complete upon submission of the listed information to the Utility.

## 1.4 Modification of the Interconnection Request

Any Material Modification not agreed to in writing by the Utility and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the changes are undertaken.

## 1.5 Site Control

Documentation of site control is not required to be submitted with the Interconnection Request. However, the Utility may request a demonstration of site control if two or more proposed Generating Facilities are competing for capacity on the same circuit. The Interconnection Customer that can demonstrate site control will have higher Queue Position than one that is on the same circuit and cannot demonstrate site control within 20 Business Days of such a request. The Interconnection Customer must submit documentation of site control to the Utility at or before the time of execution of the Interconnection Agreement. Site control may be demonstrated through:

- 1.5.1 Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility;
- 1.5.2 An option to purchase or acquire a leasehold site for such purpose; or
- 1.5.3 An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.

## 1.6 Queue Position

The Utility shall assign a Queue Position based upon the date- and time-stamp of the Interconnection Request. The Queue Position of each Interconnection Request will be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection. At the Utility's option, Interconnection Requests may be studied serially or in clusters for the purpose of the System Impact Study, should one be required. (See Section 4.4.)

## 1.7 Interconnection Requests Submitted Prior to the Effective Date of these Procedures

Nothing in this Standard affects an Interconnection Customer's Queue Position assigned before the effective date of these procedures. The Parties agree to complete work on any interconnection study agreement executed prior to the effective date of these procedures in accordance with the terms and conditions of that interconnection study agreement. Any new studies or other additional work will be completed pursuant to this Standard.

## **Section 2. Optional 10 kW Inverter Process for Certified Inverter-Based Generating Facilities No Larger than 10 kW**

### **2.1 Applicability**

The 10 kW Inverter Process is available to an Interconnection Customer proposing to interconnect its inverter-based Generating Facility with the Utility's System if the Generating Facility is no larger than 10 kW and if the Interconnection Customer's proposed Generating Facility meets the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or the Utility has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate. The Utility may require the Interconnection Customer to install a manual load-break disconnect switch or safety switch as a clear visible indication of switch position between the Utility System and the Interconnection Customer. When the installation of the switch is not otherwise required (e.g. National Electric Code, state or local building code) and is deemed necessary by the Utility for certified, inverter-based generators of 10 kW or less, the Utility shall reimburse the Interconnection Customer for the reasonable cost of installing a switch that meets the Company's specifications (see also Section 5.16).

### **2.2 Interconnection Request**

The Interconnection Customer shall complete the Interconnection Request for a certified inverter-based Generating Facility no larger than 10 kW (see Attachment 5) and submit it to the Utility, together with the non-refundable processing fee specified in the Interconnection Request.

2.2.1 The Utility shall notify the Interconnection Customer of receipt of the Interconnection Request within three Business Days of receipt.

2.2.2 The Utility shall evaluate the Interconnection Request for completeness and notify the Interconnection Customer within ten Business Days of receipt as to whether the Interconnection Request is complete or incomplete and, if incomplete, advise the Interconnection Customer what material is missing.

2.2.3 The Utility shall verify that the Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process. (See Section 3.2.1.) The Utility has 15 Business Days to complete this process. Unless the Utility determines and demonstrates that the Generating Facility cannot be interconnected safely and reliably, the Utility shall approve the Interconnection Request and return it to the Interconnection Customer.

### **2.3 Certificate of Completion**

2.3.1 After installation of the Generating Facility, the Interconnection Customer shall return the Certificate of Completion to the Utility. (See Attachment 5.) Prior to

parallel operation, the Utility may inspect the Generating Facility for compliance with standards which may include a witness test, and may schedule appropriate metering replacement, if necessary.

- 2.3.2 The Utility shall notify the Interconnection Customer in writing that interconnection of the Generating Facility is authorized. If the witness test is not satisfactory, the Utility has the right to disconnect the Generating Facility. The Interconnection Customer has no right to operate in parallel with the Utility until a witness test has been performed, or previously waived on the Interconnection Request. The Utility is obligated to complete this witness test within ten Business Days of the receipt of the Certificate of Completion. If the Utility does not inspect within ten Business Days or by mutual agreement of the Parties, the witness test is deemed waived.
- 2.3.3 Interconnection and parallel operation of the Generating Facility is subject to the Terms and Conditions stated in Attachment 5 of these procedures.

#### 2.4 Contact Information

The Interconnection Customer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the Utility, that contact information must also be provided on the Interconnection Request.

#### 2.5 Ownership Information

The Interconnection Customer shall provide the legal name(s) of the owner(s) of the Generating Facility.

#### 2.6 UL 1741 Listed

The Underwriters' Laboratories (UL) 1741 standard (Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources) addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a nationally recognized testing laboratory that verifies compliance with UL 1741. This "listing" is then marked on the equipment and supporting documentation.

### **Section 5. Provisions that Apply to All Interconnection Requests**

#### 5.1 Reasonable Efforts

The Utility shall make reasonable efforts to meet all time frames provided in these procedures unless the Utility and the Interconnection Customer agree to a different schedule. If the Utility cannot meet a deadline provided herein, it shall notify the Interconnection Customer, explain the reason for the failure to meet the



deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

## 5.2 Disputes

5.2.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this section.

5.2.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

5.2.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may contact the Public Staff for assistance in informally resolving the dispute. If the Parties are unable to informally resolve the dispute, either Party may then file a formal complaint with the Commission.

5.2.4 Each Party agrees to conduct all negotiations in good faith.

## 5.3 Interconnection Metering

Any metering necessitated by the use of the Generating Facility shall be installed at the Interconnection Customer's expense in accordance with all applicable regulatory requirements or the Utility's specifications.

## 5.4 Commissioning

Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards. The Utility must be given at least five Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning **tests**.

## 5.5 Confidentiality

5.5.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of these procedures all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

5.5.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce these procedures. Each Party receiving Confidential Information shall

hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under these procedures, or to fulfill legal or regulatory requirements.

5.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

5.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

5.5.3 If information is requested by the Commission from one of the Parties that is otherwise required to be maintained in confidence pursuant to these procedures, the Party shall provide the requested information to the Commission within the time provided for in the request for information. In providing the information to the Commission, the Party may request that the information be treated as confidential and non-public in accordance with North Carolina law and that the information be withheld from public disclosure.

## 5.6 Comparability

The Utility shall receive, process, and analyze all Interconnection Requests received under these procedures in a timely manner, as set forth in these procedures. The Utility shall use the same reasonable efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Generating Facility is owned or operated by the Utility, its subsidiaries or affiliates, or others.

## 5.7 Record Retention

The Utility shall maintain for three years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.

## 5.8 Interconnection Agreement

After receiving an Interconnection Agreement from the Utility, the Interconnection Customer shall have 30 Business Days, or another mutually agreeable timeframe, to sign and return the Interconnection Agreement. If the Interconnection Customer does not sign the Interconnection Agreement within such time, the Interconnection Request shall be deemed withdrawn. The Utility may waive the withdrawal if no other Interconnection Requests are pending for Generating Facilities that propose

to interconnect to the same circuit on the Utility's System. After the Parties sign the Interconnection Agreement, the interconnection of the Generating Facility shall proceed under the provisions of the Interconnection Agreement.

#### 5.9 Coordination with Affected Systems

The Utility shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include those results (if available) in its applicable studies within the time frame specified in these procedures. The Utility will include such Affected System operators in all meetings held with the Interconnection Customer as required by these procedures. The Interconnection Customer will cooperate with the Utility in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A Utility which may be an Affected System shall cooperate with the Utility with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

#### 5.10 Capacity of the Generating Facility

5.10.1 If the Interconnection Request is for an increase in capacity for an existing Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total capacity of the Generating Facility.

5.10.2 If the Interconnection Request is for a Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices, unless otherwise agreed to by the Utility and the Interconnection Customer.

5.10.3 The Interconnection Request shall be evaluated using the maximum rated capacity of the Generating Facility, unless otherwise agreed to by the Utility and the Interconnection Customer.

#### 5.11 Interconnection Agreement Non-Transferable

5.11.1 The Interconnection Agreement is non-transferable. The Interconnection Customer shall notify the purchaser of the Generating Facility that a new Interconnection Request must be submitted to the Utility within 20 Business Days of the transfer of ownership or the Utility's Interconnection Facilities shall be removed or disabled and the Generating Facility disconnected from the Utility's System.

5.11.2 The technical requirements in the Interconnection Agreement shall be grandfathered for subsequent owners as long as (1) the Generating Facility's maximum rated capacity has not been changed; (2) the Generating Facility has

not been modified so as to change its electrical characteristics; and (3) the interconnection system has not been modified.

#### 5.12 Isolating or Disconnecting the Generating Facility

5.12.1 The Utility may isolate the Interconnection Customer's premises and/or Generating Facility from the Utility's System when necessary in order to construct, install, repair, replace, remove, investigate or inspect any of the Utility's equipment or part of Utility's System; or if the Utility determines that isolation of the Interconnection Customer's premises and/or Generating Facility from the Utility's System is necessary because of emergencies, forced outages, force majeure or compliance with prudent electrical practices.

5.12.2 Whenever feasible, the Utility shall give the Interconnection Customer reasonable notice of the isolation of the Interconnection Customer's premises and/or Generating Facility from the Utility's System.

5.12.3 Notwithstanding any other provision of this Standard, if at any time the Utility determines that the continued operation of the Generating Facility may endanger either (1) the Utility's personnel or other persons or property or (2) the integrity or safety of the Utility's System, or otherwise cause unacceptable power quality problems for other electric consumers, the Utility shall have the right to isolate the Interconnection Customer's premises and/or Generating Facility from the Utility's System.

5.12.4 The Utility may disconnect from the Utility's System any Generating Facility determined to be malfunctioning, or not in compliance with this Standard. The Interconnection Customer must provide proof of compliance with this Standard before the Generating Facility will be reconnected.

#### 5.13 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 hereunder, 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, special, incidental, consequential, or punitive damages of any kind.

#### 5.14 Indemnification

The Parties shall at all times indemnify, defend and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney's fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inaction of

its obligations hereunder on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

#### 5.15 Insurance

The Interconnection Customer shall obtain and retain, for as long as the Generating Facility is interconnected with the Utility's System, liability insurance which protects the Interconnection Customer from claims for bodily injury and/or property damage. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. This insurance shall be primary for all purposes. The Interconnection Customer shall provide certificates evidencing this coverage as required by the Utility. Such insurance shall be obtained from an insurance provider authorized to do business in North Carolina. The Utility reserves the right to refuse to establish or continue the interconnection of the Generating Facility with the Utility's System, if such insurance is not in effect.

5.15.1 For an Interconnection Customer that is a residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence.

5.15.2 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$300,000 per occurrence.

5.15.3 An Interconnection Customer of sufficient credit-worthiness may propose to provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices, and such a proposal shall not be unreasonably rejected.

#### 5.16 Disconnect Switch

The Utility may require the Interconnection Customer to install a manual load-break disconnect switch or safety switch as a clear visible indication of switch position between the Utility System and the Interconnection Customer. The switch must have pad lock provisions for locking in the open position. The switch must be visible to, and accessible to Utility personnel. The switch must be in close proximity to, and on the Interconnection Customer's side of the point of electrical interconnection with the Utility's System. The switch must be labeled "Generator Disconnect Switch." The switch may isolate the Interconnection Customer and its associated load from the Utility's System or disconnect only the Generator from the Utility's System and shall be accessible to the Utility at all

times. The Utility, in its sole discretion, determines if the switch is suitable and necessary. When the installation of the switch is not otherwise required (e.g. National Electric Code, state or local building code), and is deemed necessary by the Utility for certified, inverter-based generators of 10 kW or less, the Utility shall reimburse the Interconnection Customer for the reasonable cost of installing a switch that meets the Company's specifications.

## **Certification Codes and Standards**

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

NEMA MG 1-1998, Motors and Small Resources, Revision 3

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

NFPA 70 (2002), National Electrical Code

UL 1741, Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources

## **Certification of Generator Equipment Packages**

- 1.0 Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in Attachment 3 of the North Carolina Interconnection Procedures, (2) it has been labeled and is publicly listed by such NRTL at the time of the Interconnection Request, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.
- 2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
- 3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the Parties to the interconnection nor follow-up production testing by the NRTL.
- 4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.
- 5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the Interconnection Customer's side of the point of common coupling shall be required to meet the requirements of the North Carolina Interconnection Procedures.
- 6.0 An equipment package does not include equipment provided by the Utility.



**Interconnection Request  
for Interconnecting a Certified Inverter-Based  
Generating Facility No Larger than 10 kW**

This Interconnection Request is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Interconnection Request may be required.

Processing Fee

A non-refundable processing fee of \$100 must accompany this Interconnection Request.

If the Interconnection Request is submitted solely due to a transfer of ownership of the Generating Facility, the fee is \$50.

Interconnection Customer

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

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

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

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

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Contact (if different from Interconnection Customer)

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

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

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

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Owner(s) of the Generating Facility: \_\_\_\_\_

Generating Facility Information

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

Utility: \_\_\_\_\_

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

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

Nameplate Rating: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_ (AC Volts)

Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_

System Design Capacity: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA)

Prime Mover: Photovoltaic  Reciprocating Engine  Fuel Cell   
Turbine  Other \_\_\_\_\_

Energy Source: Solar  Wind  Hydro  Diesel  Natural Gas   
Fuel Oil  Other (describe) \_\_\_\_\_

Is the equipment UL 1741 Listed? Yes \_\_\_ No \_\_\_  
If Yes, attach manufacturer's cut-sheet showing UL 1741 listing

Estimated Installation Date: \_\_\_\_\_ Estimated In-Service Date: \_\_\_\_\_

The 10 kW Inverter Process is available only for inverter-based Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the North Carolina Interconnection Procedures, or the Utility has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate.

List components of the Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Request is true. I agree to abide by the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 10 kW and return the Certificate of Completion when the Generating Facility has been installed.

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

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

Facility's intended design:  Sell All  Net Meter

If Net Metering, do you intend to keep your current retail rate schedule?

Yes  No

Length of contract term and option under the Cogeneration & Small Power Producer Tariff:

Term (Select One):

Variable  5-year fixed  10-year fixed  15-year fixed

Option (Select One):

Option A  Option B

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Contingent Approval to Interconnect the Generating Facility (For Utility use only)

Interconnection of the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 10 kW and return of the Certificate of Completion.

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

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

Interconnection Request ID number: \_\_\_\_\_

Utility waives inspection/witness test? Yes \_\_\_ No \_\_\_

**Certificate of Completion  
for Interconnecting a Certified Inverter-Based  
Generating Facility No Larger than 10 kW**

Is the Generating Facility owner-installed? Yes \_\_\_ No \_\_\_

Interconnection Customer

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

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

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

Location of the Generating Facility (if different from above)

\_\_\_\_\_

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

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Electrician

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

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

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

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

License Number: \_\_\_\_\_

Date Approval to Install Generating Facility granted by the Utility: \_\_\_\_\_

Interconnection Request ID Number: \_\_\_\_\_

Inspection:

The Generating Facility has been installed and inspected in compliance with the local building/electrical code of \_\_\_\_\_

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

\_\_\_\_\_

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

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

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert Utility information below):

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

Company: \_\_\_\_\_

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

\_\_\_\_\_

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

Fax: \_\_\_\_\_

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Approval to Energize the Generating Facility (For Utility use only)

Energizing the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 10 kW.

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

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

**Terms and Conditions  
for Interconnecting a Certified Inverter-Based  
Generating Facility No Larger than 10 kW**

1.0 Construction of the Facility

The Interconnection Customer (Customer) may proceed to construct (including operational testing not to exceed two hours) the Generating Facility when the Utility approves the Interconnection Request and returns it to the Customer.

2.0 Interconnection and Operation

The Customer may interconnect the Generating Facility with the Utility's System and operate in parallel with the Utility's System once all of the following have occurred:

- 2.1 Upon completing construction, the Customer will cause the Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and
- 2.2 The Customer returns the Certificate of Completion to the Utility, and
- 2.3 The Utility has either:
  - 2.3.1 Completed its inspection of the Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Utility, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Utility shall provide a written statement that the Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or
  - 2.3.2 If the Utility does not schedule an inspection of the Generating Facility within ten Business Days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or
  - 2.3.3 The Utility waives the right to inspect the Generating Facility.
- 2.4 The Utility has the right to disconnect the Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable American National Standards Institute (ANSI) standards and all applicable regulatory requirements.

### 3.0 Safe Operations and Maintenance

The Customer shall be fully responsible to operate, maintain, and repair the Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

### 4.0 Access

The Utility shall have access to the disconnect switch (if a disconnect switch is required) and metering equipment of the Generating Facility at all times. The Utility shall provide reasonable notice to the Customer, when possible, prior to using its right of access.

### 5.0 Disconnection

The Utility may temporarily disconnect the Generating Facility upon the following conditions:

5.1 For scheduled outages upon reasonable notice.

5.2 For unscheduled outages or emergency conditions.

5.3 If the Generating Facility does not operate in a manner consistent with these Terms and Conditions.

5.4 The Utility shall inform the Customer in advance of any scheduled disconnection, or as soon as is reasonable after an unscheduled disconnection.

### 6.0 Indemnification

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations hereunder on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

## 7.0 Insurance

All insurance policies must be maintained with insurers authorized to do business in North Carolina. The Parties agree to the following insurance requirements:

- 7.1 If the Customer is a residential customer of the Utility, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence.
- 7.2 If the Customer is a non-residential customer of the Utility, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$300,000 per occurrence.
- 7.3 The Customer may provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices.

## 8.0 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, or expense, including reasonable attorney's fees, relating to or arising from any act or omission hereunder, 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, special, incidental, consequential, or punitive damages of any kind.

## 9.0 Termination

The agreement to interconnect and operate in parallel may be terminated under the following conditions:

### 9.1 By the Customer

By providing written notice to the Utility and physically and permanently disconnecting the Generating Facility.

### 9.2 By the Utility

If the Generating Facility fails to operate for any consecutive 12-month period or the Customer fails to remedy a violation of these Terms and Conditions.

### 9.3 Permanent Disconnection

In the event this Agreement is terminated, the Utility shall have the right to disconnect its facilities or direct the Customer to disconnect its Generating Facility.



#### 9.4 Survival Rights

This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

#### 10.0 Assignment/Transfer of Ownership of the Facility

10.1 This Agreement shall not survive the transfer of ownership of the Generating Facility to a new owner.

10.2 The new owner must complete and submit a new Interconnection Request agreeing to abide by these Terms and Conditions for interconnection and parallel operations within 20 Business Days of the transfer of ownership. The Utility shall acknowledge receipt and return a signed copy of the Interconnection Request within ten Business Days.

10.3 The Utility shall not study or inspect the Generating Facility unless the new owner's Interconnection Request indicates that a Material Modification has occurred or is proposed.