



INTERCONNECTION AGREEMENT

Interconnection Agreement between La Plata Electric Association, Inc. and
[Insert Member Name]

This Interconnection Agreement between La Plata Electric Association, Inc. and [Insert Member Name] pertains to the Interconnection Request described below.

OWNER: [Insert Member Name]
SERVICE ADDRESS: [Insert Service Address]
LPEA ACCOUNT NUMBER: [Insert LPEA Account Number]
APPLICATION ID: [Insert Application ID]

INTERCONNECTION TYPE: [Insert Interconnection Type]
TOTAL AC NAMEPLATE CAPACITY: [Insert Total AC Nameplate Size] kW
SYSTEM EXPORT LIMIT: [Insert System Export Limit if present otherwise Total AC Nameplate Size] kW
ENERGY STORAGE SYSTEM TOTAL ENERGY CAPACITY: [Insert Total Size] kWh
ENERGY STORAGE SYSTEM TOTAL POWER CAPACITY: [Insert On-Grid Continuous Power Capacity] kW
ENERGY STORAGE SYSTEM OPERATING MODE: [Insert Operating Mode]

The Interconnection Request has been reviewed by LPEA's engineering staff and received contingent approval based on the following stipulations:

- The installation of the inverter-based generation and/or energy storage system must be compliant with and adhere to LPEA's current Interconnection Standards.
- [Insert text from Engineering Acceptance Notes field]

I, the undersigned, do hereby certify that, to the best of my knowledge, the information provided in the Interconnection Application and stated above is true and correct. Furthermore, I hereby certify that I am fully authorized to enter into this agreement as the Generator Owner or on the Generator Owner's behalf.

I agree to satisfy the requirements stipulated above to receive full approval for the interconnection of my inverter-based generation and/or energy storage system.

I agree to abide by the Terms and Conditions for Interconnecting Inverter-Based Generation and Energy Storage Systems.

Signature (Generator Owner): _____ Date: _____

Interconnection of the Inverter-Based Generation and/or Energy Storage System is approved contingent upon satisfying the requirements listed above and compliance with the Terms and Conditions for Interconnecting Inverter-Based Generation and Energy Storage Systems.

Signature (LPEA Representative): _____ Date: _____

(Terms and Conditions on following pages.)



Terms and Conditions for Interconnecting Inverter-Based Generation and Energy Storage Systems

1.0 Construction of the Facility

The Interconnection Customer may proceed to construct (including operational testing not to exceed two hours) the Inverter-Based Generation and/or Energy Storage System when LPEA issues contingent Engineering Approval to the Interconnection Application (the “Application”) and returns it to the Interconnection Customer.

2.0 Interconnection and Operation

The Customer may operate Interconnection Resource and interconnect with LPEA’s electric system once all the following have occurred:

- 2.1** Upon completing construction, the Interconnection Customer will cause the Inverter-Based Generation and/or Energy Storage System (“Interconnection Resource”) to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction and provide evidence of this certification to LPEA;
- 2.2** The Customer provides evidence of LPEA required inverter settings;
- 2.3** Where applicable, the Customer provides evidence of export limitations and the method by which they will be enforced;
- 2.4** The Customer returns a certificate of completion to LPEA; an approved Colorado Department of Regulatory Affairs (DORA) electrical inspection report for the Interconnection Resource shall constitute a certificate of completion.
- 2.5** LPEA has completed or waived its inspection. All inspections must be conducted by LPEA, at its own expense, within 10 Business Days after receipt of the certificate of completion and shall take place at a time agreeable to the Parties. LPEA shall provide a written statement that the Interconnection Resource has passed inspection or shall notify the Interconnection Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place.
- 2.6** LPEA has the right to disconnect the Interconnection Resource in the event of improper installation or failure to return the certificate of completion.

3.0 Energy Storage System Operating Mode

The energy storage system shall not export power to LPEA’s distribution system without written permission from LPEA excepting Inadvertent Export as described in in Section 1.C of LPEA’s Small Interconnection Resource Interconnection Procedures.
(continued)



4.0 Safe Operations and Maintenance

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

5.0 Access

LPEA shall have access to the disconnect switch and metering equipment, if metering equipment is required, of the Interconnection Resource at all times. LPEA shall provide reasonable notice to the Interconnection Customer, when possible, prior to using its right of access. If LPEA needs to disconnect the system for a reason listed in Paragraph 6.0 and the system disconnect is not immediately accessible, LPEA shall disconnect the entire service.

6.0 Disconnection

LPEA may temporarily disconnect the Interconnection Resource upon the following conditions:

- 6.1** For scheduled outages upon reasonable notice.
- 6.2** For unscheduled outages or emergency conditions.
- 6.3** If the Interconnection Resource does not operate in the manner consistent with these Terms and Conditions.
- 6.4** LPEA shall inform the Interconnection Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

7.0 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 under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

8.0 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, except as allowed under paragraph 7.0.

(continued)

**9.0 Termination**

The Agreement to operate in parallel may be terminated under the following conditions:

- 9.1** By the Interconnection Customer by providing written notice to LPEA.
- 9.2** By LPEA if the Interconnection Resource fails to operate for any consecutive 12-month period or the Interconnection Customer fails to remedy a violation of these Terms and Conditions.
- 9.3** Permanent Disconnection. In the event this Agreement is terminated, LPEA shall have the right to disconnect its facilities or direct the Customer to disconnect its Interconnection Resource.
- 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

This Agreement shall survive the transfer of ownership of the Interconnection Resource to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies LPEA.